

FILED EFFECTIVE

STATEMENT OF MERGER OF  
PLANNED PARENTHOOD VOTES! IDAHO, INC.,  
AN IDAHO STATE NONPROFIT CORPORATION,  
WITH AND INTO  
PLANNED PARENTHOOD VOTES NORTHWEST, INC.  
A WASHINGTON STATE NONPROFIT CORPORATION

2011 AUG -5 AM 10: 03

SECRETARY OF STATE  
STATE OF IDAHO

THE UNDERSIGNED, PLANNED PARENTHOOD VOTES NORTHWEST, INC., a Washington nonprofit corporation (the "Surviving Corporation"), in accordance with the requirements of the State Of Idaho Entity Transaction Act ("the Act") and desiring to effect a merger of PLANNED PARENTHOOD VOTES! IDAHO, INC., (the "Merging Corporation"), into the Surviving Corporation, hereby sets forth the following facts:

SURVIVING CORPORATION

**Section 1.01.** The name of the corporation surviving the merger is PLANNED PARENTHOOD VOTES NORTHWEST, INC. Following the merger, the name of the Surviving Corporation will be PLANNED PARENTHOOD VOTES NORTHWEST, INC.

**Section 1.02.** The Surviving Corporation is a Washington State non-profit corporation, incorporated on July 10, 1992.

MERGING CORPORATION

**Section 1.03.** The name of the corporation merging into the Surviving Corporation is PLANNED PARENTHOOD VOTES! IDAHO, INC.

**Section 1.04.** The Merging Corporation is an Idaho nonprofit corporation, incorporated on October 20, 2006.

PLAN OF MERGER

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Agreement"), containing such information as required by §30.18.202 of the Act, is set forth as Exhibit A attached hereto and made a part hereof.

EFFECTIVE DATE

The merger will be effective upon filing with the Idaho Secretary of State.

IDAHO SECRETARY OF STATE  
08/05/2011 05:00  
CK: 1931 CT: 260608 DH: 1205374  
1 @ 30.00 = 30.00 STMT MERGE # 2

C191706

Manner of Adoption and Vote

**Section 5.01.** Action by Surviving Corporation. In accordance with the Washington State Law of Non-Profit Corporations, the Agreement was approved by a vote (3 in favor, 1 opposed) of the members of the Surviving Corporation voting at a meeting duly called and held on March 30, 2011, for that purpose at which all members were present.

**Section 5.02.** Action by Merging Corporation. In accordance with the Act, the Agreement was approved by a unanimous vote of the members of the Board of Directors of the Merging Corporation voting at a meeting duly called and held on March 31, 2011, for that purpose at which a quorum of such Board was present. Approval of the Agreement by members is not necessary because the Corporation has no members.

IN WITNESS WHEREOF, each of the undersigned Surviving Corporation and Merging Corporation has caused these Articles of Merger to be signed by a duly authorized current officer acting for and on behalf of such corporation and each such officer verifies and affirms subject to penalties of perjury that the statements contained herein are true, this 27 day of June 2011.

PLANNED PARENTHOOD VOTES  
NORTHWEST, INC.  
A Washington nonprofit corporation

By: \_\_\_\_\_

Chair

Secretary

PLANNED PARENTHOOD VOTES! IDAHO, INC.  
an Idaho nonprofit corporation

By: \_\_\_\_\_

Chair

Secretary

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made as of the 30 day of March, 2011, by Planned Parenthood Votes! Idaho and Planned Parenthood Votes! Alaska ("Merging Corporations") and Planned Parenthood Votes! Washington ("Surviving Corporation").

### RECITALS

**WHEREAS**, Planned Parenthood Votes! Alaska is a corporation duly organized and validly existing under the laws of the State of Alaska having been incorporated on February 26, 2004;

**WHEREAS**, Planned Parenthood Votes! Idaho is a corporation duly organized and validly existing under the laws of the State of Idaho having been incorporated on October 20, 2006;

**WHEREAS**, Planned Parenthood Votes! Washington is a corporation duly organized and validly existing under the laws of the State of Washington having been incorporated on July 10, 1992;

**WHEREAS**, the respective Boards of Directors of Merging Corporations and Surviving Corporation, (collectively, the "Constituent Corporations") have determined that it is in the best interests of the respective Constituent Corporations that Merging Corporations be merged with and into Surviving Corporation (the "Merger"), and have approved the Merger on the terms and conditions set forth in this Agreement in accordance with the applicable provisions of the laws of the States of Idaho, Alaska and Washington that permit the Merger;

**WHEREAS**, this Plan is contingent upon approval by a majority of the respective Boards of Planned Parenthood of the Great Northwest, Planned Parenthood of Greater Washington and North Idaho, Mount Baker Planned Parenthood, and Planned Parenthood of Columbia Willamette;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Constituent Corporations hereby agree as follows:

### ARTICLE I

#### The Merger and Its Effects

**Section 1.01. The Merger.** Merging Corporation and Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Washington, by Merging Corporations merging with and into Surviving

Corporation, which shall survive the Merger. Surviving Corporation shall continue to be a Washington State nonprofit corporation and the name of Surviving Corporation following the merger shall be Planned Parenthood Votes! Northwest, or such other name that is approved by Planned Parenthood Federation of America.

**Section 1.02. Effective Date.** The effective date of the Merger (the "Effective Date") shall be the earlier of (a) July 1, 2011 and (b) the date as of which Articles of Merger have been filed with the Washington Secretary of State, as required by RCW § 24.03.200 of the Washington Nonprofit Corporation Act; the Idaho Secretary of State, as required by 30.18.203 of the Idaho Entity Transaction Act; and the Alaska Commissioner of the Department of Commerce, Community, and Economic Development, as required by AS 10.20.256 of the Alaska Nonprofit Corporation Act.

