

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME		
EFFECTIVE DATE:	07/01/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klink Citrus Association		07/01/2023	Corporation: CALIFORNIA
NEWLY MERGED ENTITY DATA			
Name	Execution Date	Entity Type	
Orange Cove-Sanger Citrus Association	07/01/2023	Corporation: CALIFORNIA	
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)			
Name:	Klink Orange Cove Citrus		
Street Address:	180 South Avenue		
City:	Orange Cove		
State/Country:	CALIFORNIA		
Postal Code:	93646		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	0213099	EXCLUSIVE	
Registration Number:	1338259	EXTRACTOR	
Registration Number:	0432811	HONEY BRAND	
Registration Number:	2023448	HONEY	
Registration Number:	0215802	IVANHOE	
Registration Number:	2088620	IVANHOE	
Registration Number:	0952263	PERFECTION	
Registration Number:	1265210	PRIDE OF VENICE COVE	
Registration Number:	2090448	PRIDE OF VENICE COVE	
Registration Number:	2694309	HONEY BEE	
Registration Number:	2347657	PURE HONEY	
Registration Number:	5641111	KLINK'S KNIGHT	
CORRESPONDENCE DATA			

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Fax Number:

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.

Phone: 6612908760
Email: tm@sunkistgrowers.com
Correspondent Name: Lawrence Schnapp
Address Line 1: 27770 N. Entertainment Dr.
Address Line 4: Valencia, CALIFORNIA 91355

NAME OF SUBMITTER:	Lawrence Schnapp
SIGNATURE:	/Lawrence Schnapp/
DATE SIGNED:	09/15/2023

Total Attachments: 20
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For Office Use Only

-FILED-

File No.: BA20231108367

Date Filed: 7/10/2023

KLINK CITRUS ASSOCIATION, a California non-profit co-operative marketing association, 84238;
ORANGE COVE-SANGER CITRUS ASSOCIATION, a California non-profit co-operative marketing association, 686518



AGREEMENT OF MERGER AND REORGANIZATION

This Agreement of Merger and Reorganization ("Agreement") is entered into as of JULY 1, 2023, by and between KLINK CITRUS ASSOCIATION, a California non-profit co-operative marketing association organized under Chapter 1 of Division 20 of the California Food & Agricultural Code, ("Klink"), and ORANGE COVE-SANGER CITRUS ASSOCIATION, a California non-profit co-operative marketing association organized under Chapter 1 of Division 20 of the California Food & Agricultural Code, ("OC-SCA"). By this Agreement, KLINK merges into OC-SCA and OC-SCA shall continue its existence as a California non-profit co-operative marketing association organized under Chapter 1, Division 20 of the California Food & Agricultural Code re-named KLINK ORANGE COVE CITRUS.

ARTICLE 1. RECITALS OF THE CONSTITUENT CORPORATIONS

1.01 Klink and OC-SCA are California corporations and are organized and/or operate as nonprofit cooperative associations, without shares of stock, pursuant to and for the purposes of and subject to the provisions of Chapter 1 of Division 20 of the California Food and Agricultural Code which are set forth at Food and Agricultural Code sections 54001 et seq.

1.02 Klink was incorporated as Klink Citrus Association in April 1917, with its principal place of business in Ivanhoe, Tulare County, California.

1.03 OC-SCA was incorporated as Orange Cove-Sanger Citrus Association in August 1916, with its principal place of business in Orange Cove, Fresno County, California.

1.04 Both OC-SCA and Klink are engaged in the packing and marketing of citrus fruit produced by their members.

1.05 Both OC-SCA and Klink are non-stock companies, and the capital investment therein is represented by each entity's Capital or Revolving Fund Credits.

1.06 Both OC-SCA and KLINK have Revolving Fund Credits outstanding by years which will be combined upon the merger but which will be paid out to the former members of Constituent Corporations in accordance with their prior policies and in accord with the Agreement.

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1.07 Both OC-SCA and Klink are exempt from the California Corporate Securities Law of 1968 set forth in California Corporations Code sections 24000 et seq.

1.08 The Board of Directors of Klink and the Board of Directors of OC-SCA have determined to merge KLINK into OC-SCA pursuant to the provisions of Food and Agricultural Code section 54180 and California Corporations Code sections 1100 et seq.

