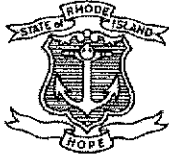


Filing Fee: See Instructions

ID Number: \_\_\_\_\_



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

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CORPORATIONS DIV
2008 MAY 22 AM 10:17

ARTICLES OF MERGER OR CONSOLIDATION INTO

National Geographic Society

(Insert full name of surviving or new entity on this line.)

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

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of [X] Merger or [ ] Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

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:

Table with 3 columns: Name of entity, Type of entity, State under which entity is organized. Rows include National Geographic Society and The Glimpse Foundation.

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving or new entity is National Geographic Society which is to be governed by the laws of the state of Washington, D.C.

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. (Attach Plan of Merger or Consolidation)

e. If the surviving entity's name has been amended via the merger, please state the new name: Not Applicable

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: National Geographic Society, 1145 Seventeenth St, NW, Washington, D.C. 20036-4688, Attn: Sr VP/Law, Business & Govt Affairs

g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

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 Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

FILED 10:17
MAY 22 2008
By [Signature] 58768

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) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) \_\_\_\_\_

c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....  
**SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.**

- 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 TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED**

- 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.

The Glimpse Foundation  
\_\_\_\_\_ Print Entity Name

By: Nicholas Fitzhugh \_\_\_\_\_  
Name of person signing Title of person signing  
Nicholas Fitzhugh, President

By: Kerala Goodkin \_\_\_\_\_  
Name of person signing Title of person signing  
Kerala Goodkin, Secretary

National Geographic Society  
\_\_\_\_\_ Print Entity Name

By: John Fahey \_\_\_\_\_  
Name of person signing Title of person signing  
John Fahey, President

By: Angelo Grima \_\_\_\_\_  
Name of person signing Title of person signing  
Angelo Grima, Assistant Secretary

**AGREEMENT AND PLAN OF MERGER AND REORGANIZATION**

**BETWEEN**

**NATIONAL GEOGRAPHIC SOCIETY**

**AND**

**THE GLIMPSE FOUNDATION**

**Dated as of April 28, 2008**

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**EXHIBITS**

Exhibit A	Disclosure Letter
Exhibit B	List Of Materials To Be Filed With Rhode Island Office of the Secretary of State
Exhibit C	List Of Materials To Be Filed With the District of Columbia

## **AGREEMENT AND PLAN OF REORGANIZATION**

**AGREEMENT AND PLAN OF REORGANIZATION**, dated as of May 1, 2008 (this "Agreement"), between NATIONAL GEOGRAPHIC SOCIETY, a District of Columbia nonprofit corporation ("NGS"), and THE GLIMPSE FOUNDATION, a Rhode Island not-for-profit corporation (the "Glimpse Foundation").

### **WITNESSETH:**

**WHEREAS**, the Glimpse Foundation is a nonprofit, tax-exempt organization formed to promote of cross-cultural dialogue and the experiences that lead to it, with a particular emphasis on study abroad;

**WHEREAS**, NGS is a nonprofit, tax-exempt organization formed to increase and diffuse geographic knowledge in the broad sense, including knowledge of the land, sea and universe and the interrelationship of man with the flora and fauna of the earth; and

**WHEREAS**, the Glimpse Foundation and NGS have determined that it is in the best interests of their respective organizations to combine their respective missions and reorganize the Glimpse Foundation (the "Reorganization") by merging the Glimpse Foundation into NGS and having NGS continue the fulfillment of the tax-exempt purposes of both NGS and the Glimpse Foundation, all on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises, representations, warranties and agreements herein contained, the parties agree as follows:

### **ARTICLE I. PLAN OF MERGER AND REORGANIZATION**

**Section 1.1. The Plan of Merger.** Upon the terms and subject to the conditions hereof, and in accordance with the Rhode Island General Law (together with any other relevant provisions of Rhode Island law, the "RGL") and District of Columbia Nonprofit Corporation Act, as amended (together with any other relevant provisions of District of Columbia law, the "DC Act"), the parties agree to the following plan of merger and reorganization:

(a) **The Merger.** At the Effective Time (as defined in Section 1.3(b)) and subject to and upon terms and conditions of this Agreement, and the applicable provisions of the RGL and the DC Act, the Glimpse Foundation shall be merged with and into NGS, the separate corporate existence of the Glimpse Foundation shall cease and NGS shall continue as the surviving corporation.

(b) **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the RGL and the DC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all

the property, rights, privileges, powers and franchises of the Glimpse Foundation shall vest in NGS, and all debts, liabilities and duties of the Glimpse Foundation shall become the debts, liabilities and duties of NGS.

