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MERGER OR SHARE EXCHANGE
THE AMYOTROPHIC LATERAL SCLEROSIS ASSOCIATION, INC.

Certificate of Status	0
Certified Copy	0
Page Count	21
Estimated Charge	\$70.00

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Please keep the original submission date as the file date (9/1/2023)

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)
THE AMYOTROPHIC LATERAL SCLEROSIS ASSOCIATION, INC.	Delaware	F93000002873

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
THE ALS ASSOCIATION FLORIDA CHAPTER, INC.	Florida	N22299
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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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

9 / 8 / 2023

OR _____ / _____ / _____ (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 _____. The number of directors office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

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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 January 24, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 10 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

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

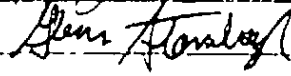
Typed or Printed Name of Individual & Title

THE AMYOTROPHIC LATERAL
SCLEROSIS ASSOCIATION, INC.



Calanett Balas, CEO

THE ALS ASSOCIATION FLORIDA
CHAPTER, INC.



Glenn Stambaugh, Chair

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 TALLAHASSEE, FL

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:

<u>Name</u>	<u>Jurisdiction</u>
The Amyotrophic Lateral Sclerosis Association, Inc.	Delaware
_____	_____

The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
THE ALS ASSOCIATION FLORIDA CHAPTER, INC.	Florida
_____	_____
_____	_____
_____	_____
_____	_____

The terms and conditions of the merger are as follows:
see attached plan of merger

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

see attached restated certificate of incorporation

Other provisions relating to the merger are as follows:

none

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PLAN AND AGREEMENT OF MERGER
 BY AND AMONG
 THE AMYOTROPHIC LATERAL SCLEROSIS ASSOCIATION
 AND
 THE ALS ASSOCIATION FLORIDA CHAPTER

This Plan and Agreement of Merger ("Agreement") dated effective as of January 24, 2023 is among The Amyotrophic Lateral Sclerosis Association ("ALSA"), a Delaware nonprofit corporation, and the ALS Association Florida Chapter, a Florida nonprofit corporation ("Chapter"). Collectively, ALSA and Chapter are referred to in this Agreement as ("Parties") and individually ("Party").

RECITALS

The Agreement contemplates the merger transaction described below (the "Merger") upon the terms and conditions set forth herein, and in accordance with the laws of the State of Delaware.

The Merger effectuated by this Agreement fulfills the terms of the Transfer Agreement previously approved between the Parties with a Closing Date of November 1, 2022, requiring the Parties to merge.

The Parties believe that the Merger will result in a more strategically aligned and operationally efficient and effective entity with a greater ability to achieve mission impact. The resulting entity will be structured as a unified corporation with distributed mission delivery enabling the modernization of systems and processes, more effective operations, reducing redundancies, and securing broader and deeper support for the Amyotrophic Lateral Sclerosis ("ALS") patient and caregiver community. Ultimately, the merged organization will be best structured to find treatments and a cure for the disease. The ALSA Board of Trustees and the Board of Directors of the Chapter believe that it is advisable and in the best interest of their respective organizations and the communities that they serve to effect the merger and the transactions described in this Agreement.

THEREFORE, the Parties covenant and agree as follows:

Article I. Basic Terms and Effect of Merger.

1.01 Merger and Surviving Corporation. As of the Effective Date (as hereinafter defined) of the Merger, Chapter will merge with and into ALSA, with Chapter ceasing to exist separately and ALSA continuing its existence as the Surviving Corporation (hereinafter the "Surviving Corporation").

1.02 Name. As of the Effective Date, the name of the Surviving Corporation shall be The Amyotrophic Lateral Sclerosis Association, and all duly filed assumed names until such time that the Board of Trustees determines otherwise. ALSA shall secure the right to include

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geographical descriptors for appropriate purposes, for example, 'The ALS Association in Florida.'

1.03 Transfer of Assets. As of the Effective Date, the Surviving Corporation shall possess all the rights and privileges of Chapter. It will also possess title to all real, personal, and mixed property of and debts due to Chapter. Every other interest belonging to or due to Chapter will be deemed to be transferred to and vested in the Surviving Corporation, without the necessity for further action.

