

**BYLAWS
OF
Non-Profit Local Foods Network, Inc..**

**ARTICLE 1.
GENERAL**

1.1 Name. The name of this Cooperative shall be and the business shall be conducted under the name of "Non-Profit Local Foods Network, Inc.. or under such other name or names as the Directors may determine (the "Cooperative"). The Directors are authorized to execute and deliver or file such documents and to take such actions as it may consider advisable to permit the Cooperative to use and to ensure the Cooperative's right to use such name or names.

Purposes. The primary purpose of the cooperative is to work together to benefit member businesses with shared purchasing, marketing, resources, and networking opportunities.

1.2 Principal Place of Business. The location of the principal place of business of the Cooperative shall be such place as the Directors may from time to time determine (the "Principal Office"). The Cooperative may maintain offices and places of business at such other place or places within or outside the State of Ohio as the Directors deem advisable. The Directors are authorized and directed to execute and deliver or file such documents and to take such actions as it may consider advisable to permit the Cooperative to conduct its business in such state.

The address/contact of the registered office of this Cooperative is: **Rick Dinovo**, 222 East William Street, Delaware, Ohio 43015, Tel: 740-363-1126 Ext. 232, Fax: 740-363-3478, Cell: 740-815-0830, Email: rick.dinovo@dccmc.com

MEMBERS

1.3 Member Register. The Cooperative shall maintain a membership register (the "Membership Register") at its principal office web site or by a duly appointed agent of the Cooperative setting forth the name, address, and membership interest of each Member and shall be modified from time to time to reflect the addition of new Members and resignation or termination of Members.

1.4 Member Eligibility Criteria; Classes of Members. All staff of the Members of Non-Profit Local Foods Network, Inc.. Cooperative as of the date of adoption of these bylaws, as set forth on Exhibit B (the "Founding Members"), shall immediately become Members of the Cooperative without completion of the eligibility requirements as set forth in this Section 2.2 except for the payment of membership Dues and execution of a Membership Agreement as required by Section 2.2(a)(iv). There shall be at least one class of Members of this Cooperative, which collectively, are the "Members", and individually as a "Member-Institutional". All Members shall serve on the Board of Directors and may be referred to herein as a Member or as a Director.

(a) Member-Institutional. A site for cleaning of exhaust systems that engages in this service may apply to become a member of the Cooperative as a Member-Institutional (other related but non exhaust system cleaning businesses may become members upon approval of the directors). Each exhaust system cleaning Member-Institutional shall have one vote on all matters presented to the Members, except for certain approvals of annual dues. Each Member-Institutional shall designate in writing to the Cooperative a natural person to be its representative and to vote on behalf of the Member-Institutional.

(b) Membership Eligibility. An applicant must:

(i) Be able and willing to provide quality services to an identified region. The following is a list of minimum qualifications for applicants:

- General liability insurance (min. \$1,000,000)
- Vehicle insurance
- Meet Workman's compensation regulations & requirements
- High Speed Internet access/download picture/email capability
- Must be in industry for at least one year
- Approved by the authority having jurisdiction for hood cleaning standards where applicable
- Bonding required where applicable

(ii) provide to the Cooperative two reference letters or verbal endorsement from current Members within the membership in support of such applicant's proposed membership;

(iii) submit a completed membership application to the Cooperative in a form established from time to time by the Directors and meet any other criteria for membership as may be reasonably established by the Directors;

(iv) receive a majority vote from the entire Membership in favor of such applicant's admission to the Cooperative; and

(v) pay the initial Membership Dues (as defined below) and enter into a Membership Agreement with the Cooperative as contemplated in Section 2.6.

(c) Members; Dues. All Members that pay the minimum annual dues (the "Dues") as determined by the Cooperative's Directors may select and pay for Services (as defined in Section 2.10) offered by the Cooperative to be provided to such Member's affiliated organization. The Directors may establish varying rates of fees for Services provided to organizations affiliated with Members. All Members shall have one vote on all matters presented to the Membership, except that the membership shall approve its

annual dues, and no Members from outside such membership may vote on such annual dues.

(d) Institutions. In the event that an institution or other organization is affiliated and represented by a Member, and such affiliation and representation is terminated, such institution or other organization may designate a natural person to be a Member of the Cooperative (the "Designee") without completion of the eligibility requirements set forth in Section 2.2. The Designee shall be a Member of the Cooperative until the earliest to occur of: (i) Designee's completion of the eligibility requirements and acceptance as a Member; (ii) a different natural person completes the eligibility requirements and is affiliated with or represents the institution or other organization; or (iii) the Services contract purchased on behalf of the institution or other organization expires or is otherwise terminated. In all events, a Services contract purchased on behalf of an institution or other organization shall continue without interruption until its termination.

