

11-09-1998



100874343

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



11/3/98

Date: November 3, 1998

Docket No.: 846-103T

RECORDING OF CHANGE OF NAME

Honorable Commissioner of Patents
and Trademarks

Box Assignments
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

CENEX, INC.

_____	Individuals	_____	Association
_____	General Partnership	_____	Limited Partnership
<u> X </u>	Corporation-State		
_____	Other _____		

2. Name and address of receiving party(ies):

CENEX HARVEST STATES COOPERATIVES
5500 Cenex Drive
Inver Grove Heights, Minnesota 55077

_____	Individual(s) citizenship _____
_____	Association _____
_____	General Partnership _____
_____	Limited Partnership _____
<u> X </u>	Corporation-State <u> Minnesota </u>
_____	Other _____

11/06/1998 JSMBDAZZ 00000142 75315114

01 FC:481 40.00 OP
02 FC:482 1125.00 OP

3. Nature of Conveyance:

<u> </u>	Assignment	<u> </u>	Security Agreement
<u> </u>	Merger	<u> X </u>	Change of Name
<u> </u>	Other		

Execution Date: May 29, 1998

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

A. Trademark Application No(s):

CENEXPRESS	SN 75/315,114	Jun 26, 1997	846-192T
CENEXTRA	SN 75/315,108	Jun 26, 1997	846-193T
SNOW MAX	SN 75/378,361	Oct 23, 1997	846-195T
WINTERMASTER	SN 75/434,478	Feb 13, 1998	846-198T
THE BIG FELLA	SN 75/434,479	Feb 13, 1998	846-199T

B. Trademark Registration No(s):

CENEX (& DESIGN)	RN 1,053,822	Dec 7, 1976	846-101T
CENEX (& DESIGN)	RN 1,058,545	Feb 8, 1977	846-102T
QWIKLIFT	RN 678,328	May 12, 1959	846-103T
GREEN HOUSE	RN 870,299	Jun 3, 1969	846-104T
WHERE THE CUSTOMER IS THE COMPANY	RN 1,031,783	Jan 27, 1976	846-106T
CENEX (& DESIGN)	RN 1,070,076	Jul 26, 1977	846-107T
CENEX (& DESIGN)	RN 1,062,547	Apr 5, 1977	846-108T
CENEX (& DESIGN)	RN 1,060,240	Mar 1, 1977	846-111T
CENEX (& DESIGN)	RN 1,040,744	Jun 1, 1976	846-114T
CENEX (& DESIGN)	RN 1,049,357	Oct 5, 1976	846-115T
CENEX (& DESIGN)	RN 1,029,631	Jan 6, 1976	846-116T

PAX	RN 830,039	Jun 13, 1967	846-119T
PAX	RN 827,043	Apr 11, 1967	846-121T
CENTRAK	RN 1,380,831	Jan 28, 1986	846-126T
CENTROL	RN 1,202,969	Jul 27, 1982	846-128T
CENTROL, A FARM MANAGEMENT COOPERATIVE	RN 1,226,857	Feb 8, 1983	846-129T
DAYSAYER	RN 1,369,455	Nov 5, 1985	846-130T
ML 365	RN 797,694	Oct 19, 1965	846-131T
COUNTRY FRESH	RN 1,386,518	Mar 18, 1986	846-132T
CENEX (& DESIGN)	RN 1,258,936	Nov 22, 1983	846-133T
CENEX	RN 652,618	Oct 8, 1957	846-134T
CENCARE	RN 1,217,013	Nov 16, 1982	846-135T
SILVER BULLET	RN 1,489,092	May 24, 1988	846-130T
DI-ZOLV-IT	RN 1,497,364	Jul 26, 1988	846-142T
STAY CLEAN (& DES)	RN 1,616,368	Oct 9, 1990	846-146T
CENEX	RN 1,590,170	Apr 3, 1990	846-154T
CENEX (& DESIGN)	RN 1,591,300	Apr 10, 1990	846-155T
FIELDMASTER XL	RN 1,600,264	Jun 12, 1990	846-156T
TOWNMART (& DESIGN)	RN 1,444,612	Jun 23, 1987	846-158T
GOLDEN D	RN 1,754,789	Mar 2, 1993	846-159T
PUMP 24	RN 1,345,817	Jul 2, 1985	846-164T
VIKING	RN 1,635,924	Feb 26, 1991	846-165T
CENEX	RN 1,790,611	Aug 31, 1993	846-168T
CENEX (& DESIGN)	RN 1,801,012	Oct 26, 1993	846-169T
SCAN 24 (& DESIGN)	RN 1,771,813	May 18, 1993	846-170T

MISCELLANEOUS DES	RN 1,862,003	Nov 8, 1994	846-171T
TC BIO PLUS	RN 1,829,155	Apr 5, 1994	846-172T
TURF-POWER	RN 1,852,880	Sep 6, 1994	846-174T
CENEX ROADMASTER XL	RN 2,080,468	Jul 22, 1997	846-177T
COME TO THE ISLANDS	RN 1,975,692	May 28, 1996	846-178T
PLATINUM D	RN 1,977,240	May 28, 1996	846-181T

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

Birch, Stewart, Kolasch & Birch, LLP
P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

6. Total number of applications and registrations involved: 46

7. X The recording fee in the amount of \$1,165.00 is enclosed.

8. _____ Please charge Deposit Account No. 02-2448 in the amount of \$_____. A duplicate copy of this request is enclosed.

