

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM662803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	02/28/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Alliance for Coffee Excellence, Inc.		02/28/2020	Corporation: MONTANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Alliance for Coffee Excellence, Inc.		
<b>Street Address:</b>	2250 NW 22nd Avenue		
<b>Internal Address:</b>	Suite 612		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97210		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2540624	CUP OF EXCELLENCE	
<b>Registration Number:</b>	4037997	CUP OF EXCELLENCE	
<b>Registration Number:</b>	5334582	CUP OF EXCELLENCE	
<b>Registration Number:</b>	5335412	· CUP OF EXCELLENCE · WINNER 2017 BRAZIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4065232595		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4065232500		
<b>Email:</b>	rclukes@garlington.com		
<b>Correspondent Name:</b>	Robert C. Lukes		
<b>Address Line 1:</b>	350 Ryman St., PO BOX 7909		
<b>Address Line 4:</b>	Missoula, MONTANA 59807		
<b>NAME OF SUBMITTER:</b>	Robert C. Lukes		
<b>SIGNATURE:</b>	/Robert C. Lukes/		
<b>DATE SIGNED:</b>	07/27/2021		

OP \$115.00 2540624

**Total Attachments: 22**

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Articles of Merger - Multi Entity Merger

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1227 - sos.oregon.gov/business - Phone: (503) 886-2200

FILED: MAR 26, 2020
OREGON SECRETARY OF STATE



16499998-20958240

REGISTRY NUMBER: 1649999-98

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

THE ALLIANCE FOR COFFEE...

MER

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1. NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

Table with 3 columns: NAME, ENTITY TYPE, REGISTRY NUMBER. Row 1: Alliance for Coffee Excellence, Inc., Oregon nonprofit, 1649999-98. Row 2: Alliance for Coffee Excellence, Inc., Montana nonprofit, D115313.

2. NAME AND TYPE OF SURVIVING ENTITY: Alliance for Coffee Excellence, Inc.

Check here if there is a name change in the plan of merger.

3. OREGON CORPORATION AND LIMITED LIABILITY REQUIREMENT:

Oregon Corporations and Limited Liability Companies comply with House Bill 2191 by attaching an information change form or document that includes the Principal Place of Business and Individual with Direct Knowledge.

4. SELECT ONE OF THE FOLLOWING:

A copy of the plan of merger is attached.

OR:

The plan of merger is on file at the address of the surviving entity.

Address

City State Zip Code

A copy will be provided upon request to any owner, member or shareholder at no cost.

If the plan of merger amends the articles of organization/incorporation, attach the restated articles of the surviving entity.

State effective date and time in plan of merger if other than when these articles are filed: 2/28/2020

5. The plan of merger was duly authorized and approved by each entity that is a party to the merger:

A copy of the vote required by each entity is attached.

OR:

Shareholder approval was not required.

6. EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. 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:

[Handwritten Signature]

Printed Name:

Paul Stewart

Title:

Secretary

CONTACT NAME: (To resolve questions with this filing)

Kimberly Pray

PHONE NUMBER: (Include area code)

503-271-1711

FEES table with rows: Nonprofit Required Processing Fee \$50, Domestic Required Processing Fee \$100, Foreign Required Processing Fee \$275. Includes note: Processing Fees are nonrefundable. Please make check payable to "Corporation Division". Free copies are available at sos.oregon.gov/business using the Business Name Search program.

**ARTICLES OF MERGER**  
**OF**  
**ALLIANCE FOR COFFEE EXCELLENCE, INC.**

**ARTICLE 1**  
**Names of the Entities Proposing to Merge**

ALLIANCE FOR COFFEE EXCELLENCE, INC. a Montana nonprofit mutual benefit corporation (the “**MT Corporation**”).

ALLIANCE FOR COFFEE EXCELLENCE, INC., an Oregon nonprofit mutual benefit corporation (the “**OR Corporation**” or the “**Surviving Entity**”).

**ARTICLE 2**  
**Surviving Entity**

ALLIANCE FOR COFFEE EXCELLENCE, INC., an Oregon nonprofit mutual benefit corporation.

