# AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF FIDDLEHEADS NATURAL FOODS COOPERATIVE, INC.

Under the Connecticut Cooperative Associations Act, Chapter 595 of the Connecticut General Statutes (and together with the Connecticut Business Corporation Act, Chapter 601 of the Connecticut General Statutes, as each may hereafter be revised or replaced, collectively the "Act"):

1. Name. The name of the cooperative corporation is Fiddleheads Natural Foods Cooperative, Inc. (the "Cooperative").

2. Purpose. The Cooperative is formed to carry on trade and any lawful mercantile, mechanical, manufacturing or agricultural business activities, to supply and furnish to its members and patrons such goods and services as the members may require, and to engage in any lawful business for which a cooperative may be formed under the Act.

3. Place of Business. The Cooperative shall carry on its business at 13 Broad Street, New London, CT 06320.

4. Shares; Terms, limitations, Rights and Preferences.

(a) Authorized Capital. The authorized capital stock of the Cooperative shall consist of Fifteen Thousand (15,000) shares of Class A voting common stock and Five Thousand (5,000) shares of preferred stock. Each share of Class A voting common stock shall have a par value of $25.00.

(b) Terms of Stock Generally. No share or stock shall be issued for less than its par value, nor until the same has been paid for in cash or its equivalent, and each share of stock shall be paid for at such time and in such manner as the Board of Directors of the Cooperative shall require. The Cooperative shall have a prior lien on the outstanding stock for any indebtedness due it. Stock shall not be sold or transferred except back to the Cooperative with the consent and approval of the Board of Directors. Capital stock shall be subject to redemption at the discretion of the Board of Directors and as provided by law, these Articles of Association and by the Bylaws of the Cooperative. Any redemption of stock is subject to the requirement that at the time of redemption the total amount of stock remaining outstanding after deduction of the amount of stock redeemed, plus the permanent reserve of this cooperative, shall at least equal the total liabilities of the Cooperative. The capital stock of this cooperative shall be non-assessable.

(c) Blank-Check Preferred Stock; Reclassification. The Board of Directors is hereby expressly authorized, without shareholder approval, to (i) classify any unissued shares into one or more classes or into one or more series within a class; (ii) reclassify any unissued shares of any class into one or more classes or into one or more series within one or more classes; (iii) reclassify any unissued shares of any series of any class into one or more classes or into one or more series within a class or (iv) to provide, out of the unissued shares of preferred stock, for one or more classes or series of preferred stock and, with respect to each such classes or series, to fix the number of shares constituting such classes or series and the designation of such classes

or series, the voting powers, if any, of the shares of such classes or series, and the preferences and relative, participating, optional, or other special rights, if any, and any qualifications, limitations, or restrictions thereof, of the shares of such classes or series. The powers, preferences, and relative, participating, optional, and other special rights of each class or series of preferred stock, and the qualifications, limitations, or restrictions thereof, if any, may differ from those of any and all other classes and series at any time outstanding. Such shares shall be redeemable or convertible at the option of the Cooperative, the member, or another person or upon the occurrence of a specified event, for: (x) cash, indebtedness, securities other property, and (y) at prices and in amounts specified or determined in accordance with a formula.

5. Membership.

(a) Membership Qualifications. Membership shall in the Cooperative shall be limited to those who hold such number of shares of common stock as may be prescribed by the Board of Directors from time to time and otherwise meet the qualifications of membership that may be set forth in the Bylaws or prescribed by the Board of Directors. Membership may be revoked in the manner set forth in the Bylaws.

(b) Member Voting Rights. Except to the extent otherwise provided in these Articles of Association, only members may vote on any matter coming before the members and shareholders of the Cooperative. Each member shall be entitled to one vote on each such matter, irrespective of the number of shares of capital stock held by such member. Any action required or permitted by any provision of the Act, to be taken at a members' meeting may be taken without a meeting, and without prior notice, if consents in writing setting forth the action so taken are signed by the members having not less than the minimum number of votes that would be required to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted.

(c) Quorum. Unless a higher amount is set forth in the Bylaws, the members entitled to vote on a matter who are present at a meeting of the members, either in person or by proxy, constitute a quorum for action on that matter.

6. Distributions. There shall be distributions of the profits or surplus of the Cooperative among the members as prescribed by the Bylaws. The Board of Directors of the Cooperative may declare a sum of not more than forty per cent of the net profits or surplus to be appropriated for a contingent or sinking fund, an unallocated reserve fund or a collective account as may be prescribed in the Cooperative's Bylaws.

7. Incorporators. The names and addresses of the incorporators of the Cooperative are: Colleen Brower, 63 William Street, Pawcatuck, CT 06379; Anne-Marie Chapman, 9 McGrath Court, Stonington, CT 06378; Elizabeth H. Archer, 368 Mistuxet Avenue, Stonington, CT 06378; Stafford McLean, 368 Mistuxet Avenue, Stonington, CT 06378; Michael Rosenkrantz, 154 Broad Street, New London, CT 06320; Amy Sarcia, 68 River Road, Pawcatuck, CT 06379; and Susan Weiss, 13 Center Street, Noank, CT 06340.

