

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trimega Purchasing Association		06/19/2019	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Independent Suppliers Group, Inc.		
Street Address:	5600 N. River Road, Suite 700		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1768831	OFFICE CITY AMERICA'S OFFICE SUPPLIER	
Registration Number:	1807232	INTEC	
Registration Number:	2902207	TRI-TECH	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3172311313		
Email:	jgard@btlaw.com		
Correspondent Name:	Julia Spoor Gard		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	12300-100		
NAME OF SUBMITTER:	Julia Spoor Gard		
SIGNATURE:	/jgard/		
DATE SIGNED:	04/26/2023		
Total Attachments: 19			
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State of Indiana
Office of the Secretary of State

CERTIFICATE OF MERGER
of
INDEPENDENT SUPPLIERS GROUP, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that an Articles of Merger of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The following non-surviving entity(s):

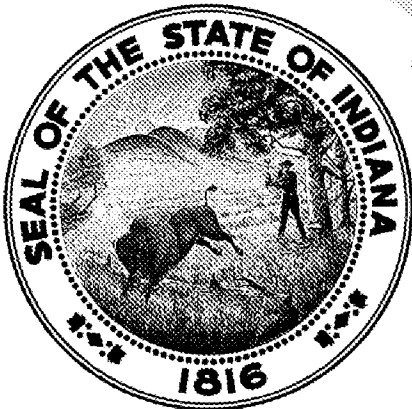
TRIM EGA PURCHASING ASSOCIATION

a(n) Non-Qualified Entity

merged with and into the surviving entity(s):

INDEPENDENT SUPPLIERS GROUP, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 01, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 26, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

197707-567 / 8308779

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

ARTICLES OF MERGER OF
TRIMEGA PURCHASING ASSOCIATION
(AN ALABAMA CORPORATION)
INTO
INDEPENDENT SUPPLIERS GROUP, INC.
(AN INDIANA CORPORATION)

June 19, 2019

The undersigned, acting as a duly authorized officer of INDEPENDENT SUPPLIERS GROUP, INC., an Indiana corporation (the “**Surviving Corporation**”), in compliance with the Indiana Business Corporation Law, as amended from time to time (the “**IBCL**”), and the Alabama Business Corporation Law, as amended from time to (the “**ABCL**”), and desiring to effect a merger of TRIMEGA PURCHASING ASSOCIATION, an Alabama corporation (the “**Merging Corporation**”), with and into the Surviving Corporation (the “**Merger**”), hereby sets forth the following facts:

Article 1. SURVIVING CORPORATION

Section 1.1 **Name.** The name of the corporation surviving the Merger is “Independent Suppliers Group, Inc.” (the “**Surviving Corporation**”), which was incorporated pursuant to the IBCL on July 21, 1977.

Section 1.2 **Jurisdiction.** The Surviving Corporation is an Indiana corporation incorporated and existing pursuant to the provisions of the IBCL.

Article 2. MERGING CORPORATION

Section 2.1 **Name.** The name of the corporation merging with and into the Surviving Corporation pursuant to the Merger is “Trimega Purchasing Association” (the “**Merging Corporation**”).

Section 2.2 **Jurisdiction.** The Merging Corporation is an Alabama corporation organized in Tuscaloosa County, Alabama on August 8, 1988 and existing pursuant to the provisions of the ABCL.

Article 3. EFFECTIVE TIME

These Articles of Merger shall become effective at 12:01 a.m. on July 1, 2019 (the “**Effective Time**”).

Article 4. MANNER OF ADOPTION OF PLAN OF MERGER

Section 4.1 **Approval by the Directors and Shareholders of the Surviving Corporation.** The Plan of Merger, attached hereto as EXHIBIT A and incorporated herein by reference (“**Plan of Merger**”), was duly adopted by the Surviving Corporation’s board of directors pursuant to a board meeting held in accordance with the IBCL and the Surviving Corporation’s shareholders pursuant to a special meeting held on June 18, 2019 in accordance

with the IBCL. The vote in favor of the Merger at the special shareholder's meeting was (i) 183 Common shares in favor and 1 Common shares against out of a total of 221 Common shares outstanding and permitted to vote and (ii) 16,288 Class A shares in favor and 352 Class A shares against out of a total of 18,341 Class A shares outstanding and permitted to vote.

