

N 40696

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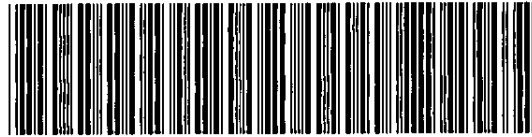
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
11 AUG 19 AM 11:31

FILED

Merge w/N.C.
C.COULLETTE

AUG 19 2011

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Bridget M. Grimsley
(Contact Person)

Rose, Sundstrom & Bentley, LLP
(Firm/Company)

766 N. Sun Drive, Suite 4030
(Address)

Lake Mary, FL 32746
(City/State and Zip Code)

For further information concerning this matter, please call:

Bridget M. Grimsley At (407) 830-6331
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number
Habitat for Humanity Of Seminole County and Greater Apopka, Florida, Inc.	Florida	N40696

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
Habitat for Humanity of Greater Apopka, Inc.	Florida	N93000002944

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on August 19, 2011.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____ . The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger. The plan of merger was adopted by the board of directors on August 16, 2011. The number of directors in office was thirteen (13). The vote for the plan was as follows: 13 FOR 0 AGAINST

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**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)**

~~**SECTION I**~~

The plan of merger was adopted by the members of the merging corporation(s) on August 4, 2011. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 6 FOR 0 AGAINST

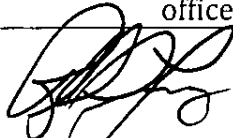
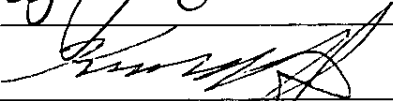
SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was August 4, 2011. The vote for the plan was as follows: 6 FOR 0 AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of Chairman/Vice Chairman of the Board or officer	Typed or Printed Name of Individual & Title
Habitat for Humanity in Seminole County, Florida, Inc.		Richard Tracey
Habitat for Humanity of Greater Apopka, Inc.		Dell Hart

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Habitat for Humanity of Greater Apopka, Inc. will merge into Habitat for Humanity in Seminole County, Florida. Immediately after the merger, Habitat for Humanity in Seminole County, Florida will change its name to Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of August 18th, 2011 (the Agreement), by and between HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC., a Florida nonprofit corporation (HFHSC), and HABITAT FOR HUMANITY OF GREATER APOPKA, INC., a Florida nonprofit corporation (HFHGA). The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

RECITALS

A. HFHSC is a Florida nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed for the purpose of building and renovating safe, decent and affordable houses in partnership with low- and very low-income residents in Seminole County.

B. HFHGA is a Florida nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed for the purpose of developing communities with people in need by building and renovating houses so that there are decent houses in decent communities in which every person can experience God's love and can live and grow into all that God intends.

C. The respective Boards of Directors of HFHSC and HFHGA have each determined that it is in the best interest of their respective not-for-profit corporations to combine their respective corporations.

D. In furtherance of such combination, the Boards of Directors of HFHSC and HFHGA have each adopted this Agreement and approved the merger (the Merger) of HFHGA into HFHSC in accordance with the terms and conditions set forth herein and in accordance with the Florida Not For Profit Corporation Act.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Merger.

- a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), HFHGA shall be merged with and into HFHSC whereupon the separate existence of HFHGA will cease and HFHSC shall be the surviving corporation in the merger (the Surviving Corporation).
- b. As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, HFHGA and HFHSC will file articles of merger (the Articles of Merger) with the Department of State,

Division of Corporations of the State of Florida and make all other filings or recordings required by applicable law in connection with the Merger.

- c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Division or at such later time as is specified in the Articles of Merger (the Effective Date). It is contemplated that the Effective Date will be on or about August 4, 2011.
- d. From and after the Effective Date, title to all real estate and other property owned by HFHSC and HFHGA shall be vested in the Surviving Corporation and the Surviving Corporation shall have all rights, assets, debt, and liabilities of HFHSC and HFHGA.
- e. The principal office of the Surviving Corporation will be 251 Maitland Ave., Suite 312, Altamonte Springs, FL 32701.
- f. The purpose of the Surviving Corporation will be for building and renovating safe, decent and affordable houses in partnership with low- and very low-income residents in Seminole County and Greater Apopka.

2. Surviving Corporation.

- a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- b. The bylaws of Surviving Corporation shall be substantially in the form set forth in Exhibit A attached hereto (the Bylaws).
- c. Prior to the Effective Date, the officers and directors of the respective parties shall continue to serve in their respective capacities. On or prior to August 4, 2011, the Board of Directors of the Surviving Corporation shall consist of 6 members of the Board of Directors of HFHSC and 6 members of the Board of Directors of HFHGA to begin service as of the Effective Date.
- d. Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall be changed to HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.
- e. Subsequent to the merger becoming effective, the Board of Directors of the Surviving Corporation shall exercise due diligence in amending the bylaws, including, but not limited to, revising the terms of office of the Board of Directors and addressing the three classes composing the Board of Directors.

