

**AGREEMENT AND PLAN OF MERGER
MERCING**

CITY SOUTH CLUSTER MINISTRIES,
a Minnesota nonprofit corporation

INTO

RESOURCE CENTER OF THE AMERICAS,
a Minnesota nonprofit corporation

The undersigned corporations hereby adopt this Agreement and Plan of Merger as of the ____ day of _____, 2011, pursuant to the provisions of Chapter 317A, Minnesota Statutes.

1. **Constituent Corporations.** The names of the corporations that are parties to this Agreement and Plan of Merger are:

(a) **City South Cluster Ministries**, a Minnesota nonprofit corporation (“**CSCM**”), which also conducts operations under the name “**La Conexión**”; and

(b) **Resource Center of The Americas**, a Minnesota nonprofit corporation (“**RCTA**”).

2. **Merger; Surviving Corporation.** CSCM shall merge into RCTA (the “**Merger**”), and RCTA shall be the surviving corporation (the “**Surviving Corporation**”).

3. **Members.** The members of RCTA shall continue to be members of the Surviving Corporation. CSCM does not have members.

4. **Articles of Incorporation; Bylaws.**

(a) *Articles of Incorporation.* As of the effective date of the Merger, the Articles of Incorporation of RCTA shall be amended and restated in their entirety and superseded by the Amended and Restated Articles of Incorporation set forth in *Appendix 1* hereto, and the Amended and Restated Articles of Incorporation set forth in *Appendix 1* hereto shall be the Articles of Incorporation of the Surviving Corporation after the Merger until the same may be further altered or amended in accordance with the provisions thereof.

(b) *Bylaws.* The Bylaws of RCTA as of the effective date of the Merger shall be the Bylaws of the Surviving Corporation after the Merger until the same may be further altered or amended in accordance with the provisions thereof.

5. **Directors; Officers.**

(a) *Directors.* The persons serving as directors of RCTA immediately before the effective date of the Merger and the persons serving as directors of CSCM immediately before the effective date of the Merger shall be the directors of the Surviving Corporation immediately after the effective date of the Merger.

(b) *Officers.* The persons serving as officers of RCTA immediately before the effective date of the Merger shall be the officers of the Surviving Corporation immediately after the effective date of the Merger. The term of office of the officers of CSCM shall terminate on the effective date of the Merger.

6. **Principal Office.** The principal office of the Surviving Corporation in Minnesota shall be located at 3019 Minnehaha Avenue South, Minneapolis, Minnesota 55406.

7. **Effect of Merger.** When the Merger becomes effective, the Merger shall have the effects set forth in Section 317A.641, Minnesota Statutes, including the following:

(a) CSCM and RCTA shall become a single corporation, and the separate existence of CSCM shall end;

(b) the Surviving Corporation shall possess all the rights, privileges, immunities, powers, authority, and franchises, public and private, and shall be subject to and liable for all the duties, debts, liabilities and obligations, of each of the constituent corporations;

(c) all real or personal property of every description, and every interest therein, and all debts, liabilities and obligations of or belonging to each of the constituent corporations shall be transferred to and vested in the Surviving Corporation without further act or deed, and the officers of CSCM and the Surviving Corporation are authorized to execute all deeds, assignments, and documents of every nature which may be required or are convenient to effectuate and implement a full and complete transfer of ownership of the aforesaid assets to and assumption of liabilities by the Surviving Corporation;

(d) any interest in real estate possessed by a constituent corporation shall not revert to the grantor, or otherwise, and shall not be impaired by the Merger; and the personal property of a constituent corporation shall not revert by reason of the Merger;

(e) any devise, bequest, gift, or grant contained in a will or other instrument, in trust or otherwise, made before or after the Merger becomes effective to or for either of the constituent corporations shall inure to the benefit of the Surviving Corporation;

(f) existing claims or a pending action or proceeding by or against either of the constituent corporations may be prosecuted to judgment as though the Merger had not taken place, or the Surviving Corporation may be substituted for the constituent corporation; and

(g) the rights of creditors of each constituent corporation and liens upon the property of either of the constituent corporations shall not be impaired by the Merger, but the liens shall be limited to the property affected by such liens immediately prior to the effective date of the Merger.

8. **Representations and Warranties of CSCM.** CSCM represents and warrants that the following statements are true and correct as of the date of this Agreement and Plan of Merger:

(a) *Organization; Authority.* CSCM is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Minnesota. It has received written notification from the Internal Revenue Service that it is exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3). It is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated or such business is now conducted. CSCM has full power and authority to undertake the Merger, and all corporate and other proceedings necessary to be taken by it in connection with the transactions provided for by this Agreement and Plan of Merger and necessary to make the same effective have been duly and validly taken. This Agreement and Plan of Merger has been duly and validly executed and delivered by CSCM and constitutes a valid and binding obligation of CSCM enforceable in accordance with its terms.

(b) *No Conflict.* The execution and delivery of this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby will not conflict with or result in the breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of CSCM or any agreement to which CSCM is a party.

(c) *No Breach, Etc.* The execution and delivery of this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby by CSCM will not violate any order, writ, injunction

or decree of any court, administrative agency or governmental body to which CSCM or its properties are subject.

(d) *Litigation.* There are no legal actions, arbitrations or other legal, administrative or similar proceedings or investigations pending or, to the knowledge of CSCM, threatened against CSCM or affecting CSCM, its business or assets. CSCM is not subject to any judgment, order, injunction or decree entered in a lawsuit or proceeding that would reasonably be expected to have a material adverse effect on CSCM, its business or assets.

9. **Representations and Warranties of RCTA.** RCTA represents and warrants that the following statements are true and correct as of the date of this Agreement and Plan of Merger:

(a) *Organization; Authority.* RCTA is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Minnesota. It has received written notification from the Internal Revenue Service that it is exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in 501(c)(3). It is entitled to own or lease its properties and to carry on its business as and in the places where such properties are now owned, leased or operated or such business is now conducted. RCTA has full power and authority to undertake the Merger, and all corporate and other proceedings necessary to be taken by it in connection with the transactions provided for by this Agreement and Plan of Merger and necessary to make the same effective have been duly and validly taken. This Agreement and Plan of Merger has been duly and validly executed and delivered by RCTA and constitutes a valid and binding obligation of RCTA enforceable in accordance with its terms.

(b) *No Conflict.* The execution and delivery of this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby will not conflict with or result in the breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of RCTA or any agreement to which RCTA is a party.

(c) *No Breach, Etc.* The execution and delivery of this Agreement and Plan of Merger and the consummation of the transactions contemplated hereby by RCTA will not violate any order, writ, injunction or decree of any court, administrative agency or governmental body to which RCTA or its properties are subject.

(d) *Litigation.* There are no legal actions, arbitrations or other legal, administrative or similar proceedings or investigations pending or, to the knowledge of RCTA, threatened against RCTA or affecting RCTA,

its business or assets. RCTA is not subject to any judgment, order, injunction or decree entered in a lawsuit or proceeding that would reasonably be expected to have a material adverse effect on RCTA, its business or assets.

10. **Effective Date.** The effective date of the Merger shall be the date on which Articles of Merger are filed with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be signed on its behalf by a duly authorized officer.

CITY SOUTH CLUSTER MINISTRIES

RESOURCE CENTER OF THE AMERICAS

By: _____
Name: _____
Title: _____
Date: _____, 2011.

By: _____
Name: _____
Title: _____
Date: _____, 2011.