**Section 1.03. Effects of the Merger.** At and as of the Effective Date of the Merger:

(a) The separate existence of the Merging Corporations shall cease except to the extent provided by the laws of the States of Idaho or Alaska, in the case of a corporation after its merger with and into another corporation.

(b) Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations. All property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in Surviving Corporation without further act, deed or other instrument. The title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

(c) All rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger and all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it.

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the Corporate Acts of Surviving Corporation and shall be as effective and binding upon it on the Effective Date as they were upon Merging Corporation before the Effective Date.

(e) The employees of Planned Parenthood Votes! Washington immediately prior to the Effective Date shall become and continue to be employees of Surviving Corporation. In addition, certain employees from Planned Parenthood of the Great Northwest, Planned

Parenthood of Greater Washington and North Idaho, and Planned Parenthood of Columbia Willamette shall become employees of the Surviving Corporation. All such employees of affiliates shall be treated by Surviving Corporation for all permissible purposes as if they had been employees of Surviving Corporation for the entirety of their employment.

(f) Surviving Corporation shall make all reasonable efforts to maintain relationships with, and provide appropriate recognition to, any individual who has served as a volunteer or made a donation to Merging Corporation prior to the Merger.

(g) Surviving Corporation shall devote resources to develop and enhance the public policy and advocacy services in Idaho and Alaska.

**Section 1.04. Accounting Matters.** At and as of the Effective Date of the Merger

(a) The respective assets of the Constituent Corporations shall be continued on the books of Surviving Corporation in the amounts at which such assets were carried on their respective books immediately before the date of merger here.

(b) The respective liabilities and reserves of the Constituent Corporations (except for retained earnings) shall be continued on the books of Surviving Corporation in the amounts at which such liabilities and reserves were carried on their respective books immediately before the date of merger here.

(c) The retained earnings of Merging Corporation shall be continued on the books of Surviving Corporation as retained earnings in the amount at which it was carried on the books of Merging Corporation immediately before the date of merger here.

## **ARTICLE II**

### **Directors and Officers**

**Section 2.01. Directors.** Effective as of the date of merger, the Board of Directors of Planned Parenthood Votes! Washington shall become and continue to be the directors of Surviving Corporation until their successors shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation. The Board of the Surviving Corporation will add new directors from each of Alaska and Idaho, in accordance with the process set forth in the Bylaws of Surviving Corporation.

**Section 2.02. Officers.** Effective as of the date of merger, the officers of Surviving Corporation holding office immediately prior to the date of merger here shall become and continue to be the officers of Surviving Corporation, and each shall hold office until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

### ARTICLE III

#### Membership

**Section 3.01. Transfer of Membership.** The "regular" members of PP Votes! WA are Planned Parenthood of the Great Northwest, Planned Parenthood of Greater Washington and North Idaho, Mount Baker Planned Parenthood, and Planned Parenthood of Columbia Willamette. They will be the regular members of the Surviving Corporation. The special members of PP Votes! WA will continue to be special members of the Surviving Corporation and will not have voting rights.

### ARTICLE IV

#### Further Assurances

Surviving Corporation and Merging Corporation agree that the Merger shall be effective as of July 1, 2011, or as soon thereafter as is practicable, and further agree and undertake to execute and deliver such further forms or documents as are necessary or advisable in order to consummate, finalize, memorialize and report the Merger, including forms for filing with the applicable governmental authorities.

### ARTICLE V

#### Termination

At any time before July 1, 2011, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of its Board of Directors.

### ARTICLE VI

#### Miscellaneous

**Section 6.01. Expenses of Merger.** Surviving Corporation shall pay all unpaid expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

**Section 6.02. Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be considered an original.

**Section 6.03. Captions.** The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

**IN WITNESS WHEREOF**, each of the Constituent Corporations has caused this Agreement to be executed in its name and on its behalf.

**PLANNED PARENTHOOD VOTES! IDAHO, a  
nonprofit corporation**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLANNED PARENTHOOD VOTES! ALASKA a  
nonprofit corporation**

By: Stephanie L. Martin

Printed: Stephanie L. Martin

Title: Board Chairperson

Date: 3/30/2011

**PLANNED PARENTHOOD VOTES! WASHINGTON,  
a nonprofit corporation**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed in its name and on its behalf.

PLANNED PARENTHOOD VOTES! IDAHO, a  
nonprofit corporation

By: Rebecca L. Body

Printed: Rebecca L. Body

Title: Executive Director

Date: 3/31/11

PLANNED PARENTHOOD VOTES! ALASKA a  
nonprofit corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLANNED PARENTHOOD VOTES! WASHINGTON,  
a nonprofit corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IN WITNESS WHEREOF**, each of the Constituent Corporations has caused this Agreement to be executed in its name and on its behalf.

PLANNED PARENTHOOD VOTES! IDAHO, a  
nonprofit corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLANNED PARENTHOOD VOTES! ALASKA a  
nonprofit corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PLANNED PARENTHOOD VOTES! WASHINGTON,  
a nonprofit corporation

By:  \_\_\_\_\_

Printed: JULIE R SEVERSON, PHD \_\_\_\_\_

Title: BOARD CHAIR \_\_\_\_\_

Date: 3/30/11 \_\_\_\_\_