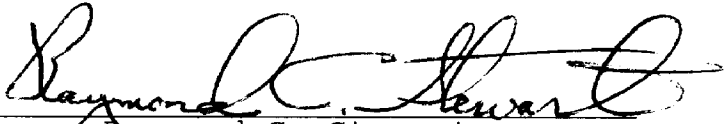
9. X The Commissioner is hereby authorized to charge any fees under 37 C.F.R. 2.6 which may be required, or credit any overpayment to Deposit Account No. 02-2448.

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

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

Date: November 3, 1998

By 

Raymond C. Stewart

Reg. No. 21,066

P.O. Box 747

Falls Church, VA 22040-0747

(703)205-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,
ATTACHMENTS, AND DOCUMENT: 23

#846

COOP-1328

7765

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 308A

State of Formation and Names of Merging Entities:

MN: CENEX, INC.

MN: HARVEST STATES COOPERATIVES

State of Formation and Name of Surviving Entity:

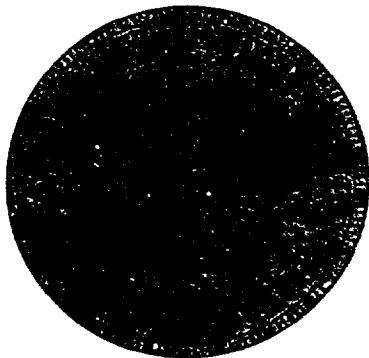
MN: HARVEST STATES COOPERATIVES

Effective Date of Merger: May 31, 1998 at 11:59p.m. Central Time

Name of Surviving Entity After Effective Date of Merger:

CENEX HARVEST STATES COOPERATIVES

This certificate has been issued on: May29, 1998.



Joan Anderson Grove
Secretary of State.

COOP-1328

7766

ARTICLES OF MERGER
OF
CENEX, INC.
INTO
HARVEST STATES COOPERATIVES

PURSUANT to the provisions of Chapter 308A of Minnesota Statutes, CENEX, Inc., a cooperative organized under Chapter 308A of the laws of the State of Minnesota, and Harvest States Cooperatives, a cooperative organized under Chapter 308A of the laws of the State of Minnesota, hereby adopt the following Articles of Merger for the purpose of merging CENEX, Inc. with and into Harvest States Cooperatives:

ARTICLE ONE: The Plan of Combination dated effective as of May 29, 1998, by and between CENEX, Inc. and Harvest States Cooperatives, attached hereto as Exhibit A and made a part hereof (the "Plan"), was approved by the members of CENEX, Inc. and by the members of Harvest States Cooperatives in the manner prescribed by Chapter 308A of Minnesota Statutes (and particularly Section 308A.801 thereof).


ARTICLE TWO: As provided in the Plan, the merger contemplated herein and in the Plan shall be effective at 11:59 p.m. central time on May 31, 1998 (the "Effective Time"). ✓

ARTICLE THREE: From and after the Effective Time, the Articles of Incorporation of Harvest States Cooperatives, as the surviving cooperative in the merger, shall be amended and restated in their entirety to read as set forth in Exhibit 1 to the Plan, which amended and restated Articles provide, among other things, that the name of Harvest States Cooperatives shall be changed to Cenex Harvest States Cooperatives.

IN WITNESS WHEREOF, CENEX, Inc. and Harvest States Cooperative each has caused these Articles of Merger to be executed by their duly authorized officers on this 29th day of May, 1998.

CENEX, INC.

HARVEST STATES COOPERATIVES

By 
Its _____

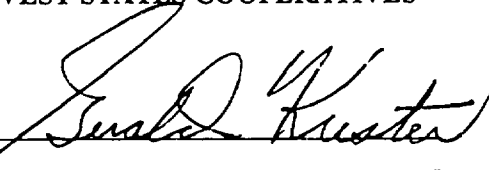
By 
Its _____

EXHIBIT A**PLAN OF COMBINATION**

THIS PLAN OF COMBINATION (the "Plan") is dated as of May 29, 1998, and is by and between **CENEX, INC.** ("CENEX") and **HARVEST STATES COOPERATIVES** ("Harvest States"), each of which may be referred to herein as a "Constituent Cooperative" and both of which may be collectively referred to herein as the "Constituent Cooperatives".

