

CLOSING ITEM NO.: C-1

GENERAL CERTIFICATE

OF

RED BARN MEATS, INC.

This certificate is made in connection with the execution by Red Barn Meats, Inc. (the “Company”) of a lease agreement dated as of September 1, 2024 (the “Lease Agreement”) by and between the Company and the Agency (as hereinafter defined), the Underlying Lease, the License to Agency, the Memorandum of Underlying Lease, the Bill of Sale to Agency, the Memorandum of Lease Agreement, the Payment in Lieu of Tax Agreement, the Uniform Agency Project Agreement, the Section 875 GML Recapture Agreement, (as each of said documents is defined in the Lease Agreement) and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the “Company Documents”) in connection with the undertaking by County of Lewis Industrial Development Agency (the “Agency”), a public benefit corporation created pursuant to Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 62 of the 1973 Laws of New York, as amended, constituting Section 902-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”), of a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in approximately 1.87 acres of land located at 9095 Briot Road (tax map number 147.00-01-18.210) and 9097 Briot Road (tax map number 147.00-01-18.100) in the Town of New Bremen, Lewis County, New York (collectively, the “Land”), together with three (3) existing buildings totaling approximately 5,624 square feet located thereon (collectively, the “Existing Facility”), (2) the renovation of the Existing Facility and the construction on the Land of an approximately 6,020 square foot facility (the “New Facility” and collectively with the Existing Facility, the “Facility”) and (3) the acquisition and installation of various machinery and equipment therein and thereon (the “Equipment”) (the Land, the Facility and the Equipment hereinafter referred to as the “Project Facility”), all of the foregoing to be owned by the Company to be operated as a processing facility for the harvesting, processing and packaging of various meat products and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED OFFICER OF THE COMPANY HEREBY CERTIFIES THAT:

1. I am an officer of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a business corporation under the laws of the State of New York, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the certificate of incorporation of the Company, together with all amendments thereto, certified by the State of New York Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the by-laws of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of a certificate of good standing relating to the Company from the State of New York Department of State, Corporations Unit.

6. Attached hereto as Exhibit D is a true, correct and complete copy of the resolution of the members of the Company (the "Company Resolution") approving and authorizing execution and delivery of the Company Documents. Such Company Resolution was duly adopted by the members of the Company, has not been amended or modified since its adoption and is in full force and effect on the date of this certificate in accordance with its terms.

7. Attached hereto as Exhibit E is a list of all material pending litigation relating to the Company. Except as set forth in Exhibit E, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the Company, (nor to the best of our knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Company Resolution, (B) the validity or the enforceability of the Company Resolution or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

8. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Lease Agreement.

9. There are no Liens against or overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

10. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

11. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do not and will not (A) violate the Company's certificate of incorporation or by-laws, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

12. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

13. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

14. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

15. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by an authorized officer of the Company; the signature of said officer thereon is the genuine signature of said officer; and said executed Company Documents are in substantially the same form as the forms thereof presented to the officers of the Company and approved by the Company Resolution.

16. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

17. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

18. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

IN WITNESS WHEREOF, the undersigned has set his signature as an authorized officer of the Company this 27th day of September, 2024.

RED BARN MEATS, INC.

BY: 
Authorized Officer

The undersigned, Timothy A. Farley, counsel to the Company, hereby certifies that the signature of the officer of the Company subscribed to and contained in the foregoing General Certificate of the Company is true and genuine.



Timothy A. Farley

EXHIBIT A

CERTIFICATE OF INCORPORATION OF THE COMPANY

Exhibit "A"

CERTIFICATE OF INCORPORATION OF RED BARN MEATS, INC.

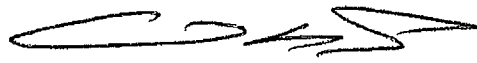
Under Section 402 of the Business Corporation Law

The undersigned, a natural person of the age of eighteen years or over acting as the incorporator of a corporation pursuant to the New York Business Corporation Law, hereby adopts the following certificate for this corporation:

- FIRST:** The name of the corporation is: Red Barn Meats, Inc. (the "Corporation").
- SECOND:** The Corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
- THIRD:** The County, within this state, in which the office of the Corporation is to be located is: LEWIS.
- FOURTH:** The total number of shares which the Corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are: 200 No Par Value.
- FIFTH:** The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

The Corporation
10702 Harris Road
Carthage, New York 13619

Incorporator:



David B. Thurston, Esq.
100 Genesee Street, Suite 7
Auburn, New York 13021
(315) 252-5840 phone

Dated: May 30, 2012

**CERTIFICATE OF INCORPORATION
OF
RED BARN MEATS, INC.**

Under Section 402 of the Business Corporation Law

Filed by:

David B. Thurston, Esq.
100 Genesee Street, Suite 7
Auburn, New York 13021
(315) 252-5840

FILING RECEIPT

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ENTITY NAME: RED BARN MEATS, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: LEWI

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FILED:05/31/2012 DURATION:PERPETUAL CASH#:120531000328 FILM #:120531000308

FILER:

EXIST DATE

DAVID B THURSTON ESQ
100 GENESEE STREET SUITE 7

05/31/2012

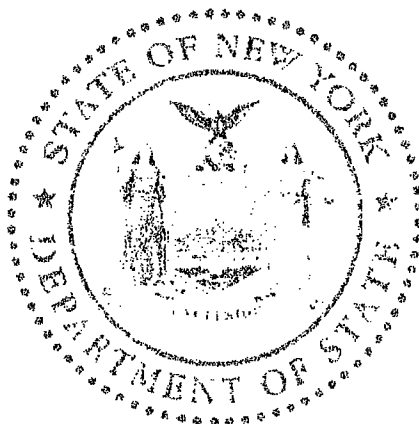
AUBURN, NY 13021

ADDRESS FOR PROCESS:

THE CORPORATION
10702 HARRIS ROAD
CARTHAGE, NY 13619

REGISTERED AGENT:

STOCK: 200 NPV



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SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

FEEs 170.00

FILING 125.00
TAX 10.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 170.00

CASH 0.00
CHECK 0.00
CHARGE 170.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00



INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

REDBARN MEATS, INC.

A Real Corporation with Registered Office in the City of New York

The Owners That
 JORDAN R. BRANDT and
 RACHEL B. BRANDT, as TEN ENT

is the owners of
 fully paid and

non-assessable Shares of the above Corporation transferable only in the
 books of the Corporation by the holder hereof in person or by duly authorized
 Attorney upon surrender of this Certificate properly endorsed.

And Whereas Whereof, the said Corporation has issued this Certificate to be signed
 by its duly authorized officers and to be sealed with the Seal of the Corporation.

Dated June 12, 2012

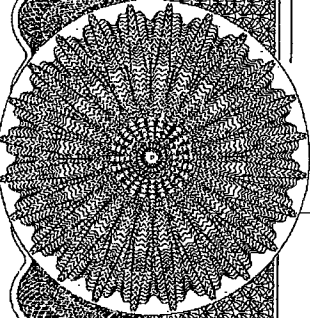


Exhibit "C"

EXHIBIT B
BY-LAWS OF THE COMPANY

Exhibit "B"

CORPORATE BYLAWS

of

RED BARN MEATS, INC.

**A BUSINESS CORPORATION
FORMED UNDER THE LAWS OF THE
STATE OF NEW YORK**

dated June 12, 2012

THE THURSTON LAW OFFICE, P.C.

Attorneys and Counselors at Law

100 Genesee Street, Suite 7

Auburn, New York 13021

Telephone 315-252-5840

Fax 315-252-1754

www.thurstonlawoffice.com

CORPORATE BYLAWS
of
RED BARN MEATS, INC.

Article I
Shareholders' Meetings

1.1 *Annual Meeting.* The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before it shall be held at the principal office of the Corporation in Carthage, New York, or at such place within or without the State of New York as shall be set forth in the notice of meeting. The meeting shall be held on the first business Monday of January of each and every year, at 10:00 a.m. The Secretary shall give personally or by mail, not less than ten nor more than fifty days before the date of the meeting to each shareholder entitled to vote at such meeting, written notice stating the place, date and hour of the meeting. If mailed, the notice shall be addressed to the shareholder at his or her address as it appears on the record of shareholders of the Corporation unless he or she shall have filed with the Secretary of the Corporation a written request that notices be mailed to a different address, in which case it shall be mailed to the address designated in the request. Any notice of meetings may be waived by a shareholder by submitting a signed waiver either before or after the meeting, or by attendance at the meeting.

1.2 *Special Meeting.* Special meetings of shareholders, other than those regulated by statute, may be called at any time by a majority of the directors or the President, and must be called by the President upon written request if the holders of ten percent of the outstanding shares entitled to vote at such special meeting. Written notice of such meetings stating the place within or without the State of New York, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given not less than ten nor more than fifty days before the date set for the meeting. The notice shall be given to each shareholder of record in the same manner as notice of the annual meeting. No business other than that specified in the notice of meeting shall be transacted at any such special meeting. Notice of special meeting may be waived by submitting a signed waiver or by attendance at the meeting.

1.3 *Quorum.* The presence, in person or by proxy, of the holders of a majority of the outstanding shares entitled to vote thereat shall be necessary to constitute a quorum for the transaction of business at all meetings of shareholders, except at special meetings for the election of directors held pursuant to Section 603 of the Business Corporation Law of the State of New York. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting to a future date at which a quorum shall be present or represented. At such adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally called.