1.09 For purposes of this Agreement, OC-SCA and Klink are each a Constituent Corporation as defined in Corporations Code section 161. OC-SCA is the Surviving Corporation as defined in Corporations Code section 190 and KLINK is the Disappearing Corporation as defined in Corporations Code section 165.

1.10 For federal income tax purposes, it is intended that the merger qualify as a reorganization under the provisions of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"), 26 U.S.C. § 368(a).

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 2. MERGER

2.01. **Merger:** KLINK shall be merged with and into OC-SCA. KLINK's separate existence shall cease on JULY 1, 2023, the effective date of the merger. OC-SCA shall be renamed KLINK ORANGE COVE CITRUS. Without any other transfer or documentation other than as may be required by governmental entities or other instrumentalities having jurisdiction, on the Effective Date OC-SCA shall (i) succeed to all of KLINK's rights and property; and (ii) be subject to all of KLINK's liabilities and obligations, including but not limited to Sunkist Plan A retirement liabilities; with all of the foregoing values at respective book basis or carrying value. All liens on the property of both Constituent Corporations, if any, remain in place. Notwithstanding the above, after the Effective Date, KLINK ORANGE COVE CITRUS's proper officers and directors may perform any acts necessary or desirable to vest or confirm KLINK ORANGE COVE CITRUS's possession of and title to any property or rights of KLINK, or otherwise carry out the purposes of this Agreement, including execution and delivery of all deeds, assurances, assignments or other instruments. KLINK ORANGE COVE CITRUS's Revolving Funds will be generated based on the policies of KLINK ORANGE COVE CITRUS's Board of Directors and shall be revolved on a timeline established by the Board of Directors.

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ARTICLE 3. BASIS OF CONVERTING MEMBERSHIPS

3.01. **Conversion of Memberships.** By virtue of the merger and without any action by any member, upon the Effective Date each membership of KLINK existing immediately prior to the Effective Date shall be converted into and become a membership in KLINK ORANGE COVE CITRUS and shall be subject to the Articles of Incorporation and Bylaws of KLINK ORANGE COVE CITRUS, including all the amendments as provided in this Agreement and/or as may be later adopted.

3.02 **Membership Agreements.** On and after the Effective Date, all of KLINK's outstanding membership agreements shall be converted to and deemed Membership Agreements in KLINK ORANGE COVE CITRUS , and KLINK hereby assigns all such Membership Agreements to KLINK ORANGE COVE CITRUS on the Effective Date. As of the Effective Date the former members of KLINK shall be entitled to exercise all voting and other rights, represented by membership in KLINK ORANGE COVE CITRUS and subject to all of the terms and conditions of the Articles of Incorporation and Bylaws of KLINK ORANGE COVE CITRUS , including the amendments thereto as provided for in this Agreement.

ARTICLE 4. [RESERVED]

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ARTICLE 5. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

5.01 **Amended and Re-Stated Articles of Incorporation.** The Articles of Incorporation of KLINK ORANGE COVE CITRUS are amended and restated on the Effective Date, or such other date as is appropriate therefore, as set forth in Exhibit A attached hereto, and their contents are incorporated into this paragraph 5.01 as though fully set forth herein.

5.02 **Amended Bylaws.** The Bylaws of KLINK ORANGE COVE CITRUS shall be in the form attached hereto as Exhibit B, effective on the Effective Date, and their contents are incorporated into this paragraph 5.02 as though fully set forth herein. The Amended Bylaws (attached as Exhibit "B" to the original Agreement of Merger and Reorganization) have been redacted and are not included in this filing.

ARTICLE 6. GENERAL TERMS AND CONDITIONS

6.01 **Effective Date of Merger.** Provided this Agreement is not abandoned, and all conditions precedent are satisfied, the Effective Date of merger shall be the date upon which a copy of this Agreement of Merger and Reorganization with an officers' certificate of each constituent corporation attached is filed with the California Secretary of State as provided in Section 1103 of the California Corporations Code.

