

**CODE OF BY-LAWS
OF
BLOOMINGTON FARM STOP COLLECTIVE, INC.**

ARTICLE I

ORGANIZATION

Section 1.1. Name. The name of the organization is Bloomington Farm Stop Collective, Inc. (hereinafter referred to as “Corporation”).

Section 1.2. Membership. The Corporation shall have members and shall be operated on a cooperative basis for the mutual benefit of its Members (hereinafter referred to as “Members”), as more fully set forth by these Bylaws and the Membership Agreement, as amended from time-to-time.

ARTICLE II

PURPOSES

Section 2.1. Purposes. The purposes for which the Corporation is formed includes:

- (a) to support small local farms by providing a vibrant and welcoming retail and aggregation space, owned by a cooperative of Indiana growers that connects the Bloomington community with transparently sourced, healthful food;
- (b) to promote economic viability for small farms in Monroe County and beyond;
- (c) to support the development of new & beginning farmers;
- (d) to encourage ecological food production and agricultural land preservation;
- (e) to facilitate collaboration among farms in our region;
- (f) to build community around the local food system;
- (g) to foster direct, meaningful relationships between farmers and eaters;

- (h) to increase awareness about the connections between food choices and the health of the planet;
- (i) to make high quality, locally grown food more accessible to the community and
- (j) to perform any purpose which non-for-profit corporations are authorized under the Act.

ARTICLE III

MEMBERS

Section 3.1. Eligibility. Membership is limited to Persons, as defined by Indiana statute, engaged in the production of agricultural products or organized or governed by agricultural laws, as provided by the Membership Agreement and relevant state and federal law. Membership in the Corporation is voluntary and open to any Person in accord with the Corporation's purposes, upon application and approval by the Board and consistent with the Membership Agreement, as prescribed by the Board of Directors from time-to-time (hereinafter referred to as the "Board").

Section 3.2. Non-discrimination. Membership is open without regard to any characteristic that does not directly pertain to a Person's eligibility. The Corporation will not discriminate on the basis of age, sex, gender identity, race, national origin, religion, sexual orientation, marital status, disability, or other legally protected status.

Section 3.3. Admission. Any eligible person or legal entity's membership becomes effective upon Board approval, following receipt and review of the executed Membership Agreement and payment of applicable fees.

Section 3.4. Membership Classes. There shall be one class of membership.

Section 3.5. Membership Agreement Enforceability. Each member will agree to be bound and abide by the terms, covenants and conditions of the Membership Agreement, by all

the terms and provisions of the Bylaws and Articles of Incorporation of the Corporation as may be amended hereafter, and by the rules, regulations, and policies as may be adopted or amended hereafter.

Section 3.6. Responsibilities. Members shall support the Corporation by selling food and goods through the Corporation and fulfilling the stated purposes of the Corporation and complying with the terms and conditions of the Membership Agreement.

Section 3.7. Rights. Members in good standing shall be eligible to vote in annual elections for the Board of Directors and on other matters that may come before the Membership; receive notice of and participate in Board meetings, have reasonable access to Corporation records and financial information, communicate opinions about the operation of the Corporation, and utilize membership benefits established by the Board. All rights and responsibilities of Members are subject to these Bylaws, as amended from time to time, and to policies and determinations of the Corporation.

Section 3.8. Fees. Membership fees, membership deposits, and membership discounts will be determined by the Board. Upon cessation of membership, membership fees are non-refundable. Members will be required to pay membership fees and vendor fees, as approved by the Board.

Section 3.9. Termination. A Member may voluntarily terminate membership at any time by submitting written notice to the Board.

Membership will be automatically terminated upon the occurrence of any of the following:

- a. death of an individual Member;

- b. cessation of the Member business, commencement of bankruptcy proceedings, appointment of a receiver or trustee or dissolution of a Member which is a partnership, corporation, limited liability company, association, trust, or other entity;
- c. cessation of a Person being eligible as a Member under the applicable provisions of the law of the State of Indiana, pursuant to the provision of the Articles of Incorporation or Bylaws of the Corporation, or cessation of being a “producer” within the meaning of applicable state and federal law and the Corporation’s requirements;
- d. termination of the Membership Agreement between the Corporation and Member in accordance with the terms of the Membership Agreement; or
- e. after due notice and an opportunity to be heard, expulsion of the Member for failure to comply with the Articles of Incorporation, Bylaws, the terms of the Membership Agreement, the rules and regulations of the Corporation, or for any other cause which the Board in its reasonable discretion deems sufficient. In addition, cause for termination may include, but not be limited to, intentional or repeated violations of a provision of the Corporation policies, actions that will impede the Corporation from accomplishing its purposes, actions or threats that adversely affect the interests of the Corporation or its Members, willful obstruction of any lawful purpose or activity of the Corporation, or breach of any contract with the Corporation.