(c) Articles of Incorporation; Bylaws. At the Effective Time, the Charter of NGS, as in effect immediately prior to the Effective Time, shall be the Charter of the Surviving Corporation until thereafter amended as permitted by applicable law. The Bylaws of the NGS, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as permitted by applicable law. No change in either the Charter or the Bylaws of NGS is contemplated as a result of this merger.

(d) Directors and Officers. At the Effective Time, the directors and officers of NGS immediately prior to the Effective Time shall be the directors and officers of NGS following the Effective Time, until their respective successors are duly elected or appointed and qualified. The directors and officers of the Glimpse Foundation shall resign as of the Effective Time.

**Section 1.2. Taking of Necessary Action; Further Action.** Each of Glimpse Foundation and NGS will take all such reasonable and lawful action as may be necessary or desirable in order to effectuate the Merger in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest NGS with full right, title and possession to all assets, property, rights, privileges and powers of the Glimpse Foundation, the officers and directors of NGS and Glimpse Foundation are fully authorized in the name of their respective corporations to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

**Section 1.3. Closing; Effective Time.**

(a) The closing of the transactions contemplated by this Agreement (the "Closing") and all actions specified in this Agreement to occur at the Closing shall take place at the offices of National Geographic Society, 1145 Seventeenth Street, NW, Washington, DC 20036, at 10:00 a.m., local time, no later than the second business day following the day on which the last of the conditions set forth in Article V shall have been fulfilled or waived (if permissible) (other than those conditions which, by their nature, can be satisfied only at the Closing) or at such other time and place as NGS and the Glimpse Foundation shall agree. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date."

(b) When used in this Agreement, the term "Effective Time" shall mean the date and time of the filing of a certificate of merger with the Department of State of the State of Rhode Island and articles of merger with the Department of Consumer and Regulatory Affairs of the District of Columbia, following receipt of the required approvals from the State of Rhode Island, including the Office of the Attorney General and a Justice of the Supreme Court of the State of Rhode Island. The parties agree to take all actions reasonably necessary to promptly effectuate such filings following the approvals of the Attorney General and the Supreme Court of the State of Rhode Island.

**Section 1.4. Consideration.** Consideration from NGS for the merger shall be the assumption of the Liabilities for the ongoing operation of the Glimpse Foundation as part of the non-profit mission of NGS and other good and valuable consideration.

## **ARTICLE II. REPRESENTATIONS AND WARRANTIES OF NGS**

NGS represents and warrants to the Glimpse Foundation as follows:

**Section 2.1. Organization, Standing and Power.** NGS is a nonprofit corporation, duly organized, validly existing and in good standing under the DC Act and has the requisite corporate power and authority to carry on its operations as now being conducted.

**Section 2.2. Authority.** The execution and delivery by NGS of this Agreement and the consummation by NGS of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of NGS. This Agreement has been duly executed and delivered by NGS, and (assuming the valid authorization, execution and delivery of this Agreement by the Glimpse Foundation and the binding effect of this Agreement on the Glimpse Foundation) this Agreement constitutes the valid and binding obligation of NGS enforceable against NGS in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

### **Section 2.3. Consents and Approvals; No Violation.**

(a) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance with the provisions hereof, will not, (i) result in any violation of or conflict with any provision of the articles of incorporation or bylaws of NGS, as amended to date, or (ii) violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to NGS, except for such violations which would not, individually or in the aggregate, prevent or delay the consummation of, or materially adversely affect the ability of NGS to consummate the transactions contemplated hereby.

(b) Other than as set forth in Article V, no filing or registration with, or authorization, consent or approval of, any court, administrative or regulatory agency or commission or other governmental authority of competent jurisdiction (a "Governmental Authority"), is required by or with respect to NGS in connection with the execution, delivery and performance of this Agreement by NGS, or is necessary for the consummation of the transactions contemplated hereby, except where the failure to obtain such consent, approval or authorization or to make a filing or give such notice would not, individually or in the aggregate, prevent or delay the consummation of, or materially adversely affect the ability of NGS to consummate the transactions contemplated hereby.

