

**UNANIMOUS WRITTEN CONSENT BY
THE BOARD OF DIRECTORS OF WILDEARTH GUARDIANS, A NEW MEXICO NONPROFIT
CORPORATION, APPROVING ITS MERGER WITH
ROCKY MOUNTAIN CLEAN AIR ACTION, A COLORADO NONPROFIT CORPORATION**

The undersigned, being all of the directors of WildEarth Guardians, a New Mexico nonprofit corporation, unanimously consent to the adoption of the following resolutions:

RESOLVED, that it is in the best interests of this corporation to merge with Rocky Mountain Clean Air Action, a Colorado nonprofit corporation, upon the terms and conditions set forth in the Plan of Merger attached as Exhibit A (the "Plan of Merger");


FURTHER RESOLVED, that the Plan of Merger be and hereby is approved and that this corporation shall merge with Rocky Mountain Clean Air Action upon the terms and conditions set forth in the Plan of Merger;


FURTHER RESOLVED, that the president of this corporation be and hereby is authorized and instructed to execute the Plan of Merger;


FURTHER RESOLVED, that the president of this corporation be and hereby is authorized and instructed to execute the Articles of Merger and to cause the same to be filed with the New Mexico Corporation Commission; and


FURTHER RESOLVED, that the president of this corporation be and hereby is authorized and instructed to execute, deliver and file such additional documents, and to take such additional actions, as may be reasonably necessary to consummate and implement this corporation's merger with Rocky Mountain Clean Air Action pursuant to the Plan of Merger.

EXECUTED on this 24 day of August, 2008.

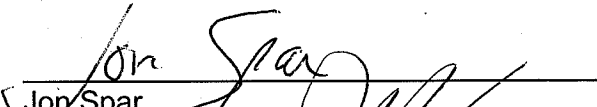

Peter Schoenburg



Stephanie Forrest


Jess Alford


Thomas Noble


Dave Jones


Jon Spar


Mark Rickman


Bobby Clark


Robin Smith


Shannon Larsen

**UNANIMOUS WRITTEN CONSENT BY THE BOARD OF DIRECTORS OF
ROCKY MOUNTAIN CLEAN AIR ACTION, A COLORADO NONPROFIT
CORPORATION,
APPROVING ITS MERGER WITH AND INTO WILDEARTH GUARDIANS,
A NEW MEXICO NONPROFIT CORPORATION**

The undersigned, being all of the directors of Rocky Mountain Clean Air Action, a Colorado nonprofit corporation, unanimously consent to the adoption of the following resolutions:

RESOLVED, that it is in the best interests of this corporation to merge with and into WildEarth Guardians, a New Mexico nonprofit corporation, upon the terms and conditions set forth in the Plan of Merger attached as Exhibit A (the "Plan of Merger");

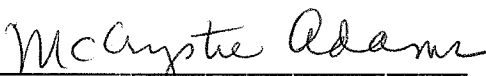
FURTHER RESOLVED, that the Plan of Merger be and hereby is approved and that this corporation shall merge with and into WildEarth Guardians upon the terms and conditions set forth in the Plan of Merger;

FURTHER RESOLVED, that the chair of this corporation be and hereby is authorized and instructed to execute the Plan of Merger;

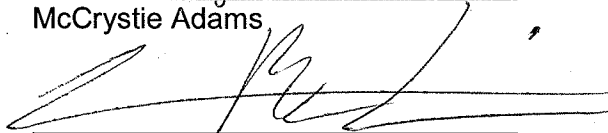
FURTHER RESOLVED, that the chair of this corporation be and hereby is authorized and instructed to execute the Articles of Merger and to cause the same to be filed with the Colorado Secretary of State; and

FURTHER RESOLVED, that the president of this corporation be and hereby is authorized and instructed to execute, deliver and file such additional documents, and to take such additional actions as may be reasonably necessary to consummate and implement this corporation's merger with and into WildEarth Guardians pursuant to the Plan of Merger.

EXECUTED on this 4 day of September, 2008.




