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TALLAHASSEE, FL

FLORIDA CAPITAL COURIER SERVICES, INC
2330 CLARE DRIVE
TALLAHASSEE, FL 32309
(850) 524-54372
(850) 524-6243

Please use funds from the account I20210000160: \$ 87.50

Authorization Signature: Jan. Sullivan

Global Impact Foundation, Inc.

Business Name

#Document #

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 X Certified Copies of the Articles of Incorporation

 X Certificate of Status

NEW FILINGS

 Profit
 X Not for Profit
 LLC
 Domestication
 INC
 CORP
 OTHER

AMENDMENTS

 Amendment
 Resignation of R.A.
 Change of Registered Agent
 Dissolution/Withdrawal
 Conversion
 Statement of FACT
 Merger

OTHER FILINGS

 Annual Report
 Fictitious Name
 Statement of Authority
 APOSTIL.
 COUNTRY

REGISTRATION/QUALIFICATIONS

 Foreign Filing
 Partnership
 Reinstatement
 CORRECTION for a Foreign LLC
 Domestication of a Foreign Corp.
 Other

EXAMINER'S INITIALS:

OFFICE OF THE CLERK
TALLAHASSEE, FL

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_____ Other

EXAMINER'S INITIALS: _____

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STATE

COVER LETTER

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

SUBJECT: Global Impact Foundation Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Samantha Clay

Name (Printed or typed)

6869 Carolyn Way

Address

Lake Worth

City, State & Zip

561-413-8024

Daytime Telephone number

Sam@L3Advisors.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

TALLAHASSEE, FL
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**ARTICLES OF INCORPORATION
FOR
NON-PROFIT CORPORATION
OF
GLOBAL IMPACT FOUNDATION, INC.**

**ARTICLE 1
Name of Corporation**

The name of the corporation is Global Impact Foundation, Inc.

**ARTICLE 2
Purposes**

1. Any provision of these Articles of Global Impact Foundation, Inc. to the contrary notwithstanding, Global Impact Foundation, Inc. shall not have any purpose or object, nor have or exercise any power, nor engage in any activity, which in any way contravenes, or is in conflict with, the other provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc.. As a particular purpose in furtherance of, consistent with, and subject to, the general and controlling purposes set forth in of this **ARTICLE 2**, the mission and purpose of Global Impact Foundation, Inc. shall be to benevolently grant educational scholarships to people of need or ability or desire to further their educational experience. Global Impact Foundation, Inc. shall be a local autonomy and shall not be connected with any state or national ecclesiastical religious or quasi-religious organization or corporation.

2. The objects and purposes of Global Impact Foundation, Inc. are as follows:

(a) As general and controlling purposes, to conduct and carry on its work, not for profit, but exclusively for those certain charitable, or educational purposes including, for such purposes, benevolently granting educational scholarships to people of need or ability or desire to further their educational experience or the making of distributions or scholarships to organizations that qualify as exempt organizations under section within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 ("Code"), or corresponding section of any future federal tax code.

(b) No part of the net earnings of Global Impact Foundation, Inc. shall inure to the benefit of, or be distributable to its Members, Trustees, Officers, or other private persons, except that Global Impact Foundation, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered

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and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of Global Impact Foundation, Inc. shall be the carrying on for propaganda, or otherwise attempting to influence legislation, and Global Impact Foundation, Inc. shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, Global Impact Foundation, Inc. shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Code, the corresponding section of any future federal tax code, or (b) by an organization the contributions to which are deductible under section 170(c)(2) of the Code, the corresponding section of any future federal tax code.

3. Notwithstanding any other provision of these Articles of Global Impact Foundation, Inc., if, at any time, Global Impact Foundation, Inc. shall be determined to be a private foundation or private operating foundation, as defined in section 509 or section 4942 of the Code, then:

(a) Global Impact Foundation, Inc. shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

(b) Global Impact Foundation, Inc. shall not engage in any act of self-dealing as defined in section 4941(d) of the Code.

(c) Global Impact Foundation, Inc. shall not purchase nor retain any excess business holdings as defined in section 4943(c) of the Code.

(d) Global Impact Foundation, Inc. shall not make any investments in such manner as to subject it to tax under section 4944 of the Code.

(e) Global Impact Foundation, Inc. shall not make any taxable expenditure as defined in section 4945(d) of the Code.