**Section 2.4. Non-recourse to Board Members, Officers, Staff.** Glimpse Foundation acknowledges that the representations and warranties made herein are being made by NGS as a corporation, and that Glimpse Foundation shall not have recourse or indemnification from any member of the Board of NGS or any affiliate of NGS, or any their respective officers



or staff members in the event of a breach of any representation or warranty set forth herein.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF GREEN GUIDE**

The Glimpse Foundation represents and warrants to NGS as follows:

**Section 3.1. Organization, Standing and Power.** The Glimpse Foundation is a not-for-profit corporation duly organized, validly existing and in good standing under the RGL, and under the laws of each other jurisdiction in which such qualification, existence and/or standing is necessary to the conduct of its business and where the failure to be so qualified or to be in valid existence or in good standing would adversely affect the validity of, the enforceability of, or the ability of the Glimpse Foundation to perform its obligations under, this Agreement. The Glimpse Foundation has the requisite corporate power and authority and governmental approvals to own, lease and operate its properties and to carry on its operations as now being conducted. No receiver has been appointed of the whole or any part of the assets or undertakings of the Glimpse Foundation, no administrative order has been made (and no petition therefor has been presented) in relation to the Glimpse Foundation, no proposal for a voluntary arrangement between the Glimpse Foundation and any of its creditors has been made or is contemplated by the Glimpse Foundation and no petition has been presented, no order has been made and no resolution has been passed for the dissolution or winding up of the Glimpse Foundation. Section 3.1 of the letter dated the date hereof and delivered on the date hereof by the Glimpse Foundation to NGS, which relates to this Agreement and is hereinafter referred to as the "Disclosure Letter", and is attached as Exhibit A, sets forth a true and correct list, as of the date of this Agreement, of the names and titles of the current officers and directors of the Glimpse Foundation.

**Section 3.2. Structure and Voting Rights.**

- (a) The Glimpse Foundation has no capital stock.
- (b) The Glimpse Foundation has no members.
- (c) There are no directors of the Glimpse Foundation other than the current directors of the Glimpse Foundation, as identified in Section 3.1 of the Disclosure Letter. Such directors have voting rights only as directors and do not have voting rights as members of the Glimpse Foundation.
- (d) The Glimpse Foundation does not, directly or indirectly, own, of record or beneficially, or control any stock or other equity interests or otherwise exercise control, directly or indirectly, in any subsidiary or any other Person and is not participating in any joint venture, partnership, strategic relationship or similar arrangement.
- (e) The Glimpse Foundation does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into, or exchangeable or exercisable for, securities having the right to vote) on any matter.

**Section 3.3. Authority.** On or prior to the date of this Agreement, the Board of

Directors of the Glimpse Foundation, by resolutions duly adopted by majority vote at a meeting duly called and held at which a quorum was present or by unanimous written consent in lieu of such a meeting, has approved this Agreement in accordance with the RGL. The Glimpse Foundation has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Glimpse Foundation and the consummation by the Glimpse Foundation of the transactions contemplated hereby have been duly authorized by all necessary corporate action (including Board action) on the part of the Glimpse Foundation, subject to the filing of the Articles of Amendment as required by the DC Act. This Agreement has been duly executed and delivered by the Glimpse Foundation and (assuming the valid authorization, execution and delivery of this Agreement by NGS and the binding effect of this Agreement on NGS) constitutes the valid and binding obligation of the Glimpse Foundation enforceable against the Glimpse Foundation in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**Section 3.4. Consents and Approvals; No Violation.**

(a) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and compliance with the provisions hereof, will not, (i) result in any violation of or conflict with any provision of the Glimpse Foundation Articles of Incorporation or the Glimpse Foundation Bylaws, (ii) subject to the exceptions identified in Section 3.4 of the Disclosure Letter, and assuming that all consents, approvals, authorizations and other actions referred to Section 3.4(b) have been obtained and all filings and obligations referred to in Section 3.4(b) have been made, violate, conflict with or result in a breach of any provision of, or result in a modification or otherwise give to others a right of termination, cancellation or acceleration of any obligation, or constitute (with or without notice or lapse of time, or both) a default under, or result in the loss of a material benefit under, any provision of any material agreement or by which or to which any of the Glimpse Foundation's assets or properties may be bound or subject, or (iii) subject to the exceptions identified in Section 3.4 of the Disclosure Letter and in Section 3.4(b), materially violate any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Glimpse Foundation or any of its respective properties or assets, (iv) materially violate or result in a revocation or suspension of any Glimpse Foundation Permit, or (v) result in the creation or imposition of any material Lien upon any of the property or assets of the Glimpse Foundation pursuant to any provision of, any contract or Lien.

(b) Other than as set forth in Article V, no filing or registration with, or authorization, consent or approval of, any Governmental Authority is required by or with respect to the Glimpse Foundation in connection with the execution, delivery and performance of this Agreement by the Glimpse Foundation or is necessary for the consummation of the transactions contemplated hereby, except where the failure to obtain such consent, approval or authorization or to make a filing or give such notice would not, individually or in the aggregate, prevent or delay the consummation of, or materially adversely affect the ability of the Glimpse Foundation to consummate the transactions contemplated hereby.