WHEREAS, CENEX and Harvest States each is a cooperative association organized under Chapter 308A of Minnesota Statutes (as amended, the "Act"); and

WHEREAS, the respective Boards of Directors of CENEX and Harvest States and the respective members of CENEX and Harvest States each has approved and adopted this Plan and the transactions contemplated hereby in the manner required by Section 308A.801 of the Act and their respective Articles of Incorporation and Bylaws.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements of the parties contained herein, the parties hereto agree as follows:

Section 1. The Combination. On the Effective Time (as defined in Section 8), CENEX and Harvest States shall combine through merger (the "Combination") in accordance with the applicable provisions of the Act; and Harvest States, whose name shall change to "Cenex Harvest States Cooperatives" and whose Articles of Incorporation and Bylaws each shall be amended and restated in their entirety as further provided herein, shall be the surviving cooperative and shall continue to exist by virtue of, and shall be governed by, the Act.

Section 2. Articles of Merger. On or before the Effective Time, CENEX and Harvest States each shall execute articles of merger (the "Articles of Merger") setting forth the information required by and otherwise in compliance with Section 308A.801 of the Act. The Articles of Merger shall be filed with the Secretary of State of the State of Minnesota or as otherwise required by the Act, and shall provide that the Combination shall become effective on the Effective Time.

Section 3. Effect of Combination. From and after the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members: (a) Cenex Harvest States Cooperatives, as the surviving cooperative in the Combination, shall have all of the rights, privileges, immunities and powers, and shall be subject to all the duties and liabilities, of a cooperative organized under the Act; (b) Cenex Harvest States Cooperatives, as the surviving cooperative in the Combination, shall possess all of the rights, privileges, immunities and franchises, of a public as well as a private nature, of each Constituent Cooperative, and all property, real, personal and mixed, and all debts due on whatever account, including all choses in action, and each and every other interest of or belonging to or due to each Constituent Cooperative, shall be deemed to be and hereby is vested in Cenex Harvest States Cooperatives, without further act or deed, and the title to any property, or any interest therein, vested in either Constituent Cooperative, shall not revert or be in any way impaired by reason of the Combination; (c) Cenex Harvest States Cooperatives shall be responsible and liable for all of the liabilities and obligations of each Constituent Cooperative, and any claim existing or action or proceeding pending by or against one of the Constituent Cooperatives may be prosecuted as if the Combination had not taken place or Cenex Harvest States Cooperatives may be

substituted in its place; (d) neither the rights of creditors nor any liens upon the property of either of the Constituent Cooperatives shall be impaired by the Combination; and (e) the Combination shall have any other effect set forth in the Act and the transaction agreement dated January 29, 1998, by and between CENEX and Harvest States (the "Transaction Agreement"); all with the effect and to the extent provided in the applicable provisions of the Act.

Section 4. Articles of Incorporation; Bylaws. From and after the Effective Time, pursuant to the Articles of Merger and without any further action by the Constituent Cooperatives or any of their respective members, (a) the name of Harvest States, as the surviving cooperative in the Combination, shall be changed to "Cenex Harvest States Cooperatives" and (b) the Articles of Incorporation of Cenex Harvest States Cooperatives, as the surviving cooperative in the Combination, shall be amended and restated in their entirety to read as set forth in Exhibit 1 attached hereto and made a part hereof (the "Surviving Entity Articles"). From and after the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, the Bylaws of Cenex Harvest States Cooperatives, as the surviving cooperative in the Combination, shall be amended and restated in their entirety to read as set forth in Exhibit B attached to the Transaction Agreement (the "Surviving Entity Bylaws"), and a copy of which was provided to the respective members of each Constituent Cooperative in connection with their consideration of the Combination.

Section 5. Board of Directors. From and after the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, each person serving as a director of one of the Constituent Cooperatives immediately prior to the Effective Time shall become a director of Cenex Harvest States Cooperatives, as the surviving cooperative in the Combination, to serve in accordance with the Surviving Entity Bylaws.

Section 6. Exchange, Redesignation and Conversion and Continuation of Capital Stock, Non-Stock Equity Interests, Patrons' Equities and Memberships. On the Effective Time, the manner and basis of exchanging and continuing the shares of capital stock, non-stock equity interests, patronage equity interests (including all entitlements to patronage refunds), any other allocated equity interests, and unallocated and capital reserves of CENEX and Harvest States (all such interests referred to herein as "CENEX Equity Interests" or "Harvest States Equity Interests", respectively), and membership interests in CENEX and Harvest States, for equal Equity Interests and membership interests in Cenex Harvest States Cooperatives, shall be as follows:

(a) **Exchange and Continuation of CENEX Memberships.** As of the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, each holder of common stock of CENEX shall become and be a member of Cenex Harvest States Cooperatives, to the extent they are eligible for membership under the Surviving Entity Articles and the Surviving Entity Bylaws, in such class and with such incidents of membership as are set forth in the Surviving Entity Articles and the Surviving Entity Bylaws.

