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Corporation Division
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Registry Number: 917719-99
Type: COOPERATIVE

Next Renewal Date: 02/22/2014

NARENDRA VARMA
13390 SW MORGAN RD
SHERWOOD OR 97140

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document
ARTICLES OF INCORPORATION

Filed On
02/22/2013

Jurisdiction
OREGON

Name
OUR TABLE COOPERATIVE

Registered Agent
NARENDRA VARMA
13390 SW MORGAN RD
SHERWOOD OR 97140

917719.99

FILED

FEB 22 2013

**OREGON
SECRETARY OF STATE**

**ARTICLES OF INCORPORATION
OF
OUR TABLE COOPERATIVE**

I, the undersigned, a natural person of the age of eighteen or older, acting as the sole incorporator under the Oregon Cooperative Corporation Act, adopt the following Articles of Incorporation:

**Article 1
Name**

The name of the cooperative is Our Table Cooperative.

**Article 2
Purpose**

(a) The purpose for which the cooperative is organized is to engage in any lawful activity for which cooperatives may be organized under ORS Chapter 62.

(b) The mission of the cooperative is to bring people and resources together to create a healthy and vibrant food culture.

**Article 3
Membership Qualification**

(a) Members are required to own one share of membership stock and to work in, or benefit from the growing, processing, distribution and sales of food in association with the cooperative.

(b) The classes of membership are designated by the following three classes:

- Workers
- Regional Producers
- Consumers

The bylaws may describe additional qualifications and functions of members holding each class of membership stock.

Article 4 Membership Stock

The cooperative is organized with membership stock. There shall be three classes of membership stock. The cooperative is authorized to issue 10,200 shares of membership stock. The number of shares of each class of membership stock, along with the designation, preferences, limitations and relative rights are as follows:

(a) The three classes of membership stock shall be issued as follows: workers, 100 shares; consumers, 10,000 shares; regional producers, 100 shares.

(b) Membership stock shall have no par value, and may be issued for such price as the Board of Directors shall determine. Dividends shall not be payable upon membership stock. Members shall be entitled, however, to patronage distributions as defined in Article 9 below.

(c) Any member may voluntarily withdraw from membership in the cooperative as of the end of any fiscal year of the cooperative by filing with the Secretary of the cooperative written notice of withdrawal not less than 60 days before that date. Upon termination of membership through withdrawal or otherwise, the former member's rights and interests as a member shall terminate; provided, however, that the terminated member's interests, if any, in any unclosed cooperative pool or in the capital of the cooperative, as represented by membership stock, capital stock, certificates or other written notices of allocation issued to that member, or by credit to the member's account, shall continue to be subject to and governed by the cooperative's Articles of Incorporation and Bylaws.

(d) No membership stock may be sold, assigned or otherwise transferred, voluntarily or involuntarily, by operation of law or otherwise, except for a transfer to the cooperative. Any transfer in violation of this subsection (d) shall be void and the cooperative shall not register such transfer on the books of the cooperative. No member shall encumber, hypothecate, pledge or grant a security interest in the membership stock without the prior written consent of the cooperative. Any transfer in violation of this provision shall result in stock redemption as described in subsection (h) below. All membership certificates shall include a legend putting the holder on notice of the terms of this Article 4.

(e) Any member entity whose principal business changes such that it is no longer qualified to be a member, as determined by the Board of Directors of the cooperative, shall be subject to termination as a member, and the stock held by such entity shall be redeemed as described in subsection (g).

(f) If a worker member terminates employment with the cooperative, his or her membership is also terminated and the worker's stock shall be redeemed by the cooperative as provided in the following subsection (g).

(g) The cooperative shall redeem membership stock upon termination of membership, or at any time thereafter. The redemption price for shares of membership stock redeemed by the cooperative shall be the consideration in dollars for which the shares were issued, plus or minus accrued and unpaid patronage distributions, as provided in this subsection.

The cooperative may set off obligations to it. That portion of the redemption price attributable to the original consideration in dollars for which the membership stock was issued shall be paid in some combination of cash and promissory notes as the Board of Directors shall deem appropriate. The promissory note issued, if any, shall be payable in full within five years of being issued and shall have such other terms as the Board of Directors shall deem appropriate.

