

F15000002335

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

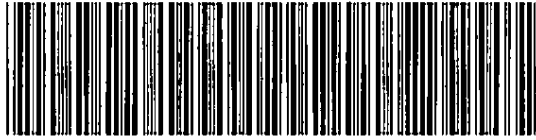
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500368928055

500368928055
05/25/21 --01026--011 **280.00

FILED
Jun 24, 2021 08:00 AM
Secretary of State

EFFECTIVE DATE

June 30, 2021
Merger

JUL 22 2021
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Environment America Research and Policy Center, 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:

Eve Deveau, Assistant General Counsel

(Contact Person)

The Public Interest Network

(Firm/Company)

1543 Wazee Street, Ste. 410

(Address)

Denver, CO 80202

(City/State and Zip Code)

For further information concerning this matter, please call:

Eve Deveau _____ At (845) 943-0147
(Name of Contact Person) (Area Code & Daytime Telephone Number)

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

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

EFFECTIVE DATE
June 30, 2021

ARTICLES OF MERGER
(Not for Profit Corporations)

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

FILED
Jun 24, 2021 08:00 AM
Secretary of State

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Environment America Research and Policy Center, Inc.	Colorado	F15000002335

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Environment Florida Research and Policy Center, Inc.	Florida	N06000008194
Wisconsin Environment Research and Policy Center, Inc.	Wisconsin	
Environment Ohio Research and Policy Center, Inc.	Ohio	
Environment New Mexico Research and Policy Center, Inc.	New Mexico	
Environment New Jersey Research and Policy Center, Inc.	New Jersey	

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 06 / 30 / 2021 (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

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 May 12, 2021. The number of directors in office was 7. The vote for the plan was as follows: 5 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

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 see attachment. The number of directors in office was see attachment. The vote for the plan was as follows: see attachment FOR see attachment AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
Environment America Research and Policy Center, Inc.	<small>DocuSigned by: 7F05C30F750A1F4</small> Wendy Wendlandt	Wendy Wendlandt, Chair
Environment Florida Research and Policy Center, Inc.	<small>DocuSigned by: 0F7C7A8A9C248C</small> Mark Ferrulo	Mark Ferrulo, Secretary
Wisconsin Environment Research and Policy Center, Inc.	<small>DocuSigned by: 99F778C0C2844D</small> David Masur	David Masur, President
Environment Ohio Research and Policy Center, Inc.	<small>DocuSigned by: 5AB7CAB9E8F4DA</small> Ellen Montgomery	Ellen Montgomery, President
Environment New Mexico Research and Policy Center, Inc.	<small>DocuSigned by: 3E48F1D3D0C848D</small> Jeanne Bassett	Jeanne Bassett, Secretary
Environment New Jersey Research and Policy Center, Inc.	<small>DocuSigned by: 7329A2F7428E7</small> Allison Cairo	Allison Cairo, Treasurer
Environment Colorado Research and Policy Center, Inc.	<small>DocuSigned by: 83A8E0C6CF5473</small> Doug Casler	Doug Casler, Treasurer
Environment Arizona Research and Policy Center, Inc.	<small>DocuSigned by: 3E48F1D3D0C848D</small> Jeanne Bassett	Jeanne Bassett, President

Attachment to Articles of Merger (Not for Profit Corporation)

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Environment Colorado Research and Policy Center, Inc.	Colorado
Environment Arizona Research and Policy Center, Inc.	Arizona

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)

(COMPLETE ONLY ONE SECTION)

SECTION III

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

The plan of merger was adopted by the members of Environment Colorado Research and Policy Center, Inc. on May 19, 2021. The number of directors in office was 4. The vote for the plan was as follows: 3 FOR 0 AGAINST

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

The plan of merger was adopted by the members of Environment Arizona Research and Policy Center, Inc. on May 12, 2021. The number of directors in office was 3. The vote for the plan was as follows: 2 FOR 0 AGAINST

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

The plan of merger was adopted by the members of Environment Florida Research and Policy Center, Inc. on May 20, 2021. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

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

The plan of merger was adopted by the members of Environment Ohio Research and Policy Center, Inc. on May 21, 2021. The number of directors in office was 3. The vote for the plan was as follows: 2 FOR 0 AGAINST

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

The plan of merger was adopted by the members of Environment New Mexico Research and Policy Center, Inc. on May 6, 2021. The number of directors in office was 4. The vote for the plan was as follows: 3 FOR 0 AGAINST

