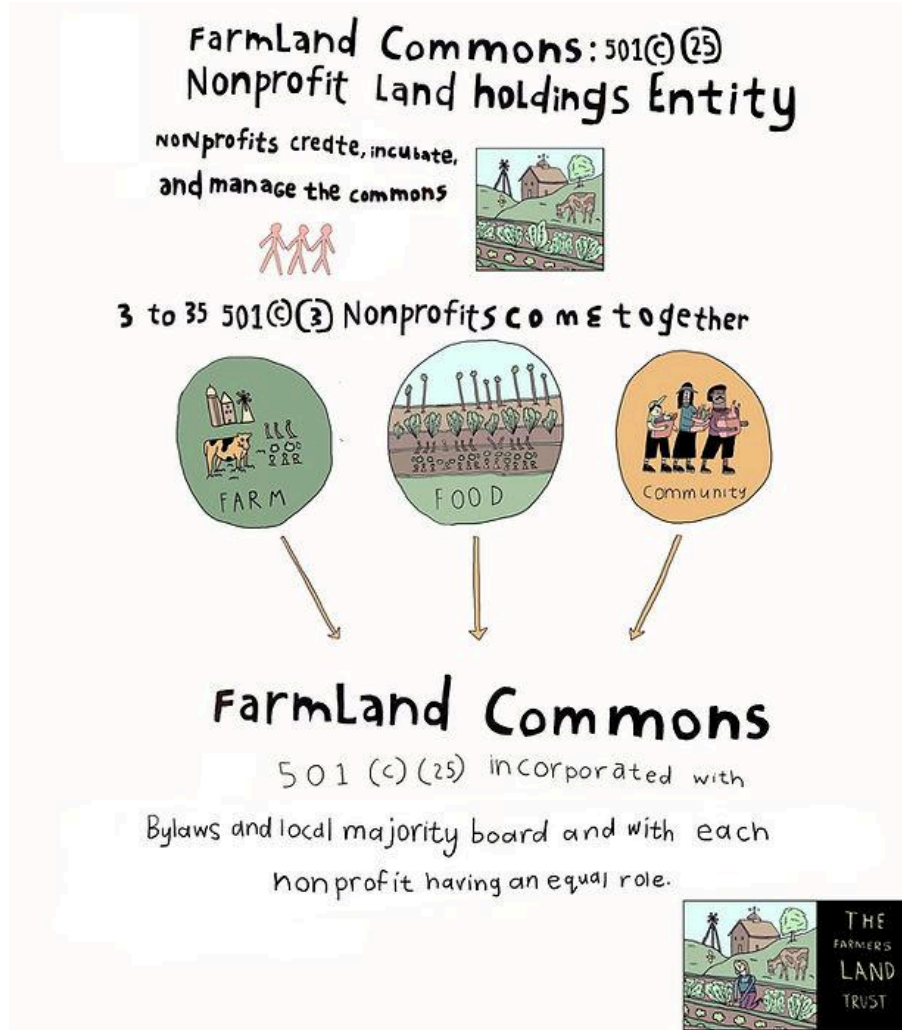


ORGANIZATION NAME

A STATE OF INCORPORATION NONPROFIT CORPORATION FARMLAND COMMONS BYLAWS

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Welcome to Your Bylaws!



This organizational document is the first step towards building your Farmland Commons. Your Commons takes the legal shape of an Internal Revenue Code Section 501(c)(25) nonprofit land holding entity. These Bylaws are intended to (1) define the organization's purpose, (2) outline the basics of member and board governance, and (3) ensure compliance with the Internal Revenue Code. It is written in legal and plain language with the intent that both the legal and plain language have equal weight in the interpretation of these Bylaws. You can tailor these as you see fit to your organization.

1. FOUNDATIONAL UNDERSTANDINGS

About this Section: This section provides important foundational understandings that will be used in the remainder of the Bylaws.

Legal Language

The Farmland Commons means the [ORGANIZATION NAME] (referred to as the “**Commons**”), which is a nonprofit organization as defined under Internal Revenue Code (“**IRC**”) Section 501(c)(25)(C) and [STATE OF INCORPORATION] Nonprofit Corporation law.

Organizations under IRC 501(c)(25)(C) are tax-exempt, title-holding corporations established by three or more organizational Members with IRC Section 501(c)(3) status, created to hold land in trust and overseen by a Board of Directors.

The sole objective of the Corporation is to hold title to properties, encompassing land, infrastructure, and enhancements for uses such as agriculture, education, food systems, community, and residential, acting as a title-holding corporation that is exempt from federal income tax under Internal Revenue Code 501(c)(25).

