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2024-05-20 14:14:27 EDT

Saul Ewing LLP

From: Molina, Natasha

FILE 000000102

Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
ACTS LEGACY FOUNDATION, INC.**

Certificate of Status	0
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Page Count	08
Estimated Charge	\$78.75

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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 617.1405, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>ACTS Legacy Foundation, Inc.</u>	<u>Delaware</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Mease Life Residents Foundation, Inc.</u>	<u>Florida</u>	<u>N03448</u>
<u></u>	<u></u>	<u></u>
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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 / 01 / 2024 (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)

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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 March 20, 2024.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
17 FOR -0- 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 _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ 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 February 29, 2024. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 9 FOR -0- 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 _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST _____

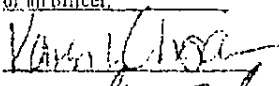
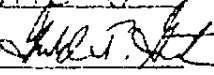
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Seventh: SIGNATURES FOR EACH CORPORATION

<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>
ACTS Legacy Foundation, Inc.		Karen I. Christiansen, President
Mease Life Residents Foundation, Inc.		Gerald T. Grant, Vice Chair & CEO

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CLERK OF COURT
JULIA A. ST. JOHN

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PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

ACTS Legacy Foundation, Inc.

Delaware

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Mease Life Residents Foundation, Inc.

Florida

The terms and conditions of the merger are as follows:

See attached.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

None

Other provisions relating to the merger are as follows:

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CLERK OF DISTRICT COURT
J. ELLIOTT

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made effective as of the 1st day of June, 2024, by and between ACTS LEGACY FOUNDATION, INC., a Delaware nonstock, nonprofit corporation having offices at 726 Loveville Road, Suite 3000, Hockessin, New Castle County, Delaware 19801 (hereinafter "ALF" or the "Surviving Corporation"), and MEASE LIFE RESIDENTS FOUNDATION, INC., a Florida nonprofit corporation having offices at 700 Mease Plaza, Dunedin, Florida 34698 (hereinafter "ML Foundation").

BACKGROUND

ALF was formed in 2000 and is organized, and at all times operated, exclusively for the benefit of, to perform the functions of, or to carry out the purposes of ACTS Retirement-Life Communities, Inc. and other organizations under common control of ACTS Retirement Services, Inc., as are described in Section 501(c)(3) and Section 509(a)(1) and Section 509(a)(2) of the Internal Revenue Code of 1986 or corresponding sections of any future federal tax code. ML Foundation was formed in 1984 and is organized and operated exclusively, among other reasons, for the benefit of, to perform the functions of, or to carry out the purposes of its sole member, Mease Life, Inc. After review and consideration of various alternatives, the Board of Directors of ML Foundation has determined that it is in the best interest of ML Foundation that ML Foundation be merged with and into ALF pursuant to this Agreement. The Board of Directors of ALF has determined that it is in the best interest of ALF that such a merger be accomplished and is willing to engage in such a merger pursuant to the terms of this Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises contained herein and intending to be legally bound, the parties agree as follows:

1. Plan of Merger.

1.1 Plan of Merger. Subject to the terms and conditions of this Agreement and in accordance with the provisions of the Delaware law, as amended, at the Effective Time (as hereinafter defined), ML Foundation shall merge with and into ALF (the "Merger"). ALF shall be the surviving corporation and shall continue to be incorporated as a nonprofit corporation under and governed by the laws of the state of Delaware, and ML Foundation shall cease to exist as a Florida nonprofit corporation.

1.2 Effective Time. Subject to the provisions of this Agreement, the parties shall duly prepare, execute and file (A) a Certificate of Merger complying with the Delaware General Corporation Law with the Secretary of State of the State of Delaware, and (B) Articles of Merger complying with the Florida Statutes with the Florida Department of State. The Merger shall become effective at 12:01 am on June 1, 2024 ("Effective Time"), or at such different time

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as the Chairpersons of the Boards of Directors or Chief Executive Officers of ALF and ML Foundation shall hereafter establish.

2. Governance Matters.

2.1 Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of ALF shall be and remain the Certificate of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Bylaws. The Bylaws of ALF as in effect immediately prior to the Effective Date of the Merger shall be and remain the Bylaws of the Surviving Corporation.

2.3 Directors; Officers. As of the Effective Time, the directors and officers then in office of the Surviving Corporation shall continue to be the directors and officers of ALF, each of whom shall serve until such time as his or her successor is elected and qualified as provided herein.

3. Effect of Merger.

3.1 Effect of Merger. At the Effective Time, the separate existence of ML Foundation shall cease, and ML Foundation shall be merged with and into ALF. ALF shall thereupon possess the following (the "Property"): (i) all of the rights, privileges, immunities, powers and franchises, of any nature, of ML Foundation; (ii) all property (real, personal and mixed) of ML Foundation, including, but not limited to, (iii) all debts due to ML Foundation on whatever account; and (iv) all other interests of or belonging to or due to ML Foundation. The foregoing shall be taken and deemed to be transferred to and vested in ALF without further act or deed. ALF shall thereafter be responsible for all liabilities and obligations of ML Foundation whether absolute or contingent, matured or unmatured, known or unknown, including but not limited to the duty to indemnify directors, officers and other representatives of ML Foundation for any claims arising out of actions or inactions as directors, officers or other representatives of ML Foundation. Any claim existing or action or proceeding pending by or against ML Foundation may continue as if the Merger had not taken place and may be defended or prosecuted by ALF. At the discretion of ALF, ALF may be substituted in the place of ML Foundation in any such action or proceeding. Neither the rights of the creditors of ML Foundation or any liens upon the Property shall be impaired by the Merger.

3.2 Execution and Delivery. ML Foundation shall at any time, or from time to time, as and when requested by ALF execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of ALF, all such conveyances, assignments, transfers, deeds or other instruments, and shall take or cause to be taken such further action as ALF may deem necessary or desirable in order to evidence the transfer, vesting, perfection in or confirmation of title and possession of all of the Property in ALF and otherwise to carry out the intent and purpose of this Agreement.

4. Miscellaneous.

4.1 Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and their respective successors and assigns.

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4.2 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Delaware.

4.3 Amendment. No term or provision of this Agreement may be modified or amended, except by a written instrument executed by the parties hereto.

4.4 Headings. Section headings in this Agreement are included for the convenience of reference only and shall not constitute part of this Agreement for any other purpose.

4.5 Severability. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances is held invalid, then the remainder of this Agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby.

4.6 Survival. The representations, warranties, covenants and promises of each party hereto shall be deemed to be material and to have been relied upon by the other party notwithstanding any investigation made or notice received by the other party. All remedies with respect to a breach of such representations, warranties, covenants and promises shall survive the Merger.

4.7 Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any and all prior agreements, written or oral, between the parties hereto relating to the subject matter of this Agreement.

[End of Page; Signatures Follow]

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CLERK OF COURT
JANUARY 2024

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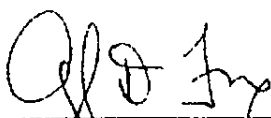
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IN WITNESS WHEREOF, the parties have duly executed this Agreement and Plan of Merger, under seal on the day and year first written above.

Attest:

ALP:

ACTS LEGACY FOUNDATION, INC.



Glenn D. Fox
Assistant Secretary

By:



Karen I. Christiansen
President

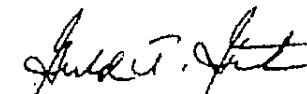
Attest:

ML FOUNDATION:

MEASE LIFE RESIDENTS
FOUNDATION, INC.

Jonathan Grant
Assistant Secretary

By:



Gerald T. Grant
Chief Executive Officer

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