

06-28-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Agri-Urban, Inc.

6.24.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Ohio Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/01/2000 (effective date of merger)

2. Name and address of receiving party(ies)

Name: Southwest Landmark, Inc.

Internal Address: P. O. Box 189

Street Address: 415 Bellbrook Avenue

City: Xenia State: Ohio Zip: 45385-0189

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/899,496

B. Trademark Registration No.(s)

1,695,164; 1,701,054

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lyman F. Spitzer

Internal Address:

Street Address: Shumaker, Loop & Kendrick, LLC

1000 Jackson

City: Toledo State: Ohio Zip: 43624

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

NA

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lyman F. Spitzer Name of Person Signing

Lyman F. Spitzer Signature

June 17, 2002

Date

18

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clark Landmark, Inc.

- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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Name of Person Signing

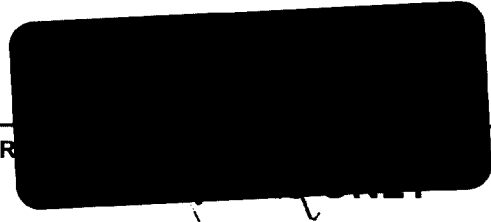
Signature

Date

Total number of pages including cover sheet, attachments, and document:

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Form PTO-1594 (Rev. 03/01)
 OM No. 0651-0027 (exp. 5/31/2002)
 U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Agri-Urban, Inc. *1.77.02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Ohio
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Southwest Landmark, Inc.
 Internal Address: P. O. Box 189
 Street Address: 415 Bellbrook Avenue
 City: Xenia State: Ohio Zip: 45385-0189

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Ohio
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

4. Application number(s) or registration number(s):
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 Name: Lyman F. Spitzer
 Internal Address: _____
 Street Address: Shumaker, Loop & Kendrick, LLP
 1000 Jackson
 City: Toledo State: Ohio Zip: 43624

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 NA

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lyman F. Spitzer *Lyman F. Spitzer* Dec. 6, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

02/05/2002 TBIAZ1 00000140 75899496
 01 FC:481 40.00 OP
 02 FC:482 50.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002533 FRAME: 0069



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/01/2000	200024500878	CONSOLIDATION/DOMESTIC CORP/NON PROFIT (CON)	50.00	10.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

SHUMAKER, LOOP & KENDRICK LLP
41 S HIGH ST #2210
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1178303

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SOUTHWEST LANDMARK, INC.

and, that said business records show the filing and recording of:

Document(s)

CONSOLIDATION/DOMESTIC CORP/NON PROFIT

Document No(s):

200024500878



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 21st day of July, A.D.
2000.

J. Kenneth Blackwell
Ohio Secretary of State

TRADEMARK
REEL: 002533 FRAME: 0070



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form Yes

CERTIFICATE OF CONSOLIDATION

In accordance with the requirements of Ohio law, the undersigned corporations, limited liability companies and/or limited partnerships, desiring to effect a consolidation, set forth the following facts:

RECEIVED
JUL 21 2010
J. KENNETH BLACKWELL
SECRETARY OF STATE

I. New Entity Created by Consolidation

A. The name of the entity created by the consolidation is:

Southwest Landmark, Inc.

B. The entity created by the consolidation is a: (Please check the appropriate box and fill in the appropriate blanks)

- Domestic (Ohio) corporation cooperative association organized under ORC Chapter 1729.
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/ country of _____
- Domestic (Ohio) limited liability company
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____
- Domestic (Ohio) limited partnership
- Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____
- Domestic (Ohio) Non profit corporation
- Foreign (Non-Ohio) Non profit corporation incorporated under the laws of the state/country of _____
- Domestic (Ohio) Limited Liability Partnership
- Foreign (Non-Ohio) Limited Liability Partnership located under the laws of the state/country of _____

II. Consolidating Entities

The name, type of entity, and state/country of incorporation or organization, respectively, of each entity, other than the new entity, which is a party to the consolidation are as follows:

(If insufficient space to cover this item, please attach a separate sheet listing the consolidating entities; Ohio limited partnerships and foreign qualified limited partnerships must include registration number)

Name	State/ Country of Organization	Type of Entity
<u>Agri-Urban, Inc.</u>	Ohio #160294	<u>Domestic Coop. Assn. (ORC 1729)</u>
<u>Clark Landmark, Inc.</u>	Ohio #160315	<u>Domestic Coop. Assn. (ORC 1729)</u>
<u>Clinton Landmark, Inc.</u>	Ohio #158424	<u>Domestic Coop. Assn. (ORC 1729)</u>
<u>Southwest Ohio, Ltd.</u>	Ohio #959801	<u>Limited Liability Co. (ORC 1705)</u>

J. Kenneth Blackwell

Secretary of State

III. Consolidation Agreement on File

The name and mailing address of the person or entity from whom/which eligible person may obtain a copy of the agreement of consolidation upon written request:

Name	Address
<u>Mark C. Stewart, Esquire</u>	<u>1000 Jackson Street</u> (street and number) <u>Toledo, Ohio 43624</u> (city, village or township) (state) (zip code)

IV. Effective Date of Consolidation This consolidation is to be effective:

On August 1, 2000 (if a date is specified, the date must be a date on or after the date of filing, the effective date of the consolidation cannot be earlier than the date of filing; if no date is specified, the date of filing will be the effective date of the consolidation).