**Section 3.5. Glimpse Foundation Articles of Incorporation and Glimpse Foundation Bylaws.** The Glimpse Foundation has heretofore furnished to NGS a complete and correct copy of the Glimpse Foundation Articles of Incorporation and the Glimpse Foundation Bylaws, each as amended to date. The Glimpse Foundation Articles of Incorporation and the Glimpse Foundation Bylaws are in full force and effect. The Glimpse Foundation is not in violation of any provision of the Glimpse Foundation Articles of Incorporation or the Glimpse Foundation Bylaws.

**Section 3.6. Financial Statements.**

(a) **Unaudited Financial Statements.** The Glimpse Foundation has delivered to NGS copies of the Glimpse Foundation's internal (unaudited) financial statements for the years ended December 31 2002 through 2007, and the four months ending April 30, 2008 (the "Unaudited Financial Statements"). The Unaudited Financial Statements were prepared by Glimpse Foundation internal staff, presumably in accordance with GAAP consistently applied throughout the period indicated; are presumably correct and complete in all material respects and fairly present the financial position and condition of the Glimpse Foundation at the respective dates thereof and the results of operations of the Glimpse Foundation for the period covered thereby, and contain no misstatements or omissions of a material fact.

(b) **Required Filings.** The Glimpse Foundation has also provided to NGS copies of several required annual financial filings and reports as requested by the NGS staff including prior year's IRS Forms 990 and 990T (2002-2006), 1099's (2002-7), and W-2s (2002-7) (the "Required Filings"). (The Unaudited Financial Statements and the Required Filings, together, the "Financial Statements".)

**Section 3.7. Absence of Certain Changes or Events.** Except as set forth in Section 3.7 of the Disclosure Letter, the Glimpse Foundation has conducted its business in the ordinary course, and there has been no material or adverse change in the business, properties, assets, reasonably anticipated prospects, operations or condition (financial or otherwise) of the Glimpse Foundation, and the Glimpse Foundation has no Knowledge of any such material or adverse change that is threatened, nor has there been any material damage, destruction or loss affecting the assets, properties, business, reasonably anticipated prospects, operations or condition (financial or otherwise) of the Glimpse Foundation, whether or not covered by insurance. Except as set forth on Section 3.7 of the Disclosure Letter, from June 30, 2006, the Glimpse Foundation has not taken, directly or indirectly, any of the actions identified in Section 4.1.

**Section 3.8. Tax Matters.**

(a) The Glimpse Foundation (i) is an organization described in, and operated in accordance with, Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), or corresponding provisions of prior law, and is not a "private foundation" as such term is defined under Section 509(a) of the Code, (ii) has received a determination letter from the Internal Revenue Service (the "IRS") to that effect, and such letter has not been modified, limited or revoked, (iii) is in compliance with all terms, conditions and limitations, if any, contained in such letter, and the facts and circumstances which form the basis

of such letter as represented to the IRS continue to exist, and (iv) is exempt from federal income taxes under Section 501(a) of the Code.

(b) The Glimpse Foundation has (i) duly filed (or has had filed on its behalf) with the appropriate governmental authorities all Tax Returns (as defined in Section 3.8(c)) required to be filed by it, and such Tax Returns are true, correct and complete, (ii) duly paid (or has had paid on its behalf) in full all Taxes (as defined in Section 3.8(c)) shown as due on such Tax Returns, (iii) not been subject to any Taxes on unrelated trade or business income under Sections 511 through 513 of the Code other than as shown on the Tax Returns, (iv) not incurred any liability for any excess benefit transactions under Section 4958 of the Code, and (v) has not incurred any liability in connection with any tax shelter transactions under Section 4965 of the Code. The liabilities and reserves for Taxes reflected in the Glimpse Foundation's most recent balance sheet to cover all Taxes for all periods ending at or prior to the date of such balance sheet have been determined in accordance with GAAP in all material respects. There are no material Liens for Taxes upon any property or asset of the Glimpse Foundation, except for Liens for Taxes not yet due or Taxes contested in good faith and reserved against in accordance with GAAP. There are no unresolved issues of law or fact arising out of a notice of deficiency, proposed deficiency or assessment from the IRS or any other governmental taxing authority with respect to Taxes of the Glimpse Foundation. The Glimpse Foundation is not a party to any agreement providing for the allocation or sharing of material Taxes with any entity. The Glimpse Foundation has withheld or collected and has paid over to the appropriate governmental entities (or are properly holding for such payment) all material Taxes required to be collected or withheld.

