

1676534



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

 RECEIVED
 R.I. DEPARTMENT OF STATE
 BUSINESS SERVICES DIV.
 2019 JUL -5 AM 11:21
Application for Articles of Merger
 DOMESTIC or FOREIGN Business Corporation, Limited Partnership,
 Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

 Pursuant to the provisions of RIGL 7, the undersigned entities submit the following Articles of
 Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE under which entity is organized
001676534	United States Public Interest Research Group Education Fund, Inc.	non-profit corporation	DC
000119204	Rhode Island Public Interest Research Group Education Fund, Inc.	non-profit corporation	RI
	See attachment for additional entities		
b. The laws of the state under which each entity is organized permit such merger or consolidation.			
c. The full name of the surviving entity is:			
United States Public Interest Research Group Education Fund, Inc.			
which is to be governed by the laws of the state of:			
District of Columbia			
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation MUST be attached.			
e. If the surviving entity's name has been amended via the merger, please state the new name:			
f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:			
1543 Wazee Street, Suite 460, Denver, CO 80202			

 RECEIVED
 SECRETARY OF STATE
 CORPORATION DIV.
 2019 JUL -8 PM 1:27
MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.ri.gov

FILED

JUL 08 2019

1:27

B: AC CSDAP

g. Date when these Articles of Merger or Consolidation will be effective: CHECK ONE BOX ONLY
<input checked="checked" type="checkbox"/> Date received (Upon filing) <input type="checkbox"/> Later effective date (see instructions) _____
SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL 7-1.2.
a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL 7-1.2, with respect to dissenting shareholders.
b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.
i) The name of the subsidiary corporation is: _____
ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing): _____
c. As required by RIGL 7-1.2-1003, the corporation has paid all fees and taxes.
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL 7-6.
a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such nonprofit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.
SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL 7-13.
a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is: _____
b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

United States Public Interest Research Group Education Fund, Inc.

Type or Print Name of Person Signing

Faye Park

Title of Person Signing

President

Signature

 SIGN DOCUMENT HERE

Date

6/27/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

New Hampshire Public Interest Research Group Education Fund, Inc.

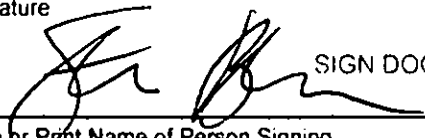
Type or Print Name of Person Signing

Steve Blackledge

Title of Person Signing

Clerk

Signature



SIGN DOCUMENT HERE

Date

6/27/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

United States Public Interest Research Group Education Fund, Inc.

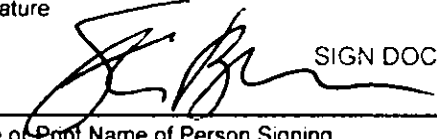
Type or Print Name of Person Signing

Steve Blackledge

Title of Person Signing

Vice Chair / Treasurer

Signature



SIGN DOCUMENT HERE

Date

6/27/19

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

New Hampshire Public Interest Research Group Education Fund, Inc.

Type or Print Name of Person Signing

Erika Strassburger

Title of Person Signing

President

Signature

SIGN DOCUMENT HERE

Date

6/28/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

United States Public Interest Research Group Education Fund, Inc.

Type or Print Name of Person Signing

Steve Blackledge

Title of Person Signing

Vice Chair / Treasurer

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Rhode Island Public Interest Research Group Education Fund, Inc.

Type or Print Name of Person Signing

Ken Sebesta

Title of Person Signing

Clerk

Signature



SIGN DOCUMENT HERE

Date

6/27/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

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Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Rhode Island Public Interest Research Group Education Fund, Inc.

Type or Print Name of Person Signing

Kate Canada

Title of Person Signing

President

Signature

 SIGN DOCUMENT HERE

Date

6.25.2019

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

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Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

New Mexico PIRG Education Fund, Inc.

Type or Print Name of Person Signing

Michael Landis

Title of Person Signing

Treasurer

Signature


SIGN DOCUMENT HERE

Date

6/26/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

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Date

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

New Mexico PIRG Education Fund, Inc.