1.4 *Record Date.* The directors may fix in advance a date not less than ten nor more than fifty days, prior to the date of any meeting of the shareholders or prior to the last day on which the consent or dissent of or action by the shareholders may be effectively expressed for any purpose without a meeting, as the record date for the determination of shareholders.

1.5 *Voting.* A shareholder entitled to vote at a meeting may vote at such meeting in person or by proxy. Except as otherwise provided by law or the Certificate of Incorporation,

every shareholder shall be entitled to one vote for each share standing in his or her name on the record of shareholders. Except as herein or in the Certificate of Incorporation or in the Business Corporation Law of the State of New York otherwise provided, all corporate action shall be determined by vote of a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

1.6 *Proxies.* Every proxy must be dated and signed by the shareholder or by his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless otherwise provided therein. Every proxy shall be revocable at the pleasure of the shareholder executing it, except where an irrevocable proxy is permitted by statute.

1.7 *Action without a meeting.* Any action which may be authorized or taken at a meeting of the shareholders may be authorized or taken without a meeting in a writing or writings signed by all of the shareholders, which writing or writings shall be filed with or entered upon the records of the Corporation. A telegram, telex, cablegram, or similar transmission by a member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a shareholder, shall be regarded as signed by the directors for purposes of this Section.

1.8 *Telephonic Participation in Meetings.* Shareholders may participate in any meeting through telephonic or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting.

Article II Directors

2.1 *Number and qualifications.* The entire Board of Directors shall consist of two persons, all of whom shall be of full age, unless the shares of the Corporation are owned by less than two shareholders, in which instance the number of directors shall equal the number of shareholders. The directors need not be shareholders of the Corporation. The number of directors may be changed by an amendment to the Bylaws, adopted by the shareholders.

2.2 *Manner of election.* The directors shall be elected at the annual meeting of shareholders by a plurality vote except as otherwise prescribed by statute.

2.3 *Term of office.* The term of office of each director shall be until the next annual meeting of the shareholders and until his or her successor has been duly elected and has qualified.

2.4 *Duties and powers.* The Board of Directors shall have control and management of the affairs and business of the Corporation. The directors shall in all cases act as a Board, regularly convened, and, in the transaction of business the act of a majority present at a meeting except as otherwise provided by law or the Certificate of Incorporation shall be the act of the Board, provided a quorum is present. The directors may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation as they may deem proper, not inconsistent with law or these Bylaws.

2.5 *Meetings.* The Board of Directors shall meet for the election or appointment of officers and for the transaction of any other business as soon as practicable after the adjournment of the annual meeting of the shareholders, and other regular meetings of the Board shall be held at such times as the Board may from time to time determine.

Special meetings of the Board of Directors may be called by the President at any time; and he must, upon the written request of any two directors, call a special meeting to be held not more than seven days after the receipt of such request.

2.6 *Notice of meetings.* No notice need be given of any regular meeting of the Board. Notice of special meetings shall be served upon each director in person or by mail addressed to him at his last-known post office address, at least two days prior to the date of such meeting, specifying the time and place of the meeting and the business to be transacted thereat. At any meeting at which all of the directors shall be present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.

2.7 *Place of meeting.* The Board of Directors may hold its meeting either within or without the State of New York, at such place as may be designated in the notice of any such meeting.

2.8 *Quorum.* At any meeting of the Board of Directors, the presence of a majority of the Board shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a lesser number may adjourn the meeting to some further time, not more than seven days later.

2.9 *Voting.* At all meetings of the Board of Directors, each director shall have one vote irrespective of the number of shares that he may hold.

2.10 *Action without a meeting.* Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the directors, which writing or writings shall be filed with or entered upon the records of the Corporation. A telegram, telex, cablegram, or similar transmission by a member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a manager, shall be regarded as signed by the directors for purposes of this Section.

2.11 *Telephonic Participation in Meetings.* Directors may participate in any meeting through telephonic or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting.

2.12 *Compensation.* Each director shall be entitled to receive for attendance at each meeting of the Board or of any duly constituted committee thereof which he or she attends such fee as is fixed by the Board.

2.13 *Vacancies.* Any vacancy occurring in the Board of Directors by death, resignation, or otherwise shall be filled promptly by a majority vote of the remaining directors at a special meeting which shall be called for that purpose within thirty (30) days after the occurrence of the vacancy. The director thus chosen shall hold office for the unexpired term of his or her predecessor and the election and qualification of his or her successor.

