VEGAN ORGANIC FARM
PLANTAGE
ITS TIME TO PLANT

Articles of Association of PlantAge eG

Preamble

Please note: This is an unofficial English translation of the Articles of Association of PlantAge eG. Only the original German version is legally binding.

1. We want to nourish ourselves with a variety of fresh organic vegetables from our own field.

2. We want to visit our field and volunteer to learn where and how our vegetables are grown.

3. We want to protect and enhance the foundations of life such as biodiversity, healthy water systems, and living soil.

4. We want to cultivate plant-based foods.

5. We want carefree self-sufficiency.

With these intentions, we are building our own transparent and ecological community-supported vegetable farm.

§ 1 Name and Registered Office

(1) The cooperative is named PlantAge eG.

(2) The registered office is in Frankfurt (Oder).

§ 2 Purpose and Activities

(1) The cooperative aims to promote the economic, social, or cultural interests of its members through joint business operations.

(2) Its activities include:

a. the production, purchase, storage, processing, marketing, and distribution of agricultural products;
b. the trade of all kinds of vegan products;
c. organizing events on ecological agriculture, seasonal and regional nutrition, and good food.

(3) The cooperative may acquire, construct, manage, or operate properties and buildings related to these activities in any legal or usage form (§ 2 (2) a,b,c).

(4) Business with non-members is permitted.

(5) Participation in other enterprises is allowed only if it supports the interests of the members.

§ 3 Membership

(1) Membership requires an unconditional written declaration of intent, which is decided upon by the board.

(2) Membership ends through:

a. resignation,
b. transfer of the entire cooperative share capital,
c. death or dissolution of a legal entity or partnership,
d. exclusion.

§ 4 Cooperative Shares and Additional Contributions

(1) The value of one cooperative share is €150.

(2) The share must be paid in full immediately. The board may allow installment payments within two years for half the amount. Early full payment is permitted.

(3) Members may hold multiple shares.

(4) No obligation to make additional contributions exists.

(5) The general assembly may decide on an entry fee and a contribution scheme for ongoing services.

§ 5 Rights and Duties of Members

(1) Members have the right to:

a. use the cooperative's services,
b. participate in the general assembly,
c. demand a general assembly or agenda item if supported by 10% of members,
d. request financial documents at their own cost prior to the general assembly,
e. inspect the general assembly's minutes,
f. view the member list,
g. review the summarized results of the audit report.

(2) Members are obligated to:

a. pay for their shares,
b. promote the cooperative's interests,
c. comply with the articles and decisions of the cooperative's bodies,
d. inform of address or email changes within 14 days.

§ 6 Termination

(1) Each member may terminate their membership at the end of a financial year with a notice period of 24 months in writing.

(2) Members holding multiple shares not required by the articles or an agreement may cancel one or more additional shares at the end of a financial year with 24 months' notice in writing.

(3) Termination must be in written form.

§ 7 Transfer of Share Capital

(1) A member may transfer their share capital, wholly or partially, at any time to another person through a written agreement, thereby ending their membership without settlement, or reducing the number of their shares, provided the transferee is or becomes a member.

§ 8 Death / Dissolution of Legal Entity or Partnership

(1) Upon a member's death, membership passes to their heirs. If there are multiple heirs, they must appoint to continue the membership within six months; otherwise, the membership ends at the end of that financial year.

(2) If a legal entity or partnership is dissolved or expires, membership ends at the end of the financial year. In the case of universal succession, membership continues through the successor until that year's end.

§ 9 Exclusion

(1) Members may be excluded at the end of a financial year if:

a. they harm the cooperative,
b. they fail to meet their obligations despite a warning,
c. they are permanently unreachable at the address provided,
d. they do not use the cooperative's services.

(2) The board decides on exclusions. The member must be given the opportunity to be heard first unless their whereabouts are unknown. Exclusion must be communicated by registered mail. From that point, the member loses participation rights.

(3) Appeals can be made in writing to the supervisory board within six weeks. Legal challenges are only possible after a supervisory board decision.

(4) The general assembly decides on the exclusion of board and supervisory board members.

§ 10 Settlement

(1) Termination results in a settlement between the cooperative and the member or their heirs, except in the case of a share transfer.

(2) Settlement is based on the financial statements approved by the general assembly. Payment is due within six months after departure. No claim exists to reserves or other assets.

(3) Any loss carryforwards shall be proportionally offset against the settlement amount.

(4) 80% of the cooperative's fixed assets must remain untouched. If payouts would reduce this minimum capital, payments are suspended or proportionally reduced until recovery. Payouts are made in order by year.

(5) Settlement claims expire two years after maturity and are then transferred to reserves.

§ 11 General Assembly

(1) The general assembly is convened via direct notice in written (text) form. Normally, the board convenes the assembly. The supervisory board may convene it if necessary.

(2) The invitation must be sent two weeks in advance, stating the agenda. Additions must be communicated at least one week prior. Notices are considered received if sent three days before the deadline.

(3) Meetings are held at the cooperative's registered office unless another location is approved by the supervisory board.

(4) Any duly convened assembly is quorate regardless of attendance.

(5) Each member has one vote.

(6) Members may authorize others to vote. No proxy may represent more than two members.

(7) Decisions require a simple majority unless otherwise stated. In elections with more candidates than seats, the top vote-getters are elected (relative majority).

(8) The general assembly elects the chair on proposal of the supervisory board.

(9) All resolutions are recorded according to § 47 GenG.

§ 12 Supervisory Board

(1) The supervisory board has 3–7 members as decided by the general assembly. Terms last until the third annual assembly after election.

(2) Quorum requires participation of at least half the members. Written, phone, and electronic resolutions are allowed unless objected to.

(3) The board supervises management, advises the executive board, and reports to the general assembly. It contracts executive members.

(4) The chair or deputy represents the board individually.

§ 13 Executive Board

(1) The executive board has at least two members, elected by the general assembly on recommendation of the supervisory board. Terms last until the fourth annual assembly.

(2) Only the general assembly may prematurely dismiss board members. The supervisory board may temporarily suspend them pending a general assembly decision.

(3) Written, phone, and electronic decisions are permitted unless objected to.

(4) The cooperative is represented by two board members.

(5) The board independently manages the cooperative. It must obtain supervisory board approval for:

a. investments or loans above €25,000,
b. contracts with a term over 3 years or annual cost over €10,000,
c. founding or acquiring companies,
d. all real estate transactions,

e. starting, transferring, or ending business segments,
f. granting power of attorney,
g. setting or changing board rules.

(6) The board must consult the supervisory board on budgets and staffing plans and report quarterly or as needed on business developments.

§ 14 General Provisions for Governance Bodies

(1) No one may vote on matters affecting their discharge, release from obligations, or claims by the cooperative against them or those they represent.

(2) Members must abstain from discussions on matters involving their close relatives or represented persons but must be heard before decisions.

§ 15 Profit and Loss, Reserves

(1) The general assembly decides within six months on profit or loss based on the annual financial statements.

(2) Losses may be covered from reserves or carried forward; gains may be allocated to reserves or carried forward.

(3) At least 20% of the annual surplus must go to legal reserves until they equal 100% of total share capital.

(4) No profit distributions are made to members.

(5) Expired settlement claims (see § 10) are transferred to the cooperative’s reserves.

§ 16 Official Announcements

(1) Mandatory legal announcements are published under the cooperative's name at: www.genossenschaftsbekanntmachungen.de