A Member whose membership is terminated, for any reason, shall have no rights or privileges, nor vote or voice in the management or affairs of the Corporation.

Section 3.13. Non-transferability. Member rights may not be transferred except with the prior written approval from the Board. Any purported or attempted transfer or assignment of a

Member interest without board approval will be void and confer no rights upon any purported assignee.

Section 3.14. Joint Memberships. The exercise of Joint Membership rights will be assigned to one person where there are multiple owners of the same farm, business or entity, subject to following:

- (a) The presence at a meeting of one, some, or all of the Joint Members will be regarded as the presence of one Member;
- (b) Only one vote per membership will be counted;
- (c) There shall be a designated person to act on behalf of the Member on all matters coming before the Board;
- (d) A waiver of notice signed by one, some, or all of the Joint Members will constitute a valid waiver;
- (e) Notice to one, some or all of the Joint Members will constitute notice to all; and
- (f) The designated person will be responsible for membership termination or other changes to other owners.

Section 3.15. Limited Liability. Members will not be liable for any debts or obligations of the Corporation except as otherwise provided by law or contract.

ARTICLE IV

MEMBER MEETINGS

Section 4.1. Annual Meeting. An annual meeting of the Members will be held at a time and place as determined by the Board. The purpose of such meetings will be to hear reports on governance, operations and finances, to review issues that vitally affect the Corporation, to transact such other business as may be relevant and to conduct elections.

Section 4.2. Special Meetings. Special meetings of the Corporation may be called at any time by order of the Board. A special meeting may also be called when at least 10% of Members in good standing file a petition requesting a special meeting, stating the specific business to be brought before the Corporation. The Board shall schedule the special meeting as requested, designating the time and place and providing notice of the same.

Section 4.3. Notice of Meetings. Notice of the date, time, place, and purpose of each meeting of the membership will be communicated to Members not less than 10 days prior to the date of the meeting. Notice of meetings may include use of any communication technology authorized by the Board or by publication in a newspaper of local circulation.

Section 4.4. Member Agenda Items. Notices of regular meetings of Members will include agenda items submitted by petition of at least five percent (5%) of all Members in good standing. Petitions must be received by the Board not less than thirty days before the date of the meeting at which the agenda item is to be included.

Section 4.5. Voting. A Member of the Corporation is entitled to one vote. Voting on all matters that Members are entitled to vote on may be accomplished through paper or electronic ballots, or a combination of both, as authorized by the Board.

Notice of all matters on which a vote will be held will be communicated to Members not less than thirty (30) days prior to the start of any voting period by use of any communication technology authorized by the Board. Notice will include a complete list of issues to be voted upon. Proxy voting is not allowed.

Unless otherwise stated in the Articles of Incorporation or these bylaws, or required by law, all questions will be decided by a vote of a majority of the Members voting thereon.

Section 4.6. Quorum. Thirty percent (30%) of membership will constitute a quorum at any properly called annual or special membership meeting.

Section 4.7. Organization of Member Meetings. The President will call meetings of the Members to order and will act as facilitator, and the Secretary of the Corporation will record notes and attendance. In the absence of either officer, another Officer or Director may be appointed to serve.

Section 4.8. Meeting by Telephonic or Other Communication. Any one or all of the Members may participate in any meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. Participation by this means will be deemed to constitute presence in person at a meeting.

Section 4.9. Membership List. The Corporation will maintain an alphabetical list of Members in good standing entitled to vote on matters coming before the Membership.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Powers and Duties. Except for matters on which Member voting is required, the Board will have the authority to govern the Corporation, including, but not limited to developing operating policies, hiring personnel, and ensuring that the mission of the Corporation is articulated and carried out.

Section 5.2. Number and Eligibility of Board of Directors. The initial Board of Directors shall consist of six (6) Directors, appointed by the incorporators to serve the initial term. Thereafter, the Corporation will have a Board of at least five (5) and up to fifteen (15) Directors. Except for a Public Director, as referenced below, each Director must be a Member of the Corporation and must be engaged in or have a direct interest in the production of agricultural

products. Directors must also be citizens of the United States pursuant to relevant Indiana law. The Board of Directors may appoint Public Directors to primarily represent the interest of the general public in the Corporation. If the Board of Directors chooses to appoint public representatives, at least one position must be specifically designated and offered to a Non-Farm Vendor of the Bloomington farm stop. A Public Director is not required to have a direct interest in the production of agricultural products. Appointed directors will have the same powers and rights as other Directors but the total number of Public Directors may not exceed one-fifth of the entire number of directors serving on the board in any given period.

