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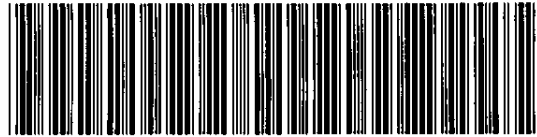
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FILED
DEPARTMENT OF STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
2015 APR 29 AM 10:30

EFFECTIVE DATE

May 15, 2015

Menger/CC
Nancy chg
10 4:30.15

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 610158 4301770

AUTHORIZATION

[Signature]

COST LIMIT : \$ 78.75

ORDER DATE : April 29, 2015

ORDER TIME : 12:20 PM

ORDER NO. : 610158-005

CUSTOMER NO: 4301770

ARTICLES OF MERGER

STUDENT FARMWORKER ALLIANCE,
INC.

INTO

INTERFAITH ACTION OF SOUTHWEST
FLORIDA, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Lydia Cohen

EXAMINER'S INITIALS:

(10)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Interfaith Action of Southwest Florida, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Elena Stein
(Contact Person)

Interfaith Action of Southwest Florida, Inc.
(Firm/Company)

P.O. Box 509
(Address)

Immokalee, Florida 34143
(City/State and Zip Code)

For further information concerning this matter, please call:

Elena Stein At (239) 657-8311
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

May 15, 2015

(Not for Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

FILED
SECRETARY OF CORPORATION
DIVISION
2015 APR 29 AM 10:30

OR 05/15/15 / _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

(Attach additional sheets if necessary)

e

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
_____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 4/9/15. 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(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on 2/17/15. 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

Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

Interfaith Action of Southwest Florida, Inc.

Rev Allison Farnum

Rev Allison Farnum Secretary, Treasurer

Student Farmworker Alliance, Inc.

Joseph Parker

Joseph Parker Co-Coordinator
and Authorized Officer

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Interfaith Action of Southwest Florida, Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Student Farmworker Alliance, Inc.

Florida

The terms and conditions of the merger are as follows:

Please see attached Plan of Merger.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

On the Effective Date of the merger, the name of the surviving corporation shall be changed to Alliance for Fair Food, Inc. This change, along with changes to the purposes clause of the articles of incorporation of the surviving corporation, changes in registered office and registered agent of the surviving corporation, and certain other changes, are set forth in the Amended and Restated Articles of Incorporation attached as Exhibit A to the Plan of Merger attached hereto.

Other provisions relating to the merger are as follows:

Please see attached Plan of Merger.

PLAN OF MERGER
BY AND BETWEEN
INTERFAITH ACTION OF SOUTHWEST FLORIDA, INC.
AND
STUDENT FARMWORKER ALLIANCE, INC.

Under Title XXXVI, Chapter 617 of the Florida Statutes

This Plan of Merger (this "Plan"), dated as of April 9, 2015, is made and entered into by and between Interfaith Action for Southwest Florida, Inc. a Florida not-for-profit corporation ("IA") and Student Farmworker Alliance, Inc., a Florida not-for-profit corporation ("SFA").

WHEREAS, IA is a charitable organization dedicated to education and advocacy for social justice, particularly as relates to dignity, fair wages and improved working conditions for farmworkers and others employed in low-wage jobs, and is exempt from federal income tax as an organization described in Internal Revenue Code ("Code") Section 501(c)(3);

WHEREAS, SFA is a charitable organization committed to assisting farmworkers to gain access to justice, fair wages and improved working conditions, primarily through mobilizing students to engage in education and advocacy campaigns on a national level, and is exempt from federal income tax as an organization described in Code Section 501(c)(3);

WHEREAS, IA and SFA share a common mission, maintain a close working relationship, and have collaborated in a number of programmatic areas in the past;

WHEREAS, as a result of this shared mission and programmatic focus, IA and SFA have decided to enter into a strategic combination to streamline their operations and strengthen their ability to promote social justice, dignity, fair wages and improved working conditions for farmworkers and other low-wage workers in the U.S. and worldwide, as part of a broader global vision of justice for all peoples;

WHEREAS, in order to implement this strategic combination and thereby achieve greater efficiency and efficacy in carrying out their charitable purposes, the Board of Directors of IA and the Board of Directors of SFA have determined that it is advisable and in the best interests of IA and SFA (the "Constituent Corporations") to combine the Constituent Corporations into a single Florida not-for-profit corporation through the statutory merger of SFA with and into IA (the "Merger") pursuant to the provisions of the Florida Not for Profit Corporations Act, Title XXXVI, Chapter 617 of the Florida Statutes ("Chapter 617") and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the representations, warranties and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE MERGER

1. Approvals.

A. Approval by IA. IA has no members with voting rights. The Board of Directors of IA has (i) determined that the Merger is advisable and in the best interests of IA, and (ii) approved this Plan and the transactions contemplated hereby. Such approval has not been rescinded and is in full force and effect.

