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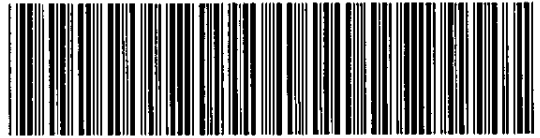
(Business Entity Name)

(Document Number)

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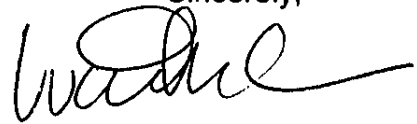
C. CARROTHERS

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL32314

Dear Sir or Madam

Enclosed find merger documents for the merger of Environment Florida, Inc, a Florida nonprofit, with Environment America, Inc. and Environment Colorado, Inc. Also find enclosed a check for the \$105 filing fee.
Call Lucie Coleman at (303)573-5995 ex 332 with any questions.

Sincerely,



Lucie Coleman
Legal Administrator
The Public Interest Network
1543 Wazee St. STE 400
Denver, CO 80202
Legal@publicinterestnetwork.org
w: (303)573-5995 ex 332
C: (914)417-1454

FIND ATTACHED:

Articles of Merger
Plan of Merger
Check for \$105 – filing fee
Environment America, Inc. Certificate of Good Standing
Environment America, Inc. bylaws
Environment America, Inc. Articles of Incorporation

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Environment America, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Lucie Coleman

(Contact Person)

Environment America, Inc.

(Firm/Company)

1543 Wazee St, 4th Floor

(Address)

Denver, CO 80202

(City/State and Zip Code)

For further information concerning this matter, please call:

Lucie Coleman

(Name of Contact Person)

At (303) 573-5995 x332
(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED

ARTICLES OF MERGER**(Not for Profit Corporations)**

2015 AUG 11 PM 4:26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Environment America, Inc.	Colorado	F15000002308

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Environment Florida, Inc.	Florida	N06000008140
Environment Colorado, Inc.	Colorado	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 08 / 31 / 15 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III Environment America, Inc.

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 9/28/15. The number of directors in office was 5. The vote for the plan was as follows: 3 FOR 0 AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III Environment Florida, Inc.

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 9/29/15. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

*Find information for the Adoption of Merger by Environment Colorado on following page *

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s) Continued

SECTION III: ENVIRONMENT COLORADO, INC.

There are no members of members entitled to vote on the plan of merger.

The plan of merger was adopted by the board of directors on 8/5/15. The number of directors in office was 5. The vote for the plan was as follows: 3 FOR, 0 AGAINST.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Environment Florida, Inc.

DocuSigned by:
Dan Jacobson

Dan Jacobson

Tresurer

Environment America, Inc.

DocuSigned by:
Elizabeth Ouzts

Elizabeth Ouzts

Board Member

Environment Colorado, Inc.

DocuSigned by:
Marjorie Alt

Marjorie Alt

Secty

PLAN OF MERGER/ARTICLES OF MERGER

AGREEMENT BETWEEN ENVIRONMENT AMERICA, INC., ENVIRONMENT COLORADO, INC., AND ENVIRONMENT FLORIDA, INC.

THIS AGREEMENT is made this 5 day of August, 2015, by and between the following nonprofit corporations: Environment America, Inc., a Colorado nonprofit corporation, Environment Colorado, Inc., a Colorado nonprofit corporation, and Environment Florida, Inc., a Florida nonprofit corporation, collectively referred to as "the Parties."

WHEREAS, Environment America, Inc. ("Environment America") is organized and operated for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, ~~Environment America~~ Environment Colorado, Inc. ("Environment Colorado") is organized and operated for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, Environment Florida, Inc. ("Environment Florida") is organized and operated for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

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

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

1. Merger

- a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), Environment Colorado and Environment Florida shall be merged with and into Environment America, whereupon the separate existence of Environment Colorado and Environment Florida will cease and Environment America shall be the surviving corporation in the merger (the "Surviving Corporation").
- b. As soon as practicable, Environment America, Environment Colorado, and Environment Florida will file articles of merger (the Articles of Merger) with the Corporate Division of the Office of the Secretary of State of the State of Colorado and with the Secretary of State of the State of Florida, and make all other filings or recordings required by applicable law in connection with the Merger.

- c. The merger shall be effective as of August 31, 2015 (the "Effective Date").
- d. From and after the Effective Date, Environment America shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights of ownership of the assets and property; and all privileges, powers and franchises of Environment Colorado and Environment Florida, including but not limited to any and all contributions, gifts or any other payments directed to Environment America, Environment Colorado, or Environment Florida, regardless of whether such contributions, gifts or payments are made before or after the Effective Date. All of the assets and property of whatever kind and character of Environment Colorado and Environment Florida shall vest in Environment America, as the Surviving Corporation, without further deed. The Surviving Corporation shall have all debts, liabilities and obligations of Environment Colorado, and Environment Florida.

