

Exhibit J

Publication of Notices

State of New York
County of Wyoming

SS.

NOTICE OF SPECIAL
MEETING OF LOT
OWNERS OF FREEDOM
RURAL CEMETERY
NOTICE IS HEREBY GIV-
EN that a Special Meeting
of the Lot Owners of the
Freedom Rural Cemetery
(the "Association") has been
called for the purpose of
reviewing and acting upon
a proposed Plan of Merger
of the Association with and
into The Buffalo City Ceme-
tery, Inc. d/b/a Forest Lawn
("Forest Lawn").

The meeting will take
place in-person on July 27,
2021 at 1:00 PM at Freedom
Rural Cemetery, Corner of
Freedom Road and Osmun
Road, or any adjournment
thereof. For more informa-
tion, contact Bud Brown at
(716) 492-1581.

All Lot Owners who at-
tend the meeting will

Grant M. Hamilton, of the Town of Arcade,
New York, being duly sworn, deposes and says
that he is the publisher of the Arcade Herald, a
public newspaper published weekly in said
town; that the notice, of which the annexed
printed slip taken from said newspaper is a copy,
was inserted and published therein three
weeks, commencing on the 8th day of
July, 2021 and ending on
the 22nd day of July, 2021
making three insertions.

Sworn before me this 22nd day of
July, 2021

Notary Public in and for Erie County

CASEY J DUNLAP
Notary Public, State of New York
No. 01DU6356625
Qualified in Wyoming County
Commission Expires 03-31-2023

Freedom
As read
for correction
July 15

AM-POL EAGLE

3620 Harlem Road
Cheektowaga, New York 14215
716-835-9454, Fax: 716-835-9457
advertising@ampoleagle.com

Affidavit of Publication Under Section 206 of the Limited Liability Company Law
State of New York
County of Erie, SS:

JULY 29, 2021

LEGAL NOTICE

NOTICE OF SPECIAL MEETING OF LOT OWNERS

THE BUFFALO CITY CEMETERY, INC. D/B/A FOREST LAWN

NOTICE IS HEREBY GIVEN that a Special Meeting of the Lot Owners of the Forest Lawn Cemetery ("Forest Lawn") has been called by its President for the purpose of reviewing and acting upon a proposed Plans of Merger of Forest Lawn with:

Freedom Cemetery Society
Freedom Rural Cemetery
Griffins Mills Cemetery
Lancaster Rural Cemetery
Oakwood Cemetery
Attica Cemetery Association/Forest Hill Cemetery
Quaker Settlement Cemetery Association

Due to Covid-19, the meeting will be held via Zoom video conference, pursuant to New York State Not for Profit Corporation Law § 603, at: <https://us02web.zoom.us/j/84384570165> and dial-in at: +1 929 205 6089 Meeting ID: 843 8457 0165 on August 2, 2021 at 2:00 PM, or any adjournment thereof. For more information, contact Meghann Surret at (716) 885-1600.

Lot Owners who attend the meeting will need to provide verification of identity and lot ownership. Each lot is entitled to one vote at the meeting. The proposed mergers will be effective after all necessary approvals have been obtained and required filings made, whereupon the members of the cemeteries will become members of Forest Lawn, the surviving corporation, and as such surviving corporation, Forest Lawn shall assume all assets and liabilities of the cemeteries listed above.

The undersigned, is the Publisher of the AM-POL EAGLE, a Weekly Newspaper published in Erie County, New York. A notice regarding SPECIAL MEETING OF LOT OWNERS

was published in said newspaper once each week for 3 weeks commencing on 7/15/21 and ending on 7/29/21

The Text of the Notice as published in said newspaper as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Erie County for this purpose.

By: Christine Kane

Christine Kane, Authorized Designee of
Renee Harzewski, owner, Buffalo Standard
Printing, Publisher of Am-Pol Eagle

SWORN TO ME,
THIS 29 TH DAY OF JULY 2021

Roger L. Puchalski
Notary Public, Erie County New York

Roger L. Puchalski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PU6329477
Qualified in Erie County
Commission Expires August 24, 2023

Exhibit K

Freedom Cemetery Society

Equipment Resources

Personal Property

Freedom Cemetery Society, Inc. owns no personal property other than two benches.

Exhibit L

Plan of Merger

PLAN OF MERGER

Freedom OF
CEMETERY ASSOCIATION
INTO
THE BUFFALO CITY CEMETERY, INC.

Under Section 902 of the New York Not-For-Profit Corporation Law

1. The constituent entities to the merger are as follows:
 - a. Freedom, a cemetery corporation formed in New York, [which entity was formed under the name Freedom] (the "Association"); and
 - b. The Buffalo City Cemetery, Inc. d/b/a Forest Lawn ("Forest Lawn"), a New York not-for-profit cemetery corporation and cemetery corporation.
2. The name of the surviving corporation is The Buffalo City Cemetery, Inc.
3. As to each constituent entity, the following is a description of the members.
 - a. The members of Forest Lawn are the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Forest Lawn Cemetery in Buffalo, New York and the other cemeteries in the Forest Lawn Group, including any and all others added from time to time.
 - b. The members of the Association are the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Freedom Cemetery in the town of Freedom State of New York.
 - c. Neither entity has any holders of any certificates evidencing capital contributions or subventions.
4. The terms and conditions of the proposed merger are as follows:
 - a. Approvals. The constituent entities shall obtain all necessary approvals, including, without limitation, the approvals of the members of each constituent entity and all applicable government agencies.
 - b. Effective Date. The merger shall be effective as of the date on which the Certificate of Merger is filed with the New York State Department of State or such later date (not later than 30 days after the filing date) as may be specified in said Certificate of Merger (the "Effective Date"). If filing with the New York State Department of State is not possible because a constituent entity is not a New York not-for-profit corporation, the merger shall be effected by such means as the relevant New York government agency or agencies may approve.

- c. Bylaws. The bylaws of the surviving corporation will be the bylaws of Forest Lawn as they exist on the Effective Date.
- d. Consideration. The surviving corporation will, on the Effective Date, (i) assume unrestricted title and interest in and to all assets of the Association, tangible or intangible, including, but not limited to, any and all goodwill of the Association and any actual or assumed names associated with the Association, and (ii) assume all liabilities of the Association.
- e. Board of Trustees. The board of trustees of the surviving corporation shall be the board of trustees of Forest Lawn as it exists on the Effective Date.
- f. Certificate of Incorporation. The merger will not effect any changes in the Certificate of Incorporation of Forest Lawn. The surviving corporation shall continue as a corporation organized under the Certificate of Incorporation of Forest Lawn as it exists on the Effective Date.
- g. Members. The members of the Association shall become members of Forest Lawn upon the Effective Date. No cash or other consideration shall be paid to or delivered in exchange for membership or other interest in a constituent entity as a result of the merger.
5. No amendments or changes to the Certificate of Incorporation of the surviving corporation shall be effected by the merger.

Freedom CEMETERY
ASSOCIATION)

By: Nancy S. Hilborn
Name: Sec/Treas
Title: Nancy S. Hilborn

Date: May 1, 2021

THE BUFFALO CITY CEMETERY, INC.

By: [Signature]
Name: Joseph P. Dispenza
Title: President

Date: 5-1, 2021

Exhibit M

Merger Agreement

AGREEMENT OF MERGER
OF
FREEDOM CEMETERY SOCIETY, INC.
INTO
THE BUFFALO CITY CEMETERY, INC.

THIS AGREEMENT OF MERGER (“Agreement”), dated as of July 12, 2021, is by and between **FREEDOM CEMETERY SOCIETY, INC.**, a New York cemetery corporation having an address at corner of Freedom and Osmun Rds., Freedom, New York (**“Association”**) and **THE BUFFALO CITY CEMETERY, INC.**, a New York not-for-profit cemetery corporation having an address at 1411 Delaware Avenue, Buffalo, New York 14209, and operating under the assumed name of “Forest Lawn” (**“Forest Lawn”**).

RECITALS:

- A. Association and Forest Lawn are hereinafter sometimes referred to as the **“Constituent Corporations.”**
- B. Each of the Constituent Corporations has the form set forth above and is formed under or governed by the New York Not-for-Profit Corporation Law (the **“NPCL”**).
- C. The governing body and lot owners of each of the Constituent Corporations have determined that it is in furtherance of the corporate purposes of the Constituent Corporation to effect a merger of the Constituent Corporations pursuant to Article 9 of the NPCL and has approved the Plan of Merger attached as Schedule 1.4 (the **“Plan of Merger”**) under which Forest Lawn will be the Surviving Corporation (as defined herein).

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, conditions and agreements set forth below, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **MERGER**

1.1 **Agreement to Merge.** Subject to fulfillment of the conditions precedent in Sections 5 and 6 of this Agreement, Association and Forest Lawn hereby agree to effect a merger of Association into Forest Lawn pursuant to Article 9 and Article 15 of the New York Not-for-Profit Corporation Law (the **“Merger”**).

1.2 **Constituent Corporations.** The names of the Constituent Corporations are The Buffalo City Cemetery, Inc. and Freedom Cemetery Society, Inc.

1.3 Membership of the Constituent Corporations. The membership and holders of certificates evidencing capital contributions and subventions, including their number, classification, and voting rights, as to each Constituent Corporation, are as set forth in Schedule 1.3.

1.4 Approval by Members. Each Constituent Corporation represents and warrants that the Plan of Merger has been duly approved by its governing body and at a meeting of its lot owners, and that its duly authorized officer has executed the Plan of Merger.

1.5 Execution of Certificate of Merger. As soon as possible following the approval of this Agreement and the Plan of Merger by (a) the members of each of the Constituent Corporations, and (b) the New York State Cemetery Board a certificate of merger shall be signed and verified on behalf of the Constituent Corporations in accordance with Section 904 of the NPCL (the “**Certificate of Merger**”).

1.6 Government Approvals. As soon as possible following the execution of the Certificate of Merger, the Constituent Corporations shall make application to the New York State Cemetery Board in accordance with section 1506-d of the NPCL. Upon approval from the New York State Cemetery Board, a petition will be made to either the Attorney General or the Supreme Court of the State of New York for approval of the Certificate of Merger in accordance with Section 907 of the NPCL. In the case of an application to the Supreme Court, on notice to the Attorney General. In addition, the Constituent Corporations shall seek any other necessary government approvals.

1.7 Closing Date. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place within thirty (30) days after all conditions to Closing set forth in Sections 5 and 6 of this Agreement have been fulfilled or waived, or on such other date as the Constituent Corporations shall mutually agree in writing. The date on which the Closing occurs is hereinafter referred to as the “**Closing Date**”.

1.8 Abandonment of Merger. Except as otherwise provided by law or as otherwise determined by any government agency having jurisdiction, the Merger may be abandoned at any time prior to the Closing Date (a) by written agreement of the Constituent Corporations; (b) by Forest Lawn by written notice to the Association in the event that the Closing Date has not occurred for any reason on or prior to the expiration of one-year following the date of this Agreement, but only if Forest Lawn is not in breach of, or default under, any provision of this Agreement beyond any applicable cure period; or (c) by Forest Lawn by written notice to the Association in the event that the Association shall have breached any representation in Article III and failed to cure such breach within thirty (30) days of receipt of notice of such breach from Forest Lawn. The governing body of the Constituent Corporations may authorize the abandonments as described by this Section without further approval by such Constituent Corporation’s members. In the event of the abandonment of the Merger by either Constituent Corporation as provided in this section, this Agreement shall be terminated and no party shall have any liability hereunder of any nature whatsoever.

1.9 Filing of Certificate of Merger. As soon as possible following the Closing Date, the Constituent Corporations will cause the Certificate of Merger to be delivered to and filed

with the Secretary of State of the State of New York in accordance with Section 904 of the NPCL. The Merger shall be effected on the date of filing of the Certificate of Merger or such other effective date as may be specified therein (the “**Effective Date**”). On the Effective Date, the separate existence of each of the Constituent Corporations shall cease and Association shall be merged with and into Forest Lawn, which shall be the surviving corporation of the Merger (hereinafter referred to as the “**Surviving Corporation**”).

1.10 Effect of Merger. On the Effective Date and thereafter, the Surviving Corporation shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, of each Constituent Corporation. All property of every description, including every interest therein and all obligations of or belonging to or due to each of the Constituent Corporations shall thereafter be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed, although Association and Forest Lawn from time to time, as and when required by the Surviving Corporation, shall execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and shall take, or cause to be taken, such further action as the Surviving Corporation may deem necessary or desirable to confirm the transfer to and vesting in the Surviving Corporation of title to and possession of all such rights, privileges, immunities, franchises and authority. All rights of creditors of each of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date, and the Surviving Corporation shall thenceforth be liable for all the obligations of each of the Constituent Corporations. The Plan of Merger sets forth provisions regarding the by-laws, Certificate of Incorporation, members and governing body effective upon the Effective Date of the Merger.

2. REPRESENTATIONS AND WARRANTIES OF FOREST LAWN. Forest Lawn represents and warrants to Association as follows:

2.1 Organization and Standing of Forest Lawn. Forest Lawn is a charitable (formerly Type “B”) not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to carry on its activities as now being conducted and to own or hold under lease the properties and assets it now owns or holds under lease. The nature of the business conducted by Forest Lawn and the character or ownership of properties owned by it do not require Forest Lawn to be qualified to do business in any other jurisdiction. The copy of the certificate of incorporation, and all amendments thereto, of Forest Lawn heretofore delivered to Association is complete and correct as of the date hereof. The copy of the bylaws, and all amendments thereto, of Forest Lawn heretofore delivered to Association is complete and correct as of the date hereof. The minute book or minute books of Forest Lawn contain a complete and accurate record in all material respects of all meetings and other corporate actions of the members and directors of Forest Lawn.

2.2 Authority. The execution, delivery and performance of this Agreement by Forest Lawn does not violate, result in a breach of, or constitute a default under, the certificate of incorporation or bylaws of Forest Lawn or any material indenture, contract, agreement or other instrument to which it is a party or is bound, or to the best knowledge of Forest Lawn, any applicable laws, rules or regulations.

3. REPRESENTATIONS AND WARRANTIES OF ASSOCIATION. Association represents and warrants to Forest Lawn as follows:

3.1 Organization and Standing of Association. Association is a not-for-profit cemetery corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to carry on its activities as now being conducted and to own or hold under lease the properties and assets it now owns or holds under lease. The nature of the business conducted by Association and the character or ownership of properties owned by it do not require Association to be qualified to do business in any other jurisdiction. The copy of the certificate of incorporation, and all amendments thereto, of Association heretofore delivered to Forest Lawn is complete and correct as of the date hereof. The copy of the bylaws, and all amendments thereto, of Association heretofore delivered to Forest Lawn is complete and correct as of the date hereof. The minute book or minute books of Association contain a complete and accurate record in all material respects of all meetings and other corporate actions of the members and directors of Association.

3.2 Authority. The execution, delivery and performance of this Agreement by Association does not violate, result in a breach of, or constitute a default under, the certificate of incorporation or bylaws of Association or any material indenture, contract, agreement or other instrument to which it is a party or is bound, or to the best knowledge of Association, any applicable laws, rules or regulations.

3.3 Subsidiaries and Other Relationships. Association does not own any stock, membership or other interest in any other corporation, nor is it a member of any partnership or other entity.

3.4 Financial Statements. Association has caused to be delivered to Forest Lawn a true and complete copy of the financial statements of Association for its two (2) most recently completed fiscal years (the date of the latest financial statement being the “**Financial Statement Date**”), including without limitation balance sheets and statements of income for such periods (collectively, the “**Financial Statements**”). Each of the Financial Statements is true and correct in all material respects, is in accordance with the books and records of Association in all material respects, presents fairly the financial condition and results of operations of Association as of the date and for the period indicated, and, in the case of the audited statements, has been prepared in accordance with Generally Accepted Accounting Principles consistently applied throughout the periods covered by such statements.

3.5 Absence of Undisclosed Liabilities. Except as and to the extent specifically reflected, provided for or reserved against in the balance sheet dated as of the Financial Statement Date, or except as disclosed in any Schedule to this Agreement, Association does not, to the best of its knowledge, have any material indebtedness, liability or obligation of any nature whatsoever, whether accrued, absolute, contingent or otherwise, and whether due or to become due, or arising out of transactions entered into, or any state of facts existing, prior thereto, and Association knows of no basis for the assertion against Association, as of the date hereof, of any material indebtedness, liability or obligation of any nature or in any amount not fully reflected or reserved against in the balance sheet dated as of the Financial Statement Date or otherwise disclosed in any Schedule to this Agreement.

