

**ASSOCIATION FOR UNIVERSITY AND COLLEGE COUNSELING CENTER
DIRECTORS, INC.**

**WRITTEN CONSENT RESOLUTIONS
OF THE BOARD OF DIRECTORS
APPROVING AGREEMENT AND PLAN OF MERGER**

The undersigned, being all of the members of the Board of Directors of Association for University and College Counseling Center Directors, Inc., an Indiana nonprofit corporation (the “Indiana Corporation”), pursuant to the Indiana Corporation’s Bylaws and authority granted under the provisions of the Indiana Nonprofit Corporations Act of 1991, as amended, hereby waive all notice and consent to the adoption of the following resolutions, in writing, without a meeting:

WHEREAS, the Indiana Corporation is contemplating entering into that certain Agreement and Plan of Merger (the “Agreement”) with Association for University and College Counseling Center Directors, Inc., a California nonprofit mutual benefit corporation (“California Corporation”), pursuant to which the parties contemplate a proposed merger of the California Corporation with and into the Indiana Corporation, where the Indiana Corporation will survive (the “Merger”); and

WHEREAS, the Board of Directors have determined that it is in the best interests of the Indiana Corporation and hereby recommend to the members of the Indiana Corporation that the Indiana Corporation enter into the Agreement and the Merger contemplated thereby, including the Articles of Merger substantially in the form attached hereto as Exhibit A (the “Articles”), and the Agreement substantially in the form attached hereto as Exhibit B (the Agreement and Articles are collectively referred to herein as the “Transaction Documents”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, having found the Merger advisable, hereby authorize, approve, adopt, and ratify the terms and conditions of the Transaction Documents whereby the California Corporation will merge with and into the Indiana Corporation, and recommend that the members of the Indiana Corporation approve same.

RESOLVED, FURTHER, that the Transaction Documents and any and all other agreements, instruments, certificates, documents, and other writings (collectively, the “Other Documents”) contemplated by or related to the Transaction Documents and the Merger, including further negotiation and execution of the same, are hereby authorized and approved, with the execution by the Authorized Representative (as defined below) of the Transaction Documents and any Other Document being conclusive evidence of such approval.

RESOLVED, FURTHER, that Marcus Hotaling, as the President and Chairman of the Indiana Corporation or his designee (the “Authorized Representative”), is hereby authorized and empowered to negotiate, execute and deliver, for and on behalf of the Indiana Corporation, the Transaction Documents and the Other Documents, with such changes to such Transaction Documents and Other Documents as determined reasonable or necessary by the Authorized Representative.

RESOLVED, FURTHER, that the Authorized Representative is hereby authorized and empowered, for and on behalf of the Indiana Corporation, to do or cause to be done, any and all other acts and things and to negotiate, finalize, execute, deliver, and file any and all agreements, documents, instruments, certificates, and writings which the Authorized Representative deems necessary or advisable in order to consummate the Merger or to carry out the purpose or intent of the foregoing resolutions, including, without limitation, making any filing with any government agency or authority; and all such acts, things, agreements, documents, instruments, certificates, and writings shall be those of the Indiana Corporation and they are hereby authorized, approved, ratified, and confirmed in all respects.

RESOLVED, FURTHER, that the Authorized Representative is authorized and approved to pay, on behalf of the Indiana Corporation, all required fees, expenses, and other transaction costs incurred by the Indiana Corporation in connection with the Merger.


RESOLVED, FURTHER, that these Resolutions may be executed in two or more counterparts, by Electronic Means (as defined below), each of which when so executed and delivered shall constitute an original, and all of which together shall constitute one and the same instrument, notwithstanding that all the parties have not signed the original or the same counterpart. Moreover, the parties hereto further acknowledge and agree that these Resolutions may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) ("Electronic Means"), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs these Resolutions using electronic signature technology, by clicking "SIGN", such party is signing these Resolutions electronically; and (b) the electronic signatures appearing on these Resolutions shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

RESOLVED, that the effective date of adoption of these resolutions is September 17, 2024 ("Effective Date").

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, each being a director of Association for University and College Counseling Center Directors, Inc., has executed the foregoing resolutions as of the date set forth next to his or her signature, but effective as of the Effective Date.

