

south
mountain
COMPANY

15 RED ARROW ROAD • P.O. BOX 1260 WEST TISBURY, MA 02575
TEL 508.693.4850 • SOUTHMOUNTAIN.COM

Bylaws

of South Mountain Company, Inc.

AS AMENDED THROUGH JUNE 15, 2024

Bylaws of South Mountain Company, Inc.



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Corporate Affairs

1. NAME. The name of the corporation is SOUTH MOUNTAIN COMPANY, INC. (hereinafter referred to as the “Corporation”).

2. REGISTERED OFFICE. The location and mailing address of the Corporation’s registered and principal office is 15 Red Arrow Road, PO Box 1260, West Tisbury, MA 02575.

3. FISCAL YEAR. The fiscal year of the Corporation shall end on the last day of April in each year.

4. EXECUTION OF INSTRUMENTS. All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed on behalf of the Corporation shall be signed by the President or the Treasurer except as the Directors may otherwise determine.

5. CORPORATE RECORDS. Copies of corporate records, including the Articles and Bylaws, records of meetings, and stock and transfer records containing the names of all Members, shall be kept by the Clerk at the principal office of the Corporation. These records shall be available to Members for inspection at reasonable times.

6. ARTICLES OF ORGANIZATION. In the event of any inconsistency between the Articles of Organization and these Bylaws, the provisions of the Articles of Organization shall be controlling. All references in these Bylaws to the Articles or Articles of Organization shall mean the Articles of Organization of the Corporation as amended from time to time.

7. MEMBERSHIP ORGANIZATION. The Corporation shall operate on a democratic, Member-controlled and cooperative basis, for the mutual benefit of the Corporation’s Members, with earnings and losses

allocated on a patronage basis, and with voting by Members as required by these Bylaws.

8. CONSENSUS-BASED DECISIONS. Consensus-based decision making, using guidelines which shall be published in the Corporation’s Operating Policies, shall be practiced in meetings of the Members and in meetings of the Board of Directors. Whenever a consensus decision cannot be reached, voting is permissible, as provided in Article IV, section 7 and Article V, section 12.

9. NON-DISCRIMINATION. Members, Directors, officers, managers, employees, or their designees shall not discriminate against any employee with regard to race, color, religion, sex (including pregnancy and related conditions, sexual orientation, or gender identity), national origin, age, genetic information, disability, marital or veteran status, or any other status protected by applicable law.

10. EQUAL EMPLOYMENT OPPORTUNITY. The Corporation shall provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy and related conditions, sexual orientation, or gender identity), national origin, age, genetic information, disability, marital or veteran status, or any other status protected by applicable law. Such opportunity applies to all terms and conditions of employment, including recruiting, hiring, training, placement, promotion, Membership, disciplinary action, termination, layoff, recall, transfer, leaves of absence, and compensation.

11. PURPOSES. The Corporation shall be a benefit corporation and is formed for the following purposes: (a) to provide architecture, building, and renewable energy services, and to do all things necessary,

ARTICLE I

Corporate Affairs

Continued

convenient or incidental to the foregoing; (b) to create general public benefits that strengthen our local community and economy and generally adhere to triple bottom line (people, planet, and profits) principles; (c) to conduct or engage in electrical contracting and installation work, including but not limited to solar and alarm systems; and (d) to carry on any business or other activity which may be lawfully carried on by a corporation organized under the business corporation law of the Commonwealth of Massachusetts, whether or not related to those referred to above in this section.

Owners

1. DEFINITIONS. “Member(s)” and “Membership” shall hereinafter be referred to as “Owner(s)” and “Ownership” and shall have the meaning described in the Massachusetts General Laws, Chapter 157A, Section 2. Owners shall hold the common shares of the Corporation.

2. OWNERSHIP COMMENCEMENT. The requirements to become an Owner of the Corporation are as follows:

(a) **Eligibility.** A person is eligible to become an Owner who (a) is a natural person; (b) is employed by the Corporation on a full or three-quarter time basis as defined in the Corporation’s Operating Policies; and (c) has completed a trial period of five (5) years of employment and a minimum of six thousand (6,000) hours worked.

(b) **Approval.** An employee must be approved by the Owners or their designees before Ownership may commence. Except as otherwise determined by the Owners, an employee will be approved as an Owner after meeting the eligibility requirements.