V. Consolidation Authorized

The laws of the state or country under which each constituent entity exists, permits this consolidation.

This consolidation was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. Statutory Agent

The name and address of the statutory agent upon whom any process, notice or demand against any constituent entity or the new entity may be served is:

Name	Address
<u>Gordon Wallace</u>	<u>415 Bellbrook Avenue</u> (street and number P.O. Boxes are not acceptable) <u>Xenia, Ohio 45385-0189</u> (city, village or township) (state) (zip code)

VII. Acceptance of Agent

The undersigned, named herein as the statutory agent upon whom service of process against any constituent entity or the new entity may be served, hereby acknowledges and accepts the appointment of statutory agent.

Gordon Wallace
(Signature of Agent)
Gordon Wallace

VIII. Statement of Consolidation

Upon filing, or upon such later date as specified herein, the consolidating entity/entities listed herein shall consolidate to form the listed new entity.

J. Kenneth Blackwell

Secretary of State

IX. Articles of Incorporation, Articles of Organization or Certificate of Limited Partnership

The articles of incorporation, ~~articles of organization or certificate of limited partnership~~ (strike the inapplicable terms) of the new domestic (Ohio) entity herein, are as set forth in the attached "Exhibit A"

(Please note that articles of incorporation, articles of organization or a certificate of limited partnership MUST be attached if the new entity is to be a DOMESTIC corporation, limited liability company, or limited partnership.)

X. Qualification or Licensure of Foreign Surviving Entity

A. The foreign corporation, limited liability company, or limited partnership created by and through this consolidation hereby states that it desires to transact business in Ohio as a foreign corporation, foreign limited liability company, or foreign limited partnership, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the State of Ohio. The name and complete address of the statutory agent is:

_____ n/a _____ n/a
(name) (street and number)
_____ n/a _____ n/a
(city, village or township), Ohio (zip code)

The subject newly created foreign corporation, limited liability company or limited partnership irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State if the agent cannot be found, if the corporation, limited liability company or limited partnership fails to designate another agent when required to do so, or if the corporation's, limited liability company's, or limited partnership's license or registration to do business in Ohio expires or is cancelled.

B. The qualifying entity also states as follows: (complete only if applicable)

1. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed)

a. The name of the limited liability company in its state of organization/registration is

n/a

b. The name under which the limited liability company desires to transact business in Ohio is

n/a

c. The limited liability company was organized or registered on _____ n/a _____ under the laws of the state/
country of _____ n/a _____

d. The address to which interested persons may direct request for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is

n/a

(street address)

n/a

n/a

n/a

(city, township, or village)

(state)

(zip code)

2. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed)

a. The name of limited partnership is _____ n/a _____

b. The limited partnership was formed on _____ n/a _____

under the laws of the state/country of _____ n/a _____

J. Kenneth Blackwell

Secretary of State

c. The address of the office of the limited partnership in its state/country of organization is:

n/a

(street address)

(city, township, or village)

(state)

(zip code)

d. The limited partnership's principal office address is:

n/a

(street address)

(city, township, or village)

(state)

(zip code)

e. The names and business or residence addresses of the GENERAL partners of the partnership are as follows:

Name

Address (P.O. Boxes are not acceptable)

n/a

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

f. The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

n/a

(street address)

(city, township, or village)

(state)

(zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is cancelled or withdrawn.

IN WITNESS WHEREOF, the undersigned constituent entities have caused this certificate of consolidation to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Agri-Urban, Inc.

(exact name of entity)

Signature:

Title:

Date:

Clark Landmark, Inc.

(exact name of entity)

Signature:

Title:

Date:

Clinton Landmark, Inc.

(exact name of entity)

Signature:

Title:

Date:

Southwest Ohio, Ltd.

(exact name of entity)

Signature:

Title:

Date:

J. Kenneth Blackwell
Secretary of State

(exact name of entity)
Signature: _____
Title: _____
Date: _____

(exact name of entity)
Signature: _____
Title: _____
Date: _____

(exact name of entity)
Signature: _____
Title: _____
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(exact name of entity)
Signature: _____
Title: _____
Date: _____

(exact name of entity)
Signature: _____
Title: _____
Date: _____

(exact name of entity)
Signature: _____
Title: _____
Date: _____

An authorized representative of each constituent corporation, partnership, or entity must sign the consolidation certificate
ORC 1701.81(A)

ARTICLES OF INCORPORATION

OF

Southwest Landmark, Inc.