Dated: 9/18/2024


Signed by:

AE17BFACCFB1491...
Marcus Hotaling, Ph.D.

Dated: 9/18/2024


Signed by:

D84D9F19F6C04BU...
Lynn Braun, M.A., P.C.C.-S.


Dated: 9/20/2024

Signed by:

E739CC7FB8C451...
Sonya Ford, EdD, LPC, NCC, NCSC BC-TMH


Dated: 9/19/2024

Signed by:

0DD66E0D166146A...
Andrea Lawson, LCSW


Dated: 9/18/2024

DocuSigned by:

64CAD5DD5E4E4DE...
David Walden, Ph.D.


Dated: 9/18/2024

Signed by:

6C43F90A68ED449...
Calvin Chin, Ph.D.

Dated: 9/19/2024

Signed by:

19526199980443A...
Serena Butler-Johnson, Psy.D.

Dated: 9/20/2024

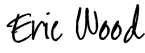
Signed by:

C1259CC5A66440D...
Chetan Joshi, Ph.D.

Dated: 9/18/2024


DocuSigned by:

66AB44907B95426...
Scott Strader, Ph.D.


Dated: 9/30/2024

Signed by:

10439939277D423...
Eric Wood, Ph.D., LPC

Dated: 9/18/2024

Signed by:

Erica Pearson, Ph.D., LPC, NCC

Dated: 9/19/2024

Signed by:

Richard Shadick, Ph.D.

Exhibits

- A – Articles of Merger
- B – Agreement and Plan of Merger

EXHIBIT A

Articles of Merger

[Attached]

ARTICLES OF MERGER

In accordance with the requirements of the Indiana Nonprofit Corporation Act of 1991, as amended (the “Indiana Act”), the undersigned President of the Association for University and College Counseling Center Directors, Inc., a nonprofit corporation organized and existing under the laws of the State of Indiana (the “Surviving Corporation”), desiring to give notice of and effect a merger with the Association for University and College Counseling Center Directors, Inc., a nonprofit mutual benefit corporation organized and existing under the laws of the State of California (the “Nonsurviving Corporation”), set forth the following facts:

ARTICLE I SURVIVING CORPORATION

The name of the Surviving Corporation is “Association for University and College Counseling Center Directors, Inc.” The name of the Surviving Corporation will not change as a result of the merger. The Surviving Corporation is an Indiana nonprofit corporation duly organized and validly existing under the Indiana Act, having been incorporated on September 13, 2024, and will maintain its principal office at 938 E. Georgia Street, Suite 100 Indianapolis, Indiana 46202.

ARTICLE II NONSURVIVING CORPORATION

The name of the Nonsurviving Corporation is “Association for University and College Counseling Center Directors, Inc.” The Nonsurviving Corporation is a California nonprofit mutual benefit corporation duly organized and validly existing under the California Nonprofit Mutual Benefit Corporation Law of 1978, as amended (the “California Act”) having been incorporated on October 8, 1993. The Nonsurviving Corporation’s separate corporate existence shall cease upon the effectiveness of the merger.

ARTICLE III PLAN OF MERGER

The Agreement and Plan of Merger between the Nonsurviving Corporation and the Surviving Corporation, which sets forth the information required by Indiana Code § 23-17-19-1(b) and California Corporation Code § 8011, is attached hereto as Exhibit A and incorporated herein by reference (the “Plan of Merger”).

ARTICLE IV EFFECTIVE DATE AND TIME

The merger of the Nonsurviving Corporation with and into the Surviving Corporation shall be effective as of 12:00 a.m. (Eastern Daylight Time) on September 17, 2024 (“Effective Date”).

ARTICLE V MANNER OF ADOPTION AND VOTE OF THE SURVIVING CORPORATION

The Plan of Merger was approved by the board of directors of the Surviving Corporation and by the members of the Surviving Corporation entitled to vote on the Plan of Merger (as

required by the Bylaws of the Surviving Corporation as in effect at the relevant time) on _____, 2024. There is only one class of members entitled to vote on the Plan of Merger and the total number of members of the Surviving Corporation that voted to approve the Plan of Merger is _____, which was sufficient for approval thereof.

