

GENERAL BY-LAWS

of

By The Bushel Community Food Co-operative Inc.

incorporated as a share co-operative under the *Co-operative Corporations Act*

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The following is enacted as By-law 1 of By The Bushel Community Food Co-operative Inc. (the **Co-operative**):

1. REQUIREMENTS OF *CO-OPERATIVE CORPORATIONS ACT*

1.1. *Co-operative Corporations Act* -- The affairs of the Co-operative will be governed by and conducted in accordance with the *Co-operative Corporations Act* of Ontario (the *Act*). Certain provisions of that *Act* relate to various matters not dealt with in the by-laws of the Co-operative and should be consulted where appropriate. If any conflict arises between the mandatory provisions of the *Act* and the by-laws of the Co-operative, such provisions of the *Act* shall govern.

1.2. Records -- Pursuant to the *Act*, copies of the following documents shall be kept at the head office of the Co-operative:

- a. a copy of the Articles of Incorporation;
- b. all by-laws;
- c. a register of members and security holders in which is set out the information required by the *Act* (Section 114, paragraph 3 of the *Act*);
- d. a register of directors in which is set out the names and resident addresses while directors, including the street and number, if any, of all persons who are or who have been directors of the Co-operative with the several dates on which they have become or ceased to be directors;
- e. all accounting books and documents (Section 114, paragraph 5 of the *Act*);
- f. the minutes of all meetings of members, directors and any executive or other committee; and
- g. a register of transfers of securities.

These records shall be available for examination by any director and, with the exception of accounting records and minutes of proceedings at meetings of

directors and any committee, by members and creditors or their agents or personal representatives during normal business hours for purposes consistent with the good faith exercise of membership rights and responsibilities in the Co-operative.

2. MEMBERSHIP

2.1. Qualifications for Membership -- The board of directors, in its sole discretion, may admit as a new member of the Co-operative a person who has:

- a. Completed and signed a membership application, agreeing to support the vision, mission, purpose and values of the co-operative, and
- b. Purchased a membership share for \$1.00
- c. Paid a onetime non-refundable fee appropriate to the category of membership:
 - (a) \$99 for producers (Members of this category produce products for the co-operative.)
 - (b) \$99 for employees (Members of this category are employed by the co-operative.)
 - (c) \$24 for consumers (Members of this category purchase goods and services from the co-operative.)

In order to maintain their membership in the Co-operative, members may be required to make additional investments in the Co-operative, in an amount to be determined by the board of directors from time to time and approved at a general meeting of the members.

If a member belongs to more than one membership category they may pay a \$99 membership fee, representing the highest fee category.

2.2. Benefits of Membership -- Members shall enjoy the following rights of membership:

- a. the right to vote at annual and special meetings of members;
- b. all rights of members otherwise set out in the *Act*, the articles and the by-laws of the Co-operative.

2.3. Transfer of Membership -- Membership shall not be transferable.

2.4. Withdrawal -- A member of the Co-operative may withdraw from membership by giving to the Secretary 6 months notice of her/his intention to withdraw.

2.5. Expulsion -- A member of the Co-operative may be expelled from the membership by the directors in accordance with Section 66 of the *Act*.

2.6. Automatic Termination -- If a member ceases to be qualified for membership pursuant to paragraph 2.1, that person automatically ceases to be a member.

2.7. Purchase of Membership Shares on Termination of Membership -- The Co-operative shall purchase from a person whose membership has terminated, all membership shares which the Co-operative is required to purchase pursuant to the *Act* in the manner, and at the times required by the *Act*.

2.8. Agreement to Comply with By-Laws -- Upon becoming a member of the Co-operative, a person is deemed to have entered into an agreement with the Co-operative to comply with and be bound by the by-laws of the Co-operative, as amended from time to time.

