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Form **990-EZ**

Short Form Return of Organization Exempt From Income Tax

OMB No 1545-1150

2012

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions).
All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2012 calendar year, or tax year beginning 07/01/12, and ending 06/30/13

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input checked="" type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization DELTA FACILITIES, INC		D Employer identification number 37-1386812
	Number and street (or P O box, if mail is not delivered to street address) Room/suite 1400 COMMERCIAL AVENUE		E Telephone number 618-734-2665
	City or town, state or country, and ZIP + 4 CAIRO IL 62914		F Group Exemption Number ▶
	G Accounting Method <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual Other (specify) ▶		

I Website: N/A

J Tax-exempt status (check only one) — 501(c)(3) 501(c) (2) ◀ (insert no.) 4947(a)(1) or 527 (Form 990, 990-EZ, or 990-PF)

H Check if the organization is not required to attach Schedule B

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

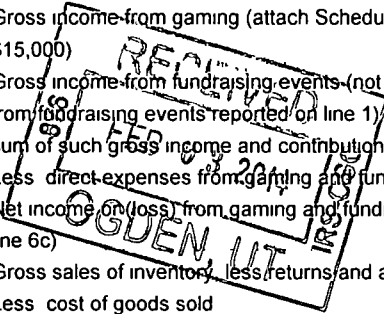
L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ **5,194**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I

Revenue	1 Contributions, gifts, grants, and similar amounts received	1	
	2 Program service revenue including government fees and contracts	2	5,194
	3 Membership dues and assessments	3	
	4 Investment income	4	
	5a Gross amount from sale of assets other than inventory	5a	
	b Less cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b		
c Less direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	5,194	
Expenses	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O)	16	5,194
17 Total expenses. Add lines 10 through 16	17	5,194	
Net Assets	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20	21	0

SCANNED FEB 21 2014



For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2012)

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Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
35b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
35c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	X	
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions		
37b	Did the organization file Form 1120-POL for this year?		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
38b	If "Yes," complete Schedule L, Part II and enter the total amount involved		
39	Section 501(c)(7) organizations. Enter		
39a	Initiation fees and capital contributions included on line 9		
39b	Gross receipts, included on line 9, for public use of club facilities		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under section 4911, section 4912, section 4955		
40b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		
40c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
40d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
40e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		X
41	List the states with which a copy of this return is filed		
42a	The organization's books are in care of KATE MAYS 1400 COMMERCIAL AVE Located at CAIRO Telephone no 618-734-2665 IL ZIP + 4 62914		
42b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country		X
42c	At any time during the calendar year, did the organization maintain an office outside the U S? If "Yes," enter the name of the foreign country		X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here and enter the amount of tax-exempt interest received or accrued during the tax year		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44c	Did the organization receive any payments for indoor tanning services during the year?		X
44d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)		X

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51

Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		
49a Did the organization make any transfers to an exempt non-charitable related organization?		
b If "Yes," was the related organization a section 527 organization?		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None"

(a) Name and title of each employee paid more than \$100,000	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None"

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here	<i>Jeannine Woods</i> Signature of officer	1-27-14 Date
	Jeannine Woods, President Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name JEFFREY STRODER	Preparer's signature JEFFREY STRODER	Date 01/13/14	Check <input type="checkbox"/> if self-employed	PTIN P00573001
	Firm's name BEUSSINK, HEY & ROE, P.C.			Firm's EIN 43-1533894	
	Firm's address 16 SOUTH SILVER SPRINGS ROAD CAPE GIRARDEAU, MO 63703			Phone no 573-334-4988	

May the IRS discuss this return with the preparer shown above? See instructions

SCHEDULE N
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Liquidation, Termination, Dissolution, or Significant Disposition of Assets

- ▶ Complete if the organization answered "Yes" to Form 990, Part IV, lines 31 or 32; or Form 990-EZ, line 36.
- ▶ Attach certified copies of any articles of dissolution, resolutions, or plans.
- ▶ Attach to Form 990 or 990-EZ.

