



State of Rhode Island

Department of State - Business Services Division

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

RECEIVED
R.I. DEPT. OF STATE
BUS SVCS DIV
2022 OCT 14 A 8:47
STAMP

Pursuant to the provisions of RIGL Title 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
000028077	Looking Upwards, Inc.	Non-Profit Corp	RI
000528398	The Keystone Group	Non-Profit Corp	RI

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:

Looking Upwards, Inc.

which is to be governed by the laws of the state of:

Rhode Island

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:

N/A

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:

N/A

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 847
STAMP
OCT 14 2022
BY MB 64545

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

☒ Date received (Upon filing)

☐ 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 CHAPTER 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 Chapter 7-1.2.

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

c. 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):

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 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 non-profit 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 CHAPTER 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.

c. An original Letter of Good Standing issued by the RI Division of Taxation must accompany these Articles of Merger or Consolidation.

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

SECTION VI: 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

Looking Upwards, Inc.

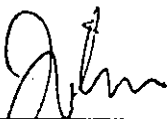
Type or Print Name of Person Signing

Jack O'Connor

Title of Person Signing

President

Signature



Date

10/4/22

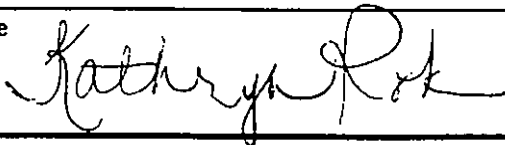
Type or Print Name of Person Signing

Kathryn Rok

Title of Person of Signing

Secretary

Signature



Date

10/4/22

Type or Print Entity Name

The Keystone Group

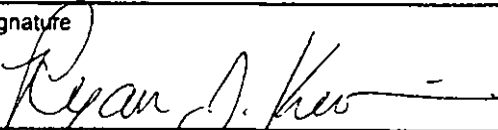
Type or Print Name of Person Signing

Ryan Kirwin

Title of Person Signing

President

Signature



Date

10/5/22

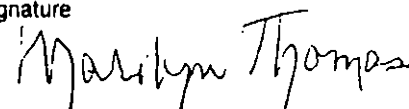
Type or Print Name of Person Signing

Marilyn Thomas

Title of Person Signing

Secretary

Signature



Date

10-04-2022

**AGREEMENT AND PLAN OF MERGER OF
LOOKING UPWARDS, INC. AND THE KEYSTONE GROUP**

This Agreement and Plan of Merger (this “**Agreement**”) is hereby entered into as of this 4th day of October, 2022 by and between **Looking Upwards, Inc.**, a nonprofit corporation organized under the laws of the State of Rhode Island (the “**Surviving Corporation**”) and **The Keystone Group**, a nonprofit corporation organized under the laws of the State of Rhode Island (the “**Merging Corporation**”). The Surviving Corporation and the Merging Corporation are hereinafter referred to collectively as the “**Constituent Corporations**”.

RECITALS

WHEREAS, the Merging Corporation was formed for the purpose of operating as and has continued to operate as a 509(a)(3) organization under the Internal Revenue Code in support of the Surviving Corporation;

WHEREAS, the respective boards of directors of the Constituent Corporations deem it in the best interest of their organizations and consistent with each organization’s purpose and mission that the Constituent Corporations merge and their respective boards of directors have duly approved and authorized this Agreement and the transactions contemplated hereby; and

WHEREAS, the substantive laws of the State of Rhode Island, expressly but without limitation including Rhode Island General Laws §7-6-43 *et seq.* of the Rhode Island Nonprofit Corporation Act, permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of the State of Rhode Island (hereafter, the “**Merger**”).

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, and other good and valuable consideration mutually negotiated and agreed upon by and between them, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations agree as follows:

1. **Purpose of the Merger.** The Constituent Corporations agree to collaborate and use reasonable mutual efforts to ensure that the core missions of the Surviving Corporation, as set forth in the Articles of Incorporation of the Surviving Corporation, as of the date of the Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

2. **Surviving Corporation.** The Constituent Corporations acknowledge and agree that the effect of the Merger shall be for the Merging Corporation to merge into the Surviving Corporation, and for the Surviving Corporation to thereafter be the surviving corporate entity.

3. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall remain in effect.

4. **Name of Surviving Corporation.** As of the filing of the Articles of Merger, the name of the Surviving Corporation shall remain the same.

