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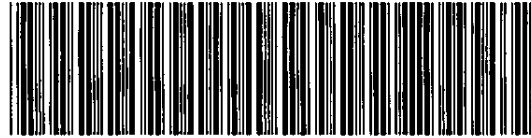
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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*Merger*

JUN 23 2016

D CONNELL

David M. Caldevilla  
Edward P. de la Parte, Jr.  
Richard A. Gilbert  
Donald C. Greiwe

de la Parte & Gilbert, P.A.

ATTORNEYS AT LAW



Patrick J. McNamara  
Kristin Y. Melton  
Nicolas Q. Porter

Louis A. de la Parte, Jr.  
*Founder (1929-2008)*

June 15, 2016

Via Federal Express Airbill No. 776525596939

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

RE: Alzheimer's Disease and Related Disorders Association, Inc. Merger Documents

Dear Sir or Madam:

Enclosed is the completed Articles of Merger of Alzheimer's Disease and Related Disorders Association, Inc.-Florida Gulf Coast Chapter into Alzheimer's Disease and Related Disorders Association, Inc., along with de la Parte & Gilbert, P.A.'s Check No. 22064 in the amount of \$70.00 as payment for the filing fee.

Thank you in advance for your time and cooperation. Please do not hesitate to call me if you have any questions.

Sincerely,

de la PARTE & GILBERT, P.A.

Donald C.P. Greiwe

DCPG/js  
Enclosures  
cc: Eli Korner (w/enclosures)

## ARTICLES OF MERGER

eff. 7-1-16

In accordance with the Florida Not For Profit Corporation Act, pursuant to Section 617.1105, Florida Statutes, Alzheimer's Disease and Related Disorders Association, Inc.-Florida Gulf Coast Chapter, a Florida not-for-profit corporation (the "Merging Corporation"), and Alzheimer's Disease and Related Disorders Association, Inc., a Delaware nonstock corporation (the "Surviving Corporation"), hereby execute these articles of merger, which shall be filed in the office of the Florida Department of State.

### ARTICLE I Plan of Merger

A copy of the plan of merger is attached as Exhibit "A," whereby the Merging Corporation will merge with and into the Surviving Corporation.

### ARTICLE II Approval

The plan of merger was adopted by the Merging Corporation, at a meeting of its members held on February 29, 2016. The number of votes cast in favor of the merger was sufficient for approval. The vote was nine (9) in favor and two (2) opposed.

The members of the Surviving Corporation are not entitled to vote on the plan of merger. The plan of merger was approved and adopted by a majority of the directors of the Surviving Corporation at a meeting held on October 17, 2015. The Surviving Corporation had thirty-one (31) directors at such time and twenty eight (28) of the directors voted to approve the plan of merger and one (1) opposed.

### ARTICLE III Effective Date

The merger shall be effective at 12:01 a.m. on July 1, 2016.

IN WITNESS WHEREOF, the undersigned have executed these articles of merger on

June 15, 2016.

**Alzheimer's Disease and Related Disorders Association, Inc.-  
Florida Gulf Coast Chapter**  
a Florida not-for-profit corporation

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

Name: Gloria T. Smith  
Chief Executive Officer

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Alzheimer's Disease and Related Disorders Association, Inc.,**  
a Delaware nonstock corporation

By: Christine A. Foh

Name: Christine Foh

Vice President

**PLAN AND AGREEMENT OF MERGER<sup>1</sup>**  
**BETWEEN**  
**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. ~~D/B/A~~**  
**~~ALZHEIMER'S ASSOCIATION~~**  
**AND**  
**ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.**  
**FLORIDA GULF COAST CHAPTER. ~~D/B/A ALZHEIMER'S ASSOCIATION~~**  
**~~FLORIDA GULF COAST CHAPTER~~**

Plan and Agreement of Merger ("Plan of Merger" or "Agreement") agreed to this 29th day of February, 2016 by and between the ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. ~~D/B/A ALZHEIMER'S ASSOCIATION~~ ("National Organization") and ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. FLORIDA GULF COAST CHAPTER ~~D/B/A ALZHEIMER'S ASSOCIATION FLORIDA GULF COAST CHAPTER~~ ("Local Chapter").