Responsibilities of Members entail overseeing all assets of the Commons, gathering income from leasing and renting out land and improvements, selling infrastructure situated on such land, and managing all other revenue produced by the Commons.

Plain Language

[ORGANIZATION NAME] is a IRC 501(c)(25) membership organization, meaning the Members form the organization and choose the Board to govern it.

The purpose of the Commons is to be a holding company of the land held in the Commons.

<p>All income collected from the leasing and rental of such land and real estate and property, sale of infrastructure on such land, and all other funds collected by the Commons, less expenses, shall be equally distributed among the Members. However, the Members and Board will direct as much revenue as possible to reinvest in the land, farm infrastructure or other operational costs of the Commons.</p>	<p>Any funds collected in surplus of the needs of the Commons will be equally distributed among the Members. However, the Members and Board will direct as much revenue as possible to reinvest in the land, farm infrastructure or other operational costs of the Commons.</p>
<p>“Founding Members” include [NAME OF NONPROFIT 1], [NAME OF NONPROFIT 2] and [NAME OF NONPROFIT 3]. After the Founding Members, future Members shall be referred to as “Members.” Members shall at all times be organizations as defined by the Internal Revenue Service as tax-exempt under Internal Revenue Code Section 501(c)(3). Member roles and responsibilities are set out in Article 4 and include oversight of the Board of Directors.</p>	<p>Members are the organizational owners of the Commons. The initial members of the organization are [NAME OF NONPROFIT 1], [NAME OF NONPROFIT 2] and [NAME OF NONPROFIT 3]. Members have a different role from Board directors. All Members of the Commons are exempt under IRC 501(c)(3).</p>
<p>The “Board of Directors” or the “Board” is the separate governing body required by the [STATE] law. Individual Board Members are referred to as “Directors.” The initial Board of Directors shall be individuals appointed by the Founding Members and named in the Articles of Incorporation.</p>	<p>The Board is the group responsible for the organizational decision making. It is composed of individuals known as “Directors.”</p>

2. CORE VALUES OF THE COMMONS AND MEMBERS

About this Section: This section provides the guiding philosophies of the Commons and Members.

Legal Language

TBD by the Parties.

Plain Language

TBD by the Parties.

3. ORGANIZATIONAL OVERVIEW

About this Section: This section provides a general outline of the tiers of governance within the Commons.

Legal Language

a. Organizational Design

1. The Commons is a nonstock nonprofit corporation.

2. The principal office of the Commons shall be located at **[INSERT ADDRESS]**.

Plain Language

The structure of the Commons is a nonprofit.

The address of the Commons is **[INSERT ADDRESS].**

4. MEMBERSHIP

About this Section: This section highlights the role of the Members more specifically.

Legal Language	Plain Language
a. Governance Overview	
<p>1. At no time shall the Commons have less than three (3) or more than thirty-five (35) (the max number allowed under (c)(25) Members).</p>	<p>There can be 3 to 35 Members.</p>
<p>2. The Commons shall have one class of voting membership with equal voting rights.</p>	<p>The Members have equal voting rights.</p>
<p>3. All Members must be tax-exempt under IRC Section 501(c)(3). Members will choose an associated individual (staff, Board, or be delegated in writing) to represent them at Membership Meetings.</p>	<p>Members must be Section 501(c)(3) exempt organizations and choose an organizational representative.</p>
b. Membership Elections	
<p>1. New Members may be elected by the current Members at any meeting of the membership. New Member nominations shall be made in writing at least 60 days prior to Membership Meeting to the Board.</p>	<p>Members may choose new Members at any Meeting of the Membership. Nominations are made prior to the Membership Meeting.</p>
<p>2. Nominees must fill out an application at least 30 days prior to the Membership Meeting. Nominations shall be circulated to all Members at least 10 days prior to the Membership Meeting.</p>	<p>Nominees will fill out an application at least 30 days before the Membership Meeting. The applications will be shared 10 days before the Membership Meeting.</p>
a. Membership Dues	