(b) **Continuation of Harvest States Memberships.** As of the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, each member of Harvest States shall be and continue as a member of Cenex Harvest States Cooperatives, to the extent they are eligible for membership under the

Surviving Entity Articles and the Surviving Entity Bylaws, in such class and with such incidents of membership as are set forth in the Surviving Entity Articles and the Surviving Entity Bylaws.

(c) Exchange and Continuation of CENEX Equity Interests. As of the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, all Equity Interests standing on the books of CENEX immediately prior to the Effective Time shall be determined and exchanged for equal Equity Interests in Cenex Harvest States Cooperatives at its stated dollar amount on a dollar-for-dollar basis, including as follows:

- (i) Common Stock. Each share of common stock of CENEX issued and outstanding or otherwise standing on the books of CENEX immediately prior to the Effective Time shall be exchanged for one (1) Capital Equity Certificate of Cenex Harvest States Cooperatives in a face amount of \$25.00, and in such denominations or other designations or series so as to preserve the year of issue (as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance.
- (ii) Preferred Stock. Each whole share or fractional share of preferred stock of CENEX issued and outstanding or otherwise standing on the books of CENEX immediately prior to the Effective Time shall be exchanged for a Capital Equity Certificate of Cenex Harvest States Cooperatives in a face amount of \$25.00 or fractional amount thereof to reflect the stated dollar amount on a dollar-for-dollar basis exchange of such interest, and in such denominations or other designations or series so as to preserve the year of issue (as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance.
- (iii) Patronage Equity Interests. All patronage refunds and any other allocated or to be allocated equity interests (including all entitlements to patronage refunds) standing on the books of CENEX immediately prior to the Effective Time which are not otherwise evidenced by preferred stock shall be exchanged for equal patronage refunds, allocated or to be allocated equity interests, entitlements to patronage refunds, or other equal equity interests on the books of Cenex Harvest States Cooperatives, at their stated dollar amount on a dollar-for-dollar basis, and in such denominations or other designations or series so as to preserve the year of issue (as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance.
- (iv) Deferred Patronage and Unallocated Reserve. All deferred patronage (not exchanged above), unallocated reserves, and any other unallocated equity interests standing on the books of CENEX immediately prior to the Effective Time shall be exchanged and credited for equal deferred patronage, unallocated reserves or other equal unallocated equity interests on the books

of Cenex Harvest States Cooperatives, at their stated dollar amount on a dollar-for-dollar basis, and in such denominations or other designations or series so as to preserve the year of issue (if applicable and as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance (if applicable).

- (v) Net Effect. The net effect of the exchange of CENEX Equity Interests for equal Equity Interests in Cenex Harvest States Cooperatives shall be that the holders of CENEX Equity Interests standing on the books of CENEX immediately prior to the Effective Time shall hold and will have equal Equity Interests in Cenex Harvest States Cooperatives immediately following the Effective Time, in terms of stated dollar amount on a dollar-for-dollar basis, year of issue (as determined necessary) and any other rights and preferences, and that the deferred patronage, unallocated reserves and other unallocated Equity Interests of CENEX, as standing on its books immediately prior to the Effective Time, shall be exchanged and credited for an equal Equity Interest in Cenex Harvest States Cooperatives immediately following the Effective Time, in terms of stated dollar amount on a dollar-for-dollar basis and other rights and preferences; provided, however, that, notwithstanding the foregoing, the Equity Interests in CENEX that are held by Harvest States immediately prior to the Effective Time shall be treated in accordance with generally accepted accounting principles.

(d) Continuation of Harvest States Equity Interests. As of the Effective Time, without any further action by the Constituent Cooperatives or any of their respective members, all Equity Interests standing on the books of Harvest States immediately prior to the Effective Time shall be determined and continued as equal Equity Interests in Cenex Harvest States Cooperatives at its stated dollar amount on a dollar-for-dollar basis, including as follows:

- (i) Equity Participation Units. Each Equity Participation Unit of Harvest States issued and outstanding or otherwise standing on the books of Harvest States immediately prior to the Effective Time, including without limitation all Wheat Milling EPUs and all Oilseed Processing & Refining EPUs, shall continue to be issued and outstanding Equity Participation Units of Cenex Harvest States Cooperatives, at their stated dollar amount on a dollar-for-dollar basis, along with the other terms and conditions of the original issuance.
- (ii) Patronage Equity Interests. All patronage certificates and any other allocated or to be allocated patronage equity interests (including all entitlements to patronage refunds) standing on the books of Harvest States immediately prior to the Effective Time, including without limitation all Capital Equity Certificates, Certificates of Indebtedness, and Preferred Capital Certificates, shall continue to be equal patronage certificates, allocated or to be allocated patronage equity interests, entitlements to patronage refunds, or other equal patronage equity interests on the books of Cenex Harvest States

Cooperatives, at their stated dollar amount on a dollar-for-dollar basis, and in such denominations or other designations or series so as to preserve the year of issue (as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance.