National Organization is a Delaware nonstock corporation exempt from federal income tax under IRS Code Section 501(c)(3) with a mission to eliminate Alzheimer's Disease through the advancement of research; to provide and enhance care and support for all affected; and to reduce the risk of dementia through the promotion of brain health.

Local Chapter is a Florida nonprofit corporation exempt from federal income tax under IRS Code Section 501(c)(3) with a mission to eliminate Alzheimer's Disease through the advancement of research; to provide and enhance care and support for all affected; and to reduce the risk of dementia through the promotion of brain health with a focus on activity within its territory.

National Organization and Local Chapter will merge their organizations in order to create a single, unified structure which brings Local Chapter, other local chapters and the National Organization closer together to pursue all elements of the mission and strategy as one organization.

It is the intent of the parties that the general operating principles contained in the Mission Forward plan will guide the single unified organization as it begins its operations.

The Boards of Directors of National Organization and Local Chapter have approved the merger of Local Chapter into National Organization in accordance with the Delaware General Corporation Law (the "DGCL") and the laws of the state of organization of Local Chapter, respectively. Neither National Organization nor Local Chapter has any members with voting rights.

Therefore, it has been agreed by and between National Organization and Local Chapter to enter into the Plan of Merger that is set forth immediately below.

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<sup>1</sup> If documents and disclosures produced by the chapter indicate extraordinary liabilities, this transaction may be structured as an asset transfer and dissolution with an escrow for such liabilities.

**Article I**  
**Organizational Terms of Merger**

1. National Organization and Local Chapter shall be merged into a single corporation (hereinafter the "Post-Merger Organization"), with National Organization being the surviving corporation (the "Merger"). The separate existence of Local Chapter shall cease upon the Effective Date of the Merger. After the merger, local interests will be represented by a Chapter non-fiduciary Board ("Chapter Board") and the National Organization to serve the purposes outlined in Exhibit A.
2. The Post-Merger Organization shall continue as a corporation organized under the Certificate of Incorporation of National Organization. This Agreement complies with Delaware law.
3. The Merger shall be effective at 12:01 a.m. on July 1, 2016, or on such other date as specified by National Organization as necessary to obtain local regulatory approvals, (such date, the "Effective Date"). Prior to the Effective Date, National Organization shall file a Certificate of Merger with the Delaware Secretary of State in accordance with Section 103 of the DGCL and National Organization and Local Chapter shall make such filings as may be necessary in the state of incorporation of the Local Chapter to give effect to the Merger. The Statement of Relationship between the parties shall remain in effect until the Effective Date.
4. The Post-Merger Organization shall be governed by the Bylaws of National Organization as amended to conform with this Plan of Merger and shall continue to support both local and national efforts as set forth in this Plan of Merger.
5. Those individuals listed on Exhibit B, if still employed by the Chapter on the Effective Date, shall become employees of the Post-Merger Organization as of the Effective Date, subject to clean background check results of previous chapter background checks or a new background check if one has not previously been performed.
6. National Organization shall assume all of the assets and liabilities of Local Chapter, including those listed on Exhibit C.
7. The current Board of Directors and Officers of National Organization shall continue in that capacity in the Post-Merger Organization in accordance with National Organization's Bylaws.
8. Post-Merger Organization's principal place of business shall be at National Organization's offices in Chicago, Illinois.

**Article II**  
**Obligations of Local Chapter**

1. The Local Chapter has provided, and will continue to provide to the National Organization, the documents and information outlined in Exhibit D which is attached to and

made a part of this Plan of Merger. In the event of any material change prior to the Effective Date in the documents or information outlined in Exhibit D, Local Chapter will promptly inform National Organization in writing of such material change.