McCrystie Adams



Lauren McCain



Eric Bonds



Eric Schaeffer

**ARTICLES OF MERGER
FOR ROCKY MOUNTAIN CLEAN AIR ACTION,
A COLORADO NONPROFIT CORPORATION**

THESE ARTICLES OF MERGER are made pursuant to the Colorado Revised Nonprofit Corporation Act ("Act") on September 4, 2008 by and between ROCKY MOUNTAIN CLEAN AIR ACTION, a Colorado nonprofit corporation ("Rocky Mountain Clean Air Action"), and WILDEARTH GUARDIANS, a New Mexico nonprofit corporation ("WildEarth Guardians").

I. Plan of Merger

The plan of merger required by the Act is the Plan of Merger (the "Plan of Merger") attached as Exhibit A and by reference made a part of this article with the same force as if here set forth in full, pursuant to which Rocky Mountain Clean Air Action, a Colorado nonprofit corporation, shall be merged with and into WildEarth Guardians, a New Mexico nonprofit corporation.

II. Plan of Merger

Rocky Mountain Clean Air Action has no members who are entitled to vote. The Plan of Merger was adopted by Rocky Mountain Clean Air Action by the unanimous written consent of its board of directors, dated September 4, 2008, there being no meeting of the board of directors and no members entitled to vote on the plan.

WildEarth Guardians has no members who are entitled to vote. The Plan of Merger was adopted by WildEarth Guardians by the unanimous written consent of its board of directors, dated August 29, 2008, there being no meeting of the board of directors and no members entitled to vote on the plan.

III. Effective Time

As provided in the Plan of Merger, the effective time of the merger shall be midnight, Mountain Standard Time, on September 15, 2008.

IV. Articles of Incorporation

WildEarth Guardians' articles of incorporation, as presently on file with the New Mexico Corporation Commission, are approved and ratified and will be the articles of incorporation of the surviving corporation.

Dated: September 4, 2008

**ROCKY MOUNTAIN CLEAN AIR ACTION,
a Colorado nonprofit corporation**

By: McCrystie Adams
McCrystie Adams, Board of Director

Attest: Jeremy Nichols

Title: Director

**WILDEARTH GUARDIANS,
a New Mexico nonprofit corporation**

By: the
Peter Schoenburg, President

Attest: Thomas Noble

Title: Secretary

**PLAN OF MERGER
BETWEEN ROCKY MOUNTAIN CLEAN AIR ACTION AND WILDEARTH
GUARDIANS**

THIS PLAN OF MERGER ("Plan") is entered into on September 4, 2008, by and between WILDEARTH GUARDIANS, a New Mexico nonprofit corporation ("WildEarth Guardians") and ROCKY MOUNTAIN CLEAN AIR ACTION, a Colorado nonprofit corporation ("Rocky Mountain Clean Air Action") (collectively, the "merging corporations").

RECITALS

A. WildEarth Guardians is a nonprofit corporation organized and existing under the laws of the State of New Mexico, with its articles of incorporation having been filed with the Secretary of State on February 12, 2008.

B. Rocky Mountain Clean Air Action is a nonprofit corporation organized and existing under the laws of the state of Colorado, with its articles of incorporation having been filed with the Secretary of State on July 11, 2006.

C. The boards of directors of each of the merging corporations deem it advisable that Rocky Mountain Clean Air Action be merged with and into WildEarth Guardians, such that WildEarth Guardians shall be the surviving corporation, on the terms and conditions set forth in this Plan, and pursuant to the Colorado Revised Nonprofit Corporation Act and the New Mexico Non-Profit Corporation Act (collectively, the "Acts").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth in this plan, the parties agree as follows:

I. Merger

WildEarth Guardians and Rocky Mountain Clean Air Action shall be merged into a single nonprofit corporation in accordance with the provisions of the Acts, by Rocky Mountain Clean Air Action merging with and into WildEarth Guardians, such that WildEarth Guardians shall be the surviving nonprofit corporation of the merger.