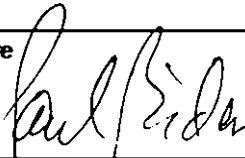
Type or Print Name of Person Signing

Paul Biderman

Title of Person Signing

Vice President

Signature



SIGN DOCUMENT HERE

Date

6/26/19

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

Application for Articles of Merger

Attachment

SECTION I, continued

- a. The name and type of each of the merging entities

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE OF ORGANIZATION
No State ID	New Mexico PIRG Education Fund, Inc.	non-profit corporation	NM
No State ID	New Hampshire Public Interest Research Group Education Fund, Inc.	non-profit corporation	NH

- b. The laws of the state under which each entity is organized permit such merger or consolidation.
- D.C. Law § 29-409.01 et seq.
 - R.I. Gen. Laws § 7-6-43 et seq.
 - N.M. Stat. § 53-8-40 et seq.
 - N.H. RSA 292:7

SECTION III

- b. No merging organization has members entitled to vote on the merger. Plan of Merger adopted as follows:
- The board of directors for United States Public Interest Research Group Education Fund, Inc. adopted the plan of merger by a majority vote of the directors in office on May 17, 2019.
 - The board of directors for Rhode Island Public Interest Research Group Education Fund, Inc. adopted the plan of merger by a majority vote of the directors in office on May 16, 2019.
 - The board of directors for New Mexico PIRG Education Fund, Inc. adopted the plan of merger by a majority vote of the directors in office on May 9, 2019.
 - The board of directors for New Hampshire Public Interest Research Group Education Fund, Inc. adopted the plan of merger by a majority vote of the directors in office on May 23, 2019.

**AGREEMENT BETWEEN
UNITED STATES PUBLIC INTEREST RESEARCH GROUP EDUCATION FUND,
INC., NEW HAMPSHIRE PUBLIC INTEREST RESEARCH GROUP EDUCATION
FUND, INC., NEW MEXICO PIRG EDUCATION FUND, INC., AND RHODE ISLAND
PUBLIC INTEREST RESEARCH GROUP EDUCATION FUND, INC.**

THIS AGREEMENT is made this 23rd day of May, 2019, by and between the following nonprofit corporations: United States Public Interest Research Group Education Fund, Inc., a District of Columbia nonprofit corporation, New Hampshire Public Interest Research Group Education Fund, Inc., a New Hampshire nonprofit corporation, New Mexico PIRG Education Fund, Inc., a New Mexico nonprofit corporation, and Rhode Island Public Interest Research Group Education Fund, Inc., a Rhode Island nonprofit corporation, collectively referred to as "the Parties."

WHEREAS, United States Public Interest Research Group Education Fund, Inc. ("USPEF") is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, New Hampshire Public Interest Research Group Education Fund, Inc. ("NHPEF") is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, New Mexico PIRG Education Fund, Inc. ("NMPEF") is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Rhode Island Public Interest Research Group Education Fund, Inc. ("RIPEF") is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the respective boards of the Parties have determined that it is in the best interests of each of the Parties to minimize duplicative expenses by merging to form a single corporation which will operate to further the missions of each of the constituent corporation;

NOW, THEREFORE, in consideration of these mutual promises and mutual benefits, the Parties agree as follows:

I. Merger

- a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), NHPEF, NMPEF, and RIPEF shall be merged with and into USPEF, whereupon the separate existence of NHPEF, NMPEF, and

RIPEF will cease and USPEF shall be the surviving corporation in the merger (the "Surviving Corporation").

- b. As soon as practicable, USPEF, NHPEF, NMPEF, and RIPEF will file articles of merger (the Articles of Merger) with the Corporate Division of the Office of the Secretary of State of the State of New Hampshire and with the Secretary of State of the State of New Mexico and with the Secretary of State of the State of Rhode Island, and with the Corporations Division of the District of Columbia, and make all other filings or recordings required by applicable law in connection with the Merger.
- c. The merger shall be effective as of the date of the issuance of a certificate of merger or June 30, 2019, whichever is later (the "Effective Date").
- d. From and after the Effective Date, USPEF shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights of ownership of the assets and property; and all privileges, powers and franchises of NHPEF, NMPEF, and RIPEF, including but not limited to any and all contributions, gifts or any other payments directed to USPEF, NHPEF, NMPEF, and RIPEF, regardless of whether such contributions, gifts or payments are made before or after the Effective Date. All of the assets and property of whatever kind and character of NHPEF, NMPEF, and RIPEF shall vest in USPEF, as the Surviving Corporation, without further deed. The Surviving Corporation shall have all debts, liabilities and obligations of NHPEF, NMPEF, and RIPEF.

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 USPEF until or unless amended in accordance with applicable laws.
- b. The bylaws of the Surviving Corporation in effect at the Effective Date shall be the bylaws of USPEF until or unless amended in accordance with the terms of the Articles of Incorporation.
- c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities.
- d. All of the directors of USPEF at the Effective Date shall constitute the members of the Board of Directors of the Surviving Corporation. The officers of USPEF at the Effective Date shall be the officers of the Surviving Corporation and shall hold the same office.
- e. After the Effective Date, the Surviving Corporation shall prepare and file any requisite filings with the Internal Revenue Service in connection with the Merger, including final annual information returns for NHPEF, NMPEF, and RIPEF and

the disclosure of the Merger in the annual information return of the Surviving Corporation.

f. The Surviving Corporation shall have no members under the laws of any state.