**ARTICLE 3**  
**Plan of Merger**

The Plan of Merger by and between the MT Corporation and the OR Corporation is on file at the address of the surviving entity at Alliance for Coffee Excellence, Inc., 2250 NW 22nd Avenue, Suite 612, Portland, OR 97210. A copy will be provided upon request to any member at no cost.

- 3.1.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation are attached as Exhibit A.
- 3.1.2 Effective Date and Time of Merger. The effective date and time of the merger, as set forth in the approved plan of merger, is **February 28, 2020**.

**ARTICLE 4**  
**Manner of Adoption**

**Section 4.1 Approval of Plan of Merger.** The Plan of Merger was duly authorized and approved by each entity that is a party to the merger as follows:

- 4.1.1 Vote of Members of the MT Corporation. The Plan of Merger requires approval by the members of the MT Corporation entitled to vote on the merger. The Plan of Merger was approved by the voting members of the MT Corporation entitled to vote on Plan of Merger as follows:

Number of Outstanding Members of the MT Corporation	Number of Votes Entitled to be Cast on approval of the Plan of Merger	Number of Votes Cast For the Plan of Merger	Number of Votes Cast Against the Plan of Merger
248	248	36	0
<i>TOTAL PERCENTAGE OF VOTES CAST FOR THE MERGER: 97% (one abstention)</i>			
<i>** Compliant with ORS 65.487(3)(b)</i>			

4.1.2 Vote of Members of the OR Corporation. The Plan of Merger requires approval by the members of the OR Corporation entitled to vote on the merger. The Plan of Merger was approved by the voting members of the OR Corporation entitled to vote on Plan of Merger as follows:

Number of Outstanding Members of the OR Corporation	Number of Votes Entitled to be Cast on approval of the Plan of Merger	Number of Votes Cast For the Plan of Merger	Number of Votes Cast Against the Plan of Merger
248	248	35	1
<i>TOTAL PERCENTAGE OF VOTES CAST FOR THE MERGER: 94.5% (one abstention)</i>			
<i>** Compliant with ORS 65.487(3)(b)</i>			

4.1.3 Board Resolutions of the MT Corporation. By unanimous consent the directors of the MT Corporation resolved the following:

- a) The MT Corporation will be merged into the OR Corporation, and the officers of the MT Corporation may take such steps necessary or advisable to affect such merger.
- b) The Plan of Merger, as approved by the voting members of the MT Corporation, is adopted.

4.1.4 Board Resolutions of the OR Corporation. By unanimous consent the directors of the OR Corporation resolved the following:

- c) The OR Corporation will be merged into the MT Corporation, and the officers of the OR Corporation may take such steps necessary or advisable to affect such merger.
- d) The Plan of Merger, as approved by the voting members of the OR Corporation, is adopted.

Dated effective February 28, 2020

THE ALLIANCE FOR COFFEE  
EXCELLENCE, INC., a Montana nonprofit  
mutual benefit corporation



By: Paul Stewart

Its: Secretary

## PLAN OF MERGER

This PLAN OF MERGER "Plan of Merger" is entered into effective February 28, 2020, by and between the ALLIANCE FOR COFFEE EXCELLENCE, INC. (the "**MT Corporation**" or "**Nonsurviving Entity**"), and the ALLIANCE FOR COFFEE EXCELLENCE, INC., an Oregon nonprofit mutual benefit corporation (the "**OR Corporation**" or "**Surviving Corporation**"). The MT Corporation and OR Corporation are sometimes collectively referred to in the Plan of Merger as the "**Constituent Corporations.**"

### RECITALS

**A.** The OR Corporation is a nonprofit mutual benefit corporation organized and existing under the laws of the State of Oregon, with its principal office in Portland, Oregon. The OR Corporation has members.

**B.** The MT Corporation is a nonprofit mutual benefit corporation organized and existing under the laws of the State of Montana, with its principal office in Portland, Oregon. The MT Corporation has members.

**C.** The MT Corporation and the OR Corporation deem it advisable and in the best interests of the Constituent Corporations that the MT Corporation be merged into the OR Corporation (the "**Merger**") as authorized by the laws of the State of Montana and the State of Oregon.