ARTICLE VI
MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION

The Plan of Merger was approved by the board of directors of the Nonsurviving Corporation and by the members of the Nonsurviving Corporation entitled to vote on the Plan of Merger (as required by the Bylaws of the Nonsurviving Corporation as in effect at the relevant time) on _____, 2024. There is only one class of members entitled to vote on the Plan of Merger and the total number of members of the Nonsurviving Corporation that voted to approve the Plan of Merger is _____, which was sufficient for approval thereof.

ARTICLE VII
COMPLIANCE WITH LEGAL REQUIREMENTS

The manner of the adoption of these Articles of Merger and the votes by which they were adopted constitute full legal compliance with the provisions of the Indiana Act and California Act.

ARTICLE VIII
REGISTERED AGENT

The Registered Agent and the address of the Registered Agent for the Surviving Corporation, as of the effective day and time set forth herein, is [Thomas J. Coté] at 938 E. Georgia Street, Suite 100 Indianapolis, Indiana 46202, who has consented to the appointment as Registered Agent.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned, by their respective officers, acting for and on behalf of such corporations, hereby execute these Articles of Merger and verify, subject to penalties of perjury, that the statements contained herein are true as of the date set forth below their signature, but effective as of the Effective Date.

SURVIVING CORPORATION:

Association for University and College Counseling
Center Directors, Inc.,
an Indiana nonprofit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

Date: _____

NONSURVIVING CORPORATION:

Association for University and College Counseling
Center Directors, Inc.,
a California nonprofit mutual benefit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

Date: _____

EXHIBIT A
PLAN OF MERGER

(Attached)

EXHIBIT B

Agreement and Plan of Merger

[Attached]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the “Agreement”) is made and executed as of September 17, 2024, by and between the Association for University and College Counseling Center Directors, Inc., a California nonprofit mutual benefit corporation (“Merging Corporation”), and the Association for University and College Counseling Center Directors, Inc., an Indiana nonprofit corporation (“Surviving Corporation”). Surviving Corporation and Merging Corporation are sometimes hereinafter collectively referred to as the “Constituent Corporations.”

WITNESSETH:

WHEREAS, Merging Corporation is a California nonprofit mutual benefit corporation duly organized and validly existing under the California Nonprofit Mutual Benefit Corporation Law of 1978, as amended (the “California Act”), having been incorporated on October 8, 1993;

WHEREAS, Surviving Corporation is an Indiana nonprofit corporation duly organized and validly existing under the Indiana Nonprofit Corporations Act of 1991, as amended, (the “Indiana Act”), having been incorporated on September 13, 2024;

WHEREAS, the respective Boards of Directors of the Constituent Corporations, by appropriate resolutions, have adopted this Agreement, and each Board of Directors, as the case may be, has determined that it is in the best interests of the Constituent Corporations that Merging Corporation be merged with and into Surviving Corporation (the “Merger”) on the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the California Act and the Indiana Act;

WHEREAS, the respective Boards of Directors of the Constituent Corporations, by appropriate resolutions, have recommended the adoption and approval of this Agreement and the Merger by the respective voting members of the Constituent Corporations; and

WHEREAS, the respective voting members of the Constituent Corporations will have approved this Agreement and the Merger prior to the Effective Date.

NOW, THEREFORE, in consideration of the premises and the agreements and conditions contained in this Agreement, the Constituent Corporations hereby agree as follows:

ARTICLE I **THE MERGER**

Section 1.1. Incorporation of Recitals. The recitals contained above are incorporated into the operative provisions of this Agreement as if separately restated, and are true and correct.

Section 1.2. The Merger. In accordance with the provisions of this Agreement and the California Act and the Indiana Act, on the Effective Date, the Constituent Corporations shall be merged into a single corporation. Surviving Corporation shall be the surviving corporation and shall continue its corporate existence as an Indiana nonprofit corporation under the Indiana Act. The separate existence of Merging Corporation shall cease.

Section 1.3. Effective Date. The effective date of the Merger (the “Effective Date”) shall be September 17, 2024.

Section 1.4. Effects of the Merger. At and as of the Effective Date of the Merger:

(a) The separate existence of Merging Corporation shall cease except to the extent provided by the California Act.