2.14 *Removal of directors.* Any director may be removed either with or without cause, at any time, by a vote of the shareholders holding a majority of the shares then issued and outstanding and who were entitled to vote for the election of the director sought to be removed, at any special meeting called for that purpose, or at the annual meeting. Except as otherwise prescribed by statute, a director may be removed for cause by vote of a majority of the entire Board.

2.15 *Resignation.* Any director may resign at any time, such resignation to be made in writing and to effect immediately without acceptance.

Article III Officers

3.1 *Officers and qualifications.* The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board of Directors may determine. Any two offices, except the offices of President and Vice President, may be held by the same person.

3.2 *Election.* All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of shareholders.

3.3 *Term of office.* All officers shall hold office until their successors have been duly elected and have qualified, or until removed as hereinafter provided.

3.4 *Removal of officers.* Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

3.5 *Duties of officers.* The duties and powers of the officers of the Corporation shall be as follows and as shall hereafter be set by resolution of the Board of Directors:

President

A. The President shall preside at all meetings of the Board of Directors and at all meetings of the shareholders.

B. The President shall present at each annual meeting of the shareholders and directors a report of the condition of the business of the Corporation.

C. The President shall cause to be called regular and special meetings of the shareholders and directors in accordance with the requirements of the statute and of these Bylaws.

D. The President shall appoint, discharge, and fix the compensation of all employees and agents of the Corporation other than the duly elected officers, subject to the approval of the Board of Directors.

E. The President shall sign and execute all contracts in the name of the Corporation, and all notes, drafts, or other orders for the payment of money.

F. The President shall sign all certificates representing shares.

G. The President shall cause all books, reports, statements, and certificates to be properly kept and filed as required by law.

H. The President shall enforce these Bylaws and perform all the duties incident to such office and which are required by law, and, generally, shall supervise and control the business and affairs of the Corporation.

Vice President

During the absence or incapacity of the President, the Vice President shall perform the duties of the President, and all other offices held by the President, and when so acting, he shall have all the powers and be subject to all the responsibilities of the office of President and shall perform such duties and functions as the Board may prescribe. In the event that there is more than one Vice President, the Vice Presidents shall fulfill the duties of the President in order of seniority of election.

Secretary

A. The Secretary shall keep the minutes of the meetings of the Board of Directors and of the shareholders in appropriate books.

B. The Secretary shall attend to the giving of notice of special meetings of the Board of Directors and of all the meetings of the shareholders of the Corporation.

C. The Secretary shall be custodian of the records and seal of the Corporation and shall affix the seal to the certificates representing shares and other corporate papers when required.

D. The Secretary shall keep at the principal office of the Corporation a book of record containing the names, alphabetically arranged, of all person who are shareholders of the Corporation, showing their places of residence, the number and class of shares held by them respectively, and the dates when they respectively became the owners of record thereof. The Secretary shall keep such book or record and the minutes of the proceedings of its shareholders open daily during the usual business hours, for inspection, within the limits prescribed by law, by any person duly authorized to inspect such records. At the request of the person entitled to an inspection thereof, the Secretary shall prepare and make available a current list of the officers and directors of the Corporation and their resident addresses.

E. The Secretary shall sign all certificates representing shares.

F. The Secretary shall attend to all correspondence and present to the Board of Directors at its meetings all official communications received by the Secretary.

G. The Secretary shall perform all the duties incident to the office of Secretary of the Corporation.

Treasurer

A. The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and shall deposit such funds and securities in the name of the Corporation in such banks or safe deposit companies as the Board of Directors may designate.

B. The Treasurer shall make, sign, and endorse in the name of the Corporation all checks, drafts, notes, and other orders for the payment of money, and pay out and dispose of such under the direction of the President or the Board of Directors.

C. The Treasurer shall keep at the principal office of the Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any director upon the application at the office of the Corporation during business hours.

D. The Treasurer shall render a report of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and at such other times as shall be required, and shall make a full financial report at the annual meeting of the shareholders.

E. The Treasurer shall further perform all duties incident to the office of Treasurer of the Corporation.

F. If required by the Board of Directors, the Treasurer shall give such bond as it shall determine appropriate for the faithful performance of his or her duties.

Other Officers

Other officers shall perform such duties and have such powers as may be assigned to them by the Board of Directors.

3.6 *Vacancies.* All vacancies in any office shall be filled promptly by the Board of Directors, either at regular meetings or at a meeting specially called for that purpose.

3.7 *Compensation of Officers.* The officers shall receive such salary or compensation as may be fixed by the Board of Directors.

Article IV Seal

4.1 *Seal.* The seal of the Corporation shall be as follows:

Article V Shares

5.1 *Certificates.* The shares of the Corporation shall be represented by certificates prepared by the Board of Directors and signed by the President or the Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, and sealed with the seal of the Corporation or a facsimile. The certificates shall be numbered consecutively and in the order in which they are issued; they shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person to whom the shares represented by each such certificate are issued, the number and class or series of such shares, and the date of issue. Each certificate shall state the registered holder's name, the number and class of shares represented thereby, the date of issue, the par value of such shares, or that they are without par value.