3.6 No Adverse Change. Except as set forth on Schedule 3.6, since the Financial Statement Date, to the best of Association's knowledge, there has been no material adverse change in the financial condition of Association other than changes occurring in the ordinary course of business or except as otherwise disclosed in any of the Schedules to this Agreement, which changes have not had a material adverse effect on the financial condition of Association.

3.7 Tax Status.

(a) Association is a corporation exempt from federal income taxation under Section 501(c)(13) of the Internal Revenue Code.

(b) Association has filed all federal, state and local income, withholding, social security, unemployment, excise, real property tax, tangible personal property tax, intangible personal property tax and all other tax returns and reports required to be filed by it to the date hereof and all of such returns and reports are true and correct in all material respects. All taxes, assessments, fees, penalties, interest and other governmental charges which were required to be paid by Association on such returns and reports have been duly paid and satisfied on or before their respective due dates. No tax deficiency or penalty has been asserted or threatened with respect to Association. To the best of Association's knowledge, no federal or state income tax return of Association has been audited during the past five years or, to the knowledge of Association, is proposed to be audited, by any federal or state taxing authority, including, without limitation, the United States Internal Revenue Service and the New York Department of Taxation and Finance, and no waiver of any statute of limitations has been given or is in effect with respect to the assessment of any taxes against Association.

3.8 Real Property Owned by Association. A complete list of all real property owned by Association (the "**Real Property**") is set forth in Schedule 3.8. Except as otherwise stated in Schedule 3.8, (i) Association has good and marketable title to all the Real Property, in each case free and clear of all mortgages, restrictions, or other liens or encumbrances whatsoever, (ii) the Real Property is not subject to any commitment for sale or use by any person, other than the sale of plots for burial purposes, (iii) the Real Property is not subject to any encumbrance, which in any material respect interferes with or impairs the value, transferability or present and continued use thereof in the usual and normal conduct of the operations of Association, (iv) no labor has been performed or material furnished for the Real Property for which a mechanic's or materialman's lien or liens, or any other lien, has been or could be claimed by any person, (v) the Real Property, and each user thereof, is in compliance in all material respects with all applicable governmental requirements (including, without limitation, all zoning, subdivision and other applicable land use ordinances) and all existing covenants, conditions, restrictions and easements, and the current use of the Real Property does not constitute a non-conforming use under the applicable zoning ordinances, (vi) no material default or breach exists with respect to any encumbrance affecting the Real Property, (vii) there are no condemnation or eminent domain proceedings pending or, to the knowledge of Association, contemplated or threatened, against the Real Property or any part thereof, and Association does not know of any desire of any governmental authority to take or use the Real Property or any part thereof, (viii) there are no existing, or to the knowledge of Association, contemplated or threatened, general or special assessments affecting the Real Property or any portion thereof, (ix) the Real Property is not within any area determined to be flood-prone under the Federal Flood Protection Act of 1973, or

any comparable state or local governmental requirement, (x) the Real Property is not situated in an area classified by any governmental authority as being a "wetland" and (xi) Association does not have any knowledge of any pending or threatened proceeding before any governmental authority which relates to the ownership, maintenance, use or operation of the Real Property. All water, sewer, gas, electric, telephone and drainage facilities and all other utilities required by law or by the normal use and operation of the Real Property are installed to the improvements situated on the Real Property, are connected pursuant to valid permits and are adequate to service the Real Property as currently used and to permit compliance in all material respects with all governmental requirements and normal usage of the Real Property. Access to and from the Real Property is via public streets, which streets are sufficient to ensure adequate vehicular and pedestrian access for the present operations of Association. The buildings and improvements on the Real Property (including, without limitation, the heating, air conditioning, mechanical, electrical and other systems used in connection therewith) are in a reasonable state of repair, have been well maintained and are free from infestation by termites, other wood destroying insects, vermin and other pests.

3.9 Personal Property Owned by Association. A complete list of all tangible and intangible personal property with a value greater than \$5,000 that is owned by Association is set forth in Schedule 3.9. Association has good and marketable title to all such personal property, in each case free and clear of all security interests, conditional sales contracts or other liens or encumbrances whatsoever except as otherwise stated in Schedule 3.9.

3.10 Leases. Schedule 3.10 contains a correct and complete list and brief description of all material leases or other agreements under which Association is a tenant or lessee of, or holds or operates any property, real or personal, owned by any third party. Each of said leases and agreements is in full force and effect and constitutes a legal, valid and binding obligation of the respective parties thereto, enforceable in accordance with its terms. Association enjoys peaceful and undisturbed possession of all properties covered by all such leases and agreements, and there is not any existing default or event or condition, including the Merger contemplated herein, which with notice or lapse of time, or both, would constitute an event of default under any of such leases or agreements.

3.11 Insurance. Schedule 3.11 contains a correct and complete list, as of the date hereof, of all policies of casualty, fire and extended coverage, theft, errors and omissions, liability, life, and other forms of insurance owned or maintained by Association. Such policies are in amounts deemed by Association to be adequate. Each such policy is, on the date hereof, in full force and effect, and Association is not in default with respect to any such policy.

3.12 Officers and Directors; Banks; Powers of Attorney. Schedule 3.12 contains a correct and complete list of (a) all officers and directors of Association, (b) the names and addresses of each bank in which Association has any account or safe deposit box, together with a list of all bank accounts and safe deposit boxes and the names of all persons authorized to draw on each such account or having access to any such safe deposit box, and (c) the names of all persons holding powers of attorney from Association.

3.13 Compensation and Fringe Benefits. Schedule 3.13 contains a correct and complete list of each employee, consultant or agent of Association, together with such person's current compensation and any fringe benefits provided or made available to such person.

3.14 Indebtedness. Schedule 3.14 contains a correct and complete list of all instruments, agreements or arrangements pursuant to which Association has borrowed any money, incurred any indebtedness or established any line of credit which represents a liability of Association on the date hereof. True and complete copies of all such written instruments, agreements or arrangements have heretofore been delivered to, or made available for inspection by Forest Lawn. Association has performed in all material respects all of the obligations required to be performed by it to date, and is not in default in any material respect under the terms of any such written instruments, agreements or arrangements, and no event has occurred which, but for the passage of time or the giving of notice, or both, would constitute such a default.

3.15 Material Contracts. Schedule 3.15 contains a list and brief description of all contracts, agreements and other instruments to which Association is a party at the date hereof. Association is not in default in any material respect under any agreement, lease, contract or other instrument to which it is a party. To the best of Association's knowledge, no party with whom Association has any agreement which is of material importance to its business is in default thereunder.

3.16 Absence of Certain Events. Since the Financial Statement Date, the business of Association has been conducted only in the ordinary course and in substantially the same manner as theretofore conducted, and, except as set forth in Schedule 3.16, Association has not, since the Financial Statement Date (i) issued any capital certificates, subventions, bonds or other securities; (ii) incurred, or become subject to, any material obligation or liability (whether absolute or contingent) except (A) current liabilities incurred in the ordinary course of business, (B) obligations under contracts entered into in the ordinary course of business and (C) obligations under contracts not entered into in the ordinary course of business which are listed in Schedule 3.15 or any other schedule to this Agreement; (iii) discharged or satisfied any material lien or encumbrance or paid any obligation or liability (whether absolute or contingent) other than current liabilities shown on the most recent balance sheet and current liabilities incurred since the most recent balance sheet date in the ordinary course of business; (iv) mortgaged, pledged or subjected to lien, charge or any other encumbrance, any of its assets and properties, real, tangible or intangible; (v) sold or transferred any of its material assets, properties or rights, or cancelled any debts or claims, except in each case in the ordinary course of business, or entered into any agreement or arrangement granting any preferential rights to purchase any of its assets, properties or rights or which required the consent of any party to the transfer and assignment of any of its assets, properties or rights; (vi) suffered any extraordinary losses (whether or not covered by insurance) or waived any extraordinary rights of value; (vii) entered into any transaction other than in the ordinary course of business except as herein stated; (viii) amended its certificate of incorporation or bylaws; (ix) increased the rate of compensation payable or to become payable by it to any of its employees or agents over the rate being paid to them at the Financial Statement Date; (x) made or permitted any amendment to or termination of any material contract, agreement or license to which it is a party other than in the ordinary course of business; or (xi) made capital expenditures or entered into any commitments therefor

aggregating more than \$2,000. Except as contemplated by this Agreement, or the Schedules referred to in this Agreement, between the date hereof and the Closing Date, Association will not, without the prior written consent of Forest Lawn, do any of the things listed above in clauses (i) through (xi) of this Section 3.16.

3.17 Investigations and Litigation. To the best of Association's knowledge, there is no investigation by any governmental agency pending, or threatened against or adversely affecting Association, and except as set forth on Schedule 3.17, there is no action, suit, proceeding or claim pending, or threatened against Association, or any of its businesses, properties, assets or goodwill, which might have a material adverse effect on such corporation, or against or affecting the transactions contemplated by this Agreement. To the best of Association's knowledge, there is no outstanding order, injunction, judgment or decree of any court, government or governmental agency against or affecting Association, or any of its businesses, properties, assets or goodwill.

3.18 Overtime, Back Wages, Vacation and Minimum Wages. To the best of Association's knowledge, except as otherwise set forth in Schedule 3.18, no present or former employee of Association has any claim against Association (whether under federal or state law) under any employment agreement, or otherwise, on account of or for: (i) overtime pay for any period other than the current payroll period; (ii) wages or salary for any period other than the current payroll period; (iii) vacation or time off (or pay in lieu thereof), other than that earned in respect of the current fiscal year; or (iv) any violation of any statute, ordinance, rule or regulation relating to minimum wages or maximum hours of work.

3.19 Discrimination, Occupational Safety and Other Statutes and Regulations. To the best of Association's knowledge, no persons or parties (including, without limitation, governmental agencies of any kind) have any claim, action or proceeding, against Association arising out of any statute, ordinance, rule or regulation relating to discrimination in employment or employment practices or occupational safety and health standards (including, without limitation, The Occupational Safety and Health Act, The Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1992, The Americans with Disabilities Act, and The Age Discrimination in Employment Act of 1967, as any of the same may have been amended).

3.20 Employee Benefit Plans. Except as set forth on Schedule 3.20 or Schedule 3.13 there are no employee benefit plans or arrangements of any type, including but not limited to any retirement, health, welfare, insurance, bonus, executive compensation, incentive compensation, stock bonus, stock option, deferred compensation, commission, severance, parachute, rabbi trust program or plan described in Section 3(3) of the Employee Retirement Income Security Act of 1974 (ERISA), maintained by Association, or with respect to which Association has a liability.

3.21 Permits and Licenses. All material permits, licenses and approvals of all federal, state or local regulatory agencies, which are required in order to permit Association and its employees and agents to carry on business as now conducted by it, have been obtained by it and are current.

3.22 Brokers. No commission, finder's fee, brokerage fee or similar charge will be incurred by Association for the consummation of the transactions contemplated herein.

3.23 Environmental Laws. "**Environmental Law**" shall be defined as any applicable, or relevant and appropriate, statute, ordinance, by-law, rule or regulation, order, and any license, permit, order, judgments, notice or other requirement issued pursuant thereto, enacted, promulgated or issued by any governmental authority, in effect as of Closing, relating to pollution or protection of public health or the environment (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, release or threatened release, of any hazardous material. Without limiting the generality of the foregoing, Environmental Law includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Clean Air Act, as amended, and all analogous laws enacted, promulgated or lawfully issued by any relevant governmental authority. Except for matters outlined in Schedule 3.23, to the best of Association's knowledge, there has been no disposal, release or threatened release of any hazardous material at, on, under or from any of the Real Property. Association has not received any notice of, and does not know of: (A) any alleged, actual or potential responsibility for, or any inquiry or investigation regarding, any disposal, release or threatened release of any hazardous material at, on, under or from any Real Property, or any other property at which it is claimed Association or any prior owner or occupant of the Real Property arranged for disposal of any hazardous material; or (B) any other proceeding by any person alleging any actual or threatened injury or damage to any person, property or the environment arising from or relating to any disposal, release or threatened release of any hazardous material at, on, under or from the Real Property or any other property at which it is claimed Association or any prior owner or occupant of the Real Property arranged for disposal of any hazardous material.

4. COVENANTS OF ASSOCIATION PRIOR TO THE EFFECTIVE DATE.
Throughout the period prior to the Effective Date, Association shall:

(a) give to Forest Lawn, and any and all authorized representatives of Forest Lawn (including auditors and attorneys), reasonable access upon prior notice, during normal business hours, to the offices, assets, properties, contracts, books and records of Association in order to give Forest Lawn full opportunity to make such investigations as it deemed appropriate with respect to the affairs of Association (including, if requested by Forest Lawn, soil borings) and further cause Association and all of its employees to provide to Forest Lawn during such period such additional information concerning the affairs of Association as Forest Lawn may reasonably request (and regardless of any such investigation by Forest Lawn, all representations and warranties of Association contained in this Agreement shall remain in full force and effect until closing and no such investigation shall cause or result in a waiver by Forest Lawn of any of the representations and warranties of Association contained herein); and

(b) not make any expenditures in excess of \$2,000, or incur any indebtedness outside of the ordinary course of business, without obtaining the prior approval of Forest Lawn.

5. CONDITIONS PRECEDENT TO PERFORMANCE BY ASSOCIATION. The obligation of Association to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or fulfillment, on or prior to the Closing Date, of the following conditions precedent, in addition to all other conditions precedent contained in this Agreement, each of which may be waived by Association:

5.1 Representations. Association shall not have discovered any material error, misstatement or omission in any of the representations and warranties made by Forest Lawn contained in this Agreement, or in any financial statement, certificate, Schedule, exhibit or other document attached to or delivered pursuant to this Agreement, and all representations and warranties of Forest Lawn or any of them, contained in this Agreement and in any financial statement, certificate, Schedule, exhibit or other document attached to or delivered pursuant to this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect, except as affected by transactions expressly authorized herein or otherwise approved in writing by Association, as though such representations and warranties had been made on and as of the Closing Date. Except for the covenants provided in Section 7, no representation or warranty by Forest Lawn contained in this Agreement or in any other document or agreement delivered in connection with this Agreement shall survive the Closing.

5.2 Covenants. Forest Lawn shall have performed and complied in all material respects with all covenants, agreements and conditions required under this Agreement to be performed or complied with by it on or before the Closing.

5.3 Litigation. No suit, action or proceeding, or governmental investigation, against or concerning, directly or indirectly, Forest Lawn, or any of its material assets and properties, shall have been instituted or reinstituted, nor shall any basis therefor have arisen, that might result in any order or judgment of any court or of any administrative agency which renders it impossible for Forest Lawn to consummate or cause to be consummated the transactions contemplated by this Agreement.

5.4 Resolutions. Association shall receive certified copies of resolutions of the board of directors and members of Forest Lawn in form satisfactory to the Association, authorizing the execution and delivery of this Agreement by Forest Lawn and the consummation of the transactions contemplated hereby.

5.5 Approvals. All statutory requirements for the valid consummation by Association of the transactions contemplated by this Agreement shall have been fulfilled; all authorizations, consents and approvals of lot owners and all federal, state, local and foreign governmental agencies and authorities required to be obtained in order to permit consummation by Association of the transactions contemplated by this Agreement shall have been obtained, except where failure to obtain such approval would not have a material adverse effect. Without limiting the generality of the preceding sentence, the following approvals shall have been obtained: (a) approval of the Certificate of Merger by the Attorney General or Supreme Court of the State of New York pursuant to Section 907 of the NPCL; and (b) approval by the New York State Cemetery Board pursuant to Section 1506-d of the NPCL.

