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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $48.00

REPORT OF DISSOLUTION

FARMERS COOPERATIVE ASSOCIATION
WINTERSET, IOWA

Pursuant the laws of the State of Iowa, the undersigned Trustees of the above-named cooperative association submit this report of dissolution of Farmers Cooperative Association, Winterset, Iowa.

ARTICLE I

AUTHORITY

At a Special Meeting of the membership of Farmers Cooperative Association, Winterset, Iowa, on September 16, 1983, the following question was duly submitted to the membership for vote:

> Shall the contract between Farmers Cooperative Elevator Company, Waukee, Iowa, and Farmers Cooperative Association, Winterset, Iowa, for the purchase by Farmers Cooperative Elevator Company, Waukee, Iowa, of all of the assets and assumption of the liabilities of Farmers Cooperative Association, Winterset, Iowa, be approved, subject to a favorable vote for the dissolution of Farmers Cooperative Association, Winterset, Iowa?

The following is the tabulation of votes thereon:

Total number of members entitled to vote was	251
Total number of members present at meeting or represented by mailed ballots and having voting priviliges was	164
Spoiled Ballots	2
Total number of members voting "YES" was	157
Total number of members voting "NO" was	5

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If the first question herein carries, shall Farmers Cooperative Association, Winterset, Iowa, be dissolved following the execution and performance of the contract for the purchase and sale of assets of Farmers Cooperative Association, Winterset, Iowa, to Farmers Cooperative Elevator Company, Waukee, Iowa, (a copy of said contract having been mailed to each voting stock-holder); provided that Farmers Cooperative Elevator Company, Waukee, Iowa, does not disavow said contract.

Total number of members entitled to vote was	251
Total number of members present at meeting or represented by mailed ballots and having voting privileges was	164
Spoiled Ballots	2
Total number of members voting "YES" was	157
Total number of members voting "NO" was	5

Three Trustees were elected to replace the officers and directors of the corporation and wind up its affairs. The following named persons were the elected Trustees of this corporation:

Bob W. Gibson

John Spera

Marvin Groth

That the above-named Trustees were instructed to wind up this association's affairs prior to November 1, 1983.

ARTICLE II

SURRENDER AND CANCELLATION OF GRAIN DEALER LICENSE AND WAREHOUSE LICENSE

The Trustees of Farmers Cooperative Association, Winterset, Iowa, surrendered for cancellation Grain Dealer License #GD-1194 and Warehouse License #W-1235. The same were cancelled and all outstanding warehouse receipts were tendered to the commission for cancellation.

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ARTICLE III

DISPOSITION OF ASSETS

By Agreement dated the 19th day of September, 1983, a copy of which is marked Exhibit "A", attached hereto, and by this reference made a part hereof as though fully set out herein, Farmers Cooperative Elevator Company, Waukee, Iowa, purchased the assets of Farmers Cooperative Association, Winterset, Iowa.

That attached hereto, marked Exhibit "B", and by this reference made a part hereof as though fully set out herein is a copy of the Declaration of Trust executed by the Trustees herein authorizing Farmers Cooperative Elevator Company, Waukee, Iowa, to act as Trustee and to manage and distribute certain investments in other organizations as they are received.

That attached hereto, marked Exhibit "C", and by this reference made a part hereof as though fully set out herein, is a statement of the receipts and disbursements of Farmers Cooperative Association of Winterset, Iowa, to date showing a complete disbursement of assets.

That pursuant Section 499.48, Code of Iowa, as amended, the assets of Farmers Cooperative Association of Winterset, Iowa, were used as therein provided in accordance with said statutory provisions and the contract authorized by the membership of said association; and there remained no other assets for distribution.

That all creditors have been paid or the payment of such creditors has been arranged for by Farmers Cooperative Elevator Company of Waukee, Iowa, pursuant the terms of its contract with Farmers Cooperative Association, Winterset, Iowa, (Exhibit "A" hereof).

ARTICLE IV

FILING REPORT OF DISSOLUTION

That with this filing of the Report of Dissolution of Farmers Cooperative Association of Winterset, Iowa, with the Secretary of State of Iowa and the Recorder of Madison County, Iowa, there remains nothing further for

the Trustees of said association to do, and said association is hereby dissolved.

Dated this 15th day of Nov., 1983.