5. **Principal and Registered Agent Office of the Surviving Corporation.** Unless or until determined otherwise by the Surviving Corporation's Board of Directors: a) the principal office of the Surviving Corporation in Rhode Island shall be located at 438 East Main Road, Middletown, Rhode Island; and b) the Registered Agent of the Surviving Corporation shall be Carrie Miranda, at 438 East Main Road, Middletown, Rhode Island.

6. **Bylaws of the Surviving Corporation.** The Bylaws of the Surviving Corporation in effect as of the date hereof shall remain in full force and effect following the Merger, unless and until the same are duly amended or supplanted in conformance with applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, as may be amended from time to time, and the Surviving Corporation's Bylaws.

7. **Board of Directors of the Surviving Corporation.** The Board of Directors of the Surviving Corporation in place at the time of the Merger shall continue as the Board of Directors of the Surviving Corporation, subject to applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, and the Surviving Corporation's Bylaws, as may be amended from time to time.

8. **Officers.** The Officers of the Surviving Corporation in place at the time of the Merger shall continue as the Officers of the Surviving Corporation, subject to applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, and the Surviving Corporation's Bylaws, as may be amended from time to time.

9. **Effective Date of the Merger.**

(a) This Merger shall become effective on the date of filing and acceptance of the Articles of Merger with the Rhode Island Secretary of State (the "Effective Date").

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of Merging Corporation shall be continued in and be merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

10. **Effect of Merger.** Upon the Effective Date:

(a) The Surviving Corporation shall possess all rights, privileges, powers, and franchises and shall be subject to all the restrictions, obligations, and duties of each of the Merging Corporation and the Surviving Corporation, except as otherwise herein provided or otherwise provided by law.

(b) The Surviving Corporation shall be vested with all property, real, personal, tangible, intangible, or mixed, and all debts due to each of the Merging Corporation and the Surviving Corporation on whatever account as well as all other choses in action belonging to each of the Merging Corporation and the Surviving Corporation.

(c) All property, rights, privileges, powers, and franchises of each of the Merging Corporation and the Surviving Corporation shall be thereafter the property of the Surviving Corporation in the same manner and to the same effect and degree as previously vested in each of the Merging Corporation and the Surviving Corporation, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger; and all debts, liabilities, obligations and duties of the Merging Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

11. Conditions to the Merger. The respective obligations of each Constituent Corporation to effect the Merger is subject to the satisfaction or waiver of the following conditions:

- (a) The representations and warranties of the Constituent Corporations set forth in this Agreement shall have been true and correct when made and shall be true and correct at and as of the Effective Date as though such representations and warranties were made as of the Effective Date.
- (b) All the covenants, conditions and obligations to be performed, kept or satisfied by the Constituent Corporations under this Agreement shall have been fully performed, kept or satisfied at or prior to the time specified in this Agreement, unless otherwise waived by the other party in writing.
- (c) Prior to the Effective Date, the Merging Corporation shall procure, pay for, and have in place tail/Extended Reporting Period insurance coverages reasonably satisfactory to the Surviving Corporation. Such policies shall name the Surviving Corporation as an additional insured.
- (d) Prior to the Effective Date, the Merging Corporation shall have acquired general releases, in a form approved by the Surviving Corporation, from all employees of the Merging Corporation, effective as of a date reasonably close to the Effective Date as reasonably determined by the Surviving Corporation.

12. Representations and Warranties.

- (a) The Merging Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the Rhode Island General Laws. The Merging Corporation represents and warrants that it has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Merging Corporation necessary to effectuate the Merger. All necessary action, corporate or otherwise, has been taken by the Merging Corporation to authorize the execution, delivery and performance of this Agreement, and the same is the valid and binding obligation of the Merging Corporation in accordance with its terms. The execution, delivery and performance of this Agreement do not and will not violate any provision of, or result in a breach of or a default under, any mortgage, lien, lease

agreement, contract, material contract, instrument, order, arbitration award, judgment or decision to which the Merging Corporation is a party or by which it is bound.

