

6/25/2021 1:53:18 PM

Bush Ross, P.A.

BREAX.2.2

Page 2

Division of Corporations

<https://efile.sunbiz.org/scripts/efilecovt.exe>

N200000013278

Florida Department of State

Division of Corporations

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H200004453193)))



H200004453193ABC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.
Doing so will generate another cover sheet.

2021 JUN 25 PM 3:16

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : BUSH ROSS, P.A.
Account Number : 119990000150
Phone : (813)224-9255
Fax Number : (813)223-9620

**Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

JUN 25 2021 8:42

MERGER OR SHARE EXCHANGE

The Armand Hammer Foundation, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 1 |
| Page Count | 04 |
| Estimated Charge | \$78.75 |

Electronic Filing Menu

Corporate Filing Menu

JUN 25 2021
Help



January 5, 2021

FLORIDA DEPARTMENT OF STATE

Division of Corporations

THE ARMAND HAMMER FOUNDATION, INC.
600 SW 3RD STREET STE 100V
POMPANO BEACH, FL 33060

SUBJECT: THE ARMAND HAMMER FOUNDATION, INC.
REF: N20000013278

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Terri J Schroeder
Regulatory Specialist III

FAX Aud. #: H20000445319
Letter Number: 721A00000163

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 §617.1101, Florida Statutes and Section 6010 et seq. of the California Corporations Code. The Armand Hammer Foundation, Inc., a Florida not-for-profit corporation (the "Surviving Corporation") and The Armand Hammer Foundation, Inc., a California non-profit public benefit corporation (the "Merging Corporation"), each as merging corporations, with The Armand Hammer Foundation, Inc., a Florida not-for-profit corporation, serving as the surviving corporation, hereby certify as follows:

ARTICLE I

Name of Surviving Corporation

The name and jurisdiction of the Surviving Corporation of this merger is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|------------------------------------|---------------------|------------------------|
| The Armand Hammer Foundation, Inc. | Florida | N20000013278 |

ARTICLE II

Name of Merging Corporations

The name and jurisdiction of each merging corporation is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|------------------------------------|---------------------|------------------------|
| The Armand Hammer Foundation, Inc. | Florida | N20000013278 |
| The Armand Hammer Foundation, Inc. | California | C0993732 |

ARTICLE III

Plan of Merger

A copy of the Agreement and Plan of Merger, dated November 18, 2020, setting forth the terms of the merger, is attached hereto as Exhibit A.

ARTICLE IV

Effective Date

The effective date of the merger shall be the date the Articles of Merger are filed with the Florida Department of State and the Plan of Merger, together with required officer's certificates for

each of Surviving Corporation and merging Corporation are filed with the California Secretary of State's Office.

ARTICLE V

Adoption of Merger by Surviving Corporation

The Plan of Merger was adopted by a unanimous vote of the board of directors of the Surviving Corporation on November 18, 2020.

ARTICLE VI

Adoption of Merger by Merging Corporations

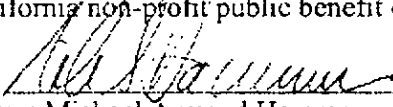
There are no members of the Merging Corporation and the Surviving Corporation that are entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the respective board of directors of the merging corporations as follows:

The Plan of Merger was adopted by the Board of Directors of The Armand Hammer Foundation, Inc., a Florida not-for-profit corporation on November 18, 2020. The number of directors then in office was five (5). The vote for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

The Plan of Merger was adopted by the Board of Directors of The Armand Hammer Foundation, Inc., a California non-profit public benefit corporation on November 18, 2020. The number of directors then in office was five (5). The vote for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

In witness whereof, the undersigned has executed these Articles of Merger on December 29, 2020.