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

The plan of merger was adopted by the members of Environment New Jersey Research and Policy Center, Inc. on June 15, 2021. The number of directors in office was 8. The vote for the plan was as follows: 6 FOR 0 AGAINST

**PLAN OF MERGER
AND
AGREEMENT OF MERGER
BETWEEN
ENVIRONMENT AMERICA RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT ARIZONA RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT COLORADO RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT FLORIDA RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT NEW JERSEY RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT NEW MEXICO RESEARCH AND POLICY CENTER, INC.,
ENVIRONMENT OHIO RESEARCH AND POLICY CENTER, INC., AND WISCONSIN
ENVIRONMENT RESEARCH AND POLICY CENTER, INC.**

THIS AGREEMENT is made this 14th day of May, 2021, by and between the following nonprofit corporations: Environment America Research and Policy Center, Inc., a Colorado nonprofit corporation; Environment Arizona Research and Policy Center, Inc., an Arizona nonprofit corporation; Environment Colorado Research and Policy Center, Inc., a Colorado nonprofit corporation; Environment Florida Research and Policy Center, Inc.; Environment New Jersey Research and Policy Center, Inc., a New Jersey nonprofit organization; Environment New Mexico Research and Policy Center, Inc., a New Mexico nonprofit corporation; Environment Ohio Research and Policy Center, Inc., an Ohio nonprofit corporation; and Wisconsin Environment Research and Policy Center, Inc., a Wisconsin nonprofit corporation, collectively referred to as "the Parties."

WHEREAS, Environment America Research and Policy Center, Inc. ("AMERPC") is organized and operated under the laws of the state of Colorado for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment Arizona Research and Policy Center, Inc. ("AZERPC") is organized and operated under the laws of the state of Arizona for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment Colorado Research and Policy Center, Inc. ("COERPC") is organized and operated under the laws of the state of Colorado for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment Florida Research and Policy Center, Inc. ("FLERPC") is organized and operated under the laws of the state of Florida for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment New Jersey Research and Policy Center, Inc. ("NJERPC") is organized and operated under the laws of the state of New Jersey for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment New Mexico Research and Policy Center, Inc. ("NMERPC") is organized and operated under the laws of the state of New Mexico for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Environment Ohio Research and Policy Center, Inc. ("OHERPC") is organized and operated under the laws of the state of Ohio for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Wisconsin Environment Research and Policy Center, Inc. ("WIERPC") is organized and operated under the laws of the state of Wisconsin for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code; and

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

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

1. Merger

- a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and WIERPC shall be merged with and into AMERPC, whereupon the separate existence of AZERPC, COERPC, NJERPC, NMERPC, OHERPC, and WIERPC will cease and AMERPC shall be the surviving corporation in the merger (the "Surviving Corporation").
- b. As soon as practicable, AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and WIERPC will each file the Certificate of Merger with the Secretary of State in the relevant jurisdiction for each corporation, and make all other filings or recordings required by applicable law in connection with the merger.
- c. As soon as practicable, AMERPC will file Articles of Merger with the Secretary of State of Colorado, and make all other filings or recordings required by applicable law in connection with the merger.
- d. The merger shall be effective as of the date of the issuance of a certificate of merger or June 30, 2021, whichever is later (the "Effective Date").
- e. From and after the Effective Date, AMERPC 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 AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and

WIERPC, including but not limited to any and all contributions, gifts or any other payments directed to the Parties, 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 AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and WIERPC shall vest in AMERPC, as the Surviving Corporation, without further deed. The Surviving Corporation shall have all debts, liabilities and obligations of AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and WIERPC. The Surviving Corporation shall succeed to and possess the right to use the name Environment Arizona Research and Policy Center, Inc. in Arizona, the name Environment Colorado Research and Policy Center, Inc. in Colorado, the name Environment Florida Research and Policy Center, Inc. in Florida, the name Environment New Jersey Research and Policy Center, Inc. in New Jersey, the name Environment New Mexico Research and Policy Center, Inc. in New Mexico, the name Environment Ohio Research and Policy Center, Inc. in Ohio, and the name Wisconsin Environment Research and Policy Center, Inc. in Wisconsin.