3. Representations and Warranties.

a. NHPEF represents and warrants to USPEF, NMPEF, and RIPEF that:

- i. NHPEF is duly organized, validly existing and in good standing under the laws of the State of New Hampshire.
- ii. NHPEF is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
- iii. NHPEF has made available to USPEF, NMPEF, and RIPEF complete and correct copies of its Articles of Incorporation and Bylaws.
- iv. NHPEF has made available to USPEF, NMPEF, and RIPEF copies of its financial statements from the years 2016-present.
- v. NHPEF has duly complied with all obligations and duties that it owes under each NHPEF Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any NHPEF Contract and NHPEF has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former NHPEF Contract. NHPEF is not a party to any NHPEF Contract of which it or, to its knowledge, any other party, is in default. NHPEF has not given or received any correspondence or other notice (whether written or oral) with respect to any actual, alleged or potential violation, repudiation, breach or default under or any demand for renegotiation or termination with respect to any NHPEF Contract, and there has been no change, effect, event, occurrence, state of facts or development that, with notice or the passage of time or both, could constitute a default under any NHPEF Contract. Each NHPEF Contract is legal, valid and binding on NHPEF and the other parties thereto, is in full force and effect and is enforceable against NHPEF and against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity).
- vi. Except as individually or in the aggregate would not reasonably be expected to have a material adverse effect on the operations of NHPEF.

(a) to the knowledge of NHPEF, the conduct of the business of NHPEF as currently conducted does not infringe or otherwise violate the Intellectual Property rights of any third party; (b) with respect to Intellectual Property used by, owned by or licensed by or to NHPEF ("NHPEF Intellectual Property"), NHPEF owns the entire right, title and interest in the NHPEF Intellectual Property purported to be owned by NHPEF and has the right to use the other NHPEF Intellectual Property in the continued operation of its business as currently conducted; (c) to the knowledge of NHPEF, no third party is infringing or otherwise violating the NHPEF Intellectual Property rights; and (d) NHPEF has taken reasonable actions to protect and maintain the NHPEF Intellectual Property (including NHPEF Intellectual Property that is confidential in nature).

- vii. Except as set forth on the Disclosure Schedule, NHPEF has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon NHPEF or its use of any assets.
- viii. NHPEF has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. NHPEF does not require the consent of its members or of any other entity to complete the merger as described.
- ix. Since the date of the last financial statement provided to USPEF, NMPEF, and RIPEF, NHPEF 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 NHPEF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.
- x. Except as disclosed in the NHPEF Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of NHPEF's officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to NHPEF's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- xi. NHPEF has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon NHPEF or its use of any assets.

- xii. NHPEF understands and accepts that USPEF may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.

b. NMPEF represents and warrants to USPEF, NHPEF, and RIPEF that:

- i. NMPEF is duly organized, validly existing and in good standing under the laws of the State of New Mexico.
- ii. NMPEF is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
- iii. NMPEF has made available to USPEF, NHPEF, and RIPEF complete and correct copies of its Articles of Incorporation and Bylaws.
- iv. NMPEF has made available to USPEF, NHPEF, and RIPEF copies of its financial statements from the years 2016-present.
- v. NMPEF has duly complied with all obligations and duties that it owes under each NMPEF Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any NMPEF Contract and NMPEF has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former NMPEF Contract. NMPEF is not a party to any NMPEF Contract of which it or, to its knowledge, any other party, is in default. NMPEF has not given or received any correspondence or other notice (whether written or oral) with respect to any actual, alleged or potential violation, repudiation, breach or default under or any demand for renegotiation or termination with respect to any NMPEF Contract, and there has been no change, effect, event, occurrence, state of facts or development that, with notice or the passage of time or both, could constitute a default under any NMPEF Contract. Each NMPEF Contract is legal, valid and binding on NMPEF and the other parties thereto, is in full force and effect and is enforceable against NMPEF and against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity).
- vi. Except as individually or in the aggregate would not reasonably be expected to have a material adverse effect on the operations of NMPEF, (a) to the knowledge of NMPEF, the conduct of the business of NMPEF as

currently conducted does not infringe or otherwise violate the Intellectual Property rights of any third party; (b) with respect to Intellectual Property used by, owned by or licensed by or to NMPEF ("NMPEF Intellectual Property"), NMPEF owns the entire right, title and interest in the NMPEF Intellectual Property purported to be owned by NMPEF and has the right to use the other NMPEF Intellectual Property in the continued operation of its business as currently conducted; (c) to the knowledge of NMPEF, no third party is infringing or otherwise violating the NMPEF Intellectual Property rights; and (d) NMPEF has taken reasonable actions to protect and maintain the NMPEF Intellectual Property (including NMPEF Intellectual Property that is confidential in nature).

vii. NMPEF has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. NMPEF does not require the consent of its members or of any other entity to complete the merger as described.

viii. Since the date of the last financial statement provided to USPEF, NHPEF, and RIPEF 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 NMPEF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.