1.04 Assumption of Liabilities and Obligations. As of the Effective Date, the Surviving Corporation shall assume and be liable for all the liabilities and obligations of Chapter. The Surviving Corporation may prosecute or defend to judgment any claim existing or any action or proceeding pending by or against Chapter as if the Merger had not taken place, or the Surviving Corporation may be substituted in place of Chapter. The Merger will impair neither the rights of creditors nor any liens upon the property of the Chapter or the Surviving Corporation.

1.05 Payment of Expenses. The Surviving Corporation agrees to pay costs and expenses in carrying out the required filings.

1.06 Mission, Focus, and Commitment. ALSA's mission is to discover treatments and a cure for ALS, and to serve, advocate for, and empower people affected by ALS to live their lives to the fullest. The strategic plan aims to transform ALS while we work to cure it and includes the following areas of focus that require work from staff and volunteers collectively applying resources throughout the nation: find new treatments and cures, optimize current treatments and care, prevent or delay harms associated with ALS, ALSA builds hope and enhances the quality of life by leading the way in global research, providing assistance for people with ALS, coordinating multidisciplinary care through certified clinical care centers, and fostering government

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partnerships. This Merger brings value from the Chapter, including but not limited to:

- a) Connection with geographically specific communities.
- b) Expertise related to caring for and serving people living with ALS and their families.
- c) Building and securing financial support for the ALSA mission, and
- d) Relationships with clinic partners;

together with the value of ALSA, including but not limited to:

- a) Securing funding for the mission.
- b) Building effective care service standards.
- c) Supporting and driving ALS research, and
- d) Advocacy strategies and actions.

and aligns the Parties to be best positioned to reach their shared goals in support of the ALSA mission.

1.07 Governance. The Board of Trustees (hereinafter "BOT") shall be the fiduciaries of the Surviving Corporation and shall govern the Surviving Corporation in accordance with state and federal laws, ALSA's Certification of Incorporation, and ALSA's Bylaws.

1.08 Leadership Councils. Upon the Effective Date, the Surviving Corporation will recognize the Chapter's Board of Directors as the Florida Leadership Council. The structure and role of the Florida Leadership Council shall be stated in the Surviving Corporation's Bylaws. The key responsibilities of the Leadership Council shall include, but not be limited to:

- (a) Engaging in ALSA philanthropic efforts.
- (b) Participating in strategic planning.
- (c) Providing knowledge and expertise to community-based staff leaders in the development of resources and budget planning.
- (d) Ensuring ALSA resources toward multidisciplinary care
- (e) Developing contacts within the target contingency groups including corporate leaders.
- (f) Participating in the evaluation of community-based staff executives, and
- (g) Actively supporting ALSA's public policy and advocacy efforts.

1.09 Mission Assembly. At least once each year including within 12 months of the Effective Date, the Surviving Corporation shall host a Mission Assembly. The Chair and Vice-Chair of the Florida Leadership Council, or their named designee from the then-serving Leadership Council members, shall be invited to all Mission Assembly meetings and events. The role and purpose of the Mission Assembly will be centered around mission-focused discussion as

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documented in ALSA’s Bylaws. The Chair of ALSA shall appoint a Trustee as Speaker and a Trustee as Vice-Speaker of the Assembly.

1.10 Care Services. From and after the Effective Date, the Surviving Corporation will be committed to continue supporting people and their families living with ALS by providing care services with geographically close staff in Florida and at a quality equal to or better than the care services provided by the Chapter prior to the Effective Date.

- (a) The Surviving Corporation will bring forward the Chapter’s care services program budget from the prior fiscal year and commit to fund all programs and services from the Chapter’s care services budget at the same or higher level for at least two (2) years after the Effective Date unless unanticipated financial or environmental indicators move the Board of Trustees to do otherwise, including, but not limited to, the availability of new treatments. In such instances that care services programs will significantly change, the Surviving Corporation shall consult and communicate with the Florida Leadership Council as far in advance as reasonably possible. This Agreement secures that resources originating in Florida will continue to benefit that same geography first.
- (b) The Surviving Corporation will work in partnership with geographically organized staff and volunteers and use gathered relevant information to identify best practices for care delivery in alignment with ALSA’s strategic goals. The outcome of this work will be standards of care that will guide programs and program delivery in such a way as to not diminish the care services people living with ALS previously received from the Chapter, but rather to augment those services and the quality thereof.