<p>1. The Board may require Members of the Commons may be required to pay dues. The dues need not be equal for each Member. The decision to require dues, and the initial amount of dues, must be recommended and approved by the Board.</p>	<p>Membership dues may be required by the Board.</p>
<p>b. Membership Meetings</p>	
<p>1. A quorum of the Membership shall consist of 51% of all Members. If a quorum is not present, matters may be voted on either electronically, at the convening of a special meeting, or during the next scheduled meeting.</p>	<p>At least 51% of the Members must be present at a Membership Meeting in order to do any business.</p>
<p>2. The Board shall provide written notice of every Membership Meeting to all Members before the meeting and shall include an agenda for the meeting. Reasonable notice is defined as no fewer than 10 days sent via email.</p>	<p>The Board must give the Members at least 10 days' email notice of any Membership Meeting.</p>
<p>3. The Members must meet at least once a year for the Annual Membership Meeting. This meeting is for (i) reports to the Membership by its Officers and the Board of Directors, (ii) the election of Membership Officers and Board Directors, (iii) creation of the Affinity Groups, (iv) the assessment of dues, and (v) the transaction of other business. The Annual Membership Meeting shall be held in the fourth quarter of each year or as otherwise set by the Board of Directors. The location and specific time of the Annual Membership Meeting shall be determined by the Board of Directors. Notice of the Annual Membership Meeting shall include the following as applicable: a list of those persons nominated for Membership, Officer positions, and for the Board of Directors as provided in Article 4 and Article 5 of these Bylaws.</p>	<p>The Annual Membership Meeting will discuss important business of the Commons and occur in the 4th quarter of the year or as otherwise determined by the Board.</p>
<p>4. Regular Meetings may be scheduled as agreed upon by at least 51% of the current Members. Regular Meetings may take place in person or using a mutually agreed upon video conferencing platform.</p>	<p>In addition, there may be other regular meetings that the Members decide is</p>

	necessary.
5. Special Membership Meetings may be called by (a) the Board or (b) by a written petition, addressed to the Board and signed by at least 10% of the Membership. At a Special Membership Meeting, only those matters stated on the agenda, as included in the notice of the meeting, may be acted upon by the Membership.	There may also be special meetings that are not regularly scheduled by the Board or at least 10% of the Membership.
6. All Membership Meetings shall be open to any person associated with the Commons including Members, the Board, or the Farm employees, customers and farm community.	Anyone affiliated with the commons may attend a Membership Meeting.
7. Minutes of all Membership Meetings shall be written down by the Secretary or the designated transcriber of the Board. Minutes for every meeting shall be approved by the Members at the next Membership Meeting or via electronic mail. The elected transcriber of the meeting shall share all minutes within 7 days after each meeting with all Members.	Minutes from the Membership Meetings will be made available 7 days after the meeting.
8. The Membership may take any action that it might lawfully take at any meeting of the Membership in the absence of such a meeting, but with the same effect as if adopted or taken at such a meeting, by written, unanimous consent of the entire Membership. A written statement of the action and the effective date of such action shall be included in the records of the Commons.	If the Members do not want to meet, they may also provide unanimous written consent via email for any action/s instead.
9. If a quorum is present, all decisions shall be made at Membership Meetings by a simple majority vote (51%) of the Members present. Voting shall be conducted on a one-Member one-vote basis. Before a vote is held on any motion, the exact language of the motion shall be recorded by the designated transcriber and read to the Membership, and all Members present shall have a reasonable opportunity to express their opinions on the proposition. Voting	Members will vote by a simple majority vote (51%). Each Member will have one vote. There is no voting by proxy (e.g., sending another representative in the place of the current one) at this time.

<p>by proxy is prohibited unless the Board adopts a process to allow proxy voting.</p>	
<p>c. Authority of the Members</p>	
<p>1. Members shall retain authority over the Board of Directors only to the extent required by IRC Section 501(c)(25).</p>	<p>The authority of the Members over the Board is strictly what is required under IRC Section 501(c)(25). This includes general compliance and the list of activities addressed in Section 4(c)(3) above.</p>
<p>d. Termination of Members</p>	
<p>1. A Member may terminate their Membership after providing 90 days written notice to the Board and all the Members.</p>	<p>Members must provide 90 days written notice if they wish to terminate their Membership.</p>
<p>2. Members that choose to terminate their membership may nominate a replacement organization described in section 501(c)(25)(C), to be voted upon by the remaining Members provided that the exchange does not cause the number of members or beneficiaries to exceed 35.</p>	<p>Self-terminating Members may nominate a successor Member. The nominated Member must be approved by all the remaining Members.</p>
<p>3. The Commons may terminate a Member after providing the Member the opportunity to communicate their case, for:</p>	<p>The Board may also terminate a Member for failing to follow the terms of these Bylaws or for other mission-aligned reasons.</p>
<p>i. Failure to pay dues for three (3) consecutive periods, without an approved reason;</p>	
<p>i. Failure to satisfy Membership qualifications, which qualifications are to be determined by the Board including maintenance of IRC Section 501(c)(3) exempt status; or</p>	