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 AMERPC 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 AMERPC until or unless amended in accordance with the terms of the Articles of Incorporation.
- c. No amendments or changes to the Surviving Corporation's Certificate of Incorporation, Articles of Incorporation, or bylaws will be effected by this merger.
- d. Prior to the Effective Date the officers and directors of the respective parties shall continue to serve in their respective capacities.
- e. All of the directors of AMERPC at the Effective Date shall constitute the members of the Board of Directors of the Surviving Corporation. The officers of AMERPC at the Effective Date shall be the officers of the Surviving Corporation and shall hold the same office.
- f. 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 AZERPC, COERPC, FLERPC, NJERPC, NMERPC, OHERPC, and WIERPC and the disclosure of the merger in the annual information return of the Surviving Corporation.
- g. The Surviving Corporation shall have no members under the laws of any state.

3. Representations and Warranties.

- a. AZERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. AZERPC is duly organized, validly existing and in good standing under the general laws of the State of Arizona.
 - ii. AZERPC 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. AZERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. AZERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. AZERPC has duly complied with all obligations and duties that it owes under each AZERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any AZERPC Contract and AZERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. AZERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. AZERPC 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 Contract to which it is a party, 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 AZERPC Contract. Each AZERPC Contract is legal, valid and binding on AZERPC and the other parties thereto, is in full force and effect and is enforceable against AZERPC 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 AZERPC.
 - (a) to the knowledge of AZERPC, the conduct of the business of AZERPC 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 AZERPC ("AZERPC Intellectual Property"), AZERPC owns the entire right, title and interest in the AZERPC Intellectual Property purported to be owned by AZERPC and has the right to use the other AZERPC Intellectual Property in the continued operation of its business as currently conducted; (c) to the knowledge of AZERPC, no third party is infringing or otherwise violating the Intellectual Property rights of AZERPC, and (d) AZERPC has taken reasonable actions to protect and maintain the AZERPC Intellectual Property (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, AZERPC 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 AZERPC or its use of any assets.
- viii. AZERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. AZERPC does not require the consent of its members or of any other entity to complete the merger as described.
- ix. AZERPC has no members under the laws of any state.
- x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, AZERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of AZERPC 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.
- xi. Except as disclosed in AZERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the AZERPC'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 AZERPC's officers that would reasonably be

expected to result in any adverse claims against the Surviving Corporation.

