

**The Interfaith Nutrition Network
Board of Directors Meeting Minutes
November 18, 2016**

Board of Directors Attendees

Peter Curry
Ronnie Dragoon
Rob Kammerer
Walter Reese
Lisa Arning
Chris Becker
Fran Gutleber
Thomas Scaturro
Maureen Nappi
Joe Mancino
Kathie Eagan
Mike Monahan

Directors on the Phone

Vince Vitiello
Felicia Tucker
Colleen O'Neill
Harry DiSimone
Rich Humann
Jason Kurland
Phil Andrews
Claudio Del Vecchio
Doug O'Neill
Staff
Jean Kelly
Joanne Robinson
Jean Gribbins (on the phone)
Dialed in at 8:25 am

Attorney

David Goldstein (on the phone)

Meeting was called to order at 8:09 am at Ernst & Young offices in Jericho.

Opening Reflection by Maureen Nappi

Minutes from September 2016 meeting approved

Finance Committee-

Mike Monahan reported that our cash balance is stable for now. Accrued legal fees still showing at \$100,000 but will decrease to \$50,000 next cycle. Joe Mancino asked how we are attempting to collect outstanding donations totaling \$30,000 for the INNkeepers' Ball. Rob

Kammerer responded that the funds are mostly Sponsor a Meal donations that may be collected when the meals are scheduled. Mike reported that the event at Ben's was a great success and that the Golf Outing came in over budget. The Luncheon does not reflect all the revenue at this point but will by our next meeting. Jean Kelly mentioned that the Luncheon had a successful crowdfunding campaign and that Phil McAndrews has offered to reach out to his contacts and let them know about the ability to donate on-line. The crowdfunding campaign will remain open for donations to the Luncheon until Thanksgiving. Champions for Charity is coming up as is Toys for Tots so we will be looking for donations from both events. Maureen Nappi pointed out that the line total for In Honor Of / In Memory Of is incorrect. Jean Kelly acknowledged that it is a recording issue and will be resolved. Jean Kelly also reported that we have used Board restricted funds from the prior sales of LTH properties for operating expenses and are working to put all of the funds back in the restricted funding line.

Mike Monahan reported that overall we are close to where we thought we would be at this point in the year.

Soup Kitchen Separation- Peter Curry

The Port Jefferson, Sayville and Greenport Soup Kitchens feel that they are in a position to run independently. They are happy to maintain the relationship with The INN but will have their own 501C3. These three kitchens already took funds from The INN to cover the cost of their separation. Greenport serves 8-10 people per week so it is really Sayville and Port Jefferson that are larger and able to stand alone. Greenport will be getting their 501C3 with the assistance of the church they serve in. Glen Cove is probably the next largest program. They are financially stable and are still willing to remain part of The INN.

Harry DeSimone asked if we are concerned that 30%-50% of our affiliated soup kitchens are separating from us. Jean Kelly said no, because most people did not realize they were part of The INN network in the first place. We have had this risk for years and I am not concerned about the separation. We had 14 soup kitchens, now we are down to 11 and we will probably end up going down to 6-7. Jean also noted that we

are in the process of trademarking our logo. We have a lawyer working on it pro-bono.

Discussion about Soup Kitchen Separation Resolution- David Goldstein (Attorney)

He reported that the key conditions are that the separated soup kitchens

- Remain Non-profit
- Agree to use the donations they receive from The INN to feed the hungry

In response to questions from the Board, David said that if the affiliated soup kitchens agree to our conditions The INN can continue to fund these kitchens until they get their 501(c)3 if we decide to do so. Until they establish their own 501(c)3 they will operate under ours.

Peter Curry reported that Port Jefferson and Sayville took \$30,000 from their allocated funds to establish their 501(c)3 status. They have been advised in writing by an attorney that these funds must be returned to The INN. Until the conditions are met they will not be able to withdraw funds for expenses. Jean Gribbins added that whichever kitchens we are left with will have to sign the new agreement with our new conditions.

Vote- Resolution to approve Separation Agreement Exhibit A (attached)
To be used as a template for separation of affiliated soup kitchens
Second-Lisa Arning
Approved unanimously

Vote- on Resolution to approve Separation of Port Jefferson (Kitchen #1) and Sayville (Kitchen #2) (Attached)
Second- Walter Reese
Approved unanimously

Vote- Bylaw Amendment (Executive Committee) (Attached)
Second- Harry DeSimone
Approved unanimously

Vote- Ratification of Executive Committee (Attached)
Second- Vince Vitiello

Approved unanimously

Vote- Election of Directors Resolution (Attached)

Second- Ronnie Dragoon

Approved unanimously

Vote- Ratification of Board Class Resolution (Attached)

Second- Lisa Arning

Approved unanimously

Vote- Resolution Relating to All the Forgoing Resolutions (Attached)

Harry DeSimone- motion to approve the resolution with the following addition. ***“Any amendment to the agreement must be approved by the Executive Committee”***

Second- Mike Monahan

Approved unanimously

Lisa Arning requested that in the future our attorneys or accountants be present when discussing matters such as this that require multiple resolutions, discussions and questions from the Board of Directors.

