

# N2200013256

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.

((H23000408460 3)))



H230004084603ABC.

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

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

From:  
Account Name : LIESER SKAFF ALEXANDER, PLLC  
Account Number : I20150000057  
Phone : (813)280-1256  
Fax Number : (813)251-8715

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

Email Address: mike.shealy@basispartners.com

2023 NOV 29 AM 11:53  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## MERGER OR SHARE EXCHANGE WITH NONPROFIT COMPANY, BASIS ENDOWMENT FOUNDATION, INC.

Certificate of Status	0
Certified Copy	1
Page Count	16
Estimated Charge	\$68.75

79.75

2023 NOV 29 PM 8:14

H230004084993

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** N22000013256  
\_\_\_\_\_  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ghada Skaff  
\_\_\_\_\_  
(Contact Person)

Lieser Skaff  
\_\_\_\_\_  
(Firm/Company)

403 N. Howard Avenue  
\_\_\_\_\_  
(Address)

Tampa, FL 33606  
\_\_\_\_\_  
(City/State and Zip Code)

For further information concerning this matter, please call:

Ghada Skaff At ( 813 ) 280-1256  
\_\_\_\_\_  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

H230004084993

FILED

2023 NOV 29 AM 11:53

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

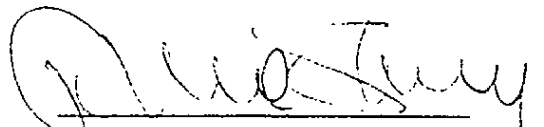
ARTICLES OF MERGER

Basis Endowment Foundation, a California nonprofit public benefit corporation,  
merging into


Basis Endowment Foundation, Inc., a Florida not-for-profit corporation

- FIRST: The name and jurisdiction of the surviving corporation is Basis Endowment Foundation, Inc., which is a Florida not-for-profit corporation (with document number N22000013256).
- SECOND: The name and jurisdiction of the only merging corporation is Basis Endowment Foundation, a California nonprofit public benefit corporation (with California Entity Number 2324555).
- 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 October 9, 2023, \_\_\_\_\_ by action of Directors by unanimous written consent. There are no members of the surviving corporation.
- SIXTH: The Plan of Merger was adopted by the merging corporation as of October 9, 2023, \_\_\_\_\_ by action of Directors by unanimous written consent. There are no members of the merging corporation.
- SEVENTH: Signatures for each corporation are set forth below and confirmed by the attachments to these Articles.

Merging Corporation:  
Basis Endowment Foundation

  
Michael Shealy, Chief Executive Officer

Surviving Corporation:  
Basis Endowment Foundation, Inc.

  
Michael Shealy, Chief Executive Officer

H230004084993

**ACTION BY UNANIMOUS WRITTEN CONSENT**  
of the  
**BOARD OF DIRECTORS**  
of  
**BASIS ENDOWMENT FOUNDATION**

All of the members of the Board of Directors of Basis Endowment Foundation (the "Foundation"), a California nonprofit public benefit corporation, in accordance with the authority provided in Section 5211(h) of the California Nonprofit Public Benefit Corporation Law and Section 21 of Article III 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 "Basis Endowment Foundation, Inc.," a newly-formed Florida not-for-profit corporation ("Survivor"), with Survivor as the surviving corporation (the "Merger");

**WHEREAS** the Board of Directors of the Foundation wishes to approve the Merger because it will allow the charitable operations of the Foundation to continue uninterrupted and in the same manner and under the same oversight and governance as before the Merger with the sole change being the state of incorporation of the charitable entity carrying out these activities;

**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) with the effect that the Foundation's U.S. federal employer identification and tax-exempt status will be maintained by Survivor;

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

H230004084993

H230004084993

**RESOLVED FURTHER** that the Chief Executive Officer and Secretary of the Foundation are hereby authorized and directed to execute and deliver (a) the Agreement, in substantially the same form attached hereto, and with such modification 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 that 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 the Foundation, 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 Unanimous Written Consent are hereby ratified, approved, and confirmed; and