- (b) The Surviving Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the Rhode Island General Laws. The Surviving Corporation represents and warrants that it has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Surviving Corporation necessary to effectuate the Merger. All necessary action, corporate or otherwise, has been taken by the Surviving Corporation to authorize the execution, delivery and performance of this Agreement, and the same is the valid and binding obligation of the Surviving Corporation in accordance with its terms. The execution, delivery and performance of this Agreement do not and will not violate any provision of, or result in a breach of or a default under, any mortgage, lien, lease agreement, contract, material contract, instrument, order, arbitration award, judgment or decision to which the Surviving Corporation is a party or by which it is bound.
- (c) To the best of the Merging Corporation's knowledge, no representation or warranty in this Section 12, and no statement contained elsewhere in this Agreement or in any document furnished or to be furnished to the Surviving Corporation pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

13. Diligence. From the date hereof through the Effective Date, each Constituent Corporation may conduct a thorough but expeditious and reasonable confirmatory due diligence review of the other Constituent Corporation with respect to the Merger. To enable the Constituent Corporations to expeditiously complete the Merger, each Constituent Corporation agrees to permit, and will cause its respective officers, directors, key employees (as mutually approved by the mutual agreement of the Constituent Corporations), representatives, and advisors to permit the other Constituent Corporation, and its respective representatives, reasonable access to such Constituent Corporation's books and records, facilities, key personnel, customers, vendors, distributors, other business relations, and independent accountants and auditors in connection with the completion of their due diligence review with respect to the Merger. Any proprietary or confidential information of or involving the disclosing party (disclosed during the course of due diligence) will be held in confidence by the receiving party and not used in any manner to the detriment of the disclosing party.

14. Negative Covenants. Between the date hereof and the effective date of the Merger, the Constituent Corporations will not, except with the prior written approval of the other or as contemplated by this Agreement:

- (a) incur any liability (absolute or contingent) except current liabilities incurred in the ordinary course of business or liabilities incurred in connection with the employee

retention agreements and in connection with any agreements and payments required for the employee releases contemplated by Section 11(d);

- (b) discharge or satisfy any lien or encumbrance or pay any liability other than current liabilities incurred in the ordinary course of business;
- (c) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible;
- (d) sell or transfer any of its tangible assets or cancel any debts to it or claims except in each case in the ordinary course of business; or
- (e) enter into other transactions other than in the ordinary course of business, except the service agreement with AccessPoint RI, a Rhode Island nonprofit corporation, memorializing the ongoing administrative work, set to terminate on September 30, 2022.

15. Affirmative Covenants.

- (a) From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.
- (b) The Surviving Corporation shall give employees of the Merging Corporation who are hired by the Surviving Corporation in connection with the Merger prior service credit for their respective service to the Merging Corporation in determining their compensation, eligibility for vacation and paid time off, and eligibility for other employee benefits.

16. Abandonment of Merger. This Agreement has been submitted to and approved by the Boards of Directors of the Constituent Corporations at meetings that were duly noticed and held. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective without further action or approval:

- (a) By mutual consent of the board of directors of the Constituent Corporations;
- (b) By the board of directors of any one of the Constituent Corporations in the event of a failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or
- (c) By the board of directors of any one of the Constituent Corporations if the other Constituent Corporation breaches any covenant contained in this Agreement, or if any material litigation or claims shall be pending or threatened against or substantially affecting either of the

Constituent Corporations or any of their respective assets or the Merger which, in the judgment of such board of directors, renders it inadvisable to proceed with the Merger.

17. Indemnification. Except to the extent caused by the negligence or misconduct of the indemnifying Constituent Corporation, each of the Constituent Corporations hereby agrees to defend, indemnify, and hold harmless the other (including the indemnified Constituent Corporation's Directors, Officers, employees, agents, representatives and assigns) from and against any and all liabilities, losses, settlements, claims, demands, and expenses of any kind (including but not limited to reasonable attorney's fees), resulting or arising out of any breach of the terms, conditions and obligations set forth herein, or any act or omission of the other Constituent Corporation. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities (including, without limitation, reasonable attorney's fees, court costs, and other reasonable disbursements) incurred or made in connection with any such claim brought thereon, and the defense thereof, and shall survive the termination of this Agreement.

18. Miscellaneous.

(a) **Governing Law.** This Agreement shall be construed, governed, interpreted, and applied in accordance with the internal laws of the State of Rhode Island, without regard to its conflict of law provisions or those of any other jurisdiction. Any lawsuit related to this Agreement shall be filed and maintained exclusively in the courts within Rhode Island, and each of the Constituent Corporations consents to the sole and exclusive jurisdiction of such courts, waiving any defense or objections otherwise available based on jurisdiction, venue, or forum *non conveniens*.