2. Surviving Corporation.

- a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective Date shall be the Articles of Incorporation of Environment America until or unless amended in accordance with applicable laws.
- b. The bylaws of the Surviving Corporation in effect at the Effective Date shall be the bylaws of Environment America until or unless amended in accordance with the terms of the Articles of Incorporation.
- c. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities.
- d. All of the directors of Environment America at the Effective Date shall constitute the members of the Board of Directors of the Surviving Corporation. The officers of Environment America at the Effective Date shall be the officers of the Surviving Corporation and shall hold the same office.
- e. After the Effective Date, the Surviving Corporation shall prepare and file any requisite filings with the Internal Revenue Service in connection with the Merger, including final annual information returns for Environment Colorado and Environment Florida and the disclosure of the Merger in the annual information return of the Surviving Corporation.
- f. As of the Effective Date, all formal supporters of Environment Colorado and Environment Florida, including Contributing Members and Affiliation Members as described in the bylaws of Environment Colorado or Environment Florida, shall be formally recognized as supporters of the Surviving Corporation and shall be entitled to the rights of Members or Affiliation Members as described in the bylaws of Environment America, so long as they continue to meet the requirements for such classification under the bylaws of Environment America.

All contributions to Environment Colorado or Environment Florida made prior to the Effective Date shall be considered contributions to Environment America for the purposes of determining eligibility for supporting membership Individuals who currently satisfy the requirements of "membership" as defined by the Federal Election Campaign Act and, to the extent applicable, similar state law in Environment Colorado or Environment Florida shall continue to satisfy the requirements of "membership" in Environment America.

3. Representations and Warranties.

- a. Environment Colorado represents and warrants to Environment America and Environment Florida that:
 - i. Environment Colorado is duly organized, validly existing and in good standing under the laws of the State of Colorado.
 - ii. Environment Colorado is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
 - iii. Environment Colorado has made available to Environment America and Environment Florida complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. Environment Colorado has made available to Environment America and Environment Florida copies of its financial statements from the years 2012-present.
 - v. Environment Colorado has duly complied with all obligations and duties that it owes under each Environment Colorado Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any Environment Colorado Contract and Environment Colorado has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Environment Colorado Contract. Environment Colorado is not a party to any Environment Colorado Contract of which it or, to its knowledge, any other party, is in default, Environment Colorado has not given or received any correspondence or other notice (whether written or oral) with respect to any actual, alleged or potential violation, repudiation, breach or default under or any demand for renegotiation or termination with respect to any Environment Colorado Contract, and there has been no change, effect, event, occurrence, state of facts or development that, with notice or the passage of time or both, could constitute a default under any Environment Colorado Contract. Each Environment Colorado Contract is

legal, valid and binding on Environment Colorado and the other parties thereto, is in full force and effect and is enforceable against Environment Colorado and against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity).

- vi. Except as individually or in the aggregate would not reasonably be expected to have a material adverse effect on the operations of Environment Colorado, (a) to the knowledge of Environment Colorado, the conduct of the business of Environment Colorado as currently conducted does not infringe or otherwise violate the Intellectual Property rights of any third party, (b) with respect to Intellectual Property used by, owned by or licensed by or to Environment Colorado ("Environment Colorado Intellectual Property"), Environment Colorado owns the entire right, title and interest in the Environment Colorado Intellectual Property purported to be owned by Environment Colorado and has the right to use the other Environment Colorado Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of Environment Colorado, no third party is infringing or otherwise violating the Environment Colorado Intellectual Property rights, and (d) Environment Colorado has taken reasonable actions to protect and maintain the Environment Colorado Intellectual Property (including Environment Colorado Intellectual Property that is confidential in nature).
- vii. Environment Colorado has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon Environment Colorado or its use of any assets.
- viii. Environment Colorado has received the consent of the National Association of Organizations in the Public Interest, Inc. to enter into and complete the merger described in this Agreement. Environment Colorado does not require the consent of its members or of any other entity to complete the merger as described.
- ix. Since the date of the last financial statement provided to Environment America and Environment Florida, Environment Colorado has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of Environment Colorado except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.
- x. Except as disclosed in the Environment Colorado Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims,

hearings, investigations or proceedings pending against, or, to the knowledge of Environment Colorado's officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to Environment Colorado's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. Environment Colorado understands and accepts that Environment America may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.
- b. Environment Florida represents and warrants to Environment America and Environment Colorado that:
 - i. Environment Florida is duly organized, validly existing and in good standing under the laws of the State of Florida.
 - ii. Environment Florida is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
 - iii. Environment Florida has made available to Environment America and Environment Colorado complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. Environment Florida has made available to Environment America and Environment Colorado copies of its financial statements from the years 2012-present.
 - v. Environment Florida has duly complied with all obligations and duties that it owes under each Environment Florida Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any Environment Florida Contract and Environment Florida has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Environment Florida Contract. Environment Florida is not a party to any Environment Florida Contract of which it or, to its knowledge, any other party, is in default, Environment Florida has not given or received any correspondence or other notice (whether written or oral) with respect to any actual, alleged or potential violation, repudiation, breach or default under or any demand for renegotiation or termination with respect to any

Environment Florida Contract, and there has been no change, effect, event, occurrence, state of facts or development that, with notice or the passage of time or both, could constitute a default under any Environment Florida Contract. Each Environment Florida Contract is legal, valid and binding on Environment Florida and the other parties thereto, is in full force and effect and is enforceable against Environment Florida and against the other parties thereto in accordance with its terms (except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity).

