NAMI
NOTICE OF UPCOMING BALLOT DISTRIBUTION
(TO COME ON OR ABOUT THURSDAY, JUNE 18, 2020)

Notice is hereby given pursuant to Section 1, Article X of the Bylaws of NAMI, a Missouri nonprofit corporation (“NAMI”), and section 355.251 of the Missouri Nonprofit Corporation Law of proposed actions to be taken without a meeting through the distribution of an electronic ballot to all credentialed voters entitled to vote on such actions. Credentialed voters will be emailed access to an online Ballot Link on or about Thursday, June 18, 2020.

Action items will include:

1. To present for the vote of membership the names, nominators and resumes of those individuals nominated by Affiliates and Organizations for election to the Board of Directors. (Candidates’ names are presented in the order the nomination was received. Candidates’ information, statements, stump speeches, and statements by the nominators will be found at: www.nami.org/2020candidates)

2. A proposal of a Bylaws Amendment brought forward by members of the Executive Directors’ Council to elect an Executive Director from the Executive Directors’ Council to serve as a national board member for a three-year term. (Information about the proposed Bylaws Amendment will be found at: www.nami.org/BylawsAmendment)

3. A proposal to change NAMI’s state of domicile and reincorporate NAMI in the state of Arizona, submitted by the NAMI Board of Directors, so as to enable the corporation to take advantage of more favorable governance laws and regulations applicable to nonprofit corporations, through the merger of NAMI with and into a new corporation formed in the state of Arizona, also by the name of NAMI, formally incorporated in Arizona as “NAMI National” pursuant to the terms and conditions set forth in the Merger Agreement, a copy of which is attached as Annex 1 to this notice.

4. A corresponding proposal submitted by the NAMI Board of Directors, to establish NAMI National, and have its regulations and affairs governed, by the form of articles of incorporation and form of bylaws attached to the Merger Agreement thereto as Exhibit A and Exhibit B, respectively.

5. A proposal submitted by the NAMI Board of Directors, to adopt member resolutions for the approval of each of the proposed action items set forth above in items 3-4, in the form attached as Annex 2 to this notice.

6. All ballots (by electronic voting by credentialed voters only) will be due on or before 6:00pm EDT, July 15, 2020, when the electronic ballot link will expire.

Very truly yours,
Name: Carlos Larrauri
Title: Secretary
AGREEMENT OF MERGER

This agreement of merger (this “Agreement”), dated as of ______________  ___, 2020, (the “Signing Date”) is entered into by and between NAMI National, an Arizona nonprofit corporation (the “Surviving Corporation”) and NAMI, a Missouri nonprofit corporation (the “Disappearing Corporation” and, together with the Surviving Corporation, the “Parties” or individually, a “Party” hereto).

WHEREAS, each of the Surviving Corporation and the Disappearing Corporation is a nonprofit corporation and does not have the authority to issue capital stock.

WHEREAS, each of the Surviving Corporation and the Disappearing Corporation is organized and operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the Surviving Corporation will receive the Disappearing Corporation’s assets and will use these assets in the conduct of the Surviving Corporation’s charitable, scientific and educational activities, subject to the terms of this Agreement.

WHEREAS, for the purpose of effectuating the reincorporation of the Disappearing Corporation in the State of Arizona, the Board of Directors of each of the Surviving Corporation and the Disappearing Corporation have declared it advisable, desirable and in the best interests of each of the Surviving Corporation and the Disappearing Corporation to merge the Disappearing Corporation with and into the Surviving Corporation, with the Surviving Corporation being the surviving company, pursuant to the provisions of the Arizona Nonprofit Corporation Act and of the Missouri Nonprofit Corporation Act, and upon the terms and subject to the conditions of this Agreement.

WHEREAS, the requisite number of members and directors of the Disappearing Corporation and, if required by the Surviving Corporation’s applicable governance documents or by law, the requisite number of directors of the Surviving Corporation, have approved the merger of the Disappearing Corporation with and into the Surviving Corporation upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and mutual promises hereinafter contained, the Parties hereby agree as follows:

Incorporation of Recitals. The Recitals are incorporated into this Agreement by this reference. Each Recital shall constitute a representation or covenant, as the case may be, of the Surviving Corporation and/or the Disappearing Corporation, as context may require.

Effective Time. Effective upon the later of the effectiveness of the filing of Statement of Merger (the “Statement of Merger”) with the Arizona Corporation Commission - Corporations Division and the effectiveness of the filing of Articles of Merger (the “Articles of Merger”) with the Missouri Secretary of State, the Disappearing Corporation will thereby be merged with and into the Surviving Corporation (the “Merger”), with the
Surviving Corporation being the surviving company in the Merger. “Effective Time” means the point in time when the Merger becomes effective.

