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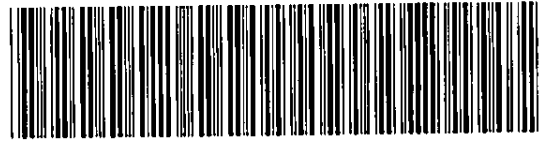
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CT CORP**  
**(850) 656- 4724**  
**3458 lakesore Drive**  
**Tallahassee, FL 32312**

**Date:** 06/05/2024  
Acc#120160000072

*en: c DW*

Name:	Perlmeier Family Foundation, Inc.
Document #:	
Order #:	15614683

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Amount: \$ **70.00**

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**ARTICLES OF MERGER**  
(Not for Profit Corporations)

2024 JUN -5 AM 9:26

TALLAHASSEE, FLORIDA

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)
Fieldcrest Aspiration Foundation	Delaware	

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

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

**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** \_\_\_\_/\_\_\_\_/\_\_\_\_ (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 May 24, 2024.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
FOUR FOR NONE 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 May 24, 2024. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: FOUR FOR NONE AGAINST

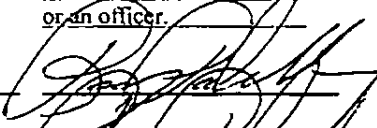
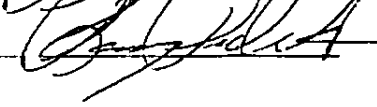
**SECTION II**

***(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**

<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 &amp; Title</u>
Fieldcrest Aspiration Foundation		President
Perimeter Family Foundation, Inc.		President

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated as of May 24, 2024 ("**Agreement**") is entered into pursuant to Delaware Code Title 8 ("**Delaware Corporations Code**"), by and between the PERLMETER FAMILY FOUNDATION, INC., a not-for-profit corporation organized in Florida ("**Disappearing Corporation**"), and the FIELDCREST ASPIRATION FOUNDATION, a nonprofit non-stock corporation organized in Delaware ("**Surviving Corporation**") (each a "**Party**" and collectively, the "**Parties**"), with reference to the following:

**WHEREAS**, the Disappearing Corporation desires to merge itself into the Surviving Corporation, and the Surviving Corporation desires that the Disappearing Corporation be merged into the Surviving Corporation;

**WHEREAS**, the Disappearing Corporation was organized and has been operated exclusively for charitable, educational, and scientific purposes as a private foundation as described in Section 509(a)(1) of the Internal Revenue Code of 1986, as amended, or successor provisions of subsequent federal law ("**Code**");

**WHEREAS**, the Surviving Corporation was organized and has been operated exclusively for charitable, educational, and scientific purposes as a private foundation as described in Section 509(a)(1) of the Code;

**WHEREAS**, ROSEMARY PERLMETER, MICHAEL PERLMETER, REX PERLMETER and RACHEL HERTZMAN are the members of the Disappearing Corporation (each a "**Member of the Disappearing Corporation**" and collectively, the "**Members of the Disappearing Corporation**"), and ROSEMARY PERLMETER, MICHAEL PERLMETER, REX PERLMETER and RACHEL HERTZMAN are the members of the Surviving Corporation (each a "**Member of the Surviving Corporation**" and collectively, the "**Members of the Surviving Corporation**");

**WHEREAS**, the Directors of the Disappearing Corporation have unanimously approved and adopted this Agreement on behalf of the Disappearing Corporation and have recommended that the Members of the Disappearing Corporation also approve and adopt this Agreement;

**WHEREAS**, the Directors of the Surviving Corporation have unanimously approved and adopted this Agreement on behalf of the Surviving Corporation and have recommended that the Members of the Surviving Corporation also approve and adopt this Agreement; and

**WHEREAS**, after due consideration, the Members of the Disappearing Corporation and the Members of the Surviving Corporation have adopted and approved this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Merger.** The Disappearing Corporation shall be merged into the Surviving Corporation pursuant to Section 258 of the Delaware Corporations Code. The merger of the Disappearing Corporation into the Surviving Corporation shall herein be referred to as the "**Merger**." The Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. The separate existence of the Disappearing Corporation shall cease upon the Effective Date as defined below.

2. **Approval by Governing Authority of Each Party.** The Governing Authority of each of the Disappearing Corporation and the Surviving Corporation has approved and adopted this Agreement. As used herein, "Governing Authority" means the persons entitled to manage and direct the affairs of an entity and, in the case of the Disappearing Corporation, means the four (4) Directors of the Disappearing Corporation and, in the case of the Surviving Corporation, means the four (4) Directors of the Surviving Corporation.