Long Term Housing- Peter Curry and Jean Kelly

New Ground has been made aware of the reduction in fees outlined in our contract. They appreciate that it is a difficult decision for The INN to make.

Maureen Nappi asked why we don't now apply for Homeless Housing Assistance Payments (**HHAP**) Funds since we have sold our properties in areas that don't have appropriate schools or locations. The INN may be eligible now that we have decided to reduce our properties and bring our program in-house. Our expectation is that the program will now be more successful.

Jean Kelly reported that New Ground has applied to purchase several homes through the federal HHAP program. Maureen Nappi expressed her concern that the board was not aware that the HHAP program had been reinstated and requested that the board be informed as to the

parameters of the new program. Harry DiSimone commented that our experience in LTH has not been successful but would still like to know how the new program works. Jean Kelly responded that it now requires a 25 year commitment and that the program pays for the cost of the home plus a percentage of funds placed in escrow for major repairs. Joe Mancino asked about the success rate for families 5 years after program discharge and asked whether there is concern about our relationship with New Ground and common donors. Jean Kelly reported that she has seen some of the major joint donors and they are comfortable, also that New Ground has reported that this could not be happening at a better time given new program developments that have occurred for their agency.

Development Committee Report: Vince Vitiello, Rob Kammerer

Vince Vitiello made mention that placing this topic towards the end of the meeting is not ideal since fundraising is the most important topic and we typically don't have time to have a valuable discussion.

Vince reported that the Development Strategic Plan was created to put in place a strategy, new areas of development and to institute a more business-like approach to fundraising.

Rob Kammerer distributed a revenue summary from 2014 – 2016 by type of revenue. He reported that some areas, such as grants, are increasing nicely. New areas of support are also in process. There are several new digital fundraising/crowd-funding events in progress. Dec. 6th will be the Toys for Tots event which will be held this year at the Mary Brennan INN which has extensive capacity. Vicky Ferrara reported that the site will be decorated and that there will be a cocktail hour with hors d'oeuvres, music and valet parking. Tom Scaturro asked that Board members invite their contacts. There was also a request to invite News 12 to cover the event. Lisa Arning was asked to re-send the invite to board members.

It was recently reported in the news that although homelessness is down nationwide, Long Island is the 3rd worst area in the country based on the statistics, also the only one in the top 3 with severe winter weather. Maureen Nappi displayed a mailing from PSEG which

contained a flyer seeking support for Island Harvest and asked whether The INN could participate in this or similar programs.

Center for Transformative Change- Joanne Robinson

The Center for Transformative Change is now offering appointments 3 times a week. Joanne reported that the site is seeing over 160 visits per month and continues to attract new guests. The computer room, the clothing boutique and the workshops are all experiencing great success. Our greatest challenge has been trying to assist those who are either ineligible for public assistance or who are “non-compliant” mainly due to mental issues.

Closing Reflection- Ronnie Dragoon

Ronnie announced his resignation, effective immediately. He reported that he joined the board in 1997. He provided a letter given to Jean Kelly.

The meeting adjourned at 9:55 a.m.

**PROPOSED RESOLUTIONS
OF THE
BOARD OF DIRECTORS
OF
THE INTERFAITH NUTRITION NETWORK, INC.
November 18, 2016**

Bylaw Amendment (Executive Committee):

RESOLVED, that the Board of Directors (the “Board of Directors” or the “Board”) of The Interfaith Nutrition Network, Inc. (“The INN”) hereby approves the following amendment of the Bylaws of The INN (the “Bylaws”), and that the Bylaws be, and they hereby are, so amended, effective immediately:

The current text of Article V, Section 2(a) of the Bylaws is deleted in its entirety, and replaced with the following text, such that Article V, Section 2(a) of the Bylaws reads in its entirety as follows:

Section 2. Certain Board Committees.

- (a) Executive Committee. The Executive Committee (if any) shall consist of the President, who shall also serve as chairperson of the Executive Committee, and each of the other Section 1(a) Officers; provided, however, that in no event will the Executive Committee consist of less than three (3) Directors. The Executive Committee shall have all the authority of the Board except as to matters (i)-(vi) set forth in the foregoing paragraph.