(c) **Agreement.** After an employee has been approved to become an Owner, and when the employee chooses to proceed, the employee shall sign a stock purchase agreement with the Corporation and pay an Ownership Fee, in an amount determined by the Owners, to purchase one Ownership Share. The employee shall have three (3) years from the date of the stock purchase agreement to complete payment of the entire fee.

(d) **Commencement.** As soon as the employee pays one-half or more of the Ownership Fee, but not before, the employee shall become an Owner with all the rights and privileges of Ownership; provided, however, that if the entire fee is not paid within

the three (3) year period beginning with the date of the stock purchase agreement, then, as of the third anniversary of such date, the employee’s Ownership shall be terminated and the amount to be received in redemption of the Ownership Share shall be limited to the amount of the Ownership Fee actually received from the employee by the Corporation.

3. EMPLOYMENT. An employee’s status as an Owner of this Corporation shall not be construed as a contract or condition of employment. All employees, whether Owners or non-owners, are employees at will, and nothing in these bylaws shall be construed as limiting or changing this status.

4. NON-OWNER EMPLOYEES. The Corporation may employ non-owner employees. Such employees may or may not seek to become Owners as they become eligible to do so. Non-owner employees shall not have all the rights of Owners under these bylaws, and shall be informed of this fact at the time they become employed or elect to decline any offer of Ownership. Non-owner employees shall be able to attend any meeting of Owners or other decisional body open to Owner attendance, and shall be able to express their views on any subject before the meeting, but they may not vote.

5. ONE CLASS OF STOCK. The Corporation shall have one class of common stock. Shares of common stock shall be designated as “Ownership Shares.” Holders of said Ownership Shares shall have the right to vote on all matters that require voting by stockholders pursuant to the law, the Articles, or the Bylaws of the Corporation. The record owner of an Ownership Share shall be as it appears on the books and records of the Corporation, and such record owner shall be entitled to only one vote on any matter before

Owners

Continued

Owners for a vote.

6. OWNERSHIP SHARES AND OWNERSHIP FEE. Ownership Shares may be held only by Owners. Each Owner shall own one and only one Ownership Share. The cost of an Ownership Share shall be determined by the Owners and shall be designated as the “Ownership Fee.”

7. TRANSFER RESTRICTIONS. No Ownership Share can or shall be assigned, either voluntarily or involuntarily, or by operation of law; nor can any Ownership or Ownership rights, voting or property rights of an Owner in the Corporation be assigned, transferred, alienated, or encumbered in any manner or by any means whatsoever. Nothing in this paragraph shall prevent the transfer and/or repurchase of an Owner’s Ownership Share back to the Corporation.

8. OWNERSHIP TERMINATION. An Owner’s Ownership shall be terminated and this person’s Ownership Share shall be redeemed by the Corporation for consideration determined in accordance with Article III upon any one or more of the following: (a) voluntary or involuntary termination of an Owner’s employment by the Corporation, except for temporary layoffs or absences; (b) the Owner’s nonpayment of the Ownership Fee; (c) the amount of the Owner’s individual capital account balance falls, through distributions, below the then current Ownership Fee; (d) the Owner becomes less than a three-quarter time employee, as defined in the Corporation’s Operating Policies. No Owner’s Ownership may be terminated involuntarily without prior written notice and a right to a hearing before the Owners or such other body as determined by the Owners.

Internal Capital Accounts

1. INTERNAL CAPITAL ACCOUNTS—DEFINITIONS

The Corporation shall have a system of internal capital accounts to reflect its net worth. The following definitions shall apply to terms used herein.

- (a) The **net worth** is the difference between the assets and liabilities on the corporate books.
- (b) The **internal capital accounts** consist of the individual capital accounts and the collective account.
- (c) An **individual capital account** is maintained for each Owner, and it records the part of the net worth allocated to each Owner as a valuation of that Owner equity in the Corporation. The collective account is the portion of the net worth that is not allocated to any individual capital account and is not to be distributed during the lifetime of the Corporation.
- (d) The **total net income** is the net income for the fiscal year computed for purposes of the federal income tax. The total net income, positive or negative, is divided into the collective net income and the individual net income.
- (e) The **individual net income** is a fraction of the total net income, determined as follows: a fraction the numerator of which is the Owners' patronage and the denominator is the Owners' patronage plus the non-Owner's patronage multiplied by a fraction the numerator of which is the average hourly rate of Owners and the denominator is the average hourly rate of non-Owners. The total net income is multiplied by this fraction to determine the individual net income. The individual net income is allocated to each Owner's capital account based on individual Owner patronage to total Owners'

patronage.

- (f) The **collective net income** is the total net income less the individual net income and applicable taxes.
- (g) The **patronage** of an Owner or non-Owner is the total number of hours worked for the Corporation during the fiscal year. The Owners' patronage is the total number of hours worked by Owners during the fiscal year, and the non-Owners' patronage is the total number of hours worked by non-Owners during the fiscal year.
- (h) The **patronage allocation** is the positive amount of net income that is allocated, in proportion to patronage, to the Owners' individual capital accounts and/or to the Owners as patronage dividends. The negative patronage allocation is the negative amount allocated from current losses to the individual capital accounts of the Owners in proportion to patronage.
- (i) The **individual capital account statement** is an accounting statement issued to each Owner at the end of each fiscal year which details all the changes in the Owner's individual capital account for that fiscal year.
- (j) The **termination distribution** refers to the distribution of cash and/or notes of indebtedness to an ex-Owner or an ex-Owner's estate which is triggered by Ownership termination or retirement.

2. INDIVIDUAL CAPITAL ACCOUNTS, COLLECTIVE ACCOUNT, AND OWNERSHIP FEE

Each Owner shall have an individual capital account that records a portion of the Corporation's net worth. Each Owner shall pay to the Corporation in cash an initial Ownership Fee in an amount determined from time to time by the Owners. The Ownership Fee shall

ARTICLE III

Internal Capital Accounts

Continued

be credited to the Owner's individual capital account.

(a) The balance in the individual capital account results from and is increased by: (1) the initial Ownership Fee, and (2) the amount of any patronage allocation of income. The balance is decreased by: (1) the application of negative patronage allocations, (2) any corporate taxes or other charges against individual net income, (3) the payment to an Owner of a patronage dividend, or (4) redemption of the Ownership Share in cash or notes of indebtedness.

(b) The balance in the collective account results from and is increased by: (1) the collective net income for the fiscal year, and (2) any gifts or grants to the Corporation which are not to be allocated to the individual capital accounts. The balance in the collective account is decreased by (1) negative collective allocations, or (2) any corporate taxes or other charges against collective income.

3. NET INCOME, ALLOCATIONS, AND DISTRIBUTIONS. Total net income for each fiscal year shall be allocated and/or distributed as follows.

(a) **Positive Patronage Allocations.** If the individual net income is positive, then the Owners shall allocate the patronage allocation to (1) qualified patronage dividends described in Internal Revenue Code §1388(a), (2) qualified written notices of allocation described in Internal Revenue Code §1388(c), and/or (3) nonqualified written notices of allocation described in Internal Revenue Code §1388(d). For each fiscal year, the Owners shall determine what percentage of the patronage allocation shall be qualified patronage dividends, qualified written notices of allocation and/or nonqualified written notices of allocation. The same percentages shall be applied to each Owner's patronage allocation.

Amounts allocated to Owners but not paid shall be credited to the individual capital accounts of the Owners as net worth of the Corporation and may be used for any and all corporate purposes. Qualified written notices of allocation shall be redeemed by the Corporation pursuant to the terms provided in the notice. Nonqualified written notices of allocation may be redeemed from time to time at the discretion of the Owners. Redemption of part or all of the amount of an Owner's qualified or nonqualified written notices of allocation in the event of special need may be made upon request from time to time pursuant to rules adopted from time to time by all of the Owners, provided that any such rules shall apply generally to all of the Owners.

(b) **Negative Patronage Allocations.** The individual capital account of each Owner shall be debited with the fraction of the total negative patronage allocation equal to the ratio of such person's Owner patronage to the total Owners' patronage for the fiscal year. The collective capital account shall be debited with the remainder of the total negative patronage allocation for that fiscal year. The Corporation shall have the right, for tax purposes, to carry back or carry forward net operating losses to past or future years in accordance with applicable provisions of the Internal Revenue Code.

(c) **Individual Capital Account Statements.** At the end of each fiscal year, after completion of all the internal account changes which related to that fiscal year, each Owner shall be issued an individual capital account statement. This statement shall include the previous balance in the Owner's account, the positive or negative patronage allocations to the account, the redemptions or distributions from the account, and the resulting current balance in the

Internal Capital Accounts

Continued

Owner's account. If all or part of a written notice of allocation were cancelled by any negative patronage allocations to the account, then the account statement shall specify the notices and amounts cancelled.

(d) **Consent to Include Qualified Allocations in Taxable Income.** Each person who applies for and is accepted to Ownership and each person who is an Owner on the effective date of this bylaw who continues as an Owner after such date, shall, by such act alone, consent that the amount of any distributions with respect to such Owner's patronage during a taxable year which are made in qualified written notices of allocation (as defined in Internal Revenue Code §1388(c)), and which are received by such Owner from the Corporation, will be included in taxable income by such Owner at the stated dollar amounts in the manner provided in Internal Revenue Code §1385(a) in the taxable year in which such written notices of allocation are received.

(e) **Collective Net Income.** Collective net income, reduced by corporate taxes and other charges properly allocable to that income, shall be added to the collective account. The collective account may be used for any and all corporate purposes.

4. EQUITY REDEMPTIONS.

(a) **Termination Distributions to Owners.** Upon voluntary or involuntary termination of an Owner's employment by the Corporation, except for temporary layoffs or absences, this person's Ownership Share shall automatically be deemed to have been transferred and returned to the Corporation in return for the consideration specified herein. The account balance in the terminating Owner's internal capital account shall be fixed after the adjustments at the end of that fiscal year, and

the account shall be closed to any further patronage allocations. After the year-end adjustments, if the account has a positive balance, then that balance shall be paid to the ex-Owner in consideration for the Ownership Share in some combination of cash and promissory notes and under such terms as the Owners shall deem appropriate. After the year-end adjustments, if there is a zero or negative balance in the ex-Owner's individual capital account, then the Ownership Share shall be returned to the Corporation for no consideration.

(b) **Dissolution Distributions.** On the sale of all the assets, liquidation, or dissolution of the Corporation, any residual assets left after the payment of all debts shall be distributed as provided in Article VIII.

(c) **Distributions to Owners Age 62 and Older.** An Owner who is age 62 or older may request payment of such Owner's individual capital account, which payment shall then proceed pursuant to the established schedule then governing equity redemption pursuant to Article III, section 4(a), and such Owner may, at the Owner's option, continue as an Owner so long as the Owner is eligible under Article II, section 2, as amended from time to time.

(d) **Unclaimed Equity.** Any equity or patronage refunds that remain unclaimed for a period of time not to exceed two years from the date such payment was made, shall become the property of the Corporation automatically and without any further action. The Corporation shall cancel the obligation to pay at that time.

5. NO OWNER LIABILITY OR ASSESSMENT No Owner of this Corporation shall be liable for any debt or loss of the Corporation. The Board of Directors shall have no authority to make assessments against

ARTICLE III

Internal Capital Accounts

Owners for operating money or to cover losses incurred by the Corporation. This section shall not be construed to deprive the Corporation of the right to carry backward or forward losses from any source whatsoever in accordance with the Internal Revenue Code, state tax statutes, or other applicable laws

Continued

Owner Meetings

1. ANNUAL MEETING. The annual meeting of the Owners shall be held on a date during the period of January through March. The specific date and location of the annual meeting shall be fixed by the Board of Directors or by the President. The annual meeting shall be held for the purpose of electing the Board of Directors, and for any other lawful purposes specified by the President or by the Directors or by at least 30% of the Owners. If the annual meeting is not held during the period specified herein, a special meeting may be held in its place and any business transacted shall have the same effect as if transacted at the annual meeting.

2. REGULAR MEETINGS. Regular meetings of the Owners may be held at such places and at such times as the President or the Owners may from time to time determine.

3. SPECIAL MEETINGS. Special meetings of the Owners may be called for any lawful purpose at any time by the Board or by the President, and shall be called by an officer upon written application of 30% of the Owners.

4. NOTICE OF MEETINGS. Notice of the time, place, and purpose of any meeting of the Owners shall be given to each Owner by the President or the Clerk. Notice shall be given to each Owner in person or by telephone or by electronic communication not less than seven (7) days before the meeting. Notice need not be given to any Owner who signs a written waiver of notice before or after the meeting or to any Owner who attends the meeting without protesting the lack of notice.

5. QUORUM. At any meeting of the Owners, seventy-five percent (75%) of the number of Owners shall constitute a quorum.

6. VOTING AND PROXIES. Each Owner at the time of the meeting is entitled to one and only one vote on any matter requiring Owner voting. An Owner may authorize, by means of a written or electronic proxy, another Owner to vote on such Owner's behalf at a meeting. A proxy shall be signed, dated not more than seven (7) days before the meeting, and filed with the Clerk before the meeting at which the proxy is intended for use. A proxy holder shall have a general power to vote on any matter unless otherwise limited by the proxy.

7. ACTION AT A MEETING. The President or other designee of the Owners shall preside at Owner meetings. An action of the Owners shall be determined as follows: (a) when a quorum is present at a meeting, the participating Owners shall first attempt to achieve a decision to which every person in the group consents, as provided in Article I, section 8, and such consensus shall determine the action of the Owners; (b) if, after the participating Owners make at least two attempts to build consensus, consensus is not achieved, then any two participating Owners may call for a vote on the matter; and (c) if a vote is called, seventy-five percent (75%) of the number of Owners present and entitled to vote shall determine the action of the Owners, unless a larger number is required by law, by the Articles, by these Bylaws, or by a prior decision of the Owners.

8. ACTION WITHOUT MEETING. Any action to be taken by the Owners may be taken without a meeting if each of the following conditions are met: (a) each Owner entitled to vote on the matter receives actual notice of the proposed action, or, if not, an officer of the Corporation makes a thorough and reasonable attempt to contact such Owner and no response is received for seven (7) days; (b) no Owner requests of

ARTICLE IV

Owner Meetings

Continued

the President or Clerk that such action be brought to a meeting of the Owners in order to build consensus, as provided in Article I, section 8; (c) a quorum of Owners cast votes via written or electronic means; and (d) at least seventy-five percent (75%) of those Owners voting consent to the action. Each written or electronic vote shall be filed with the records of the Corporation and shall be treated for all purposes as a vote at a meeting.

9. MEETING BY TELEPHONE OR VIDEO CONFERENCEE. One or more Owners may participate in a meeting by means of telephone conference, video conference, or similar electronic communication equipment, approved in advance by the Board of Directors, which permits all those participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Board of Directors

1. POWERS. The Board of Directors may exercise all the powers of the Corporation, including the power to issue stock, except as otherwise provided by law, by the Articles, or by these Bylaws.

(a) **Benefit Corporation.** In discharging duties, and in determining what is in the best interests of the Corporation and its Owners, a Director shall not be required to regard any interest, or the interests of any particular group affected by such action, as a dominant or controlling interest or factor. A Director shall consider such factors as the Director deems relevant for the exercise of the Director's powers provided for herein, including, but not limited to: the short-term and long-term prospects and interests of the Corporation and its Owners; the social, economic, legal, environmental, or other effects of any action on the current and retired employees, the suppliers and customers of the Corporation or its subsidiaries, and the communities and society in which the Corporation or its subsidiaries operate (collectively, with the Owners, hereinafter known as the "Stakeholders"); and the effect of the Corporation's operations on society and the economy of the state, the region, and the nation.

(b) Nothing in this Article express or implied, is intended to create or shall create or grant any right in or for any person or any cause of action by or for any person.

(c) Notwithstanding the foregoing, any Director is entitled to rely upon Article V, section 1(a) as set forth above in enforcing the Director's rights hereunder, and under state law and such reliance shall not, absent another breach, be construed as a breach of a Director's fiduciary duty of care, even in the context of a change in control transaction where, as

a result of weighing other Stakeholders' interests, a Director determines to accept an offer, between two competing offers, with a lower price per share.

2. ELECTION AND SIZE. The Owners shall elect the Directors and determine the number of Directors, the minimum number of Directors being at least three and the maximum number being fifteen, with one being an independent Benefit Director. One or more Directors may be elected at any meeting of the Owners. A Director need not be an Owner, but at least seventy-five percent (75%) of the number of Directors shall be Owners. The current roster of Directors shall be published in the Operating Policies of the Corporation.

3. DIRECTORS.

(a) **Owner Director.** A Director who is an Owner shall be known as an "Owner Director."

(b) **Non-Owner Director.** A Director who is not an Owner shall be known as a "Non-Owner Director." Non-Owner Directors shall have the powers, rights, duties, and immunities of Owner Directors, except that these Bylaws may require a greater percentage of Owner-Directors in order to constitute a quorum or take an action.

(c) **Benefit Director.** A Benefit Director shall be elected by the Owners. The Benefit Director shall be independent, meaning that the Benefit Director shall not be an officer or an employee of the Corporation. The Benefit Director shall have, in addition to the powers, rights, duties, and immunities of Non-Owner Directors, the powers, rights, duties, and immunities provided in Massachusetts General Laws, Chapter 156E, Section 11, including the duty to prepare an annual report evaluating the Corporation's operation as a benefit corporation.

Board of Directors

Continued

(d) **Board Advisor.** The Owners may elect to the position of Board Advisor such person or persons as they may deem appropriate. Each Board Advisor shall have the privilege of attending meetings of the Board of Directors but shall do so solely in an advisory capacity. No Board Advisor shall be entitled to vote on any business coming before the Board. No Board Advisor shall be counted as a member of the Board for the purpose of determining the total number of Directors, for the purpose of determining the number of Directors necessary to constitute a quorum, for the purpose of determining whether a quorum is present, or for any other purpose whatsoever. Notice of Board meetings to Board Advisors shall not be required under any applicable law, the Articles, or these Bylaws. A Board Advisor may be removed from office at any time by a decision of the Owners.

4. VACANCIES. Any vacancy in the Board of Directors may be filled by a decision of the Owners. In the event of a vacancy in the Board of Directors, the remaining Directors may exercise the powers of the full Board until the vacancy is filled except as otherwise provided by law.

5. TENURE. Except as otherwise provided by law, by the Articles, or by these Bylaws, Directors shall hold office for a term determined by the Owners and thereafter until their successors are elected. Any Director may resign by delivering the Director's written resignation to any officer or to a meeting of the Board of Directors.

6. COMPENSATION. Directors may receive compensation for their expenses and/or time if requested and upon approval by the Owners.

7. REMOVAL. A Director may be removed from office

at any time for cause by a decision of the Owners. If a Director is an employee of the Company and the Director's employment with the Company is terminated, then the Director is automatically removed from office.

8. MEETINGS. Regular meetings of the Board of Directors may be held at such places and times as the Board may from time to time determine. Special meetings of the Board of Directors may be called at any time by the President, and shall be called by the Clerk at the request of three or more of the Directors.

9. NOTICE OF MEETINGS. Notice of the time, place, and purposes of any meeting of the Board of Directors shall be given to each Director by the President or the Clerk. Notice shall be given to each Director in person or by telephone or by electronic communication not less than seven (7) days before the meeting. Notice need not be given to any Director who signs a written waiver of notice before or after the meeting or to any Director who attends the meeting without protesting the lack of notice.

10. QUORUM. At any meeting of the Board of Directors, seventy-five percent (75%) of the number of Owner-Directors shall constitute a quorum.

11. VOTING AND PROXIES. Each Director of record at the time of a meeting of the Board of Directors is entitled to one and only one vote on any matter requiring voting. A Director may authorize, by means of a written or electronic proxy, another Director to vote on behalf of the authorizing Director at a meeting. A proxy shall be signed, dated not more than seven (7) days before the meeting, and filed with the Clerk before the meeting at which the proxy is intended for use. A proxy holder shall have a general power to vote on any matter unless otherwise limited by the

Board of Directors

Continued

proxy.

12. ACTION AT A MEETING. An action of the Board of Directors shall be determined as follows: (a) when a quorum is present at a meeting, the participating Directors shall first attempt to achieve a decision to which every person in the group consents, as provided in Article I, section 8, and such consensus shall determine the action of the Board of Directors; (b) if, after the participating Directors make at least two attempts to build consensus, consensus is not achieved, then any two participating Directors may call for a vote on the matter; and (c) if a vote is called, seventy-five percent (75%) of the number of Directors present and entitled to vote shall determine the action of the Board of Directors, unless a larger number is required by law, by the Articles, by these Bylaws, or by a prior decision of the Board of Directors.

13. ACTION WITHOUT MEETING. Any action to be taken by the Directors may be taken without a meeting if each of the following conditions are met: (a) each Director entitled to vote on the matter receives actual notice of the proposed action, or, if not, an officer of the Corporation makes a thorough and reasonable attempt to contact such Director and no response is received for seven (7) days; (b) no Director requests of the President or Clerk that such action be brought to a meeting of the Board of Directors in order to build consensus, as provided in Article I, section 8; (c) a quorum of Directors cast votes via written or electronic means; and (d) at least seventy-five percent (75%) of those Directors voting consent to the action. Each written or electronic vote shall be filed with the records of the Corporation and shall be treated for all purposes as a vote at a meeting.

14. MEETING BY TELEPHONE OR VIDEO CONFERENCE. One or more Directors may participate in a meeting by means of telephone conference, video conference, or similar communication equipment, approved in advance by the Board of Directors, which permits all those participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Officers and Management

1. ELECTED OFFICERS. A President, Vice President, Treasurer, and Clerk shall be elected by the Board of Directors from their number. Other officers may be established and elected by the Board of Directors at its discretion. The current roster of officers shall be published in the Operating Policies of the Corporation. Any two or more offices may be held by the same person.

2. TENURE. Except as otherwise provided by law, by the Articles, or by these Bylaws, an officer shall hold office until the officer's successor is elected. Any officer may resign by delivering to any Director the officer's written resignation, effective upon receipt or at some later time specified.

3. COMPENSATION. Officers may receive compensation for their services, the amount and manner of which is within the discretion of the Board of Directors.

4. REMOVAL. An officer may at any time be removed from office, with or without cause, by a decision of the Board of Directors.

5. VACANCIES. If any office becomes vacant for any reason, the Board of Directors may elect a successor or successors.

6. PRESIDENT. The President shall be the chief executive officer and general manager of the Corporation and shall, subject to the direction of the Board of Directors, have general supervision of the business of the Corporation. The President shall have such other duties and powers as the Board shall determine from time to time. The President has the power to enter into contracts in the name of the Corporation, and such contracts shall be binding on the Corporation and not subject to reversal by the Owners. The President shall be ex officio a member

of all the standing committees and otherwise shall have the general powers and duties of management usually vested in the office of President of a corporation. In the event of the President's death, resignation, removal from office, or permanent absence due to any other reason, the Vice President shall become, without any action of the Board required, the interim President, chief executive officer, and general manager of the Corporation until such time as the Board of Directors has elected a permanent replacement.

7. VICE PRESIDENT. The Vice President may act in place of the President in the President's absence. The President may specify in writing the time period that the President expects to be absent and the particular matters upon which the Vice President may act during that absence. In addition, if any Owner believes that the President is temporarily absent and that an action should be taken, the matter may be called to the attention of the Board of Directors and the Board may then authorize the Vice President to act. The Vice President shall also perform such other duties as may be assigned to the Vice President from time to time by the Board of Directors or by the President.

8. TREASURER. Subject to the supervision of the Board of Directors, the Treasurer: (1) shall have general charge of the finances and custody of the funds of the Corporation, (2) shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligations or payments to the Corporation and to accept drafts on behalf of the Corporation, and (3) shall cause to be kept accurate books of account, which shall be the property of the Corporation. If required by the Board of Directors, the Treasurer shall give bond for the faithful

ARTICLE VI

Officers and Management

Continued

performance of duty.

9. CLERK. The Clerk (also known as the “Secretary”) shall be a resident of the state of Massachusetts. The Clerk shall keep at the principal office of the Corporation those documents described in Article I, section 5, and shall have such other duties and powers as determined by the Board of Directors.

10. OTHER OFFICERS. An officer whose specific duties and powers are not specified in this Article VI shall have only such duties and powers as the Board of Directors shall determine from time to time.

11. MANAGEMENT AND OTHER COMMITTEES. Subject to law and the provisions of the Articles and these Bylaws, the Board of Directors may appoint a management committee and such other committees as may be necessary from time to time, consisting of such number of its members and having such powers as it may designate. Such committees shall hold office at the pleasure of the Board.

