

**ARTICLES OF INCORPORATION**  
**OF**  
**HAYFORK VALLEY COOPERATIVE INC.**

**Article 1.** The name of this Corporation is Hayfork Valley Cooperative Inc.

**Article 2.** This corporation is a cooperative corporation organized under the Cooperative Corporation Law. The purpose of this corporation (the "Corporation") is to engage in any lawful act or activity for which a corporation may be organized under such law.

**Article 3.** The name and street address in the state of California of this Corporation's initial agent for service of process is Christina Pierce, 6971 State Hwy 3 Hayfork, CA 96041.

**Article 4.** The Corporation's initial street address is 6971 State Hwy 3 Hayfork, CA 96041. The Corporation's initial mailing address is P.O. Box 1479, Hayfork, CA 96041.

**Article 5.** The voting rights of each member of the Corporation are equal, and each member is entitled to one vote. The proprietary interests of each member of the Corporation are unequal, and the rules by which the proprietary interests are determined shall be as prescribed in these Articles and in the bylaws of the Corporation.

**Article 6. Consumer Members.**

**Section 6.1 Memberships Authorized.** The Corporation shall have a class of consumer members, they shall be referred to as "Members," and their interests in the Corporation shall be referred to as "Membership." The Corporation is authorized to issue one million (1,000,000) Memberships.

**Section 6.2 Voting Power of Members.** Each Member shall have one vote on all matters to be voted on by the Members in accordance with applicable law, these Articles, and the Corporation's bylaws.

**Section 6.3 Restrictions on Transfer.** All Memberships shall be non-assessable and may not be transferred, voluntarily or involuntarily, by operation of law or otherwise, except for a transfer to the Corporation under the redemption provisions set forth in the Corporation's bylaws.

**Section 6.4 Patronage.** A portion of the Corporation's net earnings or losses shall be allocated to Members on the basis of each member's patronage of the Corporation on an annual basis.

**Section 6.5 Distribution Preference.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or (as defined in Article 6.6), after payment of all amounts required to be paid to the holders of Supporting Shares,

then current Members shall be entitled to receive all remaining assets available for distribution to the Corporation's equity holders on the basis of each such Member's total patronage of the Corporation during the time when he, she, or they was a Member of the Corporation, as determined by the board of directors of the Corporation. No distribution need be made to any person who fails to acknowledge the receipt of notice of liquidation in a timely manner. Said notice shall be deemed sufficient if sent by certified mail, at least 30 days before distribution of any residual assets, to the Member's last known business or residence address.

**Section 6.6 Definition of Deemed Liquidation Event.** "Deemed Liquidation Event" means (a) a consolidation, merger or other similar transaction of or involving the Corporation in which the Members of the Corporation immediately prior to such consolidation, merger or other similar transaction do not continue to hold, immediately after the consummation of such consolidation, merger or other similar transaction, a majority of the voting power of the equity interests of the surviving entity, or (b) a sale or other transfer of all or substantially all of the Corporation's assets to a third party.

## **Article 7. Supporting Shares**

**Section 7.1 Supporting Shares Authorized.** The Corporation may issue shares of its capital stock to Members only and said shares shall be called "Supporting Shares" and their holders shall be called "Supporting Shareholders." The Corporation is authorized to issue forty-seven million (47,000,000) Supporting Shares at the price of \$20 per share.

**Section 7.2 Voting Power of Supporting Shares.** Supporting Shareholders must be Members in good standing at all times while holding Supporting Shares. Holders of Supporting Shares shall not be entitled to any voting rights except those they have as regular consumer Members of this Corporation and Supporting Shareholders voting as a class shall have the right to approve of any amendment to these Articles or the Corporation's bylaws if such an amendment would do any of the following:

- (a) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of the Supporting Shareholders as to voting, dissolution, redemption or transfer, or the obligations of that class of shareholders, in a manner different than such action affects another class;
- (b) Materially and adversely affect the Supporting Shareholders as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;
- (c) Increase the number of Supporting Shares authorized;
- (d) Increase the number of memberships authorized for another class.
- (e) Effect an exchange, reclassification or cancellation of all or part of the memberships of any class; or,
- (f) Authorize a new class of memberships.