- xii. AZERPC understands and accepts that AMERPC 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. COERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. COERPC is duly organized, validly existing and in good standing under the general laws of the State of Colorado.
 - ii. COERPC 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. COERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. COERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. COERPC has duly complied with all obligations and duties that it owes under each COERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any COERPC Contract and COERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. COERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. COERPC 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 Contract to which it is a party, 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 COERPC Contract. Each COERPC Contract is legal, valid and binding on COERPC and the other parties thereto, is in full force and effect and is enforceable against COERPC 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 COERPC, (a) to the knowledge of COERPC, the conduct of the business of COERPC 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 COERPC ("COERPC Intellectual Property"), COERPC owns the entire right, title and interest in the COERPC Intellectual Property purported to be owned by COERPC and has the right to use the other COERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of COERPC, no third party is infringing or otherwise violating the Intellectual Property rights of COERPC, and (d) COERPC has taken reasonable actions to protect and maintain the COERPC Intellectual Property (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, COERPC 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 COERPC or its use of any assets.
- viii. COERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. COERPC does not require the consent of its members or of any other entity to complete the merger as described.
- ix. COERPC has no members under the laws of any state.
- x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, COERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of COERPC 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.
- xi. Except as disclosed in COERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the COERPC'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 COERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. COERPC understands and accepts that AMERPC 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.
- e. FLERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. FLERPC is duly organized, validly existing and in good standing under the general laws of the State of Florida.
 - ii. FLERPC 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. FLERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. FLERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. FLERPC has duly complied with all obligations and duties that it owes under each FLERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any FLERPC Contract and FLERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. FLERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. FLERPC 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 Contract to which it is a party, 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 FLERPC Contract. Each FLERPC Contract is legal, valid and binding on FLERPC and the other parties thereto, is in full force and effect and is enforceable against FLERPC 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 FLERPC, (a) to the knowledge of FLERPC, the conduct of the business of FLERPC 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 FLERPC ("FLERPC Intellectual Property"), FLERPC owns the entire right, title and interest in the FLERPC Intellectual Property purported to be owned by FLERPC and has the right to use the other FLERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of FLERPC, no third party is infringing or otherwise violating the Intellectual Property rights of FLERPC, and (d) FLERPC has taken reasonable actions to protect and maintain the FLERPC Intellectual Property (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, FLERPC 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 FLERPC or its use of any assets. FLERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. FLERPC does not require the consent of its members or of any other entity to complete the merger as described.
- viii. FLERPC has no members under the laws of any state.
- ix. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, FLERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of FLERPC 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 FLERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the FLERPC'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 FLERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- xi. FLERPC understands and accepts that AMERPC 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.
4. NJERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. NJERPC is duly organized, validly existing and in good standing under the general laws of the State of New Jersey.
 - ii. NJERPC 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. NJERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. NJERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. NJERPC has duly complied with all obligations and duties that it owes under each NJERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any NJERPC Contract and NJERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. NJERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. NJERPC 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 Contract to which it is a party, 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 NJERPC Contract. Each NJERPC Contract is legal, valid and binding on NJERPC and the other parties thereto, is in full force and effect and is enforceable against NJERPC 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 NJERPC, (a) to the knowledge of NJERPC, the conduct of the business of NJERPC 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 NJERPC ("NJERPC Intellectual Property"), NJERPC owns the entire right, title and interest in the NJERPC Intellectual Property purported to be owned by NJERPC and has the right to use the other NJERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of NJERPC, no third party is infringing or otherwise violating the Intellectual Property rights of NJERPC, and (d) NJERPC has taken reasonable actions to protect and maintain the NJERPC Intellectual Property (including Intellectual Property that is confidential in nature).
 - vii. Except as set forth on the Disclosure Schedule, NJERPC 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 NJERPC or its use of any assets.
 - viii. NJERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. NJERPC does not require the consent of its members or of any other entity to complete the merger as described.
 - ix. NJERPC has no members under the laws of any state.
 - x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, NJERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of NJERPC 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.
 - xi. Except as disclosed in NJERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the NJERPC'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 NJERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. NJERPC understands and accepts that AMERPC 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. NMERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. NMERPC is duly organized, validly existing and in good standing under the general laws of the State of New Mexico.
 - ii. NMERPC 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. NMERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. NMERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. NMERPC has duly complied with all obligations and duties that it owes under each NMERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any NMERPC Contract and NMERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. NMERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. NMERPC 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 Contract to which it is a party, 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 NMERPC Contract. Each NMERPC Contract is legal, valid and binding on NMERPC and the other parties thereto, is in full force and effect and is enforceable against NMERPC 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 NMERPC, (a) to the knowledge of NMERPC, the conduct of the business of NMERPC 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 NMERPC ("NMERPC Intellectual Property"), NMERPC owns the entire right, title and interest in the NMERPC Intellectual Property purported to be owned by NMERPC and has the right to use the other NMERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of NMERPC, no third party is infringing or otherwise violating the Intellectual Property rights of NMERPC, and (d) NMERPC has taken reasonable actions to protect and maintain the NMERPC Intellectual Property (including Intellectual Property that is confidential in nature).
 - vii. Except as set forth on the Disclosure Schedule, NMERPC 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 NMERPC or its use of any assets.
 - viii. NMERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. NMERPC does not require the consent of its members or of any other entity to complete the merger as described.
 - ix. NMERPC has no members under the laws of any state.
 - x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, NMERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of NMERPC 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.
 - xi. Except as disclosed in NMERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the NMERPC'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 NMERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. NMERPC understands and accepts that AMERPC 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. OHERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
 - i. OHERPC is duly organized, validly existing and in good standing under the general laws of the State of Ohio.
 - ii. OHERPC 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. OHERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. OHERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. OHERPC has duly complied with all obligations and duties that it owes under each OHERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any OHERPC Contract and OHERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. OHERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. OHERPC 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 Contract to which it is a party, 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 OHERPC Contract. Each OHERPC Contract is legal, valid and binding on OHERPC and the other parties thereto, is in full force and effect and is enforceable against OHERPC 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 OHERPC, (a) to the knowledge of OHERPC, the conduct of the business of OHERPC 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 OHERPC ("OHERPC Intellectual Property"), OHERPC owns the entire right, title and interest in the OHERPC Intellectual Property purported to be owned by OHERPC and has the right to use the other OHERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of OHERPC, no third party is infringing or otherwise violating the Intellectual Property rights of OHERPC, and (d) OHERPC has taken reasonable actions to protect and maintain the OHERPC Intellectual Property (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, OHERPC 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 OHERPC or its use of any assets.
- viii. OHERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. OHERPC does not require the consent of its members or of any other entity to complete the merger as described.
- ix. OHERPC has no members under the laws of any state.
- x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, OHERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of OHERPC 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.
- xi. Except as disclosed in OHERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of the