ARTICLE 1

NATURE OF BUSINESS AND LOCATION

1.1 **NAME.** The name of this Association shall be Southwest Landmark, Inc.

1.2 **PURPOSE.** The purpose of this Association is to associate producers and others to provide them economic benefit through joint action in purchasing supplies, services and equipment and in marketing products that they produce.

1.3 **NATURE OF BUSINESS.** The general nature of its business shall be to receive, grade, store, process, market and ship the agricultural products of its Members and other persons and to procure services, supplies and equipment for its Members and other persons.

1.4 **POWERS.** This Association is a cooperative association organized under Chapter 1729 of the Ohio Revised Code ("Chapter 1729"). It shall have all powers and rights conferred on corporations by the laws of Ohio. The foregoing powers shall include, without limitation, the power to form, acquire or hold an interest in any corporation or other entity; the power to enter into partnerships, joint ventures and other business relationships; and the power to act as statutory agent for any corporation.

1.5 **PRINCIPAL PLACE OF BUSINESS.** The principal place of business of this Association shall be in the City of Xenia, Greene County, Ohio.

ARTICLE 2

CAPITAL

2.1 **CAPITAL STOCK.** This Association shall be a cooperative association with capital stock, divided into shares and classes as follows:

COMMON – Five Thousand (5,000) shares Common with par value of Ten Dollars (\$10) per share.

A PREFERRED –Six Thousand Five Hundred (6,500) shares A Preferred with par value of Twenty Five Dollars (\$25) per share.

B PREFERRED –Six Thousand Five Hundred (6,500) shares B Preferred with par value of Fifty Dollars (\$50) per share.

C PREFERRED - Five Thousand (5,000) shares of C Preferred with par value of Ten Dollars (\$10) per share.

D PREFERRED - Three Hundred Fifty-Nine Thousand (359,000) shares of D Preferred with par value of One Hundred Dollars (\$100) per share.

2.2 COMMON STOCK

(a) Shares of Common stock may be issued by this Association or sold or transferred by the holders thereof only to a producer or cooperative. "Producer" means a person engaged in the production of agricultural products for the market, including lessors of property used for production of agricultural products for the market who receive as rent part of the agricultural product. "Cooperative" means a producer-controlled entity that is operated on a cooperative basis.

(b) If Common stock comes into the possession of a person who is not eligible to hold Common stock or a holder of Common stock becomes ineligible for Membership, such holder shall have no vote in the affairs of the Association. The Association shall have the right, at its option, to purchase such share(s) of Common stock at the lesser of its par value or book value or to convert the share(s) to capital credits with stated value equal to the par value of such share(s). If the holder fails to deliver the certificate evidencing the Common stock, the Association may cancel the certificate in its records and issue capital credits in replacement.

2.3 PREFERRED STOCK

(a) Shares of Preferred stock of any class or series authorized for issue by this Association may be issued or transferred to any person, subject to the terms and conditions of these Articles.

(b) C Preferred stock may be issued to indicate non-voting Membership of the holder in this Association.

(c) D Preferred stock may be issued in separate series of one or more shares as designated by the Board of Directors.

2.4 DIVIDENDS ON CAPITAL STOCK AND CAPITAL CREDITS.

(a) **A PREFERRED.** The Association shall pay non-cumulative dividends of not less than five percent (5%) nor more than eleven percent (11%) of par value per annum on A Preferred stock, when and in such manner and amount as determined by the Board of Directors. Payment of dividends on A Preferred stock shall have preference over payment of dividends on other classes of this Association's capital stock.

(b) **B PREFERRED.** The Association shall pay noncumulative dividends of not less than four percent (4%) nor more than eleven percent (11%) of par value per annum on B Preferred, when and in such manner and amount as determined by the Board of Directors. Payment of dividends on B Preferred stock shall have preference over payment of dividends on any series of D Preferred stock. The right to dividends on B Preferred stock shall be subordinate to any dividends payable on A Preferred stock.

(c) **D PREFERRED.** Upon the designation of each series of D Preferred stock, the Board of Directors shall establish dividend rights and preferences, if any, for such series. The dividend on any series of D Preferred stock may be non-cumulative or cumulative and may not exceed ten percent (10%) of par value per annum. The right to receive dividends on D Preferred stock of any series may be given preference over dividends that can or may be paid on any other series of D Preferred stock.

(d) **COMMON, C PREFERRED AND CAPITAL CREDITS.** There shall be no dividends on Common or C Preferred stock or on capital credits issued by this Association.