2.9. Confidentiality -- Upon being admitted to membership in the Co-operative, members are deemed to have entered into a confidentiality agreement with the Co-operative and shall not disclose to third parties any information pertaining to the Co-operative which, directly or indirectly,

- could be prejudicial to the interests of the Co-operative,
- could place the Co-operative at a competitive disadvantage with respect to existing or potential competitors, or
- could cause material damage to the reputation or image of the Co-operative or the Co-operative's products,

except for information which is generally known, other than as a result of a disclosure in breach of this paragraph, is rightfully in the possession of a member prior to the date when the information was disclosed to the member by the Co-operative, or becomes available to the member on a non-confidential basis from a source which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

3. MEETINGS OF MEMBERS

3.1. Annual Meetings -- The annual meeting of the members shall be held within 6 months of the financial year-end, and within 15 months of any previous annual meetings. The board of directors shall fix the date, time, and location of the annual meeting. The annual meeting shall be held for the purpose of electing

the directors, receiving the financial statements and any auditor's report thereon, and the transaction of any other business that may properly be brought before an annual meeting of the members.

3.2. Special Meetings -- Other meetings of the members may be called by order of the President, Vice-President or the directors, or by written requisition of 5% of the members in accordance with the *Act*, at any time and at any place within Peterborough County in the province of Ontario, and the Secretary shall send the requisite notice of such meeting to members of the Co-operative at any place within Peterborough County in the province of Ontario fixed by the person or persons calling the meeting.

3.3. Business Transacted -- At meetings of the members, only the business stated in the notice calling such a meeting may be transacted.

3.4. Notice of Meetings -- A written notice of each annual or special membership meeting stating the time, place and purpose shall be posted on the web site, and shall be given by the Secretary at least 10 days but no more than 50 days before the meeting, to each member and to the auditor (if any) of the Co-operative.

3.5. Where Notice Not Required -- No notice of any annual or other meetings of the members shall be necessary:

- a. where all the members entitled to vote at such a meeting, are present in person, and in the case of an annual meeting, consent to the transaction of the business, or in the case of any other meeting, consent to the transaction of the business for which such meeting is being held; or
- b. where all members entitled to vote at such meeting who are not present in writing, waive notice of the meeting, or in the case of a meeting other than the annual meeting, notice of the meeting and the purpose for which it is being held.

3.6. One Member - One Vote -- Each member at a meeting is entitled to one and only one vote on any matter requiring a vote of the members.

3.7. Corporate Proxy -- A corporate member may appoint one of its directors or officers to attend and vote on its behalf at meetings of members. No other member of a Co-operative may vote by proxy.

3.8. Quorum -- A quorum for any meeting of the members shall be 20 members, or 30 % of the members, whichever is the lesser. No decision shall be made at any meeting unless the requisite quorum is present.

3.9. Voting -- Except as required by these by-laws or the *Act*, questions arising at any meeting of members shall be decided by a majority of votes. Any questions shall be decided by a show of hands unless, prior to any vote by show of hands, a member requests a ballot. A ballot shall be taken in such manner as the Chair of the meeting shall direct. The Chair, as a member, may exercise his/her vote on a question, and shall not have a second vote in the event of a tie. Prior to any voting, group consensus decision making will be used at the Board's discretion.

3.10. Presiding Officer -- The President or other designee, as determined by the board of directors, shall preside at membership meetings. However, if at a meeting the board's designee is not present within 15 minutes after the time appointed for the holding of the meeting, the members present shall choose a person from their number to be the chair, provided a quorum is present.

3.11. Adjournment -- If a meeting of members is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting other than by an announcement at the meeting that is adjourned. If a meeting of members is adjourned by one or more adjournments for a total of 30 days or more, notice of the adjourned meetings shall be given as for the original meeting. In other words, if a meeting is adjourned and extended on another day less than 30 days away, then notice at the end of the first meeting is adequate; if more than 30 days, then notice must be given again.

4. BOARD OF DIRECTORS

4.1. Powers -- The board of directors shall manage or supervise the management of the affairs and business of the Co-operative.

4.2. Qualifications -- Each director shall be at least 18 years of age, and a member of the Co-operative (or, if the member is a corporation, he or she is a director, officer, shareholder or member of that corporate member), and shall not be an undischarged bankrupt or a mentally incompetent person. A majority of the directors shall be resident Canadians.

4.3. Election and Size -- The board of directors shall consist of a minimum of 5 and a maximum of 9 directors (the exact number to be determined from time to time by the directors) who shall be elected for a term of 2 years, arranged so that at least two of the directors are elected each year. Directors shall be eligible for re-election upon completion of their term.

4.4. Representation -- Each membership category (producers, employees and consumers) shall be represented on the board of directors with a minimum of 2 producer members, 2 consumer members and 1 employee member. No membership category shall have more than 4 representatives on the board of directors at any time.