6. CONDITIONS PRECEDENT TO PERFORMANCE BY FOREST LAWN. The obligation of Forest Lawn to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction or fulfillment on or prior to the Closing Date, of the following conditions, in addition to any other conditions contained in this Agreement, each of which may be waived, collectively, by Forest Lawn:

6.1 Representations. Forest Lawn shall not have discovered any material error, misstatement or omission in any of the representations and warranties made by Association contained in this Agreement, and all representations and warranties of Association contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same force and effect, except as otherwise approved in writing by Forest Lawn, as though such representations and warranties had been made on and as of the Closing Date. No representation or warranty by Association contained in this Agreement or in any other document or agreement delivered in connection with this Agreement shall survive the Closing.

6.2 Covenants. Association shall have performed and complied in all material respects with all covenants, agreements and conditions required under this Agreement to be performed and complied with by it on or before the Closing.

6.3 Litigation. No suit, action or proceeding, or governmental investigation, against or concerning, directly or indirectly, Association, or any of its material assets and properties, shall have been instituted or reinstituted, nor shall any basis therefor have arisen, that might result in any order or judgment of any court or of any administrative agency which renders it impossible for Association to consummate or cause to be consummated the transactions contemplated by this Agreement.

6.4 Resolutions. Forest Lawn shall receive certified copies of resolutions of the governing body and members of Association in form satisfactory to Forest Lawn, authorizing the execution and delivery of this Agreement by Association and the consummation of the transactions contemplated hereby.

6.5 Approvals. All statutory requirements for the valid consummation by Forest Lawn of the transactions contemplated by this Agreement shall have been fulfilled; all authorizations, consents and approvals of lot owners and all federal, state, local and foreign governmental agencies and authorities required to be obtained in order to permit consummation by Forest Lawn of the transactions contemplated by this Agreement shall have been obtained, except where failure to obtain such approval would not have a material adverse effect. Without limiting the generality of the preceding sentence, the following approvals shall have been obtained: (a) approval of the Certificate of Merger by the Attorney General or Supreme Court of the State of New York pursuant to Section 907 of the NPCL; and (b) approval by the New York State Cemetery Board pursuant to Section 1506-d of the NPCL for the consummation of the transactions contemplated by this Agreement.

6.6 Title and Other Affidavits. Association shall have delivered to Forest Lawn any other documents or affidavits reasonably required by this Agreement or Forest Lawn's title insurance company to be delivered by the Association.

7. POST-CLOSING COVENANT OF FOREST LAWN. Following Closing, Forest Lawn covenants and agrees that it will continue to use the name "FREEDOM CEMETERY" or "FREEDOM WELSH CEMETERY" as the name of the cemetery located on the Real Property, *provided that* this covenant shall not prevent Forest Lawn from also identifying itself or any successor or assign as the owner or operator of the cemetery (e.g., "FREEDOM WELSH CEMETERY, a Forest Lawn Cemetery" or "FREEDOM CEMETERY, a Forest Lawn Cemetery" or "part of the Forest Lawn Group" or similar words). The foregoing covenant and agreement shall survive the Closing and may be enforced by appropriate legal action brought by any present or future lot owner in the cemetery located on the Real Property or the current officers and directors of Association.

8. DEFAULT.

8.1 Default by Forest Lawn. Except as otherwise expressly provided in this Agreement, if Forest Lawn shall fail to perform or comply with any material covenant, agreement or condition contained in this Agreement that is required to be performed or complied with by Forest Lawn on or prior to the Closing Date, then Association, after notice to Forest Lawn and failure to cure within thirty (30) days after notice, shall have the option to seek specific performance of this Agreement or to sue Forest Lawn for damages. If Association elects to sue for specific performance, Forest Lawn expressly waives any claim or defense that Association has an adequate remedy at law.

8.2 Default by Association. Except as otherwise expressly provided in this Agreement, if Association shall fail to perform or comply with any material covenant, agreement or condition contained in this Agreement that is required to be performed or complied with by Association on or prior to the Closing Date, then Forest Lawn after notice to Association and failure to cure within thirty (30) days after notice, may seek specific performance of this Agreement or may elect to sue Association for damages. If Forest Lawn elects to sue for specific performance, Association expressly waives any claim or defense that Forest Lawn has an adequate remedy at law.

9. NOTICES. All notices or other communications permitted or required to be given hereunder by any party to any other party shall be in writing and may be delivered by fax or email but must be followed up, or sent in the first place, via personal delivery or by courier, Priority Mail or registered or certified mail, postage prepaid:

If to Forest Lawn:

The Buffalo City Cemetery
1411 Delaware Avenue
Buffalo, New York 14209
Attn: Joseph P. Dispenza., President
Email: jdispenza@forest-lawn.com

With a copy to:

Hodgson Russ LLP
140 Pearl St., Suite 100
Buffalo, New York 14202
Attn: David V. Bradley, Esq.
Email: dbradley@hodgsonruss.com

If to Association:

FREEDOM CEMETERY SOCIETY, INC.
Garth Brown,
321 Freedom Rd.
Freedom, NY 14065

With a copy to:

Nancy S. Hibschi
2238 Eldridge Rd.
East Aurora, NY 14052

Notices shall be effective when the recipient receives same personally, by courier or by one of the mail options listed above. Any party wishing to change the contact information for the receipt of notices may give notice of such change to the other party pursuant to this Section 9.

10. EXTENSION OF TIME AND WAIVER.

(a) Time is of the essence with respect to this Agreement. However, the parties hereto may, by mutual agreement in writing, extend the time for the performance of any of the obligations of the parties hereto.

(b) Each party for whose benefit a representation, warranty, covenant, agreement or condition is intended may, in writing: (i) waive any inaccuracies in the warranties and representations contained in this Agreement; and (ii) waive compliance with any of the covenants, agreements or conditions contained herein and so waive performance of any of the obligations of the other parties hereto, and any default hereunder; *provided that* any such waiver shall not affect or impair the waiving party's rights in respect to any other representation, warranty, covenant, agreement or condition or any default with respect thereto.

11. MISCELLANEOUS PROVISIONS.

11.1 Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email (including those in portable document format) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.3 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties hereto with respect to the transactions contemplated hereby, expressly superseding all prior Agreements and understandings, whether oral or written, and no change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless reduced to writing and signed by the party or parties against whom enforcement is sought.

11.4 Section Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

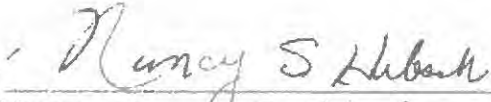
11.5 No Assignment. Neither this Agreement, nor any rights or liabilities hereunder, may be assigned by any party without the prior written consent of all of the other parties.

11.6 Schedules. Schedules referenced in this Agreement are an integral part of this Agreement and are to be deemed a part of this Agreement whether attached hereto on execution of this Agreement or anytime thereafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger.

FREEDOM CEMETERY SOCIETY, INC.

By: 
Name: Nancy S. Hibsch
Title: Sec/Treas.

THE BUFFALO CITY CEMETERY, INC.

By: 
Joseph P. Dispenza, President

SCHEDULE 1.3¹

Membership Capital Contributions and Subventions

Membership

The members of The Buffalo City Cemetery, Inc. are the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Forest Lawn Cemetery in Buffalo, New York and the other cemeteries in the Forest Lawn Group.

The members of Freedom Cemetery Society, Inc. the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Freedom Cemetery in Freedom, New York.

Neither corporation has any holder of certificates evidencing capital contributions or subventions.

¹ Note: By agreement between the parties, Association will provide any necessary updates to the Schedules as soon as practicable and in any event before Closing, and Forest Lawn will have the right to review and approve all such updates.

Exhibit N

Forest Lawn Board Approval of Merger

**RESOLUTIONS OF THE BOARD OF TRUSTEES
OF
THE BUFFALO CITY CEMETERY, INC.**

THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn ("*Forest Lawn*") convened a meeting of its Board of Trustees (the "*Board*") on June 15, 2021 (the "*Meeting Date*"), and adopted the following preamble and resolutions to authorize, adopt and approve the plan of merger of Forest Lawn, a public, not-for-profit regulated cemetery, with FREEDOM CEMETERY SOCIETY, INC. (the "*Association*"), pursuant to Section 902 and Section 1506-d of the Not-for-Profit Corporation Law (the "*NPCCL*"), with Forest Lawn surviving.

WHEREAS, the Board has determined that the review and consideration of certain cemetery mergers would contribute to the financial stability and long-term sustainability of Forest Lawn's cemetery operations and support the interests of its lot owners; and

WHEREAS, the Board has directed management to proceed with the ongoing review and development of merger opportunities, and in circumstances where management determines that pursuit of a merger is prudent, submit such opportunities to the Board for review and approval; and

WHEREAS, the Board and management have previously met and discussed with representatives of Association a plan of merger ("*Plan of Merger*") outlining the terms and conditions for a merger of the Association with and into Forest Lawn; and

WHEREAS, the Board previously approved of a Plan of Merger between Forest Lawn and the Association in a resolution dated as of August 21, 2018; and

WHEREAS, the proposed merger was never consummated due to unavoidable regulatory and other delays; and

WHEREAS, the parties have now re-engaged in discussions and are once again proposing to pursue the contemplated merger pursuant to a re-executed Plan of Merger substantially the same as the previously executed Plan of Merger, a copy of which has been shared with the Board; and

WHEREAS, the Board has reviewed updated reports and recommendations related to this matter as well as the scope of the project and plans for this proposed merger; and

WHEREAS, Forest Lawn has determined that a merger of the Association with and into Forest Lawn (the "*Merger*") under the terms of the Plan of Merger will afford Forest Lawn the ability to acquire and

profitably manage Association based on the recommendations and financial analysis reviewed by the Board; and

WHEREAS, Forest Lawn hereby submits the Plan of Merger setting forth the proposed terms and condition for the Merger for review and re-approval of the Board.

NOW, THEREFORE, IT IS

RESOLVED, that the Merger of the Association with and into Forest Lawn and the Plan of Merger be, and each hereby is, adopted and approved by the Board; and be it further

RESOLVED, that a meeting of the lot owners of Forest Lawn be, and hereby is, called for the purpose of presenting the Plan of Merger for further adoption and approval by such lot owners under Section 903 of the NPCL; and be it further

RESOLVED, that the Board Chair, President, officers, and/or legal counsel of Forest Lawn, and each of their designees, be, and each hereby is, authorized to execute or have executed, prepare or have prepared, and file or have filed, any and all documents in order to effectuate, secure and consummate the Merger, including but not limited to the Plan of Merger, an Agreement of Merger, a Certificate of Merger, a Verified Petition for the Merger, and any and all ancillary documents, petitions, agreements, consents and certificates required, and to do or take any other actions required, in furtherance of the Merger and the preceding resolutions, subject to successful and beneficial resolution of appropriate conditions to closing including, without limitation, all necessary approvals relating to the Merger; and be it further

RESOLVED, that the Board Chair, President, officers, and/or legal counsel of Forest Lawn, and each of their designees, be, and each hereby is, authorized to file an application and provide any and all documentation to the State Cemetery Board and Division of Cemeteries as is necessary to secure approval of Merger and in furtherance of the preceding resolutions.

OFFICER'S CERTIFICATE

I, Meghann Surret hereby certify that:

1. I am the Secretary of THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn ("Forest Lawn"), a public, not-for-profit regulated cemetery governed under the New York Not-for-Profit Corporation Law.
2. The preceding resolutions were approved by at least a majority vote of the governing board of Forest Lawn (the "*Board*"), a quorum being present, at a meeting duly called and held on June 15, 2021, which resolutions have not been rescinded or modified and are still in full force and effect.
3. At said meeting there were: (i) 8 votes cast for approval of the preceding resolutions; (ii) 0 votes cast against approval of the preceding resolutions; and (iii) 0 abstentions.

IN WITNESS WHEREOF, I have set my hand this 15 day of June, 2021

Meghann Surret
Secretary

Exhibit O

Forest Lawn Lot Owners

Approval of Merger

**RESOLUTIONS OF THE LOT OWNERS
OF
THE BUFFALO CITY CEMETERY, INC.**

Monday, August 2, 2021. 2:00pm

THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn ("*Forest Lawn*") convened a meeting of its lot owners on August 2, 2021 (the "*Meeting Date*"), and adopted the following preamble and resolutions to authorize, adopt and approve the plan of merger of Forest Lawn, a public, not-for-profit regulated cemetery, with: FREEDOM CEMETERY SOCIETY INC. (the "*Association*") pursuant to Section 903(a) of the Not-for-Profit Corporation Law, with Forest Lawn surviving.

WHEREAS, a meeting of the lot owners of Forest Lawn on the Meeting Date was duly called, and notice for such meeting was duly provided; and

WHEREAS, at such meeting, the governing Board of Forest Lawn (the "*Board*") presented a plan of merger (the "*Plan of Merger*") setting forth the terms and conditions of the proposed merger of the Association with and into Forest Lawn. (the "*Merger*"); and

WHEREAS, the Board of Forest Lawn has voted to approve the Merger and to adopt the Plan of Merger; and

WHEREAS, the lot owners of Forest Lawn have determined that the Merger, under the terms and conditions of the Plan of Merger, is in the best interest of the lot owners and meets the financial needs and long-term sustainability of Forest Lawn's cemetery operations.

NOW, THEREFORE, IT IS

RESOLVED, that the Merger of the Association with and into Forest Lawn and the Plan of Merger be, and each hereby is, adopted and approved by the lot owners of the Forest Lawn; and be it further

RESOLVED, that the Board of Forest Lawn, its officers and their designees be, and each hereby is, authorized to prepare or have prepared, execute or have executed, and file or have filed any and all documents in order to effectuate, secure and consummate the Merger, including but not limited to the Plan of Merger, an Agreement of Merger, a Certificate of Merger, a Verified Petition for the Merger, and any and all ancillary documents, petitions, agreements, consents and certificates required, and to do or take any other actions required, in furtherance of the Merger.

OFFICER'S CERTIFICATE

I, Meghann Surret, hereby certify that:

1. I am the Secretary of THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn ("Forest Lawn"), a public, not-for-profit regulated cemetery governed under the New York Not-for-Profit Corporation Law.
2. Notice of the meeting of lot owners of the Association was duly posted or delivered in the following manner:
 - a. The notice was published in a newspaper in the county where the Association's principal office is located once a week for three (3) consecutive weeks prior to the date of the lot owners' meeting.
 - b. The notice was conspicuously posted on the Association's web site, together with a copy of the Plan of Merger or an outline of the material features of the Plan of Merger.
3. The preceding resolutions were approved by at least a two-thirds vote of the lot owners of Forest Lawn present in person or by proxy, a quorum being present, at a meeting duly called and held on August 2, 2021, which resolutions have not been rescinded or modified and are still in full force and effect. 2 present, 150 by proxy
4. There were [no / 0] votes cast against approval of the preceding resolutions.

IN WITNESS WHEREOF, I have set my hand this 2nd day of August, 2021


Secretary

Exhibit P

**Freedom Cemetery Society
Board Approval of Merger**

**RESOLUTIONS OF THE GOVERNING BOARD
OF**

Freedom **CEMETERY ASSOCIATION**

Freedom CEMETERY ASSOCIATION (the "Association") convened a meeting of its governing Board (the "Board") on May 1, 2021 (the "Meeting Date"), and adopted the following preamble and resolutions to authorize, adopt and approve the plan of merger of the Association, a public, not-for-profit regulated cemetery situated in the Town of Freedom, New York with and into THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn ("Forest Lawn") pursuant to Section 902 of the Not-for-Profit Corporation Law (the "NPCL").

WHEREAS, the Board has reviewed options for the long-term sustainability of the Association; and

WHEREAS, the Board has met with representatives of Forest Lawn to discuss a plan of merger ("Plan of Merger") outlining the terms and conditions for a merger of the Association with and into Forest Lawn; and

WHEREAS, the Association has determined that a merger of the Association with and into Forest Lawn (the "Merger") under the terms of the Plan of Merger will meet the financial needs and long-term sustainability of the Association's operations and will support the best interests of the Association and its lot owners; and

WHEREAS, the Association hereby submits the Plan of Merger setting forth the proposed terms and condition for the Merger for review and approval of the Board.

NOW, THEREFORE, IT IS

RESOLVED, that the Merger of the Association with and into Forest Lawn and the Plan of Merger be, and each hereby is, adopted and approved by the Board; and be it further

RESOLVED, that a meeting of the lot owners of the Association be, and hereby is, called for the purpose of presenting the Plan of Merger for further adoption and approval by such lot owners under Section 903 of the NPCL; and be it further

RESOLVED, that the President, officers, and/or legal counsel of the Association, and each of their designees, be, and each hereby is, authorized to prepare or have prepared, execute or have executed, and file or have filed, any and all documents in order to effectuate, secure and consummate the Merger, including but not limited to the Plan of Merger, an Agreement of Merger, a Certificate of

Merger, a Verified Petition for the Merger, and any and all ancillary documents, petitions, agreements, consents and certificates required, and to do or take any other actions required, in furtherance of the Merger and the preceding resolutions, subject to successful and beneficial resolution of appropriate conditions to closing including, without limitation, all necessary approvals relating to the Merger; and be it further

RESOLVED, that the President, officers, and/or legal counsel of the Association, and each of their designees, be, and each hereby is, authorized to file an application and provide any and all documentation to the State Cemetery Board and Division of Cemeteries as is necessary to secure approval of Merger and in furtherance of the preceding resolutions.

OFFICER'S CERTIFICATE

I, Nancy Hilsch hereby certify that:

1. I am the duly elected Sec/Treas of Freedom CEMETERY ASSOCIATION (the "Association"), a public, not-for-profit regulated cemetery governed under the New York Not-for-Profit Corporation Law.
2. The preceding resolutions were approved by at least a majority vote of the governing board of the Association (the "Board"), a quorum being present, at a meeting duly called and held on May 1, 2021, which resolutions have not been rescinded or modified and are still in full force and effect.
3. At said meeting there were: (i) 4 votes cast for approval of the preceding resolutions; (ii) 0 votes cast against approval of the preceding resolutions; and (iii) 0 abstentions.

IN WITNESS WHEREOF, I have set my hand this 1st day of May, 2021.

Nancy S. Hilsch

Name: Nancy S. Hilsch

Title: Sec/Treas

Exhibit Q

Freedom Cemetery Society

Lot Owners Approval of Merger

**RESOLUTIONS OF THE LOT OWNERS
OF
FREEDOM CEMETERY SOCIETY**

FREEDOM CEMETERY SOCIETY (the “*Association*”) convened a meeting of its lot owners on Tuesday, July 27, 2021 (the “*Meeting Date*”), and adopted the following preamble and resolutions to authorize, adopt and approve the plan of merger of the Association, a public, not-for-profit regulated cemetery situated in the Town of Freedom, New York with and into THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn (“*Forest Lawn*”), pursuant to Section 903(a) of the Not-for-Profit Corporation Law.

WHEREAS, a meeting of the lot owners of the Association on the Meeting Date was duly called, and notice for such meeting was duly provided; and

WHEREAS, at such meeting, the governing Board of the Association (the “*Board*”) presented a plan of merger (the “*Plan of Merger*”) setting forth the terms and conditions of the proposed merger of the Association with and into Forest Lawn (the “*Merger*”); and

WHEREAS, the Board of the Association has voted to approve the Merger and to adopt the Plan of Merger; and

WHEREAS, the lot owners of the Association have determined that the Merger, under the terms and conditions of the Plan of Merger, is in the best interest of the lot owners and meets the financial needs and long-term sustainability of the Association’s cemetery operations.

NOW, THEREFORE, IT IS

RESOLVED, that the Merger of the Association with and into Forest Lawn and the Plan of Merger be, and each hereby is, adopted and approved by the lot owners of the Association; and be it further

RESOLVED, that the Board of the Association, its officers and their designees be, and each hereby is, authorized to prepare or have prepared, execute or have executed, and file or have filed any and all documents in order to effectuate, secure and consummate the Merger, including but not limited to the Plan of Merger, an Agreement of Merger, a Certificate of Merger, a Verified Petition for the Merger, and any and all ancillary documents, petitions, agreements, consents and certificates required, and to do or take any other actions required in furtherance of the Merger.

OFFICER'S CERTIFICATE

I, GARTH A. MOWEN, hereby certify that:

1. I am the duly elected President of FREEDOM CEMETERY SOCIETY (the "Association"), a public, not-for-profit regulated cemetery governed under the New York Not-for-Profit Corporation Law.
2. Notice of the meeting of lot owners of the Association was duly posted or delivered in the following manner (check all that apply):
 - a. ☒ Written notice was duly sent by first class mail, facsimile or electronic mail to all Lot Owners at least ten (10) and not more than sixty (60) days prior to the meeting in accordance with the New York Not-For-Profit Corporation Law and the Association's by-laws.
 - b. ☒ The notice was published in a newspaper in the county where the Association's principal office is located once a week for three (3) consecutive weeks prior to the date of the lot owners' meeting.
 - c. ☒ The notice was conspicuously posted at the Association's cemetery for at least sixty (60) days prior to the lot owners' meeting, together with the name, telephone number and address of a person from whom a copy of the Plan of Merger could be obtained.
 - d. ☐ The notice was conspicuously posted on the Association's web site, together with a copy of the Plan of Merger or an outline of the material features of the Plan of Merger. (If this box is not checked, then this will certify that the Association does not maintain web site).
3. The preceding resolutions were approved by at least a two-thirds vote of the lot owners of the Association present in person or by proxy, a quorum being present, at a meeting duly called and held on July 27, 2021, which resolutions have not been rescinded or modified and are still in full force and effect.
4. At said meeting there were: (i) 15 votes cast for approval of the preceding resolutions; (ii) 8 votes cast against approval of the preceding resolutions; and (iii) 0 abstentions.

IN WITNESS WHEREOF, I have set my hand this 27 day of July, 2021.

Name: GARTH A. MOWEN

Title: PRESIDENT

Exhibit R

Forest Lawn Annual Financial Report



Division of Cemeteries

New York State
Department of State
DIVISION OF CEMETERIES
One Commerce Plaza 99
Washington Avenue
Albany, NY 12231 0001
Telephone: (518) 474-6226
www.dos.ny.gov

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

CEMETERIES THAT FILE CPA REPORTS MUST ALSO COMPLETE THIS REPORT. ATTACH ADDITIONAL
PAGES IF NEEDED.

PART ONE – GENERAL INFORMATION

Reporting Year End Date – Report due 90 days after end of fiscal year (March 31 for most cemeteries) 3/31/2021		
Cemetery Name Forest Lawn Cemetery & Crematory	Cemetery County Erie	
New York State – Cemetery Five Digit ID Number 15027	Federal ID Number – Nine Digit ID Number 16-0365720	
Mailing Address (include name if address is that of an Officer) 1990 Main Street		
City, Town or Village Buffalo		Zip Code 14208

PERSON KEEPING FINANCIAL RECORDS

Name and Title Annette M. Wargo	Controller/Treasurer	Mailing Address 1990 Main Street	Buffalo	14208
Telephone Number 716-885-1600	E-Mail Address awargo@forest-lawn.com			

NUMBER OF BURIALS – FOR REPORTING YEAR				CEMETERY LANDS – IN ACRES	
Number of Body Burials	1059	Current Lot Price-if multiple prices, write "various"		Sold – To Date	
Number of Cremains Buried from NYS Crematories	562	Adult Interment Fee	1562	Unsold - Developed	
Number of Cremains Buried from Out-of-State Crematories	56	Cremation Interment Fee	1046	Unsold - Undeveloped	
Total Burials for Reporting Year	1677	Cremation Fee for Crematory Use only		Total Acreage	
Number Cremations Performed	5232	Estimated Burial Spaces Remaining Including In Ground, Mausoleum Crypts and Columbarium niches			

INSURANCE COVERAGE – Commercial Crime/Employee Dishonesty

5000000	9/23/2021
AMOUNT OF COVERAGE	EXPIRATION DATE OF POLICY
Directors & Officers	Mount Vernon Fire Insurance Company
CLASSES OF PERSONS (DIRECTORS, EMPLOYEES, OFFICERS, ETC.) COVERED	NAME OF CARRIER

- ☐ Check if the Division has previously granted a reduction, waiver or modification of this requirement.
- ☒ Directors and trustees must annually disclose any possible conflicts of interest in a written statement. Check here to confirm that your directors and trustees have done so. Do not attach the statements to your Annual Financial Report.

FINANCIAL STATEMENT CERTIFICATION

The undersigned officials of the Forest Lawn Cemetery & Crematory Cemetery Corporation certify that we have thoroughly reviewed this Annual Financial Report. To the best of our knowledge this Annual Financial Report and the cemetery's operating statement and accounting assets are complete, accurate, free from any misstatements and are not misleading in any respect.

X	6/28/2021 10:55:50 AM
TRUSTEE SIGNATURE James M. Wadsworth	DATE
NAME AND TITLE (PRINT) Chairman	
X	6/28/2021 10:55:50 AM
TRUSTEE SIGNATURE Joseph P. Dispenza	DATE
NAME AND TITLE (PRINT) President/Trustee	

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART TWO – OPERATING STATEMENT

CEMETERY NUMBER AND NAME	DATE – Reporting Year End
15027 Forest Lawn Cemetery & Crematory	3/31/2021

① Operating Account Balance – Beginning..... \$ 9,708,775.00

RECEIPTS (INCOME)

(You may attach a statement of income and expense in lieu of completing this section if it contains all the information required below. ALL HIGHLIGHTED LINES MUST BE FILLED OUT)

a. Lot Sales (gross) (includes niche, crypts, mausoleums, etc.)..... \$ _____
b. Interment Income..... \$ _____
c. Foundations..... \$ _____
d. Dividends and Interest (deposited in reporting year)..... \$ _____
e. Donations and Bequests..... \$ _____
f. Other Receipts (complete schedule on next page)..... \$ _____
g. SUBTOTAL - OPERATING REVENUES...(Add lines a – f)... +\$ 8,418,120.00

DISBURSEMENTS (EXPENSES)

h. Employee Wages..... \$ _____
i. Independent Contractor - Grave Opening..... \$ _____
j. - Maintenance and Mowing..... \$ _____
k. Salaries of Officers and Directors..... \$ _____
l. Supplies and Repairs..... \$ _____
m. Equipment..... \$ _____
n. Insurance - General Liability..... \$ _____
o. - Workers Compensation..... \$ _____
p. - Commercial Crime/Employee Dishonesty..... \$ _____
q. Vandalism and Assessment Fee..... \$ _____
r. Other Disbursements (complete schedule on next page)..... \$ _____
s. SUBOTAL - DISBURSEMENTS...(Add lines h – r)..... - \$ 7,375,702.00

② Net Operating Surplus OR Deficit (Operating Revenue - line g Less Disbursements - line s) \$ 1,042,418.00

TRANSFERS TO OPERATING ACCOUNT (complete this entire section even if you file a CPA Report)

From Trust Funds (Retained Income from Previous Years)..... \$ 0.00
From Other Funds (i.e., Special, Bequests, Pre-need, etc.)..... \$ 0.00

③ TOTAL TRANSFERS TO OPERATING ACCOUNT..... + \$ 0.00

TRANSFERS FROM OPERATING ACCOUNT

To Permanent Maintenance Fund*
Minimum of 10 % of Lot Sales..... \$ 332,548.00
\$35 per Interment..... \$ _____
Other (Loan Payments, etc.)..... \$ _____
To Perpetual Care Fund..... \$ 0.00
To Other Funds..... \$ 0.00

④ TOTAL TRANSFERS FROM OPERATING ACCOUNT TO PM, PC, AND OTHER FUNDS..... - \$ 332,548.00

Operating Account Balance – ENDING (Total lines 1 – 3 less line 4)..... \$ 10,418,645.00

DIVIDENDS AND INTEREST

Total Dividends and Interest Earned in the Reporting Year (from all accounts)..... \$ 1,128,591.00

*By law, a cemetery must deposit into its Permanent Maintenance fund at least 10% of the gross proceeds of lot and grave sales and \$35.00 for every interment including cremated remains.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART TWO – OPERATING STATEMENT

CEMETERY NUMBER AND NAME 15027 Forest Lawn Cemetery & Crematory	DATE – Reporting Year End 3/31/2021
--	--

Other Receipts – Detail Schedule

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Other Receipts (must equal total
on line f on previous page.) \$ 0.00

Other Disbursements – Detail Schedule

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Other Disbursements (must equal
total on line r on previous page.) \$ 0.00

PART THREE – STATEMENT OF OPERATING FUNDS & TRUST FUNDS

GENERAL FUND (GF) – SCHEDULE OF ACCOUNTS and BALANCES

List reporting year end balances of all accounts containing GF. For all investment accounts, also list cost basis. Attach schedule if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
1. _____	_____	_____	\$ _____	_____
2. _____	_____	_____	\$ _____	_____
3. _____	_____	_____	\$ _____	_____
4. _____	_____	_____	\$ _____	_____
5. _____	_____	_____	\$ _____	_____
Total of General Fund Assets at Reporting Year End			\$ 0.00	\$ 0.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION**PART THREE – STATEMENT OF OPERATING FUNDS & TRUST FUNDS**

CEMETERY NUMBER AND NAME 15027 Forest Lawn Cemetery & Crematory	DATE – Reporting Year End 3/31/2021
--	--

PERMANENT MAINTENANCE FUND – SCHEDULE OF ACCOUNTS and BALANCES

Permanent Maintenance (PM) Assets – List reporting year end balances of all accounts containing PM funds. For all investment accounts, also list cost basis. You may attach a schedule or list all on separate sheet if additional space is required, but you must complete Line A, below.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End-at Market	Balance-Reporting Year End-at Cost
1. Charles Schwab	8790	savings	\$ 7,109.00	\$ 7,109.00
2. BlackRock High Yield Bond	8790	mf	\$ 5,145,970.00	\$ 4,804,193.00
3. BlackRock Strategic Income	8790	mf	\$ 1,637,906.00	\$ 1,541,872.00
4. T. Rowe Price High Yield	8790	mf	\$ 6,551,861.00	\$ 6,603,313.00
5. Drake Capital	4262	other	\$ 1,554,515.00	\$ 1,554,515.00
A. Total of Permanent Maintenance Assets at Reporting Year End			\$ 31,356,153.00	\$ 30,640,585.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

PERMANENT MAINTENANCE (PM) FUND RECONCILIATION

1. PM Fund Balance – Beginning	\$ 28,910,110.00
ADDITIONS TO PM	
2. Allocations from Lot Sales (at least 10% of gross lot sales)	\$ 0.00
3. Allocations from Interments (\$35 per interment)	\$ 60,005.00
4. Allocations from Installment Payments (from Part 5A)	\$ 272,543.00
5. Income (Interest and Dividends)	\$ 1,012,020.00
6. Realized Capital Gains	\$ 1,151,043.00
7. PM Loan Repayments	\$ 370,000.00
8. Other Additions to PM	\$ 0.00
9. SUBTOTAL ADDITIONS (Lines 2 through 8)	+ \$ 2,865,611.00
WITHDRAWALS/DEDUCTIONS FROM PM	
10. Transfer of Income (Interest and Dividends)	\$ 1,050,366.00
11. Realized Capital Losses	\$ 0.00
12. PM Loans withdrawn	\$ 0.00
13. Deduction of 2/3 of investment advisory fees on PM account	\$ 84,770.00
14. SUBTOTAL DEDUCTIONS (Lines 10 through 13)	- \$ 1,135,136.00
15. Balance at Reporting Year End (Line 1 plus Line 9, minus Line 14)	\$ 30,640,585.00

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART THREE – STATEMENT OF OPERATING FUNDS & TRUST FUNDS

CEMETERY NUMBER AND NAME		DATE – Reporting Year End
15027	Forest Lawn Cemetery & Crematory	3/31/2021

SPECIAL TRUST FUNDS – SCHEDULE OF ACCOUNTS and BALANCES (IF THE CEMETERY HAS SUCH TRUST FUNDS)

List reporting year end balances of all accounts containing Special Trust Funds (such as restricted donations or bequests). For all investment accounts, also list cost basis. Attach schedule or list all on separate sheet if additional space is required. Attach copies of instruments establishing new bequests received during the reporting year. Attach schedule or list all on separate sheet if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
Total of Special Trust Fund Assets at Reporting Year End			\$ _____ 0.00	\$ _____ 0.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

1. Does your cemetery currently, or has it ever, offered perpetual care? **YES**
Perpetual care is a voluntary contractual arrangement with the cemetery for additional care of a lot, plot, or part thereof.
If you answered YES to this Question, go online to <http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Four A— Perpetual Care Trust Fund—Schedule of Accounts and Balances, and Perpetual Care Fund Reconciliation.
2. Does your cemetery have a Permanent Maintenance Fund loan outstanding? **YES**
If you answered YES to this question, go online to <http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Four B – Permanent Maintenance Loan Balance.
3. Does your cemetery sell lots on an installment basis? **YES**
If you answered YES to this question, go online to <http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Five-A – Supporting Schedules.
4. Does your cemetery sell merchandise such as bronze markers or interment services on a pre-need basis? **YES**
If you answered YES to this question, go online to <http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Five-B – Supporting Schedules.
5. Does your cemetery file Form 990 or Form 990-EZ with the IRS? **YES**
If you answered YES to this question:
Form 990 filers attach Part VII Compensation of Officers, Directors, Trustees.
Form 990-EZ filers attach Part VI.
If your cemetery files Form 990-N – Electronic Notice (e-Postcard), no additional attachments are required.
-

If you answered **NO to ALL** of the above five questions and your cemetery has less than \$1,000,000 in total financial assets,* **STOP HERE**.
You do not have to fill out any additional schedules.