OHERPC'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 OHERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. OHERPC understands and accepts that AMERPC may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement, so long as such mergers shall not alter the general mission of the Surviving Corporation.
- d. WIERPC individually represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
- i. WIERPC is duly organized, validly existing and in good standing under the general laws of the State of Wisconsin.
 - ii. WIERPC 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. WIERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. WIERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. WIERPC has duly complied with all obligations and duties that it owes under each WIERPC Contract. No event has occurred, and upon receipt of any required consents prior to the filing of the Articles of Merger or Certificate of Merger, no event will have occurred as of the Effective Date which may be grounds for termination of any WIERPC Contract and WIERPC has no liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. WIERPC is not a party to any Contract of which it or, to its knowledge, any other party, is in default. WIERPC 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 Contract to which it is a party, 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 WIERPC Contract. Each WIERPC Contract is legal, valid and binding on WIERPC and the other parties thereto, is in full force and effect and is

- enforceable against WIERPC 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 WIERPC, (a) to the knowledge of WIERPC, the conduct of the business of WIERPC 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 WIERPC ("WIERPC Intellectual Property"), WIERPC owns the entire right, title and interest in the WIERPC Intellectual Property purported to be owned by WIERPC and has the right to use the other WIERPC Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of WIERPC, no third party is infringing or otherwise violating the Intellectual Property rights of WIERPC, and (d) WIERPC has taken reasonable actions to protect and maintain the WIERPC Intellectual Property (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, WIERPC 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 WIERPC or its use of any assets.
- viii. WIERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. WIERPC does not require the consent of its members or of any other entity to complete the merger as described.
- ix. WIERPC has no members under the laws of any state.
- x. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, WIERPC has conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of WIERPC 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.
- xi. Except as disclosed in WIERPC's Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings,

investigations or proceedings pending against, or, to the knowledge of the WIERPC'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 WIERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

- xii. WIERPC understands and accepts that AMERPC 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.
- e. AMERPC represents and warrants to each other Party to this Plan of Merger and Agreement of Merger that:
 - i. AMERPC is duly organized, validly existing and in good standing under the laws of the State of Colorado. The principal office of AMERPC in Colorado is located at 1543 Wazee St, Suite 410, Denver, CO 80202.
 - ii. AMERPC 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. AMERPC has made available to each other Party to this Plan of Merger and Agreement of Merger complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. AMERPC has made available to each other Party to this Plan of Merger and Agreement of Merger copies of its financial statements from the years 2018-present.
 - v. AMERPC has received the consent of the National Center for the Public Interest, Inc. to enter into and complete the merger described in this Agreement. AMERPC does not require the consent of its members or of any other entity to complete the merger as described.
 - vi. AMERPC has no members under the laws of any state.
 - vii. Since the date of the last financial statement provided to the other Parties to this Plan of Merger and Agreement of Merger, AMERPC 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 AMERPC 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.

- viii. Except as disclosed in the AMERPC Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of AMERPC'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 AMERPC's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- ix. AMERPC may conduct simultaneous mergers with other organizations during the course of the implementation of the merger described in this Agreement. No such merger shall alter the general mission of the Surviving Corporation.

5. Covenants.

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

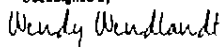
- i. The business of FLERPC shall be conducted in the ordinary and usual course and, to the extent consistent therewith, FLERPC shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. FLERPC shall not enter into any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