6.02 **Abandonment.** At any time prior to the Effective Date, this merger may be abandoned without further obligation or liability by action of the Board of Directors of either of Klink or OC-SCA; provided, however, if the members of the Constituent Corporations fail to approve the plan of merger set forth in this Agreement, this merger shall be deemed abandoned upon certification and notification by the Board of Directors of the respective Constituent Corporation, or by the Boards of Directors of both Constituent Corporations, as the case may be, in the event that the members casting ballots of either or both Constituent Corporations shall so fail to approve.

6.03 **Notices and Approvals.** By executing this Agreement, each Constituent Corporation represents and warrants to the other that their respective Boards of Directors have approved and are recommending to their members the approval of the merger and the execution of this Agreement. The consummation of the merger is subject to the approval by affirmative vote of a majority of the voting power of the members of each of the Constituent Corporations. Prior to the Effective Date, notice shall be given, and approval or consent sought, whether or not required, of lenders or creditors of each of the Constituent Corporations. This consent shall be required as a condition to completion of the merger.

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6.04 **Representations and Warranties re Property, Plant and Equipment and Audit Reports.** KLINK and OC-SCA have exchanged copies of their respective Audit Reports, OC-SCA's dated October 31, 2022, prepared by Stafford and Landy, Certified Public Accountant, and KLINK's dated October 31, 2022 prepared Moss Adams, Certified Public Accountant. KLINK and OC-SCA each represent and warrant to each other that as of the date hereof and as the Effective Date, they each own their respective property, plant and equipment as referred to in said Audit Reports and Interim Financials, free to the best of each party's knowledge from liens and claims not disclosed therein, and that to the best of each party's knowledge (i) the said Audit Reports and Interim Financials, including the Notes to Financial Statements and other disclosures, do accurately reflect the financial position of the respective Constituent Corporation, and (ii) the respective Constituent Corporation shall have no liabilities, contingent or otherwise, other than as set forth in the Audit Reports and Interim Financials or incurred in the ordinary course of business since the date of the respective Audit Reports.

6.05 **Lawsuits Arising.** Should KLINK ORANGE COVE CITRUS be subjected to claims or lawsuits relating to periods prior to the Effective Date of this merger, any costs or fees or damages ("Costs") incurred are first to be charged against undistributed Revolving Funds that were retained prior to the merger by the Constituent Corporation whose operations gave rise to the claim; either OC-SCA or KLINK ("Pre-Merger Revolving Fund Credits"). Costs are to be charged first against the oldest undistributed Pre-Merger Revolving Fund Credits. Once all Pre-Merger Revolving Fund Credits have been distributed or charged against losses, all remaining Costs are to be charged against the other capital reserves and assets of KLINK ORANGE COVE CITRUS as otherwise provided in its bylaws. Nothing herein shall be construed to require KLINK ORANGE COVE CITRUS to suspend the distribution of Pre-Merger Revolving Fund Credits in the normal course of business upon its receiving notice that a pre-merger claim has been asserted or filed by a claimant.

6.06 **Amendment.** The terms, covenants, and conditions of this Agreement may not be altered, changed, or modified except by a writing signed by both parties hereto.

6.07 **Assignment.** No party to this Agreement shall assign all or any part of this Agreement, or any interest therein, or delegate all or any part of its obligations under this Agreement without the prior written consent of the other party to this Agreement which consent may be withheld at the sole discretion of such other party.

6.08 **Attorneys' Fees: Costs.** Notwithstanding any provision herein to the contrary, in the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such

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action or proceeding (including any related appellate proceeding) shall be entitled to recover his court costs and out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc. and attorney fees to be fixed by the court. The court shall determine who is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment. If either party is reasonably required to incur such out-of-pocket expenses and attorney fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such out-of-pocket expenses and attorney fees whether or not an action is filed.

6.09 **Authority of Parties.** The execution and delivery by each party of this Agreement, and any other agreements or instruments required by this Agreement, the consummation of the transaction and contracts required or contemplated by this Agreement, and the performance by each party of its obligations in connections with this Agreement and said instruments and contracts: (i) have been each duly authorized by all necessary board of directors member action; ii) will be submitted to approval by the parties' membership prior to the Effective Date, (ii) to the best of each party's knowledge, after appropriate investigation and inquiry, require no registration with or approvals of any person not heretofore obtained; and (iii) to the best of each party's knowledge after appropriate investigation and inquiry, do not violate, contravene or conflict with any applicable law, order or regulation of any court or governmental authority, official or agency, or any contract, indenture or other instrument to which that party is a party or by which it or any of its properties relevant to the subject matter hereof may be bound.