* Total financial assets means all general funds, permanent maintenance funds, perpetual care funds, special trust funds and other funds under the control of the cemetery, including both restricted and unrestricted funds, regardless of the form in which they are held. Total financial assets do not include the cemetery's land, buildings, equipment, etc.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART FOUR A – PERPETUAL CARE TRUST FUNDS

CEMETERY NUMBER AND NAME	DATE – Reporting Year End
15027 Forest Lawn Cemetery & Crematory	3/31/2021

PERPETUAL CARE FUND – SCHEDULE OF ACCOUNTS and BALANCES (IF PERPETUAL CARE IS OR HAS BEEN OFFERED)

Perpetual Care (PC) Assets – List reporting year end balances of all accounts containing PC funds. For all investment accounts, also list cost basis. Attach schedule or list all on separate sheet if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End-at Market	Balance-Reporting Year End-at Cost
1. Charles Schwab	2046	savings	\$ 10,774.00	\$ 10,774.00
2. BlackRock Strategic Incom	2046	mf	\$ 537,305.00	\$ 512,809.00
3. T. Rowe Price High Yield	2046	mf	\$ 715,378.00	\$ 666,443.00
4. Vanguard Inflation Protec	2046	mf	\$ 670,732.00	\$ 594,178.00
5. _____	_____	_____	\$ _____	\$ _____
A. Total of Perpetual Care Assets at Reporting Year End			\$ 6,360,986.00	\$ 5,870,472.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

PERPETUAL CARE (PC) FUND RECONCILIATION

① PC Fund Balance –

\$ 5,732,496.00

ADDITIONS TO PC

2 Allocations from Endowments	\$ 13,000.00
3 Income (Interest and Dividends)	\$ 116,571.00
4 Realized Capital Gains	\$ 130,994.00

⑤ SUBTOTAL ADDITIONS (Lines 2 through 5) + \$ 260,565.00

WITHDRAWALS/DEDUCTIONS FROM PM

6 Transfer of Income (Interest and Dividends)	\$ 122,589.00
7 Realized Capital Losses	\$ 0.00
8 Deduction of 2/3 of investment advisory fees on PC account	\$ 0.00

⑨ SUBTOTAL DEDUCTIONS (Lines 7 through 9) - \$ 122,589.00

10 Balance at Reporting Year End

(Line 1 plus Line 6, minus Line 10)

\$ 5,870,472.00

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART FOUR B- PERMANENT MAINTENANCE TRUST FUNDS

CEMETERY NUMBER AND NAME	DATE – Reporting Year End
15027 Forest Lawn Cemetery & Crematory	3/31/2021

PERMANENT MAINTENANCE LOAN BALANCE – as approved by the NYS Cemetery Board

Schedule A

1. Beginning of Reporting Year Unpaid Balance	\$1,108,961.00
2. Less: Loan Repayments made in the Current Reporting Year – from line 5 of PM Fund Reconciliation	(\$ 370,000.00)
3. Plus: New Loans Granted in Reporting Year – from line 9 of PM Fund Reconciliation	\$ 0.00
4. Balance-End of Reporting Year*	\$ 0.00

*If the cemetery has multiple PM Loans provide a separate schedule for each loan.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION**PART FIVE – B – SUPPORTING SCHEDULES**

CEMETERY NUMBER AND NAME		DATE – Reporting Year End
15027	Forest Lawn Cemetery & Crematory	3/31/2021

**PRE-NEED SALES CONTRACTS RECEIVED RECONCILIATION
INTERMENT AND OTHER SERVICES AND MERCHANDISE**

Schedule B

	Interment Services	Merchandise
Balance – Beginning of Reporting Year	\$ #####	\$ 113,400.00
Sales:		
Add - Payments Received This Reporting Year	\$ 73,395.00	\$ 0.00
Less – Payments Received on Contracts Cancelled This Reporting Year	\$ 0.00	\$ 0.00
Less – Contracts Delivered This Reporting Year	\$ 100,028.00	\$ 1,518.00
Balance – End of Reporting Year	\$ #####	\$ 111,882.00

PRE-NEED TRUST FUNDS – RECONCILIATION (IF THE CEMETERY HAS SUCH TRUST FUNDS)

List cash and investments of Pre-Need Trust Funds – **Include accounts for pre-need sales of merchandise such as bronze markers and services such as interment fees.** For all investment accounts also list cost basis. Attach schedule or list all on separate sheet if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type * of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
1. M&T Bank	0692	savings	\$ 263,937.00	\$ 263,937.00
2. M&T Bank	3767	savings	\$ 131,404.00	\$ 131,404.00
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
Total Pre-Need Trust Fund Assets at Reporting Year End			\$ 395,341.00	\$ 395,341.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

**PRE-NEED CONTRACTS DELIVERED RECONCILIATION
SERVICES AND MERCHANDISE**

Schedule C

	Sale Amount Collected	Reporting Year Delivery Cost	Difference
Delivered Contracts- Reporting Year			
Pre-Need Services	\$ 0.00	\$ 0.00	\$ 0.00
Pre-Need Merchandise	\$ 0.00	\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00

15027 - Forest Lawn Cemetery & Crematory Trustee Changes for Reporting Period Ending 3/31/2021

Change	Title	Name	Address	Phone	Email
delete	Trustee	Dean Jewett			
delete	Trustee	Margot Banta			
add	Trustee	Hugh Russ	140 Pearl Street, Suite 100, Buffalo, NY 14202		

Exhibit S

Freedom Cemetery Society Annual Financial Report



Division of Cemeteries

NEW YORK STATE
Department of State
DIVISION OF CEMETERIES
One Commerce Plaza
99 Washington Avenue
Albany, NY 12231-0001
Telephone: (518) 474-6226
www.dos.ny.gov

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

CEMETERIES THAT FILE CPA REPORTS MUST ALSO COMPLETE THIS REPORT. ATTACH ADDITIONAL PAGES IF NEEDED.

PART ONE - GENERAL INFORMATION

Reporting Year End Date - Report due 90 days after end of fiscal year (March 31 for most cemeteries)

December 31, 2020

Cemetery Name <u>Freedom Cemetery Society Inc</u>	New York State - Cemetery Five Digit ID Number <u>05-015</u>
County Name <u>Cattaraugus</u>	Federal ID Number - Nine Digit ID Number <u>84-1635652</u>

Location of Cemetery (street address, town, city or village and zip code)
Freedom & Osmon Rdg Freedom, N.Y. 14065

Mailing Address (if different - include name if address is that of an officer)
Nancy S Hibsch 2338 Eldridge Rd, East Aurora, N.Y. 14052

PERSON KEEPING FINANCIAL RECORDS

Name and Title <u>Nancy S. Hibsch, Sec/Treas</u>	Mailing Address <u>2338 Eldridge Road East Aurora NY 14052</u>
Telephone Number <u>716-807-6221</u>	E-Mail Address <u>NSHibsch@gmail.com</u>

NUMBER OF BURIALS - FOR REPORTING YEAR

NUMBER OF BURIALS - FOR REPORTING YEAR				CEMETERY LANDS IN ACRES	
Number of Body Burials	<u>3</u>	Current Lot Price-if multiple prices, write "various"	<u>450.00</u>	Sold - To Date	<u>2.5</u>
Number of Cremains Buried from NYS Crematories	<u>2</u>	Adult Interment Fee	<u>640.00</u>	Unsold - Developed	<u>.5</u>
Number of Cremains Buried from Out-of-State Crematories	<u>0</u>	Cremation Interment Fee	<u>320.00</u>	Unsold - Undeveloped	<u>1.0</u>
Total Burials for Reporting Year	<u>5</u> 0			Total Acreage	<u>4.0</u> 0.00

INSURANCE COVERAGE - Commercial Crime/Employee Dishonesty

AMOUNT OF COVERAGE \$15,000 EXPIRATION DATE OF POLICY June 7, 2022

COVERAGE General

ASSES OF PERSONS (DIRECTORS, EMPLOYEES, OFFICERS, ETC.) COVERED Travelers

USE OF CARRIER

- ☐ Check if the Division has previously granted a reduction, waiver or modification of this requirement.
- ☒ Directors and trustees must annually disclose any possible conflicts of interest in a written statement. Check here to confirm that your directors and trustees have done so. Do not attach the statements to your Annual Financial Report.

FINANCIAL STATEMENT CERTIFICATION

The undersigned officials of the Freedom Cemetery Society Inc Cemetery Corporation certify that we have thoroughly reviewed this Annual Financial Report. To the best of our knowledge the Annual Financial Report and the cemetery's operating statement and accounting assets are complete, accurate, free from any misstatements and are not misleading in any respect.

Arthur Brown Pres 1/28/2021
TRUSTEE SIGNATURE DATE

ARTHUR A. BROWN
NAME AND TITLE (PRINT)

Nancy S Hibsch Treas/Sec Jun 28, 2021
TRUSTEE SIGNATURE DATE

Nancy S. Hibsch Sec/Treas
NAME AND TITLE (PRINT)

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART TWO - OPERATING STATEMENT

CEMETERY NUMBER AND NAME	DATE - Reporting Year End
05-015 Freedom Cemetery Society Inc.	12-31-2020

① Operating Account Balance - Beginning..... \$ 317.04

RECEIPTS (INCOME)

(You may attach a statement of income and expense in lieu of completing this section if it contains all the information required below. ALL HIGHLIGHTED LINES MUST BE FILLED OUT)

a. Lot Sales (gross) (includes niche, crypts, mausoleums, etc.).....	\$ 4200.00
b. Interment Income.....	\$ 2930.00
c. Foundations.....	\$ 0
d. Dividends and Interest (deposited in reporting year).....	\$ 0
e. Donations and Bequests.....	\$ 250.00
f. Other Receipts (complete schedule on next page).....	\$ 4810.00
g. SUBTOTAL - OPERATING REVENUES... (Add lines a - f)...	+\$ 12,190.00 0.00

DISBURSEMENTS (EXPENSES)

h. Employee Wages.....	\$ 0
i. Independent Contractor - Grave Opening.....	\$ 1460.00
j. - Maintenance and Mowing.....	\$ 6103.00
k. Salaries of Officers and Directors.....	\$ 800.00
l. Supplies and Repairs.....	\$ 0
m. Equipment.....	\$ 0
n. Insurance - General Liability.....	\$ 245.25
o. - Workers Compensation.....	\$ 0
p. - Commercial Crime/Employee Dishonesty.....	\$ 0
q. Vandalism and Assessment Fee.....	\$ 15.00
r. Other Disbursements (complete schedule on next page).....	\$ 53.90
s. SUBTOTAL - DISBURSEMENTS... (Add lines h - r).....	-\$ 8677.15 0.00

② Net Operating Surplus OR Deficit (Operating Revenue - line g Less Disbursements - line s) \$ 3512.85 0.00

TRANSFERS TO OPERATING ACCOUNT (complete this entire section even if you file a CPA Report)

From Trust Funds (Retained Income from Previous Years).....	\$ 0
From Other Funds (i.e., Special, Bequests, Pre-need, etc.).....	\$ 0
③ TOTAL TRANSFERS TO OPERATING ACCOUNT.....	+\$ 0 0.00

TRANSFERS FROM OPERATING ACCOUNT

To Permanent Maintenance Fund*	
Minimum of 10 % of Lot Sales.....	\$ 345.00
\$35 per Interment.....	\$ 245.00
Other (Loan Payments, etc.).....	\$ 0
To Perpetual Care Fund.....	\$ 0
To Other Funds.....	\$ 0
④ TOTAL TRANSFERS FROM OPERATING ACCOUNT TO PM, PC, AND OTHER FUNDS.....	-\$ 590.00 0.00

Operating Account Balance - ENDING (Total lines 1 - 3 less line 4) \$ 6100.89 0.00

DIVIDENDS AND INTEREST

Total Dividends and Interest Earned in the Reporting Year (from all accounts) \$ 2104.32

*By law, a cemetery must deposit into its Permanent Maintenance fund at least 10% of the gross proceeds of lot and grave sales and \$35.00 for every interment including cremated remains.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART TWO - OPERATING STATEMENT

CEMETERY NUMBER AND NAME

DATE - Reporting Year End

Freedom Cemetery Society, Inc. 05-015

12-31-2020

Other Receipts - Detail Schedule

Other Disbursements - Detail Schedule

Freedom Rental \$ 1600.00
Share of Lawn Care \$ _____
Service charges from Bank reversed \$ 10.00
M&T \$ _____
transfer from PM Fund \$ 3200.00
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Safe deposit \$ 39.90
Box M&T Bank \$ _____
Service charges M&T Bank \$ 14.00
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Other Receipts (must equal total on line f on previous page.) \$ 4810.00 0.00

Other Disbursements (must equal total on line r on previous page.) \$ 53.90 0.00

PART THREE - STATEMENT OF OPERATING FUNDS & TRUST FUNDS

GENERAL FUND (GF) - SCHEDULE OF ACCOUNTS and BALANCES

List reporting year end balances of all accounts containing GF. For all investment accounts, also list cost basis. Attach schedule if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
<u>M&T Bank</u>	<u>8921</u>	<u>checking</u>	\$ <u>6100.⁸⁹</u>	\$ <u>6100.⁸⁹</u>
<u>Securities America</u>	<u>4810</u>	<u>Investment</u>	\$ <u>23,522.⁷⁶</u>	\$ <u>23,522.⁷⁶</u>
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
Total of General Fund Assets at Reporting Year End			\$ <u>29,623.⁶⁵</u> 0.00	\$ <u>29,623.⁶⁵</u> 0.00

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION**PART THREE – STATEMENT OF OPERATING FUNDS & TRUST FUNDS**

CEMETERY NUMBER AND NAME

05-015 Freedom Cemetery Society Inc.