- vi. Except as individually or in the aggregate would not reasonably be expected to have a material adverse effect on the operations of Environment Florida, (a) to the knowledge of Environment Florida, the conduct of the business of Environment Florida as currently conducted does not infringe or otherwise violate the Intellectual Property rights of any third party, (b) with respect to Intellectual Property used by, owned by or licensed by or to Environment Florida ("Environment Florida Intellectual Property"), Environment Florida owns the entire right, title and interest in the Environment Florida Intellectual Property purported to be owned by Environment Florida and has the right to use the other Environment Florida Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of Environment Florida, no third party is infringing or otherwise violating the Environment Florida Intellectual Property rights, and (d) Environment Florida has taken reasonable actions to protect and maintain the Environment Florida Intellectual Property (including Environment Florida Intellectual Property that is confidential in nature).
- vii. Environment Florida has received the consent of the National Association of Organizations in the Public Interest, Inc. to enter into and complete the merger described in this Agreement. Environment Florida does not require the consent of its members or of any other entity to complete the merger as described.
- viii. Since the date of the last financial statement provided to Environment America and Environment Colorado, Environment Florida has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of Environment Florida except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.
- ix. Except as disclosed in the Environment Florida Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the

knowledge of Environment Florida's officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to Environment Florida's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- x. Environment Florida has not received nor is the beneficiary of any grant, bequest or endowment that imposes any restriction, limitation, time period or conditions of any kind whatsoever (collectively, "Restrictions") upon Environment Florida or its use of any assets.
 - xi. Environment Florida understands and accepts that Environment America may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.
- c. Environment America represents and warrants to Environment Colorado and Environment Florida that:
- i. Environment America is duly organized, validly existing and in good standing under the laws of the State of Colorado.
 - ii. Environment America is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities makes such qualification necessary.
 - iii. Environment America has made available to Environment Colorado and Environment Florida complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. Environment America has made available to Environment Colorado and Environment Florida copies of its financial statements from the years 2012-present.
 - v. Environment America has received the consent of the National Association of Organizations in the Public Interest, Inc. to enter into and complete the merger described in this Agreement. Environment America does not require the consent of its members or of any other entity to complete the merger as described.
 - vi. Since the date of the last financial statement provided to Environment Colorado and Environment Florida, Environment America has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of Environment

America except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the Surviving Corporation.

- vii. Except as disclosed in the Environment America Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of Environment America's officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to Environment America's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- viii. Environment America may conduct simultaneous mergers with other organizations during the course of the implement of the merger described in this Agreement. No such merger shall alter the general mission of the Surviving Corporation.

4. Covenants.

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

- ii. Environment Florida shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of Environment America and Environment Colorado.
 - iii. Environment Florida will coordinate with Environment America and Environment Colorado regarding any press releases or public announcements regarding the merger.
 - iv. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- c. Environment America covenants and agrees as of the date hereof and until the Effective Date:
 - i. With the exception of possible simultaneous mergers as noted in Section 3, the business of Environment America shall be conducted in the ordinary and usual course and, to the extent consistent therewith, Environment America shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. Environment America will coordinate with Environment Colorado and Environment Florida regarding any press releases or public announcements regarding the merger.
 - iii. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
- 5. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the merger abandoned for any reason whatsoever upon the majority vote of the Board of Directors of any of the Parties.
- 6. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the Parties.
- 7. Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Colorado, except to the extent that the laws of the State of Florida apply to the merger.
- 8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, with respect to the subject matter hereof.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Environment Colorado, Inc.

DocuSigned by:

Marjorie Alt

Signed 6C0D38759D13486...

Marjorie Alt

Name

Secretary

Title

Environment Florida, Inc.

DocuSigned by:

Dan Jacobson

Signed 28DCE999568D474...

Dan Jacobson

Name

Treasurer

Title

Environment America, Inc.

DocuSigned by:

Elizabeth Ouzts

Signed A188B5433748453...

Elizabeth Ouzts

Name

Board Member

Title

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Ginette Dennis, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Environment America, Inc.

is a
Nonprofit Corporation

formed or registered on 08/10/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061274620 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/28/2006 that have been posted, and by documents delivered to this office electronically through 12/01/2006 @ 14:31:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 12/01/2006 @ 14:31:29 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 6645877 .



Ginette Dennis

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

Environment America, Inc.
Articles of Incorporation – Attachment of Additional Provisions

Purposes

The purposes of the corporation are to engage in public interest research, policy development, analysis, public education, litigation, and advocacy to protect the environment and people of the United States of America, including, but not limited to, the quality of America's air, water, and land; and to engage in and carry on any activities not in conflict with Internal Revenue Code Section 501(c)(4) under which this organization shall be organized and operated exclusively.

Dissolution

Upon dissolution of the corporation, the Board of Directors, after making provision for the payment of all liabilities of the corporation, shall arrange for the distribution of all the assets of the corporation to one or more organizations which are exempt from federal income tax under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code.