Ratification of Executive Committee:

RESOLVED, that the Board of The INN hereby confirms, approves and ratifies the establishment of the Executive Committee, comprised of the following officers:

the President;

the First Vice President;

the Second Vice President;

the Secretary; and

the Treasurer.

Form of Separation Agreement:

RESOLVED, that the Board of The INN hereby approves and authorizes that certain Separation Agreement, in or substantially in the form attached hereto as Exhibit A (the "Separation Agreement"), to be utilized as a template in situations where a soup kitchen is separating from The INN's network of soup kitchens.

Separation of Soup Kitchen #1 From Network:

RESOLVED, that the Board of The INN hereby approves and authorizes: (i) the separation of the soup kitchen located in the town of Greater Port Jefferson (the "Separating Soup Kitchen") from The INN's network of soup kitchens on the terms and conditions set forth in this resolution; (ii) the negotiation, execution and delivery of a Separation Agreement, in or substantially in the form attached hereto as Exhibit A, between The INN and the Separating Soup Kitchen; and (iii) the granting by The INN to the Separating Soup Kitchen of the Soup Kitchen Fund (as defined in such Separation Agreement), which Soup Kitchen Fund was in the amount of \$9,959.00 in checking account as of 9/30/16 and \$86,630.32 in Certificates of Deposit as of 6/30/16, but only upon the execution and delivery by both parties of such Separation Agreement (and subject to the terms and conditions set forth therein), together with the satisfaction of all of the conditions precedent with respect to such grant set forth in such Separation Agreement.

Separation of Soup Kitchen #2 From Network:

RESOLVED, that the Board of The INN hereby approves and authorizes: (i) the separation of the soup kitchen located in the town of Sayville (the "Separating Soup Kitchen") from The INN's network of soup kitchens on the terms and conditions set forth in this resolution; (ii) the negotiation, execution and delivery of a Separation Agreement, in or substantially in the form attached hereto as Exhibit A, between The INN and the Separating Soup Kitchen; and (iii) the granting by The INN to the Separating Soup Kitchen of the Soup Kitchen Fund (as defined in such Separation Agreement), which Soup Kitchen Fund was in the amount of \$ 11,236.67 as of 9/30/16, but only upon the execution and delivery by both parties of such Separation Agreement (and subject to the terms and conditions set forth therein), together with the satisfaction of all of the conditions precedent with respect to such grant set forth in such Separation Agreement.

Election of Directors:

RESOLVED, that each of the following individuals (having been nominated for election by the Nominating Committee pursuant to the Bylaws of The INN), be, and each such individual hereby is, elected a director (each, an "Elected Director") of The INN to fill one of the seven (7) vacancies created by the expiration of the term of the class of directors whose term expires at the 2016 annual meeting of the Board of The INN, each such Elected Director to serve in the class of directors whose term expires at the 2019 annual meeting of

the Board of The INN, and until their respective successor is elected or appointed and qualified, or until their earlier death, resignation or removal from office:

1. Dev Ratnam
2. Vicki Ferrara
3. Jason Kurland
4. Vince Vitiello
5. Walter Reese
6. Richard Humann
7. Thomas Scaturro

Ratification of Board Classes:

RESOLVED, that the Board of The INN hereby confirms, approves and ratifies the composition of the three classes of the Board of Directors that are elected at large pursuant to the Bylaws of The INN, as set forth on Exhibit B attached hereto.

Resolution Relating to All of the Foregoing Resolutions:

RESOLVED, that the proper officers of The INN be, and each of them acting alone (each an "Authorized Officer") hereby is, authorized, empowered and directed to take all such actions and to execute and deliver all such agreements, certificates, instruments and documents (collectively, "Documents"), including, but not limited to, amendment of the form of Separation Agreement attached hereto as Exhibit A and negotiation, execution and delivery of the various Separation Agreements between The INN and the Separating Soup Kitchens referenced above, in the name and on behalf of The INN and under its corporate seal or otherwise, to make any and all such filings with and applications to governmental agencies and authorities in the name and on behalf of The INN and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in the judgment of any Authorized Officer shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions, and that the execution and delivery of any such Documents or the doing of any act or thing in connection herewith by the Authorized Officer will be conclusive evidence as to the appropriateness thereof and of the authority of the Authorized Officer who executed the same to so execute and deliver any such Documents (including, but not limited to, the various Separation Agreements between The INN and the Separating Soup Kitchens referenced above) and to take any such actions (including, but not limited to, amendment of the form of Separation Agreement attached hereto as Exhibit A.)