DATE – Reporting Year End

12-31-2020**PERMANENT MAINTENANCE FUND – SCHEDULE OF ACCOUNTS and BALANCES**

Permanent Maintenance (PM) Assets – List reporting year end balances of all accounts containing PM funds. For all investment accounts, also list cost basis. You may attach a schedule or list all on separate sheet if additional space is required, but you must complete Line A, below.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
1. <u>Securities America</u>	<u>2300</u>	<u>Investment</u>	\$ <u>26,126.⁶³</u>	\$ <u>26,126.⁶³</u>
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
A. Total of Permanent Maintenance Assets at Reporting Year End			\$ <u>26,126.⁶³ 0.00</u>	\$ <u>26,126.⁶³ 0.00</u>

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

PERMANENT MAINTENANCE (PM) FUND RECONCILIATION**1. PM Fund Balance – Beginning**\$ 25,536.⁶³**ADDITIONS TO PM**

2. Allocations from Lot Sales (at least 10% of gross lot sales)	\$ <u>345.⁰⁰</u>
3. Allocations from Interments (\$35 per interment)	\$ <u>245.⁰⁰</u>
4. Allocations from Installment Payments (from Part 5A)	\$ <u>0</u>
5. Income (Interest and Dividends)	\$ <u>0</u>
6. Realized Capital Gains	\$ <u>0</u>
7. PM Loan Repayments	\$ <u>0</u>
8. Other Additions to PM	\$ <u>0</u>

9. SUBTOTAL ADDITIONS (Lines 2 through 8)+ \$ 590.⁰⁰ 0.00**WITHDRAWALS/DEDUCTIONS FROM PM**

10. Transfer of Income Interest and Dividends)	\$ <u>0</u>
11. Realized Capital Losses	\$ <u>0</u>
12. PM Loans withdrawn	\$ <u>0</u>
13. Deduction of 2/3 of investment advisory fees on PM account	\$ <u>0</u>

14. SUBTOTAL DEDUCTIONS (Lines 10 through 13)- \$ 0 0.00**15. Balance at Reporting Year End**

Line 1 plus Line 9, minus Line 14)

\$ 26,126.⁶³ 0.00

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

PART THREE – STATEMENT OF OPERATING FUNDS & TRUST FUNDS

CEMETERY NUMBER AND NAME

DATE – Reporting Year End

SPECIAL TRUST FUNDS – SCHEDULE OF ACCOUNTS and BALANCES (IF THE CEMETERY HAS SUCH TRUST FUNDS)

List reporting year end balances of all accounts containing Special Trust Funds (such as restricted donations or bequests). For all investment accounts, also list cost basis. Attach schedule or list all on separate sheet if additional space is required. Attach copies of instruments establishing new bequests received during the reporting year. Attach schedule or list all on separate sheet if additional space is required.

Financial Institution	Last 4 Digits of Account #	Type* of Account	Balance-Reporting Year End- at Market	Balance-Reporting Year End- at Cost
<u>Securities America</u>	<u>2319</u>	<u>Investment</u>	<u>\$ 36,166.²⁸</u>	<u>\$ 36,166.²⁸</u>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total of Special Trust Fund Assets at Reporting Year End			<u>\$ 36,166.²⁸_{0.00}</u>	<u>\$ 36,166.²⁸_{0.00}</u>

*Type = CD, Mutual Fund, Savings Account, Stocks, etc.

ANNUAL FINANCIAL REPORT OF CEMETERY CORPORATION

1. Does your cemetery currently, or has it ever, offered perpetual care?

☐ YES or ☒ NO

Perpetual care is a voluntary contractual arrangement with the cemetery for additional care of a lot, plot, or part thereof.

If you answered YES to this Question, go online to

<http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Four A—Perpetual Care Trust Fund—Schedule of Accounts and Balances, and Perpetual Care Fund Reconciliation.

2. Does your cemetery have a Permanent Maintenance Fund loan outstanding?

☐ YES or ☒ NO

If you answered YES to this question, go online to

<http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Four B – Permanent Maintenance Loan Balance.

3. Does your cemetery sell lots on an installment basis?

☐ YES or ☒ NO

If you answered YES to this question, go online to

<http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Five-A – Supporting Schedules.

4. Does your cemetery sell merchandise such as bronze markers or interment services on a pre-need basis?

☐ YES or ☒ NO

If you answered YES to this question, go online to

<http://www.dos.ny.gov/cmtv/forms.htm> and download and file Part Five-B – Supporting Schedules.

5. Does your cemetery file Form 990 or Form 990-EZ with the IRS?

☐ YES or ☒ NO

If you answered YES to this question:

Form 990 filers attach Part VII Compensation of Officers, Directors, Trustees.
Form 990-EZ filers attach Part VI.

If your cemetery files Form 990-N – Electronic Notice (e-Postcard), no additional attachments are required.

If you answered **NO to ALL** of the above five questions and your cemetery has less than \$1,000,000 in total financial assets,* **STOP HERE.**

You do not have to fill out any additional schedules.

* Total financial assets means all general funds, permanent maintenance funds, perpetual care funds, special trust funds and other funds under the control of the cemetery, including both restricted and unrestricted funds, regardless of the form in which they are held. Total financial assets do not include the cemetery's land, buildings, equipment, etc.

Exhibit T

Operational Projections

Freedom Cemetery Society Inc.
Financial Forecast May 2021

	2017	2018	2019	2020
Total # of Acres	4	4	4	4
Permanent Maint. Fund	\$ 17,000	\$ 21,000	\$ 26,000	\$ 26,000
Perm. Maint. Fund/Acre	\$ 4,250	\$ 5,250	\$ 6,500	\$ 6,500
Special Trust Funds	\$ 16,000	\$ 25,000	\$ 32,000	\$ 36,000

Operating Funds 12/31/2020 \$29,000

	Actual Financial Results								5 year		2021	2022	2023	2024	2025
	2013	2014	2015	2016	2017	2018	2019	2020	Average		Projected	Projected	Projected	Projected	Projected
Revenue:															
Lot & Grave Sales	2,250	1,350	5,850	-	1,800	-	3,450	4,200	2,220	a	2,700	2,700	3,150	3,150	3,150
Interment Income	5,205	3,895	4,245	3,620	5,685	2,710	3,305	2,930	3,913		5,600	5,712	5,826	5,943	6,062
Donations	1,290	1,215	1,335	445	1,042	700	210	250	746		1,000	1,000	1,000	1,000	1,000
Interest & Dividends	1,379	1,374	1,455	2,023	2,000	1,825					2,015	2,217	2,438	2,438	2,438
Misc. Income	-	-	-	-	100	1,200	1,600	1,600			-	-	-	-	-
Income from Insurance Co.	-	17,870	-	11,100	-	-	-	-			-	-	-	-	-
Total revenue	10,124	25,704	12,885	17,188	10,627	6,435	8,565	8,980			11,315	11,629	12,414	12,531	12,650
Expenses:															
Salaries of Officers & Directors	-	-	400	-	400	400		800			-	-	-	-	-
Maintenance & Mowing	4,625	4,760	4,698	4,836	5,000	5,184	6,318	6,103			5,400	5,508	5,618	5,731	5,845
Grave Opening (Burials)	2,840	2,115	2,825	1,750	2,560	630	1,830	1,460			2,408	2,456	2,505	2,555	2,606
Supplies, Repair & Equipment	214	17,870	-	11,850	-	-	15				-	-	-	-	-
Office	-	31	153	167	-	222					100	100	100	100	100
Lot Buy Back	-	-	93	-	-	-					-	-	-	-	-
Insurance	317	317	317	352	352	352	352	260			350	350	350	350	350
Tree Removal	-	-	100	-	-	-					-	-	-	-	-
Bank Fees/Safe Deposit	30	70	-	-	129	170	40	44			-	-	-	-	-
Advertising	-	-	-	-	-	-					750	500	500	500	500
Professional Fees	-	-	-	-	-	-					150	153	156	159	162
Website- Memorial Pages	-	-	-	-	-	-					800	-	-	-	-
Administrative Allocation	-	-	-	-	-	-					300	306	312	318	325
Total expenses	8,026	25,163	8,586	18,955	8,441	6,958	8,555	8,667			10,258	9,373	9,542	9,713	9,889
Change in net assets	\$ 2,098	\$ 541	\$ 4,299	\$ (1,767)	\$ 2,186	\$ (523)	\$ 10	\$ 313			\$ 1,057	\$ 2,255	\$ 2,873	\$ 2,817	\$ 2,761
Body burials	5	3	1	8	5	2	3	3							
Cremated materials	4	5	9	4	4	3	4	2							

Current service fees (last increase 11/15/17):

Cremation	\$ 320	326	333	340	346
Full body	\$ 640	653	666	679	693

ASSUMPTIONS:

- a We are projecting to sell six graves for each of the first two years and seven graves in years 3 through 5
b Does not include price increases or associated revenue guaranteed by each sale such as interment fees (4 per space) or memorial sales.

Lot price:	Available spaces	# of spaces	value
\$ 450	currently developed	1,200	\$ 540,000

Exhibit U

Forest Lawn PM Investment Policy

THE FOREST LAWN GROUP
PERMANENT MAINTENANCE FUND
INVESTMENT POLICY STATEMENT

As of June 2016

I. Description

This Investment Policy Statement (IPS) details the oversight and management of the investment portfolio of the Forest Lawn Group's Permanent Maintenance Fund assets (collectively, the "Permanent Maintenance Fund" or "the Fund").

The Fund's investment objective is to preserve its purchasing power, while providing a continuing and stable funding source to the perpetual maintenance obligation of the Forest Lawn Group. Mindful of the limitations imposed by regulations, to accomplish this objective the Permanent Maintenance Fund seeks to generate a total return that will exceed not only the annual spending needs (as amended from time to time), but also all expenses associated with managing the fund and the eroding effects of inflation. It is the intention that all total return (interest income, dividends, realized gains, and unrealized gains), above and beyond the amount approved for expenditure or distribution, will be reinvested in the Fund.

II. Investment Objective and Liquidity

Consistent with the NYS Division of Cemeteries regulations, distributions from the Fund are generally restricted to interest and dividend income. As a result, significant emphasis is placed on achieving a current yield to meet the on-going funding requirements. Likewise, the Permanent Maintenance Fund can tolerate only limited short- and intermediate-term volatility. To ensure adequate liquidity for distributions and to facilitate rebalancing, the Investment Committee will conduct a periodic review of total fund liquidity.

It should be noted that an exception to this general withdrawal rule exists under NYS Division of Cemeteries regulations titled "Modified Total Return". While this exception allows for withdrawal of principal under certain conditions, its application is limited. The Investment Committee and Management may review future application of this rule as required.

III. Asset Allocation

To achieve its investment objective, the Fund will allocate among several asset classes balancing the current yield needs of the fund with the goal of preserving fund purchasing power. Some use of equity and equity-like investments is likely due to their higher long-term return expectations. Other asset classes may be added to the Fund to enhance returns, reduce volatility through diversification, and/or offer a broader investment opportunity set.

The domestic equity segments are intended to provide long-term growth and offer high expected real returns and liquidity. The international equity segment is intended to enhance return and control risk by reducing the Funds' reliance on domestic financial markets. Flexible capital strategies (including Hedge and Absolute Return Fund of Funds) are employed to offer market comparable returns with lower expected volatility. Fixed income provides stability and protection in deflationary environments. Real assets provides the portfolio with a diversified hedge against inflation as well as a strong yield component. Lastly, Cash provides short-term liquidity and serves as a funding source for distributions and rebalancing.

The Permanent Maintenance Fund will be diversified both by and within asset classes. The purpose of diversification is to provide reasonable assurance that no single security, or class of securities, will have a disproportionate impact on the performance of the total fund. As a result, the risk level associated with the portfolio investment is reduced.

The Fund's current long-term strategic asset allocation is presented in the following table, which also lists the long-term policy target allocations for each asset category and the permissible ranges of actual investment exposure. Policy ranges are intended to be used in conjunction with a disciplined rebalancing process (Section IV).

Asset Class	Policy Target	Policy Range
Global Equity	15.0%	10-20%
Flexible Capital	20.0%	15-25%
Core Fixed Income	40.0%	35-45%
High Yield Fixed Income	15.0%	10-20%
Treasury Inflation Protected Securities	10.0%	5-15%

Since strategic asset allocation and diversification are the primary tools for risk management, the implementation of each underlying asset class shall result in risk (measured variously including volatility and tracking error) and with characteristics (capitalization, style, etc.) similar to the benchmark for each asset class as described in Section V (i.e. no significant over/underweight based on capitalization, style, etc). *In all cases, the Investment Committee shall not engage in tactical asset allocation.*

IV. Rebalancing

The Investment Committee, in consultation with the Investment Consultant, will review the Fund's asset allocation periodically. The Investment Committee will review deviations from asset class policy targets outside of the allowable ranges at any point in time and if necessary, authorize rebalancing. Recognizing that actual asset allocation may fall outside of allowable ranges due to capital market activity during interim periods, the Investment Committee authorizes the Chair of the Committee (or Chairman of the Board) to initiate rebalancing, in consultation with Staff and the Investment Consultant.

In general, the Fund's average asset allocation should match the targets listed in the table above. The Investment Committee recognizes that investing in certain illiquid investments (i.e. primarily Fund of Funds Hedge Strategies) makes it more challenging to quickly adjust those allocations. As a consequence of these constraints, deviations from policy targets may occur.

Cash receipts due to the Permanent Maintenance Fund shall be invested as soon as practical and in accordance with the current asset allocation policy, unless otherwise approved by the Investment Committee.

V. Performance Evaluation Benchmarks

Benchmarks are useful to gauge the performance of the fund, but they are best viewed over longer periods, generally three to five years. Benchmarks for each of the broad asset classes are presented in the table below.

Asset Class	Benchmark
Global Equity	FTSE Global All Cap Index (spliced)
Flexible Capital	HFRI Fund of Funds Conservative Index
Core Fixed Income	BB US Aggregate Index
High Yield Fixed Income	BB US Corporate High Yield
Treasury Inflation Protected Securities	BB US Treasury Inflation Notes Index

The Permanent Maintenance Fund will be compared by the independent investment advisor to its Policy Benchmark, which represents the optimal “Policy Portfolio” selected by the Investment Committee. The Policy Benchmark is defined as the sum total of all the policy target weights for each of the asset classes multiplied by the returns of their respective benchmarks. Significant performance deviations from the Policy Benchmark will be explained by the independent investment advisor and appropriate actions taken if necessary.

In addition to the Permanent Maintenance Fund and asset-class benchmarking, all managers within each asset class will be compared to their own relevant style index benchmarks. While a horizon of at least three years is the preferred comparison period, significant short-term differences will be highlighted and, if warranted, action steps recommended to the Investment Committee.

VI. . Manager Selection and Monitoring

The Investment Committee, in consultation with the Investment Consultant, will select, and monitor external managers to invest the assets of the Permanent Maintenance Fund.

The Forest Lawn Group seeks managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Permanent Maintenance Fund expects its active managers to generate superior, relative risk-adjusted performance, net of all expenses. Passive mandates may be used in more efficient (occasionally in less efficient) segments of the capital markets, for the purpose of gaining market exposure. The Investment Committee shall determine the respective maximum allocations to single, active managers.

Attractive firm characteristics include:

- strong reputation in the marketplace and a meaningful, high-quality, institutional client base;
- aligned interests (e.g. significant amount of principal/employee dollars invested in the funds);
- stable and experienced professional team and principals/employees own equity in the firm;
- controlled growth and a manageable level of assets under management; and
- competitive long-term performance among peers.

The Investment Consultant will conduct extensive due diligence prior to recommending each external manager to the Investment Committee. Evaluations typically include meetings with key personnel and at least one on-site visit to the principal office. Research also includes reviews of audited financial statements, reference checks with other clients and business associates, and comparison to competitors. When deemed appropriate, background checks will be conducted. Staff

and consultant will use their respective networks of contacts to gain further confirmation of a manager's abilities and business practices. New firms have additional business risk and are subject to a more rigorous level of due diligence and more stringent ongoing monitoring. Selection of investment managers is not geographically restricted.

The ongoing review and analysis, both quantitative and qualitative, of existing investment managers is just as important as the due diligence implemented during the manager selection process. In addition to performance measurement noted below, staff and/or the Investment Consultant will monitor for consistent implementation of investment strategy and philosophy, appropriate risk controls, adherence to any stated guidelines, and any material changes in the manager's organization and/or personnel.

The performance of the Permanent Maintenance Fund's investment managers will be actively monitored by Staff and/or the Investment Consultant, who will report any meaningful observations and performance deviations to the Investment Committee in a timely manner. Quarterly performance will be evaluated against appropriate benchmarks and peer universes, but emphasis will be placed on relative performance over longer investment periods.

The Investment Consultant shall recommend corrective action including, but not limited to, termination of a manager with approval of the Investment Committee as deems it appropriate at any time. Corrective action typically occurs as a result of meaningful organizational or process-related change, and, in some cases, sustained relative underperformance. Significant short-term underperformance will also trigger a review.

Manager fees are expected to be reasonable. Incentive performance fees are common in the illiquid asset categories and, in some cases, more traditional asset classes.

VII. Duties and Responsibilities of the Investment Managers

Investment managers retained by the Forest Lawn Group are expected to comply with the following list of duties and responsibilities. These items will be communicated in writing to all retained managers, along with any specific guidelines or constraints to the investment mandate.

