

F17000001928

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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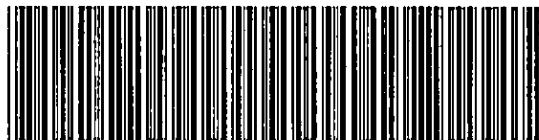
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: United States Public Interest Research Group, Inc. (F17000001928)

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

ATTN: Eve Deveau, Legal Department

(Contact Person)

The Public Interest Network

(Firm/Company)

1543 Wazee St. Ste. 400

(Address)

Denver, CO 80202

(City/State and Zip Code)

For further information concerning this matter, please call:

Eve Deveau

(Name of Contact Person)

At (845) 943-0147

(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

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.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
United States Public Interest Research Group, Inc.	District of Columbia	F17000001928

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida Public Interest Research Group Citizen Lobby, Inc.	Florida	N47117
Iowa Public Interest Research Group, Inc.	Iowa	n/a
New Hampshire Public Interest Research Group, Inc.	New Hampshire	n/a
Rhode Island Public Interest Research Group, Inc.	Rhode Island	n/a

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 6 / 30 / 2022 (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 31, 2022. The number of directors in office was 6. The vote for the plan was as follows: 4 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

Attachment to ARTICLES OF MERGER (Not for Profit Corporations)

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)

SECTION III

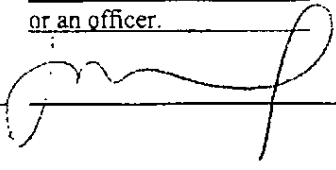
There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors of Florida Public Interest Research Group Citizen Lobby, Inc. on May 25, 2022. The number of directors in office was 7. The vote for the plan was as follows: 5 FOR 0 AGAINST

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors of Iowa Public Interest Research Group, Inc. on April 22, 2022. The number of directors in office was 3. The vote for the plan was as follows: 2 FOR 0 AGAINST

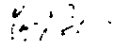
There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors of New Hampshire Public Interest Research Group, Inc. on May 19, 2022. The number of directors in office was 5. The vote for the plan was as follows: 4 FOR 0 AGAINST

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors of Rhode Island Public Interest Research Group, Inc. on May 13, 2022. The number of directors in office was 5. The vote for the plan was as follows: 4 FOR 0 AGAINST

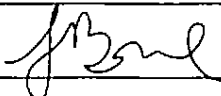
Seventh: SIGNATURES FOR EACH CORPORATION

<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>
United States Public Interest Research Group, Inc.		Janet Domenitz, Chair
Florida Public Interest Research Group Citizen Lobby, Inc.		Dan Xie, Chair
Iowa Public Interest Research Group, Inc.		Amber Bond, President
New Hampshire Public Interest Research Group, Inc.		Greg Herr, Treasurer
Rhode Island Public Interest Research Group, Inc.		Jenne Turner, President

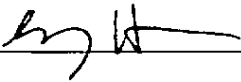
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<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
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Florida Public Interest Research Group Citizen Lobby, Inc.		Dan Xie, Chair
Iowa Public Interest Research Group, Inc.		Amber Bond, President
New Hampshire Public Interest Research Group, Inc.		Greg Herr, Treasurer
Rhode Island Public Interest Research Group, Inc.		Jenne Turner, President

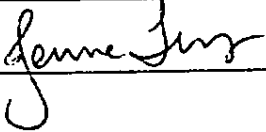
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Iowa Public Interest Research Group, Inc.		Amber Bond, President
New Hampshire Public Interest Research Group, Inc.		Greg Herr, Treasurer
Rhode Island Public Interest Research Group, Inc.		Jenne Turner, President

**PLAN OF MERGER
BETWEEN
FLORIDA PUBLIC INTEREST RESEARCH GROUP CITIZEN LOBBY, INC., IOWA
PUBLIC INTEREST RESEARCH GROUP, NEW HAMPSHIRE PUBLIC INTEREST
RESEARCH GROUP, INC, RHODE ISLAND PUBLIC INTEREST RESEARCH
GROUP, INC., AND UNITED STATES PUBLIC INTEREST RESEARCH GROUP, INC.**