Exhibit A

Form of Separation Agreement

[follows this page]

Exhibit B

Classification of Directors as of November 18, 2016

Class of Directors Whose Term Expires at the First Annual Meeting of the Board After November 18, 2016:

1. Christopher Becker
2. Fran Gutleber
3. Lisa Arning
4. Michael Monahan
5. Peter Curry
6. Sal Ferro
7. Colleen O'Neill
8. Felicia Tucker

Class of Directors Whose Term Expires at the Second Annual Meeting of the Board After November 18, 2016:

1. Jane Schwartz
2. Kathleen Eagan
3. Douglas O'Neill
4. Claudio Del Vecchio
5. Robert Kammerer
6. Ralph Pascucci
7. Ronald Dragoon
8. Phillip Andrews

Class of Directors Whose Term Expires at the Third Annual Meeting of the Board After November 18, 2016:

1. Dev Ratnam
2. Vicki Ferrara
3. Jason Kurland
4. Vince Vitiello
5. Walter Reese
6. Richard Humann
7. Thomas Scaturro

[continued on next page]

Past Presidents/Chairpersons Who Satisfy the Qualification Condition:

Patricia O'Connor

Joseph Mancino

Daniel Miele

Maureen Nappi

Harry DiSimone

SEPARATION AGREEMENT

SEPARATION AGREEMENT dated this ___ day of November, 2016 (the “Agreement”), by and between **THE INTERFAITH NUTRITION NETWORK, INC.**, a New York not-for-profit corporation with a principal place of business located at 211 Fulton Avenue, Hempstead, New York 11550 (“The INN”) and [*insert name of separating soup kitchen*], a New York not-for-profit corporation with a principal place of business located at _____ (the “Separating Soup Kitchen”).

WHEREAS, the Separating Soup Kitchen is a member of The INN’s network of soup kitchens (the “INN’s Network”).

WHEREAS, the Separating Soup Kitchen desires to separate from the INN’s Network and from The INN, and from any membership or participation in or affiliation with the INN’s Network and any affiliation with The INN, such that Separating Soup Kitchen will be completely independent from The INN (collectively, the “Separation”).

WHEREAS, at the request of the Separating Soup Kitchen, The INN is willing to act to facilitate the Separation on the terms and conditions set forth in, and pursuant to the provisions of, this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Effective November __, 2016 (the “Effective Date”), the Separating Soup Kitchen and The INN agree to separate, such that Separating Soup Kitchen will be completely independent from The INN, and will no longer be a member of or participant in, or affiliated with the INN’s Network, and will no longer be affiliated with The INN.

2. As part of the Separation, the Separating Soup Kitchen covenants and agrees that on and after the Effective Date, the Separating Soup Kitchen shall not (i) solicit contributions, donations or any form of support or assistance in the name of The INN; or (ii) utilize “The INN,” “The Interfaith Nutrition Network”, any part, portion, component or variation of such names, or any other intellectual property of The INN for any purposes or in any manner whatsoever, it being expressly acknowledged by the Separating Soup Kitchen that “The INN,” “The Interfaith Nutrition Network”, all parts, portions, components and variations of such names, and any other intellectual property of The INN has at all times been, and shall at all times remain, the exclusive property of The INN, and any use of any such intellectual property of The INN by the Separating Soup Kitchen shall cease on the Effective Date. For purposes hereof, “intellectual property” shall include corporate names, trade names, domain names, service marks, trademarks, logotypes, slogans, symbols and other indicia of source, whether registered or not. The Separating Soup Kitchen further covenants and agrees that on and after the Effective Date, the Separating Soup Kitchen will not utilize The INN’s employer identification number for any reason or purpose, or in any manner.

3. Other than with respect to the Soup Kitchen Fund (as hereinafter defined), as set forth in Section 8 hereof and subject to the conditions set forth in this Agreement, on and after the Effective Date, any and all support and assistance of every form, kind or nature by or from The INN for or to the Separating Soup Kitchen (including the ____ Soup Kitchen, as hereinafter defined) shall cease, including with respect to insurance coverage; administrative services, support and assistance; financial support and assistance; marketing and fundraising support and assistance; support and assistance with respect to staffing, volunteers, operations and management; support and assistance with respect to legal and accounting requirements and functions; support and assistance with respect to in kind donations; support and assistance with respect to relationships, interactions and transactions with Supporters And Prospects (as hereinafter defined) and/or partners; support and assistance with respect to relationships, interactions and transactions with governments and government agencies and units; and every other form of support and assistance. The Separating Soup Kitchen acknowledges and agrees that on and after the Effective Date, the Separating Soup Kitchen will not have the benefit of any grants applied for and/or received by The INN.