Section 4.2 Approval by the Directors and Shareholders of the Merging Corporation. The Plan of Merger was duly adopted by the Merging Corporation's board of directors pursuant to a board meeting held in accordance with the ABCL and the Surviving Corporation's shareholders pursuant to a special meeting held on June 17, 2019 in accordance with the ABCL. The vote at the special shareholder's meeting was 289 Common shares in favor and 2 Common Shares against out of a total of 378 Common shares outstanding and permitted to vote.

Section 4.3 Compliance with Legal Requirements. The manner of the adoption of the Plan of Merger, and the vote by which it was adopted and approved, constitute full legal compliance with the provisions of the IBCL, the ABCL and the articles of incorporation and by-laws of the Surviving Corporation and the Merging Corporation.

Article 5. REGISTERED AGENT INFORMATION

Section 5.1 Commercial Registered Agent. The commercial registered agent of the Surviving Corporation shall not change on account of the Merger and shall remain as CT Corporation System. The undersigned represents that the commercial registered agent named above has consented to the appointment of registered agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Surviving Corporation, executes these Articles of Merger and verifies that the statements contained herein are true as of the date first written above.

"Surviving Corporation"

INDEPENDENT SUPPLIERS GROUP, INC.
an Indiana corporation

By: 

Printed: Michael Gentile

Its: President & CEO

SIGNATURE PAGE

TO

ARTICLES OF MERGER -- INDEPENDENT SUPPLIERS GROUP, INC. (TRIMEGA MERGER)

TRADEMARK

REEL: 008052 FRAME: 0902

EXHIBIT A
PLAN OF MERGER

[See attached]

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (this “**Plan**”), dated as of June 19, 2019, is made by and between INDEPENDENT SUPPLIERS GROUP, INC., an Indiana corporation (the “**Surviving Corporation**”), and TRIMEGA PURCHASING ASSOCIATION, an Alabama corporation (the “**Merging Corporation**”), in order to merge the Merging Corporation into the Surviving Corporation. The Merging Corporation and the Surviving Corporation are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the Surviving Corporation is a corporation duly organized under the laws of the State of Indiana; and

WHEREAS, the Merging Corporation is a corporation duly organized under the laws of the State of Alabama; and

WHEREAS, the Board of Directors and the Shareholders of the Surviving Corporation and the Board of Directors and the Shareholders of the Merging Corporation have determined that it is advisable and in the best interests of the Parties that the Merging Corporation be merged with and into the Surviving Corporation upon the terms and subject to the conditions set forth in this Plan, and in accordance with the applicable laws of the State of Indiana and the State of Alabama, have approved and adopted this Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (as defined below), the Parties agree as follows:

Article 1. RECITALS

In accordance with the applicable sections of the Indiana Business Corporation Law, as amended (the “**IBCL**”), and the Alabama Business and Nonprofit Entities Code, as amended (the “**ABNEC**”), the Surviving Corporation and the Merging Corporation desire to effect a statutory merger of the Merging Corporation into the Surviving Corporation in the manner set forth herein (the “**Merger**”), as evidenced by the approval of the Surviving Corporation’s Board of Directors and Shareholders, and the Merging Corporation’s Board of Directors and Shareholders, of the Merger and the terms of this Plan.

Article 2. MERGER PARTIES

Section 2.1 **Merging Corporation.** The name of the Alabama corporation proposing to merge into the Surviving Corporation is “Trimega Purchasing Association”.

Section 2.2 **Surviving Corporation.** The name of the Indiana corporation that the Merging Corporation proposes to merge into is “Independent Suppliers Group, Inc.” The street address for the Surviving Corporation’s principal place of business is 250 E. 96th Street, #510, Indianapolis, IN 46240.

Article 3. TERMS, CONDITIONS AND EFFECTIVE TIME OF MERGER

Section 3.1 **General.** Upon the Effective Time (as defined in Section 3.2), the Merging Corporation shall merge into the Surviving Corporation, which shall survive the Merger and continue to be a corporation governed by the laws of the State of Indiana. The Merging Corporation shall be the merging corporation under the Merger and its corporate identity and existence, separate and apart from the Surviving Corporation, shall cease as of the Effective Time.

Section 3.2 **Effective Time.** The Merger shall become effective as of 12:01 a.m. on July 1, 2019 pursuant to the filing of the Articles of Merger with the office of the Secretary of State for the State of Indiana and a Certificate of Merger with the office of the Secretary of State for the State of Alabama (the “Effective Time”).