<p>iii. Other reasonable grounds as determined by the Board.</p>	
<p>4. The Board shall create, and communicate to all Members, a fair and reasonable procedure for terminating Memberships that includes notice and an opportunity to be heard.</p>	<p>If a Member is being considered for termination, the Board will provide due process for that Member to be heard before terminating.</p>

<h2>5. BOARD OF DIRECTORS</h2>	
<p>About this Section: This section highlights the role of the Board more specifically.</p>	
<h3>Legal Language</h3>	<h3>Plain Language</h3>
<p>a. Composition and Nomination of the Directors</p>	
<p>1. The Board will be composed of at least 3 Directors and no more than 12 Directors. The precise count of Directors will be determined by the total number of properties currently owned or intended to be acquired through purchase or donation agreements in the Commons.</p>	<p>The exact number of Directors depend on the number of properties held or to be acquired by the Commons:</p>
<p>i. One property: 3-5 Directors</p>	<p>One property: 3-5 Directors</p>
<p>ii. Two properties: 5-9 Directors</p>	<p>Two properties: 5-9 Directors</p>
<p>iii. Three or more properties: 10-12 Directors</p>	<p>Three or more properties: 10-12 Directors</p>

<p>2. At the time of the formation of the Commons, the Members shall nominate individuals to serve as Directors on the first Board.</p>	<p>The Initial Members will choose the first Board.</p>
<p>3. After the initial Directors are chosen per Article 5(a)(2) above, the Directors shall be nominated by the Commons' sitting Board and shall include at least one leaseholder of the Commons but not more than $\frac{1}{3}$ of Board shall be Farmer-Leaseholders of the Commons.</p>	<p>Nominating of future Directors will be made by the Board and include at least one leaseholder of the Commons. Because of the legal structure of a 501(c)(25), not more than $\frac{1}{3}$ of the Board can be Farmer-Leaseholders of the Commons.</p>
<p>4. Directors must be affiliated with the Members, Affinity Groups (as defined below), or a farmer leaseholder of the Commons. Directors shall be selected to further the Commons' Core Values.</p>	<p>Directors must either be affiliated with the Members, Affinity Groups or Farmer-Leaseholders.</p>
<p>5. The Board shall create and the Members shall approve the creation of "Affinity Groups" if there are more farmer-leaseholders than there are room for on the board, or for any other reason consistent with the Commons' policy on Affinity Groups. Affinity Groups are clusters of Members and other organizations/individuals associated with each other on the basis of a common interest or affinity.</p>	<p>The Board will create and the Members will approve "Affinity Groups" when there is evidence of common interest between organizations (e.g., Members, Farmer-Leaseholders) affiliated with the Commons.</p>
<p>b. Board Meetings</p>	
<p>1. At any meeting of the Board, a quorum shall consist of at least 51% of the Board of Directors.</p>	<p>Quorum is at least 51% of the Board of Directors.</p>
<p>2. All decisions including the nomination of the new Directors shall be made by a simple</p>	<p>The Board will make all</p>

<p>majority vote (51%) of the quorum plus the affirmative vote of all the Farmer-Leaseholder Representative Director(s) at a meeting of the Directors unless otherwise required by these Bylaws.</p>	<p>decisions using an affirmative majority vote (51%) plus the affirmative vote of the Director representing the Farmer-Leaseholders interest unless otherwise required by these Bylaws</p>
<p>3. The annual meeting of the Board shall be held at such time and place as the annual meeting of the Members. Written notice of the annual meeting shall be given to all Directors before the meeting and shall include an agenda for the meeting. Reasonable notice is defined as no fewer than ten (10) days (unless it is sent other than first-class or registered mail, in which case it is thirty (30) days and no more than sixty (60) days notice. Notice may be sent via the US Postal Service, email, or other mutually acceptable written form of communication.</p>	<p>Annual Board meetings will take place at the same time as annual Membership meetings.</p>
<p>4. Business at the annual meeting of the Board shall include:</p>	<p>The Board will discuss the following at the annual meeting:</p>
<p>i. The President shall report on the affairs of the corporation;</p>	<p>President’s report;</p>
<p>ii. The Treasurer shall report on the financial condition of the corporation;</p>	<p>Financial updates from the Treasurer;</p>
<p>iii. In the event of any vacancy, Board Officers of the corporation shall be elected; and</p>	<p>Electing new Directors as needed; and</p>
<p>iv. The Board shall conduct such business as may properly come before it.</p>	<p>Any other business needed.</p>
<p>5. Regular meetings of the Board may be held at such times and places as the Board may establish at the annual meeting and special</p>	<p>The Board may also create regular and established meetings in addition to the</p>