4.5. Tenure -- Except as otherwise provide by law, by the articles, or by these by-laws, directors shall hold office until their successors are elected.

4.6. Nominations -- At a meeting where directors are to be elected, the board of directors, before nominations are called for, shall choose its chair for the purpose of conducting the elections. Nominations shall be on an individual basis and the chair shall not accept a blanket motion to elect directors until after nominations have been closed.

4.7. Election -- Every member entitled to vote at an election of directors, if she/he votes, shall cast a number of votes equal to the number of directors to be elected in his/her applicable membership category, and the member shall distribute the votes among the candidates in her/his applicable membership category in such a manner as she/he sees fit, but no candidate in each applicable membership category shall receive more than one vote from each member.

4.8. Vacation of Office -- The office of a director shall be vacated:

- a. if she/he ceases to have the necessary qualifications for office;
- b. if she/he is absent without leave of the directors for three consecutive regular meetings of the directors;
- c. if by notice in writing to the Co-operative she/he resigns her/his office,
- d. if by resolution passed by a majority of the votes cast at a meeting of the members called for that purpose, she/he is removed from office;
or
- e. if he/she dies.

4.9. Vacancy -- Whenever any vacancy occurs on the board of directors, provided a quorum of directors remains in office, the directors may appoint a director to fill such vacancy, to serve for a term ending on the date of the next annual general meeting.

4.10. Meetings of Directors -- Regular meetings of the directors shall be held as often as the business of the Co-operative may require but in any event not less than quarterly.

4.11. Place of Meeting -- Meetings of the directors may be held either at the head office of the Co-operative or elsewhere within Peterborough County as the directors from time to time may determine.

4.12. Notice of Meeting -- A meeting of the directors may be convened by the President or any two directors at any time. Notice of such meeting shall be

delivered, or mailed or faxed or telephoned to each director not less than 7 business days before the meeting is to take place.

4.13. Waiver of Notice -- Meetings of the directors may be held without formal notice if all the directors are present or those absent have before or after the meeting waived notice or have signified their consent in writing to the meeting being held in their absence. Attendance of a director at a meeting of directors constitutes a waiver of notice of such meeting except where the director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a director.

4.14. First Meeting After Annual General Meeting -- In the case of the first meeting of the directors to be held immediately following an annual meeting, or in the case of a director elected to fill a vacancy of the board, it shall not be necessary to give notice of such a meeting to the newly elected director or directors in order to legally constitute the meeting, provided that a quorum of directors is present.

4.15. Telephone Meetings -- If all directors of the Co-operative consent thereto generally or in respect of a particular meeting, a director may participate in a meeting of the board of directors or of a committee of the board of directors by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board. If a majority of the directors participating in a meeting so held are then in Peterborough County, the meeting shall be deemed to have been held in Peterborough County.

4.16. Adjourned Meeting -- Notice of an adjourned meeting of the directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting.

4.17. Regular Meetings -- The directors may, by resolution, appoint a day or days in any month or months for regular meetings of the board at a place and hour named. A copy of any such resolution shall be sent to each director after it has passed, and no other notice shall be required for any such regular meeting.

4.18. Quorum -- A majority of the directors shall constitute a quorum.

4.19. Voting -- Questions arising at any meeting of the board of directors shall be decided by using group consensus decision making. If a consensual decision can not be made within the time required for a decision, then the

board of directors will use the voting process using a majority of votes. The Chair, as a director, may exercise his/her vote on a question, and shall not have a second vote in the event of a tie.

4.20. Remuneration – At the discretion of the board, the directors shall be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof or incurred by them as directors in connection with the business of the Co-operative.

4.21. Executive Committee -- Where the number of directors is more than six, the directors may elect from among their number an executive committee consisting of not fewer than three of whom a majority shall be resident Canadians, and may delegate to the executive committee any powers of the board of directors, subject to restrictions, if any, imposed from time to time by the directors. A majority of the executive committee shall constitute a quorum.