Article 4. MANNER OF CONVERTING STOCK

Section 4.1 **Conversion of Merging Corporation’s Issued Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the Parties, each issued and outstanding Common Share of the Merging Corporation as of the Effective Time will be converted into one (1) Common Share of the Surviving Corporation, which Common Share will be fully paid and nonassessable. The unallocated equity of the Merging Corporation shall be converted to Class A Shares of the Surviving Corporation at a ratio of \$80 of unallocated equity per Class A Share, which Class A Shares will be fully paid and nonassessable.

Section 4.2 **Existence of Surviving Corporation’s Issued Shares.** All issued and outstanding Class A Shares and Common Shares of the Surviving Corporation as of the Effective Time shall be and remain outstanding Class A Shares and Common Shares of the Surviving Corporation, as applicable.

Section 4.3 **Certificates for Shares.** As of the Effective Time, certificates that represent Common Stock of the Merging Corporation will thereafter represent shares of Common Stock of the Surviving Corporation, as converted pursuant to the terms of Section 4.1. After the Effective Time, each holder of certificates that represent Common Stock of the Merging Corporation will thereafter surrender such certificate to the Surviving Corporation as requested by the Surviving Corporation for cancellation and the Surviving Corporation will issue new certificates evidencing such holder’s ownership of Common Stock of the Surviving Corporation pursuant to the terms of this Plan.

Article 5. EFFECT OF MERGER

Section 5.1 **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety as set forth on Exhibit A attached hereto, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

Section 5.2 **Bylaws.** At the Effective Time, the Bylaws of the Surviving Corporation shall be amended and restated in their entirety as set forth on Exhibit B attached hereto (the “Bylaws”), unless and until the same shall be amended or repealed in accordance with the provisions thereof.

Section 5.3 Directors. Effective as of the Effective Time, each existing member of the Board of Directors of the Surviving Corporation shall be deemed to have resigned as a member of the Board of Directors of the Surviving Corporation. Section 2 of Article III of the Bylaws sets forth the members of the Board of Directors as of the Effective Time, each to hold office subject to the Surviving Corporation's Articles of Incorporation, the Surviving Corporation's Bylaws and the IBCL.

Section 5.4 Officers. Effective as of the Effective Time, each existing officer of the Surviving Corporation shall be deemed to have resigned from such office; *provided, however*, such resignation shall only apply to such person's officer position and will not impact any other relationship such person has with the Surviving Corporation, including such person's employment with the Surviving Corporation, if applicable. As of the Effective Time, the officers of the Surviving Corporation shall be as follows: (i) Mike Maggio, the Chief Executive Officer, (ii) Mike Gentile, the President, and (iii) Jeff Matthews, the Chief Financial Officer, each to hold office subject to the Surviving Corporation's Articles of Incorporation, the Surviving Corporation's Bylaws and the IBCL, unless and until the same shall be removed or replaced pursuant thereto. The Chairman, the Vice Chairman, the Secretary and other officers, if applicable, will be elected by the Board of Directors following the Merger.

Section 5.5 Succession of Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Parties; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Parties shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or instrument; and the title to any real estate or any interest therein, vested by deed or otherwise, in either of the Parties, shall not revert or be in any way impaired by reason of the Merger.

Section 5.6 Succession of Liabilities. From and after the Effective Time, all of the rights of creditors and all liens (if any) upon the property of either of the Parties shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "**Obligations**") of each of the Parties shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation in such action or proceeding.

Section 5.7 Company Acts. From and after the Effective Time, all company acts, plans, policies, arrangements, approvals and authorizations (collectively, "**Company Acts**") of the Merging Corporation, and its shareholders, officers, employees and agents, that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Company Acts of the Surviving Corporation.

Section 5.8 Further Documents. If at any time prior to the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the

Merger, the proper officers of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

Article 6. APPROVAL OF MERGER

This Plan has been fully and duly approved by the Surviving Corporation's Board of Directors and Shareholders in accordance with the IBCL, and by the Merging Corporation's Board of Directors and Shareholders in accordance with the ABNEC.

[Signature Page Follows]

IN WITNESS WHEREOF, this Plan and Agreement of Merger is executed on behalf of the Surviving Corporation and the Merging Corporation on the date first set forth above.

"Surviving Corporation"

INDEPENDENT SUPPLIERS GROUP, INC.,
an Indiana corporation

By: 
Printed: Michael Gentile

Its: President & CEO

"Merging Corporation"

TRIMEGA PURCHASING ASSOCIATION,
an Alabama Corporation

By: _____

Printed: Michael Maggio

Its: President

SIGNATURE PAGE
TO
PLAN AND AGREEMENT OF MERGER

TRADEMARK
REEL: 008052 FRAME: 0908

IN WITNESS WHEREOF, this Plan and Agreement of Merger is executed on behalf of the Surviving Corporation and the Merging Corporation on the date first set forth above.

"Surviving Corporation"

INDEPENDENT SUPPLIERS GROUP, INC.,
an Indiana corporation

By: _____

Printed: Michael Gentile

Its: President & CEO

"Merging Corporation"

TRIMEGA PURCHASING ASSOCIATION,
an Alabama Corporation

By: Michael Maggio

Printed: Michael Maggio

Its: President

SIGNATURE PAGE
TO
PLAN AND AGREEMENT OF MERGER

TRADEMARK
REEL: 008052 FRAME: 0909

Exhibit A

Articles of Incorporation

[see attached]

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
INDEPENDENT SUPPLIERS GROUP, INC.**

**ARTICLE I
NAME**

The name of the Corporation is Independent Suppliers Group, Inc. (the "Corporation").

**ARTICLE II
PURPOSES**

Subject to any limitations or restrictions imposed by law or these Articles of Incorporation, the Corporation was formed for the following purposes and shall have the following general rights, privileges, and powers:

- a. To conduct business on a cooperative basis pursuant to Subchapter T of the Internal Revenue Code of 1986, as amended; and
- b. To engage in any lawful business for which businesses can be incorporated under the Indiana Business Corporation Law.

**ARTICLE III
TERM OF EXISTENCE**

The period during which the Corporation shall continue is perpetual.

**ARTICLE IV
REGISTERED OFFICE & REGISTERED AGENT**

The post office address of the Registered Office of the Corporation is 150 West Market Street, Suite 800, Indianapolis, IN 46204, and the name and post office address of its Registered Agent in charge of such office is CT Corporation System. The location of its registered office, or the designation of its Registered Agent, or both, may be changed at any time, or from time to time, when authorized by the Board of Directors, by filing with the Secretary of State of the State of Indiana, on or before the day any such change is to take effect, or within five (5) days after the death of the Registered Agent or other unforeseen termination of the person's agency, a certificate signed by the Chief Executive Officer, the President or a Vice President, or the Secretary or an Assistant Secretary, of the Corporation, and verified under oath by one of such officers signing the same, stating the change to be made and reciting that such change is made pursuant to authorization by the Board of Directors and any other form designated by the Secretary of State of the State of Indiana for changing the Registered Agent of an Indiana corporation.

ARTICLE V NUMBER OF SHARES

The total number of shares which the Corporation shall have the authority to issue is 252,000 shares.

ARTICLE VI TERMS OF SHARES

6.01 The shares of the Corporation shall be divided into 250,000 Class A shares, having a liquidation preference of \$80.00 per share and no voting rights, and 2,000 Common shares with full voting rights.

6.02 The Class A shares are senior to the Common shares. The Class A may (or any portion of them), subject to all then extant legal limitations, be called for redemption and redeemed at the option of the Corporation in whole at any time or in part from time to time, upon the payment of the sum of \$80.00 per share (the "Class A Redemption Price") plus any accrued dividends and the giving of thirty (30) days' notice by mail to the holders of the shares to be redeemed.

The Board of Directors may (subject to statutory limitations on redemption) at any time and from time to time (and on a non-pro rata basis as among all the holders of such shares) redeem Class A shares of Shareholders, and they may also call the Common share held by that Shareholder for redemption, including but not limited to situations involving termination of the status of a holder of Common shares as such, or, the failure of a Shareholder to provide the security or collateral required by the Corporation with respect to past or prospective merchandise or services transactions of the Shareholder with the Corporation. The proceeds of the redemption shall be subject to the Corporation's set-off rights under Article 9.05 or may be held as cash collateral against existing or future obligations of a Shareholder to the Corporation for issuance of merchandise and services.

If at any time the Board of Directors shall determine to redeem less than all of the outstanding Class A shares other than under the circumstances of the preceding paragraph, then the number of Class A shares held by each holder thereof which shall be redeemed shall be that proportion of the shares of such holder, as the total number of shares to be redeemed bears to the aggregate number of Class A shares then held by all Shareholders. No fraction of a share shall be redeemed.