1.5 Duties of Members. The only duties of the Members to the Cooperative or to each other in respect of the Cooperative shall be those established in the Articles of Organization, in these Bylaws and in the Membership Agreement, and there shall be no other express or implied duties of the Members to the Cooperative or to each other with respect to the Cooperative.

1.6 Admission of New Members. The Directors may from time to time admit Members to the Cooperative (including transferees who are admitted as Members) upon fulfillment by the prospective Member of the membership eligibility requirements specified in Section 2.2 and upon acceptance by the Directors. In admitting Members to the Cooperative, the Directors may delegate authority to accept membership applications to a committee or to management of the Cooperative with such limits on authority as the Directors may determine.

1.7 Certificates for Membership. The Membership in the Cooperative shall be uncertificated unless otherwise determined by the Directors.

1.8 Membership Agreement. Members shall execute a Membership Agreement, in a form specified and as approved by the Directors from time to time.

1.9 Lien. The Cooperative shall have a first lien upon and security interest in all property held by the Cooperative and upon all property rights and interests in the Cooperative, however evidenced, and upon any amounts payable to the Member to the extent of any amount that the Member may be indebted or obligated to the Cooperative on any accounts or claims whatsoever, liquidated or otherwise. The lien and security interest may be enforced through the immediate application of such property to such debt or obligation or by the sale of such property or the Member's property rights and interests in the Cooperative after five days' notice in writing served upon the Member. The Cooperative shall also have the right, exercisable at the option of the Directors, to set-off such indebtedness against any amounts payable to the Member, provided, however, that nothing contained herein shall give any Member any right to have such a set-off made.

1.10 Termination of Membership Upon Termination of Membership Agreement. If the Membership Agreement of a Member is validly terminated pursuant to the terms of the Membership Agreement, these Bylaws, or applicable law, the Membership of the affected Member shall likewise be terminated effective upon the termination of the Membership Agreement.

1.11 Membership Dues. The Members shall pay the annual Dues as established by the Directors on an annual basis and as further described in the Membership Agreement.

1.12 Categories of Services. The Cooperative shall offer one or more categories of services to its Members as set forth on Exhibit C and as modified from time to time by the Cooperative's Directors (the "Services"). Members may purchase such Services on behalf of their affiliated organization.

1.13 No Capital Calls. The Members shall not be required under any circumstances to contribute additional capital to the Cooperative except as provided in Article 3 of these Bylaws, even if the funds of the Cooperative are insufficient to meet its operating expenses or the Cooperative incurs or experiences losses.

1.14 Loans. The Cooperative may, as determined by the Directors, borrow money from one or any of the Members or third persons. Subject to the limitations set forth in these Bylaws, a Member may lend money to and transact other business with the Cooperative. Subject to any applicable law, such Member has the same rights and obligations with respect thereto as a third party non-Member. Any loan by a Member to the Cooperative with the required approval of the Directors shall be separately entered on the books of the Cooperative as a loan to the Cooperative and not as a capital contribution by the lending Member, shall bear interest at such rate as may be mutually agreed upon by the lending Member and the Directors, and shall be evidenced by a promissory note duly executed on behalf of the Cooperative and delivered to the lending Member. Such interest and repayment of the amounts so loaned may be secured by the assets of the Cooperative and shall be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

1.15 Withdrawal of Capital. No Member shall have the right to withdraw any part of its capital contribution made pursuant to Section 3.1 prior to the dissolution of the Cooperative, except as provided in these Bylaws. No Member shall have the right to receive any interest on their capital contributions or to receive any property other than cash in return for its capital contribution. Each Member expressly waives the right (if any) to bring an action for partition of any property in which the Cooperative may have an interest.

ARTICLE 2. METHOD OF OPERATION

(a) Cooperative Operation. The Cooperative shall elect cooperative tax treatment and follow the patronage refund method of operation set forth below in this Section 3.1.

(b) Operation on Patronage Basis. The net income of this Cooperative in excess of amounts credited by the Directors to capital reserves shall be accounted for and

distributed annually based upon the provisions of this Section 3.1. In determining the net income or net loss of this Cooperative, there shall be taken into account the Cooperative's share of the net income or net loss of any unincorporated entity in which it owns an equity interest, patronage dividends distributed by other cooperatives of which it is a patron and, to the extent determined by the Directors, its share of the undistributed net income or net loss of any corporation in which it owns an equity interest.

(c) Distribution of Net Income to Patron Members. Each transaction between this Cooperative and each Patron shall be subject to and shall include as a part of its terms each provision of the Articles of Organization and Bylaws of this Cooperative, whether or not the same be expressly referred to in said transaction. Each Patron for whom this Cooperative provides goods or services shall be entitled to the net income arising out of said transaction as provided in this Section 3.1 unless such Patron and the Cooperative have expressly agreed to conduct said business on a nonpatronage basis. No non-member for whom this Cooperative provides good or services shall be entitled to the net income arising out of said transactions as provided in this Section 3.1 unless this Cooperative expressly agrees with the non-member to conduct said business on a patronage basis.

(d) Patrons; Patronage Business; Nonpatronage Business. As used in this Section 3.1, the following definitions shall apply:

(1) The term "Patron" shall refer to any Member or nonmember with respect to business conducted with this Cooperative on a patronage basis in accordance with Section 3.1.

(2) The term "Patronage Business" shall refer to business done by this Cooperative with or for Patrons.

(3) The term "Nonpatronage Business" shall refer to business done by this Cooperative that does not constitute Patronage Business.

(e) Determination of the Patronage Income or Loss. The net income or net loss of the Cooperative from patronage business for each fiscal year shall be the sum of (1) the gross revenues directly attributable to goods and services purchased by Patrons, less (2) all expenses and costs of goods and services directly attributable to goods and services purchased by Patrons. The foregoing amounts shall be determined using the accounting methods and principles used by the Cooperative in preparation of its annual audited financial statements; provided, however, that the Directors may prospectively adopt a reasonable alternative method. Expenses and cost of goods or services shall include without limitation such amounts of depreciation, cost depletion and amortization as may be appropriate, amounts incurred for the promotion and encouragement of cooperative organization, and taxes other than federal income taxes. Such net income or net loss shall be subject to adjustment as provided in this Section 3.1 relating to losses.

(f) Allocation of Patronage Income. The net income of Patrons from patronage business for each fiscal year, less any amounts thereof that are otherwise

allocated in dissolution pursuant to Article 7, shall be allocated among the Patrons in the ratio that the quantity or value of the business done with or for each such Patron bears to the quantity or value of the business done with or for all Patrons (the "Patronage Payment").

(g) Treatment of Patronage Losses.

(1) Methods for Handling Patronage Losses. If the Cooperative incurs a net loss in any fiscal year from Patronage Business, this Cooperative may take one or more of the following actions:

(i) Establish accounts payable by Patrons that may be satisfied out of any future amounts that may become payable by this Cooperative to each such Patron;

(ii) Carry all or part of the loss forward to be charged against future net income;

(iii) Offset all or part of such net loss against a capital reserve account; or

(iv) Cancel outstanding capital.

(2) Allocation of Net Loss Among Member Patrons. Any cancellation of capital and/or establishment of accounts payable pursuant to this Section 3.1 shall be made among the Patrons consistent with the allocation of net income to Patrons.

(3) Board Discretion. The provisions of this Section 3.1 shall be implemented by the Directors, having due consideration for all of the circumstances which caused the net loss, in a manner that it determines is both equitable and in the overall best interest of the Cooperative.

(4) No Assessments against Members or Nonmember Patrons. There shall be no right of assessment against Members or nonmember Patrons for the purpose of restoring impairments to capital caused by net losses.

(h) Distribution of Net Income. The net income allocated to Patrons pursuant to Section 3.1 shall be distributed annually or more often to Patrons as a patronage refund in the form of cash or credits to a capital account established and maintained in the name of each Patron, or in a combination of cash and such capital credits; provided, however, that no distribution need be made where the amount otherwise to be distributed to a Patron is less than a de minimus amount that may be established from time to time by the Directors.

(i) Capital Reserve. The Directors shall cause to be created an unallocated capital reserve and may, in its discretion, annually add to the capital reserve the sum of the following amounts:

(1) The annual net income of the Cooperative attributable to Nonpatronage Business; and

(2) Annual net income from Patrons who are unidentified or to whom the amount otherwise to be distributed is less than the de minimus amount provided in Section 3.1(g).

(j) Allocation and Distribution of Nonpatronage Income and Loss.

(1) Nonpatronage Income. No part of the Cooperative's annual net income attributable to Nonpatronage Business shall be allocated to Patrons, but the Directors shall have the discretion to allocate to Patrons amounts that are otherwise to be added to the capital reserve pursuant to Section 3.1(h)(2). Such allocation may be made on the basis of any reasonable and equitable method. Amounts so allocated to Patrons on a patronage basis using such method as the Directors determine to be reasonable and equitable. Amounts so allocated shall be distributed to Patrons in the form of cash or property, or any combination thereof designated by the Directors.

(2) Nonpatronage Loss. If the Cooperative incurs a net loss on its Nonpatronage Business, such net loss generally shall be chargeable against the capital reserve unless and to the extent the Directors, having due consideration for the circumstances giving rise to such net loss, determine that it is reasonable and equitable to allocate all or part of such a net loss to Patron Members. Any such loss allocated to Patron Members shall reduce such Patron Member's net income from Patronage Business.

(k) Allocation Units. Allocation units may be established by the Directors from time to time on a reasonable and equitable basis for purposes of determining and allocating the net income, gains, expenses and losses of the Cooperative. Allocation units may be based on one or more categories of Services, or they may be based on any other functional, divisional, departmental, geographic or other criteria as determined by the Directors. If more than one allocation unit is established, the Directors shall adopt such reasonable and equitable accounting procedures as will, in the judgment of the Directors, equitably allocate among the allocation units the Cooperative's income, gains, expenses and losses.

ARTICLE 3. MANAGEMENT OF THE COOPERATIVE

3.1 General Powers. The business and affairs of the Cooperative will be managed under the direction of the Directors, which may exercise all powers of the Cooperative and do all things that are not required to be exercised or done by the Members under the Ohio Statutes, the Articles of Organization, or these Bylaws.

3.2 Initial Board. The initial Board of Directors shall consist of the Directors designated in the Cooperative's Articles of Organization (the "Initial Board"). The Initial Board shall serve for the term as designated in the Cooperative's Articles of Organization, at which

time the Board shall be constituted of Members as provided in Section 4.3. If a vacancy occurs in the Initial Board, the vacancy may be filled by appointment by a majority vote the remaining members of the Initial Board, and the members of the Initial Board may not be removed except for cause as determined by a two-thirds majority of the other members of the Initial Board.

3.3 Election; Number; Qualification; Term of Office. From and after the term of the Initial Board, the Board of Directors shall be constituted of Members as provided in this Section 4.3. The number of Directors shall be equal to the number of Members. The term of each Director shall be for so long as such Director is a Member of the Cooperative. The Directors may from time to time establish reasonable policies and procedures governing the election or appointment of Directors, and reasonable eligibility criteria for qualification of persons serving on the Board of Directors.

3.4 Service Committees. The Directors may designate one or more service committees, each of which shall have oversight and authority over various categories of Services offered by the Cooperative as specified by the Directors. Each service committee shall consist of the Directors of the Cooperative who, on behalf of their affiliated organization, select and pay for one or more of the categories of Services over which the service committee has authority. To the extent provided by the Directors, a service committee may exercise all the power and authority of the Directors in the management of the Cooperative with respect to the categories of services for which the service committee has oversight and authority, but no committee will have the power or authority to amend the Articles of Organization, adopt an agreement of merger or consolidation, recommend to the Members the sale, lease or exchange of all or substantially all of the Cooperative's assets, recommend to the Members a dissolution of the Cooperative or a revocation of a dissolution, or amend the Bylaws; and, unless expressly so provided by the Directors, no such committee will have the power or authority to declare a Patronage dividend or to authorize new Members. Service committees will keep regular minutes of their proceedings and report to the Directors when required.

3.5 Other Committees. The Directors may also designate one or more other committees, each committee to consist of one or more of the Directors of the Cooperative. The Directors may designate one or more Directors as alternate Members of any such committee, who may replace any absent or disqualified committee Members. To the extent provided by the Directors, a committee may exercise all the power and authority of the Directors in the management of the Cooperative, but no such committee will have the power or authority to amend the Articles of Organization, adopt an agreement of merger or consolidation, recommend to the Members the sale, lease or exchange of all or substantially all of the Cooperative's assets, recommend to the Members a dissolution of the Cooperative or a revocation of a dissolution, or amend the Bylaws; and no such committee will have the power or authority to declare a Patronage dividend or to authorize new Members. Committees will keep regular minutes of their proceedings and report to the Board when required.

3.6 Audit or Governance Committee. The Directors may also establish an Audit Committee or a Governance Committee. If the Directors do not designate a separate committee to serve as the Audit Committee, then the Board of Directors shall serve as the Audit Committee. The Governance Committee shall have the same power and authority granted to the Board of Directors to act between meetings of the Directors, unless otherwise restricted by the Directors.

3.7 Compensation of Directors. Directors may receive compensation for their services as a Director to the extent established by resolution of the Members. This limitation will not preclude Directors from receiving compensation for services in any other capacity. Directors may be reimbursed reasonable expenses for attending regular or special Board of Directors, service or other committee meetings, if such reimbursement is authorized by the Directors.

3.8 Removal. Except for the Initial Board, a Director may be removed by the Members at any time for cause related to the duties of the position of Director and the Members may fill the vacancy caused by the removal.

3.9 Liabilities of Directors. No Director shall be personally liable to the Cooperative or the Members for monetary damages for breach of fiduciary duty as a Director except:

- (a) for any breach of the Director's duty of loyalty to the Cooperative;
- (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; or
- (c) for any transaction from which the Director derived an improper personal benefit.

No amendment to or repeal of this Section 4.9 shall apply to or have any effect on the liability or alleged liability of any Director for or with respect to any acts or omissions of such Director that occurred before such amendment or repeal.

3.10 Transactions with the Directors, Officers or their Affiliates. The Directors, on behalf of the Cooperative, may enter into contracts with the Directors, officers or Members (or their Affiliates, as defined in the Membership Agreement), provided that any such transactions shall be on terms no more favorable to the Directors, officers or Members (or their Affiliates) than generally afforded to non-affiliated parties in a similar transaction.

3.11 Officers. In accordance with Ohio Statutes, the officers of the Cooperative shall consist of a Chairperson of the Board of Directors, a Vice-Chairperson of the Board of Directors, a Secretary and a Treasurer, and any other officers and agents as the Board of Directors may designate from time to time by resolution. The positions of Secretary and Treasurer may be held by the same person. The Directors shall elect the officers annually, at the annual meeting of the Directors. The powers of all officers shall be as established by resolution of the Directors.

3.12 Compensation. The Directors will cause the hiring of individuals to perform necessary services for the Cooperative. Individuals performing such services for the Cooperative shall receive compensation as may be determined from time to time by the Directors.

3.13 Removal and Vacancies. Any officer may be removed from his or her office with or without cause upon a unanimous vote of the Directors. Such removal shall be without prejudice to the contract rights of the person so removed. A vacancy among the officers by death, resignation, removal or otherwise shall be filled for the unexpired term by the Directors, unless such office is eliminated. Any Member serving on any committee may be removed from

such committee with or without cause upon a unanimous vote of the Directors. Such removal shall be without prejudice to the contract rights of the member so removed. A vacancy on any committee by death, resignation, removal or otherwise shall be filled by the Directors.

3.14 Books and Records.

(a) The Cooperative shall maintain complete and accurate books of account in accordance with GAAP, consistently applied, at the Cooperative's principal place of business. The Cooperative's books shall be kept on the accrual method of accounting, provided that another method may be applied for financial statement reporting purposes with the advice of the Cooperative's accountants. The Cooperative's fiscal and taxable year shall be a calendar year.

(b) The Cooperative shall keep at the principal office of the Cooperative:

(1) true and full information regarding the business and financial condition of the Cooperative;

(2) copies of the Cooperative's federal, state and local income tax returns and reports, if any, for each year;

(3) a current list of the full name and last known business, residence or mailing address of each Member and each Director, both past and present;

(4) copies of the Articles of Organization and Bylaws of the Cooperative, and all amendments to the above referenced documents;

(5) true and full information regarding the amount of cash and a description of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member;

(6) minutes of every meeting of the Members, Directors and committees, and any action taken by the Members, Directors and committees without a meeting; and

(7) other information regarding the affairs of the Cooperative as is just and reasonable.

(c) Upon reasonable written request, any Member or its authorized representative shall have the right to inspect and copy any of the Cooperative's books and records required to be kept pursuant to the preceding Section during ordinary business hours. The Member shall pay any actual costs of such inspection and copying (including costs of converting to written form records not kept in written form). Such inspection shall be conducted at a time and in a manner so as not to interfere with the operations of the Cooperative. The Cooperative shall have a reasonable time to produce such records, taking into account the form and location in which the records are maintained, but in any

event no more than ten business days from the date of receipt of the request. The Cooperative shall not be required to prepare compilations or summaries that are not customarily maintained by the Cooperative.

ARTICLE 4. MEETINGS AND VOTING

4.1 Meetings of the Directors.

(a) The Directors may establish meeting dates, places and notice requirements, adopt rules of procedure it deems consistent with these Bylaws, and meet by means of conference telephone or similar communications or electronic equipment. A total of 35% of the Directors shall have the right to call a special meeting of the Directors by giving thirty days' advance written notice of the time, date and location of such meeting to the other Directors. Notice of any meeting may be waived in writing by the Directors and shall be deemed waived by any Director participating in the meeting. The Directors shall meet at least once per year.

(b) The presence at any meeting of the Directors of one Director more than one-half of all of the Directors shall constitute a quorum for taking of any action.

(c) Each Director shall be entitled to one vote on each matter that comes before the Directors, except that voting to approve annual dues. Unless otherwise set forth in these Bylaws, all questions shall be decided by a majority vote of the Directors present and voting (in person or by conference telephone or similar communications or electronic equipment) at any meeting at which a quorum is present. Voting by electronic means of written communication shall be permitted.

(d) Minutes of each meeting of the Directors shall be prepared and filed in the principal office of the Cooperative. Written consents to any action taken by the Directors without a meeting shall be filed with the minutes.

4.2 Meetings of Committees.

(a) Committees may establish meeting dates, places and notice requirements, adopt rules of procedure it deems consistent with these Bylaws, and meet by means of conference telephone or similar communications equipment. Notice of any meeting may be waived in writing by the Directors and shall be deemed waived by any Director participating in the meeting. Committees shall meet as often as any such Committee deems appropriate.

(b) The presence at any meeting of any Committee of one Director more than one-half of all of the Directors serving on such Committee shall constitute a quorum for the taking of any action.

(c) Each Director serving on any Committee shall be entitled to one vote on each matter that comes before such Committee. Unless otherwise set forth in these Bylaws, all questions shall be decided by a majority of the Directors present and voting (in person or by conference telephone or similar communications or electronic equipment) at any meeting at which a quorum is present. Voting by electronic means of written communication shall be permitted.

(d) Minutes of each meeting of any Committee shall be prepared and filed in the principal office of the Cooperative. Written consents to any action taken by any Committee without a meeting shall be filed with the minutes.

(e) Meetings of the service committees and any other committees established from time to time by the Directors shall be governed by and subject to the same operating rules and procedures (including the rules and procedures relating to voting) as are set forth in this Section 5.2, except as otherwise established by the Directors Committee.

4.3 Meetings of Members.

(a) Regular meetings of the Members shall be held at least annually, at a time and place as determined by the Directors. The Directors may establish meeting dates, places and notice requirements, and adopt rules of procedure consistent with these Bylaws for meetings of the Members, and may provide for meeting by means of conference telephone or similar communications or electronic equipment.

(b) Each Member will have one vote on each matter, except that voting to approve annual dues and all matters submitted to a vote by the Members shall require a majority of the Members voting on the matter. Action required or permitted by the Ohio Cooperative Associations Act to be taken at a Members meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote. Voting by electronic means of written communication shall be permitted.

(c) Minutes of each meeting of the Members shall be prepared and shall be filed in the Principal Office. Written consents to any action taken by the Members without a meeting shall be filed with the minutes.

ARTICLE 5. CHANGES IN MEMBERSHIP

(a) **Transfer of Membership.** A Membership may not be transferred, assigned, encumbered, or alienated in any way, voluntarily or involuntarily, in whole or in part.

5.2 Resignation of Member.

(a) A Member may resign from the Cooperative at any time by giving 60 days' advance written notice to the Cooperative, with such resignation to become effective at the end of the fiscal year in which notice was given.

(b) Upon resignation, a Member shall be entitled to receive a sum equal to the Member's capital contribution and any net profits allocated to the Member for the current year adjusted to and including the effective date of resignation; provided, however, this sum may, at the discretion of the Directors, be paid to the resigning Member in installments over a period of not more than three years (without interest or carrying charge). Upon resignation, the Membership of the resigned Member in the Cooperative shall cease and terminate, and the resigned Member shall only be entitled to the payments provided above.

(c) Other than the Membership Agreement, the resignation of a Member shall not result in termination of such Member's contracts with or commitments to the Cooperative, except as otherwise provided in such contracts or consented to by the Cooperative in writing.

5.3 Expulsion of a Member.

(a) A Member may be expelled from the Cooperative by a 75% vote of the Directors other than the Member subject to such vote, upon the occurrence of any of the following events:

(1) If the Member breaches any material covenant or obligation of the Member contained in the Bylaws of the Cooperative or the Membership Agreement with the Cooperative, and such breach is not cured to the satisfaction of the Directors within thirty days after written notice specifying the breach is given to the Member;

(2) If the Member is absent from a Directors or a Members meeting, and such absence is not excused or otherwise waived by the Directors; or

(3) If a Member's Membership shall be subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Directors of the Cooperative within thirty days after assessment or attachment.

(b) Upon the occurrence of an event described in this Section 6.3, written notice of expulsion shall be given to the violating Member. Upon receipt of notice, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Cooperative, except to receive a sum equal to the Member's capital contribution, and any net profits allocated to the Member for the current year adjusted to and including the effective date of termination; provided, however, this sum may, at the discretion of the Directors, be paid to the terminated Member in installments over a period of not more than three years (without interest or carrying charge). Upon termination, the Membership of the terminated Member in the Cooperative shall cease and terminate, and the resigned Member shall only be entitled to the payments provided above.

(c) Other than the Membership Agreement, the expulsion of a Member pursuant to this Section 6.3 shall not result in termination of such Member's other

contracts with or commitments to the Cooperative, except as otherwise provided in such contracts or consented to by the Cooperative in writing.

5.4 Bankruptcy of a Member.

(a) A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within 60 days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding such Member's debts other than by the payment of them in the full amount thereof, or is otherwise adjudicated as insolvent under any applicable insolvency law.

(b) The Bankruptcy Date of a Member's bankruptcy shall be the date that the Directors, having learned of the Member's bankruptcy, gives notice pursuant to Section 9.5 hereof in writing stating that the Member is regarded as bankrupt under these Bylaws. As of the Bankruptcy Date, the bankrupt Member shall have no further rights as a Member of the Cooperative, except to receive a sum equal to the Member's capital contribution and any net profits allocated to the Member for the current year adjusted to and including the effective date of bankruptcy; provided, however, this sum may, at the discretion of the Directors, be paid to the bankrupt Member in installments over a period of not more than three years (without interest or carrying charge). Upon being declared bankrupt by the Directors, the Membership Interest of the bankrupt Member in the Cooperative shall cease and terminate, and the Member shall only be entitled to the payments provided above.

ARTICLE 6. MERGER, CONSOLIDATION, OR DISSOLUTION

6.1 Liquidating Event. The Cooperative shall be dissolved and commence liquidating upon the affirmative vote of the 75% of the Members then present and voting.

6.2 Distributions Upon Liquidation. Upon the dissolution of the Cooperative, the Directors or any other liquidator designated by the Members shall act as liquidator to wind up the affairs of the Cooperative. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Cooperative's assets and to wind up and liquidate the affairs of the Cooperative in an orderly and businesslike manner and on such terms and conditions as the liquidator deems necessary or advisable, without the consent of the Members. All proceeds from liquidation shall be applied in the following order of priority:

(a) first, to the payment of debts and liabilities of the Cooperative, including any loans or advances to the Cooperative by any Member, and the costs and expenses of liquidation;

(b) second, to the establishment of such reserves as the liquidator deems necessary or advisable;

(c) third, to return the face amount, without appreciation or goodwill, of all capital credits allocated to any Member pursuant to Article 3 and not previously paid or

retired (and if the liquidation proceeds are insufficient to pay all such capital credits in full, the capital credits shall be paid on a first allocated, first paid basis);

(d) fourth, the remaining proceeds shall be paid to the Cooperative Development Foundation or any other non-profit organization committed to cooperative development.

6.3 Distribution in Kind. If any Cooperative assets are to be distributed in kind to the Members, the liquidator shall carry out an informational appraisal of the fair market value of such assets at a date reasonably close to the date of liquidation. The assets shall be distributed in kind to the Members in accordance with Section 7.2 as if the assets had been sold for the appraised value. Assets distributed in kind may, in the discretion of the liquidator, be distributed to the Members as tenants-in-common.

6.4 Merger or Consolidation. If the terms of a merger or consolidation of which this Cooperative is a party do not provide the Members of this Cooperative with an economic interest in the surviving entity that is substantially similar to the economic interest possessed by such Members in this Cooperative immediately before such merger or consolidation, the value of the consideration received shall be divided among them in the same manner as a comparable amount of net liquidation proceeds would be distributed pursuant to Section 7.2. This shall not be construed to prevent issuance of differing forms of consideration to different groups of Members to the extent allowed by law.

ARTICLE 7. AMENDMENT

These Bylaws may be amended by an instrument in writing signed by 66% of the Members of each class of Membership, as provided by the Ohio Cooperative Associations Act, or by a vote of 66% of the Members of each class of Membership at an annual or special meeting. Exhibit C to these Bylaws (categories of Services) may be amended or otherwise modified from time to time by the Directors. No course of dealing between the parties will modify, amend, waive or terminate any provision of these Bylaws or any rights or obligations of any party under or by reason of these Bylaws.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Fiscal Year. The fiscal year of the Cooperative will end on the 31st day of December of each year.

8.2 Depositories. The Board or an officer designated by the Board will appoint banks, trust companies, or other depositories in which the money or securities of the Cooperative will be deposited.

8.3 Checks, Drafts and Notes. All checks, drafts, or other orders for the payment of money and all notes or other evidences of indebtedness issued in the name of the Cooperative will be signed by the officer or officers or agent or agents designated by the Board or by an officer appointed by the Board.

8.4 Contracts and Other Instruments. The Board may authorize any officer, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Cooperative and such authority may be general or confined to specific instances.

8.5 Method of Notices. Any notice or document required to be given to any Member, the Directors, any committee member or the Cooperative shall be in writing and shall be deemed given:

- (a) upon personal delivery;
- (b) upon telephonically confirmed delivery by telefax;
- (c) upon receipt of an e-mail or other electronically transmitted form of communication;
- (d) on the first business day after receipted delivery to a courier service that guarantees next-business-day delivery, under circumstances where such guaranty is applicable; or
- (e) on the third business day after mailing, by certified or registered mail.

Notices given to the Cooperative shall be addressed to the Cooperative at the address of the Principal Office. The Cooperative shall maintain a record of names and addresses (including e-mail addresses) of the Members, Directors and committee members, to be updated by such Members, Directors and committee members in writing from time to time, and any notice given the Members, Directors or committee members shall be given according to the names and addresses on such record.

8.6 Captions. The captions in Bylaws are for convenience only and shall not affect the construction of the Bylaws.

Adopted Effective: March 1, 2010.

CERTIFICATION

The undersigned, the Chairperson of the Board and Secretary of *Non-Profit Local Foods Network, Inc.*, hereby certify that the preceding Bylaws were adopted by the vote of the majority of those voting on the Bylaws pursuant to a written action which was signed by all Members, after the Bylaws were approved by the Directors.

Dated: May 4, 2010.

Chairperson of the Board

Secretary

EXHIBIT A

COOPERATIVE PRINCIPLES

1. Voluntary and open membership
2. Democratic control
3. Member participation
4. Autonomy and independence
5. Education, Training, and Information
6. Cooperation among cooperatives
7. Concern for community

EXHIBIT B

CURRENT BOARD MEMBERS OF COOPERATIVE

Kenneth Stern, The Corporation of Findlay Market, 19 West Elder, Cincinnati, OH 45250,
Tel: 513-665-4839, Cell: 513-473-1860 **(Cincinnati Groups)**

Don Gaddis, Executive Officer, Central Community Co-Op, Tel: 216-355-8236, Cooperative Tel: 216-361-9449 DGaddis@centralcommunityco-op.org **(Cleveland Group)**

Donovan Larkins, Pastor, Shekinah Ranch, PO Box 26160, 6450 Derby Road, Dayton, Ohio 45417,
Tel: 937-835-5226, Email: pdal@sbcglobal.net, **(Dayton Groups)**

Rick Dinovo, President, Delaware County Community Market www.dccmc.com
222 East William Street, Delaware, Ohio 43015, Tel: 740-363-1126 Ext. 232, Fax: 740-363-3478,
Cell: 740-815-0830, Email: rick.dinovo@dccmc.com **(Delaware Group)**

Steve Fortenberry, Executive Director, Goodness Grows www.goodnessgrows.net
2310 W. South Range Road, North Lima, OH 44452, Tel: 330-549-9408 Cell: 330-507-8951
Email: Steve.Fortenberry@gmail.com, **(Youngstown/North Lima Groups)**

Terry Mooney, Community Programs Coordinator, Department of Community Development, 40 W
Main Street, Newark, OH 43005, 740-670-7539, Cell: 740-258-3524, tmooney@newarkohio.net,
(Newark/Grandville Groups)

Laura Hanson, laura@miamiriverfoods.org, Stones Throw Foods, info@miamiriverfoods.org, Troy ,
OH 45373, 937-838-4558, **(Troy Group)**

Aileen Ash, Growers, Growers Co-op Coordinator, Wilmington College AmeriCorps Vista,
Wilmington, Ohio, 45177, Grow Food, Grow Hope Garden Initiative, aileen_ash@wilmington.edu
Tel: 382-6661 ext 488, Cell: 215-990-4474 **(Wilmington Group)**

EXHIBIT C

CATEGORIES OF SERVICES

1. Purchasing supplies, services, equipment, etc.
2. Purchasing core business services
3. Provision of employee purchasing perks
4. Purchasing/managing healthcare and related HR services
5. Cleaning network services marketing
6. Cleaning network services sales/contracting
7. Workforce/subs skill training
8. Procurement of grants and resources to support common needs
9. Education and professional development activities