(b) **Severability.** If any term or other provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Constituent Corporation. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Constituent Corporations shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Constituent Corporations and this Agreement as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

(c) **Counterparts; Signatures.** This Agreement may be signed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. The Constituent Corporations hereto and any third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

(d) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Constituent Corporations and does not confer any rights or benefits on any other person or entity, including, without limitation, any employees of the Merging Corporation.

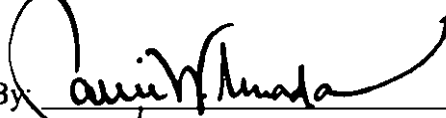
(e) Entire Agreement. This Agreement, the documents referred to herein are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are no other agreements or understandings, written or oral, among the Parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements, representations, and understandings, written or oral, among the Parties with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed as of the Effective Date noted in the introductory paragraph hereof.

SURVIVING CORPORATION:

LOOKING UPWARDS, INC.

By: 

Name: Carrie Miranda

Its: Executive Director

MERGING CORPORATION:

THE KEYSTONE GROUP

By: 

Name: Thomas Kane

Its: Executive Director

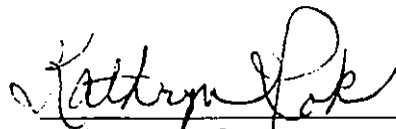
[Signature Page to Agreement and Plan of Merger]

LOOKING UPWARDS, INC.

Secretary's Certificate

The undersigned hereby certifies that she is the duly elected Secretary of Looking Upwards, Inc., a Rhode Island nonprofit corporation (the "Corporation"), and that, as such, she is authorized to execute this Certificate on behalf of the Corporation, and further certifies that on September 21, 2022, at a duly noticed and authorized meeting with a quorum present, the Corporation's Board of Directors unanimously approved the Agreement and Plan of Merger regarding the merger of the Corporation and the Keystone Group.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation as of the 21st day of September, 2022.


Kathryn Rok, Secretary

THE KEYSTONE GROUP

RESOLUTION OF THE BOARD OF DIRECTORS
MEETING DATED SEPTEMBER 7, 2022

WHEREAS, the undersigned, being all the directors of THE KEYSTONE GROUP, a Rhode Island nonprofit corporation (the "Corporation"), do hereby take the following actions and adopt the following resolutions on behalf of the Corporation, effective September 7, 2022:

RESOLVED: That it is in the best interest of the Corporation to effect a merger with LOOKING UPWARDS, INC., a Rhode Island nonprofit corporation ("Looking Upwards").

RESOLVED: That the Corporation be, and it hereby is, authorized and directed to merge with Looking Upwards, with Looking Upwards as the surviving company, in accordance with the terms and conditions set forth in an Agreement and Plan of Merger substantially in the form attached hereto as Exhibit A and on such terms and conditions as the Authorized Officers named below shall deem necessary, advisable, appropriate and in the best interests of the Corporation.

RESOLVED: That Ryan Kirwin, the President, and Marilyn Thomas, the Secretary of the Corporation (each an "Authorized Officer"), be, and such Authorized Officers hereby are, acting singly, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any and all agreements, contracts, waivers, consents, amendments, filings, documents and/or other instruments, to furnish any and all information, to do and perform any and all other acts and things, and to pay any and all expenses in connection therewith, all as deemed by either Authorized Officer, acting singly, to be necessary, advisable, appropriate and in the best interests of the Corporation with respect to any of the matters contemplated by the foregoing resolutions in order to effectuate the intent thereof, the authority of the Authorized Officers to be evidenced conclusively by the execution and delivery of such agreements, contracts, waivers, consents, amendments, filings, documents and/or other instruments.

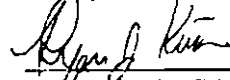
RESOLVED: That any action taken prior to the adoption of the foregoing resolutions on behalf of the Corporation by any Authorized Officer that is within the scope of or otherwise relates in any manner whatsoever to the authority granted or otherwise contemplated by

the foregoing resolutions be, and the same hereby is, ratified,
approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have executed this consent as
of the day and year first above written.