The Armand Hammer Foundation, Inc., a
California non-profit public benefit corporation

By: 

Name: Michael Armand Hammer

Title: President and CEO

The Armand Hammer Foundation, Inc., a
Florida not-for-profit corporation

By: _____

Name: Rex Alexander

Title: Secretary

each of Surviving Corporation and merging Corporation are filed with the California Secretary of State's Office.

ARTICLE V

Adoption of Merger by Surviving Corporation

The Plan of Merger was adopted by a unanimous vote of the board of directors of the Surviving Corporation on November 18, 2020.

ARTICLE VI

Adoption of Merger by Merging Corporations

There are no members of the Merging Corporation and the Surviving Corporation that are entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the respective board of directors of the merging corporations as follows:

The Plan of Merger was adopted by the Board of Directors of The Armand Hammer Foundation, Inc., a Florida not-for-profit corporation on November 18, 2020. The number of directors then in office was five (5). The vote for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

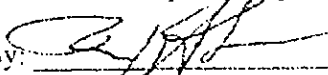
The Plan of Merger was adopted by the Board of Directors of The Armand Hammer Foundation, Inc., a California non-profit public benefit corporation on November 18, 2020. The number of directors then in office was five (5). The vote for the Plan of Merger was as follows: 5 FOR and 0 AGAINST.

In witness whereof, the undersigned has executed these Articles of Merger on December 29, 2020.

The Armand Hammer Foundation, Inc., a
California non-profit public benefit corporation

By: _____
Name: Michael Armand Hammer
Title: President and CEO

The Armand Hammer Foundation, Inc., a
Florida not-for-profit corporation

By:  _____
Name: Rex Alexander
Title: Secretary

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Merger Agreement" or "Agreement") is entered into on November 18, 2020 by and between **THE ARMAND HAMMER FOUNDATION, INC.**, a California non-profit public benefit corporation, ("Merging Corporation") and **THE ARMAND HAMMER FOUNDATION, INC.**, a Florida not-for-profit corporation (the "Surviving Foundation") and shall be effective upon filing and acceptance thereof of such filing of the Articles of Merger with the Florida Department of State and California Secretary of State.

WHEREAS, Merging Corporation is a corporation incorporated under the laws of the State of California; recognized as an organization qualified under Section 501(c)(3) of the Internal Revenue Code and classified as private foundation for federal income tax purposes;

WHEREAS, the Surviving Foundation is a not-for-profit corporation incorporated under the laws of the State of Florida that will continue the operations, charitable activities, funding grants and charitable mission of the Merging Corporation from its offices in the State of Florida once the plan of merger has been implemented;

WHEREAS, each of the respective Board of Directors of the Merging Corporation and the Surviving Foundation has determined that it is advisable and in the best interests of the mission and charitable objectives of their respective organizations that they consolidate their operations and merge upon the terms and conditions of this Merger Agreement in accordance with and to be carried out pursuant to Section 617.1101, Florida Statutes, and with the provisions of California Corporations Code Section 6010 et seq. which governs the merger of a domestic public benefit corporation with the surviving merged foreign corporation being the Surviving Foundation;

WHEREAS, the Merger Agreement shall be undertaken in compliance with the applicable corporate law provisions of the California Corporations Code and Florida Not For Profit Corporations Act; the Merging Corporation shall file a copy of this Merger Agreement and officer certificates with the California Attorney General prior to filing the Merger Agreement and Articles of Merger with the Florida Secretary of State and California Office of the Secretary of State;

WHEREAS, all proper approvals and consents shall be obtained under the governing documents of the Merging Corporation and the Surviving Foundation, authorizing such corporations to enter into and carry out the terms of this Merger Agreement;

WHEREAS, the Merging Corporation has moved its offices to the State of Florida, and its employees, staffing, and operations have been moved to the State of Florida and will continue to carry out the charitable mission and programs of the Merging Corporation without duplicate staffing, accounting and professional expenses, tax reporting and operating inefficiencies otherwise resulting from multiple offices in two different jurisdiction; and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained and intending to be legally bound hereby,