- (iii) Nonpatronage Equity Interests. All nonpatronage certificates and any other allocated or to be allocated nonpatronage equity interests (including all entitlements to nonpatronage refunds) standing on the books of Harvest States immediately prior to the Effective Time, including without limitation all Non-Patronage Earnings Certificates, shall continue to be equal nonpatronage certificates, allocated or to be allocated nonpatronage equity interests, entitlements to nonpatronage refunds, or other equal nonpatronage equity interests on the books of Cenex Harvest States Cooperatives, at their stated dollar amount on a dollar-for-dollar basis, and in such denominations or other designations or series so as to preserve the year of issue (as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance.
- (iv) Patronage Payable and Capital Reserve. All patronage payable (not continued above), capital reserve and any other unallocated equity interests standing on the books of Harvest States immediately prior to the Effective Time shall continue to be equal patronage payable, capital reserve or other equal allocated or unallocated equity interests on the books of Cenex Harvest States Cooperatives at their stated dollar amount on a dollar-for-dollar basis, and in such denominations or other designations or series so as to preserve the year of issue (if applicable and as Cenex Harvest States Cooperatives deems necessary) and other terms and conditions of the original issuance (if applicable).
- (v) Net Effect. The net effect of the continuation of Harvest States Equity Interests as equal Equity Interests in Cenex Harvest States Cooperatives shall be that the holders of Harvest States Equity Interests standing on the books of Harvest States immediately prior to the Effective Time shall hold and will continue to have the same and equal Equity Interests in Cenex Harvest States Cooperatives immediately following the Effective Time, in terms of stated dollar amount on a dollar-for-dollar basis, year of issue (as determined necessary) and other rights and preferences, and that the patronage payable, capital reserve and other unallocated Equity Interests of Harvest States, standing on its books immediately prior to the Effective Time, shall continue to be the same identical and equal Equity Interest in Cenex Harvest States Cooperatives immediately following the Effective Time, in terms of the stated dollar amount on a dollar-for-dollar basis, and other rights and preferences; provided, however, that, notwithstanding the foregoing, the Equity Interests in Harvest States that are held by CENEX immediately prior to the Effective Time shall be treated in accordance with generally accepted accounting principles.

(e) **Surviving Entity Articles and Bylaws to Govern.** Membership in Cenex Harvest States Cooperatives and all Equity Interests in Cenex Harvest States Cooperatives issued or credited in exchange for CENEX Equity Interests and continued and credited with respect to Harvest States Equity as described above, shall in all instances be governed by the provisions of the Surviving Entity Articles and the Surviving Entity Bylaws.

(f) **Further Assurances of Holders of Equity.** Each holder of CENEX Equity Interests and each holder of Harvest States Equity Interests shall take such action or cause to be taken such action as Cenex Harvest States Cooperatives may reasonably deem necessary or appropriate to effect the exchange and continuation of the equity interests hereunder, including without limitation the execution and delivery of any stock certificates or other evidences of equity being exchanged or continued hereunder.

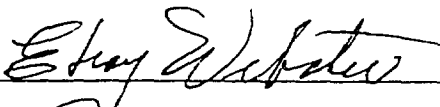
Section 7. Further Assurances. From time to time and after the Effective Time, as and when requested by Cenex Harvest States Cooperatives, or its successors or assigns, CENEX shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further action or actions, as Cenex Harvest States Cooperatives, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to Cenex Harvest States Cooperatives, or its successors or assigns, title to and possession of all of the properties, rights, privileges, powers and franchises referred to in Section 3 of this Plan, and otherwise to carry out the intent and purposes of this Plan. If Cenex Harvest States Cooperatives shall at any time deem that any further assignments or assurances or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of CENEX or Harvest States vested in Cenex Harvest States Cooperatives pursuant to this Plan, the officers of Cenex Harvest States Cooperatives, or its successors or assigns, are hereby specifically authorized as attorneys-in-fact of each CENEX and Harvest States (which appointment is irrevocable and coupled with an interest), to execute and deliver any and all such deeds, assignments and assurances and to do all such other acts in the name and on behalf of each CENEX and Harvest States, or otherwise, as such officer shall deem necessary or appropriate to accomplish such purpose.

Section 8. Effective Date. The Combination shall become effective at 11:59 p.m. central time on May 31, 1998 (the "Effective Time").