B. Approval by SFA. SFA has no members with voting rights. The Board of Directors of SFA has (i) determined that the Merger is advisable and in the best interests of SFA, and (ii) approved this Plan and the transactions contemplated hereby. Such approval has not been rescinded and is in full force and effect.

2. The Merger: Surviving Corporation. On the Effective Date (as hereinafter defined), subject to and upon the terms and conditions of this Plan and in accordance with the applicable provisions of Chapter 617, SFA will be merged with and into IA, and the separate existence of SFA will thereupon cease. IA (which is sometimes referred to in this Plan as the "Surviving Corporation") will survive the Merger and will continue to be organized and existing as a Florida not-for-profit corporation.

3. Effective Date of the Merger. The Merger will be consummated by the filing of duly executed Articles of Merger (the "Articles") by the State of Florida. The Merger will become effective at the later to occur of (a) the date the Articles are accepted for filing by the State of Florida, or (b) such other date as may be specified in the Articles (the "Effective Date").

4. Effect of the Merger. The effect of the Merger will be as provided in this Plan and the applicable provisions of Chapter 617. Without limiting the generality of the foregoing, on the Effective Date, all the property, rights, interests, privileges, powers, franchises, of SFA will vest in the Surviving Corporation, and all the debts, liabilities and duties of SFA will become the debts, liabilities and duties of the Surviving Corporation.

5. Further Assurances. Each party hereto will execute, file and record such further documents and instruments and take such further actions as may be requested by the other to consummate the Merger, to vest the Surviving Corporation with full title to all property, rights, privileges, powers, franchises, of SFA or to effect any other purpose of this Plan.

6. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of IA or SFA in Florida, as well as for enforcement of any obligation of the Surviving Corporation

arising from the Merger. The Surviving Corporation hereby appoints the Secretary of State of the State of Florida as its agent to accept service of process in any suit or other proceeding. The post office address to which the Secretary of State shall mail a copy of any process served upon the Secretary is:

Alliance for Fair Food, Inc.
110 S. 2nd Street
Immokalee, Florida 34142

ARTICLE II ORGANIZATION

1. Name of the Surviving Corporation. From and after the Effective Date, the name of the Surviving Corporation will be changed to "Alliance for Fair Food, Inc.", which name will be reflected in the amended and restated Articles of Incorporation of the Surviving Corporation attached hereto as Exhibit A.

2. Articles of Incorporation. From and after the Effective Date, the Articles of Incorporation of IA as in effect immediately prior to the Effective Date will be amended and restated as set forth in Exhibit A attached hereto and, as amended and restated, will be the Articles of Incorporation of the Surviving Corporation and will continue in full force and effect until amended in the manner prescribed therein and by applicable law.

3. By-Laws. From and after the Effective Date, the By-Laws of IA as in effect immediately prior to the Effective Date will be the By-Laws of the Surviving Corporation and will continue in full force and effect until amended in the manner prescribed by the By-Laws and applicable law.

4. Directors and Officers. From and after the Effective Date, the directors and officers of IA at the Effective Date will be the directors and officers, respectively, of the Surviving Corporation and will remain in office until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Corporation.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Constituent Corporation represents and warrants to the other as follows:

1. Organization. Constituent Corporation is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. Constituent Corporation is duly qualified, licensed or admitted to do business and is in good standing in all jurisdictions in which the ownership, use or leasing of its assets and properties, or the conduct or nature of its business, makes such qualification, licensing or admission necessary

and in which the failure to be so qualified, licensed or admitted and in good standing could reasonably be expected to have an adverse effect on the validity or enforceability of this Plan or on the ability of Constituent Corporation to perform its obligations hereunder.

2. Authority. Constituent Corporation has all necessary corporate power and authority to enter into this Plan and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Constituent Corporation of this Plan and the consummation by Constituent Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Constituent Corporation. This Plan has been duly executed and delivered by Constituent Corporation and constitutes the valid and binding obligation of Constituent Corporation, enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally, and (ii) the availability of injunctive relief and other equitable remedies.

ARTICLE IV MISCELLANEOUS

1. Abandonment of Plan. Notwithstanding approval of this Plan by the Boards of Directors of the Constituent Corporations, if at any time prior to the filing of the Articles with the State of Florida it becomes the opinion of the Board of Directors of either Constituent Corporation that events or circumstances have occurred that render it inadvisable to consummate the Merger, this Plan may be abandoned. The filing of the Articles with the State of Florida will conclusively establish that this Plan has not been abandoned.