Section 5.3. Terms and Elections. The initial directors and those directors appointed by the Board during the first year of the Corporation's existence shall serve until the first meeting of the Membership, which will be held within twelve months of incorporation. At the first meeting of the Membership, Members will elect approximately equal numbers of directors to serve one (1) year; two (2) year and three (3) year terms, respectively. At each annual meeting thereafter, Members will elect new directors to serve for a term of three (3) years each, so that approximately one-third (1/3) of the Board is elected each year. Except for Public Directors, as referenced below, no Director may serve more than three (3) consecutive terms. However, if the number of Directors consists of only five directors, all Directors shall continue to serve until the next annual meeting held after the number of Directors has increased to more than five. The one other exception will be terms for Public Directors, which will be limited to one year each, for no more than five (5) consecutive terms.

On an annual basis, the Board will appoint a committee, including equal numbers of both Members and Directors to facilitate the annual election. All candidates must submit a board candidacy application to be reviewed by the election committee. The election committee will

recommend a slate of candidates according to the needs of the Corporation. Candidates not recommended as part of the slate of candidates but intending to run for election may do so by filing a petition that includes the names of at least ten percent (10%) of Members who have been Members in good standing for at least sixty (60) days prior to submission. The deadline for filing petitions is sixty (60) days before the voting begins.

All board directors will be elected by secret ballot, and the nominee(s) receiving the greatest number of votes will be elected.

Section 5.4. Vacancies. Whenever a vacancy occurs in the Board, other than from the expiration of a term of office, the remaining Directors, by majority vote, will elect a Director to fill the vacancy for the remainder of the Director's term until the next annual meeting.

Section 5.5. Meetings. Regular meetings of the Board will be held at such times and at such places as the Board may determine. Board meetings will be open to Members unless the Board moves into executive session regarding confidential or proprietary matters such as: labor relations or personnel issues; negotiation of a contract; discussion of strategic goals or business plans, the disclosure of which would adversely impact the Corporation's position in the marketplace; and/or discussion of a matter that may, by law or contract, be considered confidential.

Section 5.6. Special Board Meetings. A special meeting of the Board will be held whenever called by the President or a majority of the directors. Only the business specified in the written notice will be transacted at a special meeting.

Section 5.7. Notice of Board Meetings. Using any communication technology authorized by the Board, notice of each meeting of the Board will be given each Director at least ten (10) days prior to the date of the meeting.

Section 5.8. Quorum. A majority of the number of Directors shall constitute a quorum at any meeting of the Board.

Section 5.9. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting by unanimous written consent of the Directors. The action is effective when the last Director signs or communicates consent unless the consent specifies a different effective date.

Section 5.10. Meeting by Telephonic or Other Communication. Any one or all of the Directors may participate in any meeting of the Board by, or through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Participation by this means will be deemed to constitute presence in person at a meeting.

Section 5.11. Reimbursement and Compensation. The Corporation may reimburse directors for all reasonable expenses incurred in carrying out duties and responsibilities. No Director, during the term of their office, will be a party to a contract for profit with the Corporation differing in any way from the business relations accorded a Member.

Section 5.12. Removal of Directors. A Director may be removed for cause by the affirmative vote of two-thirds of the remaining Directors after a meeting held for the purpose of hearing and determining the matter of removal. Cause includes but is not limited to:

- (1) Failure to continually meet Director qualifications as described in these Bylaws;
- (2) Failure to attend three (3) consecutive board meetings either regular or special, without cause; or
- (3) Violations of the conflict-of-interest policy, disregard of confidentiality, or breach of any agreement with the Corporation.

(4) Members may request removal of a Director through a written request, directed to the Secretary of the Corporation, together with a petition signed by at least five percent (5%) of the Members that requests the removal of the director with a detailed, factual statement of the basis for such removal.

Section 5.14. Resignation. Any director who wishes to resign his or her office may do so by giving written notice to the Secretary of the Board. Whenever possible, said notice will be delivered thirty (30) days prior to the effective date of the resignation.

ARTICLE VI

DUTIES OF DIRECTORS

Section 6.1. Management of Business. The Board will have general supervision and control of the business and the affairs of the Corporation.

Section 6.2. Record of Attendance. The Board will require a record of attendance to be kept and the Secretary of the Board to make a report at the annual meeting of Members detailing the directors' attendance up to and including the last directors' meeting before the annual meeting, indicating the number of regular and special meetings of the Board and the numbers of regular and special meetings attended by each Director, designated by name.