(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 the Merging Corporation. All property (whether real, personal, tangible or intangible) of the Merging Corporation and all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to the Merging Corporation 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 Merging Corporation, 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 Merging Corporation shall be preserved unimpaired by the Merger and all debts, liabilities, obligations and duties (collectively, “Obligations”) of Merging Corporation 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 Surviving Corporation.

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, “Corporate Acts”) of Merging Corporation, its Board of Directors, officers 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 Surviving Corporation on the Effective Date as they were upon Merging Corporation before the Effective Date.

Section 1.5. Accounting Matters. On the Effective Date:

(a) The respective assets of Merging Corporation shall be continued on the books of Surviving Corporation in the amounts at which such assets were carried on the respective books of Merging Corporation immediately before the Effective Date.

(b) The respective liabilities and reserves of Merging Corporation shall be continued on the books of Surviving Corporation in the amounts at which such liabilities and reserves were carried on the respective books of Merging Corporation immediately before the Effective Date.

Section 1.6. Further Assurances. If, at any time after the Effective Date, Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Merging Corporation acquired or to be acquired by Surviving Corporation as a result of, or in connection with, Merger or otherwise to carry out this Agreement, the officers of Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of

Merging Corporation or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Merging Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in Surviving Corporation or otherwise to carry out this Agreement in accordance with its terms.

ARTICLE II
GOVERNANCE OF SURVIVING CORPORATION

Section 2.1. Name, Principal Office, Directors, Officers, and Management. The name of Surviving Corporation shall continue to be “Association for University and College Counseling Center Directors, Inc.” The principal office of Surviving Corporation shall continue to be located at 938 E. Georgia Street, Suite 100 Indianapolis, Indiana 46202. The directors of Surviving Corporation on the Effective Date shall remain the directors of Surviving Corporation, until such time as their successors have been duly qualified and elected, or until their earlier resignation, death or removal from office. The officers of Surviving Corporation on the Effective Date shall continue to serve as the officers of Surviving Corporation, until such time as their successors shall have been duly qualified and elected or until their earlier resignation, death or removal from office.

Section 2.2. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Surviving Corporation in existence on the Effective Date shall remain the Articles of Incorporation and Bylaws of Surviving Corporation following the Effective Date, until such Articles of Incorporation and Bylaws shall be duly altered, amended or repealed, as provided therein by the Indiana Act.

Section 2.3. Consummation of the Merger. As soon as practicable after the satisfaction of the conditions set forth in Article IV below, the Constituent Corporations shall execute the Articles of Merger and file them with the Indiana Secretary of State and the California Secretary of State, and the Constituent Corporations shall take such other and further actions as may be required by law to make the Merger effective as promptly as is practicable.

ARTICLE III
CONVERSION OF AND EFFECT OF MEMBERSHIP

Merging Corporation and Surviving Corporation have the same members. By virtue of the Merger, membership in the Merging Corporation shall cease on the Effective Date. The members of Surviving Corporation immediately prior to the Effective Date shall continue to be members of Surviving Corporation until the membership of the members is terminated as provided by the Articles of Incorporation and Bylaws of Surviving Corporation, or the Indiana Act.

ARTICLE IV
CONDITIONS TO THE OBLIGATIONS OF MERGING CORPORATION AND SURVIVING CORPORATION

The respective obligations of each of the Constituent Corporations to effect the Merger shall be subject to the satisfaction or, if permissible, waiver at or prior to the Effective Date of each of the following conditions:

Section 4.1. Member Approval. The votes of the voting members of the Constituent Corporations necessary to approve and adopt the Merger and otherwise to approve and consummate the transactions contemplated by this Agreement shall have been obtained.

Section 4.2. Officer's Certificate. Pursuant to California Corporation Code § 8014, the Merging Corporation and the Surviving Corporation have duly executed an Officer's Certificate (as defined in the California Act), attached hereto as Exhibit A and Exhibit B, respectively.

Section 4.3. No Legal Impediments. No statute, rule or regulation shall have been promulgated, enacted, entered or enforced, and no other legally binding, final and non-appealable action shall have been taken by any governmental, administrative or regulatory authority or agency of competent jurisdiction or by any court or tribunal of competent jurisdiction, that has the effect of making illegal or directly or indirectly restraining, prohibiting or restricting the consummation of the Merger.