OMB No 1545-0047

2012

Open to Public Inspection.

Name of the organization

DELTA FACILITIES, INC

Employer identification number

37-1386812

Part I Liquidation, Termination, or Dissolution. Complete this part if the organization answered "Yes" to Form 990, Part IV, line 31, or Form 990-EZ, line 36. Part I can be duplicated if additional space is needed

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity
	BUILDING	05/28/13	27,152	BOOK VALUE	37-1295687	DELTA CENTER, INC 1400 COMMERCIAL AVENUE CAIRO IL 62914	501(C)(3)
	BUILDING IMPROVEMENTS	05/28/13	28,764	BOOK VALUE	37-1295687	DELTA CENTER, INC 1400 COMMERCIAL AVENUE CAIRO IL 62914	501(C)(3)

2	Did or will any officer, director, trustee, or key employee of the organization	Yes	No
a	Become a director or trustee of a successor or transferee organization?		X
b	Become an employee of, or independent contractor for, a successor or transferee organization?		X
c	Become a direct or indirect owner of a successor or transferee organization?		X
d	Receive, or become entitled to, compensation or other similar payments as a result of the organization's liquidation, termination, or dissolution?		X
e	If the organization answered "Yes" to any of the questions in this line, provide the name of the person involved and explain in Part III ▶		X

Part III Supplemental Information. Complete to provide the information required by Part I, lines 2e and 6c, and Part II, line 2e. Also complete this part to provide any additional information

SCHEDULE O
 (Form 990 or 990-EZ)

 Department of the Treasury
 Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

 Complete to provide information for responses to specific questions on
 Form 990 or 990-EZ or to provide any additional information.
 ▶ Attach to Form 990 or 990-EZ.

OMB No 1545-0047

2012

 Open to Public
 Inspection

Name of the organization

DELTA FACILITIES, INC

Employer identification number

37-1386812

FORM 990-EZ, PART I, LINE 16 - OTHER EXPENSES

DESCRIPTION	AMOUNT
EXPENSES	
INTEREST	\$ 19
MISCELLANEOUS	\$ 2,897
NON-INVESTMENT DEPRECIATION	\$ 2,278
TOTAL	\$ 5,194

FORM 990-EZ, PART II, LINE 24 - OTHER ASSETS

DESCRIPTION	BEG. OF YEAR	END OF YEAR
PROPERTY AND EQUIPMENT	\$ 264,826	\$ 0
LESS ACCUMULATED DEPRECIATION	\$ 206,525	\$ 0
TOTAL	\$ 58,301	\$ 0

FORM 990-EZ, PART II, LINE 26 - OTHER LIABILITIES

DESCRIPTION	BEG. OF YEAR	END OF YEAR
ACCOUNTS PAYABLE AND ACCRUED EXPENSES	\$ 1,592	\$ 0
DEFERRED REVENUE	\$ 41,699	\$ 0
MORTGAGE AND OTHER NOTES PAYABLE	\$ 15,074	\$ 0



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JULY 25, 2013

5687-275-2

RHETT T BARKE
GILBERT, HUFFMAN, PROSSER, HEWSON & BARKE, LTD.
102 S ORCHARD DR POB 1060
CARBONDALE IL 62903-1060

RE DELTA CENTER. INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

RECEIVED

JUL 29 2013

GILBERT, HUFFMAN, PROSSER,
HEWSON & BARKE, LTD.