<p>notice thereof shall not be required other than the provision of agendas prior to meetings.</p>	<p>annual meeting.</p>
<p>6. Any Board Member may call a special meeting of the Board and with 10 days written notice to the other Directors. At a special meeting of the Board, only that matter or those matters for which the meeting was called, as stated in the notice of the meeting, may be called upon by the Board unless all of the Directors shall be present at the meeting and shall consent to taking action on other matters.</p>	<p>Special meetings are called on an ad-hoc basis with 10 days notice to the other Directors. Directors will only discuss the business that was the basis for the meeting, unless otherwise waived.</p>
<p>7. The Board may take any action which it might lawfully take at any meeting of the Board, in the absence of such a meeting but with the same effect as if adopted or taken at such a meeting, by causing a written statement of the action to be entered into the records of the Commons written consent of the Directors serving on the Board, then in office, and the Board may specify the effective date of such action.</p>	<p>The Board can also take action if all Board Directors unanimously agree in writing to do so.</p>
<p>c. Vacancy and Removal</p>	
<p>1. If any elected Director on the Board should vacate that office for any reason before the expiration of their term, the remaining Board shall, within 30 days from the date on which the Director shall have vacated that office, elect a new Director to fill the vacancy.</p>	<p>If a Director leaves before their term has ended, the remaining Board will nominate and elect a new Director to fill the vacancy. In this case, the Members do not need to approve the Director elected because of vacancy.</p>
<p>2. Any person elected to fill a vacancy on the Board must be one who can be reasonably expected to represent the interests of the constituents and the mission of the Commons.</p>	<p>The newly elected Director must align with the mission of the Commons.</p>

<p>3. Replacement Directors elected by the Board shall serve out the remaining term of the person who has vacated the position.</p>	<p>The replacement Director will fill out the remainder of the vacating Director's term.</p>
<p>d. Vacancy</p>	
<p>1. Except as otherwise specifically provided for pursuant to the provision of these Bylaws, each Director serving on the Board shall serve for a term of 3 years unless they shall be removed from the Board as hereinafter provided.</p>	<p>Each Director will serve a 3 year term.</p>
<p>2. At the end of each Director's term, the Director may stand for re-election if nominated by the remaining Directors.</p>	<p>Directors may serve additional 3 year terms.</p>
<p>3. A Director may serve up to three consecutive terms. A Director who has served its maximum number of three terms may be re-elected in the future after the equivalent of two terms or 6 years have passed.</p>	<p>The Directors may be reelected up to 3 times (9 years total). If additional terms are desired, Directors must wait 6 years before joining the Board again.</p>
<p>4. The term of a regularly elected Director of the Board shall commence at the adjournment of the Annual Membership Meeting at which they were elected.</p>	<p>The Directors official term begins after the Annual Membership Meeting where they were elected.</p>
<p>5. The Board has the authority to dismiss a Director at any point, provided there is unanimous agreement among all Board Members and a fair and reasonable procedure for terminating the Director that includes notice and an opportunity to be heard. In determining this unanimous decision, the vote of the Director who is subject to potential removal will not be counted.</p>	<p>The Directors may remove another Board Member via unanimous consent provided the Board will provide due process for that Director to be heard before terminating.</p>
<p>e. Duties of the Board</p>	

<p>1. The Board of Directors shall carry out the purpose of the Commons, implement the decisions of the Membership, and be responsible for the general management of the affairs of the Commons in accordance with these Bylaws. Specifically, the Board shall:</p>	<p>The Board is the organizational steward ensuring the Mission of the Commons and the Members' is implemented as well as supporting on the general management of the Commons. Specific tasks may include:</p>
<p>a. Approve a written Annual Report to the Membership and make the Report available to all Members. The Report shall include a summary of the Common's activities during the previous year, the Common's most present financial reports, and a list of all real estate held by the Commons. The Report shall be provided to Members as requested and at least annually;</p>	<p>Creating and sharing the Annual Report with the Members;</p>
<p>b. Adopt an annual operating budget prior to the beginning of each fiscal year, and approve any expenditures not included in the budget;</p>	<p>Adopting an annual budget;</p>
<p>c. Communicate and report to Members quarterly, or as needed, with an up-to-date Commons property file, which may include deeds, surveys, leases, conservation and cultural easements, farm practice certifications and/or farm or ranch management plans, forest management plans, soil quality tests, and more as requested or as needed for management of the Commons;</p>	<p>Providing the Members with quarterly reports on property related information;</p>
<p>d. Supervise the activities of all officers, agents, and committees of the Commons in the performance of their assigned duties and investigate conflicts of interest per the Common's Conflict of Interest Policy;</p>	<p>Providing support for the various people and entities that operate the Commons;</p>