4. The Separating Soup Kitchen acknowledges, covenants and agrees that it intends to incorporate and operate as an independent New York not-for-profit corporation (“Nonprofit Incorporation”) and to receive a determination of tax exempt status from the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code (“501(c)(3) Status”). The Separating Soup Kitchen further acknowledges, covenants and agrees that its tax exempt not-for-profit corporate purposes and its corporate activities will not be inconsistent with The INN’s tax exempt not-for-profit corporate purposes, as the same are set forth in Exhibit A annexed hereto and made a part hereof (“Matching Corporate Purposes And Activities”).

5. The parties acknowledge and agree that on and after the Effective Date, The INN shall no longer operate or be associated or affiliated with the Separating Soup Kitchen or the soup kitchen located in the town of ____ that has been, is being, and will continue to be operated by the Separating Soup Kitchen (the “____ Soup Kitchen”) (or any fundraising or other activities conducted in connection with the Separating Soup Kitchen or the ____ Soup Kitchen) and that The INN shall have no responsibility or liability whatsoever with respect thereto. On and after the Effective Date, the Separating Soup Kitchen shall be responsible and liable, to the exclusion of The INN, for all operations and activities carried out by or on behalf of, or connected in any way with, the ____ Soup Kitchen, and the Separating Soup Kitchen agrees to indemnify, defend and hold The INN, its directors, officers, employees, volunteers, affiliates and agents harmless from any and all claims, actions, causes of action, losses, damages, costs and expenses (including attorneys’ fees) arising out of, or resulting in any manner from or connected in any way in whole or in part with, (i) the ____ Soup Kitchen and/or the activities of the Separating Soup Kitchen on and after the Effective Date; and (ii) the failure of the Separating Soup Kitchen to comply with the terms and conditions of, and/or its obligations under, this Agreement.

6. So long as it operates the _____ Soup Kitchen or engages in any fundraising or other activities in connection therewith, the Separating Soup Kitchen covenants and agrees (i) that it shall provide and keep in full force and effect, at its own cost and expense, the following insurance policies for the joint benefit of the Separating Soup Kitchen and The INN; (ii) that The INN shall be named an insured under and in respect of such insurance policies; and (iii) that evidence of the effectiveness of such policies and copies thereof shall be provided to The INN: (x) Comprehensive Automobile Liability insurance covering owned, leased, hired, and non-owned vehicles with a combined single limit of at least [insert] Million Dollars (\$[insert],000,000.00) at any time that any motor vehicle is utilized by the Separating Soup Kitchen or in connection with the operation of the _____ Soup Kitchen; and (b) Comprehensive General Liability insurance, including personal injury, in the amount of [insert] million dollars \$[insert],000,000.00) combined single limit each occurrence, and [insert] million dollars (\$[insert],000,000.00) general aggregate limit. Such insurance policies shall be primary and non-contributing with respect to any other insurance maintained by or available to The INN, but only with respect to the liabilities attributable to the Separating Soup Kitchen and/or the _____ Soup Kitchen. In addition to the foregoing, the Separating Soup Kitchen covenants and agrees to provide and keep in full force and effect appropriate workers' compensation insurance for its employees, and to provide evidence of the effectiveness of such workers' compensation insurance and copies thereof to The INN.

7. The parties acknowledge and agree that funds in the amount of \$_____ held by The INN at _____ bank, in account number _____ (the "Soup Kitchen Fund"), have been raised for the express purpose of being utilized to fund and operate the _____ Soup Kitchen consistent with The INN's tax exempt not-for-profit corporate purposes, as the same are set forth in Exhibit A annexed hereto and made a part hereof. The INN agrees that upon its receipt of evidence satisfactory to The INN of each of the following conditions being satisfied, The INN will grant the full amount of the Soup Kitchen Fund to the Separating Soup Kitchen, subject in all respects to the covenant and agreement by the Separating Soup Kitchen, by its execution of this Agreement, that the use of such Soup Kitchen Fund and any and all proceeds of such Soup Kitchen Fund will comply fully with the Use of Funds Condition (as hereinafter defined) and further subject in all respects to the Separating Soup Kitchen's compliance with the terms and conditions of, and its obligations under, this Agreement: (i) the Nonprofit Incorporation; (ii) 501(c)(3) Status; and (iii) Matching Corporate Purposes And Activities. For purposes of this Agreement, the "Use of Funds Condition" shall mean that by its execution of this Agreement, the Separating Soup Kitchen covenants and agrees to use the Soup Kitchen Fund and any and all proceeds of such Soup Kitchen Fund exclusively for the purpose of operating the _____ Soup Kitchen, and further covenants and agrees that such use of the Soup Kitchen Fund shall (x) fall within The INN's corporate purposes, as set forth in Exhibit A annexed hereto and made a part hereof; and (y) comply in all respects with the provisions of Section 8 hereof.