4.22. Indemnity -- Subject to paragraph 4.22 of these by-laws, every director and officer of the Co-operative and his/her heirs, executors, administrators and other legal personal representatives shall be indemnified and saved harmless by the Co-operative from and against,

- a. any liability and all costs, charges and expenses that she/he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against her/him for or in respect of anything done or permitted by her/him in respect of the execution of the duties of office; and
- b. all other costs, charges and expenses that she/he sustains or incurs in respect of the affairs of the Co-operative.

4.23. Limitation of Indemnity -- No director or officer of the Co-operative shall be indemnified by the Co-operative in respect of any liability, costs, charges or expenses that she/he sustains or incurs in or about any action, suit or other proceeding as a result of which she/he is adjudged to be in breach of any duty or responsibility imposed upon her/him under the *Act* or under any other statute unless, in an action brought against her/him in her/his capacity as director or officer, she/he has achieved complete or substantial success as a defendant.

4.24. Insurance -- The Co-operative may purchase and maintain insurance for the benefit of its directors and officers.

4.25. Conflict of Interest -- A director of the Co-operative who is a party to, or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Co-operative, unless the subject of the contract or transaction is of a type available to all members of the Co-operative, shall:

- a. disclose to the Co-operative the nature and extent of his interest at the time and in the manner provided by the *Act*;
- b. shall abstain from discussion of and shall not vote on any resolution to approve such a material contract or transaction except as provided by the *Act*; and
- c. shall not attend or otherwise participate in any portion of a meeting of the board of directors at which the board is considering engaging such director in any capacity for remuneration, other than in his or her capacity as a director of the Co-operative.

4.26. Deemed Material Interest -- For the purposes of paragraph 4.24, and without limiting its generality, a director shall be deemed to have a material interest in a party if, where the party is a corporation, the director is a director or officer of that corporation or beneficially owns, directly or indirectly, securities holding more than ten per cent of the voting rights of that corporation, or, where the party is a natural person, if the director is the spouse, parent, son or daughter of such party.

5. OFFICERS

5.1. Election and Appointment -- The directors shall annually or as often as may be required, elect a President, and elect or appoint a Vice-President, a Secretary, and a Treasurer. All of the said officers need to be a member of the board of directors, except the Treasurer. Any two of these offices may be held by the same person, except those of the President and Vice President. The directors may from time to time elect or appoint such other officers and agents as they shall deem necessary who shall have such authority and shall perform such duties as the directors from time to time shall prescribe.

5.2. Remuneration and Removal -- The remuneration of all officers elected or appointed by the directors shall be determined from time to time by resolution of the directors. The fact that any officer or employee is a director or member of the Co-operative shall not disqualify her/him from receiving remuneration as may be determined. All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the directors at any time, with or without cause.

5.3. Delegation -- In the case of the absence or inability to act of the President, Vice-President or any other officer of the Co-operative or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any other officer or to any director for the time being, provided that a majority of directors concur therein.

5.4. Duties of President -- The President shall, if present, preside at all meetings of members and directors, unless those present agree to another director to preside over it. She/he shall sign all instruments which require her/his signature and shall perform all duties incident to her/his office and shall have such other powers and duties as may from time to time be assigned to her/him, by the directors.

5.5. Duties of Vice-President -- In the absence or disability or refusal to act of the President, the Vice-President shall be vested with all the powers and she/he shall perform all the duties of the President.

5.6. Duties of Secretary -- The Secretary shall issue or cause to be issued notices for all meetings of the members and directors when directed to do so, and shall keep or cause to be kept all records required by paragraph 1.2, except e and g, of these by-laws. She/he signs with the president or other signing officer or officers of the Co-operative such instruments as require her/his signature and shall perform such other duties as the terms of her/his engagement call for or the directors may from time to time require of her/him.

5.7. Duties of Treasurer -- The Treasurer shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in the financial institutions designated pursuant to paragraph 6.2. She/he shall keep or cause to be kept proper accounting records in accordance with the *Act*. She/he shall at all reasonable times exhibit, or cause to be exhibited, books and accounts to any director upon application at the office of the Co-operative during business hours. She/he shall sign such instruments as require her/his signature and shall perform all other duties incident to her/his office or that are properly required of her/him by the directors. She/he shall be required to give such bond as directors may require. No director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Co-operative to receive any indemnity thereby provided. Subject to the approval of the Board, the Treasurer may delegate any or all of his/her duties to other officers, or to staff of the Co-operative.