**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.

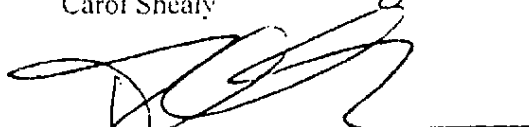
Dated: 10/6/23

  
Michael Shealy

Dated: 10/6/23

  
Carol Shealy

Dated: 10/9/23

  
Todd Baker

H230004084993

Exhibit A

Form of Agreement of Merger

[See Attached]

Exhibit B

H230004084993

Certificate of Officers

[See Attached]

H230004084993

**CERTIFICATE OF OFFICERS  
Of  
BASIS ENDOWMENT FOUNDATION**

We, Michael Shealy and Todd Baker, hereby certify as follows:

1. We are the duly elected and acting Chief Executive Officer and Secretary, respectively, of Basis Endowment Foundation, a California nonprofit public benefit corporation (the "Corporation"), with California Entity Number **C2324555**.

2. The Agreement of Merger in the form attached hereto was approved by the Board of Directors of the Corporation by unanimous written consent as of **October 9, 2023**.

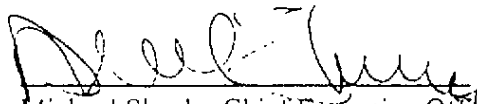
3. The Corporation has no members.

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: 10/6/23

  
Michael Shealy, Chief Executive Officer

Dated: 10/9/23

  
Todd Baker, Secretary

H230004084993



H230004084993

**ACTION BY UNANIMOUS WRITTEN CONSENT**  
of the  
**BOARD OF DIRECTORS**  
of  
**BASIS ENDOWMENT FOUNDATION, INC.**

All of the members of the Board of Directors of Basis Endowment Foundation, Inc. (the "Foundation"), a Florida not-for-profit corporation, in accordance with Florida Statutes Section 617.0821 and Article V, Section 9 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**, pursuant to Florida Statutes Section 617.1107, the Board of Directors of the Foundation has determined that it is in the best interests of the Foundation that it merge with Basis Endowment Foundation, an existing California nonprofit public benefit corporation (the "Restructuring Corporation"), with the Foundation as the surviving corporation (the "Merger");

**WHEREAS** draft Articles of Merger and the Plan of Merger, referred to as the Agreement of Merger (the "Agreement") have 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) with the effect that Restructuring Corporation's U.S. federal employer identification and tax-exempt status will be maintained by the Foundation;

**NOW, THEREFORE, IT IS RESOLVED** that the Agreement, in substantially the same 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 Chief Executive Officer and Secretary of the Foundation are hereby authorized and directed to execute and deliver (a) the Agreement, in substantially the same form attached hereto, and with such modification 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**;

H230004084993

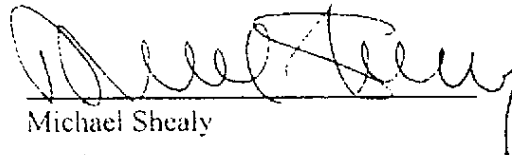
**RESOLVED FURTHER** that the officers and directors of the Foundation are hereby authorized and directed to take any and all actions that they deem necessary or advisable to document, consummate, or evidence the transaction approved in the foregoing resolutions including but not limited to cooperating with the Restructuring Corporation to give 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 the Foundation, 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 Unanimous Written Consent are hereby ratified, approved, and confirmed:

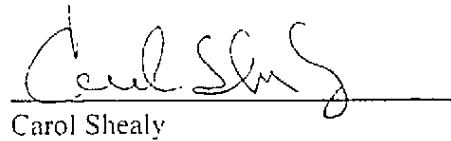
**RESOLVED FURTHER** that the Secretary is directed to file a copy of the Agreement as reviewed by the Board with this executed Unanimous Written Consent.