### AGREEMENT

In consideration of the foregoing recitals and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

#### SECTION 1 MERGER; EFFECTIVENESS

The MT Corporation shall be merged into the OR Corporation pursuant to the applicable provisions of the Montana Nonprofit Corporation Act, the Oregon Nonprofit Corporation Act, the IRS Revenue Procedure 2018-15, 2018-9 I.R.B. 379, and in accordance with the terms and conditions of this Plan of Merger.

Pursuant to the approval of the Plan of Merger by the members and directors of the MT Corporation and the directors of the OR Corporation, the Merger shall become effective as of February 28, 2020, at 12:01a.m., Pacific Standard Time (the "**Effective Time of the Merger**").

#### SECTION 2 SURVIVING BUSINESS ENTITY

The surviving business entity will be the ALLIANCE FOR COFFEE EXCELLENCE, INC., an Oregon nonprofit mutual benefit corporation.

### SECTION 3 MATERIAL TERMS AND CONDITIONS

- 3.1 Merger.** At the Effective Time of the Merger, the Nonsurviving Entity will merge with and into Surviving Corporation and the separate existence of Nonsurviving Entity will cease.
- 3.2 Articles of Incorporation.** The Articles of Incorporation of the OR Corporation, dated February 28, 2020, attached hereto as Schedule 3.2, are the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed.
- 3.3 Bylaws.** The Bylaws of the OR Corporation in effect at the Effective Time of the Merger, at the Effective Time of the Merger, attached hereto as Schedule 3.3, are and remain the Bylaws of the Surviving Corporation.
- 3.4 Members, Directors, and Officers.** The members, directors, and officers of the OR Corporation in office at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the members, directors, and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of the Merger.
- 3.5 Members.** The members of the MT Corporation at the Effective Time of the Merger shall, at the Effective Time of the Merger, be the members of the Surviving Corporation and hold membership interest in the Surviving Corporation equal to that held in the MT Corporation, in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of the Merger.

### SECTION 4 RIGHTS, DUTIES, POWERS, AND LIABILITIES.

**4.1** At the Effective Time of the Merger, the separate existence of the MT Corporation shall cease, and the MT Corporation shall be merged in accordance with the provisions of this Plan of Merger with and into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description and shall be subject to all restrictions, duties and liabilities of each of the Constituent Corporations, shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall be vested in the Surviving Corporation without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

**4.2** Any claims existing or action or proceeding, whether civil, criminal, or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as



if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

**4.3** Any claims, action or proceeding, whether civil, criminal, or administrative, existing prior to the Effective Time or incurred after the Effective Time may be brought in the State of Montana, so long as any liability remains outstanding against the Surviving Corporation in the State of Montana.

**4.4** The Surviving Corporation irrevocably appoints the Secretary of State of the State of Montana as its agent to accept service of process in any action for the enforcement of any obligation, including taxes, in provided in Section 4.3 above.

## **SECTION 5 IMPLEMENTATION**

**5.1** Each of the Constituent Corporations hereby agree that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds, or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting, and devolution of any property, right, privilege, powers, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises, and interests referred to in the Plan of Merger and otherwise to carry out the intent and purposes hereof.

**5.2** Each of the Constituent Corporations shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper, or advisable under the laws of the State of Montana and the laws of the State of Oregon to consummate and make effective the Merger.

## **SECTION 6 TERMINATION**

The Plan of Merger may be terminated for any reason at any time before the filing of the Articles of Merger with the Secretary of State of the State of Oregon by resolution of the Board of Directors of each of the Constituent Corporations.

## **SECTION 7 AMENDMENT**

The Plan of Merger may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of each of the Constituent Corporations.

Dated effective February 28, 2020

**Surviving Corporation:**

THE ALLIANCE FOR COFFEE  
EXCELLENCE, INC., an Oregon nonprofit  
mutual benefit corporation



By: Paul Stewart

Its: Secretary

**Nonsurviving Entity:**

THE ALLIANCE FOR COFFEE  
EXCELLENCE, INC., a Montana nonprofit  
mutual benefit corporation



By: Paul Stewart

Its: Secretary

**SCHEDULE 3.2**

**Articles of Organization**

164999998



164999998-20876684

THE ALLIANCE FOR COFFEE...