8. The Separating Soup Kitchen covenants and agrees that no part of the funds or property transferred to the Separating Soup Kitchen by The INN, including the Soup Kitchen Fund (collectively, the "Transferred Assets"), shall be used for purposes other than to operate the _____ Soup Kitchen in accordance with the charitable, educational, scientific, or literary purposes described in Section 170(c)(2)(B) of the Internal Revenue Code (the

“Code”) and consistent with the Use of Funds Condition. The Separating Soup Kitchen further covenants and agrees that all of the Separating Soup Kitchen’s actions with respect to the Transferred Assets shall be consistent with the laws and regulations to which the Separating Soup Kitchen and/or The INN are subject, including (a) the laws and regulations governing public charities exempt from taxation pursuant to Section 501(c)(3) of the Code; and (b) any other applicable federal, state or local laws or regulations.

9. It is acknowledged and agreed that at all times each party shall have unfettered (i) access to, and (ii) freedom to utilize in any manner at its sole discretion, any and all information in its own database or otherwise in its possession, including information with respect to donors, supporters and/or prospects, and also information with respect to prospective donors, supporters and/or prospects (all of the foregoing, collectively, “Supporters And Prospects”), whether or not such information is also in the database of, or otherwise in the possession of, the other party. It is further acknowledged and agreed that, in addition to the foregoing provisions of this section, to the extent that information with respect to Supporters And Prospects is identified independently by either party, such identifying party shall have the right to unfettered use of such information whether or not such information is already in the database of, or otherwise in the possession of, the other party.

10. Separating Soup Kitchen agrees that it shall not, directly or indirectly, make any statement, written or oral (or induce or encourage others to do so), to any Business Associate (as hereinafter defined), or to any Other Party (as hereinafter defined) or otherwise in general to the public or business community, or take any action, directly or indirectly (or induce or encourage others to do so), that disparages or is likely to diminish or adversely affect The INN or any past, present or then current officer, director, employee, consultant, agent or independent contractor of The INN, or the successors or assigns of any of the foregoing, or which is likely to diminish or adversely affect the goodwill, business relationships, business or reputation of any of the foregoing; provided, however, that no provision of this Agreement shall prevent Separating Soup Kitchen from disclosing any information to its attorneys or accountants, or in response to a lawful subpoena or court order requiring disclosure of information, or as otherwise required by law, or to its officers and directors. For purposes of this Agreement, (i) “Business Associate” shall mean any director, officer, member, manager, employee, customer, client, account, Supporter And Prospect, agent, representative or supplier of, or consultant or independent contractor to, Separating Soup Kitchen or The INN, or others with whom Separating Soup Kitchen or The INN has a business relationship or a prospective business relationship; (ii) “Other Party” shall mean any individual, person or entity other than a Business Associate; and (iii) a “statement” or “action” that “disparages” The INN shall include (among other things) a comment, statement or the like (in any medium, including oral, written and electronic, and including images) to the press, to any Other Party, on social media (including websites, blogs, internet postings, emails, and social media sites such as Facebook, Instagram and Twitter) or otherwise.

11. In the event of the breach or a threatened breach by Separating Soup Kitchen of any of the obligations of Separating Soup Kitchen under this Agreement, The INN, in addition to

other rights and remedies existing in its favor, shall be entitled to injunctive relief and may apply to any court for specific performance, temporary, preliminary, and/or permanent injunctive relief, or other relief in order to enforce the obligations of Separating Soup Kitchen or prevent any violations of the obligations of Separating Soup Kitchen.

12. This Agreement and/or the benefits provided hereunder shall not be assigned without the consent of each of The INN and the Separating Soup Kitchen. Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between The INN and the Separating Soup Kitchen. Neither The INN nor the Separating Soup Kitchen shall have the authority to act for or bind the other.

13. Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered by hand or when received by the intended recipient thereof if sent by certified return receipt mail (via the United States Postal Service) or overnight receipted courier (i.e. Federal Express) as follows:

If to The INN: 211 Fulton Avenue
Hempstead, New York 11550
Attention: Jean Kelly, Executive Director

With a copy to: Certilman Balin Adler & Hyman, LLP
90 Merrick Avenue
East Meadow, New York 11554
Attention: David Goldstein, Esq.