6.03 If notice of redemption of Class A shares shall have been duly mailed, and if, on or before the redemption date, all money necessary for such redemption shall have been set aside by the Corporation, separate and apart from its other funds, for the account of the holders of the shares to be redeemed so as to be and continue to be available for payment to such holders of the shares to be redeemed, then from and after the redemption date, whether or not the certificates (if any were issued) for such shares shall have been surrendered the shares so called for redemption shall no longer be deemed outstanding for any purpose, and all rights with respect to those shares shall thereupon cease, except only the right of the holders of the shares to receive the amount payable upon redemption, without interest.

6.04 Upon any liquidation of the Corporation for any reason whatsoever, the holders of Class A shares shall be entitled to receive, out of the assets of the Corporation, the sum of \$80.00 per share (or so much thereof as is possible on a pro rata basis if there are not sufficient assets to pay the full \$80.00 per share) before any distribution is made to the holders of Common shares.

Thereafter the holders of the Common shares shall be entitled to receive the sum of \$1,000.00 per share, or so much thereof as is possible on a pro rata basis if there are not sufficient assets to pay the full amount of \$1,000.00 per share.

All remaining assets which resulted from transactions with Shareholders shall be distributed on a patronage basis with respect to then extant and former Shareholders over such reasonable period of time as shall be determined at the time for liquidation by the Board of Directors as shall result in a fair and equitable distribution of the remaining assets on a cooperative basis. Any assets remaining thereafter shall be distributed among the then holders of the Common shares equally per share.

6.05 Shares of the Corporation shall be transferable only to the Corporation or to a person determined by the Corporation to meet its then extant standards, and which person is a successor in interest or occupancy of premises serviced or to be served by the Corporation.

6.06 No dividends shall be paid on any of the outstanding shares of the Corporation, except for patronage dividends pursuant to Article 9.07.

ARTICLE VII VOTING RIGHTS OF SHARES

Unless the Indiana Business Corporation Law shall expressly provide to the contrary, (i) all voting powers shall vest exclusively in the holders of the Common shares, and (ii) no voting powers shall vest in the holders of the Class A shares. Holders of Common shares shall be entitled in the election of directors and all other matters coming before any meeting of shareholders to one (1) vote for each Common share standing in the shareholder's name on the books of the Corporation.

ARTICLE VIII DIRECTORS

8.01 Number. The number of directors may from time to time be fixed by the By Laws. In the absence of a By Law fixing the number of directors, the number shall be twelve (12).

The Board of Directors shall be divided into three classes whose terms of office shall expire at different times as established by the resolution electing such director. No term shall continue longer than three (3) years.

8.02 Qualifications. Directors must meet the qualifications established from time to time in the By Laws.

**ARTICLE IX
PROVISIONS FOR REGULATION OF BUSINESS AND CONDUCT
OF AFFAIRS OF CORPORATION**

9.01 The power to make, amend, or repeal the By Laws shall be vested in the Board of Directors; provided, however, that the Board of Directors may not alter, amend or repeal any By Law (i) establishing what constitutes a quorum at meetings of Shareholders, (ii) adversely affecting this status of the Corporation doing business as a cooperative, (iii) regarding the composition of or process for nominating or electing members of the Board of Directors; provided that the Board of Directors may amend the By Laws solely to revise the qualifications for the LDG, (iv) adversely affecting the issue price or redemption of shares of the Corporation, (v) adversely affecting patronage dividends to Shareholders of the Corporation, or (vi) altering or changing the powers, preferences, or special rights of any class of shares so as to affect such class adversely or to subdivide any class into series with different powers, preferences, or special rights. In addition, the holders of a majority of the Common shares of the Corporation shall also have the power to amend or repeal the By Laws at any meeting of shareholders duly called and held for such purpose.

9.02 The use of the official seal of the Corporation shall not be necessary for the validity of any instrument otherwise properly executed by a duly elected officer of the Corporation.

9.03 Common shares of the Corporation shall be sold only for cash and only in units of one (1) share at an issue price of \$1,000.00 per share. Only persons, partnerships, limited liability companies and corporations meeting the qualifications set forth in the By Laws shall be eligible to own and hold shares of the Corporation.