**Surviving Company.** As of the Effective Time, by virtue of the occurrence of the Merger and without any further action: (i) the separate existence of the Disappearing Corporation will thereby cease; (ii) the members of the Disappearing Corporation will cease to be members of the Disappearing Corporation and, for avoidance of doubt, shall become members of the Surviving Corporation by virtue of the occurrence of the Merger; (iii) all of the properties, rights, privileges, immunities, and powers of the Disappearing Corporation will thereby vest in the Surviving Corporation, as the surviving company, and (iv) all debts, liabilities, obligations and duties of the Disappearing Corporation will thereby become the debts, liabilities, obligations and duties of the Surviving Corporation, as the surviving company.

**Articles of Incorporation and Bylaws of Surviving Company.** As a condition to consummating the Merger, the Surviving Corporation shall have adopted articles of incorporation and bylaws substantially in the form of the articles of incorporation and the bylaws set forth hereto in Exhibit A and Exhibit B, respectively.

**Officers and Directors of the Surviving Company.** The officers and directors of the Disappearing Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation from and after the Effective Time until, with respect to each such officer and director, the successor of such officer or director has been duly elected, appointed or qualified or until the earlier of such officer’s or director’s death, resignation or removal in accordance with the bylaws of the Surviving Corporation.

**Effectuating the Merger.** Each of the Disappearing Corporation and the Surviving Corporation agrees that it will cause to be executed, filed and recorded any document or documents prescribed by the laws of the State of Arizona and the State of Missouri (or both), as applicable, and that it will cause to be performed all necessary acts within the State of Arizona, the State of Missouri and elsewhere to effectuate the transactions herein provided.

**Termination or Abandonment.** At any time prior to the filing of the Statement of Merger with the Arizona Corporation Commission - Corporations Division, this Agreement may be terminated and abandoned by action of the Boards of Directors of the Surviving Corporation or the Disappearing Corporation to the extent permitted by the laws of the State of Arizona or the State of Missouri, as applicable, notwithstanding the approval of the Merger by the members of Disappearing Corporation and the Board of Directors of the Surviving Corporation.

**Miscellaneous.**

a. This Agreement, along with Exhibit A, Exhibit B, the Statement of Merger and the Articles of Merger, collectively, constitute the entire, final, and complete understanding between the Parties with respect to the transaction this Agreement contemplates and supersedes, merges and integrates herein any prior or contemporaneous negotiations, discussions,
representation, understandings, and agreements between the Parties, whether written or oral, with respect to such transaction.

b. The captions and headings are only for convenience of reference, are not a part of this Agreement, and will not limit or construe the provisions to which they apply. All references in this Agreement to the singular usage will be construed to include the plural and the masculine and neuter usages to include the other and the feminine.

c. This Agreement may be executed in multiple counterparts, which may be delivered by an exchange of original signature pages or of facsimiles, email attachments or other similar means of electronic transmission, all of which taken together will constitute one single agreement between the Parties hereto.

d. This Agreement shall be construed in accordance with the laws of the State of Arizona.

e. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as expressly set forth herein, no provision hereof is intended to confer, nor will any such provision confer or be deemed to confer, any benefits, rights, or remedies upon any person other than the Parties hereto, their respective successors, and their respective permitted assigns.

f. Each Party hereto shall not assign any of such Party’s rights hereunder, shall not delegate any of such Party’s obligations hereunder, and shall not delegate any of such Party’s performance in satisfaction of any conditions hereunder without the prior written consent of the other Party, and any purported assignment of rights or delegation of obligations or performance otherwise will be void ab initio.

g. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power or privilege.

h. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Jurisdiction of the Missouri Attorney General. The Parties acknowledge the jurisdiction and authority of the Attorney General of the State of Missouri (the “Attorney
with respect to the approval and enforcement of this Agreement. The Parties agree that the Attorney General may enforce this Agreement at any time, including and after the Effective Time, to the same extent as the Disappearing Corporation as of the Signing Date. The Parties further waive objection to the assertion by the Attorney General of his authority to enforce this Agreement in any venue permitted by the Attorney General pursuant to Missouri law.

(Signature page follows)
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above

<table>
<thead>
<tr>
<th>Surviving Corporation:</th>
<th>Disappearing Corporation:</th>
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<tbody>
<tr>
<td><strong>NAMI National</strong>, an Arizona nonprofit corporation</td>
<td><strong>NAMI</strong>, a Missouri nonprofit corporation</td>
</tr>
<tr>
<td>By: ____________________</td>
<td>By: ____________________</td>
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<tr>
<td>Name: __________________</td>
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<td>Title: __________________</td>
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| By: ____________________ | By: ____________________ |
| Name: __________________ | Name: __________________ |
| Title: __________________| Title: __________________ |
Exhibit A

Articles of Incorporation
Exhibit B

Bylaws
Annex 2

NAMI (formerly known as National Alliance on Mental Illness)

MINUTES OF A MEETING HELD BY THE MEMBERS

The members of NAMI (the “Members”), a Missouri nonprofit corporation (the “Corporation”), acting pursuant to Section 355.231 of the Missouri Nonprofit Corporation Law (the “Law”), adopted the following resolutions at a meeting duly noticed and held on July 18, 2020:

I. APPROVAL OF REINCORPORATION

WHEREAS, the Corporation is currently domiciled and incorporated in the state of Missouri;

WHEREAS, the board of directors of the Corporation has determined that it is advisable and in the best interests of the Corporation and its members to change the Corporation’s state of domicile and reincorporate the Corporation in the state of Arizona (the “Reincorporation”) so as to enable the Corporation to take advantage of more favorable governance laws and regulations applicable to nonprofit corporations;

WHEREAS, a new corporation will be formed in the state of Arizona, also by the name of NAMI, formally incorporated in Arizona as “NAMI National” (the “New Corporation”), to effectuate the Reincorporation, which will occur through the merger of the Corporation with and into the New Corporation (the “Merger”), with the New Corporation being the surviving company in the Merger, pursuant to the terms and subject to the conditions set forth in the merger agreement attached hereto as Exhibit A (the “Merger Agreement”);

WHEREAS, in connection with the Reincorporation, and pursuant to the terms and conditions set forth in the Merger Agreement, the New Corporation will be established, and its regulations and affairs will be governed, by the form of articles of incorporation (the “Articles”) and the form of bylaws (the “Bylaws”) attached to the Merger Agreement thereto as Exhibit A and Exhibit B, respectively;

WHEREAS, in connection with the Reincorporation, and by virtue of the occurrence of the Merger, the Members of the Corporation will cease to be Members of the Corporation and will become Members of the New Corporation;

WHEREAS, Section 355.626 of the Law requires the Merger Agreement to be approved by the Members of the Corporation by two-thirds of the votes cast or a majority of the voting power, whichever is less; and

WHEREAS, the Members have reviewed the Merger Agreement, including the proposed drafts of the Articles and the Bylaws attached to the Merger Agreement to be used to form the New Corporation, and have determined that it is in the best interests of the Corporation
to authorize, approve and ratify the Merger Agreement, and to effectuate the Reincorporation of the Corporation through the consummation of the Merger, pursuant to the terms and subject to the conditions set forth in the Merger Agreement;

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interests of the Corporation, and for the Corporation’s benefit, to enter into the Merger;
RESOLVED FURTHER, that, the Merger Agreement, is hereby adopted and approved in all respects;
RESOLVED FURTHER, that, the officers of the Corporation, be and hereby are authorized, empowered, and directed in the name of and on behalf of the Corporation, to execute and deliver, in the name of the Corporation and perform all its obligations under the Merger Agreement, and any other document, instrument or agreement entered into in connection with the foregoing, together with such amendments thereto or changes therein, and to the exhibits thereto, and to take any and all steps necessary to consummate the Reincorporation of the Corporation through consummation of the Merger, including but not limited to, forming the New Corporation through the filing of the Articles with the Arizona Corporation Commission - Corporations Division, and submitting Form 1023, Application for Recognition of Exemption Under Section 501(c)(3), for and on behalf of, the New Corporation with the Internal Revenue Service, in order to obtain its exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code, and to report the Merger on the Corporation’s federal informational return and otherwise as appropriate, and to notify and make any and all necessary filings and disclosures regarding the Merger with the proper governmental authorities.

II

FILING

BE IT RESOLVED, that the Secretary of the Corporation is hereby directed to file and maintain these minutes of the foregoing proceedings of the Members with the corporate records of the Corporation.

(Secretary’s certificate follows)
CERTIFICATE OF SECRETARY

I, the undersigned, hereby certify:

That I am the duly elected, qualified and acting Secretary of NAMI, a Missouri nonprofit corporation (the “Corporation”); and

That the foregoing minutes of the Corporation accurately reflect the discussion held and resolutions adopted at a duly noticed meeting of the members of the Corporation held on the date first above written and attended by at least the required quorum of the members of the Corporation.

(to be elected on or before July 18, 2020)
Secretary
EXHIBIT A

Merger Agreement