- Promptly inform the Investment Committee and staff in writing regarding all significant and/or material matters and changes pertaining to the investment of Fund assets, including, but not limited to:

- investment strategy
- professional staff
- portfolio structure
- guideline changes
- tactical approaches
- all SEC and other regulatory agency
- ownership/organizational structure proceedings affecting the firm
- financial condition

- Promptly vote all proxies and related actions in a manner consistent with the long-term interests and objectives of the Permanent Maintenance Fund set forth herein. Each manager shall keep detailed records of said voting of proxies and related actions and will comply with all regulatory obligations related thereto.

- Utilize the same care, skill, prudence and due diligence under the circumstances then prevailing that experienced investment professionals acting, in a like capacity and fully familiar with such matters would use in like activities for like funds with like aims in accordance and compliance with applicable local, state, and federal laws, rules, and regulations, including but not limited to, those pertaining to fiduciary duties and responsibilities.

VIII. Use of Derivatives and Leverage

In general, the Permanent Maintenance Fund will not make direct use of derivatives or leverage. However, the Care Fund may have exposure through certain investment managers, such as those in the Private Equity, Flexible Capital, and Real Assets. When prudently used, derivative instruments and strategies can be an important element of general portfolio management. Derivatives offer investment management firms effective alternatives to trading physical securities, provided firms have the technical knowledge of the market factors, the quantitative skills to analyze the securities over a range of scenarios and the ability to determine reasonable valuation before purchasing. Portfolio management agreements or manager guidelines must explicitly authorize the use of derivatives, or clearly state when their use is permitted.

IX. Spending and Distribution Policy

Spending is guided by several factors including NYS Division of Cemeteries regulation and the value of the portfolio. Generally, the Board will approve a spending policy limiting annual expenditures for permanent maintenance in accordance with operating requirements but not to exceed interest and dividend income.

X. Conflict of Interest

If any member of the Investment Committee, staff, or the Investment Consultant shall have, or appear to have, a conflict of interest that impairs or appears to impair the respective member's ability to exercise independent and unbiased judgment in the good faith discharge of his or her duties, he or she shall disclose such conflicts prior to meaningful discussion. All parties must also comply with any other conflicts of interest policies adopted by the Forest Lawn Group.

XI. Implementation

In order to keep the Investment Policy Statement current, this information is subject to no less than annual review.

XII. story

2006/2007

In furtherance of its Care Funding Plan adopted by the Cemetery Trustees on October 24, 2006, the Forest Lawn Group appointed an Investment Consultant (Prime, Buchholz & Associates; "PB&A") following a competitive RFP process. PB&A undertook a review of the current asset allocation of the Care Fund (including a review of NYS regulation) as well as a review of current and historical investment performance.

As a result of its review, PB&A recommended a change to asset allocation, focusing on significantly reducing portfolio volatility while continuing to provide sufficient income to fund operating needs (in compliance with NYS regulations) and maintaining fund purchasing power. The recommended asset allocation included a new allocation to Hedge Strategies and PB&A led the Committee through a detailed education and due diligence process including presentations from prospective managers. As a result, the Committee (and Board) approved the Permanent Maintenance Fund asset allocation as:

Flexible Capital	35.0%
Core Fixed Income	45.0%
High Yield Fixed Income	10.0%
Treasury Inflation Protected Securities	10.0%

Following the asset allocation review, PB&A reviewed current and prospective investment managers/funds for each mandate. Upon recommendation, the Committee approved appointment of several new investment managers/funds.

2016

In January, Staff has provided a target cash requirement including support to the operating budget (\approx \$450K) as well as capital investment (\approx \$250K). Based on an objective of providing on-going income (interest and dividends) of approximately \$700K along with the potential of additional growth. As a result, PB&A recommended a change to asset allocation, focusing on increasing the expected geometric return, while also increasing the income to fund operating needs (in compliance with NYS regulations) and maintaining fund purchasing power. The recommended asset allocation included an allocation to Global Equity, increase high yield, reduce fixed income. Additionally, PB&A recommended that the asset allocation targets be reviewed [not less than] every two years. Due to the sensitivity of the portfolio objective to current yields, a significant change in projected income should trigger review of targets. As a result, the Committee (and Board) approved the Permanent Maintenance Fund asset allocation as:

Global Equity	15.0%
Flexible Capital	20.0%
Core Fixed Income	40.0%
High Yield Fixed Income	15.0%
Treasury Inflation Protected Securities	10.0%

Exhibit V

Forest Lawn Endowed Care Investment Policy

THE FOREST LAWN GROUP
Endowed Care Fund
INVESTMENT POLICY STATEMENT

As of April 2011

I. Description

This Investment Policy Statement (IPS) details the oversight and management of the investment portfolio of the Forest Lawn Group's Endowed Care assets (collectively, the "Endowed Care Fund" or the "Fund").

The Endowed Care Fund's investment objective is to preserve its purchasing power, while providing a continuing and stable funding source to the perpetual maintenance obligation of the various endowed care lots at The Forest Lawn Group. Mindful of the limitations imposed by regulations, to accomplish this objective the Endowed Care Fund seeks to generate a total return that will exceed not only the annual spending needs (as amended from time to time), but also all expenses associated with managing the fund and the eroding effects of inflation. It is the intention that all total return (interest income, dividends, realized gains, and unrealized gains), above and beyond the amount approved for expenditure or distribution, will be reinvested in the Endowed Care Fund.

II. Investment Objective and Liquidity

Consistent with the NYS Division of Cemeteries regulations, distributions from the Endowed Care Fund are generally restricted to interest and dividend income. As a result, significant emphasis is placed on achieving a current yield to meet the on-going funding requirements. Likewise, the Endowed Care Fund can tolerate only limited short- and intermediate-term volatility. To ensure adequate liquidity for distributions and to facilitate rebalancing, the Investment Committee will conduct a periodic review of total fund liquidity.

It should be noted that an exception to this general withdrawal rule exists under NYS Division of Cemeteries regulations titled "Modified Total Return". While this exception allows for withdrawal of principal under certain conditions, its application is limited. The Investment Committee and Management may review future application of this rule as required.

III. Asset Allocation

To achieve its investment objective, the Endowed Care Fund will allocate among several asset classes balancing the current yield needs of the fund with the goal preserving fund purchasing power. Some use of equity and equity-like investments are likely due to their higher long-term return expectations. Other asset classes may be added to the Fund to enhance returns, reduce volatility through diversification, and/or offer a broader investment opportunity set.

The domestic equity segments are intended to provide long-term growth and offer high expected real returns and liquidity. The international equity segment is intended to enhance return and control risk by reducing the Funds' reliance on domestic financial markets. Flexible Capital strategies (including Hedge and Absolute Return Fund of Funds) are employed to offer market comparable returns with lower expected volatility. Fixed income provides stability and protection in deflationary environments. Inflation hedging assets provide the portfolio with a diversified hedge against inflation as well as a strong yield component. Lastly, Cash provides short-term liquidity and serves as a funding source for distributions and rebalancing.

The Endowed Care Fund will be diversified both by and within asset classes. The purpose of diversification is to provide reasonable assurance that no single security, or class of securities, will have a disproportionate impact on the performance of the total fund. As a result, the risk level associated with the portfolio investment is reduced.

The Endowed Care Fund's current long-term strategic asset allocation is presented in the following table, which also lists the long-term policy target allocations for each asset category and the permissible ranges of actual investment exposure. Policy ranges are intended to be used in conjunction with a disciplined rebalancing process (Section IV).

Asset Class	Policy Target	Policy Range
Flexible Capital	28.0%	18-38%
Global Public Equity	7.0%	4-10%
Intermediate Term Treasury	35.0%	25-45%
Investment Grade Bond	10.0%	5-15%
High Yield Fixed Income	10.0%	5-15%
Treasury Inflation Protected Securities	10.0%	5-15%

Since strategic asset allocation and diversification are the primary tools for risk management, the implementation of each underlying asset class shall result in risk (measured variously including volatility and tracking error) and with characteristics (capitalization, style, etc.) similar to the benchmark for each asset class as described in Section V (i.e. no significant over/underweight based on capitalization, style, etc). *In all cases, the Investment Committee shall not engage in tactical asset allocation.*

IV. Rebalancing

The Investment Committee, in consultation with the Investment Consultant, will review the Fund's asset allocation periodically. The Investment Committee will review deviations from asset class policy targets outside of the allowable ranges at any point in time and if necessary, authorize rebalancing. Recognizing that actual asset allocation may fall outside of allowable ranges due to capital market activity during interim periods, the Investment Committee authorizes the Chair of the Committee (or Chairman of the Board) to initiate rebalancing, in consultation with Staff and the Investment Consultant.

In general, the Endowed Care Fund's average asset allocation should match the targets listed in the table above. The Investment Committee recognizes that investing in certain illiquid investments (i.e. primarily Fund of Funds Hedge Strategies) makes it more challenging to quickly adjust those allocations. As a consequence of these constraints, deviations from policy targets may occur.

Cash receipts due to the Endowed Care Fund shall be invested as soon as practical and in accordance with the current asset allocation policy, unless otherwise approved by the Investment Committee.

V. Performance Evaluation Benchmarks

Benchmarks are useful to gauge the performance of the fund, but they are best viewed over longer periods, generally three –to five years. Benchmarks for each of the broad asset classes are presented in the table below.

Asset Class	Benchmark
Flexible Capital	HFRI Fund of Funds Conservative Index
Global Public Equity	MSCI AC World Index
Intermediate Term Treasury	BC US Treasury 5-10 Year Index
Investment Grade Bond	BC U.S. Credit 5-10 Year Index
High Yield Fixed Income	BC High Yield Index
Treasury Inflation Protected Securities	BC US Treasury Inflation Notes Index

The Endowed Care Fund will be compared by the Investment Consultant to its Policy Benchmark, which represents the optimal “Policy Portfolio” selected by the Investment Committee. The Policy Benchmark is defined as the sum total of all the policy target weights for each of the asset classes multiplied by the returns of their respective benchmarks. Significant performance deviations from the Policy Benchmark will be explained by the independent investment advisor and appropriate actions taken if necessary.

In addition to the Endowed Care Fund and asset-class benchmarking, all managers within each asset class will be compared to their own relevant style index benchmarks. While a horizon of at least three years is the preferred comparison period, significant short-term differences will be highlighted and, if warranted, action steps recommended to the Investment Committee.

VI. Manager Selection and Monitoring

The Investment Committee, in consultation with the Investment Consultant, will select, and monitor external managers to invest the assets of the Trust Fund.

The Forest Lawn Group seeks managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Endowed Care Fund expects its active managers to generate superior, relative risk-adjusted performance, net of all expenses. Passive mandates may be used in more efficient (occasionally in less efficient) segments of the capital markets, for the purpose of gaining market exposure. The Investment Committee shall determine the respective maximum allocations to single, active managers.

Attractive firm characteristics include:

- strong reputation in the marketplace and a meaningful, high-quality, institutional client base;
- aligned interests (e.g. significant amount of principal/employee dollars invested in the funds);
- stable and experienced professional team and principals/employees own equity in the firm
- controlled growth and a manageable level of assets under management; and
- competitive long-term performance among peers.

The Investment Consultant will conduct extensive due diligence prior to recommending each external manager to the Investment Committee. Evaluations typically include meetings with key personnel and at least one on-site visit to the principal office. Research also includes reviews of audited financial statements, reference checks with other clients and business associates, and comparison to competitors. When deemed appropriate, background checks will be conducted. Staff and consultant will use their respective networks of contacts to gain further confirmation of a prospective manager’s abilities and

business practices. New firms have additional business risk and are subject to a more rigorous level of due diligence and more stringent ongoing monitoring. Selection of investment managers is not geographically restricted.

The ongoing review and analysis, both quantitative and qualitative, of existing investment managers is just as important as the due diligence implemented during the manager selection process. In addition to performance measurement noted below, staff and/or the Investment Consultant will monitor for consistent implementation of investment strategy and philosophy, appropriate risk controls, adherence to any stated guidelines, and any material changes in the manager's organization and/or personnel.

The performance of the Trust Fund's investment managers will be actively monitored by Staff and/or the Investment Consultant, who will report any meaningful observations and performance deviations to the Investment Committee in a timely manner. Quarterly performance will be evaluated against appropriate benchmarks and peer universes, but emphasis will be placed on relative performance over longer investment periods.

The Investment Consultant shall recommend corrective action including, but not limited to, termination of a manager with approval of the Investment Committee as deems it appropriate at any time. Corrective action typically occurs as a result of meaningful organizational or process-related change, and, in some cases, sustained relative underperformance. Significant short-term underperformance will also trigger a review.

Manager fees are expected to be reasonable. Incentive performance fees are common in the illiquid asset categories and, in some cases, more traditional asset classes.

VII. Duties and Responsibilities of the Investment Managers

Investment managers retained by the Forest Lawn Group are expected to comply with the following list of duties and responsibilities. These items will be communicated in writing by the Investment Consultant to all retained managers, along with any specific guidelines or constraints to the investment mandate.

- Promptly inform the Investment Committee and staff in writing regarding all significant and/or material matters and changes pertaining to the investment of Fund assets, including, but not limited to:
 - investment strategy
 - portfolio structure
 - tactical approaches
 - ownership/organizational structure
 - financial condition
 - professional staff
 - guideline changes
 - all SEC and other regulatory agency proceedings affecting the firm
- Promptly vote all proxies and related actions in a manner consistent with the long-term interests and objectives of the Endowed Care Fund set forth herein. Each manager shall keep detailed records of said voting of proxies and related actions and will comply with all regulatory obligations related thereto.
- Utilize the same care, skill, prudence and due diligence under the circumstances then prevailing that experienced investment professionals acting, in a like capacity and fully familiar with such matters would use in like activities for like funds with like aims in accordance and compliance with

applicable local, state, and federal laws, rules, and regulations, including but not limited to, those pertaining to fiduciary duties and responsibilities.

VIII. Use of Derivatives and Leverage

In general, the Trust Fund will not make direct use of derivatives or leverage. However, the Trust Fund may have exposure through certain investment managers, such as those in the Private Equity, Flexible Capital, and Inflation Hedging. When prudently used, derivative instruments and strategies can be an important element of general portfolio management. Derivatives offer investment management firms effective alternatives to trading physical securities, provided firms have the technical knowledge of the market factors, the quantitative skills to analyze the securities over a range of scenarios and the ability to determine reasonable valuation before purchasing. Portfolio management agreements or manager guidelines must explicitly authorize the use of derivatives, or clearly state when their use is permitted.

IX. Spending and Distribution Policy

Spending is guided by several factors including NYS Division of Cemeteries regulation and the value of the portfolio. Generally, the Board will approve a spending policy limiting annual expenditures for permanent maintenance in accordance with operating requirements but not to exceed interest and dividend income.

X. Conflict of Interest

If any member of the Investment Committee, staff, or the Investment Consultant shall have, or appear to have, a conflict of interest that impairs or appears to impair the respective member's ability to exercise independent and unbiased judgment in the good faith discharge of his or her duties, he or she shall disclose such conflicts prior to meaningful discussion. All parties must also comply with any other conflicts of interest policies adopted by the Forest Lawn Group.

XI. Implementation

In order to keep the Investment Policy Statement current, this information is subject to no less than annual review.

XII. History

2006/2007

In furtherance of its Care Funding Plan adopted by the Cemetery Trustees on October 26, 2006, The Forest Lawn Group appointed an Investment Consultant (Prime, Buchholz & Associates; "PB&A") on November 28, 2006, following a competitive RFP process. PB&A undertook a review of the current asset allocation of the Endowed Care Fund (including a review of NYS regulation) as well as a review of current and historical investment performance.

At that time, it was determined that the Endowed Care Fund asset allocation and investment management (Alliance Bernstein) would remain unchanged.

2009

As a result of subsequent underperformance and other factors related to Alliance Bernstein and the committee's desire to manage the Endowed Care Fund consistent with the Permanent Maintenance Fund, PB&A recommended a change to asset allocation, focusing on significantly reducing portfolio volatility while continuing to provide sufficient income to fund operating needs (in compliance with NYS regulations) and maintaining fund purchasing power. The recommended asset allocation included a new allocation to Hedge Strategies. As a result, the Committee (and Board) approved the Endowed Care (Trust) Fund asset allocation as:

Flexible Capital	28.0%
Global Public Equity	7.0%
Intermediate Term Treasury	35.0%
Investment Grade Bond	10.0%
High Yield Fixed Income	10.0%
Treasury Inflation Protected Securities	10.0%

Following the asset allocation review, PB&A reviewed current and prospective investment managers/funds for each mandate. Upon recommendation, the Committee approved appointment of several new investment managers/funds.