- iii. OHERPC will coordinate with AMERPC regarding any press releases or OHERPC 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.
 - g. WIERPC covenants and agrees as of the date hereof and until the Effective Date:
 - i. The business of WIERPC shall be conducted in the ordinary and usual course and, to the extent consistent therewith, WIERPC shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. WIERPC shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of AMERPC.
 - iii. WIERPC will coordinate with AMERPC regarding any press releases or WIERPC 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.
 - h. AMERPC 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 AMERPC shall be conducted in the ordinary and usual course and, to the extent consistent therewith, AMERPC shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. AMERPC will coordinate with each other Party to this Plan of Merger and Agreement of Merger 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.
- 6. Miscellaneous Provisions Relating to the State of Ohio.
 - a. AMERPC (the "Surviving Corporation") is a Colorado nonprofit 501(c)(3) organization with a principal office located at 1543 Wazee St, Suite 410, Denver, CO 80202.
 - b. The first directors and officers of the Surviving Corporation will be Wendy Wendlandt, Chair; Johanna Neuman, Treasurer; Luke Metzger, Secretary; Doug Phelps, Director; Sujathan Bergen, Director; Bernadette Del Chiaro, Director; and Amanda Read, Director.
 - c. The address for the Surviving Corporation's first directors and officers is 1543 Wazee Street, Suite 410, Denver, CO 80202.
 - d. The Surviving Corporation desires to transact business in the state of Ohio as a foreign corporation.

- e. The Surviving Corporation consents to be sued and served with process, notice, or demand in the state of Ohio.
 - f. The Surviving Corporation appoints Julian Boggs, at 203 E. Broad Street Suite 4, Columbus, OH 43215 as its statutory agent.
 - g. The Surviving Corporation irrevocably appoints the Secretary of State of Ohio as its agent to accept service of process in any proceeding in the state of Ohio to enforce against the Surviving Corporation any obligation of Environment Ohio Research and Policy Center, Inc.
 - h. The Surviving Corporation will maintain an office in Ohio at 605 N. High Street #640, Columbus, OH 43215.
7. 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.
8. 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.
9. 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 states of incorporation of each of the Parties apply to the merger.
10. 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.
11. 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 America Research and Policy Center, Inc.

DocuSigned by

DocuSign Envelope ID: 3394A949-6B1C-4E8E-BF4F-D08AAF171CDD
Signed _____

wendy wendlandt

Name

Chair & President

Title

Environment Arizona Research and Policy Center, Inc.

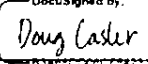
DocuSigned by:

JEANNE BASSETT
Signed

Jeanne Bassett
Name

Board Member
Title

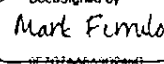
Environment Colorado Research and Policy Center, Inc.

DocuSigned by:

DOUG CASLER
Signed

Doug Casler
Name

Director
Title

Environment Florida Research and Policy Center, Inc.

DocuSigned by:

MARK FERRULO
Signed

Mark Ferrulo
Name

Secretary, Board of Directors
Title

Environment New Jersey Research and Policy Center, Inc.

DocuSigned by:

ALLISON CAIRO
Signed

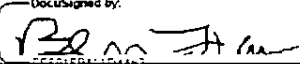
Allison Cairo

Name

Member, Board of Directors

Title

Environment New Mexico Research and Policy Center, Inc.

DocuSigned by:


Signed

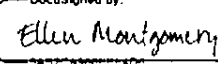
Benjamin Flamm

Name

President

Title

Environment Ohio Research and Policy Center, Inc.

DocuSigned by:


Signed

Ellen Montgomery

Name

Clerk

Title

Wisconsin Environment Research and Policy Center, Inc.

DocuSigned by:


Signed

David Masur

Name

Board Member

Title

Certificate Of Completion

Envelope Id: 3394A9496B1C4E8EBF4FD08AAF171CDD
Subject: Please DocuSign: FL Articles of Merger with attachments.pdf
Source Envelope:
Document Pages: 30
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Isaac Bertman
1543 Wazee St. #400
Denver, CO 80202
legal@publicinterestnetwork.org
IP Address: 98.15.43.193

Record Tracking

Status: Original
6/18/2021 11:47:08 AM
Holder: Isaac Bertman
legal@publicinterestnetwork.org

Location: DocuSign

Signer Events

Allison Cairo
acairo@publicinterestnetwork.org
Member, Board of Directors
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by
Allison Cairo
73254B1F748AA43F

Signature Adoption: Pre-selected Style
Using IP Address: 108.4.205.53

Timestamp

Sent: 6/18/2021 11:52:18 AM
Viewed: 6/18/2021 2:19:36 PM
Signed: 6/18/2021 2:20:14 PM

Electronic Record and Signature Disclosure:
Accepted: 6/18/2021 2:19:36 PM
ID: 5b9ae56c-7d14-479a-b22f-c15bf6281cd6