1.11 Reserves. In compliance with the terms of the Transfer Agreement between ALSA and the Chapter, the Chapter may have a cash reserve positive balance (hereinafter “Florida Cash Reserves”) upon the Effective Date.

- (a) Prior to the Effective Date, the Chapter shall have paid all expenses associated with operating their cash reserves as documented in the Transfer Agreement, including but not limited to expenses related to required filings associated with the Chapter’s cash asset, their reserves.
- (b) ALSA shall account for the total amount of the Florida Cash Reserves as restricted for use only by ALSA for those purposes and ALSA’s mission as determined by the Florida Leadership Council.
- (c) The Surviving Corporation will provide the Florida Leadership Council an impact report of the transferred cash reserves each quarter or upon reasonable written request.

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1.12 Budget

- (a) Upon the Effective Date ALSA shall be the fiduciary of all incoming and outgoing funds.
- (b) Upon the Effective Date, the Surviving Corporation shall seek to maintain mission investment levels that existed prior to the Effective Date and strive to provide impact reports to the Florida Leadership Council biannually.
- (c) The Florida Leadership Council and geographically focused staff shall identify needs and opportunities for budget increases or opportunities for budget reductions and shall work collaboratively with the Surviving Corporation to make adjustments based on available resources, the potential of opportunities, the needs of programs and services, fundraising, and operational upgrades.
- (d) All donor restricted funds will be utilized for the express donor intent, purpose, and restriction.

Article II. Statement of Merger and Effective Date.

2.01 Representative's Support of Merger. The Chapter represents and warrants that its representative to The ALS Association's Board of Representatives shall vote in favor of the Merger by signing the Written Consent in Lieu of Meeting of the Members of ALSA (the "Written Consent"), or the Chapter shall remove and replace the representative with a person who will sign the Written Consent.

2.02 Statement of Merger. Following approval of the Merger by each Parties' Board and provided that: (i) the conditions specified in Article V and VI herein shall have been fulfilled or waived; and (ii) this Agreement has not been terminated and abandoned pursuant to Section 6.03 herein, the Surviving Corporation will file the Certificate of Merger and associated and required documents with the Delaware Secretary of State and both the Surviving Corporation and Chapter will each file the required documents with the Florida Secretary of State.

2.03 Effective Date. The Merger shall become effective on May 1, 2023 (the "Effective Date").

Article III. Governing Documents and Structure of Surviving Corporation.

3.01 Certificate of Incorporation of Surviving Corporation. As of the Effective Date, ALSA's Amended and Restated Certificate of Incorporation, attached as Exhibit I to this Agreement is

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approved and adopted as the Amended and Restated Certificate of Incorporation of the Surviving Corporation, to be filed with the Delaware Secretary of State.

3.02 Bylaws of Surviving Corporation. As of the Effective Date, ALSA’s Amended and Restated Bylaws, attached as Exhibit 2 to this Agreement, are approved and adopted as the Amended and Restated Bylaws of the Surviving Corporation, subject to alteration or amendment from time to time by the Board of Trustees of the Surviving Corporation in accordance with the terms thereof.

3.03 Board of Surviving Corporation. Upon the Effective Date, the Board of Trustees of the Surviving Corporation shall be as set forth on Schedule A, attached to and incorporated into this Agreement by this reference. All such individuals will serve as trustees of the Surviving Corporation in accordance with the Amended and Restated Bylaws of the Surviving Corporation for the duration of their respective terms as carried forward, and thereafter until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation, or removal.

3.04 Officers of Surviving Corporation. Upon the Effective Date, the officers of the Surviving Corporation shall be as set forth on Schedule A. The officers shall serve until the expiration of their current terms or until their resignation, removal, or death, in accordance with the Amended and Restated Bylaws of the Surviving Corporation.

Article IV. Due Diligence and Ordinary Course of Business.

4.01 Due Diligence Materials. Each Party has provided, prior to the Effective Date hereof, and as requested or waived as a request to the other Party:

- (a) All financial statements, tax returns, and other requested financial information for the two (2) fiscal years prior to this Agreement (and any part of the current fiscal year through the date of this Agreement); and
- (b) Any other information (i) which has been reasonably requested by a Party, (ii) which would, in whole or in part, make any of the above information not misleading, or (iii) which would have a material effect on the Merger.
- (c) Both Parties agree to provide to the other Party any updates, additions, changes, or corrections to the above information necessary to make such information substantially complete, accurate, and current through the Effective Date.

