

**ARTICLES OF MERGER  
OF  
SUBMART, INC. AND S & L SERVICES, INC.**

**TO THE JUDGE OF PROBATE  
JEFFERSON COUNTY, ALABAMA**

**FILED IN OFFICE**

**DEC 31 2007**

**STATE OF ALABAMA**

20080110000014330 1/15 \$25.00  
Shelby Cnty Judge of Probate, AL  
01/10/2008 01:01:33PM FILED/CERT

**ARTICLE I**

Submart, Inc., an Alabama Corporation, and S & L Services, Inc., an Alabama Corporation, have duly approved and adopted the Agreement and Plan of Merger attached hereto as Exhibit A to merge Submart, Inc. into S & L Services, Inc. pursuant to Section 10-2B-11.01 of the Alabama Business Corporation Act. The name of the surviving corporation after the merger shall be S & L Services, Inc.

**ARTICLE II**

The Agreement and Plan of Merger was unanimously approved by the shareholders of Submart, Inc. and S & L Services, Inc.

**ARTICLE III**

The terms and conditions of the merger are contain in the Agreement and Plan of Merger attached hereto at Exhibit A.

**ARTICLE IV**

The manner and basis of converting the shares of Submart, Inc. into shares of S & L Services, Inc. are contained in the Agreement and Plan of Merger attached hereto as Exhibit A. Submart, Inc. filed its Articles of Incorporation in Jefferson County. S & L Services, Inc. filed its Articles of Incorporation in Shelby County.

**DEC 31 2007**  
**SECRETARY OF STATE**


SUBMART, INC.

By: 

Its President

ATTEST:

  
Its Secretary

  
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**S & L SERVICES, INC.**

**UNANIMOUS WRITTEN CONSENT ACTION**

**BY THE SHAREHOLDERS**

The undersigned, constituting all of the shareholders of **S & L SERVICES, INC.**, an Alabama corporation, entitled to vote on the proposed Agreement and Plan of Merger set forth in Exhibit A hereto, by affixing their signatures hereto, hereby consent to and hereby take the following action pursuant to §10-2B-7.04 and §10-2B-7.06 of the Alabama Business Corporation Act and adopt and approve the following resolutions, as if the same had been done at a meeting of the shareholders duly called and held:

**RESOLVED**, that the undersigned shareholder owns all of the outstanding common stock of the Corporation and hereby vote said shares in favor of the merger described in the Agreement and Plan of Merger recommended by the Board of Directors.


**FURTHER RESOLVED**, that the shareholders do hereby unanimously approve the terms and conditions of the proposed merger as approved and recommended by the Board of Directors as set forth in the Agreement and Plan of Merger.

**FURTHER RESOLVED**, that the Secretary of the Corporation is hereby directed to file a copy of this Consent Action with the minutes of the proceedings of the Corporation.

This Consent Action may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same Consent Action.

Done this 27<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
SHAREHOLDER

  
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**SUBMART, INC.**

**UNANIMOUS WRITTEN CONSENT ACTION**

**BY THE SHAREHOLDERS**


The undersigned, constituting all of the shareholders of **SUBMART, INC.**, an Alabama corporation, entitled to vote on the proposed Agreement and Plan of Merger set forth in Exhibit A hereto, by affixing their signatures hereto, hereby consent to and hereby take the following action pursuant to §10-2B-7.04 and §10-2B-7.06 of the Alabama Business Corporation Act and adopt and approve the following resolutions, as if the same had been done at a meeting of the shareholders duly called and held:

**RESOLVED**, that the undersigned shareholder owns all of the outstanding common stock of the Corporation and hereby vote said shares in favor of the merger described in the Agreement and Plan of Merger recommended by the Board of Directors.

**FURTHER RESOLVED**, that the shareholders do hereby unanimously approve the terms and conditions of the proposed merger as approved and recommended by the Board of Directors as set forth in the Agreement and Plan of Merger.

**FURTHER RESOLVED**, that the Secretary of the Corporation is hereby directed to file a copy of this Consent Action with the minutes of the proceedings of the Corporation.

This Consent Action may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same Consent Action.

  
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Done this 27<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
SHAREHOLDER


  
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EXHIBIT A  
AGREEMENT AND PLAN OF MERGER  
BETWEEN  
SURVIVING CORPORATION (S & L SERVICES, INC.)  
AND  
SUBMART, INC.