If to the Separating Soup Kitchen : [insert address]

With a copy to: [insert address]

or at such other address as any party shall designate by notice to the other party given in accordance with this Section 13.

14. The parties agree that this Agreement is made and entered into in Nassau County, New York and shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to its conflict of laws principles. The parties hereto do hereby consent and submit to the venue and jurisdiction of the state courts sitting in the State of New York, County of Nassau as the sole and exclusive forum for the enforcement of this Agreement, and that any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement shall be brought in such state courts, which courts shall be the exclusive courts for jurisdiction and venue.

15. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable, such invalidity

or unenforceability shall attach only to such provision and not in any way affect or render invalid or unenforceable any other provisions of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, or part thereof, had been reformed, and any court of competent jurisdiction is authorized to so reform such invalid or unenforceable provision, or part thereof, so that it would be valid, legal and enforceable to the fullest extent permitted by applicable law.

16. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties, covenants, agreements or commitments except as set forth herein. This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, of the parties hereto relating to the transactions contemplated by this Agreement. This Agreement may be amended only by a writing executed by the parties hereto. This Agreement may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (“pdf”) or other electronic means shall be deemed to be their original signatures for all legal and other purposes.

17. Each party hereto has been informed of its rights to consult with an attorney prior to the negotiation, drafting and signing of this Agreement and has either done so or has considered the matter and decided not to. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto.

18. Each of the rights and remedies enumerated in this Agreement shall be independent of the others, and shall be severally enforceable, and all of such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the parties under law or in equity. In the event any action or claim is asserted by any party to this Agreement for breach of any provision hereof, the party prevailing in said action or claim shall be entitled to recover from the other party his or its reasonable counsel fees and disbursements.

19. All definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. As used in this Agreement, the words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation”. As used in this Agreement, the terms “herein,” “hereof,” and “hereunder” shall refer to this Agreement in its entirety. Where something is defined in the singular, the plural of the defined term shall be taken to mean two (2) or more of those things which are within the definition; and where something is defined in the plural or collectively, the singular of the defined term shall be taken to mean any one (1) of those things which fall within the definition.

20. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THE RIGHT MAY BE WAIVED. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND WITHOUT COERCION, WAIVES ALL RIGHTS TO TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NO PARTY HERETO SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS THE PARTY CLAIMING THAT THIS WAIVER HAS BEEN RELINQUISHED HAS A WRITTEN INSTRUMENT SIGNED BY THE OTHER PARTY STATING THAT THIS WAIVER HAS BEEN GIVEN UP. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

{Rest of Page Intentionally Left Blank; Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement as of the day and year first above written.

THE INTERFAITH NUTRITION NETWORK, INC.

By: _____

Name (Print): _____

Title: _____

Date: _____

SEPARATING SOUP KITCHEN:

[insert name of separating soup kitchen]

By: _____

Name (Print): _____

Title: _____

Date: _____

Tax ID Number: _____

Exhibit A

The INN's Corporate Purposes

The purposes for which the corporation is formed are to provide aid and assistance to, and to alleviate the struggles and meet the needs of, hungry and/or homeless individuals and families on Long Island, including by:

- (a) providing food and other necessary items, shelter, long-term housing and supportive services and programs;
- (b) operating on-site feeding centers for all in need;
- (c) providing and/or operating emergency shelters, including to operate a shelter for adults, as defined in Section 2 of the New York Social Services Law, as amended from time to time, for the purpose of providing temporary residential care, room, board, supervision, information and referral, and where required by the New York State Office of Temporary and Disability Assistance or otherwise deemed necessary, social rehabilitation services for adults in need of temporary accommodations, supervision and services; provided, however, that the corporation shall not establish or operate such shelter for adults without the prior written approval of the New York State Office of Temporary and Disability Assistance;
- (d) providing housing and/or supportive services and programs to homeless veterans (including homeless veterans who have completed substance-abuse rehabilitation programs);
- (e) providing other forms of aid (including direct financial aid), assistance and services, including social work services provided directly through the corporation's employees appropriately licensed to provide such services and/or indirectly by contract with individuals and/or professional entities duly licensed, registered, or authorized to provide such services (which services may include such services as:
 - (i) assessment (including acquiring an understanding of a problem, what causes it, and what can be done to minimize or resolve it, which may include developing a service plan for recommended placement into an appropriate treatment program);
 - (ii) case management (including promoting collaboration among service providers from multiple agencies and ensuring that individuals have access to services that support their needs and the development of self-care skills);