4.02 Ordinary Course of Business. From the date of this Agreement through the Effective Date, except as consented to in writing by the Parties, each Party shall continue its operations in compliance in all material respects with all applicable laws and shall operate in the ordinary course of business consistent with past practice and shall use commercially reasonable efforts to maintain its assets, properties, and rights in at least as good order and condition as exists on the

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date of this Agreement, subject to ordinary wear and tear and insurable loss excepted. Each Party shall use commercially reasonable efforts to maintain and preserve its organization intact and maintain its relationships with donors, suppliers, funded clinics, and others having relations of similar character or import with such Party consistent with past practice and the intent of this Agreement.

Article V. MUTUAL REPRESENTATIONS AND WARRANTIES.

Each party represents and warrants to the other parties as follows:

5.01 Organization and Good Standing; 501(c)(3) Status. Both Parties are a nonprofit or non-for-profit corporations duly incorporated, validly existing, and in good standing under the laws of the state in which it is incorporated and have the full power and authority to execute, deliver, and perform its obligations under this Agreement. The Surviving Corporation has been and is currently recognized as exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code and by adhering to the Chapter's charter agreement with ALSA. Chapter is granted tax-exempt status. Neither Party's status as an exempt organization has been modified, limited, or revoked, and it is in compliance with all terms, conditions, and limitations of such status. To their knowledge, there is no pending action by the IRS or any other federal or state governmental authority regarding the validity of their exempt status.

5.02 Authorization and Enforceability. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action on the part of each Party as required by each state the Parties are incorporated in and their respective organizational documents. When executed and delivered by the Parties, this Agreement will constitute the legal, valid, and binding obligation of both Parties, enforceable against one another in accordance with its terms.

5.03 No Pending Litigation or Proceedings. There is no action, suit, investigation, or proceeding pending or, to either Party's knowledge of the Board of each Party, threatened, at law or in equity, by or before any governmental authority against either Party, and there is presently no outstanding judgment, decree, or order of any governmental authority against either Party or to which its assets are bound.

5.04 Financial Statements; No Material Adverse Changes. The financial statements of each Party: (1) have been prepared in all material respects in accordance with the books and records of each Party; (2) fairly present, in all material respects, the financial condition of each Party as of their respective dates and its results of operations for the periods covered thereby; and (3) have been prepared in accordance with GAAP consistently applied. Since February 1, 2022, there have occurred no material adverse changes in the assets, liabilities, financial condition, or business of each Party as reflected in such financial statements.

5.05 Undisclosed Liabilities. To the knowledge of each Party, it does not have (i) any liability or obligation of any nature (including, without limitation, liens, encumbrances, mortgages, deeds of trust, security interests, pledges or any other claims or charges, whether absolute, contingent, un-asserted, asserted or otherwise) that is required to be reflected in its financial

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statements that are not reflected in its financial statements, and (ii) there are no material liabilities or contingent liabilities of either Party that are not reflected in its financial statements, in each case, other than those incurred in the ordinary course of business since the date of the financial statements.

5.06 Taxes; Exemptions. Each Party has duly and timely filed all material federal, state, and other information or tax returns (including, without limitation, Form 941, Form 990, and Form 990-T) required by law to be filed by each Party; such returns are true, complete and correct in all material respects; and all taxes shown to be due on such returns and all other taxes, including employment and withholding tax, due and owing by such Party have been timely paid or adequate provision made. To either Party's knowledge, none of the federal information or tax returns of either Party have been or are currently being audited by the IRS. There are no assessments or adjustments pending or threatened against either Party for any period, or, to the knowledge of either Party, is there any basis for any such assessment or adjustment.

5.07 No Conflicts. The execution, delivery, and performance by each Party of this Agreement and the consummation of the transactions contemplated hereby will not violate, breach, or result in a default under its Certificate of Incorporation or Bylaws, the provisions of any federal, state, or local law or regulation applicable to it, any judgment or order of any federal, state, or local governmental authority binding upon it.

