

21000002757

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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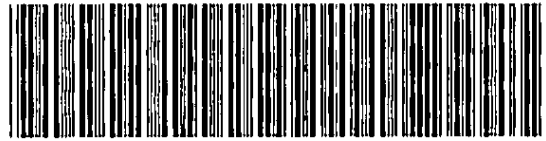
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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Merger

04/29/21--01019--004 **70.00

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2021 JUN 23 11:10

JUN 21 2021

A RAMSEY

LAIRD A. LILE

ATTORNEY AND COUNSELLOR AT LAW

Laird A. Lile, Esq.
LLile@LairdALile.com
*Board Certified Attorney in
Wills, Trusts & Estates Law
Fellow of The American College
of Trust and Estate Counsel*

3033 Riviera Drive, Suite 104
Naples, Florida 34103
Telephone 239.649.7778
Facsimile 239.649.7780

Angela C. Boswell
Angela@LairdALile.com
Paralegal

April 28, 2021

Via Overnight Delivery

Florida Department of State
Division of Corporations
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**Re: *Fruth Family Foundation, Inc. (Not for Profit Corporation)
Merger with The Fruth Family Foundation (a California Not for Profit Public
Benefit Corporation)***

Please find enclosed the following:

1. Articles of Merger, with attachments including the Plan of Merger.
2. Check for \$70 payable to the Florida Department of State for filing fees.

Please return all correspondence related to this matter to:

Laird A. Lile
Laird A. Lile, PLLC
3033 Riviera Drive, Suite 104
Naples, FL 34103
LLile@LairdALile.com

For further information concerning this matter, please call Laird A. Lile at 239.649.7778.

Very truly yours,

Laird A. Lile

Enclosures

cc: Mr. John D. Fruth (w/enc.) via e-mail


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ARTICLES OF MERGER

The Fruth Family Foundation, a California public benefit corporation
merging into
Fruth Family Foundation, Inc., a Florida not for profit corporation

- FIRST: The name and jurisdiction of the surviving corporation is the Fruth Family Foundation, Inc., which is a Florida not for profit corporation (with filing number N21000002757).
- SECOND: The name and jurisdiction of the only merging corporation is The Fruth Family Foundation, a California public benefit corporation.
- THIRD: The Plan of Merger (referred to as the Agreement of Merger) is attached to these Articles of Merger.
- FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.
- FIFTH: The Plan of Merger was adopted by the surviving corporation as of March 11, 2021 by action of the Directors by unanimous written consent. There are no members of the surviving corporation. See attached copy of Action by Unanimous Written Consent for the surviving corporation.
- SIXTH: The Plan of Merger was adopted by the merging corporation as of March 11, 2021 by action of the Directors by unanimous written consent. There are no members of the merging corporation. See attached copy of Action by Unanimous Written Consent for the merging corporation.
- SEVENTH: Signatures for each corporation are set forth below and confirmed by the attachments to these Articles.

Merging Corporation:
The Fruth Family Foundation



John D. Fruth, President

Surviving Corporation:
Fruth Family Foundation, Inc.



John D. Fruth, President

The Fruth Family Foundation
and
Fruth Family Foundation, Inc.

Plan of Merger
(Agreement of Merger)

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of March 11, 2021, is entered into between Fruth Family Foundation, Inc. a newly-formed Florida nonprofit corporation ("Survivor"), and The Fruth Family Foundation, a California nonprofit public benefit corporation ("Restructuring Corporation," and, together with Survivor, the "Constituent Corporations" and each a "Constituent Corporation").

Recitals

- A. Restructuring Corporation has no voting members and no authorized stock.
- B. The Boards of Directors of Survivor and Restructuring Corporation deem it advisable and have approved that Restructuring Corporation be reincorporated in Florida by merging into Survivor on the terms and conditions hereinafter set forth.
- C. The Boards of Directors of Survivor and Restructuring Corporation intend for the Merger (as defined in Section 1 of this Agreement) to be treated for U.S. federal income tax purposes as a reincorporation of a corporation incorporated under the laws of one state (California) under the laws of a different state (Florida).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Agreement

