

## MERGER AGREEMENT

Agreement of merger dated July 26, 2016, by and between the INTERNATIONAL CIRCLE OF KOREAN LINGUISTICS ("ICKL") and the HARVARD INTERNATIONAL SYMPOSIUM ON KOREAN LINGUISTICS ("H-ISOKL"), the two entities acting by their respective leaderships and sometimes collectively referred to herein as the "constituent entities."

ICKL is a scholarly organization established on October 20, 1975. The principal office of the ICKL is not fixed but changes with the election of a new president.

The assets of the ICKL consist of the following: (i) \$5,670.00. (ii) Website: [www.ickl.info](http://www.ickl.info)

H-ISOKL is a scholarly organization established on July 12, 1985. The principal office of the H-ISOKL in the State of Massachusetts is located in the Department of Linguistics of Harvard University. The principal place of business of H-ISOKL is located at Boylston Hall, Third Floor, Harvard University, Cambridge, MA 02138.

The assets of the H-ISOKL consist of the following: (i) \$3,250.00. (ii) Website: [www.harvard-isokl.org](http://www.harvard-isokl.org). ID: Harvard-isokl

The respective leaderships of ICKL and H-ISOKL deem it desirable and in the best interests of the entities and their members that the entities merge.

In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the parties that ICKL and H-ISOKL shall be, and they are, as of the merger date (as defined in paragraph 3 of Article I) merged into a single surviving entity (the "surviving entity"), which shall be and is ICKL, one of the constituent entities, which shall continue its existence, all on the terms and conditions set forth.

### *Article I: Merger*

1. This agreement of merger (sometimes called the "agreement"), shall be submitted for adoption and approval by the leadership of each of the constituent entities at separate meetings.

2. Upon the adoption and approval of this agreement by the respective leadership of the constituent entities, the facts shall be certified on this agreement and this agreement shall be signed, acknowledged, and filed with each entity.

3. The merger of H-ISOKL into ICKL shall become effective upon the signing of this agreement. The date on which the taking of the actions in this paragraph is completed is referred to in this agreement as the "merger date."

***Article II: Name and Continued Corporate Existence of Surviving Entity***

The corporate name of ICKL, the constituent entity whose existence is to survive this merger and continue thereafter as the surviving entity, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the identity, existence, purposes, powers, objects, franchises, rights and immunities of H-ISOKL shall be wholly merged into ICKL. Accordingly, on the merger date the separate existence of H-ISOKL shall cease.

***Article III: Bylaws of Surviving Entity***

From and after the merger date the present bylaws of ICKL shall be and become the bylaws of the surviving entity until they shall be altered, amended or repealed, or until new bylaws shall be adopted, in accordance with the provisions of law, the bylaws of the surviving entity.

***Article IV: Officers***

1. The number of officers of the surviving entity, who shall hold office until their successors have been duly elected and shall have qualified, or as otherwise provided in the bylaws of the surviving entity, shall remain unchanged. The respective names of the first officers of the surviving entity are as follows:

President	Alan Hyun-Oak Kim (Southern Illinois University at Carbondale)
Vice President	Hee-Don Ahn (Konkuk University, Seoul)
Treasurer	Dongsik Lim (Hongik University, Seoul)
Secretary-General (Seoul-Based)	Chang-Kook Suh (Baek-Seok University, Cheonan)
Secretary-General (Helsinki-Based)	Jeong-Young Kim (University of Helsinki, Helsinki)
Research Planning Officer	Seungwan Ha (Kyungpuk National University, Daegu)
Research Planning Officer	Sungeun Cho (YOUNG NAM University, Geongsan)
Information and Public Affairs Officer	Sangoun Song (Incheon National University, Incheon)
Publication Officer	Heejeong Ko (Seoul National University, Seoul)

2. The first biennial meeting of the membership of the surviving entity after the merger date shall be the biennial meeting provided by the bylaws of the surviving entity for the year 2017.

3. The first officers of the surviving entity, who shall hold office until their successors have been elected or appointed and shall have qualified, or as otherwise provided in its bylaws, are the officers of ICKL immediately prior to the merger date.

4. If, on or after the merger date, a vacancy shall for any reason exist in any of the offices of the surviving entity, the vacancy shall be filled in the manner provided in the bylaws of the surviving entity.

***Article V: Assets and Liabilities***

On the merger date, all assets and all debts due to either of the constituent entities on whatever account, and all and every other interest of or belonging to either of constituent entities shall be taken by and deemed to be transferred to and vested in the surviving entity without further act.

***Article VI: Conduct of Business by Constituent Entities***

Prior to the merger date, H-ISOKL shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business.

***Article VII: Warranties of the Constituent Entities***

H-ISOKL covenants, represents and warrants to ICKL that it will use its best efforts to preserve its business organization intact, to keep available to ICKL the present officers and membership of H-ISOKL, and to preserve for ICKL the relationships of H-ISOKL with all those having business relations with H-ISOKL.

ICKL covenants, represents and warrants to H-ISOKL that its leadership has, subject to the authorization and approval of its members, authorized and approved the execution and delivery of this agreement, and the performance of the transactions contemplated by this agreement.

***Article VIII: Consummation of Merger***

If the merger contemplated is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the constituent entities, be borne by the surviving entity. If the merger is not completed, each of the constituent entities shall be liable for, and shall pay, the expenses incurred by it.

Notwithstanding membership authorization and at any time prior to the filing, the filing of this agreement may be deferred from time to time by mutual consent of the respective leadership of each of the constituent entities, and, to the extent provided in (a), (b), and (c) below, the merger may be abandoned:

(a) By the mutual consent of the respective leadership of each of the constituent entities; or

(b) At the election of the leadership of either constituent entity if:

(1) The warranties and representations of the other constituent entity contained in this agreement shall not be substantially accurate in all material respects on and as of the date of election; or the covenants contained of the other constituent entity shall not have been performed or satisfied in all material respects; or

(2) This agreement shall not have been approved by the requisite votes of members of the constituent entities on or before December 31, 2016; or

(c) If the merger date shall not have occurred by 6:00 p.m. December 31, 2016, then, at the option of the leadership of either constituent entity the merger may be abandoned.

In the event of the abandonment of the merger pursuant to the foregoing provisions, this agreement shall become void and have no effect, without any liability on the part of either of the constituent entities or its members or officers in respect of this merger except the obligation of each constituent entity to pay its own expenses as provided in this article, Article VIII.

**Article IX: Miscellaneous**

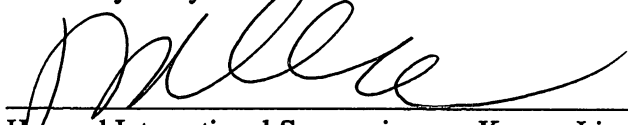
1. The representations and warranties contained in Article VII of this agreement and any liability of one constituent entity to the other for any default under the provisions of this agreement, shall expire with, and be terminated and extinguished by, the merger under this agreement on the merger date.

2. To enable ICKL to coordinate the activities of H-ISOKL into those of ICKL on and after the merger date, H-ISOKL shall, before the merger date, afford to the officers and authorized representatives of ICKL free and full access to the plants, properties, books and records of H-ISOKL, and the officers of H-ISOKL will furnish ICKL with financial and operating data and other information as to the business and properties of H-ISOKL and its subsidiaries as ICKL shall from time to time reasonably request. ICKL shall, before the merger date, afford to the officers and authorized representatives of H-ISOKL such access, and ICKL's officers will furnish such data and information to H-ISOKL, as may be reasonably required by H-ISOKL. ICKL and H-ISOKL agree that, unless and until the merger contemplated by this agreement has been consummated, ICKL and H-ISOKL and their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain, and if the merger provided for is not consummated as contemplated, ICKL and H-ISOKL will each return to the other party all data as the other party may reasonably request.

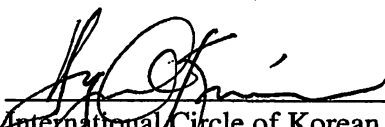
3. For the convenience of the parties and to facilitate the filing or recording of this agreement, any number of counterparts may be executed and each executed counterpart shall be deemed to be an original instrument.

**Signatures and Dates**

In witness, the duly assigned representative of each of the constituent entities have duly subscribed their names to this agreement under the corporate seal of their respective entity, all as of the day and year first written above.

  
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Harvard International Symposium on Korean Linguistics  
James Hye-Suk Yoon, Designated Representative  
Professor, University of Illinois, Urbana-Champaign

Date: July 27, 2016

  
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International Circle of Korean Linguistics  
Alan Hyun-Oak Kim, President  
Professor, Southern Illinois University at Carbondale

Date: July 26, 2016