

N23000009807

Wycliffe Bible Translators
(Requestor's Name)

PO Box 628200
(Address)

(Address)

Orlando, FL 32862-8200
(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

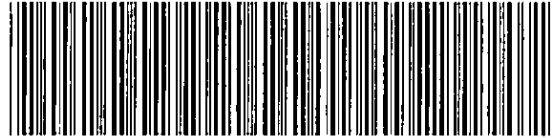
(Business Entity Name)

(Document Number)

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2023 JUL -5 PM 2:19
TALLAHASSEE, FL
STATE OF FLORIDA
CLERK OF THE SUPREME COURT

Morgan

AUG 15 2023
D CUSHING

AFFIDAVIT OF CONSENT TO USE OF NAME

State of Florida)
)
County of Orange)

FILED
2023 JUL -5 PM 2:19
CLERK OF COURT
JUL 5 2023

BEFORE ME, the undersigned authority, personally appeared Curtis Henderson, ("Affiant"), and after being duly sworn by me, deposed and said the following:

Affiant is the Treasurer of Wycliffe Bible Translators, Inc., a California Nonprofit Corporation, which is registered to do business in the State of Florida under document number 836165, and which has its offices located at 11221 John Wycliffe Boulevard, Orlando, Florida, 32832.

In accordance with Fla. Stat. § 617.0403 (5), the above-named corporation, as the owner of said name, hereby releases and gives its consent to the use of its name by Wycliffe Bible Translators, Inc., a Florida Not for Profit Corporation, so that said corporation may file its Articles of Incorporation in the State of Florida under the same name. These two entities intend to merge, and upon the filing of the Articles of Merger, the registration of the California corporation will be terminated.

Affiant:



Curtis Henderson, Treasurer

6/28/23

Date

Sworn to, subscribed and acknowledged before me by means of physical presence on this 28th day of JUNE, 2023, by Curtis Henderson, the Treasurer of Wycliffe Bible Translators, Inc., a California Nonprofit Corporation, on behalf of the said corporation. Said person is personally known to me or presented a valid driver's license as identification.



Mariah Haman
Notary Public of State of Florida

ARTICLES OF MERGER
(Not for Profit Corporations)
Wycliffe Bible Translators, Inc.

FILED
2023 JUL -5 PM 2:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

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

Wycliffe Bible Translators, Inc.
A Florida Not For Profit Corporation

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

Wycliffe Bible Translators, Inc.
A California Nonprofit Corporation

Third: The Agreement and Plan of Merger was duly approved, and is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION

Prior to the merger there were no members of the surviving corporation who were entitled to vote on the plan of merger. The plan of merger was approved by the board of directors on May 15, 2023. The number of directors in office was 15. The vote for the plan was as follows: 11 FOR 0 AGAINST (4 ABSENT).

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION

The plan of merger was adopted by the members of the merging corporation on April 28, 2023. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 1,660 FOR 25 AGAINST.

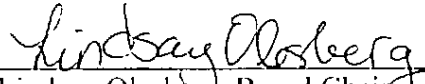
The plan of merger was approved by the board of directors on May 15, 2023. The number of directors in office was 15. The vote for the plan was as follows: 11 FOR 0 AGAINST (4 ABSENT).

Seventh: SIGNATURES FOR EACH CORPORATION

[SIGNATURES ON FOLLOWING PAGE]

**THE ABOVE-DESCRIBED ARTICLES OF MERGER ARE APPROVED AND
ADOPTED BY THE MERGING AND THE SURVING CORPORATIONS:**

Wycliffe Bible Translators, Inc.
A California Nonprofit Corporation



Lindsay Olesberg, Board Chair

Date

Wycliffe Bible Translators, Inc.
A Florida Not for Profit Corporation



Lindsay Olesberg, Board Chair

Date

AGREEMENT AND PLAN OF MERGER OF
WYCLIFFE BIBLE TRANSLATORS, INC.,

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the Effective Date by and between Wycliffe Bible Translators, Inc., a Florida not for profit corporation (the "Surviving Entity"), and Wycliffe Bible Translators, Inc., a California nonprofit corporation (the "Merging Entity"). The Merging Entity and the Surviving Entity wish to enter into this Agreement in furtherance of their shared charitable and religious purposes, and for the purposes of redomiciling the merged organization from the state of California to the state of Florida. In consideration of the promises and of the mutual covenants, representations, warranties and agreements contained herein, the parties hereto agree as follows:

1. The Merging Entity and the Surviving Entity have agreed that their shared Christian religious purpose of promoting the work of Bible translation will be furthered, and administrative efficiencies will be accomplished by merging the Merging Entity into the Surviving Entity. Therefore, the Merging Entity shall be merged with and into the Surviving Entity, which shall be the surviving entity of the merger effective as of the Effective Date herein, pursuant to the provisions of the California Corporations Code and the California Nonprofit Religious Corporations Act (collectively, the "California Law") and the Florida Not for Profit Corporations Act (Chapter 617) of the Florida Statutes (the "Florida Law"). The separate existence of the Merging Entity shall cease at the Effective Date and time of the merger in accordance with the provisions of the California Laws.

2. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State, or at such other time as the parties shall agree in compliance with Florida Law (the "Effective Date"). There shall also be filed with the California Secretary of State a copy of the Articles of Merger, together with the corporate Secretary's certification, in compliance with California Law.

3. Upon the Effective Date and time of the merger:

- a. By virtue of the merger and without any action on the part of any other person or entity, the Merging Entity shall cease to exist and said corporation shall be merged with and into Surviving Entity in accordance with the provisions of this Agreement and Plan of Merger;
- b. The name of the Surviving Entity will be "Wycliffe Bible Translators, Inc.";
- c. The Articles of Incorporation and the Bylaws of the Surviving Entity, in effect immediately prior to the merger, will continue in full force and effect. The Articles of Incorporation and the Bylaws of the Surviving Entity are the same as those of the Merging Entity except for references to the state of incorporation, and the amendment to Article XIV of the Bylaws as referenced herein. The merger will not effect any other changes in the Articles of Incorporation or Bylaws, and these instruments which will remain the same until or unless thereafter amended in the

manner prescribed by the provisions of Florida Law and such Articles of Incorporation or Bylaws, as applicable;

- d. The Employer Identification Number ("EIN") of the Merging Entity shall be the EIN of the Surviving Entity;
- e. The Directors of the Merging Entity on the Effective Date shall continue as the Directors of the Surviving Entity, all of whom shall hold their positions until the election or appointment and qualification of their respective successors or until otherwise terminated in accordance with the bylaws of the Surviving Entity, or as otherwise provided by applicable law; and
- f. By virtue of the merger and without any further action on the part of the members or any other person or entity, the members of the Merging Entity on the Effective Date shall, from and after such Effective Date and time, be the members of the Surviving Entity, who shall have all of the same rights of voting and participation as they previously had as members of the Merging Entity.
- g. The officers and employees of the Merging Entity on the Effective Date shall, from and after such Effective Date and time, be the officers and employees of the Surviving Entity, all of whom shall hold their positions until the appointment and qualification of their respective successors or until otherwise terminated in accordance with the bylaws of the Surviving Entity, or as otherwise provided by applicable law or internal policies or procedures of the Surviving Entity.
- h. The policies and procedures of the Merging Entity in effect immediately prior to the Effective Date, including without limitation all employment and employee benefits policies and procedures shall be the policies and procedures of the Surviving Entity.
- i. There will be no amendments to the Articles of Incorporation or Bylaws of the Surviving Entity effected by this merger, except as follows: Bylaws Article XIV "Indemnification" will be amended to provide a more robust description of the circumstances and proceedings for indemnification. The proposed amendment will be submitted to the Board and the Membership for approval.

4. Upon the Effective Date, by operation of law, all rights, privileges and powers and all property, real, personal and mixed, of, and all debts due to, the Merging Entity, as well as all other things and causes of action belonging to it, shall be vested in the Surviving Entity, and shall thereafter be the rights, privileges, powers, and property of and debts due to the Surviving Entity as they were of the Merging Entity, and all debts, liabilities and duties of the Merging Entity shall thereafter attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest in the Surviving Entity, according to the terms hereof, the title to any property or rights of the Merging Entity, the last acting officers of the Merging Entity or the corresponding officers of the Surviving Entity shall execute and make all such proper assignments and assurances

and take all such actions necessary or proper to vest title to such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

5. The street address of the principal office of the Surviving Entity is 11221 John Wycliffe Boulevard, Orlando, Florida, 32832.

6. The Agreement and Plan of Merger herein entered into shall be submitted to the members and the Board of Directors of the Merging Entity and to the Board of Directors of the Surviving Entity for approval or rejection in the manner prescribed by the provisions of California Law, Florida Law and the bylaws of the Merging Entity.

7. In the event that the Agreement and Plan of Merger shall have been duly authorized, approved and adopted by the Board of Directors of the Merging Entity and the Board of Directors of the Surviving Entity, in compliance with the provisions of California Law and Florida Law, the Merging Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed or recorded any document or documents prescribed by the laws of the State of California and the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere, to effectuate the merger provided for herein.

8. The officers of the Merging Entity and the officers of the Surviving Entity are each hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents, that any such person shall deem necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger provided for herein.

9. This Agreement and Plan of Merger may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Effective Date and time of any requisite merger documents filed with the California Secretary of State and Florida Secretary of State by mutual consent of the parties hereto, whether before or after approval of this Agreement and Plan of Merger by the members of each of the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State Florida.

WYCLIFFE BIBLE TRANSLATORS, INC.
a California Nonprofit Corporation

By: Lindsay Olesberg
Name: Lindsay Olesberg
Title: Chair of the Board of Directors

WYCLIFFE BIBLE TRANSLATORS, INC.
a Florida Not For Profit Corporation

By: Lindsay Olesberg
Name: Lindsay Olesberg
Title: Chair of the Board of Directors