Section 6.3. Accounting System and Audits. The Board shall implement an accounting system adequate to meet the requirements of the business and will require proper records to be kept of all business transactions. At least twice each year, the Board will secure the services of a competent and disinterested qualified third party, who will make a careful reconciliation of the books and accounts of the Corporation and render and submit a financial report in writing to the Directors.

Section 6.4. Depository. The Board will select one or more banks to act as depositories of the funds. The Board will also determine the manner of receiving, depositing, and disbursing the funds, form of checks and the person or persons with signing authority for such checks and accounts.

Section 6.5. Committees. The Corporation will have an executive committee composed of the officers of the Corporation, which will have the authority of the Board in the management of the business of the Corporation between meetings of the Board or in other instances subject to the general direction and control of the Board. The Board may establish such other committees as necessary by agreement of the majority of directors. These committees may include, but are not limited to, the following: Planning & Finance; Membership Development; Board Elections; Community Outreach. The president will appoint the chairperson of each committee. All committees will be under the control, direction, and supervision of the Board.

Section 6.6. Authorization of Contracts. The Board may authorize any officer or officers, agent, or agents of the Corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6.7. Management. The Board may employ a Manager or Managers to manage the day-to-day affairs and business of the Corporation. The Manager will have the authority to implement the functions, duties, and obligations of the Corporation, except as restricted by the Board.

ARTICLE VII

DUTIES OF OFFICERS

Section 7.1. Election of Officers. Within thirty (30) days after the Membership Annual meeting, the Directors shall convene and elect officers from the Board, as provided by this Article VII.

Section 7.2. President. The President will coordinate the activities of the Board, preside over all meetings of the Corporation and of the Board, call special meetings of the Board, appoint such committees as the Board may deem advisable for the proper conduct of the Corporation, sign formal documents on behalf of the Corporation, as appropriate, represent the Corporation, and perform all acts and duties usually performed by a presiding officer.

Section 7.3. Vice President. In the absence or disability of the President, the Vice President will perform the duties of the President. In addition, the Vice-President will perform duties and assignments which may from time to time be delegated by the President or Board.

Section 7.4. Secretary. The Secretary will keep a complete record of all meetings of the Corporation and of the Board and will have general charge and supervision of the books and records of the Corporation. The Secretary will sign papers pertaining to the Corporation as authorized or directed by the Board. The Secretary will serve all notices required by law and by these Bylaws and will make a full report of all matters and business pertaining to the office to the Members at the annual meeting. The Secretary will perform such other duties as may be required by the Board. Upon the election of a successor, the Secretary will turn over all books and other property belonging to the Corporation to the successor.

Section 7.5. Treasurer. The Treasurer will be responsible for the keeping and disbursing of all monies of the Corporation and will provide for keeping accurate books of accounts of all transactions of the Corporation. The Treasurer will perform such duties with respect to the finances of the Corporation as may be prescribed by the Board. At the expiration of the term of

office, the Treasurer will promptly turn over to the successor all monies, property, books, records, and documents pertaining to the office or belonging to the Corporation.

Section 7.6. At-Large. The at-large officer(s) will substitute, as needed, for other officers. In addition, the at-large officer(s) will perform duties and assignments which may from time to time be delegated by the President or Board.

Section 7.7 Removal. An Officer may be removed for cause by the Board of Directors, on the same terms and grounds as provided in Section 5.12.

ARTICLE VIII

BOOKS, RECORDS, & REPORTS

Section 8.1. Book and Records. The Corporation will maintain such books, records, reports, and lists as is required by law. Members will be provided access to such records, or to information contained in such records, or to an adequate alternative to such access, at a reasonable time and for a proper purpose, under rules and procedures set forth by law.

Section 8.2. Reporting to the Secretary of State. In April biennially, beginning the second year following the calendar year of incorporation, the Corporation will prepare and file a biennial report for the Indiana Secretary of State setting forth the information as required by the Secretary of State.

ARTICLE IX

NON-MEMBER BUSINESS

Section 9.1. Non-member Business. This Corporation may conduct business with non-members. However, this Corporation will not market the products of non-members in an amount the value of which exceeds the value of the products marketed for Members. It will not

purchase supplies and equipment for non-members in an amount the value of which exceeds the value of the supplies and equipment purchased for Members.

ARTICLE X

DISSOLUTION AND PROPERTY INTEREST OF MEMBERS

Section 10.1. Voluntary Dissolution. At any meeting held for the purpose of dissolving the Corporation, the Members may adopt a resolution of dissolution by the affirmative vote of sixty percent (60%) of the Member votes cast on the proposal. Notice of the meeting will be given to all Members.

