

**AGREEMENT AND PLAN OF MERGER
OF
WILLIMANTIC FOOD CO-OP, INC.
WITH AND INTO
WILLIMANTIC FOOD COOPERATIVE**

Text of Agreement	Explanation
<p>This Agreement and Plan of Merger (this “Agreement”) is made and entered into as of [date to be determined during Q4 2023, within 90 days of January 1, 2024] by and among Willimantic Food Co-op, Inc., a Connecticut nonstock corporation (the “Original Corp”), and Willimantic Food Cooperative, a Connecticut cooperative corporation (“New Cooperative”).</p> <p>WHEREAS, the board of directors of New Cooperative has determined that this Agreement and the transactions contemplated by this Agreement are advisable and fair to, and in the best interests of, New Cooperative and its sole shareholder, the Original Corp;</p> <p>WHEREAS, the board of directors of the Original Corp has determined that this Agreement and the transactions contemplated hereby are advisable and fair to, and in the best interests of, the Original Corp and its members;</p> <p>WHEREAS, the members of the Original Corp have approved and adopted the terms of this Agreement pursuant to Sections 33-1074 and 33-1156 of the Connecticut Revised Nonstock Corporation Act (the “Nonstock Corporation Act”) and in accordance with the bylaws of the Original Corp; and</p> <p>WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Original Corp, in accordance with the Nonstock Corporation Act, the Connecticut Business Corporation Act (the “Business Corporation Act”), including Chapter 595, as amended (the “Cooperative Associations Statutes”), will merge with and into New Cooperative, resulting with New Cooperative as the surviving entity and the separate legal existence of the Original Corp ceasing to exist.</p>	<p>The agreement will be dated within 90 days of January 1, 2024 to conform with CT State law.</p> <p>The Board believes it is best for WFC and its members to become the true cooperative that is being created by WFC Directors as “Willimantic Food Cooperative.” The Board of the new Cooperative will consist of the same Directors as the existing WFC Inc.</p> <p>This is what the vote is determining.</p> <p>After the two merge as of January 1, 2024, the Willimantic Food Cooperative - a true cooperative under CT law - will continue, and WFC Inc. will end (see item 1).</p>

NOW, THEREFORE, New Cooperative and the Original Corp hereby agree upon and adopt this Agreement.

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 33-815 and 33-818 of the Business Corporation Act and Section 33-1156 of the Nonstock Corporation Act, the Original Corp shall be merged with and into New Cooperative on the Effective Date (as defined in Section 2 below) (the “**Merger**”). Following the Effective Date, the separate legal existence of the Original Corp shall cease and New Cooperative shall be the surviving entity. New Cooperative, in its capacity as the surviving corporation, shall sometimes be referred to herein as the “**Surviving Company**.”

2. State Filings; Effective Date. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger in substantially the form attached hereto as Exhibit A (the “**Certificate of Merger**”) complying with Section 33-819 of the Business Corporation Act and Section 33-1157 of the Nonstock Corporation Act with the Secretary of State of the State of Connecticut with respect to the Merger. The Merger shall become effective at 12:00am upon the 1st of January, 2024 (the “**Effective Date**”).

3. Effect of Merger. From and after the Effective Date, (a) all of the properties, assets, rights, privileges, powers, franchises and immunities of the Original Corp shall vest in New Cooperative, as the Surviving Company; and (b) all of the debts, liabilities, obligations and duties of the Original Corp shall become the debts, liabilities, obligations and duties of New Cooperative, as the Surviving Company.

4. Organizational Documents. From and after the Effective Date, the Articles of Association of New Cooperative (the “**Articles of Association**”) and the Bylaws of New Cooperative (the “**Bylaws**”), as in effect on the Effective Date, shall be the Articles of Association and Bylaws of the Surviving Company and shall not be amended by the Merger.

5. Directors and Officers of Surviving Company. From and after the Effective Date, the directors and officers of the New Cooperative immediately prior to the Effective Date shall be the directors and officers of the Surviving Company and shall continue in

2: The change from WFC to the new Willimantic Food Cooperative takes effect January 1, 2024. This is to minimize messy tax filing under two identities within the same year.

3: All assets and debts will shift to Willimantic Food Cooperative.

4: The new bylaws developed for Willimantic Food Cooperative and presented to members during 22-23 will take effect with the merger.

5: The new Cooperative’s directors will all be member-elected WFC Inc. directors.

office for their current terms in accordance with the Articles of Association and Bylaws of New Cooperative.

6. Conversion of Memberships. On the Effective Date, all members of, and their respective memberships in, the Original Corp prior to the Merger shall be converted into cooperative memberships of New Cooperative, as such New Cooperative memberships are described in the Bylaws.

7. Further Assurances. The parties hereto agree to (a) furnish upon request to each other such information, (b) execute and deliver to each other such other documents and (c) do such other acts and things, all as the other party may reasonably request for the purpose of effectuating the intent of this Agreement and any documents executed pursuant hereto or in connection herewith or of complying with any applicable laws.

8. Entire Agreement. This Agreement, together with the Certificate of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or

6: On January 1, 2024 all WFC members will become the members of Willimantic Food Cooperative with the same equity share we already owned in WFC, whether fully or partially paid, and the same voting rights.

Remaining sections 7-13 are standard language to ensure the agreement is and remains valid.

unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflicts of laws.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

The agreement will be signed by one representative of each of WFC and the new Willimantic Food Cooperative