

AGREEMENT OF MERGER

AGREEMENT OF MERGER dated as of June 15, 2024 by and among ALUMNAE ASSOCIATION OF MOUNT HOLYOKE COLLEGE, a Massachusetts nonprofit corporation (the “Alumnae Association”), and Class of 1965 , a Massachusetts unincorporated association (the “Class”). The Alumnae Association and the Class shall sometimes be referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, the Alumnae Association operates to advance the interests of Mount Holyoke College and to cooperate in its work; and

WHEREAS, the Class is an unincorporated association formed to further the work of the Alumnae Association by engaging alumnae of Mount Holyoke College; and

WHEREAS, the Parties desire to merge the Class into the Alumnae Association in order to simplify the administration of alumnae activities for both Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

ARTICLE I Effective Date of Merger

The effective date of the merger is the date first written above (the “Effective Date”).

ARTICLE II Post-Merger Organizational Issues

1. The Alumnae Association is the survivor of the merger, and its name is “Alumnae Association of Mount Holyoke College” as of the Effective Date.

2. Except as specifically set forth herein, the corporate existence of Alumnae Association with all its purposes, powers, and privileges, continues unaffected and unimpaired by this merger; the corporate identity, with all the purposes, powers, and privileges, of the Class is merged into the Alumnae Association.

3. The By-Laws of the Alumnae Association are the By-Laws of the Alumnae Association as the surviving corporation.

4. The Class has no employees.

5. The officers and directors of the Alumnae Association are unaffected by this merger.

6. The Parties agree and acknowledge that as of the Effective Date, all of the assets of the Class, including without limitation, all licenses, insurance policies, leases and contract rights, if any, are deemed to be owned by the Alumnae Association as of the Effective Date. Furthermore, the Alumnae Association assumes all contract responsibility as well as financial and administrative responsibilities for the Class’s accounts payable and receivable, if any, and for all of the Class’s payroll and tax obligations, if any.

7. The Class does not own any real property.

ARTICLE III

Adoption of Agreement

The board of directors of the Association and the members of the Class have voted to authorize the execution of this Agreement, by a vote at a meeting called for such purpose in the manner prescribed in their Bylaws or by unanimous written consent, on the following dates:

Association Members: [June 28, 2024] (date)

Class Members: [June 15, 2024] (date)

Attached hereto as Exhibits A and B, respectively, are minutes of the meetings of the board of directors of the Association and of the members of the Class, or their unanimous written consents, authorizing the president and treasurer of each to execute this Agreement on behalf of each.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ALUMNAE ASSOCIATION OF MOUNT HOLYOKE COLLEGE

By: *Ellen Hyde Pace*
Ellen Hyde Pace (Jul 3, 2024 15:59 EDT)
Name: Ellen Hyde Pace
Its: [President/Treasurer] President

CLASS OF 1965

By: *Dorothy B. Derick*
Dorothy B. Derick (Jul 2, 2024 16:18 EDT)
Name: Dorothy B. Derick
Its: President

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