Section 10.2. Involuntary Dissolution. The Board may adopt a resolution of dissolution in the following cases:

- (a) When the Corporation has been adjudged bankrupt or has made a general assignment for the benefit of creditors;
- (b) By leave of the court, when a receiver has been appointed in a general creditors' suit or in any suit in which the affairs of the Corporation are to be wound up;
- (c) When the Articles of Incorporation have been canceled for failing to file annual franchise or excise tax returns or to pay franchise and excise taxes and the Corporation has not been nor desires to be reinstated; or
- (d) When substantially all the assets have been sold at judicial sale or otherwise.

The Board will be responsible for seeing the appropriate state filings are made and notices given.

Section 10.3. Disbursement of Assets. Upon dissolution of the Corporation, its assets will be distributed in the following manner and order: (i) by paying or making provision for

payment of all liabilities and expenses of liquidation; (ii) by distributing any remaining assets in a way that furthers the Corporation's mission, as determined by the Board.

ARTICLE XI

MEMBER RIGHTS DUE TO MERGER, REORGANIZATION, OR CONSOLIDATION

Section 11.1. Merger, Reorganization, or Consolidation. In the event of a merger, reorganization, or consolidation of the Corporation, the property rights, and interests of Members of the Corporation will be recognized and preserved in an equitable manner.

ARTICLE XII

INDEMNIFICATION

Section 12.1. Indemnification. The Corporation will indemnify its officers, directors, employees, and agents to the fullest extent possible. The Corporation may purchase liability insurance coverage for any person serving as an officer, director, employee, or agent to the extent permitted by Indiana law. The directors of the Corporation will be liable only as Members of the Corporation, unless otherwise provided by law. The Board may require the manager and all other officers, agents, and employees charged by the Corporation with responsibility for the custody of any of the funds, negotiable instruments, or other property of or for the Corporation to give adequate bonds. Such bonds, unless cash security is given, will be furnished by a responsible company and approved by the Board, and the cost will be paid by the Corporation. The Board will provide for the adequate insurance of the property of the Corporation, or property which may be in the possession of the Corporation, or stored by it, and not otherwise adequately insured, and, in addition adequate insurance covering liability for accidents to all employees and the public.

ARTICLE XIII

AMENDMENT

Section 13.1. Amendments. These Bylaws may be amended or repealed in whole or in part by a majority of the Members at a meeting at which a quorum is present. An amendment may be proposed by decision of the Board or by petition of 10% of all Members. The proposed amendment will be publicized to the membership by any communication technology the Board authorizes, not less than ten days (10) prior to the voting process, which will be held at a time and in a manner determined by the Board and these Bylaws.

ARTICLE XIV

CONFLICT OF INTEREST

Section 14.1. General policy. Recognizing that directors and officers have a duty to loyalty and fidelity to the Corporation and must govern the Corporation's affairs honestly and economically, while exercising their best care, skill and judgment for the benefit of the Corporation, to avoid even the appearance of impropriety, the directors and officers of the Corporation will:

- (a) Disclose to the Board any situation wherein the director or officer has a conflicting or duality of interest that could possibly cause that person to act in other than the best interest of the Corporation; and
- (b) Follow the procedures explained below, governing the participation on behalf of the Corporation in any transaction in which the person has, or may have, a conflict of interest.

Section 14.2. Procedure. Any director or officer having a known duality of interest or possible conflict of interest on any matter will make a disclosure of such conflict to the other directors. Such directors will not vote or use their personal influence on the matter, but such

directors may be counted in determining the quorum for the meeting. The minutes of the meeting will reflect the making of the disclosure, the abstention from voting and the quorum situation. Any officer having a known duality of interest or possible conflict of interest on any matter will report the conflict to the president or, in the case of the president, to the vice president. Such officers will abstain from taking any administrative action on the matter. These requirements will not be construed as preventing any director or officer from briefly stating his or her position in the matter, nor from answering pertinent questions of the board or other officers.

ARTICLE XV

CONFLICT RESOLUTION

Section 15.1. Conflict Resolution. Any dispute between this Corporation and a Member will be resolved through a conflict resolution process provided in the Membership Agreement.

{Signatures on the following page}

Adopted and approved effective as of the 21st day of December, 2020.

BLOOMINGTON FARM STOP COLLECTIVE, INC.

By its Initial Board of Directors

Joseph Brumley, Director

Jonathon Carpenter, Director

Larry Howard, Director

Michael Record, Director

Stephen Stoll, Director

Christopher Willard, Director



This Instrument Prepared By:
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