5.2 *Subscriptions.* Subscriptions to the shares shall be paid at such times and in such installments as the Board of Directors may determine. If default shall be made in the payment of any installment as required by such resolution, the Board may declare the shares and all previous payments thereon forfeited for the use of the Corporation, in the manner prescribed by statute.

5.3 *Transfer of shares.* The shares of the Corporation shall be assignable and transferable only on the books and records of the Corporation by the registered owner, or by his duly authorized attorney, upon surrender of the certificate duly and properly endorsed with proper evidence of authority to transfer. The Corporation shall issue a new certificate for the shares surrendered to the person or persons entitled thereto. The transfer of shares in the Corporation may be subject to an agreement regarding their transfer, executed by the Shareholders of the Corporation.

5.4 *Return certificates.* All certificates for shares changed or returned to the Corporation for transfer shall be marked by the Secretary "Canceled," with the date of cancellation, and the transaction shall be immediately recorded in the certificate book opposite the memorandum of their issue. The returned certificate may be inserted in the certificate book.

5.5 *General Restrictions.* Each of the shareholders agree not to sell, give, transfer, assign or otherwise dispose of all, or any portion, of such shareholder's shares, whether now owned or hereafter acquired, except in accordance with the terms of these Bylaws. Each of the shareholders further agree not to pledge, hypothecate, or otherwise secure any type of debt or obligation with all, or any portion, of the shares owned by such shareholder, whether such debt is incurred voluntarily or involuntarily.

5.6 *Attempted Transfer or Encumbrance.* Any attempted transfer or encumbrance by a shareholder of the shares he owns (or hereafter acquires) in the Corporation, which is not in

compliance with the terms of these Bylaws, shall be void and shall not be reflected on the records of the Corporation.

5.7 Voluntary Lifetime Transfers. Subject to the provisions of Sections 5.9 and 5.10 below, a shareholder may transfer the shareholder's shares in the Corporation if such transfer is in accordance with one or more of the following provisions:

(a) A shareholder may transfer all or a portion of the shareholder's shares with the written consent of all of the other shareholders.

(b) A shareholder may, without notice to or consent of any other party, transfer or assign all, or a portion, of the shares owned by such shareholder to, or in trust for the benefit of, himself, herself or itself or to one or more lineal descendants of such shareholder (or in the case of a shareholder which is a trust, one or more lineal descendants of its primary beneficiary) or the spouses thereof. The foregoing types of transferees are sometimes referred to herein as "Permitted Family Transferees." The shares transferred to a Permitted Family Transferee pursuant to the foregoing shall, at all times following such transfer, remain subject to the terms and conditions of this Agreement.

(c) If a shareholder receives a bona fide offer from an independent third party to purchase all (but not less than all) of the shares in the Corporation owned by such person and all of the Permitted Family Transferees of such shareholder (collectively, the "Transferring Shareholder"), the Transferring Shareholder shall give written notice to the other shareholders (the "Nontransferring Shareholders"), which notice shall set forth the identity of the prospective transferee and the price and terms of the offer received by the Transferring Shareholder. Upon receipt of such notice, the Nontransferring Shareholders shall have the option to purchase all (but not less than all) of the shares in the Corporation owned by the Transferring Shareholder at the price and upon the terms which were offered to the Transferring Shareholder by such third party. To exercise such option, a Nontransferring Shareholder shall give written notice to the Transferring Shareholder of the Nontransferring Shareholder's intention to exercise the option, which notice shall be given within thirty (30) days after the Nontransferring Shareholder's receipt of notice from the Transferring Shareholder. In the event that more than one of the Nontransferring Shareholders exercises such shareholder's right to purchase the shares held by the Transferring Shareholder, the Nontransferring Shareholders shall purchase the shares in the same proportion as such shareholders' own shares in the Corporation. In the event one or more of the Nontransferring Shareholders exercises the option, the parties shall complete the purchase and sale of such stock in accordance with the terms of the offer received by the Transferring Shareholder. If none of the Nontransferring Shareholders exercises such shareholder's right to purchase the Transferring Shareholder's shares, the Transferring Shareholder may sell the shares in the Corporation to the offeror at a price, and on terms, no more favorable to the offeror than those set forth in the notice given to the Nontransferring Shareholders; provided, however, that if said sale shall not be concluded within thirty (30) days or less from the date that is sixty (60) days after the date the notice of receipt of such offer was sent to the Nontransferring Shareholders, then the terms and conditions of this Section shall again apply in the case of any proposed sale by the Transferring Shareholder.