II. Effective Time of Merger

The effective time of the merger shall be midnight, Mountain Standard Time, on September 15, 2008.

III. Effect of Merger

A. At the effective time of the merger, WildEarth Guardians and Rocky Mountain Clean Air Action shall cease to exist separately, and Rocky Mountain Clean Air Action shall be merged with and into WildEarth Guardians in accordance with the provisions of this Plan and the Acts.

B. The surviving corporation shall possess all the rights and privileges of each of the merging corporations. It shall also possess title to all real, personal, and mixed property of and debts due to the merging corporations. Every other interest belonging to or due to each of the merging corporations shall be deemed to be transferred to and vested in WildEarth Guardians, the surviving corporation, without the necessity for further action. The title to any real estate, or any interest in the real estate, vested in either of the merging corporations shall not revert to the merging corporations or be in any way impaired by the merger, but shall vest in the surviving corporation.

C. The surviving corporation shall assume and be liable for all of the liabilities and obligations of the merging corporations. The surviving corporation may prosecute or defend to judgment any claim existing or any action or proceeding pending by or against either of the merging corporations as if the merger had not taken place, or the surviving corporation may be substituted in place of the merging corporations. The merger shall impair neither the rights of creditors nor any liens upon the property of either of the merging corporations.

IV. Governing Documents of the Surviving Corporation

A. Articles of Incorporation. At the effective time of the merger, WildEarth Guardians' articles of incorporation shall be the surviving corporation's articles of incorporation until further amended as provided by law.

B. Bylaws. At the effective time of the merger, WildEarth Guardians' bylaws shall be the surviving corporation's bylaws until WildEarth Guardians' bylaws are altered or amended, or until new bylaws are adopted in accordance with the provisions of WildEarth Guardians' bylaws.

V. Directors and Officers of the Surviving Corporation

A. Identity. At the effective time of the merger, WildEarth Guardians' board of directors shall constitute the initial board of directors for the surviving corporation. Similarly, at the effective time of the merger, WildEarth Guardians' principal officers shall be the officers of the surviving corporation.

B. Length of Term. All such persons shall hold office until the first annual meeting of the surviving corporation's board of directors and until their respective successors are duly elected in accordance with the bylaws of the surviving corporation.

VI. Conditions to Closing

Neither party shall be obligated to close the merger contemplated in this Plan unless, prior to the closing, the following shall have occurred:

VII. Representations and Warranties

A. Rocky Mountain Clean Air Action represents and warrants to WildEarth Guardians as follows:

1. Rocky Mountain Clean Air Action is a nonprofit corporation duly organized and in good standing under the laws of the State of Colorado. The execution and delivery of this Plan by the signatories hereto on behalf of Rocky Mountain Clean Air Action and the performance of this Plan by Rocky Mountain Clean Air Action have been duly authorized by Rocky Mountain Clean Air Action. Rocky Mountain Clean Air Action has the legal capacity and authority to execute, deliver and perform this Plan.

2. Rocky Mountain Clean Air Action's execution and delivery, and its performance under, this Plan, shall not constitute or result in any default or breach of any contract, agreement, order, judgment, decree, instrument or obligation affecting Rocky Mountain Clean Air Action.

3. Rocky Mountain Clean Air Action is not prohibited from (i) executing or delivering this Plan (ii) complying with or performing the terms of this Plan, or (iii) consummating the merger contemplated by this Plan by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Rocky Mountain Clean Air Action.

4. There is no action, suit, proceeding or claim affecting Rocky Mountain Clean Air Action or any of its assets; nor, to the knowledge of Rocky Mountain Clean Air Action, is any such action, suit, proceeding or claim threatened or being asserted.

B. WildEarth Guardians represents and warrants to Rocky Mountain Clean Air Action as follows:

1. WildEarth Guardians is a nonprofit corporation duly organized and in good standing under the laws of the State of New Mexico, Colorado and Arizona. The execution and delivery of this Plan by the signatories hereto on behalf of WildEarth Guardians and the performance of this Plan by WildEarth Guardians have been duly authorized by WildEarth Guardians. WildEarth Guardians has the legal capacity and authority to execute, deliver and perform this Plan.

2. WildEarth Guardians' execution and delivery, and its performance under, this Plan, shall not constitute or result in any default or breach of any contract, agreement, order, judgment, decree, instrument or obligation affecting WildEarth Guardians.

3. WildEarth Guardians is not prohibited from (i) executing or delivering this Plan (ii) complying with or performing the terms of this Plan, or (iii) consummating the merger contemplated by this Plan by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over WildEarth Guardians.

4. There is no action, suit, proceeding or claim affecting WildEarth Guardians or any of its assets; nor, to the knowledge of WildEarth Guardians, is any such action, suit, proceeding or claim threatened or being asserted.

VIII. Further Action

From time to time before the merger and when requested by WildEarth Guardians or Rocky Mountain Clean Air Action, the other party will take such actions as the requesting party may deem necessary or desirable and as are reasonable in order to vest in and confirm to the surviving corporation title to and possession of all of its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Plan.

IX. Conduct of Business Pending Merger

Rocky Mountain Clean Air Action and WildEarth Guardians each agree to the following, pending the effective time of the merger:

A. Activities and business of Rocky Mountain Clean Air Action and WildEarth Guardians will be conducted only in the ordinary course.

B. No change will be made in the articles of incorporation or bylaws of WildEarth Guardians or Rocky Mountain Clean Air Action without the other party's prior written consent.

X. Donor-Restricted Assets of Rocky Mountain Clean Air Action

WildEarth Guardians agrees that it shall cause the surviving corporation to separately designate any pre-merger donor-restricted funds or funds corporately committed to identified projects of Rocky Mountain Clean Air Action and that it shall so use such funds.

XI. Benefit

This Plan shall be binding upon, and inure to the benefit of, the respective legal representatives of Rocky Mountain Clean Air Action and to the successors and assigns of WildEarth Guardians.

XII. Governing Law

This Plan shall be delivered and is intended to be performed in the State of Colorado and the State of New Mexico, and it shall be construed and enforced in accordance with the laws of those states as applicable.

XIII. Notices

All notices and communications required or permitted under this Plan shall be in writing and shall be deemed given and delivered to, and received by, the receiving party when (1) hand-delivered to the address of the receiving party set forth below; (2) when sent by facsimile transmission to the telephone number of the receiving party set forth below; (3) when sent by electronic mail to the e-mail address of the receiving party set forth below; (4) one day after deposit with a national overnight courier addressed to the receiving party at the address set forth below; or (5) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the address set forth below. Any party may change the address and

facsimile telephone number set forth below upon giving notice thereof to the other party(ies) in accordance herewith.

Rocky Mountain Clean Air Action:
Attn: Jeremy Nichols, Executive Director

Address: 1536 Wynkoop St, Ste 302
Denver, Co 80202
Facsimile No.: 303-573-1881
E-mail address: rmcleanair@gmail.com

WildEarth Guardians: Attn: John Horning, Executive Director

Address: 312 Montezuma
Santa Fe, NM 87501
Facsimile No.: 505-989-8623
E-mail address: jhorning@wildearthguardians.org

XIV. Counterparts

This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XV. Entire Agreement; Severability; Waiver

This Plan constitutes the entire agreement between the parties. In the event any provision of this Plan is deemed void or unenforceable for any reason, the unenforceability shall not affect the remainder of the Plan, which shall remain in full force. Waiver by either party of a breach or a violation of any provision or term of this Plan shall not be construed to be a waiver of any subsequent breach of the provision or term or of any other provision or term.

Dated: 8/24/08

WILDEARTH GUARDIANS,
a New Mexico nonprofit corporation

By: [Signature]
Peter Schoenburg, President

Attest: Tom Noble
Tom Noble, Treasurer

ROCKY MOUNTAIN CLEAN AIR ACTION,
a Colorado nonprofit corporation

By: [Signature]
Eric Bonds, Board of Directors

Attest: McCrystie Adams
McCrystie Adams, Board of Directors