FORM NFP 111.25 (rev Dec 2003)
ARTICLES OF MERGER
OR CONSOLIDATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S Second St, Rm 350
Springfield, IL 62756
Telephone (217) 782-6961
www.cyberdriveillinois.com

FILED
JUL 25 2013
JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to the Secretary of State

File # 5087-275-2 Filing Fee \$25 00 Approved lt
-----Submit in duplicate-----Type or Print clearly in black ink-----Do not write above this line-----

NOTE Strike inapplicable word in items 1, 3 and 4

1 Names of the corporations proposing to ^{merge} ~~consolidate~~, and the state or country of their incorporation are

Name of Corporation	State or Country of Incorporation	File Number
<u>DELTA CENTER, INC</u>	<u>ILLINOIS</u>	<u>56872752</u>
<u>DELTA FACILITIES, INC</u>	<u>ILLINOIS</u>	<u>60555133</u>
_____	_____	_____
_____	_____	_____

2 The laws of the state or country under which each corporation is incorporated permit such merger or consolidation

3 The name of the ^{surviving} ~~consolidating~~ corporation. DELTA CENTER, INC

and it shall be governed by the laws of. ILLINOIS

4. The plan of ^{merger} ~~consolidation~~ is as follows:

(If space is insufficient, attach additional pages size 8 1/2 x 11)

SEE ATTACHED AGREEMENT AND PLAN OF MERGER (EXHIBIT "A")

merger

5. The plan of ~~consolidation~~ was approved, (a) as to each corporation not incorporated in Illinois, in compliance with the laws of the state under which it is incorporated, and (b) as to each Illinois corporation, as follows:

(Please indicate the manner by which the plan was approved by inserting the comparable letter in the box following each corporate name.)

- A. By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors. (§ 111.15)
- B. By written consent, signed by all the directors in office, in compliance with Section 108.45 of this Act. (§ 108.45 & § 111.15)
- C. At a meeting of members by the affirmative vote of members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws (§ 111.20)
- D. By written consent, signed by members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws, in compliance with Section 107.10 of this Act. (§ 107.10 & § 111.20)

NAME OF CORPORATION

MANNER

DELTA CENTER, INC.

C

DELTA FACILITIES, INC.

C

6. (Not applicable if surviving or new corporation is an Illinois corporation)

It is agreed that, upon and after the issuance of a certificate of merger or consolidation by the Secretary of State of the State of Illinois:

- a. The surviving or new corporation may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is party to such merger or consolidation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving or new corporation to accept service of process in any such proceeding.

7. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated JUNE 10 _____, 2013
(Month & Day) (Year)

DELTA CENTER, INC
(Exact Name of Corporation)


(Any Authorized Officer's Signature)

LORRIE HASSELRODE, PRESIDENT
(Type or Print Name and Title)

Dated JUNE 10 _____, 2013
(Month & Day) (Year)

DELTA FACILITIES, INC
(Exact Name of Corporation)


(Any Authorized Officer's Signature)

JEANNINE WOODS, PRESIDENT
(Type or Print Name and Title)

Dated _____, _____
(Month & Day) (Year)

(Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of 5-28, 2013 (the Agreement), by and between DELTA CENTER, INC., an Illinois not-for-profit corporation (DCI), and DELTA FACILITIES, INC., an Illinois not-for-profit corporation (DFI).

RECITALS

A. DCI, is an Illinois nonprofit corporation, qualifying as a 501(c)(3) organization under Federal tax law, originally formed to promote, encourage, foster and engage exclusively in charitable activities and to provide community-based mental health services to all citizens of Pulaski and Alexander Counties, Illinois, and any other designated Illinois service area, and further engage in scientific, literary, educational and charitable activities relating to the promotion and conservation of the health of the people of the greater Pulaski-Alexander counties, Illinois, area, and specifically reduce or eradicate the adverse effects of mental illness, alcohol and abuse of drugs and other substances regardless of race, creed, color, sex, or national origin, in said area.

B. DFI, is an Illinois not-for-profit corporation, qualifying as a 501(c)(3) organization under Federal tax law, formed for the purpose of promoting and advancing improved mental health services and to eradicate or reduce the adverse effects of mental illness and alcohol and drug use.

C. The respective Boards of Directors of DCI and DFI have each determined that it is in the best interest of their respective corporations and members to combine their respective corporations and membership.