NEWINC

**ARTICLES OF INCORPORATION  
OF  
THE ALLIANCE FOR COFFEE EXCELLENCE, INC.**

**ARTICLE 1  
NAME**

The name of the corporation is THE ALLIANCE FOR COFFEE EXCELLENCE, INC. (the "Corporation").

**ARTICLE 2  
TYPE**

The Corporation is a mutual benefit corporation.

**ARTICLE 3  
MEMBERS**

The Corporation will have members.

**ARTICLE 4  
PURPOSES AND POWERS**

**General Purpose.** The Corporation shall be organized and operated exclusively as a charitable business league within the meaning of 501(c)(6) of the Internal Revenue Code. Subject to the foregoing, the Corporation may engage in any lawful activities for which corporations may be organized under Oregon Revised Statutes Chapter 65 (the "Oregon Nonprofit Corporations Act" or the "Act").

**Primary Purpose.** The primary purpose of this Corporation shall be to discover and reward exceptional coffee growers worldwide.

**Net Earnings.** No part of the Corporation's net earnings may inure to the benefit of any private shareholder or individual.

**General Restrictions.** Notwithstanding any provision in these Articles of Incorporation to the contrary, no part of the Corporation's assets may be used in any manner, and the Corporation may not participate in any activity, that would cause the Corporation to cease to qualify as an exempt organization under Section 501(c)(6) of the Internal Revenue Code.

**ARTICLE 5  
LIABILITY OF DIRECTORS**

The personal liability of a director to the Corporation for monetary damages for conduct as a director is eliminated to the fullest extent permitted by law.

**ARTICLE 6  
INDEMNIFICATION**

**Indemnification.** The Corporation will indemnify an individual against liability incurred in a proceeding to which the individual was made a party because the individual is or was a director to the fullest extent permitted by law.

**No Elimination or Impairment.**

(a) The Corporation may not amend these Articles of Incorporation or the Corporation's bylaws so as to eliminate or impair a director's right to indemnification after an act or omission occurs that subjects the director to a proceeding or to liability for which the director seeks indemnification under the terms of these Articles of Incorporation or the Corporation's bylaws.

(b) The Corporation may not amend or rescind these Articles of Incorporation, the Corporation's bylaws, or a resolution that authorizes a payment of expenses so as to eliminate or impair a director's right to payments after an act or omission occurs that subjects the director to a proceeding for which the director seeks payment.

**ARTICLE 7  
DISTRIBUTION OF ASSETS ON DISSOLUTION**

Upon dissolution, the Corporation will distribute its assets to its members, or an organization organized for a public or charitable purpose, a religious corporation, the United States, a State, or an organization which is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code those persons whom the Corporation holds itself out as benefiting or serving, or an organization organized for a public or charitable purpose, a religious corporation, the United States, a State, or an organization which is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code.

**ARTICLE 8  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the Corporation's initial registered office and the name of its initial registered agent at that location is:

LAURIE LINN  
2250 NW 22<sup>nd</sup> AVE., SUITE 612  
PORTLAND, OR. 97230

164999998

**ARTICLE 9  
INCORPORATOR**

The name and address of the incorporator is:

KIMBERLY R. BURKLAND PRAY  
CATALYST LAW, LLC  
810 NW MARSHALL ST., #300  
PORTLAND, OR. 97209

**ARTICLE 10  
Mailing Address for Notices**

The mailing address to which notices may be mailed is:

ALLIANCE FOR COFFEE EXCELLENCE, INC.  
ATTN: LAURIE LINN  
2250 NW 22<sup>nd</sup> AVE., SUITE 612  
PORTLAND, OR. 97230

**ARTICLE 11  
Effective Date**

These articles of incorporation will become effective at January 1, 2020.

Dated: February 25, 2020

**Incorporator:**

  
\_\_\_\_\_  
Kimberly R. Burkland Pray

Person to contact about this filing: Kimberly R. Burkland Pray  
Daytime phone number: (503) 207-1711

**SCHEDULE 3.3**

**Bylaws**

**BYLAWS**  
**OF**  
**THE ALLIANCE FOR COFFEE EXCELLENCE, INC.**

**ARTICLE 1**  
**PURPOSES AND POWERS**

**Section 1.1 Purposes.** THE ALLIANCE FOR COFFEE EXCELLENCE, INC. (the “Corporation”) shall be organized and operated exclusively as a charitable business league within the meaning of 501(c)(6) of the Internal Revenue Code. Subject to the foregoing, the Corporation may engage in any lawful activities for which corporations may be organized under Oregon Revised Statutes Chapter 65 (the “Oregon Nonprofit Corporations Act” or the “Act”).

**Section 1.2 Specific Purpose.** The specific purpose for which the corporation is organized is to discover and reward exceptional coffee farmers, create and maintain a transparent trading platform for the benefit of coffee growers, and to exercise all powers as provided under the Act.

**Section 1.3 Restriction Against Restraint of Trade.** The Corporation shall not enter into any agreement or activity that restrains or prevents free and open competition in the coffee industry or among its members.

**Section 1.4 General Powers.** The Corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs.

**ARTICLE 2**  
**MEMBERSHIP**

**Section 2.1 Membership.** There shall be three categories of members in the Corporation: Allied Members, Benefactor Members, and Community Members, and Pioneer Lifetime Members (collectively referred to as “Members”).

(A) **Allied Members and Benefactor Members.** Individuals and companies (collectively referred to as a “person” or “persons”) may become Allied Members or Benefactor Members if they are a part of the coffee supply chain, including but not limited to growers, processors, exporters, suppliers, brokers, or roasters, as well as persons affiliated with the coffee industry, including but not limited to: retailers, technicians, and baristas and/or other fields allied to the coffee industry that the Corporation believes will provide a meaningful contribution to its activities and its greater membership.

(B) **Community Members.** Individuals or companies qualified for an Allied Membership or Benefactor Membership in the Corporation may become a Community Member, as well as non-governmental organizations, government agencies, media organizations, and educational & research institutions and/or other affiliated with the coffee industry that the



Corporation believes will provide a meaningful contribution to its activities and its greater membership.

(C) **Pioneer Lifetime Members.** Individuals or companies named as a Pioneer Lifetime Membership by the Corporation shall automatically be a Pioneer Lifetime Member of this Corporation.

**Section 2.2 Admission:** The criteria and procedures for admission of members are as follows.

(A) All Allied Members, Benefactor Members, and Community Members must register and pay the annual dues and assessments in the amounts determined by the Board of Directors in accordance with Section 2.3.

(B) Pioneer Lifetime Members are required to register but remain exempt from annual dues and assessment in perpetuity.

(C) No person may be admitted as a Member without consent of the person, express or implied.

**Section 2.3 Dues and Assessments.** Annual dues and assessments, as set by the majority of Directors before the end of any fiscal year, shall be paid by each Allied Members, Benefactor Members, or Community Members on or before January 15<sup>th</sup> of each year.

**Section 2.4 Consideration.** The Corporation may admit members for no consideration or for such consideration as is determined by the board.

### ARTICLE 3 MEMBERS' RIGHTS AND OBLIGATIONS

**Section 3.1 Differences in Rights and Obligations of Members.** The four categories of members in the Corporation hold different rights and obligations with respect to voting and all other matters.

(A) **Membership Classes.** The Member categories listed under Section 3.1(A)(1)-(4) may attend any meeting of the Corporation; shall be entitled to vote only on the Board of Directors and for no other matters pertaining to the Corporation; shall be eligible to serve on the Board or as Officers of the Corporation; shall be eligible to serve on any appointed or standing committee; may be appointed to chair any committee; shall be entitled to receive all communications directed to the membership of the Corporation; and shall receive such other benefits as the Board of Directors may determine from time to time.

