

FILED IN OFFICE

MAY 25 2006

SECRETARY OF STATE

ARTICLES OF MERGER  
OF  
SHELBY COUNTY HABITAT FOR HUMANITY, INC.  
WITH AND INTO  
GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC.

Pursuant to the provisions of Section 10-3A-103 of the Code of Alabama, 1975, the undersigned non profit corporations do hereby certify that:

**FIRST:** Shelby County Habitat for Humanity, Inc. (the "*Merging Corporation*"), an Alabama Nonprofit Corporation as defined in Section 10-3A-2 of the Alabama Nonprofit Corporation Act (the "*Nonprofit Corporation Act*"), hereby merges with and into Greater Birmingham Habitat for Humanity, Inc. (the "*Surviving Corporation*") an Alabama Nonprofit Corporation; and the Surviving Corporation shall be the surviving corporation, as designated in Section 10-3A-100(b)(1) of the Nonprofit Corporation Act.

**SECOND:** The Agreement and Plan of Merger (the "*Plan and Agreement*"), which includes the plan of merger of the Merging Corporation with and into the Surviving Corporation, as required by Section 10-3A-103(a)(1) of the Nonprofit Corporation Act, is attached hereto as Exhibit A and is incorporated herein by reference.

**THIRD:** The Surviving Corporation has no Members, as defined in Section 10-3A-2(8) of the Nonprofit Corporation Act. The Plan and Agreement was duly approved and adopted by a vote of at least a majority of the members of the Board of Directors of the Surviving Corporation at a meeting duly called and held on the 16 day of May, 2006.

**FOURTH:** The Merging Corporation has no Members, as defined in Section 10-3A-2(8) of the Nonprofit Corporation Act. The Plan and Agreement was duly approved and adopted by a vote of at least a majority of the members of the Board of Directors of the Merging Corporation at a meeting duly called and held on the 16 day of May, 2006.

**FIFTH:** The Merging Corporation was incorporated in Shelby County, Alabama. The Surviving Corporation was incorporated in Jefferson County, Alabama.

Dated this 16 day of May, 2006.

Shelby County Habitat for Humanity,  
Inc.

By: Martie Dale  
Its: President

By: Peggy Budette  
Its: Secretary

Greater Birmingham Habitat for Humanity,  
Inc.

By: Clark Moore  
Its: President

By: Carl H. Marbury  
Its: Secretary

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STATE OF ALABAMA )

JEFFERSON COUNTY )

### VERIFICATION

I, Charles Moore, the undersigned, hereby state that I am the President of Greater Birmingham Habitat for Humanity, Inc., a Nonprofit Corporation, and that the foregoing Articles of Merger are a true and accurate description of actions of the Board of Directors of Greater Birmingham Habitat for Humanity, Inc.

Dated the 16 day of May, 2006.



Charles Moore,  
Affiant

STATE OF ALABAMA )

JEFFERSON COUNTY )


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Moore, whose name is signed as Affiant to the foregoing Verification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Verification, he executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this the 16 day of May, 2006.

Notary Public

My Commission expires:

MY COMMISSION EXPIRES MARCH 4, 2009



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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

SHELBY COUNTY )

**VERIFICATION**

I, Martha Hale, the undersigned, hereby state that I am the President of the Shelby County Habitat for Humanity, Inc., a Nonprofit Corporation, and that the foregoing Articles of Merger are a true and accurate description of actions of the Board of Directors of Shelby County Habitat for Humanity, Inc.

Dated the 16 day of May, 2006.



Martha Hale  
Affiant

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martha Hale, whose name is signed as Affiant to the foregoing Verification, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Verification, she executed the same voluntarily on the day the same bears date.

Subscribed and sworn to before me on this the 16 day of May, 2006.

Notary Public



My Commission expires.

**MY COMMISSION EXPIRES MARCH 4, 2009**



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AGREEMENT AND PLAN OF MERGER  
OF  
SHELBY COUNTY HABITAT FOR HUMANITY, INC.  
WITH AND INTO  
GREATER BIRMINGHAM HABITAT FOR HUMANITY, INC.