(c) For purposes of this Agreement, "Tax" (including, with correlative meaning, the term "Taxes") includes all federal, state, local and foreign income, profits, gross receipts, customs duty, sales, unemployment, employment (e.g., social security and withholdings) disability, use, property, withholding, excise, production, value added and occupancy taxes, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect to such penalties and additions, and "Tax Return" means any return, report or similar statement (including attached schedules) required to be filed with respect to any Tax, including without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

**Section 3.9. ERISA; Employee Plans; Employees.** Except as set forth in Section 3.9 of the Disclosure Letter, the Glimpse Foundation has (i) no material "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income and Security Act of 1974 ("ERISA") and (ii) except as set forth in Exhibit A, no written or oral employment contracts, plans, arrangements or policies providing for current compensation, bonuses or deferred compensation, disability, insurance, health or medical benefits, workers' compensation, severance or retirement benefits, whether or not subject to ERISA. Any such plan or arrangement intended to be qualified under Section 401(a) of the Code is the subject of a favorable determination letter issued by the IRS, which remains in full force and effect. Section 3.9 of the Disclosure Letter sets forth the current names, titles and annual salaries of all directors, officers, and employees of the Glimpse Foundation.

**Section 3.10. Actions and Proceedings.** Except as set forth in Section 3.10 of

the Disclosure Letter, there is no outstanding order, judgment, injunction, award or decree of any Governmental Authority against or involving (i) the Glimpse Foundation, its properties, assets or operations, or (ii) to the Knowledge of the Glimpse Foundation, any of the present or former directors, officers, employees, consultants or agents of the Glimpse Foundation, as such. Except as set forth in Section 3.10 of the Disclosure Letter, there is no action, suit or claim, labor dispute, or legal, administrative or arbitral proceeding or investigation (including claims for workers' compensation or investigations by a Governmental Authority), suspension or debarment (including under the False Claims Act) pending or, to the Knowledge of the Glimpse Foundation, threatened against or involving the Glimpse Foundation or any of its present or former directors, officers, employees, consultants or agents, as such, or any of its properties, assets or operations.

**Section 3.11. Intellectual Property.**

(a) “Intellectual Property” means all intellectual property or other proprietary rights of every kind, foreign or domestic, including all patents, patent applications, inventions (whether or not patentable), processes, products, technologies, discoveries, copyrightable and copyrighted works, apparatus, trade secrets, trademarks, trademark registrations and applications, domain names, service marks, service mark registrations and applications, trade names, trade secrets, know-how, trade dress, copyright registrations, customer lists, confidential marketing and customer information, licenses, confidential technical information, software, and all documentation thereof.

(b) To the best of its knowledge, the Glimpse Foundation owns or has the right to use, whether through ownership, licensing or otherwise, all Intellectual Property significant to the operations of the Glimpse Foundation and the Intellectual Property does not infringe the rights of third parties.

**Section 3.12. Title to and Sufficiency of Assets.**

(a) The Glimpse Foundation owns, and as of the Effective Time the Glimpse Foundation will own, good and marketable title to all of its assets constituting personal property (excluding, for purposes of this sentence, assets held under leases), free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions (collectively, “Liens”), except as disclosed in Section 3.12 of the Disclosure Letter. Such assets, together with all assets held by the Glimpse Foundation under leases, include all tangible and intangible personal property, contracts and rights required or appropriate for the operation of the business of the Glimpse Foundation as presently conducted.

(b) With respect to grants, monies or funds from any foundation, endowment, or other type of donor of any kind, or any other revenue constituting “Support” as reflected on the Tax Returns of Glimpse Foundation, and other than as set forth in Exhibit A, all such funds are unrestricted and shall be transferable as part of the merger, and no such funds shall become forfeit or subject to repayment as a result of the merger and related transactions contemplated by this Agreement.

(c) The Glimpse Foundation does not own, nor has it ever owned or leased,

any real property.

**Section 3.13. Disclosure.** No representation or warranty made by the Glimpse Foundation contained in this Agreement and in documents delivered to NGS by the Glimpse Foundation, nor any writing, certificate, exhibit, list or other instrument required to be furnished by the Glimpse Foundation to NGS pursuant hereto, contains or will contain any false or misleading statement of material fact or omits or will omit any material fact necessary in order to make the statements and information contained herein or therein not false or misleading.

**Section 3.14. Non-Recourse to Board Members, Officers, Staff.** NGS acknowledges that the representations and warranties made herein are being made by the Glimpse Foundation as a corporation, and that NGS shall not have recourse or indemnification from any member of the Board of the Glimpse Foundation or any officer or staff member in the event of a breach of any representation or warranty set forth herein.

#### ARTICLE IV. COVENANTS RELATING TO CONDUCT OF BUSINESS

**Section 4.1. Conduct of Business by the Glimpse Foundation Pending the Reorganization.** Except as expressly permitted by clauses (i) through (xvii) of this Section 4.1, during the period from the date of this Agreement through the Effective Time, the Glimpse Foundation shall carry on its operations only in the ordinary course and in the same manner as currently conducted and, to the extent consistent therewith, use reasonable best efforts to preserve intact its current business organization, keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall be unimpaired at the Effective Time. In accordance with the foregoing, and except as otherwise expressly contemplated by this Agreement or as set forth in the Disclosure Letter (with specific reference to the applicable subsection below), the Glimpse Foundation shall not, without the prior written consent of NGS:

(i) amend the Glimpse Foundation Articles of Incorporation or Glimpse Foundation Bylaws or amend or terminate any employment agreement (if any) or create any Subsidiary;

(ii) fail to deal exclusively with NGS concerning a potential acquisition;

(iii) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, limited liability company, partnership, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets other than in the ordinary course of business consistent with past practice;

(iv) sell, lease or otherwise dispose of, or agree to sell, lease or otherwise dispose of, any of its assets, other than sales of inventory that are in the ordinary course of business consistent with past practice, or mortgage or

otherwise encumber any of its property or assets other than in the ordinary course of business and consistent with past practice;

(v) incur or become contingently liable with respect to any indebtedness for borrowed money, or issue any debt securities, or make any loans, advances or capital contributions to, or other investments in, any other Person, other than in the ordinary course of business consistent with past practices or post any bond or enter into any letter of credit or other similar arrangement;

(vi) provide any guarantee, including any performance guarantee or any guarantee of indebtedness for borrowed money;

(vii) alter (through merger, liquidation, reorganization, restructuring or in any other fashion) the corporate structure or ownership of the Glimpse Foundation;

(viii) enter into, adopt, amend or terminate any severance plan, agreement or arrangement or enter into, adopt or amend any benefit plan or employment, retention or consulting agreement or other similar agreement or arrangement;

(ix) except as provided in Section 4.1(viii) of the Disclosure Letter, increase the compensation payable or to become payable to its directors, officers or employees (except for increases in the ordinary course of business consistent with past practice in salaries or wages of employees of the Glimpse Foundation who are not officers of the Glimpse Foundation) or grant any severance or termination pay to, any director or officer of the Glimpse Foundation, or establish, adopt, enter into, or, except as may be required to comply with applicable law, amend in any material respect or take action to enhance or accelerate any rights or benefits under, any labor, collective bargaining, bonus, profit sharing, thrift, compensation, pension, retirement, deferred compensation, employment, termination, severance, retention or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee;

(x) Knowingly violate or Knowingly fail to perform any obligation or duty imposed upon it by any applicable federal, state, local or foreign law, rule, regulation, guideline or ordinance, or under any order, settlement agreement or judgment or become subject to any Taxes on unrelated trade or business income under Sections 511 through 513 of the Code;

(xi) make any change to accounting policies or procedures (other than actions required to be taken by GAAP) or, make any revaluation by the Glimpse Foundation of any asset (including, without limitation, any write down of the value of contracts or accounts receivable (whether billed or unbilled));

(xii) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is inconsistent with positions taken, elections made or methods used

in preparing or filing similar Tax Returns in prior periods (it being understood and agreed that NGS shall be permitted to review and comment upon any Tax Return for a period of at least ten business days prior to its filing);

(xiii) make or rescind any express or deemed tax election related to Taxes or change any of its methods of reporting income or deductions for Tax purposes;

(xiv) make or file a claim for refund of Taxes, or commence any litigation or proceeding with respect to any material Tax liability or settle or compromise any material Tax liability or commence any other litigation or proceedings or settle or compromise any other material claims or litigation;

(xv) enter into, amend or terminate any material agreements (whether written or oral), other than in the ordinary course of business consistent with past practice; or purchase any real property or fixed assets; or make or agree to make any new capital expenditure or expenditures except in the ordinary course of business consistent with past practice;

(xvi) except in the ordinary course of business consistent with past practice, enter into or amend any agreement or contract with any other Person pursuant to which the Glimpse Foundation is the licensor or licensee of any Intellectual Property;

(xvii) pay, discharge or satisfy any claims, liabilities or obligations (whether or not absolute, accrued, asserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities adequately reflected or reserved against in, the most recent financial statements (or the notes thereto) of the Glimpse Foundation or incurred in the ordinary course of business consistent with past practice; or

(xviii) authorize, recommend, propose or announce an intention to do any of the foregoing, or enter into any contract, agreement, commitment or arrangement to do any of the foregoing.

**Section 4.2. Filing of Tax Returns.** The Glimpse Foundation will prepare in a manner consistent with past practice of the Glimpse Foundation and timely file all Tax Returns required to be filed by the Glimpse Foundation, the due date of which (without extensions) occurs on or before the Closing Date and the Glimpse Foundation shall pay all Taxes due with respect to any such Tax Returns. At least 30 days prior to the due date for filing such Tax Returns, the Glimpse Foundation shall make available to NGS a draft of such Tax Returns as the Glimpse Foundation proposes to file. NGS shall have an opportunity to review and comment on the draft of such Tax Returns.