- (1) Community Members.
- (2) Allied Members
- (3) Benefactor Members
- (4) Pioneer Lifetime Members

**Section 3.2 No Transfers.** No member may transfer a membership or any right arising therefrom.

**Section 3.3 Member's Liability for Dues, Assessments, and Fees.** A member may become liable to the Corporation for dues, assessments, or fees. Nonpayment of dues, assessments, or fees may constitute grounds for expelling or suspending the member or suspending or terminating the membership.

#### **ARTICLE 4 MEMBER RESIGNATION AND TERMINATION**

**Section 4.1 Resignation.** A member may resign at any time, but the resignation of a member does not relieve the member from any obligations the member may have to the Corporation as a result of obligations incurred or commitments made prior to resignation.

**Section 4.2 Termination, Expulsion or Suspension.** Membership may be terminated by the Board of Directors after giving the member at least 15 days written notice by first class or certified mail of the termination and the reasons for the termination, and an opportunity for the member to be heard by the Board, orally or in writing, not less than five days before the effective date of the termination. The decision of the Board shall be final and shall not be reviewable by any court.

#### **ARTICLE 5 MEMBERSHIP MEETINGS AND ACTION WITHOUT MEETINGS**

**Section 5.1 Annual Meetings.**

(A) The Corporation shall hold a membership meeting annually at a time fixed by the Board of Directors.

(B) Annual membership meetings may be held in or out of the State of Oregon at the Corporation's principal office or at any other place fixed by the Board of Directors.

(C) At the annual meeting:

(1) the Chair, and any other officer the Board of Directors or the Chair may designate, will report on the activities and financial condition of the Corporation;

(2) the Secretary, and any other officer the Board of Directors or the Chair may designate, will report on the outcome of the annual election of Directors taken by written ballot consistent with the requirements of Section 5.6; and

(3) the Members will consider and act upon such other matters as may be raised consistent with the notice requirements of Section 5.4.

(D) The failure to hold an annual meeting does not affect the validity of any corporate action.

**Section 5.2 Special Meeting.** The Corporation shall hold a special meeting of Members solely at the call of the Board of Directors.

(A) Special meetings of Members may be held in or out of the State of Oregon at the Corporation's principal office or at any other place fixed by the Board of Directors.

(B) Only matters within the purpose or purposes described in the meeting notice required by Section 5.4 may be conducted at a special meeting of Members.

**Section 5.3 Action Without Meeting.** Any action required or permitted by the Act to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken or so taken, shall be signed by all the Members.

**Section 5.4 Notice of Meeting.** Notice of all meetings of the Members shall be given to each Member in a fair and reasonable manner at the last address of record, by U.S. first class mail or certified mail, at least seven days before the meeting, or by means other than U.S. first class mail, including electronic mail ("e-mail") at least 30 but no more than 60 days before the meeting. The notice shall include the place, date, time, and purpose each annual or special meeting of Members.

**Section 5.5 Record Date.** The Board of Directors shall fix a future date as the record date in order to determine the Members entitled to notice of a members' meeting, to demand a special meeting, to vote or to take any other lawful action.

**Section 5.6 Action by Written Ballot.**

(A) Any action which may be taken at any annual or special meeting of Members may be taken without a meeting if the Corporation delivers a written ballot to every Member entitled to vote on the matter.

(B) A written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(C) Approval by written ballot pursuant to this Section 5.6 will be valid only when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(D) All solicitations for votes by written ballot must indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify a reasonable time by which a ballot must be received by the Corporation in order to be counted.

(E) A written ballot may not be revoked.

## ARTICLE 6 MEMBERS' VOTING

**Section 6.1 Members' List for Meeting.** The Corporation will prepare an alphabetical list of the names, addresses and membership dates of all its members, categorized by type, annually.

**Section 6.2 Voting Entitlement of Members.** Each Member is entitled to one vote for each open Director position on the Board at the annual meeting or by written ballot. Members are not entitled to vote on any other matters.

**Section 6.3 Proxy Voting.** There shall be no voting by proxy.

**Section 6.4 Quorum and Voting.** Those votes represented at a meeting of Members will constitute a quorum. A majority vote of the Members voting is the act of the Members.

## ARTICLE 7 BOARD OF DIRECTORS

**Section 7.1 Duties of Board.** All corporate powers will be exercised by or under the authority of, and the affairs of the Corporation managed under the direction of, the Board of Directors.