2. Expenses of Merger. IA will pay all the expenses of carrying out this Plan and of accomplishing the Merger, provided that if at any time this Plan should be abandoned, SFA will reimburse IA for fifty percent of all expenses incurred and paid under this paragraph.

3. Public Announcements. The Constituent Corporations will work together to develop a joint communications strategy regarding the Merger, and neither Constituent Corporation will issue any press release or other public statement or comment relating to this Plan or the transactions contemplated hereby that is not mutually agreed upon in writing.

4. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, sent by nationally recognized delivery service (such as UPS or FedEx), or mailed by certified or registered mail, return receipt requested, to the Constituent Corporations at the following addresses:

If to IA to:	Interfaith Action of Southwest Florida, Inc.
	P.O. Box 509
	Immokalee, FL 34143
	Attention: Elena Stein

If to SFA to: Student Farmworker Alliance, Inc.
P.O. Box 603
Immokalee, FL 34143
Attention: Natali Rodriguez

With a copy to: Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Susan M. Vignola

5. Waiver. Any term or condition of this Plan may be waived at any time by the Constituent Corporation that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of the Constituent Corporation waiving such term or condition. No waiver by a Constituent Corporation of any term or condition of this Plan, in any one or more instances, will be deemed to be or construed as a waiver of the same or any other term or condition of this Plan on any future occasion.

6. Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

7. No Third Party Beneficiaries. The terms and provisions of this Plan are intended solely for the benefit of each Constituent Corporation and its respective successors or permitted assigns, and it is not the intention of the Constituent Corporations to confer third-party beneficiary rights upon any third party.

8. No Assignment; Binding Effect. Neither this Plan nor any right, interest or obligation hereunder may be assigned by a Constituent Corporation, and any attempt to do so will be void, except for assignments and transfers by operation of law. Subject to the preceding sentence, this Plan is binding upon, inures to the benefit of and is enforceable by each Constituent Corporation and its successors and assigns.

9. Entire Plan. Except as otherwise specified herein, this Plan and the Articles and all exhibits attached hereto and thereto supersede all prior discussions and agreements between the Constituent Corporations with respect to the subject matter hereof and contain the sole and entire agreement between the Constituent Corporations with respect to the subject matter hereof.

10. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Florida, without regard for its conflict of laws principles.

11. Counterparts. This Plan may be executed via facsimile or otherwise in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[The next page is the signature page.]

IN WITNESS WHEREOF, this Plan has been duly executed and delivered by each party hereto as of the date first above written.

INTERFAITH ACTION OF SOUTHWEST FLORIDA, INC.

By: Rev. Allison Farnum
Name: Rev. Allison Farnum
Title: Secretary - Treasurer

STUDENT FARMWORKER ALLIANCE, INC.

By: Joseph Parker
Name: Joseph Parker
Title: National Co-Coordinator
and Authorized Officer

Exhibit A

Restated Articles of Incorporation of Interfaith Action of Southwest Florida, Inc.

(Please see attached.)

Exhibit A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
INTERFAITH ACTION FOR SOUTHWEST FLORIDA, INC.**

Interfaith Action of Southwest Florida, Inc. (the "Corporation"), organized and existing pursuant to the Florida Not for Profit Corporations Act, Title XXXVI, Chapter 617 of the Florida Statutes ("Chapter 617"), does hereby certify that:

I. The name of the Corporation is Interfaith Action of Southwest Florida, Inc. The original Articles of Incorporation of the Corporation were filed by the Florida Secretary of State on September 23, 1998 and subsequently amended on September 27, 2001. The name under which the Corporation was formed is: Religious Leaders Concerned, Inc.

II. These Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors of the Corporation on April 9, 2015 in accordance with the relevant provisions of Chapter 617, and shall be effective as of the effective date of the merger between the Corporation and Student Farmworker Alliance, Inc., ("SFA") in accordance with Chapter 617 and the Plan of Merger executed by the Corporation and SFA on April 9, 2015, with this Corporation surviving the merger with the new name "Alliance for Fair Food, Inc."

III. The Corporation has no voting members.

IV. These duly adopted Amended and Restated Articles of Incorporation amend and supersede the Corporation's original Articles of Incorporation and all amendments to them, and restate such Articles to read in their entirety as follows:

[The rest of this page is intentionally left blank.]