5.8. Manager -- The directors may from time to time appoint a manager (or co-managers) who shall not be one of the directors of the Co-operative and may delegate to her/him full authority to manage and direct the affairs of the Co-operative (except such matters and duties as by law must be transacted or performed by the directors or by the members in general meeting), and to employ, discharge, and fix wages or salaries of employees of the Co-operative.

5.9. Vacancy -- If an officer's position shall become vacant by reason of death, resignation, disqualification or removal, the directors by resolution may elect or appoint an officer to fill such vacancy.

6. FINANCIAL

6.1. Cheques -- All cheques, drafts or other orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons whether or not officers of the Co-operative and in such manner as the directors may from time to time designate.

6.2. Banking Arrangements -- The banking business of the Co-operative shall be transacted in such banks, trust companies, credit unions or caisses populaires as may from time to time be designated by resolution of the board of directors. Such banking business or any part thereof shall be transacted under such agreements, instructions, and delegations of power as the directors may from time to time prescribe or authorize by resolution.

6.3. Custody of Securities -- All shares and securities owned by the Co-operative shall be placed for safe keeping (in the name of the Co-operative) with a credit union, chartered bank or trust company, or the Province of Ontario Savings Office, or with such other corporation as may be determined from time to time by the directors.

6.4. Dishonesty -- For the Co-operative's protection, either

- a. the Co-operative shall maintain fidelity insurance in such amounts as reasonably protects it against dishonesty of its employees, or
- b. every officer or employee of the Co-operative who has charge of or handles money or securities belonging to the Co-operative shall be bonded with a surety company selected by directors for such amounts as may from time to time be prescribed by the directors, but in no case for an amount less than \$1,000.

The directors may prescribe that any other employee or employees of the Co-operative (whether handling money or securities of the Co-operative or not) shall be bonded in such an amount as the directors determine.

6.5. Financial Year -- The financial year of the Co-operative shall terminate on the last day of December in each year.

6.6. Dissolution -- In the event of dissolution of the Co-operative, after payment of all its debts and liabilities the remaining property of the Co-operative shall be paid as set out in the Articles.

7. AUDITORS

7.1. Appointment and Remuneration -- If required by the Act the members at each annual meeting shall appoint an auditor, who is familiar with co-operative

accounting and practice. The auditor when appointed shall hold office until the next annual meeting, and if an appointment is not made, the auditor in office shall continue until a successor is appointed. The remuneration of the auditor shall be fixed by the directors.

7.2. Access to Books and Information -- The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the directors and officers such information and explanations as may be necessary for the performance of her/his duties.

7.3. Report -- The auditor, if required by the *Act* or the Treasurer, shall make a report to the members on the financial statements to be laid before the Co-operative at each annual meeting during her/his term of office and shall state in her/his report whether in her/his opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operation for the period under review.

8. EXECUTION OF DOCUMENTS

8.1. Execution of Documents -- Aside from cheques (see paragraph 6.1) documents requiring the signature of the Co-operative may be signed by any 2 of the directors, officers and/or staff members who have been given signing authority by the directors. All documents so signed shall be binding upon the Co-operative without any further authorization or formality. The directors shall have power from time to time by resolution to appoint any officer or officers, person or persons to sign documents generally or to sign specific contracts, documents and instruments in writing on behalf of the Co-operative.

8.2. Seal -- The seal of the Co-operative, if any, shall be in the custody of the Secretary and may when required, be affixed by her/him or by any officer or officers, person or persons appointed by resolution of the directors to contracts, documents and instruments in writing signed as aforesaid.

9. NOTICES

9.1. Signatures -- The signatures on any notice to be given by the Co-operative may be written, stamped, typewritten, printed or affixed electronically.

9.2. Method of Giving -- Any notice to be given (which term includes sent, delivered, or served) pursuant to the *Act*, the regulations under the *Act*, the articles, the by-laws, or otherwise to a member, shareholder, director, officer, auditor, secretary or general manager or member of a committee of the board of the Co-operative shall be sufficiently given if delivered personally to the person to whom it is to be given, mailed to him at his latest address in the records of the Co-operative by prepaid mail, or sent to that person at his/her latest recorded fax or electronic address in the records of the Co-operative by fax or e-mail.

