

IOWA

No. W00110412
Date: 06/04/1996

SECRETARY OF STATE

5040DN-000079055
EMPLOYEE AND FAMILY RESOURCES, INC.

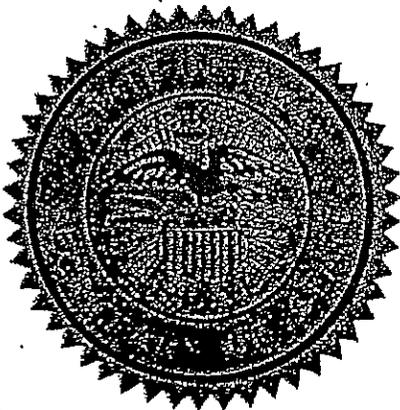
CERTIFICATE OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Amendment

The document was filed on May 28, 1996, at 09:11 AM, to be effective as of May 28, 1996, at 09:11 AM.

The amount of \$10.00 was received in full payment of the filing fee.



Paul D. Pate

SECRETARY OF STATE



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RECEIVED
OCT 30 1996
SECRETARY OF STATE

ARTICLES OF MERGER
OF FAMILY COUNSELING CENTER, INC.
INTO
EMPLOYEE AND FAMILY RESOURCES, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to the provisions of Section 43 of the Iowa Nonprofit Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

I. The Plan of Merger attached as an exhibit and incorporated herein by reference was approved by each of the undersigned corporations.

II. As to each of the undersigned corporations, the Plan of Merger was adopted in the following manner:

A. Since Family Counseling Center, Inc. has no members, the Plan of Merger was adopted by the Board of Directors of Family Counseling Center, Inc. at the September 26, 1996 Board of Director's meeting, where the Plan of Merger received a majority vote of the Directors in office.

B. Since Employee and Family Resources, Inc. has no members, the Plan of Merger was adopted by the Board of Directors of Employee and Family Resources, Inc. at the September 25, 1996 Board of Director's meeting, where the Plan of Merger received a majority vote of the Directors in office.

III. This document is effective at the time of filing on the date of filing, as evidenced by the endorsement of the Secretary of State of the State of Iowa.

EMPLOYEE AND FAMILY RESOURCES, INC.

10/16/96
Date

By: Ronnene Harris
Ronnene Harris, Chairperson

10/16/96
Date

By: Raymond G. Armstrong
Ray Armstrong, Secretary

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FAMILY COUNSELING CENTER, INC.

10/21/96.
Date

By: Patricia R. VanThomme
Patti Van Thomme, President

10/21/96.
Date

By: Robert Larsen
Robert Larsen, Treasurer

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PLAN OF MERGER

WHEREAS, this Plan of Merger is by and between Employee and Family Resources, Inc., an Iowa nonprofit corporation (hereinafter, "EFR" or the "Surviving Corporation"), and Family Counseling Center, Inc., an Iowa nonprofit corporation (hereinafter, "FCC").

WHEREAS, the respective Boards of Directors of EFR and FCC deem it advisable for the mutual benefit of the corporations to adopt this Plan of Merger.

WHEREAS, neither EFR nor FCC have members.

WHEREAS, neither EFR nor FCC have shareholders or stock issued or outstanding.

NOW, THEREFORE, EFR and FCC agree that FCC shall be merged with and into EFR as the surviving corporation in accordance with the applicable laws of the State of Iowa, that the name of the surviving corporation shall continue to be Employee and Family Resources, Inc. and that the terms and conditions of the merger shall be as follows:

Section 1 -- Effective Date

The Merger provided for in this Agreement shall become effective upon the completion of the following:

1. The adoption of this Plan of Merger pursuant to Sections 40 and 42 of the Iowa Nonprofit Corporation Act by the Board of Directors of EFR and FCC and the majority vote of the Board of Directors that are in office of both EFR and FCC adopting this Plan of Merger.
2. The execution and the filing of the Articles of Merger by both EFR and FCC required by Section 43 of the Iowa Nonprofit Corporation Act.