THIS AGREEMENT is made this 31st day of May, 2022, by and between the following nonprofit corporations: Florida Public Interest Research Group Citizen Lobby, Inc., a Florida nonprofit corporation; Iowa Public Interest Research Group, an Iowa nonprofit corporation; New Hampshire Public Interest Research Group, Inc., a New Hampshire nonprofit corporation; Rhode Island Public Interest Research Group, Inc., a Rhode Island nonprofit corporation; and United States Public Interest Research Group, Inc., a District of Columbia nonprofit corporation, collectively referred to as “the Parties.”

WHEREAS, Florida Public Interest Research Group Citizen Lobby, Inc. (“FLPIRG”) is organized and operated under the laws of the state of Florida for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, Iowa Public Interest Research Group. (“IAPIRG”) is organized and operated under the laws of the state of Iowa for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, New Hampshire Public Interest Research Group, Inc. (“NHPIRG”) is organized and operated under the laws of the state of New Hampshire for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, Rhode Island Public Interest Research Group, Inc. (“RIPIRG”) is organized and operated under the laws of the state of Rhode Island for social welfare purposes within the meaning of section 501(c)(4) of the Internal Revenue Code; and

WHEREAS, United States Public Interest Research Group, Inc. (“USPIRG”) is organized and operated under the laws of the District of Columbia 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), FLPIRG, IAPIRG, NHPIRG, and RIPIRG (the "Merging Corporations") shall be merged with and into USPIRG, whereupon the separate existence of the Merging Corporations will cease and USPIRG shall be the surviving corporation in the merger (the "Surviving Corporation").
- b. As soon as practicable, the Parties will file articles of merger (the Articles of Merger) or certificates of merger (the Certificates of Merger) with the appropriate authorities in the states of incorporation of each of the Parties, and make all other filings or recordings required by applicable law in connection with the merger.
- c. The merger shall be effective as of the date of the issuance of a certificate of merger or June 30, 2022, whichever is later (the "Effective Date").
- d. From and after the Effective Date, USPIRG 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 the Merging Corporations, 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 the Merging Corporations shall vest in USPIRG, as the Surviving Corporation, without further deed. The Surviving Corporation shall have all debts, liabilities and obligations of the Merging Corporations. The Surviving Corporation shall succeed to and possess the right to use the names of the Merging Corporations in the states in which the Merging Corporations have existed and operated.

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 USPIRG 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 USPIRG 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 USPIRG at the Effective Date shall constitute the members of the Board of Directors of the Surviving Corporation. The officers of USPIRG

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 the Merging Corporations and the disclosure of the Merger in the annual information return of the Surviving Corporation.

3. Representations and Warranties.

- a. The Merging Corporations each individually represent and warrant to the Parties that:
 - i. Each Merging Corporation is duly organized, validly existing and in good standing under the general laws of the state in which it is incorporated.
 - ii. Each Merging Corporation 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. Each Merging Corporation has made available to the Parties complete and correct copies of its Articles of Incorporation and Bylaws.
 - iv. Each Merging Corporation has made available to the Parties copies of its financial statements from the years 2019-present.
 - v. Each Merging Corporation has duly complied with all obligations and duties that it owes under each Contract to which it is a party. 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 Contract to which any Merging Corporation is a party and no Merging Corporation has any liability or obligation (including termination fees) relating to any termination of any terminated, current or former Contract to which it is a party. No Merging Corporation is a party to any Contract of which it or, to its knowledge, any other party, is in default. No Merging Corporation has 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 Contract to which any Merging Corporation is a party. Each Contract to which a Merging Corporation is a party is