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

the Merging Corporation and the Surviving Foundation hereby agree as follows:

ARTICLE I
THE MERGER

1.1 Merger. In accordance with applicable provisions of Section 617.1101, Florida Statutes, Section 6010 et seq. of the California Corporations Code and Section 507 (b)(1)(a) of the Internal Revenue Code, on the Effective Date (as defined below), Merging Corporation and the Surviving Foundation shall be merged (the "Merger") with the Surviving Foundation constituting the surviving and resulting corporation of such Merger. As a result of the Merger, the separate and corporate existence of Merging Corporation shall cease and the Surviving Foundation shall continue its corporate existence pursuant to the laws of the State of Florida.

1.2 Effective Date. The Merger shall become effective on the date the Articles of Merger are filed with and accepted for filing by the Florida Department of State and the Merger Agreement is filed with the California Secretary of State (the "Effective Date").

1.3 Closing. Subject to the provisions of Article V, the closing of the Merger shall take place at the offices of legal counsel for the Surviving Corporation in Tampa, Florida as soon as practicable after the satisfaction or waiver of the conditions set forth in Article V. At the Closing, the parties hereto shall cause the Merger to be consummated by filing Articles of Merger with the Florida Secretary of State and California Secretary of State and shall make any other necessary filings required under the Florida Not-for Profit Corporation Act, the California Corporations Code and applicable law in connection with the Merger.

1.4 Purpose of Surviving Corporation. The purpose of the Surviving Corporation is set forth in the Articles of Incorporation of the Surviving Corporation which generally includes carrying on the charitable and educational promotion of the arts, and not for profit mission of the combined Merging Corporation and Surviving Foundation.

1.5 Governing Documents. The Articles of Incorporation of the Surviving Foundation, as in effect immediately prior to the Effective Date and as set forth in Exhibit A hereto, shall continue without change and shall continue to be the articles of incorporation of the Surviving Corporation. The Bylaws of the Surviving Corporation, as set forth in Exhibit B hereto, shall be the new Bylaws of the Surviving Corporation and will be effective as of the date Articles of Merger are filed with the Florida Department of State and Merger Agreement is filed with the California Secretary of State.

1.6 Name of Corporation. The name of the Surviving Corporation shall be The Armand Hammer Foundation, Inc. All programs, activities and operations of the merged and consolidating not-for-profit corporation shall be carried out under this name on or after the Effective Date. Merging Corporation shall assign and transfer all rights, title and interest in such name to the Surviving Corporation.

1.7 Surviving Corporation. The Surviving Corporation shall possess and retain all rights, privileges, immunities, powers, contract rights and interest in all assets and property of every description of the Merging Corporation, including leases, agreements, arrangements and

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

licenses. The rights, privileges, immunities, powers, franchises and authority of a public as well as private nature of the Merging Corporation shall be vested in the Surviving Corporation without further act or deed. The title to and any interest in all accounts, deposits, receivables, investment funds, or any other assets vested in the Merging Corporation or property assets and intangible property rights shall not revert or in any way be impaired by reason of the Merger. To that end, Merging Corporation agrees to transfer all rights, title and interest in the assets of the Merging Corporation to Surviving Foundation on the Effective Date of the Merger without further act or deed.

1.8 Obligations. All obligations belonging to the Merging Corporation shall be vested in the Surviving Corporation and following the Merger, the Surviving Corporation shall be responsible for all liabilities and obligations of the Merging Corporation without further deed or action by the Surviving Corporation. Any claim existing, action or proceeding pending against the Merging Corporation may be continued as if the Merger did not occur and the Surviving Corporation shall be substituted for the Merging Corporation with respect to any such claim against the Merging Corporation. Neither the rights or claims of any creditor nor any lien upon the assets of the Merging Corporation shall be impaired by the Merger.

