and credited to said members and subscribers; provided, however, that no such earnings shall be allocated to a revolving fund in a given year if the reserve provided for in Section (b) hereof is exhausted, or impaired, until such reserves have been restored. Such credits in the revolving fund are herein referred to as deferred patronage dividends."

Amend Article VII, Section 2, to read as follows: "Section 2. Deferred Patronage Dividends of Subscribers. Deferred patronage dividends of subscribers whose membership stock is not fully paid shall be applied upon the balance due on such membership stock until it is paid in full, provided that subscriptions not fully paid within four years may be canceled and all patronage dividends applied thereon shall revert to the surplus of the association."

Amend Article X, the first paragraph, by striking the first two sentences and inserting, in lieu thereof, the following: "The affairs of the corporation shall be conducted by a board of seven directors, to be elected by the members from their own number each year at the annual meeting as hereinafter provided for. The members of the first board of directors shall hold office until the first annual meeting of the members when their successors shall be elected from amoung the members of the corporation for terms of office as follows: two for one year, two for two years, and three for three years."

Amend Article XI, Section 2, by striking the first sentence and inserting, in lieu thereof, the following: "The annual election of directors by the members shall be held in Earlham, Iowa within 120 days after the close of the fiscal year, the exact date to be selected by the board of directors each year."

Amend Article XV by striking "twenty-five percent" and inserting, in lieu thereof, "ten percent".

BE IT FURTHER RESOLVED that the President and Secretary file and record said amendments and do all other things necessary to put said amendments into full force and effect.

Harry M. Switzer
President Hary M. Switzer
John J. Moreland
Secretary John J. Moreland

STATE OF IOWA MADISON COUNTY ) SS:

BE IT REMEMBERED that on this 24 day of June A.D., 1964, before me a Notary Public in and for said County and State, personally appeared Harry M. Switzer and John J. Moreland President and Secretary respectively for the said Farmers Cooperative Elevator Company, Earlham, Iowa, and each for himself acknowledged the same to be his free act and deed and the free and voluntary act and deed of the said Company, by them voluntarily executed, being duly authorized by the stockholders of said Company.

WITNESS my hand and notarial seal at Earlham and the County of Madison and the State of Iowa, on the day and year last above written.

Janet L. Coffman
(NOTARIAL SEAL) Janet L. Coffman Notary Public

OFFICE OF THE SECRETARY OF STATE DES MOINES, IOWA

This instrument recorded in Book W-20, Page 343 July 1, 1964 Expires Perpetual, Cert. No. 14418 Receipt No. 14418 Filed by Paul D. Wilson Atty, Des Moines, Iowa Filing Fee $1.00 Recording Fee $1.00 Melvin D. Synhorst Secretary of State.

COMPARED

S & G Construction Co. #2246
To
The Public

Fee $3.50 ✓

Filed for record the 23 day of July A. D. 1964 at 10:15 o'clock A. M.
Mary E. Welty, Recorder

ARTICLES OF INCORPORATION OF S & G CONSTRUCTION COMPANY

RECEIVED
1964 JUL 20 AM 7:54
SECRETARY OF STATE IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have formed a body corporate under the laws of the State of Iowa, and to that end have adopted the following Articles of Incorporation.

ARTICLE I

NAME

The name of this corporation shall be S & G CONSTRUCTION COMPANY.

ARTICLE II

STATUTE

This corporation is organized under the provision of Chapter 496A of the 1962 Code of Iowa.

ARTICLE III

DURATION

This corporation shall exist for a period of twenty (20) years commencing with the date of issuance of the Certificate of Incorporation by the Secretary of State.

ARTICLE IV

POWERS

This corporation shall have unlimited power to engage in, and to do any lawful act concerning any or all lawful businesses for which corporations may be organized under Chapter 496A of the 1962 Code of Iowa.

ARTICLE V

CAPITAL STOCK

This corporation shall have authority to issue One Thousand (1,000) Shares of capital stock of one class, each share to have a par value of One Hundred Dollars ($100).

ARTICLE VI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of this corporation shall be located at 210 West Filmore Winterset, Madison County, Iowa and the initial registered agent at such address shall be STANLEY CROFT

ARTICLE VII

INITIAL DIRECTORS

The number of directors of the initial board of directors is four and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and duly qualify are:

| | |
|---|---|
| Stanley Croft, | 210 West Filmore, Winterset, Iowa; |
| Eugene E. Croft, | 1109 30th Street, Perry, Iowa; |
| Catherine A. Croft, | 210 West Filmore, Winterset, Iowa; |
| Barbara Croft, | 1109 30th Street, Perry, Iowa. |

ARTICLE VIII

INCORPORATORS

The incorporators of this corporation are as follows:

| | |
|---|---|
| Stanley Croft, | 210 West Filmore, Winterset, Iowa; |
| Eugene E. Croft, | 1109 30th Street, Perry, Iowa; |
| Catherine A. Croft, | 210 West Filmore, Winterset, Iowa; |
| Barbara Croft, | 1109 30th Street, Perry, Iowa. |

IN WITNESS WHEREOF, we have signed and executed these Articles of Incorporation by the terms of which we agree to be bound, this 16th day of July, 1964.

| | |
|---|---|
| Stanley Croft | Eugene E. Croft |
| Stanley Croft | Eugene E. Croft |
| Catherine A. Croft | Barbara Croft |
| Catherine A. Croft | Barbara Croft |

STATE OF IOWA MADISON COUNTY ) SS.

Now on this 16th day of July, 1964, before me, Lewis H. Jordan, a Notary Public in and for Madison County, State of Iowa, personally appeared Stanley Croft, Eugene E. Croft, Catherine A. Croft and Barbara Croft, to me personally known, who by me being duly sworn, did say that they are the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged that they executed the same as their voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above stated.

(NOTARIAL SEAL)

Lewis H. Jordan Notary Public
in and for Madison County, Iowa.

OFFICE OF THE SECRETARY OF STATE DES MOINES, IOWA

This instrument recorded in Book X-20, Page 8, July 20, 1964 Expires July 20, 1984, Cert. No. 27906, Receipt No. 27906 Filed by Webster, Frederick & Jordan, Atty. Winterset Iowa Filing Fee $20.00 Recording Fee $1.50

COMPARED

Melvin D. Synhorst Secretary of State

Lois May DeBok
To
Kenneth L. Spera

#2249
Fee $2.50 ✓

Filed for record the 23 day of July A. D. 1964 at 1:45 o'clock P.M.
Mary E. Welty, Recorder

ANTENUPTIAL CONTRACT

This contract, made on the 19th day of July, 1963, by and between Lois May DeBok, of Madison County, Iowa, party of the first part, and Kenneth L. Spera, of Madison County, Iowa, party of the second part, witnesseth:

WHEREAS, said Lois May DeBok and Kenneth L. Spera contemplate marriage with each other, and are desirous of adjusting property rights between them, and each of said parties owns property at this time.

NOW, THEREFORE, said Lois May DeBok and Kenneth L. Spera do now and hereby make and enter into this antenuptial contract, binding themselves, their heirs, legatees and devisees, legal representatives, executors and administrators, and assigns, as follows:

IT IS AGREED that neither party hereto shall, by virtue of said marriage, acquire any estate, right, title or interest in any property of the other, and that each of the parties hereto shall own all the property, of whatsoever nature, kind and description, both real and personal, and wherever situated, now owned or hereafter acquired by him or her, and shall have the exclusive use, control and benefit of the same, with the right to sell, convey, mortgage, pledge, give away, and otherwise deal with the same, as though he or she were at all times unmarried, and that each of the parties hereto may dispose of his or her property by will, either heretofore or hereafter made, as though no relationship of husband and wife ever existed between them, and that each of the parties hereto does hereby disclaim and release to the other, and his or her heirs, legatees and devisees, legal representatives, executors and administrators, and assigns, all and every right, claim and estate which she or he might, would or could have, hold or acquire, in, to, or upon all or any of the said property of the other by reason of said marriage and by reason of being, or having been, the spouse of the other, and if, said Kenneth L. Spera should die before said party of the first part, then and in that event said party of the first part will not inherit, acquire or possess, as his surviving spouse, or heir, any estate, right, title, or interest in any of the property, either perspnal or real, owned by said Kenneth L. Spera, and all of his property shall become the property of his heirs, legatees and devisees, without any right, title or interest of said party of the first part in the same.

AND IT IS AGREED that should said Lois May DeBok die before said Kenneth L. Spera, then and in that event said Kenneth L. Spera will not inherit, acquire or possess, as her surviving spouse, or heir, any estate, right, title or interest in any of the property, either personal or real, owned by said Lois May DeBok, and that all of her property shall become the property of her heirs, legatees and devisees, without any right, title or interest of said Kenneth L. Spera in the same, and said Kenneth L. Spera hereby releases and relinquishes any and all estates, rights, or interest, either legal or equitable, that he might or could have in the property of said Lois May DeBok, by virtue of marriage with her, including homestead rights.

IT IS UNDERSTOOD AND AGREED that this contract does not affect any possible Social Security benefits, as they are governed by laws and rules which are outside the scope of this contract.