3. **Approval by Members of the Disappearing Corporation.** The Members of the Disappearing Corporation have approved and adopted this Agreement on behalf of the Disappearing Corporation.

4. **Approval by Members of the Surviving Corporation.** The Members of the Surviving Corporation have approved and adopted this Agreement on behalf of the Surviving Corporation.

5. **Effective Date.** The Merger shall be effective upon the filing of a Certificate of Merger with the Delaware Secretary of State Division of Corporations, and the time of such effectiveness shall herein be referred to as the "Effective Date."

6. **Continuation of Membership of the Surviving Corporation.** The Members of the Surviving Corporation shall continue to be, immediately after the Effective Date, the Members of the Surviving Corporation.

7. **Tax-Exempt Status.** The Disappearing Corporation has been recognized by the Internal Revenue Service ("IRS") to be a Code Section 501(c)(3) tax-exempt organization, and the Surviving Corporation has been recognized by the IRS to be a Code Section 501(c)(3) tax-exempt organization.

8. **Succession.** On the Effective Date, the Surviving Corporation shall succeed to all of the rights, privileges, debts, liabilities, powers, and property of the Disappearing Corporation. Without limiting the foregoing, on the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Disappearing Corporation shall be transferred to, vested in, and devolved upon the Surviving Corporation without further act or deed; and all property, rights, and every other interest of the Disappearing Corporation and the Surviving Corporation shall be the property of the Surviving Corporation as they were of the Disappearing Corporation and the Surviving Corporation, respectively. All rights of creditors of the Disappearing Corporation and all liens upon any property of the Disappearing Corporation (if any), shall be preserved unimpaired, and all debts, liabilities, and duties of the Disappearing 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 by the Surviving Corporation.

9. **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of the Surviving Corporation in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation. The bylaws of the Surviving Corporation in effect on the Effective Date shall continue to be the bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law.

10. **Directors and Officers.** The Directors and Officers of the Surviving Corporation on the Effective Date shall continue in office until the expiration of their respective terms of office and until the successor of each has been elected, qualified, or appointed in accordance with the Surviving Corporation's bylaws.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors and assigns, the Governing Authority of the Disappearing Corporation shall: (a) execute and deliver on behalf of the Disappearing Corporation such deeds and other instruments; and (b) take or cause to be taken such further action by the Disappearing Corporation, in either case, as shall be appropriate or necessary in order to vest or perfect in, or to confirm of record or otherwise in, the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Disappearing Corporation. The Governing Authority of the Disappearing Corporation is fully authorized in the name and on the behalf of the Disappearing Corporation to take any and all such action in order to carry out the purposes of this Agreement.

12. **Abandonment.** At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by either the Disappearing Corporation or the Surviving Corporation or both, notwithstanding approval of this Agreement by the Governing Authority of the Disappearing Corporation and the Surviving Corporation, respectively.

13. **Amendment.** This Agreement may be amended upon written consent by the Governing Authority of both the Disappearing Corporation and the Surviving Corporation at any time prior to the Effective Date, provided that any amendment made subsequent to the approval of this Agreement shall also be approved in writing by the Members of the Surviving Corporation.

14. **Governing Law.** This Agreement, the Merger and the legal relations between the Parties shall be governed by and construed in accordance with the applicable laws of the State of Delaware.

15. **Counterparts and Electronic Signatures.** In order to facilitate the filing and recording of a Certificate of Merger, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Further, electronic (PDF), DocuSign or facsimile signatures will suffice to indicate the assent of the Parties to the terms of this Agreement.

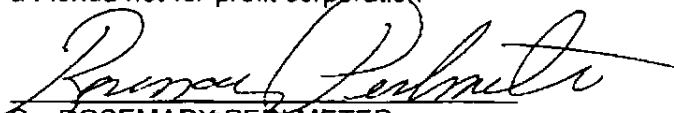
*[Remainder of Page Left Intentionally Blank; Signature Page Follows]*



IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and attested on its behalf by its Governing Authority and/or its officers, and duly authorized, as of the date first written above.


**DISAPPEARING CORPORATION**

PERLMETER FAMILY FOUNDATION, INC.,  
a Florida not-for-profit corporation

  
By: ROSEMARY PERLMETER  
Its: President

**SURVIVING CORPORATION**

FIELDCREST ASPIRATION FOUNDATION,  
a Delaware non-profit non-stock corporation

  
By: ROSEMARY PERLMETER  
Its: President

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