The immediately preceding sentence notwithstanding, payment of the notes shall be subordinated to the banking and other financial needs of the cooperative, as determined by the Board of Directors from time to time.

The remaining portion of the redemption price consisting of the accrued but unpaid patronage distributions shall be paid at such time as such patronage distributions would otherwise become due.

No redemption of membership stock or other evidence of equity shall be made if the result thereof would be to bring the value of the remaining assets of the cooperative below the aggregate of its indebtedness or otherwise impair its capital.

(h) In the event of any attempt to transfer any member's stock involuntarily or by operation of law (except corporate mergers or similar restructuring which results in a successor entity which acquires ownership of said membership stock and which continues to be qualified), the cooperative shall have the right to redeem such stock for a period of 90 days following receipt by the cooperative of written notice of such attempt to transfer. The cooperative shall have the right to waive the requirement of written notice. The cooperative may exercise the right to redeem the stock by notifying the transferee, at its last known address, that it will redeem the stock. The redemption price for the stock shall be 66-2/3% of the price otherwise payable, on the same terms set out in subsection (g) of this Article 4.

Article 5 Capital Stock

There shall be one class of capital stock. The cooperative is authorized to issue 100,000 shares of capital stock. The number and par value, if any, of capital stock along with the designation, preferences, limitations and relative rights are as follows:

(a) The capital stock shall have no par value and shall be issued for a purchase price determined by the Board of Directors.

(b) Capital stock shall accrue dividends at an annual rate of not more than eight percent of the price paid for such share(s). Such rate shall be determined by the Board of Directors and shall be declared and paid no less frequently than annually, unless prohibited by law, in which case such dividends shall accrue and compound until paid. Payment of dividends shall be senior to payment of patronage distributions (to the extent patronage-source income funds such dividends). Dividends shall be paid in cash unless, at the option of a shareholder of capital stock, such shareholder desires that payment be made, in whole or in part, by products produced by members of the cooperative, valued at the amount at which such products are sold by the members of the cooperative.

(c) The holders of the capital stock have no voting rights except as otherwise required by the Oregon Cooperative Corporation Act, ORS Chapter 62.

(d) The Board of Directors may secure repayment of the purchase price of capital stock, and payment of dividends on capital stock, by grant of a security interest in any asset(s) of the cooperative as the Board may see fit.

(e) No shareholder may transfer capital stock to any person or entity without the consent of the Board of Directors of the cooperative. Any transfer in violation of this section shall be void and the cooperative shall not be required to register such transfer on the books of the cooperative. No person claiming to hold shares of capital stock without such consent shall have standing to bring any action against the cooperative, the Board of Directors, or any member.

(f) The cooperative may redeem capital stock at any time it deems appropriate. The redemption price shall be the original purchase price of the capital stock, plus all accrued and unpaid dividends. The cooperative may set off obligations to it. The redemption price for capital stock shall be paid in cash or, at the option of the shareholder, amortized over a period of not more than five years, including interest at one percentage point over the prime rate published in the Wall Street Journal on the date of redemption. This rate shall be adjusted annually on the redemption anniversary date to reflect any change in such published prime rate. If the redemption price is paid over five years, the cooperative's payment obligation shall be secured by a security interest in favor of the selling shareholder in all equipment owned by the cooperative and the ground lease pursuant to which the cooperative leases property. No redemption of capital stock or other evidence of equity shall be made if the result thereof would be to bring the value of the remaining assets of the cooperative below the aggregate of its indebtedness. A redemption under this subsection (f) shall in no way limit a shareholder/member's right to receive accrued but unpaid patronage distributions.

(g) The holder of any issued and outstanding capital stock may, at any time after the second anniversary of issuance of such stock, demand redemption of any or all such capital stock by giving written notice to the Board of Directors. Redemption shall be as provided in subsection (f), except that the redemption price shall be as follows:

- (i) After the second anniversary, 70% of the purchase price, plus accrued and unpaid dividends
- (ii) After the third anniversary, 80% of the purchase price, plus accrued and unpaid dividends
- (iii) After the fourth anniversary, 90% of the purchase price, plus accrued and unpaid dividends
- (iv) After the fifth anniversary, 100% of the purchase price, plus accrued and unpaid dividends

Any redemption under this subsection shall be effective, and the first payment due, within 90 days of delivery of the written demand by the capital stock holder.

Article 6 Board of Directors

(a) The Board of Directors shall consist of a minimum of three and a maximum of seven directors elected by a simple majority at the annual meeting of the various classes of members of the cooperative. If no candidate receives 50% of the vote, a run-off vote of the top two candidates will determine the winner. All directors who are members must be members in good standing, or representatives of such members. A term of office for a director shall be three years. One-third of the directors are to be elected for a three-year term at each annual meeting.

(b) A majority of directors shall be members of the cooperative or representatives of members.

(c) Commencing at the first annual meeting after which the cooperative has at least five worker members, the worker members of the cooperative may elect three directors. If fewer than five worker members remain at any subsequent annual meeting, the number of directors elected by worker members shall be reduced to one.

(d) Commencing at the first annual meeting after which the cooperative has (and still has) ~~two~~ three regional producer members, regional producer members of the cooperative may elect one Director.

Amendment adopted on: 3/9/2014

(e) Commencing at the first annual meeting after which the cooperative has (and still has) fifty consumer members, consumer members of the cooperative may elect one Director.

(e) Any natural person or entity that belongs to more than one membership class either directly or indirectly (e.g. through an entity) may only stand for election for the Board of Directors under their primary class of membership. However, they may vote in any and all classes of which they are members. In elections where all classes vote together, they shall have one vote, unless allowed by law to vote all stock.

(f) In addition to the member directors, the Board shall also have two outside directors. Such directors shall be elected by a vote of the membership. They shall serve three-year terms, with a maximum of two consecutive terms and then a one-year break before any subsequent service. Outside directors shall be nominated for skills they offer the cooperative, and one outside director shall represent the interests of the capital stockholders, and be a holder of capital stock if any shares are issued and outstanding. The nomination process for outside directors shall be described in the bylaws.

(g) Any vacant seat may be filled by the directors in office at the time the vacancy occurs. Any director so appointed shall serve for the remaining unexpired portion of the three year term.

Article 7 Dissolution

In the event of the liquidation or dissolution of the cooperative, the net assets of the cooperative (after satisfying all liabilities as required by the Oregon Cooperative Corporation Act) shall be distributed in the following manner:

(a) First, to the holders of the capital stock up to an amount equal to the original capital contributions to the cooperative for said stock plus an annual accumulation on said amount from the date such contributions were made at the rate specified in subsection (b) of Article 5 through the date of liquidation or dissolution.

(b) Second, to satisfy any accrued but unpaid patronage distributions.

(c) The balance of the net assets shall be distributed to the holders of the membership stock insofar as practicable on the basis of patronage as conclusively determined by the Board of Directors.

Article 8 Stewardship of Assets

(a) The cooperative has been assisted in its formation by Community By Design, LLC, a Washington limited liability company (“LLC”), for the benefit of the current and future members of the cooperative. The LLC is hereby designated as the Steward of the assets of the cooperative, and in addition, shall break any tie vote of the members or directors.

(b) The LLC has a mission to promote a local food culture and economy. The LLC may assign its stewardship duties and interest herein created to a 501(c)(3) entity whose mission and purpose is similar to the mission and purpose of the LLC. In the event the LLC dissolves or otherwise ceases to continue its legal existence without designating a successor Steward, the Attorney General or Secretary of State of the State of Oregon may appoint a successor Steward whose mission and purpose is similar to the mission and purpose of the LLC. In the event the Attorney General or the Secretary of State of the State of Oregon fail to appoint a successor Steward, the cooperative shall file an application with the Circuit Court for the State of Oregon requesting that the Court appoint a Steward whose mission and purpose is similar to the mission and purpose of the LLC.

(c) For 10 years following the filing of these Articles of Incorporation, the LLC’s, or its successor’s, consent shall be required to:

1. Amend these Articles of Incorporation in any manner which would compromise, lessen, restrict or impinge upon the privileges and authorities of the Steward of the public interest in the assets of the cooperative or the nature of the cooperative as set forth herein;
2. Sell or encumber the assets of the cooperative other than in the ordinary course of business, including, without limitation, a sale of all or substantially all of the assets;
3. Modify the purpose of the cooperative; or
4. Adopt a plan of merger, consolidation, dissolution or distribution for the cooperative.

**Article 9
Patronage**

The net proceeds or savings of the cooperative resulting from patronage by the members (or nonmembers who are allowed by the Board of Directors to participate in purchasing or selling through the cooperative on a cooperative basis) shall be apportioned, distributed and paid to the holders of the membership stock (and allowed nonmembers) in accordance with the ratio which each such person's patronage during a calendar year bears to the total patronage by all such persons during the year. Apportionment, distribution and payment of net proceeds or savings may be made in cash, credits, certificates of interest, revolving fund certificates, retain certificates, letters of advice or other written notices of allocation (qualified or nonqualified) issued by the cooperative. Apportionment and distribution of the cooperative's net proceeds or savings or net losses may be separately determined for, and be based upon patronage of, single or multiple pools, particular departments of the cooperative, or as particular commodities, supplies or services, as may be set forth in the Bylaws of the cooperative or determined by the Board of Directors. All patronage distributions shall be made within eight and one-half (8-1/2) months of the end of the cooperative's accounting year. Dividends may be paid on capital stock in accordance with the terms of the Oregon Cooperative Corporation Act and Article 5.

**Article 10
Initial Registered Office and Agent**

The address of the initial registered office of the cooperative is 13390 SW Morgan Road, Sherwood, Oregon 97140, and the name of the initial registered agent at that address is Narendra Varma.

**Article 11
Address for Notice**

The address to which notices may be mailed until the principal office of the cooperative has been designated in its first annual report is 13390 SW Morgan Road, Sherwood, Oregon 97140.

**Article 12
Initial Directors**

(a) The number of directors constituting the initial Board of Directors shall be three. The name and address of the person who shall serve as an initial director until the first annual meeting of the members or until his successors are elected, qualify and take office is as follows:

Name	Address
Narendra Varma	25460 SW Baker Road Sherwood, Oregon 97140

(b) The initial director identified in subsection (a) may appoint directors to fill the vacant positions on the initial Board of Directors until the first annual meeting of the members.

Article 13 Indemnification

With reference to the indemnification of officers and directors of the cooperative:

(a) The indemnification under this Article 13 shall cover all members of the Board of Directors, all officers and any other person who may have served in such capacities at the request of the cooperative.

(b) The indemnification shall include coverage against all expenses and liabilities as such terms are defined in the Oregon Cooperative Corporation Act.

(c) The cooperative shall indemnify any individual made a party to a proceeding because the individual is or was a director or officer against liability incurred in the proceeding if the conduct of the individual was in good faith, the individual reasonably believed that the individual's conduct was in the best interest of the cooperative, or at least not opposed to its best interest, and in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. A director's or officer's conduct with respect to an employee benefit plan for a purpose the director or officer reasonably believed to be in the interest of the participants in and beneficiaries of the plan is conduct that satisfies the requirements of this section. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct described in this section. The cooperative shall not indemnify a director or officer under this section in connection with a proceeding by or in the right of the cooperative in which the director or officer was adjudged liable to the cooperative or in connection with any other proceeding charging improper personal benefit to the director or officer in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by the director or officer. Indemnification permitted under this section in connection with a proceeding by or in the right of the cooperative is limited to reasonable expenses incurred in connection with the proceeding.

(d) The cooperative shall pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the director or officer furnishes the cooperative a written affirmation of the director's or officer's good faith belief that the director or officer had met the standard of conduct required and the director or officer furnishes the cooperative a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct.

(e) The cooperative shall not indemnify a director or officer under this Article 13 unless authorized in a specific case after a determination has been made that indemnification of the director or officer is permissible under the circumstances because the director has met the standards of conduct required. A determination that indemnification of a director or officer is permissible shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained under subparagraph (i) above by a majority vote of a committee duly designated by the Board of Directors consisting solely of two or more directors not at the time parties to the

proceeding; provided, however, that directors who are parties to the proceeding may participate in the designation of the committee; or (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in subparagraph (i) or (ii) of this subsection (e), or if a quorum of the Board of Directors cannot be obtained under subparagraph (i) of this subsection (e) and a committee cannot be designated under subparagraph (ii) of this subsection (e), special legal counsel shall be selected by a majority of the full Board of Directors, including directors who are parties to the proceeding.

(f) The cooperative may purchase and maintain insurance on behalf of an individual in the event liabilities asserted against the individual who is or was a director, officer, employee or agent of the cooperative or who, while a director, officer, employee or agent of the cooperative, is or was serving at the request of the cooperative as a director, officer, partner, trustee, employee or agent of any foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The cooperative may purchase and maintain the insurance even if the cooperative has no power to indemnify the individual against liability under this article.

(g) If the cooperative indemnifies or advances expenses to a director or officer under this article in connection with a proceeding by or in the right of the cooperative, the cooperative shall report the indemnification or advance in writing to the members and shareholders with or before the notice of the next membership meeting.

Article 14 Limitation of Liability

To the greatest extent the Oregon Cooperative Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors, a director shall not be liable to the cooperative, its members, or its shareholders for monetary damages for conduct as a director. Any amendment or repeal of this Article 14 or applicable Oregon law shall not adversely affect any right or protection of a director of this cooperative for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 15 Incorporator

The name and address of the sole incorporator is Narendra Varma and his address is 25460 SW Baker Road, Sherwood, Oregon 97140.

Article 16
Amendment of Articles

These Articles of Incorporation may not be amended except upon the approval of at least 66-2/3% percent of the members of the cooperative, and by the holders of at least 66-2/3% percent of the capital stock of the cooperative, as provided by law.

I, the undersigned incorporator, declare under penalties of perjury that I have examined the foregoing and to the best of my knowledge and belief, it is true, correct and complete.

Dated: February 22, 2013



Narendra Varma, Incorporator

Person to contact about this filing is:

Edward H. Trompke
(503) 598-7070



REGISTRY NUMBER: 917719-99

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in **Black Ink.**

1) ENTITY NAME: OUR TABLE COOPERATIVE

2) STATE THE ARTICLE NUMBER(S): and set forth the article(s) as it is amended to read. (Attach a separate sheet if necessary.)

Article 6(d) is re-stated to read:

Commencing at the first annual meeting after which the cooperative has (and still has) three regional producer members, regional producer members of the cooperative may elect one Director.

3) THE AMENDMENT WAS ADOPTED ON: MARCH 9, 2014

(If more than one amendment was adopted, identify the date of adoption of each amendment.)

4) CHECK THE APPROPRIATE STATEMENT:

Shareholder action was required to adopt the amendment(s).

The vote was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast FOR	Number of votes cast AGAINST
MEMBERSHIP	1	1	1	0

Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.

The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the Incorporators or by the board of directors.

5) EXECUTION: (Must be signed by at least one officer or director.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

NARENDRA VARMA

Title:

PRESIDENT

CONTACT NAME: (To resolve questions with this filing.)

NARENDRA VARMA

PHONE NUMBER: (Include area code.)

503-308-8276

FEES

Required Processing Fee \$100

No Fee for President/Secretary Change.

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Free copies are available at FilingInOregon.com, using the Business Name Search program.



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Document

ARTICLES OF AMENDMENT

Filed On	Effective Date	Jurisdiction
04/22/2014	03/09/2014	OREGON

Name

OUR TABLE COOPERATIVE

Principal Place of Business

13390 SW MORGAN RD
SHERWOOD OR 97140

Registered Agent

NARENDRA VARMA
13390 SW MORGAN RD
SHERWOOD OR 97140

Mailing Address

13390 SW MORGAN RD
SHERWOOD OR 97140

President

NARENDRA VARMA
13390 SW MORGAN RD
SHERWOOD OR 97140

Secretary

LOUIS KEMP
13390 SW MORGAN RD
SHERWOOD OR 97140