<p>e. Provide for the deposit of funds in accordance with these Bylaws;</p>	<p>Ensuring good banking practices;</p>
<p>f. Determine by whom and in what manner deeds, leases, contracts, checks, drafts, endorsements, notes and other instruments shall be signed on behalf of the Commons;</p>	<p>Ensuring good real estate practices;</p>
<p>g. Acquire such parcels of land, with or without buildings and other improvements, through donation, purchase, transfer from a Member organization, or otherwise, as the Board shall determine that it is useful and prudent to acquire in furtherance of the purposes of the Commons;</p>	<p>Purchasing land;</p>
<p>h. Convey ownership of housing, agricultural buildings, and other improvements on the Common's land to qualified lessees, as possible, with restrictions enumerated in a ground lease between the Commons and the lessees;</p>	<p>Transferring ownership of the land,</p>
<p>i. Rent housing, agricultural buildings, and other improvements on the Commons land to qualified renters, aligned with and connected to leaseholder agriculture and agrarian enterprises;</p>	<p>Renting out the land;</p>
<p>j. Exercise, as appropriate, the Common's option to repurchase (or arrange for the resale of) improvements on the Common's land;</p>	<p>Ensuring Farmer-Leaseholders' equity in the land is compensated;</p>
<p>k. Assure the sound management of the Common's finances to invest and steward soil and ecosystem health and farm viability, and in accordance with federal and state regulations;</p>	<p>Ensuring good financial management practices to reinvest in the land;</p>
<p>l. Ensure that all income collected from holding title to property, less expenses, is</p>	<p>Ensuring financial</p>

turned over to the Members in equal parts, in accordance with IRC regulations; and	management practices are in alignment with the Internal Revenue Code regulations; and
m. The Board is allowed to sell land and acquire mortgage-based debt not to exceed 25% of the total land-based asset value.	Mortgaging out the land with a 25% cap on the amount of allowable debt.
f. Powers of the Board	
1. The Board of Directors shall have the following powers:	The Board has the following powers:
a. Appoint and discharge advisors and consultants;	Hiring around advisors and consultants.
b. Create such committees as are necessary or desirable to further the purposes of the Commons. Any Member or stakeholder of the Commons may be appointed to any committee. No committee may take action on behalf of the Commons except as authorized by the Board;	Creating committees of the Commons to address certain tasks;
c. Call special meetings of the Membership;	Calling special Membership meetings;
d. Approve the borrowing, lending, and investing of money as necessary to further the purpose of the Commons;	Borrowing, lending or investing money for Common's related purposes;
e. All duties enumerated above in Article 6(e)(1) ; and	All other duties cross referenced in Article 6(e)(1) above; and
f. Exercise all other powers necessary to conduct the affairs and further the	Providing any other services required to ensure

6. BOARD OFFICERS

About this Section: This section highlights the role of the Board's leadership team.

Legal Language

Plain Language

a. Overview

1. The Board shall designate its Board Officers and Executive Committee, to include a President, Vice-President, Treasurer, and Secretary. These individuals will perform the duties traditionally associated with their respective positions.

The Board will designate the Officers of the Commons.

2. The Board Officers, unless removed as hereinafter provided, shall hold office for one year and may opt for yearly continuation of terms at the Board's annual meeting.

The term of any one Officer is one year. The Officer is voted in at the annual board meeting.

3. The Board may remove Officers for cause (as determined by the Board) and by the consensus of the Board. If desired by the Officer, the Officer will have the opportunity to discuss with the Board prior to removal proceedings.

The Officer may be removed "for cause" by consensus of the Board. The Board will determine what "for cause" means. Board will provide due process for that Officer to be heard before terminating.

7. STEWARDSHIP

About this Section: This section highlights the allowable uses consistent with the Core Values in Article 2 for all land held by the Commons.

Legal Language

Plain Language

a. Acquiring and Leasing Land

1. The Board shall create all documents related to rental, tenure, length of rental agreements, and all other aspects associated with the overall management of land consistent with the Mission and Core Values outlined in **Article 2**. The Board shall also outline selection criteria for choosing Farmer-Leaseholders.