**Section 7.2 Number of Directors.** The Corporation will have a variable-range size Board of Directors. The minimum number of directors shall be seven (7) and the maximum number of directors shall be 13. The number of directors may be fixed or changed periodically, within the minimum and maximum, by the members or the Board of Directors.

**Section 7.3 Elections.** All the directors, except the initial directors, will be elected at the first annual meeting of members, and at each annual meeting thereafter.

**Section 7.4 Terms of Directors Generally.** Except for the initial adjustments of shorter terms needed to create staggered terms, the term of office of each director shall be three years. Directors may be elected for only two successive terms. The cumulative terms of directors may not exceed nine years.

**Section 7.5 Staggered Terms for Directors.** The Board shall make provisions to stagger the terms of Directors so that each year the terms of are as close to one-third of the Directors shall expire.

**Section 7.6 Resignation of Directors.** A director may resign at any time by delivering written notice to the Board of Directors, its presiding officer or to the Chair or Secretary.

**Section 7.7 Removal of Directors.** A director may be removed with or without cause by the vote of two-thirds of the Directors then in office.

**Section 7.8 Vacancy on Board.** If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, the members entitled to vote for Directors may fill the vacancy; the Board of Directors may fill the vacancy; or if the Directors

remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

**Section 7.9 No Salary.** Directors shall not receive salaries for their Board service but may be reimbursed for expenses related to Board service.

## ARTICLE 8 MEETINGS AND ACTION OF BOARD

**Section 8.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. No other notice of the date, time, place, or purpose of these meetings shall be required.

**Section 8.2 Special Meetings.** Special meetings of the Board of Directors shall be held at the time and place to be determined by the Board of Directors. Notice of such meetings, describing the date, time, place, and purpose of the meeting, shall be delivered to each Director personally or by telephone or by mail (including electronic mail) not less than two days prior to the special meeting.

**Section 8.3 Alternative Meeting Venue.** Any regular or special meeting of the Board of Directors may be conducted through use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting.

**Section 8.4 Action Without Meeting.**

(A) Action required or permitted by the Act to be taken at the Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken.

(B) Action taken under this Section 8.4 is effective when the last director signs the consent, unless the consent specifies an earlier or later effective date.

(C) A consent signed under this Section 8.4 has the effect of a meeting vote and may be described as such in any document.

**Section 8.5 Quorum and Actions.** A quorum at a Board meeting shall be a majority of the number of Directors prescribed by the Board, or if no number is prescribed, a majority of the number in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of the Directors present, except as otherwise provided by these Bylaws. Where the law requires a majority vote of the Directors in office to establish committees to exercise Board functions, to amend the Articles of Incorporation, to sell assets not in the regular course of business, to merge, or to dissolve, or for other matters, such action shall be taken by that majority as required by law.

## **Section 8.6 Committees.**

(A) **Executive Committee.** The Board of Directors may elect an Executive Committee. The Executive Committee shall have the authority to make on-going business decisions between Board meetings and shall have the authority to make financial and budgetary decisions.

(B) **Other Committees.** The Board of Directors may establish such other committees as it deems necessary and desirable. Such committees may exercise the authority of the Board of Directors or may be advisory committees.

(C) **Composition of Committees Exercising Board Authority.** Any committee that may exercise any authority of the Board of Directors shall be composed of two or more Directors, elected by the Board of Directors by a majority vote of the Directors prescribed by the Board, or if no number is prescribed, of all Directors then in office.

(D) **Quorum and Action.** A quorum at a committee meeting exercising Board authority shall be a majority of all committee members in office immediately before the meeting begins. If a quorum is present, action is taken by a majority vote of committee members present.

(E) **Limitations on the Powers of Committees.** No committee may authorize payment of a dividend or any part of the income or profit of the corporation to its Directors or Officers; may approve dissolution, merger, or the sale, pledge, or transfer of all or substantially all of the corporation's assets; may elect, appoint, or remove Directors or fill vacancies on the Board or on any of its committees; nor may adopt, amend, or repeal the Articles of Incorporation, these Bylaws, or any resolution by the Board of Directors.