This Agreement and Plan of Merger made and entered into this 27th day of December, 2007, (hereinafter referred to as the "Agreement") by and between S & L SERVICES, INC., an Alabama corporation and SUBMART, INC., an Alabama corporation said corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations":

WITNESSETH:

WHEREAS, S & L SERVICES, INC. is a corporation duly organized and validly existing under the laws of the State of Alabama; and

WHEREAS, SUBMART, INC. is a corporation duly organized and validly existing under the laws of the State of Alabama; and

WHEREAS, the Boards of Directors of each of said corporations deem it advisable and for the benefit of each of said corporations and their respective shareholders that SUBMART, INC. merge itself into S & L SERVICES, INC..

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the approval and adoption of this Agreement by the



respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, that SUBMART, INC. be merged into S & L SERVICES, INC., the corporate existence of which shall be continued under the same name, and thereafter the individual existence of SUBMART, INC. shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of SUBMART, INC. into securities of the S & L SERVICES, INC. are and shall be as follows:

1.


The acts and things required to be done by the Alabama Business Corporation Act (the "Act") in order to make this Agreement effective, including the submission of this Agreement to the shareholders of SUBMART, INC. and the filing of the Articles of Merger or Certificate of Merger in the manner provided for in the Act, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable.

2.

The Articles of Incorporation of S & L SERVICES, INC. shall on the effective date of the merger (the "Effective Date") be the Articles of Incorporation of the SUBMART, INC.

3.

Until altered, amended, or repealed as therein provided, the Bylaws of S & L SERVICES, INC. as in effect on the Effective Date shall be the Bylaws of the SUBMART, INC.

  
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4.

Upon the merger contemplated herein becoming effective, the directors of the S & L SERVICES, INC. shall be as follows:

Name of Director:	Address:
Kevin Getsinger	160 Village Street, Suite 300 Birmingham, AL 35242

These persons shall hold office until the next annual meeting of the shareholders of the S & L SERVICES, INC. and until their respective successors are elected in accordance with the Bylaws of the S & L SERVICES, INC.. If on the Effective Date any vacancy shall exist on the Board of Directors of the S & L SERVICES, INC., the vacancy shall be filled in the manner specified in the Bylaws of the S & L SERVICES, INC..

5.

(a) Upon the Effective Date of the merger:

(i) Each share of the capital stock of S & L SERVICES, INC. issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the S & L SERVICES, INC..

(ii) Each share of the capital stock of SUBMART, INC. shall be converted into equal share(s) of the capital stock of the S & L SERVICES, INC..

(b) From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the S & L SERVICES, INC. of the certificates representing such shares, to receive in exchange therefor certificates

representing the number of whole shares of the stock of the S & L SERVICES, INC. into which such shares shall have been converted. The surrendered shares shall be cancelled. Until so surrendered, each outstanding certificate which prior to the Effective Date of the merger represented capital stock of SUBMART, INC. shall be deemed for all corporate purposes to evidence ownership of the number of shares of the S & L SERVICES, INC. into which the same shall have been converted. Until any outstanding certificate shall be so surrendered, no dividends payable as of any date subsequent to the Effective Date on the capital stock of the S & L SERVICES, INC. into which the shares represented by such outstanding certificates shall have been converted shall be paid to the record holders of the outstanding certificates, but upon the surrender of any outstanding certificate, there shall be paid to the record holder thereof the amount of dividends which theretofore had become payable with respect to the shares of the capital stock of the S & L SERVICES, INC. into which such certificate shall have been converted.

(c) Upon the Effective Date of the merger, the S & L SERVICES, INC. by its Board of Directors, may determine in relation to any fractions of a share issuable upon conversion of capital shares of SUBMART, INC. into shares of the S & L SERVICES, INC.:

- (1) To issue such fractions of a share to the holders entitled thereto; or
- (2) To pay in cash the fair value of fractions of a share to the holders entitled thereto;

or

- (3) To issue scrip for such fractions of a share in such form and under such terms and conditions respecting the purchase, exchange, sale, forfeiture, or other disposition thereof as



it may decide.

6.

If at any time the S & L SERVICES, INC. shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of SUBMART, INC., the proper officers and directors of SUBMART, INC. shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

7.

SUBMART, INC. represents and warrants to S & L SERVICES, INC. as follows:

(a) SUBMART, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Alabama, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

(b) All of the outstanding shares of SUBMART, INC. are validly issued, fully paid and non-assessable.