- (iii) advocacy (including representing the needs of the guest to access: entitlements; services; and programs designed to alleviate homelessness, unemployment and hunger; all designed to increase self-sufficiency and navigate systems);
 - (iv) crisis prevention and intervention (including: information; referrals for counseling and other assistance; referrals for vocational training and job placement; and incorporating assessments into the development and implementation of intervention plans to embrace client capacity to address problems and needs that support an increase in productive functioning within their families, peer group, and communities);
 - (v) didactic instruction in specific areas (including groups focusing on information in areas such as stress management, skill development, and alcohol and other drugs); and
 - (vi) other supportive services (including: referrals to counseling; case management; life skills training; tenancy and home management; referrals to educational tutoring for children and parents; and referrals to vocational training));
- (f) advocating for those who are hungry and/or homeless, including by increasing public awareness of, and interest and activism with respect to, their struggles and needs;
- (g) creating and implementing programs and projects to alleviate the struggles and meet the needs of those who are hungry and/or homeless;
- (h) providing financial, technical and other forms of assistance to programs and projects committed to increasing public awareness of, and interest and activism with respect to, the struggles and needs of those who are hungry and/or homeless, and engaging in research where required to assist the creation and implementation of such programs and projects;
- (i) increasing public participation in, and activism with respect to, the struggle against hunger and/or homelessness;
- (j) rendering financial assistance to any corporation, community chest, fund, foundation, agency, institution or other entity which is organized and operated exclusively for, and devoted to the realization of, charitable, scientific, religious, or educational purposes, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended, as the corporation's Board of Directors may, in its sole discretion, from time to time deem to be in furtherance of the foregoing purposes;

- (k) engaging in such charitable activities as shall from time to time be found appropriate in connection with the foregoing purposes and as are lawful for not-for-profit corporations;
- (l) encouraging voluntary efforts among, soliciting support from, and cooperating, partnering and working collaboratively with, individuals, institutions, organizations and business entities in support of, and promoting the use of public and private funds in support of, the foregoing purposes;
- (m) seeking, receiving and disbursing charitable donations, government funding and/or other grants or contracts in furtherance of the foregoing purposes;
- (n) conducting any and all lawful activities which may be useful in furtherance of the foregoing purposes; and
- (o) doing any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under Article 5 of the NPCL.

In furtherance of the foregoing purposes, the corporation shall have all the general powers enumerated in Section 202 of the NPCL and such other powers as are now or hereafter permitted by law for a corporation organized for the foregoing purposes, including, without limitation, the power to (i) solicit grants and contributions for any corporate purpose or purposes; (ii) maintain a fund or funds of real and/or personal property in furtherance of any corporate purpose or purposes; (iii) organize one or more partially- or wholly-owned organizations or institutions in furtherance of any corporate purpose or purposes; (iv) cooperate with other organizations in furtherance of any corporate purpose or purposes; and (v) conduct or engage in any other lawful activities, including those which are not otherwise stated in this Certificate of Incorporation, that may be incidental or conducive to, or necessary, useful, or desirable for, the furtherance of any corporate purpose or purposes.

The corporation shall not, directly or indirectly, engage in or include among its purposes any of the activities mentioned in subparagraphs (a)-(v) of Section 404 of the NPCL without first obtaining the approvals or consents required in such subsections. Nothing herein shall authorize the corporation to do any act, establish or maintain any institution, or directly or indirectly, to engage in any of the activities mentioned in Section 404(b)(1) of the NPCL or Section 460-a of the New York Social Services Law. Nothing herein shall be construed as authoring the corporation to own, operate or maintain programs or provide services and engage in activities for the mentally ill that require approval by the New York State Office of Mental Health as enumerated in Article 31 of the Mental Hygiene Law. Except as set forth herein, nothing herein shall authorize the corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(q) of the NPCL. Nothing herein shall authorize the corporation to establish or operate a substance abuse, substance dependence, alcohol abuse, alcoholism, or chemical

abuse or dependence program as defined in Article 32 of the Mental Hygiene Law. Nothing herein shall authorize the corporation to operate, maintain or manage a charter school, a nursery school, a kindergarten, an elementary school, a secondary school, a college or university, or to advertise or offer credit-bearing courses or degrees in New York State. Nothing herein shall authorize the corporation to operate or maintain a library, museum, archive or historical society or to own or hold collections. Except as authorized by Title VIII of the Education Law or other applicable statute, nothing herein shall authorize the corporation to engage in the practice of any profession in New York, engage in the training of any profession in New York or to use a professional title or term of any profession in New York in violation of Title VIII.