

## 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:

1. **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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Jurisdiction of the Missouri Attorney General.** The Parties acknowledge the jurisdiction and authority of the Attorney General of the State of Missouri (the "Attorney General") 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

Surviving Corporation:

Disappearing Corporation:

**NAMI National**, an Arizona nonprofit corporation

**NAMI**, a Missouri nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

Articles of Incorporation

**Exhibit B**

Bylaws