On any such matter, each holder of Supporting Shares shall be entitled to one vote, regardless of the number of shares owned.

**Section 7.3 Restrictions on Transfer.** Supporting Shares may only be transferred under the prior written consent of the Corporation.

**Section 7.4 Dividends.** From and after the issuance of any Supporting Shares, dividends shall accrue only pursuant to any contractual agreements between the Corporation and Supporting Shareholders, or otherwise only at the discretion of the board.

**Section 7.5 Distribution Preference.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, each holder of Supporting Shares shall be entitled to receive, in respect thereof, a distribution equal to their original purchase price, plus the amount of any dividends accrued but unpaid thereon, prior to any distributions to Members on account thereof. If upon any such voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution shall be insufficient to pay each holder of Supporting Shares, all of the holders of Supporting Shares shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable to such shareholders if all amounts payable were paid in full.

**Section 7.6 Call Rights.** At any time, the Corporation may, by written notice to any holder of Supporting Shares, elect to redeem some or all of such shares at a price per share equal to the original purchase price, plus the amount of any dividends accrued but unpaid thereon. If a Supporting Shareholder ceases to be a consumer Member in good standing, the Corporation shall redeem all of that holder's Supporting Shares at a price per share equal to the original purchase price, plus the amount of any dividends accrued but unpaid thereon provided that no Supporting Shares shall accrue dividends for any period of time in which the respective Supporting Shareholder is not a Member in good standing. Additional terms and conditions regarding redemption of Supporting Shares may be prescribed in the Corporation's bylaws.

**Article 8. Liability and Indemnification.** Subject to any provisions in the Corporation's bylaws related to indemnification of directors or officers of the Corporation, the Corporation is authorized to indemnify, to the fullest extent permitted by applicable law, any director or officer or agent of the Corporation who was or is a party or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation.

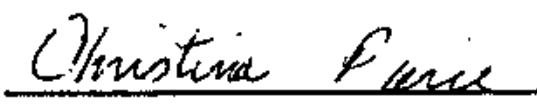
**Article 9.** The names and mailing address of the directors who shall serve as the initial directors of this corporation until the first annual meeting of the Members are:

1. Ryan Tarbell, PO Box 476 Hayfork, CA 96041
2. Christina Pierce PO Box 1450 Hayfork, CA 96041
3. Julia Lacitignola, PO Box 1449 Hayfork, CA 96041

4. Judith Godair, PO Box 1755 Hayfork, CA 96041
5. Karin Rachel Anderson PO Box 1183 Hayfork, CA 96041
6. Melanie Thibodeaux, PO Box 1193 Hayfork, CA 96041
7. Katherine Welch, PO Box 984 Hayfork, CA 96041
8. Cedar Dolphin-Brunette, PO Box 667, Hayfork, CA 96041

IN WITNESS WHEREOF, the undersigned, being the initial Directors of this Corporation, have executed these Articles of Incorporation on March 29, 2023

  
\_\_\_\_\_  
Ryan Tarbell


  
\_\_\_\_\_  
Christina Pierce

  
\_\_\_\_\_  
Julia Lacitignola

  
\_\_\_\_\_  
Judith Godair

  
\_\_\_\_\_  
Karin Rachel Anderson

  
\_\_\_\_\_  
Melanie Thibodeaux

  
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Katherine Welch

  
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Cedar Dolphin-Brunette

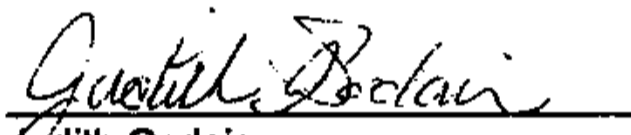
**Declaration**

We, the undersigned, declare that we are the individuals who are named in the Articles of Incorporation of Hayfork Valley Cooperative Inc. and that we have executed them. These Articles of Incorporation are our act and deed.

  
\_\_\_\_\_  
Ryan Tarbell

  
\_\_\_\_\_  
Christina Pierce

  
\_\_\_\_\_  
Julia Lacitignola

  
\_\_\_\_\_  
Judith Godair

  
\_\_\_\_\_  
Karin Rachel Anderson

  
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Melanie Thibodeaux

  
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Katherine Welch

  
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Cedar Dolphin-Brunette