

## Agreement of Merger

This is an Agreement of Merger ("**Agreement**"), dated as of \_\_\_\_\_, 20\_\_, between Client ("**Surviving Corporation**"), a California nonprofit public benefit corporation with California Entity Number \_\_\_\_\_, and XYZ, Inc., a California nonprofit public benefit corporation with California Entity Number \_\_\_\_\_ ("**Disappearing Corporation**").

### Background

- A. Each of the Surviving Corporation and the Disappearing Corporation is a California nonprofit public benefit corporation with no members.
- B. The boards of directors of each of the Surviving Corporation and the Disappearing Corporation have deemed it advisable for the Disappearing Corporation to merge into the Surviving Corporation.

### Agreement

The Surviving Corporation and the Disappearing Corporation agree as follows:

#### 1. Merger Terms

##### 1.1 Filing; Effective Date

The Surviving Corporation shall file with the California Secretary of State a copy of this Agreement, together with officers' certificates of the Surviving Corporation and the Disappearing Corporation. The merger contemplated by this Agreement shall become effective [on \_\_\_\_\_, 20\_\_] [as prescribed by law] (the "Effective Date").

##### 1.2 Effect of Merger

As of the Effective Date, (a) the Disappearing Corporation shall be merged into the Surviving Corporation; (b) the separate corporate existence of the Disappearing Corporation shall cease; (c) the Surviving Corporation shall continue its corporate existence under California law; (d) the Surviving Corporation shall succeed to all the rights and property of the Disappearing Corporation and shall be subject to all the debts, liabilities, and obligations of the Disappearing Corporation; and (v) the merger shall have all other effects prescribed by law.

##### 1.3 Articles of Incorporation

As of the Effective Date, the articles of incorporation of Client shall be amended as set forth in **Exhibit A**.

##### 1.4 Bylaws

The Surviving Corporation's bylaws in effect immediately preceding the Effective Date shall be and remain its bylaws until amended or repealed as provided by law.

#### 2. Other Provisions

##### 2.1 Termination

This Agreement may be terminated and the merger abandoned at any time before the Effective Date by consent of the board of directors of each party.

##### 2.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both the Surviving Corporation and the Disappearing Corporation that recites that it is an amendment to this Agreement.

**2.3 Further Assurances**

The Disappearing Corporation shall from time to time, when requested by the Surviving Corporation, take any actions and execute and deliver any documents necessary or desirable to evidence or carry out the merger contemplated by this Agreement.

**2.4 Governing Law**

This Agreement shall be governed by California law.

**2.5 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

\* \* \* \* \*

The Surviving Corporation and the Disappearing Corporation have signed this Agreement as of the date stated in its first paragraph:

**Surviving Corporation:**

**Disappearing Corporation:**

**Client**

**XYZ, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

Title: President

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Title: Secretary

**Exhibit A**

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
CLIENT**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Client, a California nonprofit public benefit corporation.
2. Article One of the Articles of Incorporation of this corporation of the Articles of Incorporation of this corporation is amended to read as follows:  

“The name of this corporation is: [\_\_\_\_\_].”
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

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: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_  
[\_\_\_\_], President

DATED: \_\_\_\_\_, 20\_\_  
\_\_\_\_\_  
[\_\_\_\_], Secretary

**OFFICERS' CERTIFICATE  
OF  
AGREEMENT OF MERGER  
OF  
CLIENT**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Client, a California nonprofit public benefit corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors of the corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

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: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[\_\_\_\_\_] , President

DATED: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[\_\_\_\_\_] , Secretary

**OFFICERS' CERTIFICATE**  
**OF**  
**AGREEMENT OF MERGER**  
**OF**  
**XYZ, INC.**

The undersigned certify that:

1. They are the President and Secretary, respectively, of XYZ, Inc., a California nonprofit public benefit corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors of the corporation.
3. The corporation has no members.
4. No other approvals are required.
5. The Attorney General of the State of California has been given notice of the merger.

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: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[\_\_\_\_], President

DATED: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
[\_\_\_\_], Secretary