5.08 Insurance. Each Party maintains and has maintained during the last three (3) years, without interruption, policies or binders of insurance covering such risks and events, including personal injury, property damage, general liability, and Directors and Officers (as provided by the Surviving Corporation to the Chapter) errors and omissions, to provide commercially reasonable insurance coverage for all the assets and operations of each Party. There are no outstanding claims under any insurance policy maintained by each Party.

5.09 Compliance with Laws. Each Party's business is operated and has been operated in compliance in all material respects with all applicable laws and each Party has in full force and effect all material licenses and other rights and privileges required to carry on its operations as now being conducted.

5.10 Title to Assets. Each Party has good and marketable title to, or valid leasehold interests, all the properties, and assets such party purports to own, free and clear of all liens and encumbrances. All each Party's properties and assets are in good condition, with normal wear and tear excepted.

5.11 No Misleading Statements. Neither this Agreement (including, without limitation, the disclosure schedules hereto) nor each Party's financial statements, nor any certificate or document furnished or to be furnished by or on behalf of each Party or any of its representatives in connection with the transactions contemplated herein, contains, or will contain any untrue statement of a material fact. This Agreement (including, without limitation, the disclosure schedules hereto) and each Party's financial statements do not, or will not, considered as a

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whole, omit to state any material fact necessary to make the statements herein or therein not misleading.

5.12 Service of Process. The Surviving Corporation may be served with process in the state of Florida in accordance with the procedures set forth in FL Stat § 617.1107(2).

Article VI. Conditions, Amendment, and Termination of Merger.

6.01 Conditions to Merger. The respective obligations of the Parties to consummate the Merger pursuant to this Agreement are subject to, and conditioned upon:

- (a) each of the Parties having obtained any and all consents necessary for the Merger;
- (b) each of the Parties having conducted its due diligence and investigated the business and operations of the other parties to its reasonable satisfaction;
- (c) the representations and warranties of each of the Parties contained in this Agreement or in any document delivered under this Agreement being true, correct, and complete in all material respects immediately prior to the Effective Date with the same force and effect as if made immediately prior to the Effective Date; and
- (d) each Party having performed and complied with, in all material respects, all covenants, agreements, and obligations required by this Agreement to be performed or complied with by it prior to or on the Effective Date.

6.02 Amendment of Agreement. The Parties, by mutual consent of each Party's Board, may amend, modify, or supplement this Agreement in such manner as may be agreed upon by them in writing at any time prior to the Effective Date as reasonably necessary to carry out the transaction contemplated by this Agreement.

6.03 Termination of Merger. This Agreement may be terminated, and the Merger abandoned for cause related to the material breach of any representations, warranties or covenants contained in this Agreement, or for other good cause by the non-breaching Party.

Article VII. General Provisions.

7.01 Notice. All notices and communications required under this Agreement must be in writing, and will be considered given when delivered personally to the recipient; sent by e-mail to the recipient, with verification of delivery or receipt; sent to the recipient by a reputable overnight courier service, charges prepaid, with delivery confirmation; or sent by registered or certified mail, charges prepaid, with return receipt requested, in each case (other than for personal delivery)

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addressed to the recipient at the following address, or such other address as the recipient may have furnished to the other party in writing:

ALSA
Calaneet Balas, CEO
1300 Wilson Blvd, Suite 600,
Arlington, VA, 22209

ALS Association Florida Chapter
Hampton Graham, Board Chairman
3242 Parkside Center Cir., Tampa, FL 33619

7.02 Nonsurvival of Representations, Warranties, and Covenants. None of the representations, warranties, covenants, or agreements in this Agreement shall survive the Effective Date of the Merger, except any covenant or agreement of the Parties which by its terms contemplates performance after the Effective Date of the Merger and if such exists shall accompany this Agreement. If any such agreements exist, they shall be attached hereto as Exhibit 3.

7.03 Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. Facsimile signatures shall be considered binding.

7.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise apply under applicable principles of conflicts of laws thereof.

7.05 Dispute Resolution. In connection with any dispute among the Parties arising under or related in any way to this Agreement, the Parties agree to first attempt to negotiate in good faith to resolve the dispute including consideration of non-binding arbitration. If negotiation is not successful, the Parties consent and submit to venue and exclusive jurisdiction in the federal and state courts located in Delaware.