1.9 Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Merger shall continue to be the directors and officers of the Surviving Corporation immediately following the Merger, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. All officers and directors shall serve until their successors are duly appointed, elected or qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

1.10 Tax Exempt Status. The parties hereto intend that the tax-exempt status of the Merging Corporation as a public charity under the Internal Revenue Code shall continue in effect for the benefit of the Surviving Corporation. The Surviving Corporation shall effect any filings, notifications or take any other actions it deems appropriate to carry out the purposes and intent of the Merger.

1.11 Continuing Programs. As of the Effective Date, the Surviving Corporation shall continue to carry out the activities and operations of the Merging Corporation pursuant to this Merger Agreement and its governing documents.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF MERGING CORPORATION

2.1 Organization and Good Standing. The Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of California as set forth above.

2.2 Basic Corporate Records. The copies of the Articles of Incorporation of the Merging Corporation (certified by the Secretary of State or other authorized official of the jurisdiction of incorporation) and the Bylaws of the Merging Corporation, as the case may be (certified as of the date of this Agreement as true, correct and complete by the Merging

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

Corporation's secretary or assistant secretary), all of which have been delivered to the Surviving Corporation, are true, correct and complete as of the date of this Agreement.

2.3 Minute Books. The minute books of the Merging Corporation, which shall be furnished to the Surviving Corporation between the date hereof and the Effective Date, each contain true, correct and complete minutes and records of all meetings, proceedings and other actions of the members, Board of Directors and committees of such Board of Directors and will, to the best of each Merging Corporation's knowledge, contain true, correct and complete minutes and records of any meetings, proceedings and other actions of the members and the Board of Directors and committees of such Board of Directors of the corporation.

2.4 Records and Books of Account. The records and books of account of the Merging Corporation reflect all material items of income and expense and all material assets, liabilities and accruals, have been, and to the Effective Date will be, regularly kept and maintained in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis with preceding.

2.5 No Conflicts. The execution and delivery of this Merger Agreement and consummation of the transactions contemplated herein will not violate, conflict with or be otherwise prohibited by the Articles of Incorporation or Bylaws of the Merging Corporation and will not result in a default under, violation of or breach of any of the terms and conditions of any agreement, obligation, court order, proceeding or instrument under which the Merging Corporation is a party or by which it is bound.

2.6 Absence of Undisclosed Liabilities. Except as disclosed in a separate schedule, there are no liabilities or obligations of Merging Corporation of any kind whatsoever, individually or in the aggregate, whether accrued, fixed, absolute, contingent, determined or determinable, and including without limitation (i) liabilities to former, retired or active employees, contractors or consultants of Merging Corporation under any agreement, arrangement or other benefit plan of Merging Corporation, (ii) liabilities to an affiliated entity, (iii) contingent liabilities in the nature of a guarantee, indemnity or warranty and there is no condition, situation or circumstance existing or which has existed that could reasonably be expected to result in any liability of Merging Corporation which is of a nature that would be required to be disclosed on its financial statements in accordance with GAAP, other than liabilities and contingent liabilities incurred in the ordinary course of business, none of which is materially adverse to such Merging Corporation.

2.7 Legal Proceedings. There are no legal, administrative, arbitration or other proceedings or governmental investigations pending or, to the best knowledge of Merging Corporation, threatened, against the Surviving Corporation or Merging Corporation, relating to its charitable activities or any of its properties (including cultural arts assets and holdings), or the transactions contemplated by this Agreement, nor is there any basis known to Merging Corporation for any such action. There are no judgments, decrees or orders of any court, or any governmental department, commission, board, agency or instrumentality binding upon Merging Corporation relating to its operations or activities the effect of which is to prohibit any activity or the acquisition of any property or the conduct of its programs and activities or which limit or control or otherwise would have a material adverse affect on its method or manner of carrying out its activities and programs.