6.10 **Binding Effect.** Each of the terms of this Agreement is binding upon the parties affected thereby and their respective successors, transferees, assigns, executors, administrators, representatives (including principals, agents, officers, directors, and employees) and beneficiaries.

6.11 **Cooperation: Further Assurances.** The parties hereto shall take such actions, or execute, acknowledge and deliver, or obtain the execution, acknowledgement and delivery of such further documents, as are reasonably necessary, appropriate or desirable to give effect to the terms of this Agreement, including the recordation of this Agreement or memorandum thereof or any such further document and to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement. The Agreement may be signed by electronic signature or by handwritten signature. Each shall be deemed an original signature. A copy of the signed Agreement may be admitted into evidence in lieu of original.

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6.12 **Counterparts**. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, and all of which together shall constitute but one and the same instrument.

6.13 **Effect of Headings**. The subject headings of the Paragraphs of this Agreement are included for purposes of convenience only and shall not affect the meaning or the construction or interpretation of any of the provisions hereof.

6.14 **Entire Agreement**. This Agreement constitutes the sole and only agreement among the parties hereto respecting the subject matters hereof and correctly sets forth the parties' obligations to each other as of the date hereof. Any prior agreements or representations respecting the same or the duties of KLINK and OC-SCA in relation thereto not expressly set forth herein are null and void.

6.15 **Exhibits**. All exhibits attached to this Agreement and referred to above are incorporated herein by this reference as if set forth in full herein. Said exhibits consist of the following identified exhibits:

- (a) Exhibit "A" Amended and Restated Articles of Incorporation;
- (b) Exhibit "B" Bylaws of KLINK ORANGE COVE CITRUS
- (c) Exhibit "C" KLINK's officers' certificate (to be filed in the form and in the manner required by Corporations Code § 1103).
- (d) Exhibit "D" OC-SCA's officers' certificate (to be filed in the form and in the manner required by Corporations Code § 1103).

6.16 **Expenses**. All expenses, including attorneys' fees, of the transactions contemplated by this Agreement shall be borne equally by Klink and OC-SCA, or as otherwise may be agreed by the parties.

6.17 **Gender and Number**. Whenever the context of this Agreement so requires in interpreting this Agreement, the pronouns "he," "she" and "it" are deemed to refer to either or both sexes and to natural persons and the business entities (all of which are sometimes referred to as "persons") equally, depending upon the context.

6.18 **Governing Law**. This Agreement shall be controlled by, and is to be construed under the laws of the State of California without reference to its choice of law rules. The parties acknowledge that this Agreement was entered into and is to be performed within the State of California.

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6.19 **No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors and assigns, and their respective members who become members of KLINK ORANGE COVE CITRUS on the Effective Date. No other person shall be a direct or indirect beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.

6.20 **Notices.** All notices and other communications required under this Agreement shall be in writing, and shall be deemed to have been duly given on the date of service, if served personally on the agent for receipt of notice for the party to whom notice is to be given, or on the third (3rd) day after mailing, if mailed to the agent for receipt of notice for the party to whom notice is to be given by first class mail, postage prepaid, and properly addressed as set forth in this paragraph or that such other address as any party by like notice shall designate to the other party in writing. Notwithstanding the methods of notice specified in this paragraph, the parties may also give notice by use of facsimile transmission and/or electronic mail, provided such notice is within one day thereafter personally delivered or mailed to the agent for receipt of notice. The agents for receipt of notice are as follows:

IF TO KLINK:

IF TO OC-SCA

Steve Paregien, Secretary
KLINK CITRUS ASSOCIATION
P.O. Box 188
Ivanhoe, CA 93235
PHONE: (559) 798-1881

Peter A. Lassotovich
ORANGE COVE-SANGER
CITRUS ASSOCIATION
180 South Ave.
Orange Cove, CA 936646
PHONE: (559) 626-4453

6.21 **Preparation and Construction of Agreement.** Klink and OC-SCA expressly acknowledge that this Agreement was prepared by separate independent counsel for KLINK and OC-SCA and in recognition of the preparation of this Agreement for Klink and OC-SCA, the parties agree they each are estopped to contend other than that this Agreement shall be construed fairly and evenly, and not strictly for or against either party, and without regard to which party caused the Agreement or any provision thereof to be drafted.