**Section 4.3. Access to Information.** Subject to currently existing contractual and legal restrictions applicable to the Glimpse Foundation, the Glimpse Foundation shall afford



to the accountants, counsel, financial and other advisors, affiliates and other representatives of NGS (collectively, “NGS Representatives”) access to, and permit them to make such inspections as they may request of, during the period from the date of this Agreement through the Effective Time, all of its properties, books, contracts, commitments and records (including engineering records and Tax Returns and the work papers of independent accountants, if available and subject to the consent of such independent accountants) and, during such period, the Glimpse Foundation shall (i) furnish promptly to NGS all other information concerning its business, properties and personnel as NGS may reasonably request, and (ii) promptly make available to NGS all personnel of the Glimpse Foundation knowledgeable about matters relevant to such inspections. Any such investigation or examination shall be conducted at reasonable times after providing reasonable prior notice and under reasonable circumstances and the Glimpse Foundation shall cooperate with NGS and all NGS Representatives in connection with, and in furtherance of, all of the foregoing. The Glimpse Foundation shall cause its officers and employees to, and shall use reasonable efforts to cause its consultants, agents, accountants and attorneys to, cooperate fully with such investigation or examination. No investigation (including pursuant to this Section 4.3) or actual or constructive knowledge (irrespective of the manner in which obtained) of NGS, or of any NGS Representative at any time prior to or after the date of this Agreement (including, for the avoidance of doubt, after the Effective Time) shall affect any representation, warranty, indemnity, right, remedy or obligation in this Agreement of any party hereto or any condition to the obligations of the parties hereto.

**Section 4.4. Notification of Certain Matters.** NGS shall give prompt notice to the Glimpse Foundation, and the Glimpse Foundation shall give prompt notice to NGS, of: (i) the occurrence, or non-occurrence, of any event or circumstance, the occurrence, or non-occurrence, of which it is aware and which would be reasonably likely to cause (x) any representation or warranty contained in this Agreement and made by it to be untrue or inaccurate in any material respect or (y) any covenant, condition or agreement contained in this Agreement and made by it not to be complied with or satisfied in all material respects, and (ii) any failure of NGS or the Glimpse Foundation, as the case may be, to comply in a timely manner with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder. In addition to, and not in lieu of, the foregoing, the Glimpse Foundation shall give prompt notice to NGS if any of the following occurs after the date of this Agreement: (i) any notice of, or other communication relating to, a default, or event which with notice or lapse of time or both would become a default, under any Glimpse Foundation agreement; (ii) receipt of any notice or other communication in writing from any person alleging that the consent of such person is or may be required in connection with the transactions contemplated by this Agreement, other than a consent disclosed pursuant to Section 3.4 or not required to be disclosed pursuant to the terms thereof; (iii) receipt of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; or (iv) the commencement or threat of any material litigation involving or affecting the Glimpse Foundation, or any of its property or assets. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 4.4 shall not limit or otherwise affect in any way the remedies available hereunder to the party receiving such notice.

**Section 4.5. Reasonable Best Efforts**

(a) Upon the terms and subject to the conditions set forth in this Agreement,

each of the parties agrees to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including: (i) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from all Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authority, (ii) the obtaining of all necessary consents, approvals or waivers from third parties; provided, however, that, with respect to Sections 4.5(a)(i) and 4.5(a)(ii), the Glimpse Foundation shall not offer or pay any consideration, or make any agreement or understanding affecting the business, assets, properties or liabilities of the Glimpse Foundation, in order to obtain any such consents, approvals or waivers, except with the prior written consent of NGS, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement, any employment agreement, or the consummation of the transactions contemplated hereby, including seeking to have any stay, temporary restraining order or preliminary injunction entered by any court or other Governmental Authority vacated or reversed, and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement. No party to this Agreement shall consent to any voluntary delay of the consummation of the Reorganization at the behest of any Governmental Authority without the consent of the other parties to this Agreement, which consent shall not be unreasonably withheld.

(b) Each party shall use all reasonable best efforts not to take any action, or enter into any transaction, which would cause any of its representations or warranties contained in this Agreement to be untrue or result in a breach of any covenant made by it in this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement (including Section 4.5(a) hereof), in connection with any filing or submission required or action to be taken by either NGS or the Glimpse Foundation or any Governmental Authority to effect the transactions contemplated hereby, the Glimpse Foundation shall not, without NGS' prior written consent, commit to any divestiture transaction, and neither NGS nor any of its affiliates shall be required to divest or hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to, or its ability to retain, the Glimpse Foundation or any of the businesses, product lines or assets of NGS or any of its Subsidiaries.

