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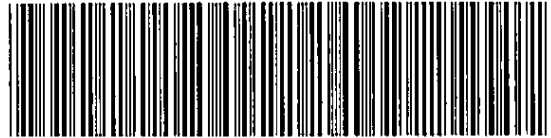
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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02/12/24-- 01029--029 \*\*78.75

FILED

2024 FEB 12 AM 11:15

CLERK OF COURT  
JANUARY 2024

Drew Hultgren  
Senior Legal Counsel  
[drew\\_hultgren@wycliffe.org](mailto:drew_hultgren@wycliffe.org)

January 31, 2024

Department of State  
Division of Corporations – Amendments Section  
P. O. Box 6327  
Tallahassee, FL 32314

Re: **Merger of Wycliffe Bible Translation Foundation, Inc.**  
**Document Number: N24000001016**

Dear Sir or Madam,

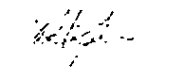
Enclosed for filing on behalf of Wycliffe Bible Translation Foundation, Inc., please find our **Articles of Merger** and our **Agreement and Plan of Merger**, which have been executed by the merging corporation and the surviving corporation. Also enclosed are the following fees:

Merging Corp. Filing Fee	\$35.00
Surviving Corp. Filing Fee	\$35.00
Certified Copy	<u>\$8.75</u>
<b>TOTAL</b>	<b>\$78.75</b>

We recently filed the Florida Articles of Incorporation for Wycliffe Bible Translation Foundation, Inc. under Document Number: **N24000001016**. We also filed an Affidavit of Consent to Use of Name on behalf of Wycliffe Bible Translation Foundation, Inc., a California nonprofit corporation registered to do business in Florida under Document Number: **F03000002066**. As shown by the attached documents, the California corporation is being merged into the Florida corporation. Following the merger, the foreign registration of the California corporation will be terminated.

If you have any questions or further instructions, please contact me at the phone number or email address shown in this letter. Thank you in advance for your kind assistance.

Yours Truly,

  
Drew Hultgren

Senior Legal Counsel<sup>1</sup>  
Wycliffe Bible Translators, Inc.

<sup>1</sup> Licensed in the State of Minnesota and as Authorized House Counsel for Wycliffe Bible Translators, Inc. in Florida, and not otherwise licensed to practice law in the State of Florida.

FILED  
2024 FEB 12 AM 11:18  
TALLAHASSEE, FL  
CLERK OF CIRCUIT COURT

**ARTICLES OF MERGER**  
**(Not for Profit Corporations)**  
**Wycliffe Bible Translation Foundation, Inc.**

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 Translation Foundation, Inc.**, a Florida Not for Profit Corporation  
Florida Document Number: **N24000001016**

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

**Wycliffe Bible Translation Foundation, Inc.**, a California Nonprofit Corporation  
California Entity number: **1718194**  
Registered to do business in Florida under Document Number: **F03000002066**

**Third:** The Agreement and Plan of Merger was duly approved by each corporation, 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 Agreement and Plan of merger. The Agreement and Plan of merger was approved by the board of directors of the surviving corporation on February 28, 2023. The number of directors in office was 5. The vote for the plan was as follows: 5 FOR 0 AGAINST.

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION**

Prior to the merger there were no members of the merging corporation who were entitled to vote on the plan of merger. The plan of merger was approved by the board of directors on February 8, 2023. The number of directors in office was 5. The vote for the plan was as follows: 5 FOR 0 AGAINST.

**Seventh: SIGNATURES FOR EACH CORPORATION**

WYCLIFFE BIBLE TRANSLATION  
FOUNDATION, INC.  
a California nonprofit corporation

By:   
Name: A. John Krehely  
Title: President

WYCLIFFE BIBLE TRANSLATION  
FOUNDATION, INC.  
a Florida not for profit corporation

By:   
Name: A. John Krehely  
Title: President

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2024 FEB 12 AM 11:15  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

**AGREEMENT AND PLAN OF MERGER OF**  
**WYCLIFFE BIBLE TRANSLATION FOUNDATION, INC.,**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made this 29th day of January, 2024 by and between Wycliffe Bible Translation Foundation, Inc., a Florida not for profit corporation, (the "Surviving Entity"), and Wycliffe Bible Translation Foundation, 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 Translation Foundation, 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 amendments to Sections 8, 9 and 10 of the Bylaws as referenced herein. The merger will not cause or require 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;
- f. There are no Members of the Merging Entity or the Surviving 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 Sections 8 and 10 will be amended to provide authority for the Surviving Entity to serve as a sponsoring organization of donor advised funds; and Section 9 will be amended to provide a more robust description of the circumstances and proceedings for indemnification.

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 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.

Executed to be effective as of the date first above written.

WYCLIFFE BIBLE TRANSLATION  
FOUNDATION, INC.  
a California nonprofit corporation

By:   
Name: A. John Krehely  
Title: President

WYCLIFFE BIBLE TRANSLATION  
FOUNDATION, INC.  
a Florida not for profit corporation

By:   
Name: A. John Krehely  
Title: President

FILED  
2024 FEB 12 AM 11:15  
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TALLAHASSEE, FL