Section 9. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Plan has been agreed to and executed by the duly authorized representatives of CENEX and Harvest States, as of the date first set forth above.

CENEX, INC.

By 
Its _____

HARVEST STATES COOPERATIVES

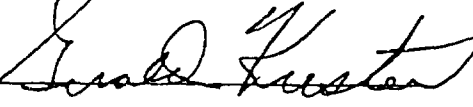
By 
Its _____

EXHIBIT 1
ARTICLES OF INCORPORATION
OF
CENEX HARVEST STATES COOPERATIVES

7773

ARTICLE I.
Name and Principal Place of Business

Section 1. The name of this cooperative corporation shall be Cenex Harvest States Cooperatives. *fl*

Section 2. The principal place of business for this cooperative shall be in the City of Inver Grove Heights, County of Dakota, State of Minnesota. The registered office address of this cooperative shall be 5500 Cenex Drive, Inver Grove Heights, Minnesota 55077. ✓

ARTICLE II.
Purposes and Powers

Section 1. This cooperative is organized for the following purposes:

- (a) to receive, handle, store, warehouse, manufacture, process, market, purchase, sell and otherwise deal in the agricultural products of its members, nonmember patrons and others, including without limitation the processing and exporting of grain and other agricultural products;
- (b) to manufacture, buy, sell, market, store, warehouse, acquire, transport, distribute, process, produce, drill, mine, refine, and otherwise deal in and procure for its members, nonmember patrons and others, petroleum products, fuel, oil, grease, automotive parts and accessories, supplies, services, minerals, feed, seed, fertilizer, machinery, equipment, supplies, and other goods, products, and merchandise, primarily for use upon farms or by farmers, or used or useful in the business of farming, recognizing that they may also be incidentally useful to other patrons; and
- (c) to engage in any activity connected with or related to any such purposes, and to engage in any other lawful purpose.

To this end, the business and activities of this cooperative shall be conducted on a cooperative basis, as provided in the Bylaws of this cooperative.

Section 2. In addition to other powers, this cooperative may perform every act and thing necessary, proper, incidental or convenient to the conduct of this cooperative's business or the accomplishment of the purposes of this cooperative, and this cooperative shall have all powers, privileges and rights conferred upon this cooperative by the laws of the State of Minnesota under which it was organized and acts amendatory thereof or supplemental thereto, and by the laws of the United States of America. Without limiting the foregoing, this cooperative shall have the power.

(a) To borrow money from and to loan money to its members, nonmember patrons and others; to guarantee or stand as surety on loans made to its members, nonmember patrons and others by lenders; to issue bonds, deeds of trust, debentures, notes, and other obligations, and to secure the same by pledge, mortgage, or trust deed on any property of this cooperative; to draw,

make, accept, endorse, guarantee, execute, and issue promissory notes, bills of exchange, drafts, warrants, warehouse receipts, certificates and other obligations, and negotiable or transferable instruments for any purpose deemed necessary to further the objects for which this cooperative is formed;

(b) To acquire, purchase, hold, lease, encumber, sell, exchange, and convey such real estate, buildings, and personal property as the business of this cooperative may require;

(c) To purchase, acquire, own, mortgage, pledge, sell, assign, transfer or otherwise dispose of, equity or debt securities created by any other corporation or other legal entity wherever organized, with all the rights, powers and privileges of ownership thereof;

(d) To borrow money, to incur obligations and to assume obligations of any other person, individual, corporation or other legal entity, in any amount; and to make contracts of hire;

(e) To issue equity and debt securities, whether certificated or uncertificated, as further provided in Article IV hereof and in the Bylaws of this cooperative;

(f) To join with other cooperatives, corporations, partnerships, associations or other entities to form district, state, or national marketing, manufacturing, purchasing and service organizations, and other organizations engaged in the general purposes for which this cooperative is formed, and to purchase, acquire, and hold the capital stock or other equity interest and the notes, bonds and other obligations of such organizations;

(g) To have one or more offices, and to conduct any or all of its operations and business, and promote its purposes within and without the state of Minnesota without restriction as to places or amounts; and

(h) To carry on any other business in connection with the foregoing and to engage in any of said activities on its own account or as agent for others, or alone or in association with others; and to employ agents, consultants and nominees to perform any or all of the powers herein enumerated.

The powers, privileges and rights specified herein shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other provision of these Articles of Incorporation. The enumeration of powers, privileges and rights herein shall not be held to limit or restrict in any manner the general powers, privileges and rights conferred upon this cooperative by the laws of the State of Minnesota.

Section 3. This cooperative shall not deal in the products, supplies and services with or for nonmembers in an amount greater in value than the total amount of such business transacted by it with or for members. All business transacted by this cooperative for or on behalf of the United States or any agency or instrumentality thereof shall be disregarded in determining the volume of member and nonmember business transacted by this cooperative.