Exhibit W

Certificate of Merger

CERTIFICATE OF MERGER

OF

THE BUFFALO CITY CEMETERY, INC.
(a New York cemetery corporation)

AND

FREEDOM CEMETERY SOCIETY, INC.
(a New York cemetery corporation)

INTO

THE BUFFALO CITY CEMETERY, INC.
(a New York cemetery corporation)

**UNDER SECTION 904 OF THE NOT-FOR-PROFIT
CORPORATION LAW**

1. The constituent corporations to the merger are as follows:
 - a. The Buffalo City Cemetery, Inc., d/b/a Forest Lawn ("Forest Lawn"), a New York cemetery corporation.
 - b. FREEDOM CEMETERY SOCIETY, INC. (the "Association"), a New York cemetery corporation.
2. The name of the surviving corporation is "The Buffalo City Cemetery, Inc."
3. As to each constituent corporation, the following is a description of the members of the constituent corporations:
 - a. The members of Forest Lawn are the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Forest Lawn Cemetery in Buffalo, New York and the other cemeteries in the Forest Lawn Group, including any and all others added from time to time.
 - b. The members of the Association are the lot owners (as defined in Section 1512 of the Not-for-Profit Corporation Law) of Freedom Cemetery in Freedom, New York.

- c. Neither entity has any holders of any certificates evidencing capital contributions or subventions.
4. No amendments or changes to the Certificate of Incorporation of the surviving corporation shall be effected by the merger.
5. The merger shall be effective on the date that this Certificate of Merger is filed by the Department of State.
6. The certificate of incorporation of Forest Lawn was filed with Erie County on November 21, 1864 and a certificate of type for Forest Lawn was filed with the New York Department of State on November 16, 1970.
7. The certificate of incorporation of the Association was filed with the New York Department of State on December 31, 1914.
8. The plan of merger was approved by the board of trustees of Forest Lawn on June 15, 2021 and by the members of Forest Lawn on [DATE], and by the board of trustees of the Association on May 1, 2021 and by the members of the Association on [DATE]⁷.

[signatures follow on the next page]

⁷ Note: Per direction from the Division of Cemeteries, lot owner meetings to approve the Plan of Merger will be held after review and approval of this petition by the Cemetery Board.

IN WITNESS WHEREOF, the undersigned have, on behalf of their respective corporations, subscribed this Certificate of Merger effective as of the __ day of _____, 2021.

THE BUFFALO CITY CEMETERY, INC.

By: _____
Joseph P. Dispenza, President

FREEDOM CEMETERY SOCIETY, INC.

By: _____
Name:
Title:

CERTIFICATE OF MERGER

OF

THE BUFFALO CITY CEMETERY, INC.
(a New York cemetery corporation)

AND

FREEDOM CEMETERY SOCIETY, INC.
(a New York cemetery corporation)

INTO

THE BUFFALO CITY CEMETERY, INC.
(a New York cemetery corporation)

Under Section 904 of the Not-for-Profit Corporation Law

Filed by:
Courtney Scanlon
HODGSON RUSS, LLP
The Guaranty Building
140 Pearl Street, Suite 100
Buffalo, New York 14202

Exhibit X

Draft Verified Petition to Supreme Court

**STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE**

In the Matter of the Application of

**THE BUFFALO CITY CEMETERY,
INC. (d/b/a Forest Lawn)**

and

**FREEDOM CEMETERY SOCIETY,
INC.,**

Petitioners

VERIFIED PETITION

Index No. _____

For an Order Approving Their Plan of
Merger Under Section 907-a of the Not-for-
Profit Corporation Law and Authorizing the
Filing of a Certificate of Merger under
Section 904 of the Not-for-Profit
Corporation Law, and for Approval of a
Transfer of Trust Funds to the Surviving
Corporation

**TO THE SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE:**

Petitioners, THE BUFFALO CITY CEMETERY, INC. d/b/a Forest Lawn (hereinafter
“Forest Lawn”) and FREEDOM CEMETERY SOCIETY, INC. (hereinafter the “Association”)
for their Verified Petition herein respectfully allege:

1. Petitioners desire to effectuate a merger pursuant to which the Association shall be merged with and into Forest Lawn, with Forest Lawn being the Surviving Corporation (the “Surviving Corporation”).
2. The constituent corporations to the merger are as follow:
 - a. Petitioner Forest Lawn, formed under the name THE BUFFALO CITY CEMETERY, INC., is a cemetery corporation formed as a not-for-profit corporation and duly organized and existing under the Not-for-Profit Corporation Law of the State of New York (“NPCL”), with its office located at 1411 Delaware Avenue, Buffalo, NY 14209. A copy of the Certificate of Incorporation of Forest Lawn, and any amendments thereto, is attached as Exhibit A. A copy of the Bylaws of Forest Lawn is attached as Exhibit B.

- b. Petitioner Association, formed under the name FREEDOM CEMETERY SOCIETY, INC., is a cemetery corporation duly organized and existing under the NPCL, having an address at the corner of Freedom and Osmun Rds., Freedom, New York 14065. A copy of the Certificate of Incorporation of Association, and any amendments thereto, is attached as Exhibit C. A copy of the Bylaws of Association is attached as Exhibit D.
 - c. The name of the Surviving Corporation is "The Buffalo City Cemetery, Inc." The Surviving Corporation shall continue as a corporation organized under the Certificate of Incorporation of Forest Lawn and shall be governed by the Bylaws of Forest Lawn.
3. Forest Lawn currently maintains and has under its care public cemeteries located in the following New York municipalities: Buffalo, Hamburg, West Seneca, and Williamsville.
4. Association currently maintains and has under its care a public cemetery located in the Town of Freedom, Cattaraugus County, New York.
5. The trustees of Forest Lawn and the trustees of Association are listed in Exhibits E and F, respectively. The trustees of Forest Lawn shall be the trustees of the Surviving Corporation.
6. The following is a description of the members of the constituent corporations:
 - a. The members of Forest Lawn are the lot owners (as defined in Section 1512 of the NPCL) of Forest Lawn Cemetery in Buffalo, New York and the other cemeteries in the Forest Lawn Group, including any and all others added from time to time.
 - b. The members of Association are the lot owners (as defined in Section 1512 of the NPCL) of Freedom Cemetery aka Freedom Welsh Cemetery ("Freedom Cemetery") in Freedom, New York.
7. The Plan of Merger attached as Exhibit G (the "Plan of Merger") was adopted by the Board of Trustees of Forest Lawn (the "Forest Lawn Board") at a meeting of the Forest Lawn Board duly called and held in accordance with law on June 15, 2021 and by the members of Forest Lawn at a meeting of the lot owners duly called and held in accordance with law on [DATE]¹. [No/___] votes against the adoption of the resolution approving the Plan of Merger were cast at either the Forest Lawn Board meeting or the Forest Lawn lot owners' meeting at which the resolution was adopted. Copies of the Forest Lawn Board and lot owner resolutions approving the Plan of Merger are attached as Exhibits H and I, respectively.
8. The Plan of Merger was adopted by the Board of Trustees of Association (the "Association Board") at a meeting duly called and held in accordance with law on May 1,

¹ Note: Per direction from the Division of Cemeteries, lot owner meetings to approve the Plan of Merger will be held after review and approval of this petition by the Cemetery Board.

2021 and by the members of Association at a meeting of the lot owners duly called and held in accordance with law on [DATE]². At the Association Board meeting, 4 votes were cast in favor of the resolution approving the Plan of Merger, zero votes were cast against the resolution, and there zero abstentions. At the Association lot owners' meeting, [] votes were cast in favor of the resolution approving the Plan of Merger, [no/] votes were cast against the resolution, and there was [] abstentions. Copies of the Association Board and lot owner resolutions approving the Plan of Merger are attached as Exhibits J and K, respectively.

9. The purposes and activities of Forest Lawn are the operation of cemeteries. The purposes and activities of Association are the operation of a cemetery. The object and purpose of the merger is to promote the purposes of both entities by joining Association with a grouping of multiple, geographically close cemeteries in a "cluster" of cemeteries owned and managed by Forest Lawn as the Surviving Corporation. Through this "cluster" approach, it is the object and purpose of the merger to achieve a critical mass of endowment and revenue dollars, under the direction of the Surviving Corporation's specific skill sets and professional experience in critical operating disciplines, so that the cluster cemetery group will be managed more effectively for revenue growth, economies of scale and cost reduction. This, in turn, will help to modernize the operations of the Freedom Cemetery, streamline its costs and administrative burdens, and ultimately position the Surviving Corporation to better address the need for financially and operationally strong nonprofit regulated cemeteries in New York, and for the benefit of the lot owners and the public at large.
10. Forest Lawn's statement of all property, and the manner in which it is held, and of all liabilities and of the amount and sources of the annual income of Forest Lawn is attached as Exhibit L in the form of its most recent annual report filed with the New York State Division of Cemeteries.
11. Association's statement of all property, and the manner in which it is held, and of all liabilities and of the amount and sources of the annual income is attached as Exhibit M in the form of its most recent annual report filed with the New York State Division of Cemeteries.
12. This merger is permitted by Sections 901, 1506, and 1506-d of the NPCL.
13. Attached as Exhibit N is the approval of the New York State Cemetery Board.
14. Attached as Exhibit O is that certain Merger Agreement dated July 12, 2021 entered into by and between the constituent corporations.
15. Forest Lawn holds restricted funds, including funds in the nature of permanent maintenance funds mandated by Section 1507(a) of the NPCL, and as described in the financial statements set forth in Exhibit L. No restricted funds will be required to be

² Note: Per direction from the Division of Cemeteries, lot owner meetings to approve the Plan of Merger will be held after review and approval of this petition by the Cemetery Board.

returned transferred or conveyed to any third party by reason of the merger.

16. Association holds restricted funds, including funds in the nature of permanent maintenance funds mandated by Section 1507(a) of the NPCL and perpetual care funds, and as described in the financial statements set forth in Exhibit M and Exhibit P.
17. The Petitioners respectfully request that upon the closing of the merger (which will be effective upon the filing date of the Certificate of Merger, or such other date as may be specified therein), Forest Lawn shall combine the Association's permanent maintenance funds with its existing permanent maintenance fund. The combined funds will be used for the continued perpetual maintenance of Freedom Cemetery and Forest Lawn's other cemetery properties, consistent with the requirements set forth in Section 1507 of the NPCL. The combination of the Association's permanent maintenance funds with Forest Lawn's permanent maintenance fund will benefit Freedom Cemetery and Forest Lawn's existing cemetery locations by increasing the overall amount of funds available for future maintenance.
18. The perpetual care funds of the Association are held in the account described on Exhibit P (the "Perpetual Care Account").
19. The Association desires to have the corpus of the Perpetual Care Account transferred to the Forest Lawn perpetual care fund.
20. The Petitioners request that upon the closing of the merger, Forest Lawn shall combine the Perpetual Care Account with and into the Forest Lawn perpetual care fund. The combined funds will be used for the continued perpetual care of certain plots and other items in Freedom Cemetery and Forest Lawn's other cemetery properties, consistent with the requirements set forth in the instruments related thereto.
21. Upon the closing of the merger, Forest Lawn will assume unrestricted title and interest in all assets and assume all liabilities of the Association, including, but not limited to the right to access, transfer and use any funds of the Association.

WHEREFORE, Petitioners request an Order of this Court, in the proposed form attached as Exhibit Q, pursuant to Section 907-a of the Not-for-Profit Corporation Law, approving the Plan of Merger attached as Exhibit G and authorizing the filing of a Certificate of Merger, a copy of which is attached as Exhibit R, and, as of the effective date of the merger, approving the assumption of all assets and liabilities of the Association including, but not limited to, the transfer of the Association's permanent maintenance funds to the Forest Lawn permanent maintenance fund, the combination of the Perpetual Care Account with and into the Forest Lawn perpetual care fund, and for such other and further relief as may be appropriate.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2021
Buffalo, New York

THE BUFFALO CITY CEMETERY, INC.

By: _____
Joseph Dispenza, President

Dated: _____, 2021
Freedom, New York

FREEDOM CEMETERY SOCIETY, INC.

By: _____
Name: _____
Title: _____

VERIFICATION

STATE OF NEW YORK)
 :SS.
COUNTY OF ERIE)

I, the undersigned, Joseph Dispenza, being duly sworn, depose and say:
I am the President of The Buffalo City Cemetery, Inc., one of the petitioners named in the above
Petition. I reside at _____. I have read the foregoing Petition
and know the contents thereof, and the same is true of my own knowledge.

Joseph Dispenza

Sworn to me this _____ day of
_____, 2021

Notary Public

VERIFICATION

STATE OF NEW YORK)
 :SS.
COUNTY OF CATTARAUGUS)

I, the undersigned, _____, being duly sworn, depose and say:
I am the President of Freedom Cemetery Society, Inc., one of the petitioners named in the above
Petition. I reside at _____. I have read the foregoing Petition
and know the contents thereof, and the same is true of my own knowledge.

Name:

Sworn to me this _____ day of
_____, 2021

Notary Public

Exhibit Y

Proposed Supreme Court Order

At the Supreme Court of the State of New York,
held in and for the County of Erie at _____,
_____, New York, on _____
_____, 2021.

**STATE OF NEW YORK
SUPREME COURT: EIGHTH JUDICIAL DISTRICT**

In the Matter of the Application

of

THE BUFFALO CITY CEMETERY, INC.
(d/b/a Forest Lawn), a New York Cemetery
Corporation

and

FREEDOM CEMETERY SOCIETY, INC., a New York
Cemetery Corporation

ORDER APPROVING
PLAN OF MERGER AND
CERTIFICATE OF MERGER
AND TRANSFER OF FUNDS

Index No.: _____

In Support of an Order Approving Their Plan of
Merger under Section 907-a of the Not-for-Profit
Corporation Law and Authorizing the Filing of a
Certificate of Merger under Section 904 of the
Not-for-Profit Corporation Law, and for Approval
of a Transfer of Trust Funds to the Surviving
Corporation

Upon reading the Verified Petition of The Buffalo City Cemetery, Inc. (d/b/a Forest Lawn) ("Forest Lawn") and Freedom Cemetery Society, Inc. ("Association"), verified on the ____ and the ____ days of _____, 2021, and the exhibits attached thereto, and the governing Boards and members of both corporations having approved the Plan of Merger, and all required governmental approvals having been obtained for the merger, and Petitioners having duly served notice upon the Attorney General of the State of New York and the Attorney General of the State of New York having no objection to the requested merger, and neither of the Petitioners nor any third party having raised with the Court any objections to the proposed merger, and the Court having given due consideration hereto, and it appearing to the satisfaction of the Court that the provisions of Article 9 and Article 15 of the Not-for-Profit Corporation Law of the State of New York (the "NPCL"), including Sections 907-a, 1506, and 1506-d of the NPCL, as applicable to the merger of not-for-profit corporations have been complied with, and that the interests of the constituent corporations and the public interest would not be adversely affected by the merger of the petitioning corporations;

Now, upon motion of the Petitioners, it is hereby:

ORDERED, that the Plan of Merger is approved and the Certificate of Merger is authorized to be filed with the Department of State and with the County of Cattaraugus in which the Association is located; and it is further

ORDERED, that as of the effective date of the merger, Forest Lawn, as surviving corporation, will assume unrestricted title and interest in all assets and assume all liabilities of the Association, including the right to access, transfer and use any funds of the Association, and (i) the Association's permanent maintenance funds shall be transferred to Forest Lawn's existing permanent maintenance fund, and (ii) the Association's perpetual care funds shall be transferred to Forest Lawn's existing perpetual care fund, as described in the Petitioners' Verified Petition; and it is further

ORDERED, that a signed copy of this Order shall be sent to the New York State Attorney General's office; and it is further

ORDERED, that a copy of the Certificate of Merger as filed with the Department of State of New York shall be sent to the New York State Attorney General's office.

E N T E R:

Justice of the Supreme Court

Date