2. Prior to the Effective Date, Local Chapter shall work with National Organization to facilitate the transition process to the National Organization in a timely and orderly manner, including using reasonable efforts to obtain any consents or approvals required to effect the Merger.

3. The parties shall work together to create mutually agreed media releases and responses if needed.

4. Local Chapter shall continue its operations in the customary manner providing reports to National Organization. Local Chapter shall not engage in any activities or transactions outside the ordinary course of business, or terminate or amend any material contracts, execute new unbudgeted material contracts, dispose of or encumber material assets, undertake material unbudgeted liabilities, enter into any employment, severance or similar agreements with employees, or settle any pending litigation unless authorized in writing in advance by National Organization.

5. Local Chapter shall secure consent from its board volunteers who have signature authority on bank accounts, investment accounts and/or contracts to allow National Organization to conduct background checks prior to the Effective Date if Local Chapter does not have background checks on file. Retention of Board volunteers and other volunteers that require background checks by National Organization policy such as support group leaders is contingent upon clear background check results.

6. Local Chapter agrees to add signatories from National Organization to each bank account prior to the Effective Date, which shall become effective on the Effective Date.

### **Article III**

#### **Obligations of National Organization**

1. The post-merger non-fiduciary Chapter Board will provide oversight to the use of the Non-Operating Cash and investment assets ("Reserve Account Assets") owned and controlled by the Chapter on the Effective Date of the merger as indicated on the Chapter's audited financials when available. "Non-Operating Cash" is the cash portion of the Chapter's reserves that is not used to fund short-term obligations and day-to-day activities of the Chapter. "Operating Cash" shall be defined as funds necessary to cover the budgeted day-to-day operations of the Chapter. Operating Cash will be used to fund operating expenses of the Chapter. On request by the Chapter Executive, the Chapter Board may approve the use of Reserve Account Assets subject to final approval of the National Organization through the annual budget process or other requests. The National Organization will approve the use of such funds subject to compatibility with the mission of the Alzheimer's Association and the then current strategic plan provided that such use would reasonably withstand external scrutiny and honor donor imposed restrictions. The maintenance of the funds under the terms of this Section will be reviewed by the National

Organization and Chapter Board after ten (10) years following the Effective Date and every five (5) years thereafter as long as any such funds remain to determine if the Chapter Board and National Organization desire to maintain the Chapter Board restrictions in place. A Chapter may request as frequently as quarterly, the account balance of the Reserve Account Assets held by the National Organization pursuant to this provision.

2. Prior to and following the Effective Date, the National Organization shall work with the Chapter to facilitate the transition process to National Organization in a timely and orderly manner, including using reasonable efforts to obtain any consents or approvals required to effect the Merger.

3. National Organization agrees that it may be served with process via its Registered Agent, Corporate Creations, in the state of organization of Chapter in any proceeding for enforcement of any of obligation of any constituent corporation to the Merger in such state, as well as for enforcement of any obligation of the Post-Merger Organization arising from the merger and shall irrevocably appoint the Secretary of State of such state (or such other officer as designated by applicable state law) as its agent to accept service of process in any suit or other proceedings.

#### **Article IV Financial Terms**

The assets of National Organization and Local Chapter shall be combined into those of the National Organization, provided however, that the Reserve Account Assets of Local Chapter transferred pursuant to the Plan of Merger shall be maintained on the National Organization's balance sheet as a Chapter Board designated reserve used in accordance with Article III, Section 1 of this Agreement or to fund a Chapter deficit that has been approved by the Chapter Board. The Reserve Account Assets shall be invested in a separate investment account together with the Reserve Account Assets from other merging Chapters, but accounted for separately for each Chapter. The Reserve Account Assets shall not be increased or decreased as a result of the earnings of the Reserve Account Assets or the increase or decrease in value due to investment fluctuation. Increases (less decreases) to the Reserve Account Assets resulting from investment gains, losses, or income shall be applied to fund Chapter operations annually. At the end of each fiscal year, the amount of increases (less decreases) in the Chapter's portion of the Reserve Account Assets shall be available for use to cover the following year Chapter operating expenses.