9.3. Deemed Receipt -- A notice delivered personally shall be deemed to have been given when it is delivered to the recorded address as stated above. A mailed notice shall be deemed to have been given on the fifth day after it is deposited in a post office or public letterbox, unless there is a reasonable apprehension of a labour dispute which would interrupt mail delivery. A notice sent by means of facsimile transmission or e-mail shall, if sent during normal business without indication of failure, be deemed to have been given at the time of transmission or, if outside of such business hours, on the next following business day.

9.4. More Than One Name -- All notices with respect to any memberships registered in more than one name shall be given to whichever of the persons is named first in the books of the Co-operatives and notice so given shall be sufficient notice to all holders of such membership.

9.5. Undelivered Notices -- If any notice given to a member pursuant to Paragraph 9.2 above is returned on three consecutive occasions because he cannot be found, the Co-operative is not required to send any further notices to such member until the member informs the Co-operative in writing of his/her new address.

9.6. Omissions and Errors -- The accidental omission to give any notice to any member, director, officer, auditor or member of a committee of the board, or the non-receipt of any notice by any such person, or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice.

9.7. Waiver of Notice -- Where a notice is required to be given by the *Act*, the regulations under the *Act*, the articles, the by-laws, or otherwise, the giving of the notice may be waived or the time for the notice may be waived or abridged with the consent in writing of such person, whether before or after the time prescribed.

10. FUNDAMENTAL CHANGES

10.1. Sales of Assets -- The sale, lease, exchange, or other disposition of all or substantially all of the property of the Co-operative, or a decision to dissolve or wind up the Co-operative, to amalgamate the Co-operative with any other corporation, or to continue the Co-operative as any other type of corporation, shall be authorized by a special resolution passed by 2/3 of the members in attendance at a duly called meeting of members.

10.2. Limitation upon Subsequent Proposals -- Where a proposal to undertake the sale, lease, exchange or other disposition of all or substantially all of the property of the co-operative, or to dissolve the Co-operative, amalgamate the Co-operative with any other Corporation, or continue the Co-operative as any

other type of Corporation is not passed or confirmed in accordance with the preceding paragraph, no similar proposal shall be made for a period of at least one year.

10.3. Restriction upon Admission of Members -- During any period in which a proposal to undertake the sale, lease, exchange or other disposition of all or substantially all of the property of the Co-operative; or to dissolve the Co-operative, amalgamate the Co-operative with any other Corporation, or continue the Co-operative as any other type of Corporation is being considered by the board of directors or the members of the Co-operative, no new members may be admitted to membership.

10.4. Authorization of Material Acquisitions -- The purchase, lease, or other acquisition of real or personal property by the Co-operative which would result in a substantial and material change in the business, assets, or operations of the Co-operative, and which would require the Co-operative either to raise additional capital from its members or to pledge all or substantially all of its real property as security for a loan in order to complete such a purchase, lease, or other acquisition, must, in addition shall be authorized by a special resolution passed by 66% of the members in attendance at a duly called meeting of members.

10.5. Amendment of Special Provisions -- Any amendment to the articles or by-laws of the Co-operative that would have the effect of amending paragraphs 10.1, 10.2, 10.3, 10.4, or this 10.5 shall be authorized by a special resolution passed by 2/3 of the members in attendance at a duly called meeting of members.

11. GENERAL

11.1. Head Office -- The head office of Co-operative shall be located in Peterborough County in the Province of Ontario, and at such place there as the directors may from time to time determine.

11.2. Seal -- The corporate seal, if any, of the Co-operative shall have inscribed on it the words "By The Bushel Community Food Co-operative Inc.", and the seal impressed in the margin of this by-law is adopted as the corporate seal of the Co-operative.

11.3. Amendments -- Except as set out in paragraph 10.5, neither this by-law nor any by-law to amend these by-laws is effective until it is passed by the directors and confirmed, with or without variation, by at least two-thirds of the votes cast at a general meeting of members of the Co-operative called for that purpose.

11.4. Interpretation -- In all by-laws of the Co-operative, the singular shall include the plural and the plural the singular; the masculine shall include the feminine; the word "person" shall include firms and corporations. Whenever reference is made in this by-law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

PASSED by the board of directors of the Co-operative this _____ day of _____, 2009.

President

Secretary

CONFIRMED by a majority of the members this _____ day of _____, 2009.

President

Secretary