6.22 **Severability.** The provisions of this Agreement shall be deemed to be independent and several in that the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or the enforceability of any other provision hereof, and this Agreement shall be construed as if such unenforceable provision had not been contained herein. As used herein, the term "unenforceable" is used in its broadest and most comprehensive sense and includes the concepts void and voidable.

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6.23 **Status of Entities.**

(a) KLINK is not a natural person. KLINK represents and warrants that it is duly organized and validly exists in good standing under the laws of the State of California and is duly qualified to transact business in each jurisdiction in which the character of its properties or the nature of the activities conducted by it makes such qualification necessary. KLINK further represents that it has full power, authority and right to enter into, execute, deliver, perform and be bound by this Agreement and each of the other agreements and instruments required by this Agreement, to own property and to carry on its business as it is now being conducted, and has complied with all applicable laws and regulations of governmental agencies, officials or authorities, has obtained all necessary permits, licenses and approvals necessary and appropriate to proceed with the conduct of its business in accordance with the requirements of this Agreement and has followed all necessary, proper and appropriate procedures in procuring such permits, licenses and approvals and has fully complied with all SunKist Growers Inc. requirements.

(b) OC-SCA is not a natural person. OC-SCA represents and warrants that it is duly organized and validly exists in good standing under the laws of the State of California and is duly qualified to transact business in each jurisdiction in which the character of its properties or the nature of the activities conducted by it makes such qualification necessary. OC-SCA further represents that it has full power, authority and right to enter into, execute, deliver, perform and be bound by this Agreement and each of the other agreements and instruments required by this Agreement, to own property and to carry on its business as it is now being conducted, and has complied with all applicable laws and regulations of governmental agencies, officials or authorities, has obtained all necessary permits, licenses and approvals necessary and appropriate to proceed with the conduct of its business in accordance with the requirements of this Agreement and has followed all necessary, proper and appropriate procedures in procuring such permits, licenses and approvals and has fully complied with all SunKist Growers Inc. requirements.

6.24 **Waiver.** Waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver, or a waiver of any other breach, of the same or any other provision of this Agreement.

6.25 **Filing of Certificate of Merger.** Upon closing of the merger, the Certificates of Merger in the forms attached as Exhibits "C" and "D" hereto shall be duly filed with the California Secretary of State.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Klink Citrus Association, a
California non-profit agricultural
marketing association

Orange Cove-Sanger Citrus
Association, a California non-profit
marketing association

By: Robert L. Felts
Robert L. Felts
Chair Board of Directors

By: Lee C. Bailey
Lee C. Bailey
President Board of Directors

By: Steve Paregien
Steve Paregien, Secretary

By: Peter A. Lassotovich
Peter A. Lassotovich, Secretary

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EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION
KLINK ORANGE COVE CITRUS

AMENDED AND RESTATED ARTICLES OF INCORPORATION
KLINK ORANGE COVE CITRUS

FIRST: The name of this corporation (hereinafter referred to as "Association") is:

KLINK ORANGE COVE CITRUS

SECOND: The primary purpose for which Association is formed is to pack and market the fruit produced or delivered to Association by its members, returning to them the net proceeds realized therefrom. The second purpose shall be to render assistance to members in connection with harvesting their fruit and with the purchase, hire, or use by the members of such fruit, or in connection with its production or with financing its production.

In carrying out said purposes, Association shall have every power, privilege, right, and immunity now or hereafter authorized or permitted by law to a corporation organized or existing pursuant to the provisions of Chapter 1 of Division 20 of the Food and Agricultural Code of the State of California and amendments thereto and substitutions therefor and continuances thereof. Nothing herein contained shall be deemed to limit the right or power of the Association to do any lawful act that the board of directors shall determine.

THIRD: The principal office for the transaction of business of Association is located in the County of Fresno, State of California.