Linda Pearson, Director

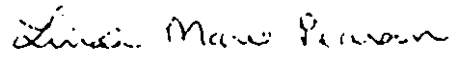
Marilyn Thomas, Director



Ryan Kirwin, Director

the foregoing resolutions be, and the same hereby is, ratified,
approved and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have executed this consent as
of the day and year first above written.



Linda Pearson, Director

Marilyn Thomas, Director

Ryan Kirwin, Director

the foregoing resolutions be, and the same hereby is, ratified,
approved and confirmed in all respects.

WITNESS WHEREOF, the undersigned have executed this consent as
first above written.

Linda Pearson, Director

Marilyn Thomas
Marilyn Thomas, Director

Ryan Kirwin, Director

Exhibit A
Agreement and Plan of Merger

See attached.

**AGREEMENT AND PLAN OF MERGER OF
LOOKING UPWARDS, INC. AND THE KEYSTONE GROUP**

This Agreement and Plan of Merger (this “**Agreement**”) is hereby entered into as of this ____ day of August, 2022 by and between **Looking Upwards, Inc.**, a nonprofit corporation organized under the laws of the State of Rhode Island (the “**Surviving Corporation**”) and **The Keystone Group**, a nonprofit corporation organized under the laws of the State of Rhode Island (the “**Merging Corporation**”). The Surviving Corporation and the Merging Corporation are hereinafter referred to collectively as the “**Constituent Corporations**”.

RECITALS

WHEREAS, the Merging Corporation was formed for the purpose of operating as and has continued to operate as a 509(a)(3) organization under the Internal Revenue Code in support of the Surviving Corporation;

WHEREAS, the respective boards of directors of the Constituent Corporations deem it in the best interest of their organizations and consistent with each organization’s purpose and mission that the Constituent Corporations merge and their respective boards of directors have duly approved and authorized this Agreement and the transactions contemplated hereby; and

WHEREAS, the substantive laws of the State of Rhode Island, expressly but without limitation including Rhode Island General Laws §7-6-43 *et seq.* of the Rhode Island Nonprofit Corporation Act, permit such a merger, and the Constituent Corporations desire to merge under and pursuant to the provisions of the laws of the State of Rhode Island (hereafter, the “**Merger**”).

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, and other good and valuable consideration mutually negotiated and agreed upon by and between them, the receipt and sufficiency of which are hereby acknowledged, the Constituent Corporations agree as follows:

1. **Purpose of the Merger.** The Constituent Corporations agree to collaborate and use reasonable mutual efforts to ensure that the core missions of the Surviving Corporation, as set forth in the Articles of Incorporation of the Surviving Corporation, as of the date of the Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

2. **Surviving Corporation.** The Constituent Corporations acknowledge and agree that the effect of the Merger shall be for the Merging Corporation to merge into the Surviving Corporation, and for the Surviving Corporation to thereafter be the surviving corporate entity.

3. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall remain in effect.

4. **Name of Surviving Corporation.** As of the filing of the Articles of Merger, the name of the Surviving Corporation shall remain the same.

5. Principal and Registered Agent Office of the Surviving Corporation. Unless or until determined otherwise by the Surviving Corporation's Board of Directors: a) the principal office of the Surviving Corporation in Rhode Island shall be located at 438 East Main Road, Middletown, Rhode Island; and b) the Registered Agent of the Surviving Corporation shall be Carrie Miranda, at 438 East Main Road, Middletown, Rhode Island.

6. Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation in effect as of the date hereof shall remain in full force and effect following the Merger, unless and until the same are duly amended or supplanted in conformance with applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, as may be amended from time to time, and the Surviving Corporation's Bylaws.

7. Board of Directors of the Surviving Corporation. The Board of Directors of the Surviving Corporation in place at the time of the Merger shall continue as the Board of Directors of the Surviving Corporation, subject to applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, and the Surviving Corporation's Bylaws, as may be amended from time to time.

8. Officers. The Officers of the Surviving Corporation in place at the time of the Merger shall continue as the Officers of the Surviving Corporation, subject to applicable Rhode Island law, the Surviving Corporation's Articles of Incorporation, and the Surviving Corporation's Bylaws, as may be amended from time to time.

9. Effective Date of the Merger.

(a) This Merger shall become effective on the date of filing and acceptance of the Articles of Merger with the Rhode Island Secretary of State (the "Effective Date").