(e) **CONDITION OF PAYMENT OF DIVIDENDS.** It shall be a condition of all dividends declared on the Association's capital stock that the Association be able to confirm the current address and status of the holder of such capital stock before such dividend becomes payable. If, after reasonable inquiry, the current address and status of a shareholder cannot be confirmed by the Association, no dividend shall be declared or paid upon the capital stock held by that shareholder. No dividends may be declared unless the Association has sufficient amounts in its Capital Reserve from which such dividends can be paid.

2.5 **TRANSFER OF CAPITAL STOCK AND CAPITAL CREDITS.** Shares of capital stock and capital credits issued by this Association may be transferred only with the consent of the Board of Directors.

2.6 **REDEMPTION OF STOCK AND CAPITAL CREDITS.** Shares of capital stock and capital credits issued by this Association may be redeemed at such time, in such manner, and in such order as determined by the Board of Directors. Capital stock and capital credits shall be redeemed at par or stated value, as the case may be, or book value, whichever is less, except that in the event this Association asserts its right of lien and offset with respect to any such stock or capital credits, the amount credited from the offset shall be as provided in Article 2.7 of these Articles. In the case of any Affected Stockholder who is entitled to receive fair cash value for any of the Association's stock pursuant to Chapter 1729, "fair cash value" shall be the lesser of par value or book value of such stock unless otherwise expressly provided in the subscription for said stock. For purposes of these Articles and the Bylaws, "Affected Stockholder" means any non-Member shareholder who is an affected stockholder as defined in Chapter 1729.

2.7 **LIEN AND RIGHT OF OFFSET.** This Association shall have a first lien and security interest in all capital stock, dividends on capital stock, patronage refunds, and capital credits that it issues or allocates for all indebtedness of the respective holders or owners thereof to this Association. At the option of the Board of Directors, this Association shall have the right to offset the amount of any such dividends and the present value (based on the Association's history of equity redemption) of any such capital stock, patronage refunds, and capital credits against such indebtedness; but nothing herein shall give holders or owners thereof any right to have such offset made.

ARTICLE 3

MEMBERSHIP AND DISTRIBUTION OF EARNINGS

3.1 **MEMBER ELIGIBILITY.**

(a) Voting Members. This Association may admit as Voting Members only eligible persons. To be eligible for Voting Membership in this Association a person must: (i) be a producer or cooperative as defined in these Articles; (ii) agree to become and remain an active Patron of this Association; (iii) be accepted to Membership by the Board of Directors, and (iv) acquire at least one share of this Association's Common stock.

(b) Non-Voting Members. This Association may also admit as non-voting Members other persons who (i) agree to become or remain an active Patron of this Association; (ii) are accepted to Membership by the Board of Directors, and (iii) acquire at least one share of this Association's C Preferred Stock.

(c) Members. Voting Members and non-voting Members are collectively referred to in these Articles of Incorporation and in the Bylaws as the "Members."

(d) Further Definition. The Bylaws may further define and restrict Membership in this Association.

3.2 **VOTING.** Each Voting Member of this Association shall be entitled to one vote in any matter submitted to a vote of the Members of this Association. Neither Membership nor ownership of capital stock or other equity interests in this Association shall otherwise confer upon the holder any voting rights in this Association, except that Affected Stockholders shall be entitled to notice and participation in matters to be decided by the Members to the extent provided in Chapter 1729. Absentee Votes may be cast as provided in the Bylaws.

3.3 **PATRONAGE REFUNDS.** The Net Margins of this Association in excess of dividends on capital stock and additions to the Capital Reserve shall be distributed as Patronage Refunds to Patrons annually on the basis of Patronage Transactions as defined and provided for in the Bylaws.

ARTICLE 4

BOARD OF DIRECTORS

The government of this Association and the management of its affairs shall be vested in the Board of Directors. Bylaws shall prescribe the number, terms and manner of election of Directors.

ARTICLE 5

DISSOLUTION

In the event of dissolution, liquidation or winding up of the affairs of this Association, whether voluntary or involuntary, any property remaining after all creditors have been paid shall belong to and be distributed to the Members, shareholders and Patrons as follows:

First, to the holders of A Preferred stock, the par value of their shares;

Then, to the holders of B Preferred stock, the par value of their shares;

Then, to the holders of each series of D Preferred Stock in order of preference as prescribed in any subscription for such stock, otherwise in equal preference, the par value of their stock;

Then, to the holders of Common stock, C Preferred stock and capital credits, in equal preference, the par value or stated value, as the case may be, of their shares and credits;

Then, any property remaining to the Member Patrons on the basis of their respective aggregate Patronage Transactions over the previous ten (10) years as shown by the records of the Association.

ARTICLE 6

AMENDMENT OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended by an affirmative vote of at least sixty percent (60%) of the Voting Members who vote on the amendment. Notice of any proposal to amend the Articles of Incorporation must contain the text of the proposed amendment.