(c) All federal, state, and other tax returns and reports that are required by law to be filed by SUBMART, INC. have been duly filed and all taxes, assessments, fees, and other

governmental charges shown to be due on said returns and reports have been paid.

(d) There is no suit, action, or litigation, administrative, arbitration, or other proceedings, or any change in the zoning or building ordinances affecting the real property or leasehold interest of SUBMART, INC. pending or (to the knowledge of the management of SUBMART, INC.) threatened which might materially and adversely affect the overall financial condition, business, or property of SUBMART, INC.. SUBMART, INC. has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations, or orders applicable to its business.

(e) The execution of this Agreement has been duly authorized by the Board of Directors of SUBMART, INC. and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement, nor the consummation of the transaction provided for herein, will violate any material agreement to which SUBMART, INC. is a party or by which it is bound or any provisions of the Articles of Incorporation or Bylaws of SUBMART, INC. or any law, order, or decree (except that such consummation is subject to shareholder approval as set forth herein).

8.

If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the S & L SERVICES, INC.. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the Constituent Corporations shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay



one-half of the expenses incurred by them jointly.

9.

All notices, waivers, consents, or requests required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery or when deposited in the United States mail, postage prepaid, in an envelope properly addressed as follows:

(a) In the case of S & L SERVICES, INC., to:

Kevin Getsinger  
160 Village Street, Suite 300  
Birmingham, AL 35242

(b) In the case of SUBMART, INC., to:

Kevin Getsinger  
160 Village Street, Suite 300  
Birmingham, AL 35242

10.

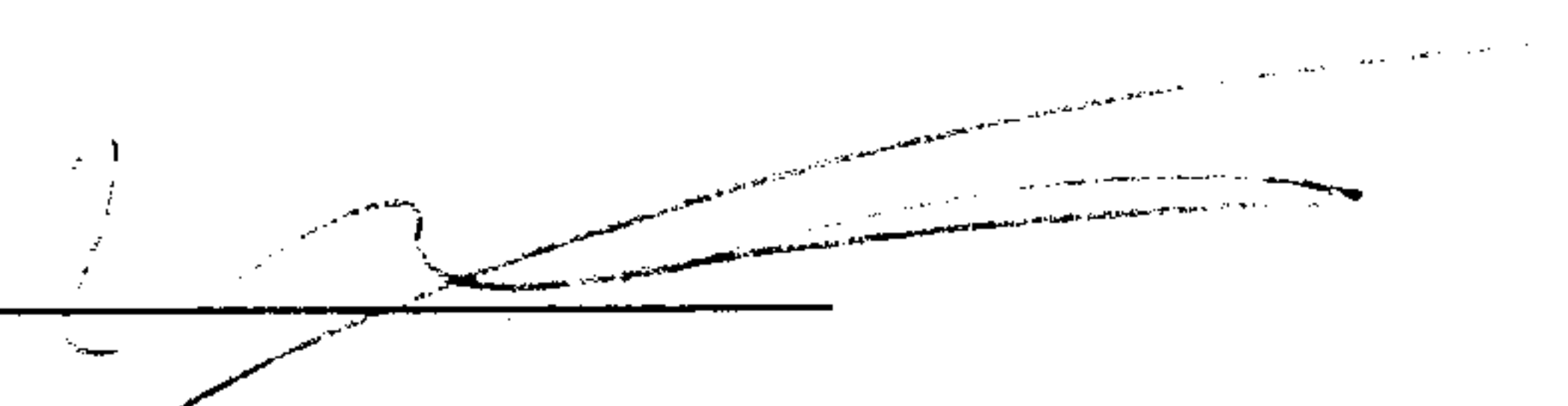
At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, S & L SERVICES, INC. and SUBMART, INC. have each caused this Agreement and Plan of Merger to be executed on their respective behalf and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on the 26th day of December, 2007.

S & L SERVICES, INC.

By:   
Its President

ATTEST:


  
Its Secretary

SUBMART, INC.

By:   
Its President

ATTEST:

  
Its Secretary

  
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I hereby certify that this is a true and complete

copy of the document filed in this office on:

Dec. 31, 2007 (Date Filed)

Beth Chapman

SECRETARY OF STATE

STATE OF ALABAMA

Jan. 2, 2008

DATE