5.8 Involuntary Lifetime Transfers. A shareholder shall immediately notify the other shareholders, in writing, upon becoming aware of facts that would reasonably lead such shareholder to believe that a court ordered transfer or sale of all or a portion of such shareholder's shares is foreseeable or likely, including, but not limited to, a court ordered

transfer incident to any divorce or marital property settlement or pursuant to applicable community property, quasi-community property or similar state law. Such notice shall set forth the facts relating to the anticipated court order and the number of shares expected to be subject thereto. In the event of such notice, the provisions of Section 5.7(c) above shall apply; provided, however, that the offered price for such purpose shall be considered the book value thereof as determined by the certified public accountant then servicing the accounts of the Corporation; and provided, further, that the Nontransferring Shareholders may exercise their option with respect to less than all of the shares anticipated to be subject to the court order.

5.9 *Securities Laws.* Notwithstanding the preceding provisions of this Article 5, no proposed or intended assignment, transfer or sale of a share shall be effective, unless and until it appears, to the satisfaction of counsel for the Corporation, that such assignment, transfer or sale will not be in violation of, or otherwise render the Corporation and/or any shareholder liable under, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or under the applicable state securities laws of any state or states.

5.10 *Terminating Transfers.* Notwithstanding the preceding provisions of this Article 5, no sale or exchange of a share may be made if the share sought to be sold or exchanged, when added to the total of all shares sold or exchanged within the period of twelve (12) months prior thereto, would result in the termination of the Corporation under Section 708 of the Code, or any successor section thereto.

5.11 *Continuation of Restrictions.* This Agreement, and the terms, conditions and restrictions set forth herein, shall continue to apply to any shares transferred by a shareholder in accordance with this Agreement, and any such transferee (including a Permitted Family Transferee) shall be considered a "shareholder" hereunder. As a condition to any transfer of shares hereunder (even a transfer not otherwise requiring the consent of the other shareholders), any shareholder may require that a transferee agree in writing to be bound by all of the terms, conditions and restrictions of these Bylaws, which writing may take the form of a certificate of acceptance and adoption of these Bylaws.

Article VI

Disclosures and Representations

6.1 *Disclosure by Corporation.* In connection with the sale of the shares to the shareholders hereunder, the Corporation hereby discloses the following information to the Shareholders:

(a) the shares have not been registered under the federal Securities Act of 1933, as amended (the "Federal Act"), and are being offered and sold by the Corporation pursuant to a registration exemption contained in Section 3(a)(11) of the Federal Act and/or Securities and Exchange Commission Rule 147, promulgated thereunder;

(b) during the period the shares are being offered and sold by the Corporation, and for a further period of nine (9) months from the date of the last sale of the shares that are part of the offering that is being so offered and sold by the Corporation, all resales, pledges, hypothecations, or other transfers of the shares by any person or business organization shall, subject to the further terms of these Bylaws, including the provisions of the legend set forth in subparagraph (c) below, be made only to persons or business organizations having a principal residence or principal office, respectively, within the State of New York;

(c) a legend has been, or will be, placed on each certificate or other document evidencing any of the shares in substantially the following form:

THE SHARES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, FOR A PERIOD OF AT LEAST NINE (9) MONTHS FROM THE DATE OF THE LAST SALE BY THE CORPORATION OF THE SHARES IN THE OFFERING OF WHICH THE SHARES ARE A PART, ALL RESALES, PLEDGES, HYPOTHECATIONS, OR OTHER TRANSFERS OF THESE SECURITIES BY ANY PERSON OR BUSINESS ORGANIZATION SHALL BE MADE ONLY TO PERSONS OR BUSINESS ORGANIZATIONS WHO ARE RESIDENT WITHIN THE STATE OF NEW YORK;

(d) stop transfer instructions to the appropriate officers of the Corporation have been, or will be, placed in the Corporation's records with respect to the shares so as to restrict the resale, pledge, hypothecation, or other transfer thereof, subject to the further terms of these Bylaws, including the provisions of the legend set forth in subparagraph (c) above, during the nine-month period described in subparagraph (b) above;

(e) prior to the expiration of the nine-month period described in subparagraph (b) above, the legend and stop transfer instructions described in subparagraphs (c) and (d) above will be placed on any new certificate(s) or other document(s) issued by the Corporation upon presentment by a shareholder to the Corporation of any certificate(s) or other document(s) for transfer of any of the shares to a person or business organization having a principal residence or principal office, respectively, within the State of New York;

(f) the shares have not been registered with the State of New York, and are being offered and sold by the Corporation pursuant to a registration exemption(s) contained in the laws and/or regulations of the State of New York; and

(g) the Corporation reasonably believes that the shareholders are acquiring the shares hereunder for investment, has no information to the contrary, and upon receipt of a duly executed subscription agreement for any shares of the Corporation is hereby obtaining a signed statement to that effect from the shareholders prior to the purchase of any of the shares hereunder.

