**MERGER AGREEMENT**

THIS AGREEMENT Made and entered into as of this 1st day of , 2019, by and between Rotary International District 5690, Inc., a Kansas non-profit corporation ("5690"); and Rotary International District 5680, Inc., a Kansas non-profit corporation ("5680") (sometimes referred to as the "Constituent Corporations").

**RECITALS**

A. 5690 is a corporation organized and existing pursuant to the laws of the State of Kansas, which is organized as a non-profit corporation, and

B. 5680 is a corporation organized and existing pursuant to the laws of the State of Kansas, as a non-profit corporation.

C. The Boards of Directors of each of the Constituent Corporations deem it advisable for such corporations to merge into a single corporation pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Kansas.

**AGREEMENTS**

1. **Merger.** The Constituent Corporations shall hereby be merged into a single corporation pursuant to the laws of the State of Kansas, which corporation shall be 5680, one of the parties hereto, which is founded as of July 1, 2019, and which shall continue its corporate existence and shall be the corporation surviving the merger ("Surviving Corporation").

2. **Effective Date.** The effective date of the merger shall be July 1, 2019.

3. **Articles Of Incorporation.** The Articles of Incorporation of 5680 shall be the Articles of Incorporation of the Surviving Corporation.

4. **By-Laws.** The By-Laws of 5680 shall be the By-Laws of the Surviving Corporation until the same shall be amended in accordance with the provisions thereof.

5. **Directors and Officers.** The present directors and officers of 5680 shall continue to be the directors and officers of the Surviving Corporation until their respective successors are duly elected and qualified.

7. **Effect of the Merger.** The Surviving Corporation shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers and franchises, and be subject to all of the restrictions, disabilities and duties of the Constituent Corporations, and all property, real, personal and mixed, and all debts due either of said corporations, shall be vested in the Surviving Corporation, and all and every other interest shall thereafter be effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate 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; and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective date of the merger, and all debts, liabilities, and duties of said Constituent Corporations shall hereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties has been incurred or contracted by the Surviving Corporation.

8. **Accounting Matters.** The cumulative total of the assets and liabilities of the Constituent Corporations as of the effective date of the merger shall be carried on the books of the Surviving Corporation. Provided, however, the indebtedness owed by each of the Constituent Corporations to the other shall be eliminated on the books of the Surviving Corporation.

9. **Approval By Voting Members.** This Agreement shall be submitted to members of each of the Constituent Corporations authorized to vote for their approval. After such approval, this Agreement shall be signed by the President and Secretary of each of the Constituent Corporations, and thereafter acknowledged and filed in the office of the Secretary of State of Kansas.

10. **Interpretation.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

11. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, and assigns.

12. **Entire Understanding.** This Agreement contains the entire understanding between the parties hereto and may not be modified or terminated except in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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| Rotary International District 5690, Inc.  By Its Directors:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\* | Rotary International District 5680, Inc.  By Its Directors:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\* |

**CERTIFICATE OF MEMBER APPROVAL**

The foregoing Merger Agreement, after having been approved by the Boards of Directors of the Constituent Corporations, was submitted to members entitled to vote thereon pursuant to the requirements of K.S.A. 17-6705. The undersigned secretaries of the respective corporations do hereby certify that notice of the time, place and object of such stockholders meeting was given and that the meeting of 5690 was held on \_\_\_\_\_\_\_\_\_\_ and the clubs who are to be the Constituent Members of 5680 voted. At said meeting, votes of the members of each corporation were taken, and each corporate secretary certifies that the vote in favor of the Merger was unanimous, with all issued and outstanding shares being represented at such meeting.

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| Rotary International District 5690, Inc.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, Secretary | Rotary International District 5680, Inc.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, Secretary |

STATE OF KANSAS )

) ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_, 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary of Rotary International District 5690, Inc., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF KANSAS )

) ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_, 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary of Rotary International District 5680, Inc., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**CERTIFICATION**

This Agreement of Merger adopted by the directors of the respective Constituent Corporations and approved by member vote, as shown above and certified, is hereby adopted and made effective as of July 1, 2019, pursuant to the actions taken by the respective Constituent Corporations, and in witness whereof, this Agreement of Merger is signed by the President and Secretary of each of the Constituent Corporations.

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| Rotary International District 5690, Inc.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, President  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, Secretary | Rotary International District 5680, Inc.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, President  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\*\*\*, Secretary |
|  |  |

STATE OF KANSAS )

) ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_, 2018, by \_\_\_\_\_\_\_\_\_\_, President, and \_\_\_\_\_\_\_\_\_\_\_\_, Secretary of Rotary International District 5690, Inc., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF KANSAS )

) ss:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_, 2018, by \_\_\_\_\_\_\_\_\_\_, President, and \_\_\_\_\_\_\_\_\_\_\_\_, Secretary of Rotary International District 5680, Inc., a Kansas corporation, for and on behalf of said corporation.

My appointment expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public