Section 4.4. No Abandonment of Merger. Neither the Board of Directors of Merging Corporation nor the Board of Directors of Surviving Corporation shall have abandoned the Merger prior to the Effective Date.

ARTICLE V **MISCELLANEOUS**

Section 5.1. Amendment and Modification. At any time prior to the Effective Date, subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the Constituent Corporations.

Section 5.2. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Constituent Corporations with respect to the subject matter contained herein and supersedes all prior agreements entered and an understanding between the Constituent Corporations with respect to such subject matter. There are no representations, promises, warranties, covenants or undertakings in respect of such subject matter, other than those expressly set forth or referred to in this Agreement.

Section 5.3. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original.

Section 5.4. 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.

(Signature page follows)

IN WITNESS WHEREOF, Merging Corporation and Surviving Corporation have caused this Agreement to be executed by a duly authorized officer in its name and on its behalf as of the day and year first above written but effective as of the Effective Date.

MERGING CORPORATION

ASSOCIATION FOR UNIVERSITY AND
COLLEGE COUNSELING CENTER
DIRECTORS, INC.,
a California nonprofit mutual benefit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

SURVIVING CORPORATION

ASSOCIATION FOR UNIVERSITY AND
COLLEGE COUNSELING CENTER
DIRECTORS, INC.,
an Indiana nonprofit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

EXHIBIT A

**Officer's Certificate - Association for University and College Counseling Center Directors,
Inc. (California)**

[Attached]

OFFICER'S CERTIFICATE

This Officer's Certificate is delivered pursuant to California Corporation Code § 8014.

The undersigned President and Secretary of Association for University and College Counseling Center Directors, Inc., a California nonprofit mutual benefit corporation with California Entity Number 1868390 (the "Corporation"), hereby certifies as of the date set forth below as follows:

1. That the undersigned are the President and Secretary of the Corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached hereto as Exhibit A were duly approved by the Corporation's Board of Directors and by the required vote of the members of the Corporation.
3. There is only one class of members entitled to vote and the total number of members of the Corporation entitled to vote on the merger is 816.
4. No other approvals are required to approve the merger.
5. The Attorney General of the State of California is not required to be given notice of the merger.

IN WITNESS WHEREOF, the undersigned has duly executed this Officer's Certificate as of _____, 2024.

ASSOCIATION FOR UNIVERSITY AND
COLLEGE COUNSELING CENTER
DIRECTORS, INC.,
a California nonprofit mutual benefit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

By: _____
Kristen Gray, Psy.D. Secretary

EXHIBIT A

Agreement and Plan of Merger

[See attached]

EXHIBIT B

**Officer's Certificate - Association for University and College Counseling Center Directors,
Inc. (Indiana)**

[Attached]

OFFICER'S CERTIFICATE

This Officer's Certificate is delivered pursuant to California Corporation Code § 8014.

The undersigned President and Secretary of Association for University and College Counseling Center Directors, Inc., an Indiana nonprofit corporation with Indiana Entity Number 202409131823796 (the "Corporation"), hereby certifies as of the date set forth below as follows:

1. That the undersigned are the President and Secretary of the Corporation.
2. The principal terms of the Agreement and Plan of Merger in the form attached hereto as Exhibit A were duly approved by the Corporation's Board of Directors and by the required vote of the members of the Corporation.
3. There is only one class of members entitled to vote and the total number of members of the Corporation entitled to vote on the merger is 816 members.
4. No other approvals are required to approve the merger.
5. The Attorney General of the State of California is not required to be given notice of the merger.

IN WITNESS WHEREOF, the undersigned has duly executed this Officer's Certificate as of _____, 2024.

ASSOCIATION FOR UNIVERSITY AND
COLLEGE COUNSELING CENTER
DIRECTORS, INC.,
an Indiana nonprofit corporation

By: _____
Marcus Hotaling, Ph.D.,
President and Chairman

By: _____
Kristen Gray, Psy.D. Secretary

EXHIBIT A

Agreement and Plan of Merger

[See attached]