D. In furtherance of such combination, the Boards of Directors of DCI and DFI have each adopted this Agreement and approved the merger (the Merger) of DFI into DCI in accordance under the terms and conditions set forth herein and in accordance with the Illinois law, specifically the General Not For Profit Corporation Act of 1986 (805 ILCS 105/).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Merger.

a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), DFI shall be merged with and into DCI whereupon the separate existence of DFI will cease and DCI shall be the surviving corporation in the merger (the Surviving Corporation).

b. As soon as practicable after satisfaction or waiver of the conditions to obligations of the parties to consummate the Merger, DFI and DCI will file articles of merger (the Articles of Merger) with the Illinois Secretary of State's Office and make all other filings or recordings required by applicable law in connection with the Merger.

c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Division. The merger shall be effective for Accounting Purposes only on June 1, 2013.

d. From and after the Effective Date, title to all real estate and other property owned by DFI and DCI shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of DFI and DCI.

2. Surviving Corporation.

a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

b. The bylaws of Surviving Corporation shall be substantially in the form set forth in Exhibit A attached hereto (the Bylaws).

c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities. On or prior to June 1, 2013, the members of DCI and DFI shall elect the officers and directors of the Surviving Corporation to begin service as of the Effective Date.

d. As of the Effective Date, all the active members of DFI and all the active members of DCI shall become members of the Surviving Corporation by virtue of the merger and without any action on the part of the member thereof.

3. Representations and Warranties.

a. DCI represents and warrants to DFI that:

i. DCI is duly organized, validly existing and in good standing under the laws of the State of Illinois.

ii. DCI has made available to DFI complete and correct copies of its Articles of Incorporation and Bylaws.

iii. DCI has made available to DFI copies of its financial statements for the previous years of operation to date.

iv. Since the date of the last financial statement provided to DFI, DCI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of DCI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the DCI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of DCI's officers (the DCI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the DCI officers that would reasonably be expected to result in any adverse claims against DCI.

b. DFI represents and warrants to DCI that:

i. DFI is duly organized, validly existing and in good standing under the laws of the State of Illinois.

ii. DFI has made available to DCI complete and correct copies of its Articles of Incorporation and Bylaws.

iii. DFI has made available to DCI copies of its financial statements for the previous years of operation to date.

iv. Since the date of the last financial statement provided to DCI, DFI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of DFI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

v. Except as disclosed in the DFI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of DFI's officers (the DFI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other acts or circumstances known to the DFI officers that would reasonably be expected to result in any adverse claims against DFI.

4. Covenants.

a. DCI covenants and agrees after the date hereof and until the Effective Date:

i. The business of DCI shall be conducted in the ordinary and usual course and, to the extent consistent therewith, DCI shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.

ii. DCI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of DFI.

iii. DCI and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.

iv. DCI will coordinate with DFI all press releases and public announcements regarding the merger.

v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.

b. DFI covenants and agrees after the date hereof and until the Effective Date:

i. The business of DFI shall be conducted in the ordinary and usual course and, to the extent consistent therewith. DFI shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees.

ii. DFI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of DCI.

iii. DFI and its directors and officers shall use their best efforts to obtain the consent of its members and to take all other action necessary to consummate the merger contemplated herein.

iv. DFI will coordinate with DCI all press releases and public announcements regarding the merger.

v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.

5. Membership Approvals. Both parties agree to submit this Agreement for approval of their respective Members on or before June 1, 2013 with approval to occur by June 1, 2013. If this Agreement is approved by the membership of DCI and DFI by the votes required in the Articles of Incorporation or Bylaws of the respective party and by the applicable laws of the state of Illinois, then Articles of Merger shall be executed and filed with the appropriate officials of the State of Illinois.

6. Termination. This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors and members of both DCI and DFI.

7. Amendments. This Agreement may be amended with the approval of the Boards of Directors of the parties at any time before or after the approval hereof by the respective membership, but after such approval by the membership, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the members of such party.

8. Extension Waiver. At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein.

Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

DELTA FACILITIES, INC.

By Jeannine Woods

Its President

DELTA CENTER, INC.

By Lynne Hasselrod

Its President