7.06 Assignment. No Party may assign any rights, duties, or obligations under this Agreement without each other Party's prior written approval, which may be granted or withheld in the other Party's sole discretion. Subject to this limitation, this Agreement will bind the Parties and inure to the benefit of their respective successors, assigns, and legal representatives.

7.07 No Presumption Against Drafter. This Agreement will be construed without regard to any presumption or rule requiring construction against the Party drafting this Agreement.

7.08 Publicity. All publicity and marketing materials related to the Merger shall be reviewed and approved by both Parties, prior to their release or distribution, to ensure consistency. Review shall be reasonable.

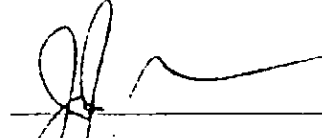
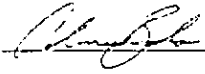
7.09 Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or Party other than the Parties to this Agreement, and their respective successors and assigns.

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Each person executing this Agreement on behalf of a Party certifies that they have been duly authorized to execute this Agreement in the name of and on behalf of such Party.

Amyotrophic Lateral Sclerosis Association

ALS Association Florida Chapter



Calaneet Balas, CEO

John Hampton Graham, Board Chairman

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AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF

THE AMYOTROPHIC LATERAL SCLEROSIS ASSOCIATION

The Amyotrophic Lateral Sclerosis Association (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

- A. The current name of the Corporation is The Amyotrophic Lateral Sclerosis Association.
- B. The Corporation was formed as a non-stock nonprofit corporation. The Corporation's Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on January 7, 1985.
- C. The Corporation filed a Certificate of Amendment to Certificate of Incorporation with the Secretary of State of the State of Delaware on July 31, 1987.
- D. The Corporation filed a Certificate of Amendment to Certificate of Incorporation with the Secretary of State of the State of Delaware on July 19, 1993.
- E. The Corporation filed a Certificate of Amendment to Certificate of Incorporation with the Secretary of State of the State of Delaware on December 23, 1996.
- F. The Corporation filed a Certificate of Change of Registered Agent with the Secretary of State of the State of Delaware on January 11, 2010.
- G. This Amended and Restated Certificate of Incorporation, which amends and restates the provisions to the Corporation's Certificate of Incorporation, was duly adopted in accordance with Sections 242, 245, 251, 252, 255, 256, and 228 of the General Corporation Law of the State of Delaware.
- H. This Amended and Restated Certificate of Incorporation of the Corporation hereby is amended and restated to read in its entirety as follows:

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AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
THE AMYOTROPHIC LATERAL SCLEROSIS ASSOCIATION

ARTICLE I

The name of the corporation is The Amyotrophic Lateral Sclerosis Association (the "Corporation").

ARTICLE II

The Corporation is organized exclusively for charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) (the "Code"). The purpose of the Corporation is to turn amyotrophic lateral sclerosis ("ALS") from a fatal disease into a livable one until it is cured. The Corporation funds global research, leads nationwide advocacy, and provides community-based care services for people living with ALS and their loved ones. The Corporation is a leading authority on all matters relating to ALS, while also serving to disrupt and break down traditional barriers that have slowed progress on finding new treatments and cures and better care. The Corporation also provides direct funding and support to its network of certified clinics, many of which provide the type of multidisciplinary care that has been shown to extend the lives of people living with ALS.

ARTICLE III

The street address of the registered office of the Corporation is 3411 Silverside Road, Rodney Building #104, Wilmington, County of New Castle, Delaware 19810, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporate Creations Network Inc.

ARTICLE IV

The Corporation is a non-stock nonprofit corporation.

ARTICLE V

No work shall be done and no institutions shall be operated by the Corporation for profit, but solely for the purposes hereinbefore set forth, and further provided that no part of the net earnings of the Corporation shall ensure to the benefit of any Member thereof, and further provided that the Corporation shall not disseminate or carry on propaganda or engage in any activity or activities for the purposes of influencing or attempting to influence any legislation, except as may be permitted pursuant to Section 501(c)(3), Section 501(h), or Section 4911 of the Code.