9.04 Each shareholder shall purchase one (1) Common share.

9.05 The Common and Class A shares of the Corporation (together with rights, if any, to patronage dividends of the holder of such shares) shall be subject at all times to the right of the Corporation to set-off the lower of the Class A Redemption Price, with respect to Class A Shares, and the issue price, with respect to Common Shares, or the book value of such shares (or rights to any shares) of a shareholder against any indebtedness of that shareholder to the Corporation, and any balance in excess of the indebtedness will be remitted to the shareholder at such time as shall be determined by the Board of Directors. Upon the set-off of the shares against the indebtedness of the shareholder to the Corporation, the shares shall be deemed to have been repurchased by the Corporation, the certificates (if any were issued for the shares) shall be shown as cancelled, shall be void and the shares shall no longer be outstanding. Any officer employed by the Corporation may effect the set-off of indebtedness owed to the Corporation by a shareholder against shares of the Corporation held by a shareholder without the prior approval of the Board of Directors if, in the judgment of the officer the credit situation is such that prompt action is required.

9.06 Upon the demand of a shareholder, the Corporation will repurchase the Common shares held by the shareholder at the lesser of the issue price or book value thereof so long as the assets of the Corporation exceed its liabilities by more than the amount of any preferential rights

of any shares of the Corporation not scheduled for repurchase which, on dissolution, are superior to the liquidation priority of the share to be repurchased. Book value shall be determined in accordance with generally accepted accounting principles, consistently applied.

9.07 With respect to each fiscal year, the Corporation shall determine whether a patronage dividend is payable to the shareholders of the Corporation. The aggregate amount of such patronage dividend shall be in an amount determined by the Board of Directors which shall be no greater than the patronage based net savings from the Corporation, before the effect of any state and federal income taxes, in such fiscal year (determined by reference to its audited financial statements for such fiscal year). The By Laws, as the same may be amended from time to time, shall contain provisions which include more specific rules for the computation, allocation and payment of such patronage dividend. All such rules shall be consistent with applicable rules of law and generally acceptable accounting principles.

9.08 The By Laws may from time to time specify obligations of shareholders or such obligations may be specified pursuant to rules or policies adopted by the Board of Directors, which may include (but are not limited to) requirements relating to (i) trademarks, trade names, service marks, copyrights, slogans and the like of the Corporation, (ii) minimum purchases, (iii) indebtedness to the Corporation and (iv) promotion of merchandise available from the Corporation. The By Laws shall specify action which may be taken by a corporate officer in case of violation of such obligation which may include (but is not limited to) any one or more of the following actions: (a) termination of services to the defaulting shareholder, (b) calling the Common shares of the shareholder for redemption, (c) requiring the return of all catalogs, books, pamphlets, supplementary information, publications and the like provided by the Corporation, (d) requiring removal and return to the Corporation of all signs, supplies and equipment provided by the Corporation, (e) requiring

- (i) disposition of or return to the Corporation of all merchandise in the possession of or subject to the control of the shareholder bearing, and
- (ii) removal from the shareholder's premises and prohibiting the use by such shareholder in any manner whatsoever of,

any present or future trademarks, trade names, service marks, slogans, color combinations, designs and the like of the Corporation.

9.09 Meetings of the shareholders or Board of Directors may be held at the registered office of the Corporation or at such other place within or without the State of Indiana as shall be fixed according to the By Laws. A quorum for actions by the holders of each class of shares outstanding shall be thirty (30%) percent of the respective class.

9.10 In addition to the powers and authorities hereinabove or by statute expressly conferred, the Board of Directors is hereby authorized to exercise all such powers and to do all such acts and things as may be exercised or done by a corporation organized and existing under the provisions of the Indiana Business Corporation Law.

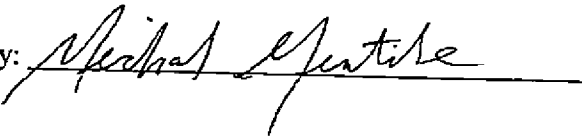
9.11 The Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed

by the provisions of the Indiana Business Corporation Law or any other pertinent enactment of the General Assembly of the State of Indiana, and all rights and powers conferred hereby on shareholders, directors, and officers are subject to this reserved power.

9.12 If the Corporation enters into contracts or transacts business with one or more of its directors or with any firm of which one or more of its directors are members or with any other corporation or association of which one or more of its directors are shareholders, directors or officers, such contracts or transactions shall not be invalidated or in any way affected by the fact that such director or directors have or may have interests herein which are or might be adverse to the interests of the Corporation, provided that such contract or transaction is entered into in good faith and approved by a majority of the disinterested directors of the Corporation.

IN WITNESS WHEREOF, this Amended & Restated Articles of Incorporation is executed as
of June 19, 2019.

INDEPENDENT SUPPLIERS GROUP, INC.,
an Indiana corporation

By: 

Printed: Michael Gentile

Its: President & CEO