Section 1. Statement of Merger. On the Effective Date, as defined in Section 6 of this Agreement, Restructuring Corporation shall be merged into Survivor, the corporate existence of Survivor shall continue, the separate corporate existence of Restructuring Corporation shall cease (the "Merger"), and the Merger will have all effects provided by applicable law. The corporate identity, existence, purposes, powers, rights, and immunities of Restructuring Corporation shall be merged into and vested in Survivor, and the corporate identity, existence, name, purposes, powers, rights, and immunities of Survivor shall continue unaffected and unimpaired by the Merger. Survivor shall be subject to all of the debts, liabilities, and trust obligations of Restructuring Corporation in the same manner as if Survivor had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of Restructuring Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

Section 2. Certificate of Incorporation and Bylaws. Survivor's Articles of Incorporation and Bylaws in effect immediately preceding the Effective Date shall remain in effect on and after the Effective Date until amended or repealed as provided by law.

Section 3. Directors and Officers. Survivor's directors and officers immediately preceding the Effective Date shall remain Survivor's directors and officers on and after the Effective Date until they resign, are removed, or are replaced as provided by Survivor's Bylaws or as provided by law.

Section 4. Filing of Merger Agreement. A copy of this Agreement, together with an officer's certificate of each Constituent Corporation, shall be submitted:

(a) First, by the Restructuring Corporation, to the California Attorney General, with such filing commencing the 20-day notice period as provided by Section 6010(b) of the California Nonprofit Public Benefit Corporation Law. Consummation of the Merger and Surviving Corporation's filings shall occur only following the close of this 20-day notice period, or upon receipt by Restructuring Corporation of consent to the Merger by the California Attorney General as described in Section 6010(a) of the California Nonprofit Public Benefit Corporation Law, whichever occurs first.

(b) Second, by Surviving Corporation, to the Florida Secretary of State, but only following the end of the 20-day notice period or upon receipt of the consent to the Merger as set forth in subsection (a) above.

(c) Third, by the Restructuring Corporation, to the California Secretary of State.

Section 5. Conditions to Merger. In no event shall the Merger be consummated prior to:

(a) The giving of any other necessary notices by the Constituent Corporations; and

(b) The obtainment of all necessary authorizations, approvals, and consents by the Constituent Corporations.

Section 6. Effective Date. The Merger is effective upon the filing of this Agreement by the Florida Secretary of State as set forth in Section 4 (b) above (the "Effective Date").

Section 7. Activities Prohibited Pending the Merger. Between the date of this Agreement and the Effective Date, Restructuring Corporation shall not, without the prior written consent of Survivor, engage in any activity or transaction or encumber any asset other than in the ordinary course of its affairs and consistent with its past practice, except as contemplated by this Agreement.

Section 8. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective Boards of Directors of Restructuring Corporation and Survivor; or, (b) if in the opinion of the Board of Directors of either Restructuring Corporation or Survivor, evidenced by a certified copy of resolutions of that Board given to the other party to this Agreement, the consummation of the Merger is for any reason impractical or undesirable. In the event of termination as provided in this section, neither Restructuring Corporation nor Survivor or their respective Boards of Directors shall

be liable to the other party or its Board of Directors.

Section 9. Further Actions. Following the Effective Date, Restructuring Corporation (acting through the persons who were its officers immediately prior to the Merger) shall execute and deliver any documents and take any actions as may be desirable or necessary to vest in Survivor the title to and possession of all rights, properties, assets, trusts, and business of Restructuring Corporation, or otherwise to carry out the full intent and purpose of this Agreement.

Section 10. Amendments. Amendments to this Agreement may only be made prior to the Effective Date, by a writing signed by the President and Secretary of the Constituent Corporations and approved by the Boards of Directors of Constituent Corporations.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute but one Agreement.

Section 14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to benefit by such provision or any other provisions of this Agreement.

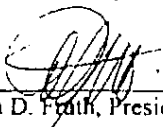
Section 15. Headings. The Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

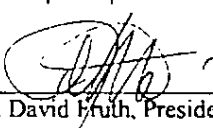
FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: 
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: 
John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: Please see attached counterpart
John D. Fruth, President

By: 
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

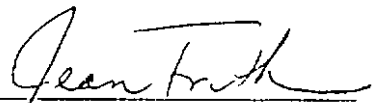
By: Please see attached counterpart
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

By: 
Jean Fruth, Secretary

Unanimous Written Consent
for
Fruth Family Foundation, Inc.

ACTION BY UNANIMOUS WRITTEN CONSENT
of the
BOARD OF DIRECTORS
of
THE FRUTH FAMILY FOUNDATION

All of the members of the Board of Directors of The Fruth Family Foundation (the "Foundation"), a California nonprofit public benefit corporation, in accordance with the authority provided in Section 5211(b) of the California Nonprofit Public Benefit Corporation Law and Section 25 of the Bylaws of the Foundation, hereby adopt the following resolutions and consent to the taking of the following actions without a meeting of the Board:

WHEREAS, the Board of Directors of the Foundation has determined that it is in the best interests of the Foundation that it reincorporate in Florida by merging with "Fruth Family Foundation, Inc.", a newly-formed Florida nonprofit corporation (the "Survivor"), with Survivor as the surviving corporation (the "Merger"); and

WHEREAS, a draft Agreement of Merger (the "Agreement") has been presented to the Board of Directors of the Foundation;

WHEREAS, the Board of Directors of the Foundation has determined that it is in the best interests of the Foundation to approve the Agreement, and to authorize and direct the officers of the Foundation to take further action to finalize the Agreement and to consummate the Merger; and

WHEREAS, the Board of Directors of the Foundation intends for the Merger to be treated for U.S. federal income tax purposes as a reincorporation of a corporation incorporated under the laws of one state (California) under the laws of a different state (Florida).

NOW, THEREFORE, IT IS RESOLVED that the Agreement, in substantially the form reviewed by this Board of Directors and attached hereto as Exhibit A, is hereby authorized and approved in all respects.

RESOLVED FURTHER that the President and Secretary of the Foundation are hereby authorized and directed to execute and deliver (a) the Agreement, in substantially the form attached hereto, and with such modifications as may be deemed necessary or advisable on the advice of counsel, and (b) any and all other documents and agreements relating to and necessary, desirable, or appropriate for the consummation of the Merger, including the Officer's Certificate attached hereto as Exhibit B.

RESOLVED FURTHER that the officers and directors of the Foundation are hereby authorized and directed to take any and all actions they deem necessary or advisable to document, consummate, or evidence the transaction approved in the foregoing resolutions.


including but not limited to approving and/or giving notice of the Merger to the California Attorney General as required by Section 6010 of the California Nonprofit Corporation Law.

RESOLVED FURTHER that any actions heretofore taken by the officers of this corporation, or any person or persons designated and authorized to act by such officers, to further the purposes of the foregoing resolutions prior to the date of this meeting are hereby ratified, approved, and confirmed.

RESOLVED FURTHER that the Secretary is directed to file a copy of the Agreement as reviewed by the Board with this executed Unanimous Written Consent.

IN WITNESS WHEREOF, all of the directors of the Foundation have executed this Unanimous Written Consent on the date set forth opposite their names below. Such execution may be in counterparts. The foregoing resolutions shall be effective as of the last date set forth below.

Dated: 3-18-21, 2021



John David Fruth
(also known as John D. Fruth)

Dated: _____, 2021

Please see attached counterpart
Jean Fruth

including but not limited to approving and/or giving notice of the Merger to the California Attorney General as required by Section 6010 of the California Nonprofit Corporation Law.

RESOLVED FURTHER that any actions heretofore taken by the officers of this corporation, or any person or persons designated and authorized to act by such officers, to further the purposes of the foregoing resolutions prior to the date of this meeting are hereby ratified, approved, and confirmed.

RESOLVED FURTHER that the Secretary is directed to file a copy of the Agreement as reviewed by the Board with this executed Unanimous Written Consent.

IN WITNESS WHEREOF, all of the directors of the Foundation have executed this Unanimous Written Consent on the date set forth opposite their names below. Such execution may be in counterparts. The foregoing resolutions shall be effective as of the last date set forth below.

Dated: _____, 2021

Please see attached counterpart
John David Fruth
(also known as John D. Fruth)

Dated: March 16, 2021

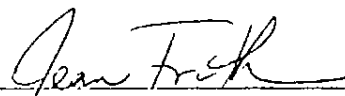

Jean Fruth

Exhibit A
Draft Merger Agreement

See attached

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of March 11, 2021, is entered into between Fruth Family Foundation, Inc. a newly-formed Florida nonprofit corporation ("Survivor"), and The Fruth Family Foundation, a California nonprofit public benefit corporation ("Restructuring Corporation," and, together with Survivor, the "Constituent Corporations" and each a "Constituent Corporation").

Recitals

- A. Restructuring Corporation has no voting members and no authorized stock.
- B. The Boards of Directors of Survivor and Restructuring Corporation deem it advisable and have approved that Restructuring Corporation be reincorporated in Florida by merging into Survivor on the terms and conditions hereinafter set forth.
- C. The Boards of Directors of Survivor and Restructuring Corporation intend for the Merger (as defined in Section 1 of this Agreement) to be treated for U.S. federal income tax purposes as a reincorporation of a corporation incorporated under the laws of one state (California) under the laws of a different state (Florida).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Agreement

Section 1. Statement of Merger. On the Effective Date, as defined in Section 6 of this Agreement, Restructuring Corporation shall be merged into Survivor, the corporate existence of Survivor shall continue, the separate corporate existence of Restructuring Corporation shall cease (the "Merger"), and the Merger will have all effects provided by applicable law. The corporate identity, existence, purposes, powers, rights, and immunities of Restructuring Corporation shall be merged into and vested in Survivor, and the corporate identity, existence, name, purposes, powers, rights, and immunities of Survivor shall continue unaffected and unimpaired by the Merger. Survivor shall be subject to all of the debts, liabilities, and trust obligations of Restructuring Corporation in the same manner as if Survivor had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of Restructuring Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

Section 2. Certificate of Incorporation and Bylaws. Survivor's Articles of Incorporation and Bylaws in effect immediately preceding the Effective Date shall remain in effect on and after the Effective Date until amended or repealed as provided by law.

Section 3. Directors and Officers. Survivor's directors and officers immediately preceding the Effective Date shall remain Survivor's directors and officers on and after the Effective Date until they resign, are removed, or are replaced as provided by Survivor's Bylaws or as provided by law.

Section 4. Filing of Merger Agreement. A copy of this Agreement, together with an officer's certificate of each Constituent Corporation, shall be submitted:

(a) First, by the Restructuring Corporation, to the California Attorney General, with such filing commencing the 20-day notice period as provided by Section 6010(b) of the California Nonprofit Public Benefit Corporation Law. Consummation of the Merger and Surviving Corporation's filings shall occur only following the close of this 20-day notice period, or upon receipt by Restructuring Corporation of consent to the Merger by the California Attorney General as described in Section 6010(a) of the California Nonprofit Public Benefit Corporation Law, whichever occurs first.

(b) Second, by Surviving Corporation, to the Florida Secretary of State, but only following the end of the 20-day notice period or upon receipt of the consent to the Merger as set forth in subsection (a) above.

(c) Third, by the Restructuring Corporation, to the California Secretary of State.

Section 5. Conditions to Merger. In no event shall the Merger be consummated prior to:

(a) The giving of any other necessary notices by the Constituent Corporations; and

(b) The obtainment of all necessary authorizations, approvals, and consents by the Constituent Corporations.

Section 6. Effective Date. The Merger is effective upon the filing of this Agreement by the Florida Secretary of State as set forth in Section 4 (b) above (the "Effective Date").

Section 7. Activities Prohibited Pending the Merger. Between the date of this Agreement and the Effective Date, Restructuring Corporation shall not, without the prior written consent of Survivor, engage in any activity or transaction or encumber any asset other than in the ordinary course of its affairs and consistent with its past practice, except as contemplated by this Agreement.

Section 8. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective Boards of Directors of Restructuring Corporation and Survivor; or, (b) if in the opinion of the Board of Directors of either Restructuring Corporation or Survivor, evidenced by a certified copy of resolutions of that Board given to the other party to this Agreement, the consummation of the Merger is for any reason impractical or undesirable. In the event of termination as provided in this section, neither Restructuring Corporation nor Survivor or their respective Boards of Directors shall

be liable to the other party or its Board of Directors.

Section 9. Further Actions. Following the Effective Date, Restructuring Corporation (acting through the persons who were its officers immediately prior to the Merger) shall execute and deliver any documents and take any actions as may be desirable or necessary to vest in Survivor the title to and possession of all rights, properties, assets, trusts, and business of Restructuring Corporation, or otherwise to carry out the full intent and purpose of this Agreement.

Section 10. Amendments. Amendments to this Agreement may only be made prior to the Effective Date, by a writing signed by the President and Secretary of the Constituent Corporations and approved by the Boards of Directors of Constituent Corporations.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute but one Agreement.

Section 14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to benefit by such provision or any other provisions of this Agreement.

Section 15. Headings. The Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By:



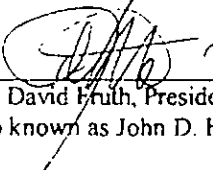
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By:



John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: Please see attached counterpart
John D. Fruth, President

By: 
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: Please see attached counterpart
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

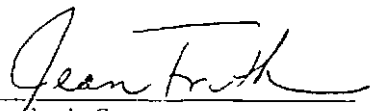
By: 
Jean Fruth, Secretary

Exhibit B
Officers Certificate

See attached


**CERTIFICATE OF OFFICERS
OF
THE FRUTH FAMILY FOUNDATION**

We, John David Fruth and Jean Fruth, hereby certify as follows:

1. We are the duly elected and acting President and Secretary, respectively, of The Fruth Family Foundation, a California nonprofit, public benefit corporation (the "Corporation").
2. The Merger Agreement in the form attached hereto was approved by the Board of Directors of this corporation by unanimous written consent as of March 11, 2021.
3. The Corporation has no members.
4. No other approvals are required.
5. The Attorney General of California has been given notice of this merger as required by California law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: 3-12, 2021



John David Fruth, President
(also known as John D. Fruth)

Dated: _____, 2021

Please see attached counterpart
Jean Fruth, Secretary

CERTIFICATE OF OFFICERS
OF
THE FRUTH FAMILY FOUNDATION

We, John David Fruth and Jean Fruth, hereby certify as follows:

1. We are the duly elected and acting President and Secretary, respectively, of The Fruth Family Foundation, a California nonprofit, public benefit corporation (the "Corporation").
2. The Merger Agreement in the form attached hereto was approved by the Board of Directors of this corporation by unanimous written consent as of March 11, 2021.
3. The Corporation has no members.
4. No other approvals are required.
5. The Attorney General of California has been given notice of this merger as required by California law.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: _____, 2021

Please see attached counterpart

John David Fruth, President
(also known as John D. Fruth)

Dated: March 16, 2021

Jean Fruth
Jean Fruth, Secretary

Unanimous Written Consent
for
Fruth Family Foundation, Inc.

UNANIMOUS CONSENT OF DIRECTORS

OF

FRUTH FAMILY FOUNDATION, INC.

Whereas, pursuant to Florida Statutes §617.1107, the board of directors of the Fruth Family Foundation, Inc. ("Florida Corporation") have decided that it is in the best interest of the Florida Corporation to allow The Fruth Family Foundation, a California nonprofit Public Benefit Corporation ("California Corporation") to merge with the Florida Corporation with the result that the Florida Corporation will be the surviving entity;

Whereas, the Board of Directors of the Florida Corporation received a draft Agreement of Merger (the "Merger Agreement");

Whereas, the Board of Directors of the Florida Corporation wishes to proceed with the merger and authorizes and directs the officers of the Florida Corporation to take further action to finalize the Merger Agreement and to consummate the merger,

Whereas, the Board of Directors of the Florida Corporation intends for the merger to be treated for U.S. federal income tax purposes as a reincorporation of a corporation incorporated under the laws of one state (California) under the laws of a different state (Florida); and

Whereas, in lieu of any meeting, the directors may act by unanimous consent, as permitted in Florida Statutes §617.0821.

Therefore, it is now resolved by the undersigned, being all of the Directors of the Florida Corporation, that the Merger Agreement, in substantially the form attached as Exhibit A, is hereby authorized and approved in all respects.

Resolved further that the President and Secretary of the Florida Corporation are hereby authorized and directed to execute and deliver (a) the Merger Agreement, in substantially the form attached hereto, and with such modifications as may be deemed necessary or advisable on the advice of counsel, and (b) any and all other documents and agreements relating to and necessary, desirable, or appropriate for the consummation of the merger, including the Officer's Certificate attached hereto as Exhibit B.

Resolved further that the officers and directors of the Florida Corporation are hereby authorized and directed to take any and all actions they deem necessary or advisable to document, consummate, or evidence the transaction approved in the foregoing resolutions, including but not limited to approving and/or giving notice of the merger to the Florida Department of State.

Resolved further that any actions heretofore taken by the officers of the Florida Corporation, or any person or persons designated and authorized to act by such officers, to further the purposes of the foregoing resolutions prior to the date of this meeting are hereby ratified, approved, and confirmed.

Resolved further that the Secretary is directed to file a copy of the Merger Agreement as reviewed by the Board of Directors of the Florida Corporation with this executed Unanimous Written Consent.

Signed as of March 11, 2021



John D. Pruthi


Bettina Kochinke

Please see attached counterpart
James M. Welch

Resolved further that the Secretary is directed to file a copy of the Merger Agreement as reviewed by the Board of Directors of the Florida Corporation with this executed Unanimous Written Consent.

Signed as of March 11, 2021

Please see attached counterpart

John D. Fruth

Please see attached counterpart

Bettina Kochinke

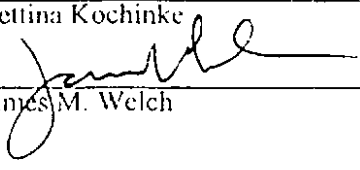

James M. Welch

Exhibit A
Draft Merger Agreement

See attached

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of March 11, 2021, is entered into between Fruth Family Foundation, Inc. a newly-formed Florida nonprofit corporation ("Survivor"), and The Fruth Family Foundation, a California nonprofit public benefit corporation ("Restructuring Corporation," and, together with Survivor, the "Constituent Corporations" and each a "Constituent Corporation").

Recitals

- A. Restructuring Corporation has no voting members and no authorized stock.
- B. The Boards of Directors of Survivor and Restructuring Corporation deem it advisable and have approved that Restructuring Corporation be reincorporated in Florida by merging into Survivor on the terms and conditions hereinafter set forth.
- C. The Boards of Directors of Survivor and Restructuring Corporation intend for the Merger (as defined in Section 1 of this Agreement) to be treated for U.S. federal income tax purposes as a reincorporation of a corporation incorporated under the laws of one state (California) under the laws of a different state (Florida).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Agreement

Section 1. Statement of Merger. On the Effective Date, as defined in Section 6 of this Agreement, Restructuring Corporation shall be merged into Survivor, the corporate existence of Survivor shall continue, the separate corporate existence of Restructuring Corporation shall cease (the "Merger"), and the Merger will have all effects provided by applicable law. The corporate identity, existence, purposes, powers, rights, and immunities of Restructuring Corporation shall be merged into and vested in Survivor, and the corporate identity, existence, name, purposes, powers, rights, and immunities of Survivor shall continue unaffected and unimpaired by the Merger. Survivor shall be subject to all of the debts, liabilities, and trust obligations of Restructuring Corporation in the same manner as if Survivor had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each of the Constituent Corporations shall be preserved unimpaired, provided that such liens and trust obligations, if any, on the property of Restructuring Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

Section 2. Certificate of Incorporation and Bylaws. Survivor's Articles of Incorporation and Bylaws in effect immediately preceding the Effective Date shall remain in effect on and after the Effective Date until amended or repealed as provided by law.

Section 3. Directors and Officers. Survivor's directors and officers immediately preceding the Effective Date shall remain Survivor's directors and officers on and after the Effective Date until they resign, are removed, or are replaced as provided by Survivor's Bylaws or as provided by law.