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

2.8 Compliance. Except as otherwise set forth as a disclosure schedule, the Merging Corporation, to the best of its knowledge, is not in violation of any law applicable to it that would have a material adverse effect on the activities, operations or financial condition of Merging Corporation. Merging Corporation has all necessary permits, licenses, certificates, consents, approvals and franchises required to carry out its programs and activities and such approvals are in full force and effect.

2.9 Insurance. Merging Corporation has delivered copies of all insurance policies it has that are in full force and effect and it is not in breach or default of such policy or has taken or failed to take action which would constitute a breach or default or give rise to termination or modification of any such insurance policies. No notice of cancellation or termination has been received with respect to any such policy other than those received in the ordinary course of business.

2.10 Tax Matters. Merging Corporation has filed all federal and state tax reports, information returns and payroll tax filings as may be required by law to be filed. All taxes due from Merging Corporation, if any, have been paid or, where payment is not due, adequate provisions for such taxes has been made. Merging Corporation has received no written notice of any claim with respect to any liability for taxes owed by the entity to federal, state or local tax authorities.

2.11 Related Party Transactions. Merging Corporation has disclosed to and provided supporting documentation regarding any agreements and transactions entered into by Merging Corporation with an executive officer, director, founder or promoter, or related party under applicable Internal Revenue Code provisions for a private foundation that will be binding upon the Surviving Corporation that is currently in effect or which were entered into within the two year period immediately preceding the Effective Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

3.1 Organization and Good Standing. The Surviving Corporation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Authority. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been, or will prior to the Effective Date be, duly and validly approved and acknowledged by all necessary corporate action on the part of the Surviving Corporation. The execution of this Agreement and the delivery hereof to the Merging Corporation and the Merger and consolidation contemplated herein have been, or will be prior to the Effective Date, duly authorized by the Surviving Corporation's Board of Directors having full power and authority to authorize such actions.

3.3 Litigation. There are no legal proceedings pending or, to the best knowledge of the Surviving Corporation, threatened that are reasonably likely to prohibit or restrain the ability of the Surviving Corporation to enter into this Agreement or consummate the merger and consolidation contemplated hereby.

3.4 Conflicts. The execution and delivery of this Agreement, the Merger and consolidation herein contemplated and compliance with the provisions and terms of this Agreement are not prohibited by the Articles of Incorporation or Bylaws of the Surviving Corporation and will not violate, conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any court order, indenture, contract or other agreement or instrument to which the Surviving Corporation is a party or by which it is bound.

ARTICLE IV

ACTIONS PENDING MERGER

4.1 Conduct of Programs Prior to the Effective Date. Except as expressly contemplated or permitted by this Agreement, or as required by applicable law, during the period from the date of this Agreement to the Effective Date, the Merging Corporation shall (i) conduct its programs and activities in the usual, regular and ordinary course of operations consistent with past practice; (ii) use commercially reasonable efforts to (a) maintain and preserve intact its legal status and advantageous relationships and (b) retain the services of its key employees, staff, contractors and contract personnel; and (iii) take no action which would reasonably be expected to adversely affect or delay its ability to consummate the transactions contemplated hereby. For purposes of clarification, "commercially reasonable efforts" shall not include taking any action prohibited by this Merger Agreement.

4.2 Restrictions on Activities. From the date hereof until the Effective Date, except as otherwise contemplated by this Merger Agreement, without the prior written consent of the parties to this Merger Agreement, the Merging Corporation shall not:

(a) Compensation Agreements. Except as otherwise set forth in this Merger Agreement, enter into, adopt, establish, renew or allow to renew automatically, make, award, amend or otherwise modify or terminate any employment, consulting, transition, termination, severance, change in control, retention or similar agreements or arrangements, benefit, program, policy, fund or other arrangement with any current or former director, officer, employee or independent contractor of Merging Corporation or grant any salary or wage increase or increase any other compensation or employee benefit (including incentive or bonus payments); provided that the other parties to this Merger Agreement are given an opportunity to review and consent to such arrangement.