ARTICLE 3

Duration

Global Impact Foundation, Inc. shall have perpetual duration.

ARTICLE 4

Mailing Address

The mailing address of the principal office of Global Impact Foundation, Inc. is 6869 Carolyn Way, Lake Worth, FL 33463.

ARTICLE 5

Distribution of Assets Upon Dissolution

If, at any time, Global Impact Foundation, Inc. dissolves, the assets of Global Impact Foundation, Inc. shall be applied and distributed as follows:

1. All liabilities and obligations of Global Impact Foundation, Inc. shall be paid and discharged, or adequate provision shall be made therefore;
2. Assets held by Global Impact Foundation, Inc. upon condition requiring return, transfer, or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred, or conveyed in accordance with such requirements;
3. Assets that have been received and are held by Global Impact Foundation, Inc. subject to limitations permitting their use only for religious, charitable, educational or similar purposes, and that are not held upon a conditioning requiring return, transfer, or conveyance by reason of dissolution, shall be transferred or conveyed to (i) one or more Global Impact Foundation, Inc.'s, societies, or organizations, organized under the laws of any state, that are exempt under section 501(c)(3) of the Code (ii) the Federal government, or (iii) a state or local government, for a public purpose, pursuant to a plan of distribution adopted as provided by law;
4. Any assets not disposed of pursuant to the provisions of this **ARTICLE 5** shall be disposed of by a court of competent jurisdiction of the county in which the principal office of Global Impact Foundation, Inc. is then located to such organizations, as the court shall determine, which are organized and operated exclusively for religious or charitable purposes and are exempt under section 501(c)(3) of the Code.

ARTICLE 6

By-Laws and Constitution

The affairs and purpose of Global Impact Foundation, Inc. shall be conducted in accordance with the Constitution of Global Impact Foundation, Inc. and the By-Laws of Global Impact Foundation, Inc., as amended from time to time.

ARTICLE 7

**Indemnification of Trustees,
Employees and Agents**

1. To the fullest extent permitted by, and in accordance with the provisions of Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc., Global Impact Foundation, Inc. shall indemnify each Trustee and Employee or Agent of Global Impact Foundation, Inc. against expenses (including, but not limited to, attorneys' fees), judgments, taxes, penalties, fines (including, but not limited to, any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively a "Liability"), incurred by such Trustee and Employee or Agent in connection with defending and threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such Trustee and Employee or Agent is, or is threatened to be made, a party because such Trustee and Employee or Agent is or was a Trustee and Employee or Agent of Global Impact Foundation, Inc., or is or was serving as the request of Global Impact Foundation, Inc. as a Trustee, Member, Partner, Employee, or Agent of another domestic or foreign Global Impact Foundation, Inc., partnership, joint venture, trust or other enterprise, including, but not limited to , service with respect to employee benefits plans. A Trustee and Employee or Agent of Global Impact Foundation, Inc. shall be considered to be serving an employee benefit plan at Global Impact Foundation, Inc.'s request if the duties of such Trustee and Employee or Agent to Global Impact Foundation, Inc. also impose duties on or otherwise involve services by such Trustee and Employee or Agent to the plan or to participants in or beneficiaries of the plan.

2. To the fullest extent authorized or permitted by, and in accordance with the provisions of Florida law, as the same exists of may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc., Global Impact Foundation, Inc. shall pay or reimburse expenses (including, but not limited to, attorneys' fees) incurred by a Trustee and Employee or Agent of Global Impact Foundation, Inc. who is a party to a proceeding in advance of final disposition of such proceeding.

3. The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this **ARTICLE 7** with respect to any Trustee and Employee or Agent of Global Impact Foundation, Inc. shall, to the fullest extent authorized or permitted by, and in accordance with the provisions of, Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc. (i) not be deemed exclusive of other rights, if any, to which such Trustee and Employee or Agent of Global Impact Foundation, Inc.

seeking such indemnification or advancement may be entitled under any Constitution and By-Law, agreement, action of disinterested parties, or otherwise, as to any action by such Trustee and Employee or Agent in his or her official capacity as such or as to any action of such Trustee and Employee or Agent of Global Impact Foundation, Inc. in any other capacity, (ii) continue as to a person who has ceased to be a Trustee and Employee or Agent of Global Impact Foundation, Inc., and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

4. To the fullest extent authorized or permitted by, and in accordance with the provisions of Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc., Global Impact Foundation, Inc. may purchase and maintain insurance on behalf of an individual who is or was a Trustee and Employee or Agent of Global Impact Foundation, Inc., or who while a Trustee and Employee or Agent of Global Impact Foundation, Inc., is or was serving at the request of Global Impact Foundation, Inc. as a Member-Trustee, Partner, Employee, or Agent of another foreign or domestic Global Impact Foundation, Inc., partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by such Trustee and Employee or Agent in that capacity or arising from such Trustee and Employee or Agent's status as a Trustee and Employee or Agent, whether or not Global Impact Foundation, Inc. would have power to indemnify such Trustee and Employee or Agent against the same Liability under the provisions of this **Article 7**.

5. Any repeal or modification of the **ARTICLE 7** by the governing body of Global Impact Foundation, Inc. shall not adversely affect any right or protection of a Trustee and Employee or Agent of Global Impact Foundation, Inc. under this **ARTICLE 7** with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE 8

Elimination of Certain Liability of Trustee

1. An Employee of Global Impact Foundation, Inc. shall not be personally liable to Global Impact Foundation, Inc. for monetary damages for breach of such Employee's duties; provided, however, that this provision shall not eliminate or limit the liability of an Employee for the following:

(a) For any transaction in which such Employee's personal financial interest is in conflict with the financial interests of Global Impact Foundation, Inc.,

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(b) For acts or omissions not in good faith or which involve intentional misconduct or are known to such Employee to be a violation of law; or

(c) For any transaction from which such Employee derived an improper personal benefit. This **ARTICLE 8** shall continue to be applicable with respect to any such breach of duties by an Employee of Global Impact Foundation, Inc. as an Employee notwithstanding that such Employee may thereafter cease to be an Employee and shall inure to the personal benefit of such Employee's heirs, executors and administrators.

ARTICLE 9

Severability of Provisions

Except as may conflict with the provisions of **ARTICLE 2** of these Articles of Global Impact Foundation, Inc., if any provision of these Articles of Global Impact Foundation, Inc. or its application to any person or circumstances shall be held invalid by a court of competent jurisdiction, the invalidity shall not affect any other provisions or applications of these Articles of Global Impact Foundation, Inc. that can be given effect without the invalid provision or application, and, to this end, the provisions of these Articles of Global Impact Foundation, Inc. are severable.

ARTICLE 10

Amendments: Bylaws

1. Global Impact Foundation, Inc.'s Articles of Global Impact Foundation, Inc. may be amended in the manner provided by law.
2. The governing body of Global Impact Foundation, Inc. shall adopt a Constitution or By-Laws for Global Impact Foundation, Inc., and the governing body of Global Impact Foundation, Inc. may change or revise such Constitution or By-Laws at any time and from time to time.

ARTICLE 11

Registered Agent

1. The street address of Global Impact Foundation, Inc.'s initial registered office in Florida is 6869 Carolyn Way, Lake Worth, Florida 33463, and the name of the initial registered agent at that office is Samantha Clay.

ARTICLE 12

Directors

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ALLAH'S COURT

1. The initial Board of Directors of Global Impact Foundation, Inc. shall consist of three (3) directors; and the directors shall serve until the first annual meeting of the members of Global Impact Foundation, Inc. or until their successors are elected and qualified and their addresses are:

Marc Potash
6869 Carolyn Way
Lake Worth, FL 33463

Lesley Potash
6869 Carolyn Way
Lake Worth, FL 33463

Jack Potash
6869 Carolyn Way
Lake Worth, FL 33463

2. The numbers of directors thereafter shall be as the Bylaws of Global Impact Foundation, Inc. may from time to time provide.

ARTICLE 13
Incorporator

1. The name and mailing address of the incorporator is:

Samantha Clay
6869 Carolyn Way
Lake Worth, FL 33463

EXECUTED by the incorporator on November 13, 2024.



Samantha Clay

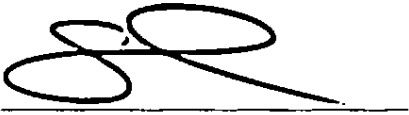
I, Samantha Clay, consent to serve as the registered agent on behalf of Global Impact Foundation, Inc.



Samantha Clay

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TALLAHASSEE, FL

This instrument was prepared by:



Samantha Clay
6869 Carolyn Way
Lake Worth, FL 33463
(561) 413-8024

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CLERK OF DISTRICT COURT
TALLAHASSEE, FL