Section 4. Filing of Merger Agreement. A copy of this Agreement, together with an officer's certificate of each Constituent Corporation, shall be submitted:

(a) First, by the Restructuring Corporation, to the California Attorney General, with such filing commencing the 20-day notice period as provided by Section 6010(b) of the California Nonprofit Public Benefit Corporation Law. Consummation of the Merger and Surviving Corporation's filings shall occur only following the close of this 20-day notice period, or upon receipt by Restructuring Corporation of consent to the Merger by the California Attorney General as described in Section 6010(a) of the California Nonprofit Public Benefit Corporation Law, whichever occurs first.

(b) Second, by Surviving Corporation, to the Florida Secretary of State, but only following the end of the 20-day notice period or upon receipt of the consent to the Merger as set forth in subsection (a) above.

(c) Third, by the Restructuring Corporation, to the California Secretary of State.

Section 5. Conditions to Merger. In no event shall the Merger be consummated prior to:

- (a) The giving of any other necessary notices by the Constituent Corporations; and
- (b) The obtainment of all necessary authorizations, approvals, and consents by the Constituent Corporations.

Section 6. Effective Date. The Merger is effective upon the filing of this Agreement by the Florida Secretary of State as set forth in Section 4 (b) above (the "Effective Date").

Section 7. Activities Prohibited Pending the Merger. Between the date of this Agreement and the Effective Date, Restructuring Corporation shall not, without the prior written consent of Survivor, engage in any activity or transaction or encumber any asset other than in the ordinary course of its affairs and consistent with its past practice, except as contemplated by this Agreement.

Section 8. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective Boards of Directors of Restructuring Corporation and Survivor; or, (b) if in the opinion of the Board of Directors of either Restructuring Corporation or Survivor, evidenced by a certified copy of resolutions of that Board given to the other party to this Agreement, the consummation of the Merger is for any reason impractical or undesirable. In the event of termination as provided in this section, neither Restructuring Corporation nor Survivor or their respective Boards of Directors shall

be liable to the other party or its Board of Directors.

Section 9. Further Actions. Following the Effective Date, Restructuring Corporation (acting through the persons who were its officers immediately prior to the Merger) shall execute and deliver any documents and take any actions as may be desirable or necessary to vest in Survivor the title to and possession of all rights, properties, assets, trusts, and business of Restructuring Corporation, or otherwise to carry out the full intent and purpose of this Agreement.

Section 10. Amendments. Amendments to this Agreement may only be made prior to the Effective Date, by a writing signed by the President and Secretary of the Constituent Corporations and approved by the Boards of Directors of Constituent Corporations.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute but one Agreement.

Section 14. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to benefit by such provision or any other provisions of this Agreement.


Section 15. Headings. The Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

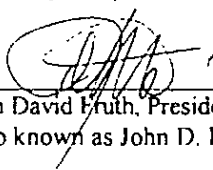
FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: 
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: 
John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: Please see attached counterpart
John D. Fruth, President

By: 
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

By: Please see attached counterpart
Jean Fruth, Secretary

IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

Survivor:

FRUTH FAMILY FOUNDATION, INC.,
a Florida nonprofit corporation

By: Please see attached counterpart
John D. Fruth, President

By: Please see attached counterpart
Bettina Kochinke, Secretary

Restructuring Corporation:

THE FRUTH FAMILY FOUNDATION,
a California nonprofit public benefit corporation

By: Please see attached counterpart
John David Fruth, President
(also known as John D. Fruth)

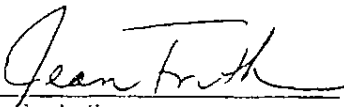
By: 
Jean Fruth, Secretary

Exhibit B
Officers Certificate

See attached

**CERTIFICATE OF OFFICERS
RELATED TO MERGER**

OF

FRUTH FAMILY FOUNDATION, INC.

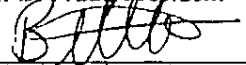
John D. Fruth and Bettina Kochinke hereby certify:

1. We are the President and Secretary of the Fruth Family Foundation, Inc., ("Corporation") a not for profit corporation established by Articles as document number N21000002757 with the Florida Secretary of State.
2. The Merger Agreement in the form attached was approved as the Articles of Merger by the Board of Directors with all three Directors acting by unanimous written consent as of March 11, 2021.
3. The Corporation has no members.
4. No other approvals are required.

Signed as of March 11, 2021



John D. Fruth, President



Bettina Kochinke, Secretary