legal, valid and binding on that Merging Corporation and the other parties thereto, is in full force and effect and is enforceable against that Merging Corporation 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 any Merging Corporation, (a) to the knowledge of each Merging Corporation, the conduct of the business of that Merging Corporation 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 any Merging Corporation ("Merging Corporation Intellectual Property"), each Merging Corporation owns the entire right, title and interest in the Merging Corporation Intellectual Property purported to be owned by that Merging Corporation and has the right to use the other Merging Corporation Intellectual Property in the continued operation of its business as currently conducted, (c) to the knowledge of each Merging Corporation, no third party is infringing or otherwise violating the Intellectual Property rights of that Merging Corporation, and (d) each Merging Corporation has taken reasonable actions to protect and maintain the Intellectual Property of that Merging Corporation (including Intellectual Property that is confidential in nature).
- vii. Except as set forth on the Disclosure Schedule, no Merging Corporation has 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 that Merging Corporation or its use of any assets.
- viii. Each Merging Corporation 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. Each Merging Corporation does not require the consent of its members or of any other entity to complete the merger as described.
- ix. The Merging Corporations have no members under the laws of any state.
- x. Since the date of the last financial statement provided to USPIRG, the Merging Corporations have conducted their operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of the Merging Corporations 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 the Merging Corporations' 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 Merging Corporations' officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the Merging Corporations' officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.

xii. The Merging Corporations understand and accept that USPIRG 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. USPIRG represents and warrants to the Merging Corporations that:

i. USPIRG is duly organized, validly existing and in good standing under the laws of the District of Columbia. The principal office of USPIRG in the District of Columbia is located at 600 Pennsylvania Ave. SE, Ste. 400, Washington, DC.

ii. USPIRG 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. USPIRG has made available to the Merging Corporations complete and correct copies of its Articles of Incorporation and Bylaws.

iv. USPIRG has made available to the Merging Corporations copies of its financial statements from the years 2019-present.

v. USPIRG 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. USPIRG 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 the Merging Corporations, USPIRG 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 USPIRG 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 USPIRG Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending against, or, to the knowledge of USPIRG'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 USPIRG's officers that would reasonably be expected to result in any adverse claims against the Surviving Corporation.
- viii. USPIRG 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.

4. Covenants.

- a. Each Merging Corporation covenants and agrees as of the date hereof and until the Effective Date:
 - i. The business of each Merging Corporation shall be conducted in the ordinary and usual course and, to the extent consistent therewith, each Merging Corporation shall use its best efforts to maintain its existing goodwill with its contributors, vendors, coalition partners, and employees.
 - ii. Each Merging Corporation shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of USPIRG.
 - iii. Each Merging Corporation will coordinate with USPIRG 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. USPIRG 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 USPIRG shall be conducted in the ordinary and usual course and, to the extent consistent therewith, USPIRG shall use its best efforts to maintain its existing goodwill with its members, contributors, vendors, coalition partners, and employees.
 - ii. USPIRG will coordinate with the Merging Corporations 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 District of Columbia, except to the extent that the laws of the states of incorporation of each of the Parties 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.

Florida Public Interest Research Group Citizen Lobby, Inc.

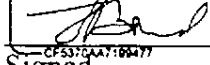
DocuSigned by:

DocuSignatureID: C8E374C3
Signed

Dan Xie
Name

Chair
Title

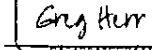
Iowa Public Interest Research Group

DocuSigned by:

Signed CP5376AA7:69477

Amber Bond
Name

President
Title

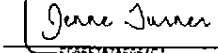
New Hampshire Public Interest Research Group, Inc.

DocuSigned by:

Signed BTW6043EEB:74AB

Greg Herr
Name

Treasurer
Title


Rhode Island Public Interest Research Group, Inc.

DocuSigned by:

Signed 793557878F954C1

Jenne Turner
Name

President
Title

United States Public Interest Research Group, Inc.

DocuSigned by:

Signed EV9DA5375W641C

Janet Domenitz
Name

Chair
Title