The Board is responsible for the execution of the Common's mission and selection of Farmer-Leaseholders.

2. The decision to mortgage or otherwise encumber land owned by the Commons shall require:

Encumbering (putting some sort of restriction) on any Common's land requires:

i. The approval of the Board of Directors;

Approval from the Board;

ii. The unanimous consent of any parties to whom such land is leased;

Consent of the Farmer-Leaseholders;

iii. Be allowable by these Bylaws; and

Be allowed under these Bylaws; and

iv. Approval by Members.

Approval by the Members.

3. In addition, encumbrances are subject to the following conditions:

Any burdens on the land cannot:

i. Land may only be collateralized for mortgage to 20% of its value;

Exceed more than 20% of the value of the land;

<p>ii. No rights conveyed or encumbered in land, water, and subsurface rights may limit or prohibit agriculture, stewardship, and agrarian enterprises; and</p>	<p>Prohibit or negatively affect the intended agricultural and ecological stewardship practices; and</p>
<p>iii. Mortgage may not obtain rights to foreclose.</p>	<p>Obtain rights to foreclose on the property.</p>
<p>4. Any encumbrances shall be subordinated to any leases relating to such land.</p>	<p>Any burdens placed on the land are subject to the terms of the lease of the Farmer-Leaseholders.</p>
<p>b. Transferring Land</p>	
<p>1. If the Commons should dissolve as a corporation for any reason or cease to engage in carrying out the purposes set forth in its Articles of Incorporation, all of its properties shall be transferred to one or all of the Members for the primary purpose of creating a new Farmland Commons.</p>	<p>Dissolution of the Commons will result in the transfer of any held land to one or more of the Members for the primary purpose of creating a new Farmland Commons.</p>
<p>2. If all the Members dissolve, such properties shall be transferred to the nonprofit fund, foundation, or corporation designated by the Members, which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Internal Revenue Code Section 501(c)(3). The Commons shall make every reasonable effort to prioritize a or b, below, and only after all reasonable options are explored and given time needed shall option c be pursued.</p>	<p>If it is not possible to transfer the land to one or more of the Members, then the land will be transferred in accordance with IRS regulations with a priority on a or b below.</p>
<p>a. Transfer to an Indigenous community located near each parcel, regardless of whether such community is federally recognized, if that community is interested in receiving the land and has the capacity to steward the land;</p>	<p>To Indigenous communities located near the land;</p>

<p>b. Transfer to a people of color-led, land-based organization that shares the mission of the Commons, if that community is interested in receiving the land and has the capacity to steward the land;</p>	<p>A People of Color led organization doing land-based work;</p>
<p>c. Transfer to a mission-compatible land-based organization near the location of each parcel that has adequate funding, knowledge, resources, and demonstrated commitment to manage the land as a commons; or</p>	<p>A Mission aligned organization that has adequate funding to steward the land; or</p>
<p>d. Notwithstanding the above, a parcel of land may be sold on the open market when it is not a viable or integral component of agriculture, agrarian, community, and/or ecological health and viability of the whole Commons pursuant to a resolution adopted by an affirmative vote by at least two thirds of the entire Board plus the affirmative vote of the Farmer-Leaseholder Representative Director and with the approval of all of the Members and agreement to waive Option to Recover. Any and all sales are subject to existing leases, and subsequent buyers are bound by existing leases at the time of sale.</p>	<p>When the land is no longer viable or integral component of agriculture, agrarian, community, and/or ecological health and viability of the whole Commons it may be sold on the open market.</p>

<p>8.AMENDMENT OF THE ARTICLES OF INCORPORATION OR BYLAWS</p>	
<p>About this Section: This section highlights how the Commons may amend their organizational materials.</p>	
<p>Legal Language</p>	<p>Plain Language</p>

<p>1. The Articles of Incorporation may be amended and these Bylaws may be amended or may be repealed and new Bylaws adopted only by:</p>	<p>The following must be met for the Articles of Incorporation and these Bylaws to be amended or replaced:</p>
<p>a. An affirmative vote by two thirds of the entire Board of Directors plus the affirmative vote of the Farmer-Leaseholder Representative Director at any regular or special meeting of the Board, provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof; and</p>	<p>At least 2/3s of the entire Board plus the Farmer-Leaseholder Representative Director must affirmatively vote for the amendment or replacement of these Bylaws and/or the Articles of Incorporation; and</p>
<p>b. Unanimous consent by all Members present at any Regular or Special Membership Meeting, a quorum being assembled, provided that written notice of such meeting has set forth the proposed amendment or replacement, with appropriate explanations thereof.</p>	<p>All Members must affirmatively vote for the amendment or replacement of these Bylaws and/or the Articles of Incorporation.</p>

9. DISSOLUTION OF THE COMMONS

About this Section: This section highlights how the Commons may dissolve organizationally.