3. Representations and Warranties.

- a. HFHSC represents and warrants to HFHGA that:
 - i. HFHSC is duly organized, validly existing and in good standing under the laws of the State of Florida.
 - ii. HFHSC has made available to HFHGA complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii. HFHSC has made available to HFHGA copies of its financial statements for the last three years (the HFHSC Financial Statements).
 - iv. Since the date of the last financial statement provided to HFHGA, HFHSC has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of HFHSC except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
 - v. Except as disclosed in the HFHSC Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of HFHSC's officers (the HFHSC Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the HFHSC officers that would reasonably be expected to result in any adverse claims against HFHSC.
 - vi. HFHSC has obtained written permission of Habitat for Humanity International to merge, the approval of which is attached hereto.
 - vii. HFHSC will notify partner families of the Merger, and all steps will be taken to ensure that accounts are not negatively affected by the merger.

- b. HFHGA represents and warrants to HFHSC that:
 - i. HFHGA is duly organized, validly existing and in good standing under the laws of the State of Florida.
 - ii. HFHGA has made available to HFHSC complete and correct copies of its Articles of Incorporation and Bylaws.

- iii. HFHGA has made available to HFHSC copies of its financial statements for the last three years (the HFHGA Financial Statements).
- iv. Since the date of the last financial statement provided to HFHSC, HFHGA has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of HFHGA except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
- v. Except as disclosed in the HFHGA Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of HFHGA's officers (the HFHGA Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the HFHGA officers that would reasonably be expected to result in any adverse claims against HFHGA.
- vi. HFHGA has obtained written permission of Habitat for Humanity International to merge, the approval of which is attached hereto.
- vii. HFHGA will notify partner families of the Merger, and all steps will be taken to ensure that accounts are not negatively affected by the merger.

4. Covenants.

- a. HFHSC covenants and agrees after the date hereof and until the Effective Date:
 - i. The business of HFHSC shall be conducted in the ordinary and usual course and, to the extent consistent therewith. HFHSC shall use its best efforts to maintain its existing relations and goodwill with its vendors and employees.
 - ii. HFHSC shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of HFHGA.
 - iii. HFHSC and its directors and officers shall use their best efforts to obtain the consent of its Board of Directors and to take all other action necessary to consummate the merger contemplated herein.
 - iv. HFHSC will coordinate with HFHGA all press releases and public announcements regarding the merger.

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- v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- b. HFHGA covenants and agrees after the date hereof and until the Effective Date:
- i. The business of HFHGA shall be conducted in the ordinary and usual course and, to the extent consistent therewith. HFHGA shall use its best efforts to maintain its existing relations and goodwill with its vendors and employees.
 - ii. HFHGA shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of HFHSC.
 - iii. HFHGA and its directors and officers shall use their best efforts to obtain the consent of its Board of Directors and to take all other action necessary to consummate the merger contemplated herein.
 - iv. HFHGA will coordinate with HFHSC all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.

5. Board of Directors Approvals. Both parties agree to submit this Agreement for approval of their respective Board of Directors on or before July 29, 2011 with approval to occur by August 4, 2011. If this Agreement is approved by the Board of Directors of HFHSC and HFHGA by the votes required in the Articles of Incorporation or Bylaws of the respective party and by the applicable laws of the states of Florida, then Articles of Merger shall be executed and filed with the appropriate officials of the State of Florida.

6. Termination. This Agreement may be terminated and the merger abandoned any time before the approval thereof by the Board of Directors of both HFHSC and HFHGA.

7. Amendments. This Agreement may be amended with the approval of the Boards of Directors of the parties at any time before or after the approval hereof by the respective Boards, but after such approval by the Boards, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the Board of Directors of both parties to this Agreement.

8. Extension; Waiver. At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or

other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.


9. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other party, it being understood that each party need not sign the same counterpart.

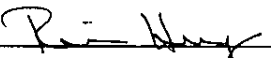
10. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties (whether by operation of law or otherwise) without the prior written consent of the other party.

Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, each of the parties and their respective successors and assigns.

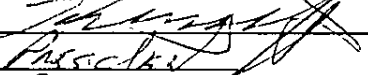
IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.


HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.

By  _____
Its Michael

By  _____
Its 2nd Vice Chair

HABITAT FOR HUMANITY OF GREATER APOPKA, INC.

By  _____
Its President

By  _____
Its Treasurer