David Masur
davidmasur@pennenvironment.org
Board Member
Security Level: Email, Account Authentication
(None)

DocuSigned by
David Masur
99F776C0C234445

Signature Adoption: Pre-selected Style
Using IP Address: 96.227.139.72

Sent: 6/18/2021 11:52:17 AM
Viewed: 6/18/2021 4:37:17 PM
Signed: 6/18/2021 4:37:54 PM

Electronic Record and Signature Disclosure:
Accepted: 6/18/2021 4:37:17 PM
ID: 799dc92d-0a8e-4a6c-ba7e-c00f4bae413a

Doug Casler
dcasler@publicinterestnetwork.org
Director
Security Level: Email, Account Authentication
(None)

DocuSigned by
Doug Casler
PWA3A00FAC1421

Signature Adoption: Pre-selected Style
Using IP Address: 98.43.178.148

Sent: 6/18/2021 11:52:18 AM
Viewed: 6/21/2021 11:07:04 AM
Signed: 6/21/2021 11:07:57 AM

Electronic Record and Signature Disclosure:
Accepted: 6/21/2021 11:07:04 AM
ID: 909aaf7e-632e-41bf-b583-3f939cd31a67

Ellen Montgomery
lmontgomery@publicinterestnetwork.org
Clerk
Security Level: Email, Account Authentication
(None)

DocuSigned by
Ellen Montgomery
SAB2CABM5F4DC

Signature Adoption: Pre-selected Style
Using IP Address: 142.79.208.26

Sent: 6/18/2021 11:52:17 AM
Viewed: 6/18/2021 12:11:16 PM
Signed: 6/18/2021 12:11:38 PM

Electronic Record and Signature Disclosure:
Accepted: 6/18/2021 12:11:16 PM
ID: 87ea29e5-709c-43d4-8ffa-987cfc1411f0

Signer Events

Jeanne Bassett
jbassett3@gmail.com
Board Member
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by
Jeanne Bassett
3E AD5 11332406480

Signature Adoption: Pre-selected Style
Using IP Address: 71.218.155.176

Timestamp

Sent: 6/18/2021 11:52:18 AM
Resent: 6/18/2021 11:54:57 AM
Resent: 6/22/2021 1:05:09 PM
Viewed: 6/22/2021 1:06:49 PM
Signed: 6/22/2021 1:09:34 PM

Electronic Record and Signature Disclosure:
Accepted: 6/22/2021 1:06:49 PM
ID: 61d93436-c71f-4d01-9c3a-715e49bf299c

Mark Ferrulo
mark@progressflorida.org
Secretary, Board of Directors
Security Level: Email, Account Authentication (None)

DocuSigned by
Mark Ferrulo
DF7C7AAB8DC74UC

Signature Adoption: Pre-selected Style
Using IP Address: 47.201.160.236

Sent: 6/18/2021 11:52:17 AM
Viewed: 6/18/2021 1:08:41 PM
Signed: 6/18/2021 1:09:19 PM

Electronic Record and Signature Disclosure:
Accepted: 8/31/2015 2:29:12 PM
ID: 6a30b6da-9d83-4905-8fe3-1571419a9d89

Wendy Wendlandt
w2@publicinterestnetwork.org
Chair & President
Earth Day 2020
Security Level: Email, Account Authentication (None)

DocuSigned by
Wendy Wendlandt
78DC39E78DA4F4

Signature Adoption: Pre-selected Style
Using IP Address: 108.223.70.55

Sent: 6/18/2021 11:52:18 AM
Viewed: 6/18/2021 12:39:02 PM
Signed: 6/18/2021 12:39:38 PM

Electronic Record and Signature Disclosure:
Accepted: 6/18/2021 12:39:02 PM
ID: bed64298-3491-4eed-a654-cac84063da22

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/18/2021 11:52:19 AM

Certified Delivered

Security Checked

6/18/2021 12:39:02 PM

Signing Complete

Security Checked

6/18/2021 12:39:38 PM

Completed

Security Checked

6/22/2021 1:09:34 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, The Fund for the Public Interest, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Fund for the Public Interest, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aread@fundstaff.org

To advise The Fund for the Public Interest, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aread@fundstaff.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from The Fund for the Public Interest, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aread@fundstaff.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Fund for the Public Interest, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aread@fundstaff.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The Fund for the Public Interest, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The Fund for the Public Interest, Inc. during the course of my relationship with you.