ARTICLE III.

Duration

This cooperative shall have perpetual existence.

ARTICLE IV.

Membership and Authorized Capital Instruments

Section 1. This cooperative is organized without capital stock on a membership basis.

Section 2. Membership in this cooperative shall be restricted to associations of producers of agricultural products which are organized and operating so as to adhere to the provisions of the Agricultural Marketing Act, 12 U.S.C. § 1141j(a), as amended, and the Capper-Volstead Act, 7 U.S.C. §§ 291-292, as amended, and to certain producers of agricultural products, which or who in either case meet the conditions of membership as provided in this Article IV and the Bylaws of this cooperative. For purposes of this Article IV, "producers of agricultural products" shall mean persons (including individuals and joint ventures, corporations, partnerships, limited liability companies, limited liability partnerships, unincorporated associations or other legal entities owned or controlled by individual farmers, ranchers or their family groups) that are engaged in the production of one or more agricultural products, including tenants of land used for the production of such products and lessors of such land that receive as rent therefor any part of the product of such land.

The Board of Directors of this cooperative may establish a minimum amount of business (as a percentage of purchases, in dollar volume, or otherwise) that cooperative associations must transact with or through this cooperative to be eligible for membership in this cooperative, and also may adopt such additional conditions, qualifications, methods of acceptance, duties, rights and privileges of membership in this cooperative as it may from time to time deem advisable. The Board of Directors of this cooperative may refuse membership or provide conditional membership to an applicant in its sole discretion. A membership in this cooperative is transferable only with the consent and approval of the Board of Directors.

Producers of agricultural products who transact business with the CSM locations of this cooperative (a.k.a. "Cenex Supply and Marketing division" locations) shall have no voting rights as a result of such transaction but may be eligible to conduct business with this cooperative at such locations on a patronage basis, as provided in Section 5 of this Article IV.

Section 3. This cooperative shall have three (3) classes of members, which are hereby designated as the "Cooperative Association Member" class, the "Defined Member" class, and the "Individual Member" class, as more particularly described in the Bylaws of this cooperative. This cooperative shall have such additional classes of members, with such designations, and such relative rights, preferences, privileges and limitations, as provided in the Bylaws of this cooperative.

Section 4. Voting rights in this cooperative arise solely by virtue of membership in this cooperative, and only members of this cooperative shall have voting power in this cooperative. Each

member shall have a minimum of one (1) vote in the affairs of the cooperative, and may otherwise be entitled to additional votes as further authorized in the Bylaws. This cooperative is a cooperative described in Section 308A.641 of Minnesota Statutes.

Section 5. Associations of producers of agricultural products and producers of agricultural products described in the first paragraph of Section 2 of this Article IV who (i) patronize this cooperative under conditions established by the Board of Directors of this cooperative or as provided in the Bylaws of this cooperative but (ii) who are otherwise not eligible to be members of this cooperative may nevertheless conduct business with this cooperative on a patronage basis as a nonmember patron, as more particularly provided in the Bylaws of this cooperative. Such nonmember patrons are not members of this cooperative and are not entitled to voting rights or other privileges incident to membership in this cooperative.

Section 6. In addition to and not by way of limitation of the powers granted to the Board of Directors of this cooperative by the laws of the State of Minnesota or elsewhere in these Articles or the Bylaws of this cooperative, the Board of Directors shall have the following authority and powers, which may be exercised from time to time at its sole discretion:

(a) The Board of Directors by resolution may establish and organize separate defined business units of this cooperative ("Defined Business Unit") with respect to the operations of this cooperative, on such terms and conditions and having such rights, preferences, privileges and limitations as the Board of Directors deems appropriate, as may be further provided in the Bylaws of this cooperative. The Board of Directors may sell, liquidate, dissolve or wind up any Defined Business Unit, in which event the assets of such Defined Business Unit shall be used first to redeem the Equity Participation Units (as defined below) and Preferred Capital Certificates (as defined in the Bylaws of this cooperative) of the Defined Business Unit on a pro rata basis;

(b) The Board of Directors by resolution may establish and issue one or more than one class or series of equity participation units ("Equity Participation Units") in connection with each Defined Business Unit, may set forth the designation of classes or series of Equity Participation Units, and may fix the relative rights, preferences, privileges and limitations of each class or series of Equity Participation Units, as may be further provided in the Bylaws of this cooperative. Equity Participation Units shall not entitle the holder to voting rights and may be issued to and held only by Defined Members of this cooperative. Equity Participation Units may only be sold or transferred with the approval of the Board of Directors of this cooperative; and

(c) The Board of Directors by resolution may establish and issue to any person (whether member, nonmember patron, or other person) one or more than one class or series of debt and/or equity instruments, may set forth the designation of classes or series of such debt and/or equity instruments, and may fix the relative rights, preferences, privileges and limitations of each class or series of debt and/or equity instruments, including, without limitation, one or more than one class or series of Preferred Equity instruments. Dividends may be paid on the equity capital of this cooperative which is evidenced by an equity instrument established pursuant to this Section 6(c); provided that dividends on such equity capital may not exceed eight percent (8%) per annum. Debt or equity instruments established pursuant to this Section 6(c) shall not entitle the holder to voting

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rights. Unless otherwise expressly authorized by the Board of Directors, debt or equity instruments established and issued pursuant to this Section 6(c) may only be sold or transferred with the approval of the Board of Directors of this cooperative.