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

x. NMPEF has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon NMPEF or its use of any assets.

xi. NMPEF understands and accepts that USPEF may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.

c. RIPEF represents and warrants to USPEF, NHPEF, and NMPEF that:

- i. RIPEF is duly organized, validly existing and in good standing under the laws of the State of Rhode Island.
- ii. RIPEF is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
- iii. RIPEF has made available to USPEF, NHPEF, and NMPEF complete and correct copies of its Articles of Incorporation and Bylaws.
- iv. RIPEF has made available to USPEF, NHPEF, and NMPEF copies of its financial statements from the years 2016-present.
- v. RIPEF has duly complied with all obligations and duties that it owes under, each RIPEF Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any RIPEF Contract and RIPEF has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former RIPEF Contract. RIPEF is not a party to any RIPEF Contract of which it or, to its knowledge, any other party, is in default. RIPEF has not given or received any correspondence or other notice (whether written or oral) with respect to any actual, alleged or potential violation, repudiation, breach or default under or any demand for renegotiation or termination with respect to any RIPEF Contract, and there has been no change, effect, event, occurrence, state of facts or development that, with notice or the passage of time or both, could constitute a default under any RIPEF Contract. Each RIPEF Contract is legal, valid and binding on RIPEF and the other parties thereto, is in full force and effect and is enforceable against RIPEF and against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity).
- vi. Except as individually or in the aggregate would not reasonably be expected to have a material adverse effect on the operations of RIPEF, (a) to the knowledge of RIPEF, the conduct of the business of RIPEF as currently conducted does not infringe or otherwise violate the Intellectual Property rights of any third party, (b) with respect to Intellectual Property used by, owned by or licensed by or to RIPEF ("RIPEF Intellectual Property"), RIPEF owns the entire right, title and interest in the RIPEF Intellectual Property purported to be owned by RIPEF and has the right to use the other RIPEF Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of RIPEF, no third

party is infringing or otherwise violating the RIPEF Intellectual Property rights, and (d) RIPEF has taken reasonable actions to protect and maintain the RIPEF Intellectual Property (including RIPEF Intellectual Property that is confidential in nature).

vii. RIPEF has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. RIPEF does not require the consent of its members or of any other entity to complete the merger as described.

viii. Since the date of the last financial statement provided to USPEF, NHPEF, and NMPEF 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 RIPEF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.

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

x. RIPEF has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon RIPEF or its use of any assets.

xi. RIPEF understands and accepts that USPEF may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.

d. USPEF represents and warrants to NHPEF, NMPEF, and RIPEF that:

i. USPEF is duly organized, validly existing and in good standing under the laws of the District of Columbia

ii. USPEF is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.

- iii. USPEF has made available to NHPEF, NMPEF, and RIPEF complete and correct copies of its Articles of Incorporation and Bylaws.
- iv. USPEF has made available to NHPEF, NMPEF, and RIPEF copies of its financial statements from the years 2016-present.
- v. USPEF has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. USPEF does not require the consent of its members or of any other entity to complete the merger as described.
- vi. Since the date of the last financial statement provided to NHPEF, NMPEF, and RIPEF, USPEF 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 USPEF except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.
- vii. Except as disclosed in the USPEF Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of USPEF's officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to USPEF's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- viii. USPEF may conduct simultaneous mergers with other organizations during the course of the implement of the merger described in this Agreement. No such merger shall alter the general mission of the Surviving Corporation.

4. Covenants.

- a. NHPEF covenants and agrees as of the date hereof and until the Effective Date:
 - i. The business of NHPEF shall be conducted in the ordinary and usual course and, to the extent consistent therewith, NHPEF shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. NHPEF shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of USPEF, NMPEF, and RIPEF.

