

COOPERATIVE BYLAWS
OF
COLLECTIVE RESOURCE COMPOST COOPERATIVE, INC.

Dated as of June 29, 2023

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ARTICLE I

DEFINITIONS

Section 1.1 Definitions: The following definitions, in addition to those which may be found throughout the Bylaws, shall apply in the application of these Bylaws:

“Articles” means the articles of incorporation of the Cooperative and includes amended articles of incorporation, and restated articles of incorporation and other related organizational documents.

“Board of Directors” or “Board” means the board of directors or other governing body of the Cooperative or other entity.

“Bylaws” means the bylaws adopted by the Cooperative, including amended and restated bylaws.

“Capital Stock” means all common stock and preferred stock of the Cooperative that the Cooperative is legally allowed to issue pursuant to the Articles.

“Code” means the Internal Revenue Code of 1986.

“Cooperative Basis” means the allocation of Cooperative earnings in proportion to the value in monetary terms of business done by a Patron with the Cooperative, as set forth in Subchapter T of the Code.

“Dividends” means a distribution of the Cooperative’s earnings to its shareholders and is determined by the Cooperative’s Board of Directors.

“Effective Date” means the date on which these Bylaws shall be effective upon final approval and execution by the Board.

“Member” means a person or entity who has been received into membership and is authorized to vote, after executing a Membership Agreement and such other instruments as the Board may reasonably deem necessary to evidence such a person’s agreement to be bound by and to comply with the terms and provisions hereof.

“Net Margins” means the receipts from operations less the expenses thereof, otherwise known as net income.

“Patron” means a person who is a Member of the Cooperative and utilizes the services of the Cooperative through the purchase of goods and services or is employed by the Cooperative or from the Cooperative.

“Patronage” means business transactions between the Cooperative and a person or other entity that entitles the person or other entity to receive financial rights based on the value or quantity of business done between the Cooperative and the person or other entity.

“Patronage Payment” (referred to as “Patronage Dividend” under Subchapter T of the Code) means an amount paid to a Patron by the Cooperative.

“Patronage Payment Period” means the Cooperative’s taxable year plus the following eight and a half months as defined under Subchapter T of the Code.

“Probationary Period” means a waiting period of one year from an employee of the Cooperative’s date of hire to the date they become eligible to be an Employee-Member of the Cooperative.

“Total Stock Amount” means, for any share of the Cooperative’s stock, the purchase price for which such share was issued, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization with respect to such stock. For the avoidance of doubt, the Total Stock Amount includes any funds that the Cooperative contributed to purchase the share.

ARTICLE II ORGANIZATION

Section 2.1 Name. The name of this cooperative shall be **COLLECTIVE RESOURCE COMPOST COOPERATIVE, INC.**, hereafter referred to as the “Cooperative,” organized under the Illinois Co-operative Act (herein referred to as the “Act”).

Section 2.2 Mission. To mitigate climate change by recovering organic resources through commercial composting and zero waste education, and by doing so, support workers, contribute to the local economy and create community around sustainability.

Section 2.3 Purpose. The purpose of the Cooperative is to operate in accordance with the seven (7) internationally-recognized cooperative principles and to carry on any lawful business, purpose or activity permitted under the laws of the State of Illinois, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing.

Section 2.4 Operation on a Cooperative Basis. The Cooperative shall be operated on a cooperative basis in carrying out its business within the scope of the powers and purposes defined in the Articles of Incorporation. Accordingly, the net income of the Cooperative in excess of amounts credited by the Board of Directors to reserves shall be accounted for, allocated and distributed annually as provided in Article VII of this document.

Section 2.5 Principal Office. The principal office of the Cooperative shall be 838 Brown Avenue, Evanston, IL, 60202, or at such other place in the United States as may from time to time be designated by the Board.

Section 2.6 Service of Process; Agent. Erlene Howard, President of the Board, is designated as the agent of the Cooperative upon whom process against it may be served. The address to which the Secretary of State of Illinois shall mail a copy of process is 838 Brown Avenue, Evanston, IL, 60202.