FOURTH: The number of directors shall be not less than seven (7) and not more than eleven (11).

FIFTH: The Association is the consolidated association resulting from that certain written Agreement of Merger and Reorganization entered into effective as of July 1, 2023, by and between Klink Citrus Association a California non-profit co-operative marketing association organized under Chapter 1 of Division 20 of the California Food & Agricultural Code ("Klink"), and Orange Cove-Sanger Citrus, a California non-profit co-operative marketing association organized under Chapter 1 of Division 20 of the California Food & Agricultural Code ("OC-SCA").

SIXTH: To provide funds for corporate purposes of Association, revolving funds and other allocated and unallocated reserves may be established. Such revolving fund, allocated, or unallocated reserve credits shall not be deemed to evidence, create or establish any present property rights or interests, as such terms are herein used, but such credits shall be deemed to evidence an indebtedness of Association payable only as provided in the by-laws. In the event the membership of any member shall terminate for any reason whatsoever, such member shall not thereupon become entitled to demand or receive any interest in the property and assets of Association as herein defined, but shall be entitled only to receive payment of his or her revolving fund credits and his interest, if any, in other allocated reserves as and when same would have been paid had he remained a member.

SEVENTH: Association is a membership corporation, without shares of capital stock. The voting power and property rights and interests of members shall be as follows:

(1) Voting Power - The voting power of members shall be unequal. The general rule or rules which are applicable to all members by which the voting power of each member may be determined and fixed are that each member shall be entitled to one vote by virtue of his or her membership, and each member shall have additional vote or votes, as the case may be, determined according to the following schedule:

There shall be calculated the number of field cartons of Citrus Fruit delivered to Association by each member according to such uniform rules for calculating field cartons as the Board of directors may adopt from time-to-time for the last completed fiscal year, and

- a. for the delivery of field cartons of Citrus Fruit from 10,000 cartons to 20,000 cartons, the member so delivering shall have one additional vote;
- b. for the delivery of field cartons of Citrus Fruit from 20,001 to 30,000 cartons, the member shall have two additional votes;
- c. for the delivery of field cartons of Citrus Fruit from 30,001 to 40,000, the member shall have three additional votes;
- d. for the delivery of field cartons of Citrus Fruit over 40,0001 cartons, the member shall have four additional votes.

No member shall be entitled, in any event, to more than four additional votes.

(2) Property Rights - The property rights and interests of the members shall be unequal. The property rights and interests of members at any time shall be such part of the entire property rights and interests as the amount of revolving fund credits standing upon the books of Association in the name of each member at that time bears to the total of such credits on said books at such time.

In the event of dissolution or liquidation, any residue that may remain after payment in full of all indebtedness, including that evidenced by revolving fund credits and other allocated reserves, shall be distributed on a patronage basis to all patrons, both members and nonmembers alike, on the basis of their respective patronage contributions as shown on the books and records of the Association insofar as practicable.

In the event Association shall at any time determine to transfer the property and assets of Association to a successor association of Association, then the transfer of said property and assets by Association to such successor association shall not be considered a dissolution or liquidation within the meaning of the foregoing paragraph. Such association shall be in substance a farmer's non-profit cooperative marketing association formed or recognized for such

purpose. Such successor association shall be formed by consolidation or be the survivor of a merger. Property rights and interests of the members of Association shall be recognized and preserved in an equitable manner in such successor association.

EIGHTH: The Association shall not pay dividends on stock or membership capital in excess of 8 per centum per annum.

NINTH: Association shall have perpetual existence.

TENTH: That the liability of the directors of this Association for monetary damages shall be eliminated to the fullest extent permissible under California law.

ELEVENTH: This Association is authorized to provide indemnification of agents (as defined in section 317 of the Corporations Code) for breach of duty to the Association and its members through by-law provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in section 204 of the Corporations Code.

EXHIBIT B

AMENDED AND RESTATED BY-LAWS EFFECTIVE JULY 1, 2023
(NOT INCLUDED IN PUBLIC DOCUMENT)

B1905-2021 07/10/2023 5:00 PM Received by California Secretary of State

EXHIBIT C

OFFICERS' CERTIFICATE OF MERGER FOR KLINK CITRUS
ASSOCIATION

OFFICERS' CERTIFICATE OF MERGER FOR KLINK CITRUS ASSOCIATION

We, the undersigned, do certify:

1. We are, and at all times herein mentioned were, the duly elected Chair of the Board of Directors and Secretary of Klink Citrus Association, a California non-profit co-operative marketing association organized and existing under Chapter 1 of Division 20 of the California Food & Agricultural Code (the "Association").

2. On or about MAY 30 2023 the principal terms of the Agreement of Merger and Reorganization in the form attached were approved by the Association by a vote of a number of members that equaled or exceeded the vote required under section 54180 of the California Food & Agricultural Code and the applicable provisions of the General Corporation Law of California including, without limitation, California Corporations Code 1201(a) for approval of the principal terms of the merger described in the attached agreement by the outstanding shares of each class of the Association.

3. The voting power of the Association is held by its members as a single class. Each member has a single, equal vote. The total number of members entitled to vote on the merger was 90.

4. The percentage vote required to approve the merger was 50% + 1 (California Corporations Code §§ 1201(a) and 152). The total affirmative votes cast were 59. The percentage vote obtained was, therefore, the affirmative vote of 65.5 % of the Association's voting power.

We declare under penalty of perjury pursuant to the Laws of the State of California that the foregoing matters stated in this certificate are true to our knowledge. Executed at FERRIS, Tulare County, California on JUNE 15, 2023.

Robert L. Felts
Robert L. Felts, Chair

Steve Paregien
Steve Paregien, Secretary

EXHIBIT C

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EXHIBIT D

OFFICERS' CERTIFICATE OF MERGER FOR ORANGE COVE-
SANGER CITRUS ASSOCIATION

TRADEMARK

REEL: 008206 FRAME: 0053

OFFICERS' CERTIFICATE OF MERGER FOR ORANGE COVE-SANGER CITRUS ASSOCIATION

We, the undersigned, do certify:

1. We are, and at all times herein mentioned were, the duly elected Chair of the Board of Directors and Secretary of Orange Cove-Sanger Citrus Association, a California non-profit co-operative marketing association organized and existing under Chapter 1 of Division 20 of the California Food & Agricultural Code (the "Association").

2. On or about May 25, 2023 the principal terms of the Agreement of Merger and Reorganization in the form attached were approved by the Association by a vote of a number of members that that equaled or exceeded the vote required under section 54180 of the California Food & Agricultural Code and the applicable provisions of the General Corporation Law of California including, without limitation, California Corporations Code 1201(a) for approval of the principal terms of the merger described in the attached agreement by the outstanding shares of each class of the Association.

3. The voting power of the Association is held by its members is unequal. According to of Orange Cove-Sanger Citrus Association's By-Laws:

"ARTICLE III

Voting Rights 3.1 Voting Power

The voting power of members shall be unequal. Each member shall be entitled to one vote by virtue of his membership, and each member shall have additional vote or votes, as the case may be, determined according to the following schedule: There shall be calculated the number of field cartons of citrus delivered to Association by each member for the last completed fiscal year, and for the delivery of field cartons of citrus from

10,000 cartons to 20,000 cartons, the member so delivering shall have one additional vote;

For the delivery of field cartons of citrus from 20,001 to 30,000 cartons, the member shall have two additional votes;

For delivery of field cartons of citrus from 30,001 to 40,000, the member shall have three additional votes;

For delivery of field cartons of citrus over 40,001 cartons, the member shall have four additional votes.

No member shall be entitled, in any event, to more than four additional votes. (Amended January 2003)."

The total number of members entitled to vote on the merger was 40. Total votes available was 97.

4. The percentage vote required to approve the merger was 50% + 1 (California Corporations Code §§ 1201(a) and 152). The total affirmative votes cast were 66. The percentage vote obtained was, therefore, the affirmative vote of 68 % of the Association's voting power.

We declare under penalty of perjury pursuant to the Laws of the State of California that the foregoing matters stated in this certificate are true to our knowledge. Executed at Orange Cove, Fresno County, California on June 1st, 2023.

Lee C Bailey

Lee C. Bailey, Chair

Peter A Lassotovitch

Peter A. Lassotovitch, Secretary