#### **Article V Approval Procedures**

1. National Organization: Pursuant to Delaware law and the Bylaws of National Organization, National Organization's Board of Directors has adopted a resolution approving the plan of merger.

2. Local Chapter: Pursuant to Florida law and the Bylaws of Local Chapter, the Board of Directors of Local Chapter has adopted a resolution approving the Plan of Merger.



## **Article VI Dispute Resolution**

1. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.
2. This Agreement shall be interpreted under the laws of the State of Illinois. Exclusive jurisdiction and venue for claims made under this Agreement shall reside in the courts seated in Cook County, Illinois.

## **Article VII Termination**

1. This Agreement may be terminated by written notice given to the other party before the Effective Date at any time by National Organization or Local Chapter if:

(i) Local Chapter, using reasonable efforts and in cooperation with National Organization, fails to obtain from the Attorney General and/or the Secretary of State (each, a 'Governmental Body') in the Local Chapter's state of organization a required consent to effect the Merger, and there is no ability to appeal such Governmental Body's determination with additional explanations, modifications or reasonable accommodations. Reasonable efforts shall include the preparation and filing of an application or such other required document with, and responding to, the Governmental Body, in accordance with its state requirements, as promptly as practicable, or

(ii) a law is enacted following the date of this Agreement that makes consummation of the Merger illegal or otherwise prohibited or any governmental agency shall have issued an order restraining or enjoining the Merger, and such order shall have become final and non-appealable. or

(iii) the other party files a petition in bankruptcy under any provisions of federal or state bankruptcy law or consents to the filing of any bankruptcy petition against it under any similar law;

*Provided however, that the right to terminate this Agreement under this Article VII shall not be available to any party whose action or failure to act has been a primary cause of or resulted in the failure of the Merger to occur.*

2. If this Agreement is properly terminated pursuant to this Article VII, all further obligations of the parties to consummate the Merger will terminate and become of no further force and effect, and there will be no liability on the part of a party, except with respect to any breach of any provision of this Agreement prior to such termination.

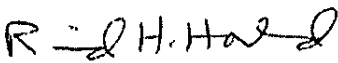
**Article VIII**  
**Authority, Execution**

1. Each of the parties hereto is duly organized, validly existing and in good standing under the laws of its state of organization, has all requisite corporate power and authority to conduct its business as it is now being conducted and to own and use the properties and assets that it purports to own, has not conducted any business for any purpose or in any manner not permitted of a 501(c)(3) tax exempt organization and has conducted its business in accordance with all applicable laws and regulations.


2. The undersigned warrant that they are duly authorized by their organizations to enter into this Plan of Merger. This Plan of Merger has been approved by all required corporate action, is binding upon the parties hereto and does not conflict with the governing documents of the undersigned, will not contravene, conflict with or result in a violation of any of the terms or requirements of any law, order or regulation applicable to the undersigned or contravene, conflict with or result in a violation or breach of or result in a default under the provisions of any contract or agreement material to the undersigned or give any person the right to modify, terminate or accelerate any right, liability or obligation of the undersigned under any such contract or agreement, except as specifically noted in the copies of contracts submitted and listed in Exhibit D.

In witness thereof, the parties hereto have duly executed this Plan of Merger.

~~ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. D/B/A~~  
~~ALZHEIMER'S ASSOCIATION~~

By:   
Name: Richard H. Hovland  
Title: COO  
Date: 6/9/16

~~ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.~~  
~~FLORIDA GULF COAST CHAPTER. D/B/A ALZHEIMER'S ASSOCIATION~~  
~~FLORIDA GULF COAST CHAPTER~~

By:   
Name: Andrew Weintraub  
Title: Board Chairman  
Date: 2-29-2016

**SCHEDULE OF EXHIBITS**

- EXHIBIT A:**       **Purposes of Chapter Post-Merger Non-Fiduciary Board**
- EXHIBIT B:**       **Employees of Chapter**
- EXHIBIT C:**       **Local Chapter Assets and Liabilities**
- EXHIBIT D:**       **Local Chapter Documents and Information**