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of Merging Corporation shall be continued in and be merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

10. Effect of Merger. Upon the Effective Date:

(a) The Surviving Corporation shall possess all rights, privileges, powers, and franchises and shall be subject to all the restrictions, obligations, and duties of each of the Merging Corporation and the Surviving Corporation, except as otherwise herein provided or otherwise provided by law.

(b) The Surviving Corporation shall be vested with all property, real, personal, tangible, intangible, or mixed, and all debts due to each of the Merging Corporation and the Surviving Corporation on whatever account as well as all other choses in action belonging to each of the Merging Corporation and the Surviving Corporation.

(c) All property, rights, privileges, powers, and franchises of each of the Merging Corporation and the Surviving Corporation shall be thereafter the property of the Surviving Corporation in the same manner and to the same effect and degree as previously vested in each of the Merging Corporation and the Surviving Corporation, but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the Merger; and all debts, liabilities, obligations and duties of the Merging Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

11. Conditions to the Merger. The respective obligations of each Constituent Corporation to effect the Merger is subject to the satisfaction or waiver of the following conditions:

- (a) The representations and warranties of the Constituent Corporations set forth in this Agreement shall have been true and correct when made and shall be true and correct at and as of the Effective Date as though such representations and warranties were made as of the Effective Date.
- (b) All the covenants, conditions and obligations to be performed, kept or satisfied by the Constituent Corporations under this Agreement shall have been fully performed, kept or satisfied at or prior to the time specified in this Agreement, unless otherwise waived by the other party in writing.
- (c) Prior to the Effective Date, the Merging Corporation shall procure, pay for, and have in place tail/Extended Reporting Period insurance coverages reasonably satisfactory to the Surviving Corporation. Such policies shall name the Surviving Corporation as an additional insured.
- (d) Prior to the Effective Date, the Merging Corporation shall have acquired general releases, in a form approved by the Surviving Corporation, from all employees of the Merging Corporation, effective as of a date reasonably close to the Effective Date as reasonably determined by the Surviving Corporation.

12. Representations and Warranties.

- (a) The Merging Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the Rhode Island General Laws. The Merging Corporation represents and warrants that it has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Merging Corporation necessary to effectuate the Merger. All necessary action, corporate or otherwise, has been taken by the Merging Corporation to authorize the execution, delivery and performance of this Agreement, and the same is the valid and binding obligation of the Merging Corporation in accordance with its terms. The execution, delivery and performance of this Agreement do not and will not violate any provision of, or result in a breach of or a default under, any mortgage, lien, lease

agreement, contract, material contract, instrument, order, arbitration award, judgment or decision to which the Merging Corporation is a party or by which it is bound.

- (b) The Surviving Corporation is a nonprofit corporation duly organized, validly existing and in good standing under the Rhode Island General Laws. The Surviving Corporation represents and warrants that it has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by the Surviving Corporation necessary to effectuate the Merger. All necessary action, corporate or otherwise, has been taken by the Surviving Corporation to authorize the execution, delivery and performance of this Agreement, and the same is the valid and binding obligation of the Surviving Corporation in accordance with its terms. The execution, delivery and performance of this Agreement do not and will not violate any provision of, or result in a breach of or a default under, any mortgage, lien, lease agreement, contract, material contract, instrument, order, arbitration award, judgment or decision to which the Surviving Corporation is a party or by which it is bound.
- (c) To the best of the Merging Corporation's knowledge, no representation or warranty in this Section 12, and no statement contained elsewhere in this Agreement or in any document furnished or to be furnished to the Surviving Corporation pursuant hereto or in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

13. Diligence. From the date hereof through the Effective Date, each Constituent Corporation may conduct a thorough but expeditious and reasonable confirmatory due diligence review of the other Constituent Corporation with respect to the Merger. To enable the Constituent Corporations to expeditiously complete the Merger, each Constituent Corporation agrees to permit, and will cause its respective officers, directors, key employees (as mutually approved by the mutual agreement of the Constituent Corporations), representatives, and advisors to permit the other Constituent Corporation, and its respective representatives, reasonable access to such Constituent Corporation's books and records, facilities, key personnel, customers, vendors, distributors, other business relations, and independent accountants and auditors in connection with the completion of their due diligence review with respect to the Merger. Any proprietary or confidential information of or involving the disclosing party (disclosed during the course of due diligence) will be held in confidence by the receiving party and not used in any manner to the detriment of the disclosing party.

