

**FILED/EFFECTIVE**

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**MERGER AGREEMENT**  
COUNTY OF BLAINE  
STATE OF IDAHO

**PARTIES:** Alzheimer's Disease and Related Disorders Association, Inc., Greater Idaho Chapter, an Idaho nonprofit corporation (hereinafter "Greater Idaho"), the merging corporation; and

Alzheimer's Disease and Related Disorders Association, Inc., Oregon Trail Chapter, an Oregon public benefit corporation (hereinafter "Association") the surviving corporation.

Greater Idaho and Association are referred to jointly as the "Constituent Corporations" in some sections of this Agreement.

**RECITALS**

- A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the applicable provisions of the Oregon Nonprofit Corporate Act and the Idaho Nonprofit Corporation Act (jointly referred to as the "Acts").
- B. The Constituent Corporations intend the merger to be a tax-free reorganization within the meaning of IRC §368(a)(1)(A) and applicable provisions of the Acts.

**AGREEMENT**

1. Merger of Constituent Corporations.

1.1 Merger. At the Effective Date, as defined in Section 1.3, Greater Idaho shall be merged with and into Association, the separate existence of Greater Idaho shall cease, and Association shall survive as a corporation under its existing name, organized under and governed by the laws of the state of Oregon, subject to Section 3.3. As of the Effective Date, Association shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations; all property belonging to Greater Idaho shall be transferred to and vested in Association without further act or deed; and Association shall be responsible for all liabilities of each of the Constituent Corporations.

1.2 Further Assurance. From time to time after the Effective Date, the officers and directors of Greater Idaho last in office shall execute and deliver all deeds and other instruments, and shall cause to be taken all further actions as shall reasonably be necessary, in order to vest or perfect in Association title to and possession of all the property, interests, assets, right, immunities, and franchises of Greater Idaho.

1.3 Effective Date. The merger of Greater Idaho and Association shall become effective as of the close of business on June 30, 2001.

MERGER AGREEMENT

IDAHO SECRETARY OF STATE  
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2. Articles of Incorporation, Bylaws, Directors and Officers.

2.1 Effective Date. The provisions of this Section shall be applicable as of the Effective Date.

2.2 Articles of Incorporation. The Articles of Incorporation of Association in effect immediately prior to the Effective Date shall be the Articles of Incorporation of Association as the surviving corporation, until amended in accordance with the Association's governing instruments and applicable law.

2.3 Bylaws. The Bylaws of Association in effect immediately prior to the Effective Date shall be the Bylaws of Association as the surviving corporation, until amended or repealed.

2.4 Directors and Officers. The Board of Directors of Association shall consist of persons who are the board of Directors of Association immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected and qualify. The officers of Association shall be persons who are the offices of Association immediately prior the Effective Date, and they shall hold office in each case at the pleasure of the Board of Directors of Association.

3. Conditions.

3.1 Conditions to Obligation of Greater Idaho. The obligation of Greater Idaho to effect the merger is subject to the satisfaction or waiver of the condition that this Agreement shall have been duly approved by the Members and the Board of Directors of Association in accordance with the Oregon Nonprofit Corporation Act.

3.2 Conditions to Obligation of Association. The obligation of Association to effect the merger is subject to the satisfaction or waiver of the condition that this Agreement shall have been duly approved by the Members and the Board of Directors of Greater Idaho in accordance with the Idaho Nonprofit Corporation Act.

3.3 Conditions to Obligation of Merging Parties. The obligation of the Parties to effect the merger is subject to the satisfaction or waiver of the condition that the Association change its name, effective July 1, 2001, to: "Alzheimer's Disease and Related Disorders Association, Inc., Oregon-Greater Idaho Chapter."

4. Termination.

4.1 Termination Events. This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date:

- (a) by mutual agreement of the Boards of Directors of Greater Idaho and Association;

(b) by the Board of Directors of Greater Idaho if any condition provided in Sections 3.1 or 3.3 of this Agreement has not been satisfied or waived on or before the Effective Date; or

(c) by the Board of Directors of Association if any condition provided in Sections 3.2 or 3.3 of this Agreement has not been satisfied or waived on or before the Effective Date.

4.2 Effect of Termination. In the event of termination of this Agreement as provided in this Section 4, this Agreement shall become wholly void and of no effect, each party shall bear its own expenses, and, except for liability of a party when default by the party causes termination of this Agreement by the nondefaulting party, there shall be no liability or obligation on the part of either party.

5. Miscellaneous Provisions.

5.1 Choice of Law and Forum. The parties agree that this Agreement shall be governed by and construed in accordance with the substantive laws of the state of Oregon, and that venue for any action or proceeding filed under this Agreement shall be in Multnomah County, Oregon.

5.2 Counterparts. This Agreement or any amendments hereto may be executed in any number of counterparts, all of which, taken together, shall constitute one instrument.

5.3 Effect of Execution. The parties hereto shall become bound by the terms of this Agreement as of the date they execute this Agreement.

5.4 Enforcement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action between the parties, whether predicated on this Agreement or otherwise.

5.5 Expenses. Each party shall pay its own fees and expenses incident to the negotiation, preparation and execution of this Agreement and the obtaining of the necessary approvals thereof, including fees and expenses of its counsel, accountants and other experts.

5.6 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional paper, documents and other assurances, and shall do any and all acts reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties set forth in this Agreement.

5.7 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

5.8 Headings. The headings appearing in this Agreement are for convenience of reference only and in no way define, limit or circumscribe the scope and intent of this Agreement or any provision herein.

5.9 Representation. The parties acknowledge that this Agreement was prepared by Zalutsky & Klarquist, P.C., on behalf of Association. Greater Idaho is hereby advised to seek the advice of independent legal counsel, regarding Greater Idaho's rights and responsibilities under this Agreement, prior to signing this Agreement. Greater Idaho's signature to this Agreement shall establish that Greater Idaho consulted with independent counsel prior to signing, or knowingly waived its right to do so.

5.10 Severability of Provisions. If any of the provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

5.11 Survival. The representations, warranties and covenants of the parties set forth in this Agreement, and by provision of this Agreement intended by its terms to be observed and performed after the termination of this Agreement, shall survive the date of such termination, regardless of any investigation made by any party hereto.

5.12 Waiver of Breach. The waiver of any breach of any provision of this Agreement or failure to enforce any provision thereof shall not operate or be construed as a waiver of any subsequent breach by any party.

5.13 Whole Agreement. This Agreement is the whole agreement between the parties and supersedes all oral understandings and previous written agreements which are inconsistent with the provisions hereof. There are no representations, warranties or other agreements between the parties which in any manner modify or change the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date set out below their signatures.

Greater Idaho

By: *Harold Dale* Date: 6.26.01  
Executive Director  
Board President

Association  
By: *Elizabeth McKinney* Date: 6/27/01  
Elizabeth McKinney, Executive Director