<p>Legal Language</p>	<p>Plain Language</p>
<p>1. A decision to dissolve the Commons and to distribute the Common’s assets in a particular manner in accordance with the Articles of Incorporation shall require:</p>	<p>If the Board and Members wish to dissolve the Commons:</p>

<p>a. An affirmative vote by two thirds of the entire Board of Directors plus the affirmative vote of the Farmer-Leaseholder Representative Director at any regular or special meeting of the Board, provided that written notice of such meeting has included a full description of a proposed plan of dissolution; and</p>	<p>At least 2/3s of the entire Board plus the Farmer-Leaseholder Representative Director must affirmatively vote for the dissolution; and</p>
<p>b. An affirmative vote by all of the Members present at a Regular or Special Membership Meeting, a quorum being assembled, provided that written notice of such meeting, including a full description of the proposed plan of dissolution, has been given to all Members of the Commons no later than three weeks prior to the meeting.</p>	<p>All of the Members must affirmatively vote for the dissolution.</p>
<p>2. If the Commons should dissolve for any reason, all of the business, properties, assets, and income of the Commons remaining after payment of all debts and liabilities of the Commons shall be distributed in accordance with these Bylaws, the Articles of Incorporation and as required by law.</p>	<p>Dissolution of the Commons means a distribution of all holdings (land, money, etc.) in accordance with these Bylaws, the Articles of Incorporation and as may be required by law.</p>

<p>10. MISCELLANEOUS PROVISIONS</p>	
<p>About this Section: This section highlights standard provisions in Bylaws.</p>	
<p>Legal Language</p>	<p>Plain Language</p>

<p>1. The fiscal year of the Commons shall begin on January 1 of each year and shall end on December 31 of each year.</p>	<p>The fiscal year is January 1 - December 31.</p>
<p>2. All funds of the Commons not otherwise employed shall be deposited in such banks, trust companies, or other reliable depositories, as the Board, from time to time, may determine. All checks, drafts, endorsements, notes, and evidence of indebtedness of the Commons shall be signed by such officers or agents of the Commons and in such manner as the Board, from time to time, may determine.</p>	<p>The Commons will have a bank account.</p>
<p>3. No loans or advances shall be contracted on behalf of the Commons, and no note or other evidence of indebtedness shall be issued in its name, except as authorized by the Board of Directors. Any such authorization shall relate to specific transactions.</p>	<p>The Board must agree to any debt taken on by the Commons.</p>
<p>4. Any Officer or agent of the Commons specifically authorized by the Board of Directors may, on behalf of the Commons, enter into those contracts or execute and deliver those instruments that are specifically authorized by the Board of Directors. Without the express and specific authorization of the Board of Directors, no officer or other agent of the Commons may enter into any contract or execute and deliver any instrument in the name of the Commons.</p>	<p>Authorized Officers and/or employees may sign contracts on behalf of the Commons.</p>
<p>5. Any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit or proceeding by reason of the fact that they are or were a Director or Officer of the Commons shall be indemnified by the Commons against any and all liability and the reasonable expenses, including attorneys' fees and disbursements, incurred by him or her (or their heirs, executors, or administrators) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein, except in relation to matters as to which it shall be</p>	<p>The Directors and Officers will not be held personally responsible for their actions as long as those actions were legal, done in good faith and within the scope of their position. The Commons will protect these people in the event of a lawsuit.</p>

adjudged in such action, suit or proceeding that such Director or Officer is liable for negligence or misconduct in the performance of their duties.

[SIGNATURE PAGE TO FOLLOW]

CERTIFICATE OF SECRETARY

About this Section: This section highlights how the Commons may dissolve organizationally.

Legal Language

I, the undersigned, being the Secretary of ORGANIZATION NAME hereby certify that the above Bylaws consisting of pages including this certificate were adopted as the Bylaws of this organization pursuant to the unanimous written consent of the Members and the Board, effective DATE OF MEETING. These Bylaws are, as of the date of this certification, the duly adopted and existing Bylaws of this organization.

Plain Language

I am the Secretary of the Commons and promise that the Board and Members have agreed to the terms of these Bylaws as of DATE OF MEETING.

SIGNED: