

Bylaws of Abundance Cooperative Market, Inc.

Article I Organization

Section 1.1 - Name. The name of the corporation is Genesee Coop Natural Foodstore, Inc. (referred to in these bylaws as "the Co-op"). (Amended by owners on September 22, 2002.)

Section 1.2 - Purposes. As more fully stated in its Certificate of Incorporation, the purpose of the Co-op is to operate a retail food store on a cooperative basis.

Section 1.3 - Nondiscrimination. The Co-op shall not discriminate on the basis of race, nationality, religion, age, gender, sexual orientation, political affiliation, disability or other arbitrary basis.

Section 1.4 - Principal office. The location of the Co-op is 62 Marshall St., Rochester, NY 14607. (Amended by board during 2001 and approved by owners on September 16, 2001.)

Article II Owners of Membership Stock

Section 2.1 - Admission. Ownership of Membership Stock in the Co-op ("Owner" or "Ownership") shall be voluntary and open to any individual person or organizational entity whose purpose in seeking ownership is to use its services and is willing to accept the responsibilities of ownership. Applicants will be admitted to ownership upon submitting required information and purchasing or subscribing to purchase one or more common shares at a price that is in accordance with the current level of investment as determined by the Board of Directors. (Voting rights require full payment of membership stock). Such share purchase requirements may be increased by reason of the reasonable capital needs of the Co-op. The Board may also award shares in compensation for services to the Co-op, and may authorize a work-for-share arrangement in which applicants become owners of a share after completion of a prescribed number of hours of work for the Co-op. In case of doubtful eligibility, ownership shall be subject to approval by the Board. (Amended by the Board on June 19, 2003 and approved by owners on September 21, 2003.)

Section 2.2 - Notification to applicants. An applicant for Ownership upon tendering full or partial payment of the membership stock may obtain a copy of these bylaws and a written explanation of the meaning and significance of the consent provision in Section 9.6 below.

Section 2.3 - Rights. Each Owner shall be entitled to make purchases from the Co-op on terms generally available to Owners and to participate in the governance of the Co-op as set forth in these bylaws. Owners may also contribute labor or services and thereby be entitled to receive discounts as determined by the Board.

Section 2.4 - Responsibilities. Each Owner shall keep reasonably current in payment of the share purchase requirement described in Section 2.1 above and shall notify the Co-op of any change to his or her name or address. An Owner who becomes delinquent in meeting his or her share purchase obligation to an extent determined by the Board shall, no sooner than thirty days after delivery of written notification, be placed into inactive status. His or her participation rights shall then be suspended. An owner in inactive status may attain good standing only upon full payment of all arrearages. References herein to the rights and entitlements of Owners, except with respect to rights

to redemption of capital funds, shall be understood to refer only to owners in good standing.

Section 2.5 - Access to information. Owners shall be provided reasonably adequate and timely information as to the organizational and financial affairs of the Co-op. Owners shall be provided reasonable access to the books and records of the Co-op or information contained in such records for a proper purpose that is directly related to their interests as owners.

Section 2.6 - Settlement of disputes. In any dispute between the Co-op and any of its Owners or former owners which cannot be resolved through informal negotiation, it shall be the policy of the Co-op to prefer the use of mediation whereby an impartial mediator may facilitate negotiations between the parties and assist them in developing a mutually acceptable settlement. No party with a grievance against the other shall have recourse to litigation until the matter is submitted to mediation and attempted to be resolved in good faith.

Section 2.7 - Nontransferability. Ownership rights and interests may not be transferred except under unusual circumstances with the express prior approval of the Board of Directors. Any attempted transfer contrary to this section shall be wholly void and shall confer no rights on the intended transferee.

Section 2.8 - Termination. Ownership may be terminated voluntarily by an owner at any time upon notice to the Co-op. Ownership may be terminated involuntarily only for cause by the Board. Upon receipt of notice of termination Owner may request in writing a hearing to re-consider the decision. A hearing shall be conducted within 30 days of the receipt of notice from terminated Owner at a mutually acceptable time. Upon termination of Ownership, all rights and interests in the Co-op shall cease except for rights to redemption of capital pursuant to Articles VIII and IX of these bylaws.

Section 2.8.1 - Termination due to whereabouts unknown. If we are unable to contact an owner for a period of three years, we will notify the owner by mail at the last known address that termination as an owner is pending, and will publish a similar notice in the newsletter. If there is no response within 90 days, any equity represented by the owner's shares is forfeited and the person is removed from ownership on the records of the co-op. (Added by the Board on August 13, 2003 and approved by owners on September 21, 2003.)

Section 2.8.2 - Termination due to death of an owner. When an owner dies, his or her shares become the property of the estate of the deceased. Since shares are not transferable to another person, the estate must follow the ownership termination procedures outlined elsewhere in these bylaws. If the estate fails to act after a period of one year after suitable notification, any equity represented by the deceased owner's shares is forfeited and the deceased is removed from ownership on the records of the co-op. (Added by the Board on August 13, 2003 and approved by owners on September 21, 2003.)

Article III Meetings of Owners

Section 3.1 - Annual Meeting. A meeting of the Owners shall be held at least once each year to review the operations of the Co-op, to elect directors and to conduct such other business as may properly come before the meeting.

Section 3.2 - Special Meetings. The board may call special Owner meetings, as necessary. The only business engaged in a special meeting shall be that specified in the notice to Owners. (Amended by board in January, 2002 and approved by owners on September 22, 2002.)

Section 3.3 - Time and Place. The date, time and place of all meetings of Owners shall be determined by the Board, or in the event the Board fails to act, by the Secretary. Meetings shall be held at a time and place convenient to Owners.

Section 3.4 - Notice of Meetings. Written notice of the time, place and agenda of any meeting of owners shall be mailed to each owner not less than twenty (20) days nor more than forty-five (45) days before the date of the meeting. Notices of meetings shall include a brief statement of the qualifications of each candidate for available director positions or the text or a full description of any other issue for decision. All proxy voting shall be tabulated at the time voting occurs at the meeting of Owners. (Amended by owners on September 22, 2002.)

Section 3.5 - Record Dates. Unless otherwise determined by the Board of Directors, only persons who are owners at the close of business on the business day thirty (30) days prior to the date of distribution of notices shall be entitled to notice of any meeting of the owners and to vote at such meeting.

Section 3.6 - Quorum. For the transaction of business at any meeting of shareholders, 10% of the shareholders, or twice the number of directors, whichever is greater, shall be necessary and sufficient to constitute a quorum.

Section 3.7 - Voting. At all meetings of Owners, each Owner shall have one and only one vote on each issue submitted to a vote of owners. Unless otherwise required by law, or by these bylaws, issues shall be decided by a 2/3 majority of votes cast including votes made by proxy. Meetings of Owners shall be conducted under parliamentary procedures that are fair and reasonable in the circumstances.

Section 3.8 - Proxy Voting. Every Owner entitled to vote at a meeting of owners or to express consent or dissent without a meeting may authorize the Secretary of the Corporation to act for him/her by written proxy signed by the Owner and delivered to the Secretary in a manner prescribed by the Board of Directors from time to time.

Section 3.9 - Notice of Items for Vote. The determination of quorum requirements shall include the number of proxy votes returned. Decision making shall be by two-thirds majority vote, except for the election of directors. The results of the voting shall be reported to owners by mail and posted in the Co-op's store.

Section 3.95 - Issues submitted by Owners. The agenda of an annual meeting shall be determined by the notice sent to Owners by the board, per Section 3.4 of these bylaws. Owners may submit agenda items to the directors by mail, or by delivering them, in person, to an officer of the Co-op, not more than seventy-five (75) days nor less than forty-five (45) days before the target date of the annual meeting. The board shall mail notice of the target date of the annual Ownership meeting and notice of the deadline for Owner submitted agenda items, not more than One-hundred-and-five (105) days, nor less than seventy-five (75) days prior to the target date of the annual meeting. The board shall be required to include all Owner submitted agenda items proposed by 5% or 20 Owners whichever is less, on the finalized Owner meeting agenda.

Article IV Board of Directors

Section 4.1 - Powers and duties. Except as to matters reserved to owners by law or by these bylaws, the business and affairs of the Co-op shall be

directed and overseen by the Board of Directors (sometimes referred to in these bylaws as "the Board"). The powers and duties of the Board shall include, but not be limited to, overseeing the operations and finances of the Co-op and planning with respect to such functions, overseeing compliance with applicable laws and regulations, engaging one or more managers and monitoring and evaluating their performance, maintaining communications with owners and staff, maintaining good community relations, securing good conditions of employment, and assuring that the purposes of the Co-op are properly carried out.

Section 4.2 - Number and qualifications. The Board shall consist of no less than five nor more than eleven individuals as determined at a meeting of owners. All directors shall be owners, or representatives of organizational members, shall not be employees or spouses or domestic partners of an employee, and shall not have any overriding conflict of interest with the Co-op. A person may serve as the representative for no more than one organization. (Amended by board in March 2005 and approved by owners on September 22, 2005.)

Section 4.3 - Nominations, election and terms. Directors may be nominated by a nominating committee selected by the Board or by petitions signed by at least twenty owners and submitted to the Co-op at least forty-five days before the date of the annual meeting. Directors shall be elected by owners at the annual meeting by plurality of votes cast. At the first annual meeting after adoption of these bylaws and periodically thereafter as may be necessary, directors shall be elected for specific one, two or three year terms in order to assure that no more than 40% (rounded to the nearest whole number) of the terms expire in each year. At other times directors shall be elected for terms of three years. Directors shall hold office until their successors are elected or until their offices are terminated sooner in accordance with these bylaws. (Added by board in January 2002 and approved by owners on October 16, 2005.)

Section 4.4 - Standards of conduct. Directors shall be responsible at all times for discharging their duties in good faith, in a manner that they reasonably believe to be in the best interests of the Co-op and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

Section 4.5 - Contracts for profit. During her or his term of office, a director shall not be a party to a contract for profit with the Co-op differing in any way from the business relations accorded each owner or upon terms differing from those generally current among owners.

Section 4.6 - Conflicts of interest. Directors shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the Board. Directors having such an interest may not participate in the discussion or decision of the matter.

Section 4.7 - Committees. The Board may appoint special or standing committees to advise the Board or to exercise such authority as the Board shall designate. Such committees shall include at least one director.

Section 4.8 - Termination. The term of office of a director may be terminated prior to its expiration in any of the following ways: (i) voluntarily by a director upon notice to the Co-op; (ii) automatically upon termination of ownership in the Co-op; (iii) by action at a meeting of owners whenever the best interests of the Co-op would thereby be served; and (iv) for cause by the Board after a fair hearing at which the director is given the opportunity to speak and present evidence. A director who is absent from two consecutive Board meetings, unless excused by the Board for good cause, may be removed by a vote of the remaining members of the board.

Section 4.9 - Vacancies. Any vacancy among directors occurring between annual meetings may be filled by the Board until the next annual meeting of owners.

Article V Meetings of the Board

Section 5.1 - Meetings. The Board of Directors may determine the times and places of regular meetings. Special meetings may be called by the President and shall be called by the Secretary upon request of any three directors. Meetings of the Board shall be held no less frequently than four times in each year.

Section 5.2 - Notice. Meetings shall require written or oral notice to all directors. Written notice shall be delivered at least five days before the date of the meeting and oral notices shall be given in person or by a telecommunications device at least forty-eight hours before the time of the meeting. Notices of meetings of the Board shall also be posted in a timely manner and in a conspicuous place in the Co-op's store.

Section 5.3 - Quorum. The presence in person of a majority of directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

Section 5.4 - Decision making. Decisions at meetings of the Board shall be made by consensus. If, in the opinion of a two-thirds majority of directors present, diligent efforts have failed to produce a consensus and the issue requires immediate action, then such issue may be decided by a vote, with positive votes from a majority of directors present sufficient to pass the resolution.

Section 5.5 - Telephone conferences. A meeting of the Board may be conducted by means of a telephone conference or other communications equipment whereby all persons participating can communicate with other at the same time. Participation by such means shall constitute presence in person at such a meeting. Telephone conferences shall not be used for the purpose of excluding owners.

Section 5.6 - Action without a meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting in the following manner: The President, or other Board member acting in the President's absence, shall formulate a proposal and submit it to each Board member for approval. Normal quorum rules apply. Decisions will be made by 2/3 majority. Such proposals can be communicated and voted on verbally or, preferably, in writing.

Decisions made in this way shall have the same force as decisions made at regular Board meetings, provided a) the President has made a bona fide effort to reach all members of the Board and b) the situation was such that a decision before the next meeting was necessary.

In certain cases, i.e. on minor matters, or when a quorum cannot be reached and an immediate action is absolutely necessary, the President may make a decision on her or his own. Such actions shall be reviewed at the next Board meeting, and if not approved by the Board shall be considered reversed to the extent possible. It should be understood that the President should be extremely circumspect about making a decision in this manner. (Amended by board in December, 2000 and approved by owners on September 16, 2001.)

Section 5.7 - Open meetings. Meetings of the Board and all committees shall be open to Owners. Upon the vote of one-third of the directors or the sole decision of the President, a session of a meeting may be closed only as to

issues of a particularly sensitive nature. Such closed session shall be for purposes of discussion only and no decisions shall be made in closed session. Owners may otherwise be excluded only for cause.

Section 5.8 - Owner Resolution Process. The Board must consider resolutions brought by Owners upon receipt of a petition signed by 20 owners, or by 5%, whichever is lesser. Such petitions shall state the business to be brought before a Board meeting to be held within 21 days of receipt of the petition. Notice of the Board meeting to hear the owner resolution shall be posted in a conspicuous place in the Co-op's store at least 7 days before the date of the Board meeting, and shall state the business of the Owner's petition. Owner petitioners' shall designate a spokesperson for the purpose of presenting the petition before the Board. At said board meeting,

1. The board may decide to grant the request in the Owner petition in which case no further action is required.
2. After discussion of the petition at said board meeting the Owner petitioners' spokesperson may decide to withdraw the petition in which case no further action is required.
3. At the discretion of the Owner petitioners' spokesperson, the petition may be amended at the time of the Board meeting.
4. If after discussion of the petition at said board meeting, the request in the petition has not been granted by the board, either all or in parts, to the satisfaction of the petitioners' spokesperson, the petitioners may request a special Owner meeting to address the issue stated in the petition. The board shall set the time, date, and location of the shareholder meeting, and give notice to all shareholders in the next regularly published Owner newsletter, or within forty-five (45) days, whichever is lesser.
5. If no spokesperson for the petitioners attends the Board meeting, the Board may act on the resolution at its discretion. (Added by board in January 2002 and approved by owners on September 22, 2002.)

Article VI Officers

Section 6.1 - Designation and qualifications. The principal officers of the Co-op shall consist of President, Vice President, Secretary and Treasurer or Secretary-Treasurer. The Board may designate other officers or assistant officers. All officers shall be directors.

Section 6.2 - Election, terms and removal. Officers shall be elected by the Board at its first meeting following the annual meeting of owners. Officers shall serve for terms of one year or until election of their successors. Officers may be removed and replaced by the Board at any time whenever the best interests of the Co-op would thereby be served.

Section 6.3 - Duties. In addition to signing or attesting to formal documents on behalf of the Co-op as authorized by the Board, officers shall have the following duties and such additional duties as are determined by the Board: (a) The President shall be responsible for coordinating the activities of the Board and assuring the orderly conduct of all meetings; (b) The Vice President shall be responsible for performing the duties of the President in his or her absence or disability and, as requested, assisting other officers in the performance of their duties; (c) The Secretary shall be responsible for the recording and keeping of adequate minutes of all meetings of the Board and of owners, issuing notices required under these bylaws, authenticating records of the Co-op, and maintaining a record of Owners and certificates issued to them; and (d) The Treasurer shall monitor the financial affairs of the Co-op and the filing of all required returns and reports.

Article VII Fiscal Matters.

Section 7.1 - Fiscal year. The fiscal year of the Co-op shall be July 1 to June 30 of the following year. (Amended by Board on June 19, 2003 and approved by owners on September 21, 2003.)

Section 7.2 - Annual audit and report. The operations of the Co-op for each fiscal year shall be audited by an experienced bookkeeper or accountant who is not regularly employed by the Co-op. A written report of the audit shall be submitted to the annual meeting of owners.

Section 7.3 - Bonding. Any officer or employee who handles funds or securities of the Co-op amounting to one thousand or more dollars in a year shall be covered by an adequate bond approved by the Board. The costs of such bonds shall be paid by the Co-op.

Article VIII Capital Stock

Section 8.1 - Issuance and terms. To evidence capital funds provided by owners, the Co-op shall issue its common stock. Common shares may be issued only to persons eligible for and admitted to ownership in the Co-op. Shares shall be issued only upon full payment of their purchase or subscription price which shall not be less than the par value of the shares. Shares shall be entitled to no dividend or other monetary return on investment.

Section 8.2 - Certificates. Every holder of a fully paid share shall be entitled to receive a certificate evidencing such holding. All certificates shall be signed personally or by facsimile by the President and the Treasurer and shall be numbered and recorded in a stock register maintained by the Co-op. Each certificate shall contain a prominent notation that it is not transferable and that voting rights pertain only to ownership in the Co-op on the basis of one voice or vote per owner. The Co-op may issue a replacement certificate for any certificate alleged to have been lost, stolen or destroyed without requiring the giving of a bond or other security against related losses.

Section 8.3 - Redemption. Upon request following termination of Ownership, common shares shall be redeemed when such payment would not impair the ability of the Co-op to meet its other obligations as they become due and the board so authorizes redemption. Shares shall be redeemable at their carrying value on the books of the Co-op, less a reasonable processing fee, if any, as determined by the Board. Redemption proceeds shall be subject to offset by amounts due and payable to the Co-op by the Owner. Reapplications for Ownership after full or partial redemption shall be subject to full repayment of redemption proceeds.

Article IX Patronage Dividends

Section 9.1 - Allocations. In order to assure that it will operate on a nonprofit basis relative to its transactions with owners, the Co-op shall allocate and distribute to its owners its adjusted net savings from business done with them in the manner set forth in this Article. Owners shall retain the right to waive in whole or in part, by action at a meeting of owners, any patronage dividends to which they are entitled.

Section 9.2 - Adjusted net savings. In determining amounts distributable to owners, the net savings of the Co-op derived from the excess or deficit of revenues over costs and expenses shall first be determined in accordance with generally accepted accounting principles. In arriving at adjusted net savings, such net savings shall be reduced by such amounts as are not allowable as a patronage dividend under federal tax laws and such reasonable reserves for necessary business purposes as is determined by the Board. In determining and

allocating such adjusted net savings, the Co-op shall use a single allocation unit except to the extent that, subsequent to the adoption of these by-laws, it shall engage in any new and distinct line of business.

Section 9.3 - Patronage records. The Co-op may direct owners to retain, tabulate and remit receipts for all or selected purchases from the Co-op as a precondition to receipt of patronage dividends. In the alternative, the Co-op may provide its own electronic or other facilities to account for patronage transactions of owners.

Section 9.4 - Basis of allocation. Such adjusted net savings as is attributable to business done with owners shall be allocated to each owner in the proportion which its household patronage bears to the total of all owner patronage during the fiscal year. Patronage shall be understood to mean goods and services purchased from the Co-op and shall be measured in terms of its dollar amount.

Section 9.5 - Distribution and notice. Patronage dividends shall be evidenced by written notices of allocation delivered to recipient owners within eight months and fifteen days following the close of the fiscal year. Written notices shall state the dollar amount of the allocation which constitutes a patronage dividend within the meaning of federal tax laws. All notices to owners, except those pursuant to Section 9.9 below, shall be accompanied by checks in an amount determined by the Board which must be at least twenty percent of the total allocation. Any allocations of such a nominal amount as not to justify the expenses of distribution may, as determined by the Board, be excluded from distribution provided that they are not then or later distributed to other patrons.

Section 9.6 - Consent of owners. By obtaining or retaining ownership in the Co-op, each owner shall thereby consent to take into account, in the manner and to the extent required by Section 1385 of the Internal Revenue Code, the stated dollar amount of any written notice of allocation in the taxable year in which such notice is received.

Section 9.7 - Retained amounts. Patronage dividends to owners that are not currently distributed by check shall be credited or charged to revolving capital accounts in the names of recipient owners. Retained patronage dividends shall accrue no dividend or interest, and shall not be transferable or assignable except with the express consent of the Co-op. The Co-op shall have a first lien on retained patronage dividends for amounts otherwise due and payable to the Co-op by the owner. The Co-op may, at any time after such amounts remain due and payable for thirty days, offset such amounts against retained patronage dividends to the extent such amounts may exceed accumulated payments for shares. Such offset may not be effected by the owner or by anyone acting in the right of the owner.

Section 9.8 - Redemption. Retained patronage dividends shall be redeemed when determined by the Board to be no longer needed for capital purposes of the Co-op. They shall then be redeemed only in the order of the oldest outstanding amounts and only on a ratable basis among amounts for each fiscal year. Retained patronage dividends of particular owners may be redeemed at the discretion of the Board upon the death of the owner or under other compelling circumstances. Retained patronage dividends shall be redeemed at their carrying value on the books of the Co-op or their net book value, whichever is lesser.

Section 9.9 - Allocation of net loss. In the event the Co-op shall incur a net loss in any fiscal year, such loss may be charged against retained savings or other unallocated owners' equity. If the net loss exceeds such amounts, or in any event if the Board so determines, the amount of such loss may either be

carried forward to offset adjusted net savings of subsequent fiscal years or allocated to owners in the same manner as for adjusted net savings except that such allocation shall not exceed the total of invested capital. Any such allocated net loss shall be charged first against retained patronage dividends of prior fiscal years and then against patronage dividend allocations of subsequent fiscal years. Allocated net losses which are not so offset may be charged against the carrying value of shares only upon termination of ownership. Allocated net losses shall not otherwise be assessed to or collected from owners.

Article X Indemnification and Insurance

Section 10.1 - Indemnification. This Co-op shall indemnify each director, officer, manager, employee or agent of this Co-op, and any person serving at its request as a director, officer, manager, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorney fee, judgments, fines and amount paid in settlement actually and reasonably incurred by him or her to the fullest extent to which such person may be indemnified under the laws of the State of New York then in effect.

Section 10.2 - Insurance. This Co-op shall have the power to the extent permitted by the State of New York to purchase and maintain insurance on behalf of any person who is or was a director, officer, manager, employee or agent of this Co-op, or who is or was serving at its request as a director, officer, manager, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity.

Article XI Notice

Section 11.1 - Notice. Any notice required under these bylaws shall be deemed delivered when deposited in the United States mail, postage prepaid, with names and addresses as they appear in the records of the Co-op.

Section 11.2 - Waiver of notice. Any notice of a meeting required under these bylaws may be waived in writing at any time before or after the meeting for which notice is required. The attendance of any person at a meeting shall constitute a waiver of notice of the meeting except where the person attends for the express purpose of objecting to the transaction of business because the meeting is not lawfully convened.

Article XII Interpretation and Amendment of Bylaws

Section 12.1 - Severability. In the event that any provision of these bylaws is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of these bylaws.

Section 12.2 - Amendment. These bylaws may be amended by the Board provided that such action is reported to the annual meeting of owners and, if not affirmatively approved thereat, shall cease to be in effect. These bylaws may be amended by owners, provided that such amendments are stated or fully described in the notice of the meeting at which such action is to be taken.