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STATE OF DELAWARE

ARTICLE VI

The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Code

ARTICLE VII

A. General. The Corporation shall not have any capital stock or membership interests. The board of directors of the Corporation shall be referred to as the Board of Trustees of the Corporation (the "Board of Trustees"), and each individual serving as a Trustee shall automatically be a Member during the individual's time of service on the Board of Trustees. The Members shall be only the individuals serving as Trustees at any given time. At the time the individual no longer is serving as a Trustee, the individual shall no longer be a Member. Each Trustee shall remain a Member until his or her successor is elected and qualified to the Board of Trustees, or until his or her earlier death, disability, resignation, or removal. The conditions for serving as a Trustee shall be set forth and provided in the By-Laws.

B. Election of Trustees. Election of Trustees need not be by written ballot unless the By-Laws shall so provide.

C. Number of Trustees; Term of Office. The number of Trustees initially shall be fixed at no less than 15 and no more than 31 and subsequently may be decreased or increased solely and exclusively by resolution duly adopted from time to time by the Board of Trustees. The Trustees shall be classified, with respect to the term for which they severally hold office, into three classes. The initial Class I Trustees of the Corporation shall be fixed at no less than 4 and no more than 12 and shall be Eugene Brandon, Mark Calmes, Christi Kolarcik, Paul Ingholt, Nancy LeaMond, Sandy Piersol; the initial Class II Trustees of the Corporation shall be fixed at no less than 4 and no more than 12 and shall be Michael Benatar, Tom Carroll, Fred DeGrandis, Connie Houston, Scott Kauffman, Tommy May, Peter McKown, Rebecca Moss, Kenton Van Harten; and the initial Class III Trustees of the Corporation shall be fixed at no less than 4 and no more than 12 and shall be Mark Stancil, Dave Van de Riet, Larry Falivena, Chris Tonniges, Bernie Zipprich, Bill Soffel, Jessy Ybarra, Annette Bowman, Doug Butcher; The initial Class I Trustees shall serve for a term expiring at the close of the first annual meeting of Members to be held following the initial effectiveness of this Certificate; the initial Class II Trustees shall serve for a term expiring at the close of the second annual meeting of Members following the initial effectiveness of this Certificate; and the initial Class III Trustees shall serve for a term expiring at the close of the third annual meeting of Members to be held following the initial effectiveness of this Certificate. The mailing address of each person who is to serve initially as a Trustee is c/o The ALS Association, 1300 Wilson Blvd, Arlington, VA 22209. At each succeeding annual meeting of Members, beginning with the first annual meeting of Members following the initial effectiveness of this Certificate, Trustees elected to succeed those Trustees whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of Members after their election. Notwithstanding the foregoing, Trustees elected to each class shall hold office until their successors are duly elected and qualified or until their earlier death, disability, resignation, or removal.

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STATE OF FLORIDA

ARTICLE VIII

The Corporation shall have perpetual existence.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Trustees is expressly authorized to amend or repeal the By-Laws, or to adopt new by-laws, subject to limitations that may be contained in the By-Laws.

ARTICLE X

Election of Trustees need not be by written ballot, unless the By-Laws provide otherwise.

ARTICLE XI

Meeting of the Board of Trustees may be held within or without the State of Delaware, as the By-Laws may provide. The books and records of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Trustees, or in the By-Laws.

ARTICLE XII

The provisions of this Certificate of Incorporation may be altered, canceled, or repealed upon either (a) (i) the vote of a majority of the Trustees at a meeting of the Board of Trustees called for such purpose, and (ii) the vote of a majority of the Members at a meeting of the Members called for such purpose, pursuant to the requirements of the DGCL, or (b) (i) written action (in lieu of a meeting) of all of the Trustees, pursuant to Section 141(f) of the DGCL, and (ii) written action (in lieu of a meeting) of the minimum number of votes of the Members that would be necessary to authorize or take such action at a meeting at which all Members having a right to vote thereon were present and voted, pursuant to Section 228(b) of the DGCL. The meeting of the Trustees and the meeting of the Members referred to in this ARTICLE XII may be held at the same meeting, unless the By-Laws provide otherwise.

ARTICLE XIII

No Trustee shall be liable to the Corporation or to its Members for monetary damages for breach of fiduciary duty as a Trustee, except for liability (a) for any breach of the duty of loyalty to the Corporation or its Members, (b) for acts or omissions not in good faith or which involve intentional misconduct or, a knowing violation of law, (c) pursuant to section 174 of the DGCL., or (d) for any transaction from which the Trustee derived an improper personal benefit. An amendment, repeal, or elimination of this ARTICLE XIII shall not affect its application with respect to an act or omission by a Trustee occurring before such amendment, repeal, or elimination unless this ARTICLE XIII provides otherwise at the time of such act or omission.