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ALLIANCE FOR FAIR FOOD, INC.**

ARTICLE I – NAME AND NOT-FOR-PROFIT STATUS

The name of this corporation is Alliance for Fair Food, Inc. (the “Corporation”). The Corporation is a not-for-profit corporation pursuant to the provisions of the Florida Not for Profit Corporations Act, Title XXXVI, Chapter 617 of the Florida Statutes (“Chapter 617”).

ARTICLE II – REGISTERED OFFICE AND AGENT

The registered office of the Corporation is located at: 110 S. 2nd Street, Immokalee, Florida, 34142. This address is also the address of the principal office of the Corporation. The registered agent of the Corporation is Elena Stein.

ARTICLE III – PURPOSES AND POWERS

A. Notwithstanding any other provisions of these Articles of Incorporation, the objects and purposes of the Corporation shall be exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended (the “Code”). The purposes for which the Corporation is formed and shall be operated are to seek and promote fair wages, improved working conditions, justice, dignity and respect for farmworkers and other low-wage workers, as part of a broader vision of justice for all peoples. In furtherance of such purposes, the Corporation may:

- (1) Undertake awareness-raising and action-oriented campaigns to combat exploitation of and promote solutions to improve working conditions for farmworkers and other low-wage workers in the U.S., regionally and globally;
- (2) Coordinate with other organizations and individuals advocating for justice, improved working conditions and fair wages for farmworkers and other low-wage workers in the U.S., regionally and globally; and
- (3) Engage in any and all lawful activities incidental to and in pursuit of the foregoing purposes, except as restricted herein.

B. The Corporation may engage in any and all other charitable activities within the meaning of Section 501(c)(3) of the Code and shall engage in any and all lawful activities incidental to the foregoing purposes, including any lawful act or activity for which corporations may be organized under Chapter 617.

C. In furtherance of its charitable purposes, the Corporation shall have all the general powers enumerated in Sections 617.0302 and 617.0303 of Chapter 617.

D. Notwithstanding any other provision of this Articles of Incorporation:

- (1) The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code;
- (2) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Section 3 hereof.
- (3) In the event of the liquidation, dissolution or winding up of the Corporation (whether voluntary, involuntary or by operation of law), the Corporation's property or assets shall not be conveyed or distributed to any director, officer, member, employee or member of a committee of, or person connected with, the Corporation, or any other private individual, nor to any organization created or operated for profit; but, after deducting all necessary expenses of liquidation, dissolution or winding up, as the case may be, all the remaining property and assets of the Corporation shall be distributed exclusively for charitable purposes consistent with those of the Corporation within the meaning of Section 501(c)(3) of the Code as the directors of the Corporation shall in their discretion determine;
- (4) Except to the extent permitted by the Code, the Corporation shall not carry on propaganda or otherwise attempt to influence legislation, and the Corporation shall not participate in or intervene in (including by the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

E. During any period when the Corporation is determined to be a "private foundation" as defined in Section 509 of the Code, the Corporation, in accordance with the following sections thereof, shall: (A) distribute such amounts for each taxable year at such time and in such manner as not to subject the Corporation to tax on undistributed income under Section 4942 of the Code; (B) not engage in any act which is subject to tax as self-dealing under Section 4941 of the Code; (C) not retain any holdings which are subject to tax as excess business holdings under Section 4943 of the Code; (D) not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Code; and (E) not make any taxable expenditures which are subject to tax under Section 4945 of the Code.

ARTICLE IV – ELECTION OF DIRECTORS

The Directors of the Corporation shall be elected as provided for in the Bylaws of the Corporation.

ARTICLE V – IMMUNITY FROM CIVIL LIABILITY

Each officer and director of the Corporation shall not be personally liable for monetary damages to any person for any statement, vote, decision or failure to take action, regarding organizational management of policy, by an officer or director as provided in Section 617.0834, Florida Statutes, as currently in effect or as may hereafter be amended.

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IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation
have been executed by a duly authorized officer of the Corporation on this 9th day of
April, 2015.

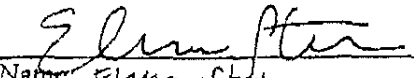
By: *Rev. Allison Farnum*
Name: Rev. Allison Farnum
Title: Secretary, Treasurer

Registered Agent Acceptance of Appointment

I hereby accept the appointment as registered agent of the Corporation and agree to act in such capacity.

I further agree to comply with the provisions of all statutes relative to the proper and complete performance of the duties of a registered agent in the state of Florida, and I am familiar with and accept the obligation of my position as registered agent.

Signature of Registered Agent:


Name: Elena Stein
Title: Co-Director

April 9, 2015
Date: