

2006 MAY -8 PM 2:48

SECRETARY OF STATE
STATE OF IDAHO**ARTICLES OF MERGER****MERGING****Rape Crisis Center of Eastern Idaho, Inc.****INTO****Domestic Violence Intervention Center, Inc.**

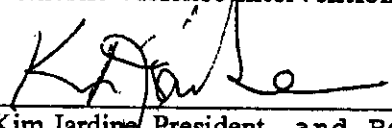
Domestic Violence Intervention Center, Inc., pursuant to Idaho Code §30-3-102, hereby states to the Idaho Secretary of State as follows:

1. That Rape Crisis Center of Eastern Idaho has been merged into Domestic Violence Intervention Center, Inc. The Plan of Merger between these two entities is attached hereto.
2. That approval of such merger has been done by the unanimous vote of the board of directors of Rape Crisis Center of Eastern Idaho, Inc. and the board of directors of Domestic Violence Intervention Center, Inc.
3. That both corporations are controlled by board of directors and neither has no members. Therefore, the approval for merger does not need to be done by the members.
4. That there are no approvals needed from any persons or entities pursuant to Idaho Code §30-3-101(1)(c).
5. All assets of Rape Crisis Center of Eastern Idaho, Inc. is now the property of Domestic Violence Intervention Center, Inc.

IN WITNESS WHEREOF, officers of each corporation, having been duly authorized,

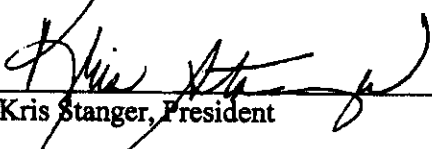
have signed these Articles of ~~Merger~~ this 4 day of May, 2006 and acknowledge the same to be the true act and deed of each of said officers.

Domestic Violence Intervention Center, Inc.



Kim Jardine, President, and Board Chairman

Rape Crisis Center of Eastern Idaho, Inc.

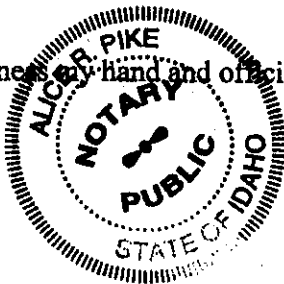


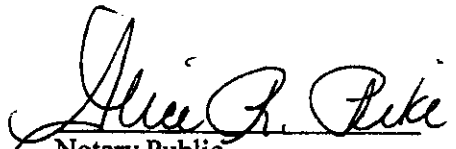
Kris Stanger, President

STATE OF IDAHO)
)ss.
COUNTY OF BONNEVILLE)

The foregoing Articles of Merger were signed and sworn to by Kim Jardine, as Chairman of the Board of Directors of Domestic Violence Intervention Center, Inc. , who affirmed, under penalty of perjury, that the facts stated herein are true, on this 4th day of May, 2006.

Witness my hand and official seal.



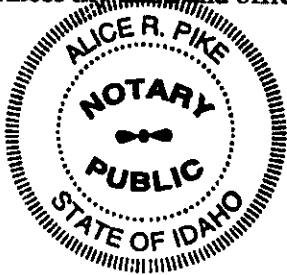


Notary Public
My Commission Expires: 5/26/06

STATE OF IDAHO)
)ss.
COUNTY OF BONNEVILLE)

The foregoing Articles of Merger were signed and sworn to by Kris Stanger, as President of Rape Crisis Center of Eastern Idaho, Inc., who affirmed, under penalty of perjury, that the facts stated herein are true, on this 5th day of May, 2006.

Witness my hand and official seal.



Alice R. Pike
Notary Public
My Commission Expires: 5/20/06

PLAN AND AGREEMENT OF MERGER

MERGING

Rape Crisis Center of Eastern, Idaho, Inc.

INTO

Domestic Violence, Intervention Center, Inc.

THIS AGREEMENT is made this 31st day of March, 2006, by and between Rape Crisis Center of Eastern, Idaho, Inc., an Idaho nonprofit corporation ("RCC" or the "Merged Corporation"), and Domestic Violence Intervention Center, Inc. also an Idaho nonprofit corporation ("DVIC" or the "Surviving Corporation"). The two Corporations which are together hereinafter referred to as the "Constituent Corporations."

RECITALS:

- The Boards of Directors of DVIC and RCC deem it desirable and in the best interest of the respective Corporations that RCC be merged into and with DVIC (the "Merger") pursuant to Idaho Code §§30-3-100 et seq. of the Idaho Nonprofit Corporation Act.
- The merger is intended to take place in such a manner to minimize financial costs, minimize the assumption of liabilities, and maximize the ability to transfer real and personal property. At the present time, the parties contemplate that the consolidation takes place wherein DVIC would assume the mission and operation of both entities.
- The respective Board of Directors of RCC and DVIC have approved this Plan of Merger pursuant to the provisions of Idaho Code §30-3-101.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. Names of Merging Corporations. The names of the merging nonprofit corporations are Rape Crisis Center of Eastern, Idaho, Inc. and Domestic Violence, Intervention Center, Inc.
2. Name of Surviving Corporation. Domestic Violence, Intervention Center, Inc. shall be the Surviving Corporation. From and after the effective date of the Merger, the name of the Surviving Corporation shall be Domestic Violence Intervention Center, subject to provision to paragraph 7(d) below. The intent of the deferring renaming the Surviving Corporation is to allow the RCC board members becoming DVIC, board members to participate in the renaming of the Surviving Corporation.
3. Effective Date of Merger. The effective date of the Merger shall be April 1, 2006 (the "Effective Date"). On the Effective Date, RCC shall be deemed to have merged with and into DVIC, which shall survive the Merger.
4. Board of Directors. To insure continuity in the mission of RCC, two RCC board of directors will serve on the DVIC Board of Directors. Such board members are

subject to making application and receiving approval of the Board of Directors of DVIC. Approval of such board members is a contingent precedent to the consolidation, unless RCC board of directors waive the same.


5. Articles of Incorporation. On the Effective Date of the Merger, the Restated Articles of Incorporation of DVIC shall be the Articles of Incorporation of the Surviving Corporation until the same shall be amended in accordance with the provisions thereof.
6. Effect of Merger.
 - a. On the Effective Date of the Merger, the Merged Corporation shall cease to exist separately and shall be merged with and into the Surviving Corporation in accordance with the provisions of this Agreement and with the provisions of and with the effect provided under the laws of the State of Idaho.
 - b. As provided therein, on the Effective Date of the Merger:
 - i. the Surviving Corporation shall possess all of the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties, and all and singular, the rights, privileges, powers, duties and obligations of each of the Constituent Corporations;
 - ii. all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation;
 - iii. all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectual the property of the Surviving Corporation as they were of the respective Constituent Corporations;
 - iv. the title to any real estate, whether vested by deed or otherwise, in each of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of each of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.
 - v. Advocates and volunteers of RCC would become advocates and volunteers of DVIC, subject to proper application processes, training, financial considerations and DVIC Board approval
7. Further Assurances.
 - a. Jennifer Pickett, a professional counselor for RCC, is to be given broad discretion for a period of at least three months for the transition of the victims she is working with, including any relocation of the counseling

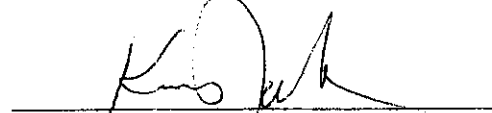
sessions.

- b. If it deemed appropriate and is financially viable, the one employee of RCC would become an employee of DVIC.
 - c. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.
 - d. A change of name occurs at an appropriate time to reflect the joint purpose of the single entity (E.g. Domestic Violence and Sexual Assault Center (DVSAC))
8. Vacancies. If on the Effective Date of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation, such vacancy may thereafter be filled in the manner provided in the Bylaws of the Surviving Corporation.
9. Abandonment of Merger and Affiliation. Anything herein contained to the contrary notwithstanding, this Plan and Agreement of Merger and Affiliation may be terminated or abandoned, before the Effective Date hereof, only by mutual consent of the Boards of Directors of the Constituent Corporations and the Society.
10. Counterparts. This Plan and Agreement of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all such counterparts shall constitute one and the same Plan and Agreement of Merger and Affiliation.


IN WITNESS WHEREOF, each of the parties hereto have executed this Plan and Agreement of Merger the day and year first above written.

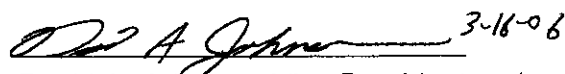
Domestic Violence Intervention Center, Inc.


Teena McBride, Executive Director


Kim Jardine, Chairman of the Board

Rape Crisis Center of Eastern Idaho, Inc.


Kris Stanger, President and Chairman of the Board

 3-16-06
David A. Johnson, Vice President and Attorney