8. Limitation of Liability of Directors to the Cooperative. To the fullest extent that the Act or any other law of the State of Connecticut, as in effect on the date of this Articles of Association or as hereafter amended, permits the limitation or elimination of the personal liability of a Director of the Cooperative to the Cooperative, no Director shall be liable to the

Cooperative for money damages for breach of duty as a Director. No repeal, modification or amendment of this Section 8 shall adversely affect any right or protection of a Director of the Cooperative existing at the time of such repeal or modification. The provisions of this Section 8 are set forth in this Articles of Association pursuant to the authority contained in subdivision (4) of subsection (b) of Section 33-636 of the Act and are intended to limit the liability of Directors of the Cooperative to the greatest extent now or hereafter permitted under the laws of the State of Connecticut.

9. Indemnification of Directors and Officers; Prepayment of Expenses.

(a) Right to Indemnification. The Cooperative shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnitee") who was or is made or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is a legal representative, is or was a Director or officer of the Cooperative, or while a Director or officer of the Cooperative, is or was serving at the request of the Cooperative as a director, trustee, officer, employee or agent of another corporation, or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability (as defined in Section 33-770 of the Act) and loss suffered by such Indemnitee and all reasonable expenses (as defined by Section 33-601 of the Act) incurred by such Indemnitee for any action taken, or any failure to take any action, by the Indemnitee. Notwithstanding the preceding sentence, except as otherwise provided in Section 9(c), the Cooperative shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors of the Cooperative.

(b) Prepayment of Expenses. Subject to the last sentence of Section 9(a), the Cooperative shall pay the expenses (as defined by Section 33-601 of the Act) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of (1) a written affirmation of the Indemnitee as required under Section 33-773 of the Act and (2) an undertaking by the Indemnitee to repay all amounts advanced if it should be ultimately determined that the Indemnitee is not entitled to be indemnified under this Section 7 or otherwise.

(c) Claims. Subject to the last sentence of Section 9(a), if a claim for indemnification or payment of expenses under this Section 7 is not paid in full within sixty (60) days after a written claim therefor by the Indemnitee has been received by the Cooperative, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action, the Cooperative shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

(d) Nonexclusivity of Rights. The rights conferred on any Indemnitee by this Section 9 shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under this Articles of Association or any statute, agreement, bylaw, vote of disinterested Directors or otherwise.

(e) Other Sources. The Cooperative's obligation, if any, to indemnify or to advance expenses to any Indemnitee who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such Indemnitee may collect as indemnification or advancement of expenses from such other corporation, partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity.

(f) Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Section 7 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification.

(g) Other Indemnification and Prepayment of Expenses; Employees. This Section 9 shall not limit the right of the Cooperative, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Indemnitees when and as authorized by appropriate corporate action. Without limiting the effect of the foregoing sentence, the Cooperative may, if specifically authorized by the Board of Directors of the Cooperative, indemnify and advance expenses to any person who is made a party to or is otherwise involved in a proceeding by reason of the fact that he or she, or a person for whom he or she is a legal representative, is or was an employee of the Cooperative, or while an employee of the Cooperative, is or was serving at the request of the Cooperative as a director, trustee, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability (as defined in Section 33-770 of the Act) and loss suffered by such employee and all reasonable expenses (as defined in Section 33-601 of the Act) incurred by such employee for any action taken, or any failure to take any action, by such employee, to the greatest extent permitted by applicable law.

(h) Interpretation. The provisions of this Section 9 are set forth in this Articles of Association pursuant to the authority contained in subdivision (5) of subsection (b) of Section 33-636 of the Act and are intended to expand the scope of, and make obligatory on the Cooperative, the indemnification of Directors and officers of the Cooperative to the greatest extent now or hereafter permitted under the laws of the State of Connecticut, and to make permissible for the Cooperative the indemnification of employees to the greatest extent permitted by applicable law.

10. Liquidation. In the event of the liquidation, dissolution or winding up of the affairs of the Cooperative, whether voluntary or involuntary, after paying or providing for the payment of all debts as provided by law and the retirement of all outstanding stock senior to the Class A Voting Common Stock, the holder of written notices of allocation will be entitled to receive an amount in cash equal to the stated amount of such written notices of allocation. The holders of written notices of allocation shall not be entitled to receive any further distributions with respect to such interests.

Thereafter, each Member will be entitled to receive an amount in cash equal to each of the following in this order: (a) the payment of any unpaid sums in their capital account; (b) the return of their Membership Fee and any other capital contributions actually made; and (c) the return of the amount paid for their Class A Member Voting Stock, not to include any annual membership dues or other fees. All of the remaining balance of the assets of the Cooperative will be distributed among Members on an equitable basis based on the value of business done

with the Cooperative during the ten fiscal years immediately preceding dissolution, as shown by the books and records of the Cooperative, or by such other equitable method as the Board may determine at that time.

11. NAICS. Solely for purposes of the Secretary of State's records, the Cooperative's NAICS Code is 445110.

12. Electronic Mail Address. The Cooperative's electronic mail address is accounts@fiddleheadsfood.coop.