6.2 *Representations and Warranties of the Shareholders.* In connection with the shareholders' purchase of the shares hereunder, each of the shareholders represents and warrants, which representations and warranties shall survive the consummation of the shareholder's purchase of such shareholder's interest hereunder, as follows:

(a) the shareholder's principal residence is located within the State of New York;

(b) the shareholder is aware that no market may exist for the resale of a share purchased from the Corporation subject to these Bylaws;

(c) the shareholder is purchasing for investment and not for the distribution of any of the shares purchased from the Corporation subject to these Bylaws; and

(d) the shareholder is aware of any and all restrictions imposed by the Corporation on the further distribution of the shares, including, but not limited to, any restrictive legends appearing on the certificate(s) and/or other document(s) evidencing the shares, required holding periods, stop transfer orders, or buy-back rights of the Corporation.

6.3 *Endorsement.* Upon the adoption and ratification of these Bylaws, the certificate or certificates evidencing the shares in the Corporation shall be endorsed, as follows:

"The shares represented by this certificate are subject to the terms and conditions of the Bylaws of this Corporation adopted and ratified on June 12, 2012, among the original owners and shareholders of record of the Corporation. Any purchaser or transferee of these shares is bound by the terms and provisions of the Bylaws and shall be considered subject to said terms

and provisions. The Corporation will mail to the holder of this certificate, without charge, a copy of such Bylaws within five (5) days after receiving a written request therefor.”

Article VII Dividends

7.1 *Declaration of dividends.* The Board of Directors at any regular or special meeting may declare dividends payable out of the surplus of the Corporation, whenever in the exercise of its discretion it may deem such declaration advisable. Such dividends may be paid in cash, property, or shares of the Corporation.

Article VIII Bills, Notes, etc.

8.1 *Execution.* All bills payable, notes, checks, drafts, warrants, or other negotiable instruments of the Corporation shall be made in the name of the Corporation and shall be signed by such officer or officers as the Board of Directors shall from time to time by resolution direct.

No officer or agent of the Corporation, either singly or jointly with others, shall have the power to make any bill payable, note, check, draft, or warrant, or other negotiable instrument, or endorse the same in the name of the Corporation, or contract or cause to be contracted any debt or liability in the name and on behalf of the Corporation except as herein expressly prescribed and provided.

Article IX Offices

9.1 The principal office of the Corporation shall be located in the Town of Denmark, County of Lewis and State of New York. The Board of Directors may change the location of the principal office of the Corporation and may, from time to time, designate other offices within or without the state as the business of the Corporation may require.

Article X Indemnification

10.1 *Third Party Actions.* The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit or proceeding by or in the right of the Corporation) by reason of the fact that he is or was a director, manager, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, manager, trustee, officer or employee of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by

judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 *Derivative Actions.* The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit, including all appeals, by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, manager, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, manager, trustee, officer or employee of another Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Supreme Court or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Supreme Court or such other court shall deem proper.

10.3 *Rights After Successful Defense.* To the extent that a director, manager, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.1 or 10.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.4 *Other Determination of Rights.* Except in a situation governed by Section 10.3, any indemnification under Sections 10.1 or 10.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, manager, officer or employee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 10.1 or 10.2. Such determination shall be made (a) by a majority vote of directors acting at a meeting at which a quorum consisting of directors who were not parties to such action, suit or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested directors so directs, by independent legal counsel (compensated by the Corporation) in a written opinion, or (c) by the affirmative vote in person or by proxy of the holders of a majority of the capital interests of the Corporation entitled to vote in the election of directors, without regard to voting power which may thereafter exist upon a default, failure or other contingency.

10.5 *Advances of Expenses.* Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director, manager, officer or employee, to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation.

10.6 *Nonexclusiveness; Heirs.* The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law, any agreement, vote of shareholders, any insurance purchased by the Corporation, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, manager, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.7 *Purchase of Insurance.* The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, manager, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, manager, officer or employee of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the Business Corporation Law.

Article 11 Amendments

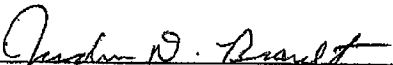
11.1 *Manner of amending.* These Bylaws may be altered, amended, repealed, or added to by the affirmative vote of the holders of a majority of the shareholders entitled to vote in the election of any director at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each shareholder of record entitled to vote at such meeting at his last-known post office address at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments, additions, or changes which are proposed to be made in such Bylaws. Only such changes shall be made as have been specified in the notice. The Bylaws may also be altered, amended, repealed, or new Bylaws adopted by a majority of the entire Board of Directors at a regular or special meeting of the Board. However, any Bylaws adopted by the Board may be altered, amended, or repealed by the shareholders.