## **EXHIBIT A**

### **Purposes of Chapter Post Merger Non-Fiduciary Board**

To promote awareness of the Alzheimer's Association full mission and advocacy, care and support, and research goals while building relationships with community members at multiple levels, consistent with our core values;

To participate in the process of hiring and evaluating Chapter Executives as well as ongoing feedback regarding Chapter Executive throughout the year;

To provide oversight to the use of Chapter Reserve Account Assets owned and controlled by the Chapter on the Effective Date of the merger;

To be a strong board committed to the Alzheimer's Association's ability to deliver on all aspects of mission delivery, including fundraising and to work with staff to cultivate new and existing donors, advocacy, public policy and care and support relationships by making introductions to and fostering communication with individuals, foundations, corporations and government officials;

To be responsible for recruiting and training new Chapter Board members and self-perpetuating by selecting its own Chapter Board members;

To brainstorm ideas and/or serve as sounding boards for Association wide innovation; and

To be volunteer leaders of the Alzheimer's Association in their communities and to communicate local needs and concerns to the National Board of Directors.

## **EXHIBIT B**

### **Employees of Chapter**

The following employees of Chapter shall become employees of the Post-Merger Organization effective on the Effective Date subject to the terms of this Exhibit.

As a condition of employment with the National Organization, each employee must consent to a background check prior to the Effective Date if a previous clean chapter background check does not exist. Hiring of employees by National Organization is contingent upon the results of such background checks. In the event any employee does not consent to a background check or the result of such background check is unacceptable to National Organization, Chapter will, if requested by National Organization, terminate such employee prior to the Effective Date.

All Chapter employees hired by the National Organization on the Effective Date of the Merger, will be at the same salary and target incentive compensation as was available from the Chapter and as disclosed in the due diligence materials by the Chapter.

[LIST OF EMPLOYEES BY NAME AND TITLE. ALSO INSERT TITLES OF ANY BUDGETED POSITIONS TO BE HIRED.]

Chapter shall work with National Organization to determine which 401(k) or other pension-type plans should be terminated before employees are switched to benefits offered by the National Organization on January 1, 2017. Until such time, Chapter staff shall continue to comply with all necessary filing, reporting and other obligations for such plans, with the assistance of the National Organization.

Chapter will maintain its health insurance coverage and other benefit plans, and include the National Organization as a successor in interest on its plan(s), with rights to amend or terminate such plan(s), or purchase bridge plans with the assistance of National until such time as the National Organization notifies the Chapter that it is ready to enroll its employees in the National Organization's health insurance and other benefit plans, which is expected to occur on January 1, 2017. Until such time, Chapter staff shall continue to comply with all necessary filing, reporting and other obligations for such plans, with the assistance of the National Organization.



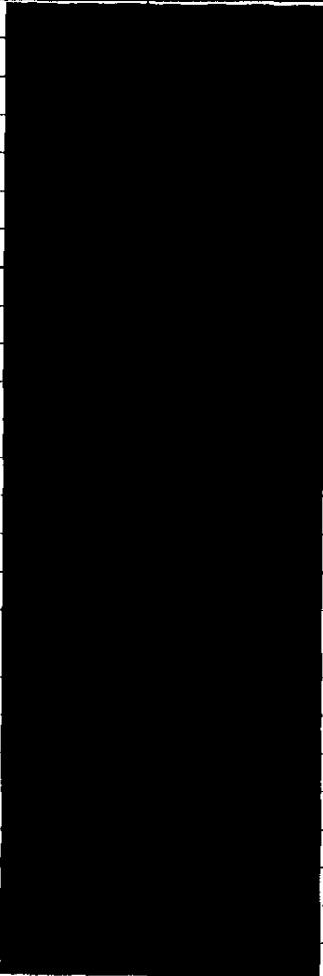
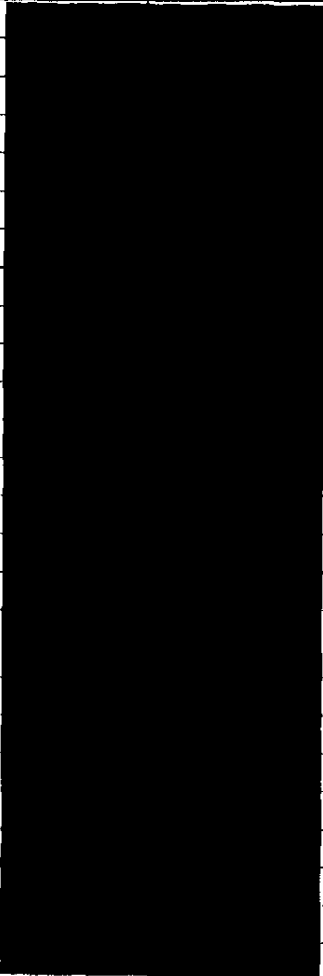
THE BRAINS BEHIND SAVING YOURS:

**EXHIBIT B**

**Employees of Local Chapter**

The following employees of Local Chapter shall become employees of the Post-Merger Organization effective on the Effective Date subject to the terms of this Exhibit.

As a condition of employment with the National Organization, each employee must consent to a background check prior to the Effective Date if a previous chapter clear background check does not exist. Retention of employees by National Organization is contingent upon the results of such background check. In the event any employee does not consent to a background check or the result of such background check is unacceptable to National Organization, Local Chapter will, if requested by National Organization, terminate such employee prior to the Effective Date.

Employee First Name	Employee Last Name	Title	Employee Background Screens In Drop Box
		Chief Operating Officer	X
		Program Specialist	X
		Program Specialist	X
		Receptionist/Volunteer Coordinator	X
		Director of Education/Program Specialist	X
		Program Specialist	X
		Program Specialist	X
		Program Specialist	X
		Vice President of Development	X
		Program Specialist	X
		Director of Public Policy/Program Specialist	X
		Development Logistics Manager	X
		Program Specialist	X
		Community Development Coordinator	X
		Vice President of Programs	X
		Senior Financial Specialist	X
		Senior Bilingual Program Specialist	X
		Program Specialist	X
		Administrative Assistant	X
		Community Development Coordinator	X
		Program Specialist	X
		President & CEO	X
		Director of Early Stage programs/Program Specialist	X
		Memory Mobile Driver	X
		Program Specialist	X

**Exhibit "A"**

Local Chapter shall work with National Organization to determine which 401(k) or other pension-type plans should be terminated before employees are switched to benefits offered by the National Organization on January 1, 2017. Until such time, Local Chapter shall continue to comply with all necessary filing, reporting and other obligations for such plans.

All employees retained by National Organization shall have completed the move to the National Organization's benefits plans by December 31, 2016.

**EXHIBIT C**

**Local Chapter Assets and Liabilities  
(As of the Signing of this Agreement)**



ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION  
FLORIDA GULF COAST CHAPTER, INC.  
Comparative Statement of Financial Position