(b) Hiring and Promotion. Hire or engage any person as an employee, consultant or contractor, except as otherwise approved by the parties to this Merger Agreement.

(c) Dispositions. Sell, transfer, lease, license, guarantee, pledge, encumber or otherwise create any lien on, dispose of or discontinue any of its assets, deposits, or properties except in the ordinary and usual course of its operations consistent with past practice and in a transaction that, together with all other such transactions, would not materially affect the purposes of the Merger Agreement.

(d) Governing Documents. Amend or otherwise change its organizational documents or any similar governing instruments.

(e) Accounting Methods. Implement or adopt any change in its book or tax accounting principles, practices or methods, other than as may be required by GAAP or regulatory accounting principles, and as concurred in by its independent public accountants.

(f) Contracts. Enter into, renew or allow to renew automatically, modify, amend or terminate, make any payment not then required under or waive, release or assign any material right or claims under, any contract that calls for aggregate annual payments of \$5,000 or more and which is not terminable at will or with ninety (90) days or less notice without payment of any amount other than for products delivered or services performed through the date of termination.

(g) Adverse Actions. Take any action or omit to take any action that would result in (i) any of its representations and warranties set forth in this Merger Agreement being or becoming untrue in any material respect at any time at or prior to the Effective Date, (ii) any of the conditions to the merger set forth in this Agreement not being satisfied on a timely basis or (iii) a material violation of any provision of this Merger Agreement, except as may be required by applicable law.

(h) Indebtedness. Incur or modify any indebtedness for borrowed money or other liability or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person.

(i) Taxes. Commence, compromise or settle any litigation or proceeding with respect to any liability for taxes, make or change any tax election, file any amended tax return, enter into any closing agreement, surrender any right to claim a refund of taxes, consent to any extension or waiver of the limitation period applicable to any tax claim or assessment relating to it, take any action which is reasonably likely to have an adverse effect on any tax position of it or, after the Merger, the Merging Corporation or the Surviving Corporation, or take any other action with respect to taxes that is outside the ordinary and usual course of its operations or inconsistent with past practice.

ARTICLE V

CONDITIONS TO CONSUMMATION OF MERGER

5.1 Conditions to Merging Corporation's Obligation to Close. The obligations of Merging Corporation to consummate the Merger shall be subject to the satisfaction or waiver (where permissible), at or prior to the Effective Date, of the following conditions:

(a) No Prohibition. There not being in effect any law, order, decree or injunction of any court or agency of competent jurisdiction that restrains, enjoins or otherwise prohibits or makes illegal consummation of the Merger or which could be reasonably expected to result in a material diminution of the benefits of the transaction to the parties hereto, and there shall not be pending or threatened on the Effective Date any action or proceeding which could reasonably be expected to result in the enactment or issuance of any such law, order, decree or injunction.

(b) Third Party Consents. All consents or approvals of all persons required

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

for the consummation of the Merger, including consents and approvals as may be required under applicable state law, shall have been obtained and shall be in full force and effect, unless the failure to obtain any such consent or approval is not reasonably likely to have, individually or in the aggregate, a material adverse effect on the Merger. Notice of the Merger shall be filed with the California Attorney General at least twenty (20) days prior to the filing of the Articles of Merger with the Florida Secretary of State and California Secretary of State.

(c) Litigation. No action, suit, or proceeding shall be pending or threatened before any court or administrative agency of any federal, state, local or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction or charge could (a) prevent consummation of any of the transactions contemplated by the Merger Agreement, (b) cause any of the transactions contemplated by this Merger Agreement to be rescinded following consummation, or (c) affect adversely the right after the Effective Date of Surviving Corporation to own, operate, and control all of the assets and operations of the Merging Corporation.

(d) Representations and Warranties. Each of the representations and warranties of the parties to the Merger Agreement set forth herein shall be true and correct and as of the date of this Merger Agreement and as of the Effective Date as though made as of the Effective Date, except (x) for any such representations and warranties made as of a specified date, which shall be true and correct as of such date, (y) as expressly contemplated by this Agreement, or (z) for representations and warranties (other than the representations and warranties set forth in Article II which shall be true and correct in all material respects) the inaccuracies of which relate to matters that, individually or in the aggregate, do not materially adversely affect the Merger and the other transactions contemplated by this Merger Agreement or that have not had, or would not reasonably be expected to result in, a material adverse effect on the Merging Corporation.

(e) Agreements and Covenants. Merging Corporation shall have performed, in all material respects, all of its obligations and complied with, in all material respects, all of its agreements and covenants to be performed or complied with by it under this Merger Agreement at or prior to the Effective Date.

(f) Officer Certificate. Merging Corporation shall have delivered to the Surviving Corporation a certificate, dated the Effective Date, signed by the principal executive officer or authorized executive officer of such entity, certifying in such capacity as to the satisfaction of the conditions specified in Article V. of this Merger Agreement.

(g) Secretary's Certificate. Merging Corporation shall have delivered to the parties to this Merger Agreement a true copy of the resolutions of the Board of Directors of such entity authorizing the execution of this Merger Agreement and the consummation of the Merger and transactions contemplated herein, certified by the Secretary of the corporation or similar officer.

(h) Material Adverse Effect. Merging Corporation shall not have incurred a material adverse effect since the date the Merger Agreement is entered into.

ARTICLE VI
MISCELLANEOUS

6.1 Abandonment. Notwithstanding anything in this Merger Agreement to the contrary, this Merger may be terminated and abandoned by the Board of Directors of the Surviving Corporation or the Board of Directors of Merging Corporation or the Surviving Foundation or at any time prior to the filing of the Articles of Merger.

6.2 Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

6.3 Further Assurances. Merging Corporation and the Surviving Corporation each agrees to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

6.4 Submission to Jurisdiction; Consent to Service of Process.

(a) The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Florida over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 6.7.

(c) If any legal action or any arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with or related to this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection with that action or proceeding, in addition to any other relief to which it or they may be entitled.

6.5 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any

DocuSign Envelope ID: DF43094F-8075-4B03-9916-455CA5B7126A

representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States, State of California and State of Florida without giving effect to principles regarding conflict of laws.

6.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, mailed by certified mail, return receipt requested, or via recognized overnight courier service with all charges prepaid or billed to the account of the sender to the parties (and shall also be transmitted by facsimile to the parties receiving copies thereof) at the following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

MERGING CORPORATION:

The Armand Hammer Foundation, Inc.
600 SW 3rd Street, Suite 100V
Pompano Beach, FL 33060
Attention: Michael Hammer, President

SURVIVING CORPORATION:

The Armand Hammer Foundation, Inc.
600 SW 3rd Street, Suite 100V
Pompano Beach, FL 33060
Attention: Michael Hammer, President

6.8 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement shall remain in effect.

6.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Merging Corporation (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

6.10 Additional Documents. Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and

DocuSign Envelope ID: DF43094F-B075-4B03-9916-455CA5B7126A

instruments and take such action necessary or desirable to carry out this merger. All post-merger expenses of the Merging Corporation, including legal, accounting and tax reporting costs and expenses shall be paid by the Surviving Corporation.

IN WITNESS WHEREOF, Merging Corporation and the Surviving Foundation have caused this Agreement to be executed by their respective officers, duly authorized as of the date first written above.

MERGING CORPORATION:

THE ARMAND HAMMER FOUNDATION, INC.
(a California public benefit corporation)

DocuSigned by:
Michael Hammer
By: _____
Michael Armand Hammer, President

SURVIVING CORPORATION:

THE ARMAND HAMMER FOUNDATION, INC.
(a Florida not-for-profit corporation)

DocuSigned by:
Michael Hammer
By: _____
Michael Armand Hammer, President