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SECRETARY OF STATE
TALLAHASSEE, FL

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ARTICLE XIV

No Officer shall be liable to the Corporation or to its Members for monetary damages for breach of fiduciary duty as an Officer, except for liability (a) for any breach of the duty of loyalty to the Corporation or its Members, (b) for acts or omissions not in good faith or which involve intentional misconduct, or a knowing violation of law, (c) for any transaction from which the Officer derived an improper personal benefit, or (d) for any action by or in the right of the Corporation. An amendment, repeal, or elimination of this ARTICLE XIV shall not affect its application with respect to an act or omission by an Officer occurring before such amendment, repeal, or elimination unless this ARTICLE XIV provides otherwise at the time of such act or omission.

ARTICLE XV

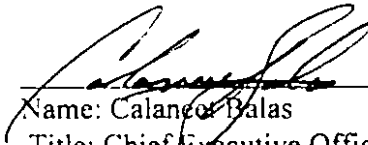
The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, or testifies or otherwise participates in, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding (whether or not by or in the right of the Corporation), by reason of the fact that such person is or was a Trustee or an Officer, or is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, proprietor, trustee, employee, agent, or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trust, nonprofit entity, employee benefit plan, or other enterprise, against all judgments, penalties (including excise and similar taxes), fines, settlements, and expenses (including attorneys' fees and court costs) actually and reasonably incurred by such person in connection with such action, suit, or proceeding to the extent permitted by any applicable law, and such indemnity shall inure to the benefit of the heirs, executors, and administrators of any such person so indemnified pursuant to this ARTICLE XV; provided, however, that, except for proceedings to enforce the right to indemnification, the Corporation shall not be obligated to indemnify any person pursuant to this ARTICLE XV in connection with an action, suit, or proceeding (or part thereof) initiated by such person unless such action, suit, or proceeding (or part thereof) was authorized or consented to by the Board of Trustees. The right to indemnification pursuant to this ARTICLE XV shall also include the right to be paid by the Corporation the expenses incurred in defending, testifying, or otherwise participating in any such proceeding in advance of its disposition; provided, however, that, if the DGCL requires, the payment of such expenses incurred by a Trustee or an Officer in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Trustee or Officer, to repay all amounts so advanced if it is ultimately determined that such Trustee or Officer is not entitled to be indemnified pursuant to this ARTICLE XV or otherwise. The rights to indemnification and advancement of expenses pursuant to this ARTICLE XV is a contract right and should not be deemed exclusive of any other right to which those seeking indemnification may be entitled under any law, by-law, agreement, vote of Members or disinterested Trustees, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee or Officer. Any repeal or amendment of this ARTICLE XV by changes in applicable law, or the adoption of any other provision of this Certificate of Incorporation inconsistent with this ARTICLE XV, shall, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable

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law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not adversely affect the indemnification of any person who may be indemnified at the time of such repeal or amendment or adoption of such inconsistent provision. The Corporation may, to the extent authorized from time to time by the Board of Trustees, grant the right to indemnification to any employee or agent of the Corporation to the extent of the provisions of this ARTICLE XV with respect to indemnification of Trustees and Officers, and may, by action of the Board of Trustees, pay in advance such expenses incurred by employees and agents of the Corporation upon such terms as the Board of Trustees deems appropriate. The rights to indemnification and advancement of expenses pursuant to this ARTICLE XV are prospective only and shall not provide indemnification and advancement rights to any person on a retroactive basis.

IN WITNESS WHEREOF, The Amyotrophic Lateral Sclerosis Association caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer on the ~~20~~ 1st day of September, 2023.

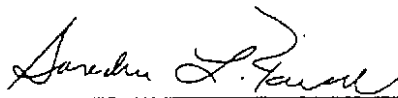
The Amyotrophic Lateral Sclerosis Association


 Name: Calaneo Balas
 Title: Chief Executive Officer

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 TALLAHASSEE, FL
 DEPARTMENT OF STATE

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ATTEST:


 Name: Sandy Piersol
 Title: Secretary