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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
GENSPIRATION FOUNDATION INC.**

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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 617.1105, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Genspiration Foundation, Inc.	Florida	N16000011727

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
2G Foundation, Inc.	Florida	N10000005127

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 07 / 31 / 2023 (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 _____.
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 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 _____. 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 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>
2G Foundation, Inc.	/s/ Noreen Segrest	Noreen Segrest, Chief Executive Officer
Genspiration Foundation, Inc.	/s/ Noreen Segrest	Noreen Segrest, Chief Executive Officer

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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

Genspiration Foundation, Inc.

Jurisdiction

Florida

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

Name

2G Foundation, Inc.

Jurisdiction

Florida

The terms and conditions of the merger are as follows:

See attached "Agreement and 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:

None

Other provisions relating to the merger are as follows:

See attached "Agreement and Plan of Merger"

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AGREEMENT AND PLAN OF MERGER
Genspiration Foundation, Inc., and 2G Foundation, Inc.

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of the 31st day of July 2023 (the "Effective Date"), and in accordance with Chapter 617 of the Florida Statutes (cited as the "Florida Not For Profit Act," and as used herein, the "Act"), by and between GENSPARATION FOUNDATION, INC., f/k/a "4G Foundation, Inc." (the "Surviving Corporation"), and 2G FOUNDATION, INC. (the "Merging Corporation"), each a Florida not-for-profit corporation. The Surviving Corporation and the Merging Corporation are referred to collectively herein as the "Parties."

Background

A. The Parties are each not-for-profit corporations organized and operated in accordance with the Act. The Surviving Corporation and the Merging Corporation were each determined to be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code effective as of December 8, 2016, and May 25, 2010, respectively.

B. The Merging Corporation and the Surviving Corporation have each independently concluded that their respective charitable purposes would be better accomplished on a unified, consolidated basis, and thus desire for the Merging Corporation to merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions of this Agreement (the "Merger"). After the consummation of the Merger, the Parties intend that the separate existence of the Merging Corporation will cease, and the Surviving Corporation will survive and own all of the rights and property and be subject to all of the liabilities of the Merging Corporation. This Agreement is the "plan of merger" as provided in Section 617.1101 of the Act.

Operative Terms

1. Parties to the Merger. The name, the jurisdiction, and the entity type of each party to the Merger are as follows:

Name	Jurisdiction	Entity Type	Merging or Surviving	Tax Identification Number
2G Foundation, Inc.	Florida	Corporation	Merging	27-2701719
Genspiration Foundation, Inc.	Florida	Corporation	Surviving	81-5168277

2. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the applicable provisions of the Act, the Merging Corporation shall be merged with and into the Surviving Corporation.

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3. Articles of Merger. Upon approval of the Merger in accordance with the Act, the Parties will cause Articles of Merger (the "Articles of Merger") to be executed pursuant to Section 617.1105 of the Act and delivered to the Florida Department of State, Division of Corporations.

4. Effect of the Merger. Upon the Effective Date, the following shall occur as a result of the Merger:

(a) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger;

(b) The name of the Surviving Corporation will remain as the "Genspiration Foundation, Inc.";

(c) All assets and property of the Merging Corporation shall become vested in the Surviving Corporation without reversion or impairment;

(d) The Surviving Corporation shall possess all rights, privileges, and powers and shall be subject to all restrictions and duties formerly applicable to the Merging Corporation; all property, rights, privileges, and powers of the Merging Corporation shall be vested in and be the property of the Surviving Corporation; and all debts, liabilities, and duties of the Merging Corporation shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, and duties had been incurred or contracted thereby;

(e) The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to serve as the Articles of Incorporation of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein and by applicable law; and the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to serve as the Bylaws of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein;

(f) The individuals currently serving as the (i) members, (ii) officers, and (iii) directors of the Board of Directors of the Surviving Corporation shall retain their respective roles, positions, and titles, and shall continue to exercise all rights and perform all duties attendant thereto; and

(g) The Surviving Corporation and the Merging Corporation both covenant and agree that prior to the Effective Date, and except as otherwise specifically contemplated by the terms of this Agreement, each shall carry on its business in the usual, regular, and ordinary course in substantially the same manner as previously conducted and shall not enter into any material contracts or incur material financial obligations without notifying the other in advance thereof.

5. Amendment of Agreement. The Parties, by mutual consent of their respective members and Board of Directors, may amend, modify, or supplement this Agreement consistent with

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the Act in such manner as may be agreed upon by them in writing at any time prior to the Effective Date as may be reasonably necessary or desirable to carry out the Merger, notwithstanding the prior approval of this Agreement by the members and/or Board of Directors of either or both of the Parties.

6. Termination of Agreement. 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 a resolution adopted by the Board of Directors of either of the Parties at any time prior to the Effective Date, notwithstanding the prior approval of this Agreement by the members and/or Board of Directors of either or both of the Parties.

7. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida.

8. Authority. The signatories to this Agreement represent the Parties. The representatives of each of the Parties have full authority to execute this Agreement on behalf of the entities named below. The Parties enter into this Agreement knowingly, voluntarily, and understand and are satisfied with the terms and conditions stated herein.

9. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

10. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature Page Follows]

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**SIGNATURE PAGE
TO
AGREEMENT AND PLAN OF MERGER**

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been under penalties of perjury executed and delivered by the parties effective as of the date first above written.

Surviving Corporation:

GENSPIRATION FOUNDATION, INC.,
a Florida not-for-profit corporation

By: /s/ Noreen Segrest
Noreen Segrest, as Chief Executive
Officer

Merging Corporation:

2G FOUNDATION, INC., a Florida not-
for-profit corporation

By: /s/ Noreen Segrest
Noreen Segrest, as Chief Executive
Officer