- iii. NHPEF will coordinate with USPEF, NMPEF, and RIPEF regarding any press releases or public announcements regarding the merger.
 - iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- b. NMPEF covenants and agrees as of the date hereof and until the Effective Date:
 - i. The business of NMPEF shall be conducted in the ordinary and usual course and, to the extent consistent therewith, NMPEF shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. NMPEF shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of USPEF, NHPEF and RIPEF.
 - iii. NMPEF will coordinate with USPEF, NHPEF, and RIPEF regarding any press releases or public announcements regarding the merger.
 - iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- c. RIPEF covenants and agrees as of the date hereof and until the Effective Date:
 - i. The business of RIPEF shall be conducted in the ordinary and usual course and, to the extent consistent therewith, RIPEF shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. RIPEF shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of USPEF, NHPEF and NMPEF.
 - iii. RIPEF will coordinate with USPEF, NHPEF, and NMPEF regarding any press releases or public announcements regarding the merger.
 - iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- d. USPEF covenants and agrees as of the date hereof and until the Effective Date:
 - i. With the exception of possible simultaneous mergers as noted in Section 3, the business of USPEF shall be conducted in the ordinary and usual course and, to the extent consistent therewith, USPEF shall use its best

efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.

ii. USPEF will coordinate with NIPEF, NMPEF, and RIPEF regarding any press releases or public announcements regarding the merger.

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

5. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the merger abandoned for any reason whatsoever upon the majority vote of the Board of Directors of any of the Parties.
6. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the Parties.
7. Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Colorado, except to the extent that the laws of the State of New Hampshire or the laws of the State of Iowa apply to the merger.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, with respect to the subject matter hereof.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In witness whereof, the parties hereto have executed this agreement as of the dates set forth below their respective signatures. By signing below the Parties hereby agree to the above terms and conditions and intend to be legally bound thereby.

New Hampshire Public Interest Research Group Education Fund, Inc.

DocuSigned by
Steve Blackledge
Signed: 00000480347 1

Steve Blackledge
Name

Clerk
Title

New Mexico PIRG Education Fund, Inc.

DocuSigned by
Michael Landis
Signed 95162CDF9E0D414

Michael Landis

Name

Treasurer

Title

Rhode Island Public Interest Research Group Education Fund, Inc.

DocuSigned by
Kate Canada
Signed FF4DC7FE2493

Kate Canada

Name

President

Title

United States Public Interest Research Group Education Fund, Inc.

DocuSigned by
Janet Domenitz
Signed 4537598641C

Janet Domenitz

Name

Chair

Title

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF RHODE ISLAND PUBLIC INTEREST
RESEARCH GROUP EDUCATION FUND, INC.**

At a meeting of the Board of Directors of Rhode Island Public Interest Research Group Education Fund, Inc. ("RI PIRG Ed Fund") at which a quorum was present, after due consideration, the board voted in favor of the following:

WHEREAS, the board has determined that greater centralization of administrative functions of RI PIRG Ed Fund, its national affiliate, United States Public Interest Research Group Education Fund, Inc., and other 501(c)(3) state Public Interest Research Groups would increase the effectiveness of the organizations' work; and

WHEREAS, the board has determined that RI PIRG Ed Fund, its national affiliate, United States Public Interest Research Group Education Fund, Inc., and other 501(c)(3) state Public Interest Research Groups will be better able to achieve their tax-exempt and corporate purposes, further their mutual programmatic goals and interests, and increase the efficiency of their overhead and administrative functions by consolidating into United States Public Interest Research Group Education Fund, Inc.; and

WHEREAS, the board has determined that the post-consolidation surviving corporate entity will be United States Public Interest Research Group Education Fund, Inc. and that the surviving consolidated entity may continue using Rhode Island Public Interest Research Group Education Fund, Inc. as a "doing business as" (d/b/a) or "projects of" name as appropriate to carry out program work;

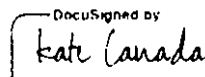
It is now, THEREFORE:

RESOLVED, that the board hereby approves:

- 1) Consolidation of United States Public Interest Research Group Education Fund, Inc., New Hampshire Public Interest Research Group Education Fund, Inc., New Mexico PIRG Education Fund, Inc., and Rhode Island Public Interest Research Group Education Fund, Inc., with United States Public Interest Research Group Education Fund, Inc. to be the remaining corporate entity post-merger.

RESOLVED, FURTHER, that the board hereby directs that such steps as are necessary to carry out this consolidation be taken by the management and staff of RI PIRG Ed Fund, as appropriate.

I hereby certify that the above is a true copy of a resolution duly adopted by the corporation at a meeting held on the 16th day of May, 2019, at which a quorum was present.

DocuSigned by

Signature

Kate Canada President
Print Name/Title

6/26/2019
Date



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

July 08, 2019 01:27 PM

The signature is written in a cursive, flowing style in blue ink. It appears to read "Nellie M. Gorbea".

Nellie M. Gorbea
Secretary of State