**Section 4.6. Public Announcements.** NGS and the Glimpse Foundation will not issue any press release with respect to the transactions contemplated by this Agreement or otherwise issue any written public statements with respect to such transactions without the prior written consent of the other party, except as may be required by applicable law, in which case the party making such disclosure will first provide to the other party the text of the proposed disclosure, the reasons such disclosure is required and the time and manner in which the disclosure is intended to be made.

## ARTICLE V. CONDITIONS PRECEDENT TO THE REORGANIZATION

**Section 5.1. Conditions to Each Party's Obligation to Effect the Reorganization.** The respective obligations of each party to effect the Reorganization shall be subject to the fulfillment at or prior to the Effective Time of the following conditions, unless waived in writing prior to the Closing Date by such party:

(a) Approvals. All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any Governmental Authority that are necessary to effect the transactions contemplated hereby shall have been obtained, shall have been made or shall have occurred, and shall be in full force and effect. A list of filings to be made with the Office of the Secretary of State of the State of Rhode Island is attached as Exhibit B and a description of the filing to be made with the Department of Consumer and Regulatory Affairs of the District of Columbia is attached as Exhibit C.

**Section 5.2. Condition to Obligation of the Glimpse Foundation to Effect the Reorganization.** The obligation of the Glimpse Foundation to effect the Reorganization shall be subject to the fulfillment at or prior to the Effective Time of the following additional condition, unless waived in writing prior to the Closing Date by the Glimpse Foundation:

(a) Performance of Obligations; Representations and Warranties. NGS shall have performed in all material respects each of its agreements contained in this Agreement required to be performed on or prior to the Effective Time, each of the representations and warranties of NGS contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified shall be true and correct in all material respects on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct in all material respects as of such certain date), in each case except as contemplated or permitted by this Agreement.

**Section 5.3. Conditions to Obligation of NGS to Effect the Reorganization.** The obligations of NGS to effect the Reorganization shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions, unless waived in writing prior to the Closing Date by NGS:

(a) Performance of Obligations; Representations and Warranties. The Glimpse Foundation shall have performed in all material respects each of its agreements contained in this Agreement required to be performed on or prior to the Effective Time, each of the representations and warranties of the Glimpse Foundation contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified shall be true and correct in all material respects on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true

and correct in all material respects as of such certain date), in each case except as permitted by this Agreement.

(b) Approval by Boards. The Board of Trustees of NGS and the Board of Directors of Glimpse Foundation shall approve the merger contemplated by this Agreement either by unanimous written consent or resolution at a meeting duly called.

(c) Resignations of Directors and Officers of Glimpse Foundation. NGS shall have received the written resignations of all directors and officers of the Glimpse Foundation, effective as of the Effective Time.

(d) Absence of Material Liabilities or Commitments. The absence of any material liability or commitment outside the ordinary course.

(e) No Material Deviation from Financial Condition. There has been no material deviation of the Glimpse Foundation's financial condition from that presented in the Financial Statements.

## ARTICLE VI. TERMINATION, AMENDMENT AND WAIVER

**Section 6.1. Termination.** This Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written consent of NGS and the Glimpse Foundation;

(b) by either NGS or the Glimpse Foundation if the other party shall have failed to comply in all material respects with any of its covenants or agreements contained in this Agreement required to be complied with prior to the date of such termination, which failure to comply has not been cured within five business days following receipt by such other party of written notice of such failure to comply;

(c) by either NGS or the Glimpse Foundation if there has been (i) a breach by the other party of any representation or warranty that is not qualified as to materiality which has the effect of making such representation or warranty not true and correct in all material respects or (ii) a breach by the other party of any representation or warranty that is qualified as to materiality, in each case which breach has not been cured within five business days following receipt by the breaching party of written notice of the breach; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(c) shall not be available to any party if such party at such time is in material breach of any representation, warranty, covenant or agreement set forth in this Agreement;

(d) by NGS or the Glimpse Foundation, by written notice to the other if for any reason, the Reorganization has not been effected on or prior to the close of business on June 30, 2008; provided, however, that the right to terminate this Agreement pursuant to this Section 6.1(d) shall not be available to any party (A) whose failure to fulfill any of its obligations contained in this Agreement has been the cause of, resulted in, or contributed to, the failure of the Reorganization to have occurred on or prior to the aforesaid date; (B) who has failed to



# State of Rhode Island and Providence Plantations

**A. Ralph Mollis**

*Secretary of State*

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, 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:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

*Secretary of State*