## **ARTICLE 9 OFFICERS, AGENTS, AND EMPLOYEES**

**Section 9.1 Titles.** The Officers of this corporation shall be the Chair, Secretary, Treasurer, and such other Officers as may be designated pursuant to Section 9.4 of this Article.

**Section 9.2 Election.** The Board of Directors shall elect the Officers to serve two-year terms. An Officer may be reelected without limitation on the number of terms the Officer may serve.

### **Section 9.3 Resignation and Removal.**

(A) An officer may resign at any time by delivering notice to the Corporation. If a resignation is made effective at a later date and the Corporation accepts the later effective date, the Board of Directors may fill the pending vacancy before the effective date if the board or any other person provides that the successor does not take office until the effective date.

(B) The Board of Directors may remove any officer the board or any other person is entitled to elect or appoint, at any time with or without cause.

(C) Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board of Directors.

**Section 9.4 Vacancy.** A vacancy in any office shall be filled not later than the first regular meeting of the Board of Directors following the vacancy.

**Section 9.5 Other Officers.** The Board of Directors may elect or appoint other officers, agents, and employees as it shall deem necessary and desirable. Any such officers, agents, or employees shall hold their offices for such terms and have such authority and perform such duties as shall be determined by the Board of Directors.

**Section 9.6 Chair.** The Chair shall be the chief officer of the corporation and shall act as Chair of the Board and Member of the Executive Committee. The Chair shall have any other powers and duties as may be prescribed by the Board of Directors.

**Section 9.7 Vice Chair.** The Vice Chair shall serve as an active member of the Executive Committee. In the absence or disability of the Chair, the Vice Chair shall perform these powers and duties. Each Vice Chair shall have such other powers and perform such other duties as the Directors shall from time to time designate.

**Section 9.8 Secretary.** The Secretary shall have overall responsibility for all recordkeeping and shall serve as an active member of the Executive Committee. The Secretary shall perform, or cause to be performed, the following duties:

- (A) Official recording of the minutes of all proceedings of the Board of Directors meetings and actions;
- (B) Provision for notice of all meetings of the Board of Directors;
- (C) Authentication of the records of the corporation; and
- (D) Any other duties as may be prescribed by the Board of Directors.

**Section 9.9 Treasurer.** The Treasurer shall have overall responsibility for all corporate funds and shall serve as an active member of the Executive Committee. The Treasurer shall perform, or cause to be performed, the following duties:

- (A) Keep full and accurate accounts of all financial records of the corporation;
- (B) Deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors;
- (C) Disburse all funds when proper to do so;
- (D) Make financial reports as to the financial condition of the corporation to the Board of Directors; and
- (E) any other duties as may be prescribed by the Board of Directors.

**ARTICLE 10  
INDEMNIFICATION**

This corporation will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to an action, suit, or other proceeding, by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act (or its corresponding future statute) with respect to any employee benefit plan of the corporation. No amendment to this Article that limits the corporation's obligation to indemnify any person shall have any effect on the corporation's obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person. The corporation shall interpret this indemnification provision to extend to all persons covered by its provisions the most liberal possible indemnification – substantively, procedurally, and otherwise.

**ARTICLE 11  
AMENDMENTS TO ARTICLES  
OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and Bylaws may be amended by the Board of Directors by a majority vote of the Directors present, if a quorum is present. Prior to the adoption of the amendment, each Director shall be given at least two days' notice of the date, time, and place of the meeting at which the proposed amendment is to be considered, and the notice shall state that one of the purposes of the meeting is to consider a proposed amendment to the Articles of Incorporation and/or Bylaws and shall contain a copy of the proposed amendment.

**ARTICLE 12  
DEFINITIONS**

All terms used in these Bylaws that are defined in the Oregon Nonprofit Corporation Act will have the meanings ascribed to them in the Oregon Nonprofit Corporation Act.

These Bylaws were adopted by the Board of  
Directors of THE ALLIANCE FOR COFFEE  
EXCELLENCE, INC. and are effective as of  
February 28, 2020.



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Paul Stewart, Secretary