This **Agreement and Plan of Merger** (the "*Agreement*"), as required by Section 100 of the Alabama Nonprofit Corporation Act (the "*Act*") is entered into between **Greater Birmingham Habitat for Humanity, Inc.**, an Alabama Nonprofit Corporation (the "*Surviving Corporation*"), and **Shelby County Habitat for Humanity, Inc.**, an Alabama Nonprofit Corporation (the "*Merging Corporation*"), as follows:

WHEREAS, the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation have determined that it is advisable and in the best interests of the Merging Corporation and the Surviving Corporation for the Merging Corporation to merge with and into the Surviving Corporation upon the terms and subject to the conditions set forth herein and the respective boards of the Surviving Corporation and the Merging Corporation have properly approved such merger and the terms hereof; and

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, and subject to the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

1. **Merger.** On May 26, 2006, the Merging Corporation shall be merged (the "*Merger*") with and into the Surviving Corporation in accordance with Alabama law, whereupon the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall be the surviving corporation.
2. **Effective Date.** As soon as practicable following the approval of this Agreement and the Merger by the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation, the Surviving Corporation and the Merging Corporation will file Articles of Merger with the Secretary of State of the State of Alabama and make all other filings or recordings required by Alabama law in connection with the Merger. The Merger shall become effective in accordance with Alabama law upon the issuance by the Secretary of State of such certificate of merger (the "*Effective Date*").
3. **Articles of Incorporation of the Surviving Corporation.** The Articles of Incorporation of the Surviving Corporation in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Articles of Incorporation of the Surviving Corporation and the applicable law.
4. **Bylaws of the Surviving Corporation.** The Bylaws of the Surviving Corporation in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until amended in accordance with the Bylaws of the Surviving Corporation and applicable law.
5. **Board of Directors of Surviving Corporation.** The Board of Directors of the Surviving Corporation on the Effective Date shall be the Board of Directors of the Surviving Corporation, except that the following five members of the Board of Directors of the Merging Corporation shall be added to the Board of Directors of the Surviving Corporation for a term of three years,

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and they shall serve until their term expires, their successors are elected, or they voluntarily resign: Martha Hale, Peggy Burdette, Terri Gaar, Chris Meredith and Brett Winford.

6. **Representations and Warranties.**

(a) ***Merging Corporation.*** The Merging Corporation represents and warrants to the Surviving Corporation that the statements contained in this Section 6(a) are correct and complete as of the date of this Agreement and will be correct and complete as of the Effective Date.

(1) ***Organization, Qualification, and Corporate Power.*** The Merging Corporation is a non profit corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama. The Merging Corporation has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on the business in which it is engaged and in which it presently proposes to engage and to own and use the properties owned and used by it.

(2) ***Authorization of Transaction.*** The Merging Corporation has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been approved by a majority of the Merging Corporation's Board of Directors and constitutes the valid and legally binding obligation of the Merging Corporation, enforceable in accordance with its terms and conditions.

(3) ***Noncontravention.*** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the articles or bylaws of the Merging Corporation or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Merging Corporation is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets).

(b) ***Surviving Corporation.*** The Surviving Corporation represents and warrants to the Merging Corporation that the statements contained in this Section 6(b) are correct and complete as of the date of this Agreement and will be correct and complete as of the Effective Date.

(1) ***Organization, Qualification, and Corporate Power.*** The Surviving Corporation is a non profit corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama. The Surviving Corporation has full corporate power and authority and all licenses, permits, and authorizations necessary to carry on the businesses in which it is engaged and in which it presently proposes to engage and to own and use the properties owned and used by it.

(2) ***Authorization of Transaction.*** The Surviving Corporation has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has



been approved by a majority of the Surviving Corporation's Board of Directors and constitutes the valid and legally binding obligation of the Surviving Corporation, enforceable in accordance with its terms and conditions.

- (3) **Noncontravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any provision of the articles or bylaws of the Surviving Corporation or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Surviving Corporation is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any security interest upon any of its assets).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the 16 day of May, 2006.

**GREATER BIRMINGHAM HABITAT FOR  
HUMANITY, INC.**

By:

Its:

Charles S. Moore

President

("Surviving Corporation")

**SHELBY COUNTY HABITAT FOR HUMANITY,  
INC.**

By:

Its:

Martine Dale

Chairman - President

("Merging Corporation")



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**Secretary of State  
State of Alabama**

I hereby certify that this is a  
true and complete copy of the  
document filed in this office  
on May 25, 2006

DATE May 25, 2006

  
Secretary of State





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Shelby Cnty Judge of Probate, AL  
06/14/2006 09:05:40AM FILED/CERT

Nancy L. Worley  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

Articles of Merger merging Shelby County Habitat for Humanity, Inc. into Greater Birmingham Habitat for Humanity, Inc. both Alabama Nonprofit Corporation, duly signed and verified pursuant to provisions of Section 10-3A-103, Code of Alabama, 1975, have received in this office and are found to conform to law. Accordingly, the undersigned, as such Secretary of State, and by virtue of the authority vested in her by law, hereby issues this Certificate of Merger merging Shelby County Habitat for Humanity, Inc. into Greater Birmingham Habitat for Humanity, Inc. and attaches hereto a certified copy of merger.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

05/25/06

Date

Nancy L. Worley

Secretary of State