The corporations shall agree upon the date (the "Effective Date") on which the Articles of Merger shall be filed with the Secretary of State of the State of Iowa, but such filing shall take place with reasonable promptness after the approval of this Plan of Merger by the Board of Directors of the corporations, and the fulfillment or waiver of the terms and conditions in Sections 6, 7, 8 and 9.

Section 2 -- Articles of Incorporation

The Articles of Incorporation of EFR shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Iowa.

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Section 3 -- Bylaws

The Bylaws of EFR in effect on the date of this Agreement shall be the Bylaws of the Surviving Corporation on the Effective Date.

Section 4 -- Board of Directors and Officers

Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation shall consist of (1) the Board of Directors of EFR in office on the Effective Date, and (2) two current Directors of FCC, Patti Van Thomme and Philippe Gallant, who will be filling vacancies on the Board of Directors of the Surviving Corporation. The elected Officers of the Surviving Corporation, who shall continue in office at the direction of the Board of Directors of the Surviving Corporation, shall be the elected Officers of EFR on the Effective Date.

Section 5 -- Effect of Merger

On the Effective Date, the effect of the merger shall be as provided in Section 44 of the Iowa Nonprofit Corporation Act and other applicable provisions of the laws of the State of Iowa. Without limiting the generality of the foregoing, upon the Effective Date, the separate existence of FCC shall cease (except insofar as continued by statute), and it shall be merged with and into the Surviving Corporation. All of the property, real, personal, and mixed, of FCC, and all debts due to FCC, shall be transferred to and vested in the Surviving Corporation, without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the corporations, and any claim or judgment against FCC may be enforced against the Surviving Corporation.

Section 6 -- Representations, Warranties and Covenants of EFR

EFR represents, warrants to, and covenants with FCC as follows:

6.1 *Corporate Status.* EFR is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Iowa.

6.2 *Access to Records.* From the date of this Agreement to the Closing, EFR will (1) give to FCC and its representatives full access during normal business hours to all of its offices, books, records, contracts, and other corporate documents and properties so that FCC may inspect and/or audit them and (2) to furnish such information concerning EFR properties and affairs as FCC may reasonably request.

6.3 *Authorization.* Execution of this Agreement has been duly authorized and approved by the Board of Directors of EFR.

Section 7 -- Representations, Warranties and Covenants of FCC

FCC represents and warrants to, and covenants with, Surviving Corporation as follows:

7.1 *Corporate Status.* FCC is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Iowa.

7.2 *Undisclosed Liabilities.* FCC has no liabilities of any nature except reflected or reserved against in FCC's latest Balance Sheet, or except as otherwise disclosed to EFR, whether accrued, absolute, contingent, or otherwise, including without limitation, tax liabilities and interest due or to become due, and FCC's accounts receivable are collectible in accordance with the terms of such accounts, except to the extent of the reserve therefor in FCC's latest Balance Sheet, or except as otherwise disclosed to EFR.

7.3 *Title to Property.* FCC has good and marketable title to all properties and assets, real and personal, reflected in FCC's latest Balance Sheet, except as since sold or otherwise disposed of in the ordinary course of business, and FCC's properties and assets are subject to no mortgage, pledge, lien, or encumbrance, except for liens shown therein, with respect to which no default exists.

7.4 *Litigation.* There is no litigation or proceeding pending, against or relating to FCC, its properties or business, unless set forth in a list attached to this Agreement as an exhibit.

7.5 *Access to Records.* From the date of this Agreement to the Closing, FCC will cause its representatives (1) to give to EFR and its representatives full access during normal business hours to all of its offices, books, records, contracts, and other corporate documents and properties so that EFR may inspect and/or audit them and (2) to furnish such information concerning FCC's properties and affairs as EFR may reasonably request.

7.6 *Authorization.* Execution of this Agreement has been duly authorized and approved by the Board of Directors of FCC.

Section 8 -- Conduct of EFR Pending the Closing

EFR covenants that between the date of this Agreement and the Effective Date:

8.1 *Certificate of Incorporation and Bylaws.* No change will be made in the certificate of incorporation or bylaws of EFR.

8.2 *Conduct of Business.* EFR will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact.

Section 9 -- Conduct of FCC Pending the Closing.

FCC covenants that between the date of this Agreement and the Effective Date:

9.1 *Certificate of Incorporation and Bylaws.* No change will be made in the certificate of incorporation or bylaws of FCC.

9.2 *Conduct of Business.* FCC will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact.

Section 10 -- Conditions Precedent - EFR

10.1 *Representations and Warranties.* Representations and warranties of EFR contained in this Agreement shall be deemed to have been made again at and as of the Effective Date and shall be true in all material respects.

10.2 *Due Performance.* This Plan of Merger shall have been adopted and approved by the necessary votes of the Board of Directors of EFR. Furthermore, EFR shall have performed all actions necessary to consummate the merger according to this Agreement and the Iowa Nonprofit Corporation Act.

Section 11 -- Conditions Precedent - FCC

11.1 *Representations and Warranties.* Representations and warranties of FCC contained in this Agreement shall be deemed to have been made again at and as of the Effective Date and shall be true in all material respects.

11.2 *Due Performance.* This Plan of Merger shall have been adopted and approved by the necessary votes of the Board of Directors of FCC. Furthermore, FCC shall have performed all actions necessary to consummate the merger according to this Agreement and the Iowa Nonprofit Corporation Act.

11.3 *Books and Records.* FCC shall have made available to EFR all books and records of FCC to the extent that EFR has requested.

Section 12 -- Termination

This Plan of Merger may be terminated (1) by mutual consent in writing, or (2) by either EFR or FCC, if there has been a material breach of any warranty or covenant by the other party.

Section 13 -- General Provisions

13.1 *Further Assurances.* At any time, and from time to time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

13.2 *Waiver.* Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

13.3 *Entire Agreement.* This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

13.4 *Headings.* The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.5 *Governing Law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, EFR and FCC have caused this Plan of Merger to be signed by the respective persons authorized as of the day and year indicated below.

EMPLOYEE AND FAMILY RESOURCES, INC.

10/16/96.
Date

By: Ronnene Harris
Ronnene Harris, Chairperson

10/16/96.
Date

By: Raymond G. Armstrong
Ray Armstrong, Secretary

FAMILY COUNSELING CENTER, INC.

10/21/96.
Date

By: Patti Van Thomme
Patti Van Thomme, President

10/21/96
Date

By: Robert Larson
Robert Larson, Treasurer

FILED
IOWA
SECRETARY OF STATE
10-30-96
3:26pm
W126252



INTERNAL REVENUE SERVICE
District Director

DEPARTMENT OF THE TREASURY
1100 Commerce St., Dallas, TX 75242

Employee and Family Resources Inc
815 5th Ave Room Ste 830
Des Moines, IA 50309-2301

Person to Contact:
Customer Service Division

Telephone Number:
(800) 828-1040

Refer Reply to:
Mail Code 4940 DAL

Date:
April 16, 1987

Employer Identification Number:
42-0923932

Dear Sir or Madam:

Our records show that the Employee and Family Resources Inc is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted June 1985 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the Code.

We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(1)(A)(vi).

This letter may be used to verify tax-exempt status.

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely,

W. Mann

W. Mann
Chief, Employee Plans
and Exempt Organizations
Customer Service Section



Employee & Family Resources

Direction Statement

Mission

Employee & Family Resources: Delivering solution-focused resources . . . enhancing lives one person at a time.

Vision

As a leader and innovator in the field of human services, EFR is committed to serving the emotional and behavioral well-being of children, youth and adults.

To meet customer and client needs, EFR provides professional and culturally competent services, including prevention, assessment, referral, counseling, case management, professional development, and communication accessibility.

The goal of EFR is that individuals be more productive and successfully contribute to their family, business, school and community.

Values/Beliefs

Employee & Family Resources is an organization with a strong commitment to:

- Integrity, honesty and the highest ethical standards in our behavior;
- Confidentiality as a basic right of our customers and clients;
- Acceptance of all, with dignity and respect;
- High quality, accessible services for our corporate and individual clients;
- Cultural competence and inclusivity;
- Personal and professional potential for employees;
- Programmatic and fiscal strength.