Article XII Waiver of Notice

12.1 *Authority to waive notice.* Whenever under the provisions of these Bylaws or of any statute any shareholder or director is entitled to notice of any regular or special meeting or of any action to be taken by the Corporation, such meeting may be held or such action may be taken without the giving of such notice, provided every shareholder or director entitled to such notice in writing waives the requirements of these Bylaws in respect thereto.

I certify that the above Bylaws of the Corporation were adopted by the Board of Directors on June 12, 2012.

Dated: June 12, 2012



JORDAN R. BRANDT, Secretary
D. JRB

Rachel B. Brandt

EXHIBIT C

CERTIFICATE OF GOOD STANDING
RELATING TO THE COMPANY

Exhibit "F"

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: RED BARN MEATS, INC.
DOS ID Number: 4252154
Entity Type: DOMESTIC BUSINESS CORPORATION
Entity Status: EXISTING
Date of Initial Filing with DOS: 05/31/2012
Statement Status: CURRENT
Statement Due Date: 05/31/2026

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type: CERTIFICATE OF INCORPORATION
Date of Filing: 05/31/2012
Entity Name: RED BARN MEATS, INC.

Document Type: BIENNIAL STATEMENT
Date of Filing: 06/05/2014
Effective Date: 05/01/2014

Document Type: BIENNIAL STATEMENT
Date of Filing: 05/17/2016
Effective Date: 05/01/2016

Document Type: BIENNIAL STATEMENT
Date of Filing: 09/12/2024

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department
of State, at the City of Albany, on September 13, 2024
at 04:28 P.M.



WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100006581261 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ccorp.dos.ny.gov>

EXHIBIT D

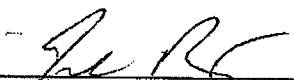
RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY

EXHIBIT "H"

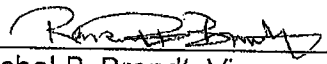
Resolution of Corporation

The following is a true and accurate copy of resolutions actually made and passed at the special meeting of Red Barn Meats, Inc., a New York State Corporation (the "Company") held on the 1st day of July, 2024 at the corporate offices located at 6802 Erie Canal Road, Lowville, NY 13367.

1. Red Barn Meats, Inc. shall obtain certain benefits (the "Financial Assistance") from County of Lewis Industrial Development Agency (the "IDA").
2. The Financial Assistance shall be utilized to undertake a project for the benefit of the Company, which shall consist of the following:
 - a. Acquisition of an interest in an approximate 1.7 acre lot of land located at 9095 Briot Road and 9097 Briot Road in the Town of New Bremen, Lewis County, New York; together with three (3) existing buildings totaling 5,624 square feet located thereon.
 - b. The renovation of an existing building and the construction on the land of approximately a 6,020 square foot facility.
 - c. The acquisition and installation of various machinery and equipment.
3. All of the items of real and personal property mentioned above shall be owned by the Company shall be operated as a processing facility for the harvesting, processing and packaging of various meat products and other directly and indirectly related activities.
4. It has been requested of the IDA that the Company be granted certain Financial Assistance under the applicable statutes of the State of New York which shall provide potential exemptions for certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes.
5. The Company shall enter into a Lease with an obligation to Purchase for sale of real property and fixtures in connection with the financial assistance requested.
6. The Company will enter into a PILOT Agreement with the IDA.
7. The Company will cooperate with the IDA to effectuate the purposes of this Resolution.
8. Jordan D. Brandt, as President and Rachel B. Brandt, as Vice President/Secretary of Red Barn Meats, Inc. are authorized and empowered to execute any and all documents necessary to effectuate the purposes of this Resolution.




Jordan D. Brandt, President



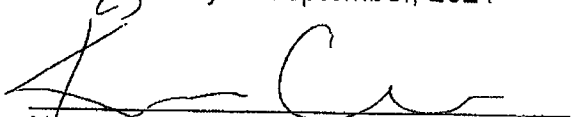
Rachel B. Brandt, Vice-
President/Secretary

Subscribed and sworn to before me
This 25 day of September, 2024

Subscribed and sworn to before me
this 25 day of September, 2024



Notary Public



Notary Public

KAYLA COMPO
Notary Public, State of New York
No. 01CO6413570
Qualified in Jefferson County
Commission Expires March 22, 2025

KAYLA COMPO
Notary Public, State of New York
No. 01CO6413570
Qualified in Jefferson County
Commission Expires March 22, 2025

EXHIBIT E

PENDING LITIGATION
AFFECTING THE COMPANY

- NONE -