	12/31/15	06/30/15	Change
<b>ASSETS</b>			
1000 Cash			
Bank of America - Operating	\$ 401,176	\$ 105,773	\$ 295,403
SunTrust Bank Money Market	215,853	240,823	(24,970)
Chase Bank Money Market	200,004	-	200,004
Petty Cash	200	200	-
Wells Fargo Bank Money Market Account	240,180	240,058	121
Synovus Bank Money Market Account	247,896	247,595	301
Bank United Money Market Account	248,147	247,225	922
Regions Bank Money Market Account	245,432	245,390	42
PNC Bank Money Market Account	250,532	250,392	140
BB&T Money Market Account	240,875	240,158	717
Third Fifth Bank Money Market Account	245,400	240,000	5,400
Total Cash	<u>2,535,696</u>	<u>2,057,615</u>	<u>478,081</u>
1100 Investments			
Wells Fargo	362,850	385,063	(22,213)
Total Investments	<u>362,850</u>	<u>385,063</u>	<u>(22,213)</u>
1200 Estates and Trusts Receivable - Time Restricted	1,789,136	416,604	1,372,533
1300 General Receivables	72,615	55,175	17,441
1331 SFR Cash Revenue Receivable	218,977	192,329	26,648
1460 SFR Pledges Revenue Receivable	97,493	18,591	78,903
1480 SFR Annuities Revenue Receivable	57,420	57,420	-
1400 Reason to Hope Pledges Receivable	76,412	82,909	(6,497)
1600 Prepaids	36,282	57,756	(21,474)
1700 Fixed Assets	243,979	44,645	199,334
<b>TOTAL ASSETS</b>	<u>5,490,862</u>	<u>3,368,105</u>	<u>2,122,757</u>
<b>LIABILITIES</b>			
2000 Accounts Payable	66,297	15,259	51,037
2100 Accrued Liabilities	84,705	62,507	22,198
2160 SFR Cash Revenue Payable	266,565	50,074	216,491
2260 SFR Pledges Revenue Payable	182,696	113,934	68,762
<b>TOTAL LIABILITIES</b>	<u>600,263</u>	<u>241,775</u>	<u>358,488</u>
<b>NET ASSETS</b>			
1-3100 Unrestricted	2,103,655	1,691,696	411,958
2-3100 Temporarily Restricted	1,740,604	388,294	1,352,310
6-3100 Board Designated	1,046,340	1,046,340	-
<b>TOTAL NET ASSETS</b>	<u>4,890,599</u>	<u>3,126,330</u>	<u>1,764,268</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 5,490,862</u>	<u>\$ 3,368,105</u>	<u>\$ 2,122,757</u>

## **EXHIBIT D**

### **Local Chapter Documents and Information**

#### **Real Estate**

For all owned real estate:

- Mortgage
- Deeds
- Default notices
- Environmental studies
- Appraisals
- Title Insurance

#### **Equipment and Vehicles**

- List of material tangible property and equipment
- List of all vehicles

#### **Contracts**

To be assumed by National Organization:

- Leases
- Current or pending contracts
- Disclosure of any breach or default

#### **Intellectual Property**

- Disclosure of intellectual property owned or used by the Local Chapter (other than IP of National Organization)

#### **Licenses and Permits**

- Disclosure and copies of licenses and permits

#### **Required Consents**

- Financing, leases, contracts
- State approvals

#### **Employment**

- List of any employees involuntarily separated from employment within the last 13 months
- List any employee disputes or claims and complaints
- Copy of any current benefit plan, including severance plans or obligations

#### **Liens**

- Disclosure of any liens against assets

#### **Litigation**

- Any pending or threatened litigation
- Copies of lawsuits, arbitration matters, EEOC or other human rights or labor complaints pending
- Copies of any orders to which Chapter or its assets are subject

#### Financial

- List of all Chapter bank and investment accounts, account numbers, and chapter signatories.
- Line of credit
- Outstanding loans
- Financial statement for the past 2 years, most recent balance sheet
- Management letters from independent auditors for the past 2 years
- Investment Fund reports
- Approved budget for current year
- Disclosure of any known liabilities not on the most recent financial statement, whether absolute, accrued, contingent, due or to become due

#### Governance (unless already on file with Chapter Relations)

- Chapter articles of incorporation
- Chapter bylaws
- Minutes of Board of Directors meetings from the past year
- Copy of current charitable registration

#### Transactions with related parties

- Transactions with officers, directors or employees of Chapter

#### Insurance and Liability

- Insurance claims for past 2 years
- Attorney General complaints or letters for past 2 years
- Any material loss, damage or destruction to, or any material interruption in use of, any assets of Chapter in the past 2 years
- Certificate of Coverage evidencing all insurance coverage amounts and deductibles (copies of policies are not necessary)

#### Trusts & Estates

- Copies of any existing trusts or estates that may require consent to change the beneficiary to the merged organization