Indemnification And Insurance

1. INDEMNIFICATION. The Corporation shall indemnify to the fullest extent possible permitted by applicable law any Owner, Director, officer, or employee who was or is a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person was an Owner, Director, officer, or employee of the Corporation. Indemnification shall be for expenses, including attorney fees, judgments, fines, penalties, and amounts paid in settlement of suits or claims that are actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action, had no reasonable cause to believe the such person's conduct was unlawful.

2. ADVANCE FOR EXPENSES. Upon a finding by the Board of Directors that there is a reasonable likelihood of indemnification, the Board may advance to a person to be indemnified the amount of such person's reasonable expenses incurred in defending any then pending action, suit or proceeding, provided that the person to be indemnified submits a written application for the advance of expenses which certifies therein, including the factual basis for such certification, that such person's conduct is reasonably likely to be indemnifiable hereunder and agrees to repay such sums advanced if such conduct is not indemnifiable hereunder, and provided further that legal counsel for the Corporation concurs in the Board's finding of a reasonable likelihood of indemnification for such person.

3. NON-EXCLUSIVE. This indemnification bylaw shall not be deemed to exclude any other rights to indemnification to which those seeking indemnification may be entitled under any applicable law, insurance, or other agreement.

4. INSURANCE. The Corporation may purchase indemnification insurance coverage consistent with this bylaw.

Sale, Merge, Dissolution, or Liquidation

1. DECISION. An affirmative vote of eighty-five percent (85%) of the number of Owners of the Corporation shall be required to sell, merge, dissolve, or liquidate the Corporation. The vote shall be held at a special meeting of the Owners, for which a quorum is present and for which the notice of meeting contains notice of a vote to sell, merge, dissolve, or liquidate the Corporation. Voting by proxy and meeting by telephone or video conference are all permitted for such a vote, as provided in Article IV. The provisions for Action Without Meeting, as provided in Article IV, section 8, shall not apply to a such a vote.

2. DISTRIBUTIONS. . In the event of a sale, merger, dissolution, liquidation, or ending the affairs of the Corporation, whether voluntary or involuntary, after paying or providing for the payment of all debts as provided by law, the holders of written notices of allocation will be entitled to receive an amount in cash equal to the stated amount of such written notices of allocation. The holders of written notices of allocation shall not be entitled to receive any further distributions with respect to such interests. Thereafter, each Owner will be entitled to receive an amount in cash equal to each of the following in this order: (a) the payment of any unpaid sums in their capital account; (b) the return of the amount paid for the Membership Fee, if any; and (c) the return of any capital contributions actually made. All of the remaining balance of the assets of the Corporation shall be distributed among Owners, current and previous, on an equitable basis on the value of their respective business done with the Corporation during the ten fiscal years immediately preceding dissolution, as shown by the books and records of the Corporation. No distribution need be made to any

person who fails to acknowledge the receipt of notice of sale, merger, dissolution, or liquidation in a timely manner. Said notice shall be deemed sufficient if sent by certified mail (at least 30 days before distribution of any residual assets) to the person's last known business or residence address.

ARTICLE IX

Amendments

The Owners of the Corporation shall have the exclusive power to make, alter, amend, or repeal any provisions contained in these Bylaws or in the Articles of Organization upon the affirmative vote of at least seventy-five percent (75%) of the number of Owners of the Corporation.

ARTICLE X

Operating Policies

Written rules to be known as Operating Policies, separate from these Bylaws, may be established by the Owners or by the Board of Directors. These Operating Policies may be added to, amended, or repealed by a decision of the Owners or the Board of Directors. The Operating Policies shall be binding on all Owners and Directors, unless inconsistent with the law, the Articles, or these Bylaws. A current copy of the Operating Policies shall be maintained by the Clerk, and a copy shall be available to any Owner requesting a copy.

ARTICLE XI

Construction

These Bylaws, the Articles of Organization, and any Operating Policies shall be construed, interpreted and applied consistent with the requirements of Subchapter T of the Internal Revenue Code so that the Corporation shall operate on a cooperative basis pursuant to §1381 (a) (2) of the Code.

NOTE

These Bylaws contain all amendments adopted through June 15, 2014.