Section 2.7 Duration of the Cooperative. The Cooperative shall have perpetual existence unless sooner dissolved under the provisions of these Bylaws or applicable law.

ARTICLE III

MEMBERSHIP

Section 3.1 Membership Categories. Membership in the Cooperative is offered in the following membership categories: Class A Consumer Cooperative Members and Class A Employee Cooperative Members. No other classes of membership shall be created unless approved by then-existing classes of Members, according to the Articles of Incorporation and these Bylaws.

— Class A Consumer Cooperative Members: limited to one service address of record per shareholder. Except as otherwise provided by these Bylaws or as otherwise required by the Illinois Co-operative Act or other applicable law, each Class A Consumer Cooperative Member shall be entitled to one vote on all matters upon which the Class A Cooperative Members have the right to vote under these Bylaws.

— Class A Employee Cooperative Members: restricted to Cooperative employees who have served a one-year Probationary Period. The probationary period requires the prospective Class A Employee Cooperative Member to be an employee or regularly-scheduled worker of the Cooperative (or its predecessor, Collective Resource, Inc.) for one continuous year . Except as otherwise provided by the Bylaws or as otherwise required by the Illinois Co-operative Act or other applicable law, each Class A Employee Cooperative Member shall be entitled to one vote on all matters upon which the Class A Cooperative Members have the right to vote under these Bylaws.

Section 3.2 Admission of Members; Requirements for Membership. A person or other entity shall be deemed admitted as a Member and named on the books and records of the Cooperative at the time that such person or other entity: (i) executes a Subscription Agreement and such other instruments as the Board may reasonably deem necessary or desirable to evidence such person or other entity's agreement to be bound by and to comply with the terms and provisions hereof; and (ii) completes the purchase of at least one share of Common Stock priced at \$1,000.00 per share or at least ¼ share priced at \$250.00.

Section 3.3 Membership Agreement. Any person or other entity eligible for membership as provided in these Bylaws shall become a Member upon acceptance for Membership by the Board

and upon execution and delivery of a Membership Agreement in such form as may from time to time be approved and adopted by the Board. Each Member shall agree to be bound and abide by all the terms, covenants and conditions of such agreement, and by all the terms and provisions of these Bylaws and Articles of Incorporation of the Cooperative as they now exist and may be amended hereafter.

Section 3.4 Annual Meetings. Regular Meetings of the Members shall occur annually on a date and time as the Board designates (“Annual Meetings”). The Members may hold meetings at the Cooperative’s principal office or such other places as the Board may designate. Regular and Special Meetings of Members may be held by means of telephone, electronic or other communications facilities that permit all participants to communicate with each other during the meeting.

Section 3.5 Special Meetings. Special Meetings of the Members may be called at any time by the Board upon written notice to the Cooperative Members (“Special Meetings”) and held on such date and at such time as shall be designated by the Board. Only such business shall be transacted at a Special Meeting as stated in the notice of such meeting.

A Special Meeting of the Members shall be called within sixty (60) days of receipt of a petition signed and submitted to the Board by at least ten percent (10%) of Members, but in no event fewer than three (3) Employee-Members or three (3) Consumer-Members. Only such business shall be transacted at a Special Meeting as stated in the petition.

Section 3.6 Notice of Meetings. Written notice of all Regular or Special Meetings (collectively “Meeting”) of the Members shall be sent electronically to each Member at the Member’s email address registered with the Cooperative at least ten days before the Meeting. Notice of any Special Meeting shall include a statement of the purpose of the meeting.

Section 3.7 Waiver of Notice. Whenever any notice is required to be given pursuant to these Bylaws or pursuant to applicable law, a waiver thereof in writing, signed by the Member or Members entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any Meeting need be set forth in the waiver of notice, unless specifically required by statute. The attendance of any person at any Meeting shall constitute a waiver of notice of such meeting, except where such Member attends a Meeting for the express purpose of objecting to the transaction of any business on the ground that the Meeting is not lawfully called or convened.

Section 3.8 Nontransferability of Membership. Membership shall not be assigned, transferred, alienated or encumbered in any manner or by any means whatsoever, voluntarily, by operation of law or otherwise. Any such purported or attempted assignment, transfer, alienation, or encumbrance shall be wholly void and confer no rights upon the purported assignee, transferee, or claimant. Nothing in this Section 3.8 shall be deemed to preclude the assignment of non-stock equity interests as otherwise provided in these Bylaws.

Section 3.9 Death of a Member. In the event of the death of a Member, the Cooperative will purchase the Member’s shares as outlined by these Bylaws from their estate. A Member may

designate prior to their death, their desire to transfer their shares to a family member acceptable to the Board of Directors. In such a case, the shares shall be automatically converted to Class B Supporter Shareholder shares. A Successor in Interest of the deceased Member shall not become a Member of the Cooperative unless admitted as a Member in accordance with Section 3.2 of these Bylaws.

Section 3.10 Revocation or Suspension of Membership. The Membership granted under these Bylaws may be revoked or suspended by the Board for a stated period or indefinitely if the Board determines that the Member is in violation of the mission of the Cooperative, as determined by the Board. If a Consumer Cooperative Member ceases to be a consumer of the Cooperative or an Employee Cooperative Member ceases to be an employee of the Cooperative, their Cooperative Membership is revoked. Upon revocation of membership, all rights and interests in the Cooperative shall cease to exist except for rights to redemption of their Total Stock Amount, as defined by the Articles and these Bylaws.

Section 3.11 Resignation of Members. Members shall have the right to resign from the Cooperative at any time before liquidation of the Cooperative. Upon resignation, all rights and interests in the Cooperative shall cease to exist for rights to redemption of their Total Stock Amount as defined by the Articles and these Bylaws.

Section 3.12 Quorum. A quorum necessary to the transaction of business at any Meeting of the Members shall be ten percent (10%) of the total number of Members entitled to vote at such meeting; provided, however, that in determining a quorum on a question submitted to a vote by mail ballot, Members present in person or represented by mail ballot votes shall be counted. The quorum shall be established by registering the Members present at such meetings. Registration shall be verified by the secretary and reported in the meeting minutes.

Section 3.13 Proxy or Cumulative Voting. Members may vote by written proxy voting. No cumulative voting shall be allowed.

Section 3.14 Voting. Except as otherwise provided by these Bylaws, or as otherwise required by law, each Member of the Cooperative shall be entitled to the respective voting rights set forth in Section 3.1 of these Bylaws. Additionally, no member shall have a right to vote until a Member completes a purchase of at least one Class A share priced at \$1,000.00 per share or \$250.00 per ¼ share.

Members of the Cooperative may vote either in person or, if provided in the Articles or these Bylaws of the Cooperative or a resolution of the Board concerning a particular issue, by any of the following methods:

- (i) Mail or electronic transmission if a means is provided to verify that a Member so voting has received the exact wording of the matter upon which the vote is to be taken;
- (ii) Telecommunication; or

(iii) Any other means by which all persons in the meeting may communicate during the meeting.

ARTICLE IV

SUPPORTER SHAREHOLDERS

Section 4.1 Class B Supporter Shareholders. Supporter Shareholders are defined as Class B Supporter Shareholders pursuant to the Articles of the Cooperative. Supporter Shareholders are not Cooperative Members. Class B Supporter Shareholders may buy in at \$250.00 per 1/4 share or at \$1,000 per share. No other class of non-member shareholders shall be created unless approved by the Board, according to the Articles of Incorporation and these Bylaws.

Section 4.2 Admission of Supporter Shareholders. A person or other entity shall be deemed admitted as a Supporter Shareholder and named on the books and records of the Cooperative at the time that such person or other entity:

- (i) executes and delivers to the Cooperative a Subscription Agreement and such other instruments as the Board may reasonably deem necessary or desirable to evidence such person or other entity's agreement to be bound by and to comply with the terms and provisions hereof;
- (ii) completes the purchase of at least one share of Common Stock priced at \$1,000.00 per share or at least 1/4 share priced at \$250.00; and
- (iii) is accepted by the Board.

Each Supporter Shareholder shall agree to be bound and abide by all the terms, covenants and conditions of such agreement, by all the terms and provisions of these Bylaws and Articles of Incorporation of the Cooperative as they then exist and may be amended thereafter.

Section 4.3 Limitations on Transfer. Supporter Shareholder will not, directly or indirectly, offer, sell, pledge, transfer, or otherwise dispose of (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of) any part of their Class B Supporter Stock except in compliance with these Bylaws, the Subscription Agreement, any applicable state and federal securities laws, and the respective rules and regulations promulgated thereunder.

Section 4.4 Voting. Supporter Shareholders are not entitled to a vote, except as otherwise required by law.

ARTICLE V

BOARD OF DIRECTORS

Section 5.1 Board of Directors. The Cooperative shall be managed by a board of no fewer than nine (9) directors (herein each referred to as “Director”). Each Director shall be an individual Member of the Cooperative or a designated representative of an entity Member of the Cooperative. Each Director shall serve for a term of two (2) years (except as indicated below in Section 5.2) which shall commence at the end of the annual meeting of the Members at which such Director is elected.

Section 5.2 Staggered Terms for Directors. The initial Directors of the Cooperative will serve staggered terms. The Board of Directors shall be staggered as follows:

- Four (4) Directors will be elected for an initial term of two (2) years.
- Five (5) Directors will be elected for an initial term of one (1) year.

Following the completion of each Director’s initial term, successor Directors shall be elected by the Membership to serve a term of two (2) years. A Director may resign at any time by submitting a written resignation to the Secretary, which shall take effect immediately without the need for Board approval. Any increase or decrease in the number of Directors by action of the Board, shall be set as to reasonably continue the staggered termination of terms.

Section 5.3 Vacancy; Removal.

- a) Each vacancy occurring in the Board of Directors, other than by removal of a Director by the Members or by expiration of a term, may be filled with a Member of the Cooperative until the next annual meeting of the Members by a vote of the remaining Directors.
- b) Any Director may be removed from office with or without cause by a vote of not less than a two-thirds majority of the voting Members of the Cooperative present at any Annual or Special Meeting of Members. If a Director is removed, the Members removing such Director may, at the same meeting, fill the vacancy. However, the Board of Directors may suspend a Director by a vote of not less than two-thirds of the Directors at a Special Meeting of the Board pending a vote at the Annual or Special Meeting of the Members to remove such Director.

Section 5.4 Meetings. The Board of Directors shall meet regularly at such times and places as the Board of Directors may determine. A simple majority of the Directors may call a Special Meeting. All meetings shall be held on such notice as the Board of Directors may prescribe.

Section 5.5 Teleconference Meetings. A conference among Directors, or among Members of any committee designated by the Board of Directors, by any means of communication through which the participants may simultaneously hear each other during the conference, constitutes a meeting of the Board of Directors or the committee if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference

would be sufficient to constitute a quorum at the meeting. Participation in a meeting by such means constitutes personal presence at the meeting.

Section 5.6 Quorum. A quorum shall consist of at least two-thirds of the Directors. A simple majority vote of all Directors (including those present and not present) shall decide all business of the Board, except where a greater vote is expressly required by law or these Bylaws.

ARTICLE VI

OFFICERS

Section 6.1 Election of Officers. Promptly following each Annual Meeting of the Members of the Cooperative, the Board of Directors shall elect a president and one or more vice presidents and shall at the same time elect a secretary and a treasurer who may, but need not be, a director. The same person may hold the offices of secretary and treasurer. The Board of Directors may employ a general manager chief executive officer and may appoint such additional officers with such titles, powers, and duties, and for such terms as said Board of Directors may determine.

Section 6.2 President. The president shall (a) preside over all Meetings of the Members and of the Board of Directors and (b) have all authority ordinarily held by the president of a corporation.

Section 6.3 Vice President. In the absence or disability of the president, the vice president or vice presidents shall perform the president's duties.

Section 6.4 Secretary. The secretary shall (a) take or supervise the taking of complete minutes of all Meetings of the Members and of the Board of Directors; (b) have custody of the Cooperative's minute book and of its corporate seal, if any; (c) give, or cause to be given, all notices as required by law or these Bylaws; and (d) perform such additional duties as may be required of said person by the Board of Directors.

Section 6.5 Treasurer. The treasurer shall (a) supervise the safekeeping of all funds and property of the Cooperative; (b) supervise the keeping of complete books and records of all financial transactions of the Cooperative, and (c) perform such additional duties as may be required of said person by the Board of Directors.

Section 6.6 Employee Representatives. The employee representatives shall (a) represent the interest of the Class A Employee-Members, and (b) perform such additional duties as may be required of said persons by the Board of Directors. The number of employee representatives shall not exceed two (2).

Section 6.7 Consumer Representatives. The consumer representatives shall (a) represent the interest of the Class A Consumer Members, and (b) perform such additional duties as may be

required of said persons by the Board of Directors. The number of consumer representatives shall not exceed two (2).

Section 6.8 General Manager. The Board of Directors may employ a chief executive officer (“General Manager”) to manage the day-to-day affairs and business of the Cooperative. The General Manager shall have the authority to implement the functions, duties, and obligations of the Cooperative except as restricted by the Board of Directors.

ARTICLE VII

CAPITAL STOCK AND EQUITY

Section 7.1 Stock Limitation. No person or entity shall be permitted to subscribe for more than ten shares of the Capital Stock of the Cooperative, nor shall any person be permitted to own or control more than ten shares of the capital stock of the Cooperative. The shares of stock shall not be less than \$5 nor more than \$1,000 a share, and subscriptions thereto shall be made payable to the Cooperative at such times and in such manner as shall be determined by the Board of Directors. No stock shall be issued to exceed \$10,000 to any shareholder, except as in Section 12 of the Illinois Co-operative Act concerning the purchase of another business in exchange for stock within the Cooperative.

Section 7.2 Common Stock Authorization and Terms. The aggregate number of shares of common stock the Cooperative has authority to issue shall be no more than 5,000 shares. Further terms, conditions, rights and features of the common stock shall be as outlined in the Articles of Incorporation.

Section 7.3 Preferred Stock Authorization and Terms. The Board of Directors is authorized from time to time to accept subscriptions for, issue, sell and deliver shares of preferred stock of the Cooperative to any persons, partnerships or other entity at such times and upon such terms and conditions as the Board of Directors shall determine, establishing a price in money or other consideration, or a minimum price, or a general formula or method by which the price will be determined. The Board of Directors shall have the authority to designate different series or classes of shares of preferred stock with such terms, conditions, rights and features of shares of preferred stock as shall be determined and designated by the Board of Directors.

Section 7.4 Assignment of Stock; Liability for Debts. Every assignment or transfer of stock shall be recorded in the books of the Cooperative, and each shareholder shall be liable jointly with the Cooperative as well as severally, for the debts of the Cooperative only to the extent of the amount that may be unpaid upon the share or shares held by them. No assignor of a share or shares shall be released from such indebtedness by reason of the assignment of his share or shares. However, they shall remain liable jointly with the assignee and the Cooperative, or severally until the stock is fully paid up.

No assignment shall be made to any person who already holds shares of stock to the limit provided for in the Illinois Co-operative Act. Any assignment of stock shall be made only with the approval of not fewer than five (5) of the Directors. No transfer of stock shall be made except by the consent of the Directors as shown on the records of the Cooperative: Provided, that any person demanding the assignment or transfer of any share or shares in such Cooperative to themselves shall have the right to appeal from the action of the Board of Directors, to the Members of the Cooperative at its first regular or special meeting thereafter, and ask that they be admitted to the Cooperative as a shareholder, and the action of the shareholders at such meeting shall be final; and also provided that such shareholders shall not have the power to direct the transfer of stock to any person in excess of the amount which such individual shareholder may hold under the terms of the Act.

Section 7.5 Share Buyback. Shareholders expressly agree that they will sell all of their stock to the Cooperative at the Total Stock Amount in the event that their membership within the Cooperative terminates in accordance with these Bylaws. Shareholders may purchase Supporter Shares pursuant to Article 4 of the Bylaws upon the termination of their Employee or Consumer Membership.

Section 7.6 Uncertificated Shares. All shares of the Cooperative shall be uncertificated. Within a reasonable time after the issuance of or transfer of uncertificated shares, the Cooperative shall send the shareholder a written statement of the information required on certificates pursuant to the Illinois Business Corporation Act.

ARTICLE VIII

RESERVES, DISTRIBUTIONS, AND PATRONAGE DIVIDENDS

Section 8.1 Reserves. The Cooperative shall periodically set aside a portion of Net Margins, or other reasonable funds as determined by the Board or, in accordance with the Articles or Bylaws, for reserves, distributions, Patronage Refunds, capital, or other lawful business purposes.

Section 8.2 Net Margins. Net Margins, after deductions for reasonable reserves and for allowances for income tax, shall be calculated and allocated on a Patronage basis at least once every twelve months to Members or to Members and other qualified persons or entities on an equitable basis as determined by the Board or in accordance with the Articles or Bylaws.

Section 8.3 Retained Net Margins. If the Cooperative has retained Net Margins or other funds allocated to Members, the Board shall have the right in accordance with the Bylaws, and policies established by the Board, to redeem or retire the Net Margins or other funds so retained. All decisions relating to the redemption or retirement of such funds shall be made solely by the Board.

Section 8.4 Declaration and Notice of Patronage. The Board of Directors may, from time to time, declare, and the Cooperative may pay, any available patronage, subject to the provisions of these Bylaws and Subchapter T of the Code. The Cooperative shall notify each Cooperative

Member in the form of a written notice of allocation or a per-unit retain certificate (as those terms are used in Subchapter T of the Code) or other appropriate document at any time during the Patronage Payment Period. Patronage to Members may be paid in full or in part, and in cash or in the form of credit. Such Patronage shall be accounted for on the Cooperative's books and records in an equity capital account for each Cooperative Member receiving an allocation. The Board of Directors shall have full discretion to issue such notices and certificates in either "qualified" or "nonqualified" form, as permitted by the Code and other applicable law.

Section 8.5 Dividends. The Board of Directors may, from time to time, declare, and the Cooperative may pay dividends on its outstanding shares subject to the provisions of these Bylaws. Dividends may be paid in cash, in property, or in shares of the Capital Stock, and distributed as often as once in twelve months, in accordance with the Illinois Co-operative Act.

ARTICLE IX

INDEMNIFICATION

Section 9.1 Right of Indemnity. The Cooperative shall indemnify and advance expenses to any person, including any director, officer, employee or agent of the Cooperative, for such expenses and liabilities, in such manner and under such circumstances as determined by the Board, no less than required by applicable law.

ARTICLE X

DISSOLUTION

Section 10.1. Dissolution. The Board, by a two-thirds majority vote of all its Directors, shall first adopt a resolution recommending dissolution. The resolution adopted shall state the reasons why the termination of the affairs of the Cooperative is deemed advisable, the time by which it should be accomplished, whether or not the Board may revoke dissolution, and the names of three persons and two alternates to act as trustees in liquidation who shall have all the powers of the Board to do all things they deem necessary for the efficient distribution of claims to creditors, in liquidation and termination of the affairs of the Cooperative, including the sale of all or substantially all of the Cooperative's assets as they deem necessary if the resolution also provides for a sale of the property.

Such trustees and alternates need not be Members of the Cooperative. Any vacancies in the trusteeship shall be first filled by the designated alternates and then may be filled by such

persons as may be designated by the remaining trustees. The Board may condition the effectiveness of the dissolution on any basis.

Section 10.2 Notice of Dissolution. The Cooperative shall give notice to each Member of the Regular or Special Meetings at which the resolution to dissolve will be voted upon. The notice shall state that the purpose, or one of the purposes, of the meeting is to consider the proposal to dissolve the Cooperative. The notice shall contain or be accompanied by a copy of the proposal or a summary thereof, including a description of the proposed distribution of the Cooperative's assets. Members may vote either in person, by mail (with a ballot attached to it), or electronic transmission, if a means is provided to verify that a Member has received the exact wording of the matter upon which the vote is to be taken.

Section 10.3 Plan of Distribution. A plan providing for the distribution of assets, not inconsistent with the provisions of the Illinois Co-operative Act, may be adopted by the Cooperative in the process of dissolution and shall be adopted by the Cooperative for the purpose of authorizing any transfer or conveyance of assets.

Section 10.4 Distribution of Assets. After repayment of indebtedness and allowance for any reserves which are reasonably necessary for contingent or unforeseen liabilities or obligations of the Cooperative, liquidation proceeds shall be paid as follows:

- a. First, to Class A Cooperative Members up to a maximum of each such Cooperative Member's Total Stock Amount.
- b. Following the distribution to Class A Cooperative Members, any remaining proceeds shall be used to redeem all Class B Supporter Shareholders' Total Stock Amount.
- c. Any remaining proceeds shall be distributed in an equal amount per share of ownership in accordance with lifetime patronage, to all current Class A Cooperative Members and Class B Supporter Shareholders, or to their heirs.

Section 10.5 Treatment of Members' Rights in the Event of a Merger, Reorganization or Consolidation. In the event of a merger, reorganization or consolidation of the Cooperative or to which the Cooperative is a party, the property rights and interests of Members of the Cooperative shall be recognized and preserved in an equitable manner that corresponds in general to the property rights and interests recognized on the dissolution of the Cooperative.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Fiscal Year. The fiscal year of the Cooperative shall be January 1 through December 31.

Section 11.2 Books and Records. Except as otherwise required by statute, the books and records of the Cooperative shall be kept at such office or offices of the Cooperative as the Board of Directors may from time to time designate for such purpose.

Section 11.3 Corporate Seal. The Board of Directors may adopt, alter or abandon the use of a corporate seal. If adopted, such seal shall be kept in the custody of the Secretary and shall be fixed by the Secretary or by such other office or person as may from time to time be authorized to do so by the Board of Directors to any instrument for which provision for the affixation of a seal is made.

Section 11.4 Gender Clause. Where the plural gender appears in the context of these Bylaws, the Cooperative's Articles, or any agreements or documents, it shall be construed to mean any gender whenever applicable.

ARTICLE XII

AMENDMENTS

Section 12.1 Amendments. These Bylaws may be altered, amended or repealed by the Members at any Meeting of the Members at which a quorum is present, provided a copy of the proposed alteration, amendment or repeal is furnished to each Member at the same time and in the same manner that the notice of such meeting is given. These Bylaws may also be amended, at any meeting of the Board of Directors, by a two-thirds vote of all directors then serving.

We, the undersigned, being officers of **COLLECTIVE RESOURCE COMPOST COOPERATIVE, INC.**, do hereby certify that the foregoing Bylaws are the duly adopted current Bylaws of said Cooperative; and in witness whereof, we have hereunto subscribed our names this 29th day of June, 2023.