14. Negative Covenants. Between the date hereof and the effective date of the Merger, the Constituent Corporations will not, except with the prior written approval of the other or as contemplated by this Agreement:

- (a) incur any liability (absolute or contingent) except current liabilities incurred in the ordinary course of business or liabilities incurred in connection with the employee

retention agreements and in connection with any agreements and payments required for the employee releases contemplated by Section 11(d);

- (b) discharge or satisfy any lien or encumbrance or pay any liability other than current liabilities incurred in the ordinary course of business;
- (c) mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible;
- (d) sell or transfer any of its tangible assets or cancel any debts to it or claims except in each case in the ordinary course of business; or
- (e) enter into other transactions other than in the ordinary course of business, except the service agreement with AccessPoint RI, a Rhode Island nonprofit corporation, memorializing the ongoing administrative work, set to terminate on September 30, 2022.

15. Affirmative Covenants.

- (a) From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Constituent Corporations shall execute and deliver, or cause to be executed and delivered, all instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.
- (b) The Surviving Corporation shall give employees of the Merging Corporation who are hired by the Surviving Corporation in connection with the Merger prior service credit for their respective service to the Merging Corporation in determining their compensation, eligibility for vacation and paid time off, and eligibility for other employee benefits.

16. Abandonment of Merger. This Agreement has been submitted to and approved by the Boards of Directors of the Constituent Corporations at meetings that were duly noticed and held. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or abandoned before it becomes effective without further action or approval:

- (a) By mutual consent of the board of directors of the Constituent Corporations;
- (b) By the board of directors of any one of the Constituent Corporations in the event of a failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or
- (c) By the board of directors of any one of the Constituent Corporations if the other Constituent Corporation breaches any covenant contained in this Agreement, or if any material litigation or claims shall be pending or threatened against or substantially affecting either of the

Constituent Corporations or any of their respective assets or the Merger which, in the judgment of such board of directors, renders it inadvisable to proceed with the Merger.

17. Indemnification. Except to the extent caused by the negligence or misconduct of the indemnifying Constituent Corporation, each of the Constituent Corporations hereby agrees to defend, indemnify, and hold harmless the other (including the indemnified Constituent Corporation's Directors, Officers, employees, agents, representatives and assigns) from and against any and all liabilities, losses, settlements, claims, demands, and expenses of any kind (including but not limited to reasonable attorney's fees), resulting or arising out of any breach of the terms, conditions and obligations set forth herein, or any act or omission of the other Constituent Corporation. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities (including, without limitation, reasonable attorney's fees, court costs, and other reasonable disbursements) incurred or made in connection with any such claim brought thereon, and the defense thereof, and shall survive the termination of this Agreement.

18. Miscellaneous.

(a) Governing Law. This Agreement shall be construed, governed, interpreted, and applied in accordance with the internal laws of the State of Rhode Island, without regard to its conflict of law provisions or those of any other jurisdiction. Any lawsuit related to this Agreement shall be filed and maintained exclusively in the courts within Rhode Island, and each of the Constituent Corporations consents to the sole and exclusive jurisdiction of such courts, waiving any defense or objections otherwise available based on jurisdiction, venue, or forum *non conveniens*.

(b) Severability. If any term or other provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Constituent Corporation. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Constituent Corporations shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Constituent Corporations and this Agreement as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

(c) Counterparts; Signatures. This Agreement may be signed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. The Constituent Corporations hereto and any third parties may rely upon machine copies of signatures to this Agreement to the same extent as manually signed original signatures.

(d) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Constituent Corporations and does not confer any rights or benefits on any other person or entity, including, without limitation, any employees of the Merging Corporation.

(e) Entire Agreement. This Agreement, the documents referred to herein are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are no other agreements or understandings, written or oral, among the Parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements, representations, and understandings, written or oral, among the Parties with respect to the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed as of the Effective Date noted in the introductory paragraph hereof.

SURVIVING CORPORATION:

LOOKING UPWARDS, INC.

By: _____
Name: Carrie Miranda
Its: Executive Director

MERGING CORPORATION:

THE KEYSTONE GROUP

By: _____
Name: Thomas Kane
Its: Executive Director

[Signature Page to Agreement and Plan of Merger]