**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: 10/6/23

  
Michael Shealy

Dated: 10/10/23

  
Carol Shealy

Dated: 10/9/23

  
Todd Baker

H230004084993

Exhibit A

Articles of Merger and Form of Plan of Merger

{*See Attached*}

H230004084993

Exhibit B

Certificate of Officers

[See Attached]

H230004084993

**CERTIFICATE OF OFFICERS**  
**OF**  
**BASIS ENDOWMENT FOUNDATION, INC.**

Michael Shealy and Todd Baker hereby certify as follows:

1. We are the Chief Executive Officer and Secretary, respectively, of Basis Endowment Foundation, Inc., a not-for-profit corporation established by the filing of the Articles of Incorporation with Florida Secretary of State, Division of Corporations and assigned document number N22000013256.

2. The Articles of Merger and Agreement of Merger in the forms attached hereto were approved by the Board of Directors of this corporation with all three directors acting by unanimous written consent on October 9, 2023.

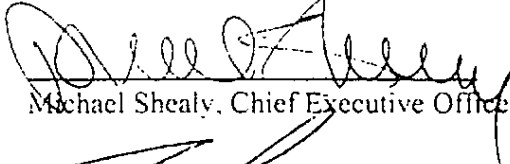
3. This corporation has no members.

4. No other approvals of the Articles of Merger or Agreement of Merger are required by this corporation's Articles of Incorporation or Bylaws.

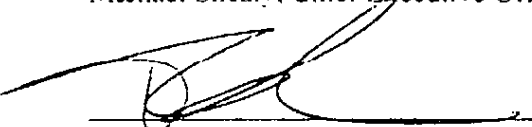
5. The Attorney General of California has been given prior written notice of this merger as required by California law.

I 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 my own knowledge.

Dated: 10/6/23

  
Michael Shealy, Chief Executive Officer

Dated: 10/9/23

  
Todd Baker, Secretary

H230004084993

## AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "Agreement"), dated as of October 9, 2023, is entered into between Basis Endowment Foundation, Inc., a newly formed Florida not-for-profit corporation ("Survivor"), and Basis Endowment Foundation, a California nonprofit public benefit corporation with **California Entity Number 2324555** ("Restructuring Corporation," jointly, the "Constituent Corporations").

### Recitals

- A. Restructuring Corporation has no voting members and no authorized stock.
- B. Survivor has no voting members and no authorized stock.
- C. The Boards of Directors of Survivor and Restructuring Corporation (each a "Constituent 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.
- D. 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) with the effect that Restructuring Corporation's U.S. federal employer identification and tax-exempt status will be maintained by Survivor.

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. Articles 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, the Articles of Merger, 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 the Articles of Merger and this Agreement with 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 Chief Executive Officer and Secretary of the Constituent Corporations and approved by the Boards of Directors of the 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 or 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 that 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.]*

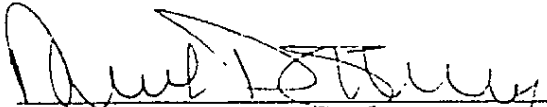


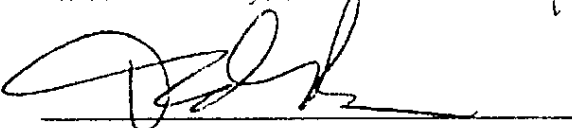
IN WITNESS WHEREOF, Restructuring Corporation and Survivor have caused this Agreement to be executed as of the day and year first written above.

**Survivor:**

**BASIS ENDOWMENT FOUNDATION, INC.**

A Florida not-for-profit Corporation


By:   
Michael D. Shealy, Chief Executive Officer

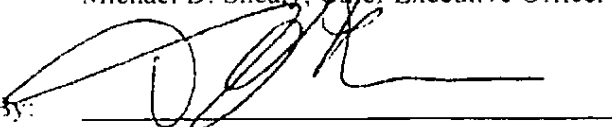
By:   
Todd Baker, Secretary

**Restructuring Corporation:**

**BASIS ENDOWMENT FOUNDATION.**

A California nonprofit public benefit corporation

By:   
Michael D. Shealy, Chief Executive Officer

By:   
Todd Baker, Secretary

FILED  
2023 NOV 29 AM 11:53  
CLERK OF STATE  
TALLAHASSEE, FLORIDA