Bob W. Gibson

John Spera

Marvin Groth

STATE OF IOWA

ss:

MADISON COUNTY

On this 15th day of Nov, 1983, before me a Notary Public in and for the State of Iowa, personally appeared Bob W. Gibson, John Spera and Marvin Groth, to me personally known, who being by me duly sworn did say that they are the Trustees in the above entitled Cooperative Association, that said instrument was signed on behalf of said corporation and as such Trustees acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit "A"

CONTRACT FOR PURCHASE AND SALE OF ASSETS

This Agreement is made this 19 day of Sept, 1983, 1983, by and between Farmers Cooperative Elevator Company, Waukee, Iowa, a cooperative association incorporated under the laws of the State of Iowa and having its principal place of business in Waukee, Iowa, hereinafter referred to as Buyer, and Farmers Cooperative Association, Winterset, Iowa, a cooperative association incorporated under the laws of the State of Iowa and having its principal place of business in Winterset, Iowa, hereinafter referred to as Seller.

Buyer hereby agrees to buy all of the assets and assume all of the liabilities of the Seller, except as expressly set out herein, on the terms and conditions set out herein; and the parties, in consideration of the mutual covenants and agreements hereinafter contained, agree as follows:

1. Fixed assets and current assets of the Seller will be valued at book value as of the effective date of the purchase, except the following:

a. Accounts receivable up to and including 89 days old shall be valued at 100%; accounts receivable 90 to and including 179 days shall be valued at 70%; and accounts 180 days and older shall be given no value, provided, however, that if a judgment has been obtained or if a Note is given by the debtor for said account prior to the effective date of purchase, such Note shall be assigned to the Trustees of the trust provided in ¶3d hereof to be distributed to the members of the Seller pro rata upon payment. Bin accounts shall be credited to the Seller at their full value.

b. Inventory of the Seller shall be made and valued at the lower of cost or market on a first in, first out basis according to certified audit as of effective date of purchase, subject to review by management. Any disagreement regarding valuation shall be resolved by crediting the Seller with the actual sale price of the disputed item. Grain will be measured by Gardiner & Co., P.C. and one other measurer to be selected by agreement of the managers of the Buyer and Seller. In the event of an unresolved disagreement as to the quality or inventory of grain, then both measurers shall chose a third measurer whose opinion will be final unless an error in such opinion can be demonstrated.

2. Buyer will assume all current liabilities and long term debt of the Seller as of the effective date of purchase.

3. Equities in other organizations will be redeemed or assigned as follows:

a. Common Stock held by the Seller in American Grain & Related Industries (a farmer-owned cooperative, West Des Moines) shall be surrendered and the proceeds assigned to the Buyer.

b. Common Stock held by the Seller in Boone Valley Cooperative Processing Association, Eagle Grove, Iowa, shall be surrendered and the proceeds assigned to the Buyer.

c. All stock and equities of the Seller in Omaha Bank for Cooperatives, Omaha, Nebraska, to the

extent necessary, when added to the proceeds from the Common Stock listed in subparagraphs a and b of this paragraph equal the difference between current assets and current liabilities of the Seller. If such Common Stock and equities listed in subparagraphs a, b, and c of this paragraph are not sufficient to equal the difference between current assets and current liabilities of the Seller, then so much of the equities of the Seller in other organizations, as they are first paid, shall be assigned to the Buyer to equal such difference.

d. All equities of the Seller in other organizations not assigned or transferred to the Buyer as provided in subparagraphs a, b and c hereof, shall be assigned by the Trustees in liquidation to the Buyer to be held as Trustee to be paid over and distributed to the members of the Seller as provided in the next subparagraph of this Agreement.

e. Seller shall, at the effective date of purchase, deliver to the Buyer a list of its members who hold equity in the Seller in the form of Common Stock, Subscriptions for Stock, or Preferred Stock. Buyer, as Trustee under the trust established in subparagraph d of the preceeding paragraph of this Agreement, agrees to pay over and distribute all monies received by said trust to said members pro rata in accordance with the preferences and liquidation provided for in Chapter 499, Code of Iowa as amended provided, however, in the event that a member of the Seller dies before receiving distribution under the provisions

of this paragraph, the Estate shall then be reimbursed from the funds created under the provisions of subparagraph d of paragraph 3 hereof as such funds are distributed from other organizations, prior to other distributions from the trust, except as previously provided herein.

f. Should a member of the Seller desire to become a member of the Buyer, such member may request an assignment to the Buyer of its equity in the trust represented by such member's Class A or Class B Common Stock; and the Buyer will credit such member on the subscription for a share of Class A Common Stock or Class B Common Stock for which such member may be qualified, in an amount equal to such members equity in the trust resulting from the ownership of either Class A Common Stock or Class B Common Stock in the Seller.

g. Subject to the foregoing, distributions from the trust shall be made no less frequently than annually unless the amount of available for distribution is less than $10,000.

4. The expenses incurred in the formulation and completion of the performance of this contract will be paid by Buyer, unless the contract is not ratified by either Buyer or Seller, in which case the Buyer and Seller shall share the expenses equally.

5. The management personnel of Buyer will review with the management personnel of Seller their operations and financial data prior to the membership vote on the approval of this contract.

6. Seller warrants that it holds, good and merchantable legal title to the real estate included in the assets

of the Seller and made a part of this sale, subject to existing mortgages or encumbrances of which the Buyer has been notified by the Seller in writing. Seller will furnish to the Buyer abstracts of title brought to date showing good and merchantable title to the above described real estate to be in the Seller. Seller will do all things necessary to transfer legal title to the above described real estate to the Buyer.

7. Seller hereby represents and warrants to the Buyer as follows:

a. Seller warrants and represents that it has title to all of the assets which are the subject of this agreement and that it has the right to sell said assets.

b. Seller has no presently existing contract or commitment extending beyond the effective date of purchase except commitments of which the Seller has advised the Buyer in writing.

c. Seller represents and warrants that there is no litigation in process or threatened against the Seller, and that there is no claim known to the Seller upon which liability could be based other than those claims which have been made known in writing to the Buyer.

d. Seller warrants and agrees that pending the closing of this agreement no contract or commitment shall be entered into by or on behalf of the Seller extending beyond the effective date of purchase except such commitments as are normally made by the Seller in the ordinary course of its business.

8. Buyer hereby agrees to take all of the assets purchased hereunder as is.

9. All contracts of the Seller, including grain contracts, will be honored by the Buyer, the liabilities thereon assumed by the Buyer, and the benefits thereof retained by the Buyer.

10. Buyer hereby waives compliance by Seller with the provisions of the Bulk Sales Law of the State of Iowa and Buyer acknowledges full possession and full responsibility for the assets of the business of the Seller upon the closing of this contract. Buyer hereby agrees to indemnify and hold Seller harmless from any liability for debts assumed by the Buyer in connection with the transfer of Seller's assets to the Buyer.

11. Seller will arrange for the termination or transfer to Buyer of all licenses and permits held by the Seller.

12. The Board of Directors of the Seller hereby agree to submit this contract to a vote of the membership along with the question of the dissolution of the Seller corporation. It is understood and agreed that the question will be submitted to a vote of the Seller's membership on the basis that if this contract is approved and if the membership votes for the dissolution of the Seller corporation, the trustees of the Seller will proceed with the performance of this contract. If the membership of the Seller votes not to dissolve the Seller corporation, the terms of this contract shall be null and void. Buyer shall have 10 days following an affirmative vote by the Seller's membership on this contract and the dissolution of its corporation in which to disavow this contract without liability except for costs as hereinabove provided. Unless the

Buyer disavows this contract within said 10 day period, the Buyer shall be bound to all of the terms and provisions hereof.

13. It is agreed that the three Trustees in dissolution of the Seller, shall attend the meetings of the Board of Directors of the Buyer and serve as an advisory committee thereto until the 1984 annual meeting of the Buyer.

14. It is of mutual benefit to the members of the Buyer and the Seller to have cooperative facilities in the trade area of the Seller and to serve all of the member patrons of the Seller. It will be the goal of the Buyer, therefore, to accomplish board representation of persons in the Winterset trade area becoming members of the Buyer.

15. Buyer hereby agrees that in addition to the costs of the performance of this contract, the costs of the dissolution of the Seller corporation including liability insurance for the Trustees in dissolution shall be paid by the Buyer.

16. The effective date of purchase under the terms of this contract shall be the 17th day of September, 1983.

17. Possession of the assets of the Seller by the Buyer shall be on the effective date of purchase.

18. Following the completion of the performance of this contract the Trustees of Seller elected for the purpose of dissolving the Seller corporation shall furnish to the Buyer a list containing the name and address of each shareholder of the Seller together with the amount of each shareholder's equity. Buyer shall then be designated as trustee for the purpose of collecting and distributing a portion of the equities in other organizations to the

shareholders of the Seller as provided in ¶3d hereof. Seller corporation will then be dissolved as of Nov. 1, 1983.

BUYER:

FARMERS COOPERATIVE ELEVATOR COMPANY, Waukee, Iowa

By: Philip Broderick, President

By: Bruce Kuehl, Secretary

SELLER:

FARMERS COOPERATIVE ASSOCIATION Winterset, Iowa

By: John Spina, President

By: Glenn Mapes, Secretary

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STATE OF IOWA
ss:
COUNTY OF DALLAS

On this 26th day of September, 1983, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Phil Broderick and Bruce Kuehl, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of said corporation, executing the within and foregoing instrument to which this is attached, that the said instrument was signed on behalf of said corporation by authority of its board of directors; and that said Phil Broderick and Bruce Kuehl as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Nancy L. Erdman
Notary Public in and
for the State of Iowa

STATE OF IOWA
ss:
COUNTY OF Madison

On this 16th day of September, 1983, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared John Spera and Dean Mapes, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of said corporation, executing the within and foregoing instrument to which this is attached, that the said instrument was signed on behalf of said corporation by authority of its board of directors; and that said ~~President~~ John Spera and Dean Mapes as such officers acknowledge the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

William L. Dana
Notary Public in and for
the State of Iowa

Exhibit "B"

DECLARATION OF TRUST

NOW on this 2nd day of November, 1983, Bob W. Gibson, John Spera and Marvin Groth, hereinafter referred to as trustees in Dissolution of Farmers Cooperative Association, Winterset, Iowa, hereby designate Farmers Cooperative Elevator Company, Waukee, Iowa, hereinafter referred to as Waukee, to serve as trustee under the provisions of paragraph 18 of Contract for Purchase and Sale of Assets entered into by and between Farmers Cooperative Association, Winterset, Iowa, and Farmers Cooperative Elevator Company, Waukee, Iowa. Farmers Cooperative Association, Winterset, Iowa, hereby agrees to serve as trustee under the following terms and conditions:

1. Trustees in Dissolution hereby grant, bargain, sell and convey to Waukee, as trustee, all of the right, title and interest of Farmers Cooperative Association of Winterset, Iowa, in investments in other organizations. A list of said investments and amounts thereof being attached hereto, marked Exhibit "A", and by this reference made a part hereof as though fully set out herein.

2. Waukee agrees to serve as trustee and to manage and distribute said investments to the former shareholders of Farmers Cooperative Association, Winterset, Iowa, as listed in Exhibit "B", attached hereto and by this reference made a part hereof as though fully set out herein.

3. Trustee hereby agrees to pay over and distribute all monies received by said trust to those persons listed in Exhibit "B" hereof, pro rata, in accordance with the preferences in liquidation provided for in Chapter 499, Code of Iowa, as amended; provided, however, in the event that a member of the Seller dies before receiving distribution under the provisions of this paragraph, the estate shall then be reimbursed from the funds created from distributions from other organizations, prior to other distributions from the trust, all subject to the terms and

conditions of a certain Contract for Purchase and Sale of Assets dated September 19, 1983, between Farmers Cooperative Elevator Company, Waukee, Iowa, and Farmers Cooperative Association, Winterset, Iowa.

4. Distributions from this trust shall be made no less frequently than annually unless the amount of available for distribution is less than $10,000.00.

5. Waukee agrees to use its best effort to fully collect and distribute said funds as they are paid by such other organizations and to account to the beneficiaries of this trust listed in Exhibit "B" hereof therefor.

6. Waukee shall not receive any compensation as such trustee.

7. No bond shall be required of the trustee herein.

8. This trust shall be construed according to the laws of the state of Iowa from time to time existing.

9. This trust is irrevocable, and neither the grantors nor any other person shall have the right to alter, amend, revoke or terminate it.

Trustees in Dissolution of
Farmers Cooperative Association,
Winterset, Iowa

Bob W. Gibson

John Spera

Marvin Groth

Farmers Cooperative
Elevator Company,
Waukee, Iowa

By: Philip Broderick
Philip Broderick
President

By: Bruce Kuehl
Bruce Kuehl,
Secretary

Exhibit "C"

Gardiner & Co., P.C.

Certified Public Accountants

Jay R. Elianon
Daniel Gardiner

Donald N. Pochter
Gerry D. Rankin

November 9, 1983

Mr. Paul Huscher
8450 Hickman Road
Des Moines, Iowa 50322

Re: Farmers Cooperative Association
Winterset, Iowa

Dear Paul:

This letter is to confirm an understanding of Farmers Cooperative Association, Winterset, Iowa. Per the contract, the following assets will be placed in the Trust:

Equities in Other Organizations (List Attached)		$245,400.33
Notes Receivable:	Ernest Miller	7,565.17
	John Cunningham	18,116.60
	Milford Garrison	14,930.63
Judgments:	Ted Craven	1,914.33
	Everett Decker	496.56
	Charles Noonan	4,223.50
	Harry Pettit	32.23
	Frank Rudolf	118.31
	Nancy Spooner	128.08
	Ed Stajcar	954.37
Total Assets Transferred to Trust		$293,880.11

The above assets having been placed in trust for distribution and all other assets having been transferred to Farmers Cooperative Elevator Company, Waukee, Iowa, there remain no assets in the organization. All liabilities of this organization have been assumed by Farmers Cooperative Elevator Company, Waukee, Iowa. A detailed listing of membership stock was given to the Trustees for distribution per the contract. Consequently, there remain no assets, liabilities or members' equity in the Farmers Cooperative Association, Winterset, Iowa.

Very truly yours,

Gardiner & Co., P.C.
GARDINER & CO., P.C.
Certified Public Accountants

DG:nt
Encl.

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