ARTICLE V.
Net Income and Loss

The net income of this cooperative in excess of dividends on equity capital and additions to reserves shall be distributed to members and nonmember patrons annually or more often on the basis of patronage and the records of this cooperative may show the interest of members and equity holders in the reserves. Net income may be accounted for and distributed on the basis of allocation units that may be functional, divisional, departmental, geographic, or otherwise. Net income may be distributed in cash, allocated patronage equities (including without limitation Patrons' Equities), revolving fund certificates, securities of this cooperative, other securities, or any combination thereof. Any such allocated equity shall be redeemable only at the option of the Board of Directors. The net loss of an allocation unit or allocation units may be offset against the net income of other allocation units to the extent permitted by Minnesota Statutes Section 308A.705, Subdivision 1. The net income or net loss of this cooperative or any allocation unit may be determined by including the cooperative's proportionate share of the net income or loss of other entities in which the cooperative owns an equity interest. The foregoing provisions of this Article V shall be implemented as more particularly provided in the Bylaws of this cooperative.

ARTICLE VI.
First Lien

This cooperative shall have a first lien on all certificates of equity, patronage capital and other equity interests standing on its books (including any earned but not allocated capital equity to be issued to members as patronage refunds), for all indebtedness of the respective holders or owners thereof to this cooperative. This cooperative shall also have the right, exercisable at the option of the Board of Directors, to set off such indebtedness against the face amount of such equity interests; provided, however, that nothing contained herein shall give the holder of such equity interests any right to have such set off made.

ARTICLE VII.**Certain Corporate Actions: Dissolution**

Section 1. A merger, consolidation, liquidation or dissolution involving this cooperative, or the sale of all or substantially all of the assets and property of this cooperative, may be authorized by the members in accordance with the Minnesota Cooperative Law, Minnesota Statutes Chapter 308A, upon the approval of two-thirds (2/3) of the votes cast in person or by mail vote at an annual or special meeting of the members called for such purpose; provided, however, in the event the Board of Directors of this cooperative declares, by resolution adopted by a majority of the Board of Directors present and voting, that the action involves or is related to a hostile takeover, then the action may be adopted only upon the approval of eighty percent (80%) of the total voting power of the members of this cooperative, whether or not present and voting on the action. Notwithstanding Article X of these Articles of Incorporation, this Article VII may be amended only upon the approval of eighty percent (80%) of the total voting power of the members of this cooperative, whether or not present and voting on the amendment.

Section 2. In the event of any dissolution, liquidation or winding up of this cooperative, whether voluntary or involuntary, all debts and liabilities of this cooperative shall be paid first according to their respective priorities. As more particularly provided in the Bylaws, the remaining assets shall then be paid to the holders of equity capital to the extent of their interests therein and any excess shall be paid to the patrons of this cooperative on the basis of their past patronage. The Bylaws may provide more particularly for the allocation among the members and nonmember patrons of this cooperative of the consideration received in any merger or consolidation to which this cooperative is a party.

ARTICLE VIII.**Board of Directors**

Section 1. The business and affairs of this cooperative shall be managed by a Board of Directors of not less than seventeen (17) directors, as further provided in the Bylaws of this cooperative. Directors shall be elected by the members at the annual meeting of the members of this cooperative in such manner and for such terms as the Bylaws of this cooperative may prescribe.

Section 2. The names and addresses of the directors of the transition Board of Directors of this cooperative, who shall serve for such terms and in such manner as the Bylaws of this cooperative shall prescribe, are as follows:

Bruce Anderson
13500 - 42nd Street NE
Glenburn, North Dakota 58740-9564

Steven Burnet
94699 Monkland Lane
Moro, Oregon 97039-9705

Curt Eischens
RR 1, Box 59
Minneota, Minnesota 56264

Edward Ellison
RR 1, Box 46
Elbow Lake, Minnesota 56531-9740

Fred Harris
1004 Powell Street
Grandview, Washington 98930

Edward Hereford
1902 Cashup Flat Road
Thornton, Washington 99176-9710

James Kile
P.O. Box 97
St. John, Washington 99171

Leonard Larsen
5128 11th Avenue North
Granville, North Dakota 58741-9595

Gaylord Olson
RR 1
Buxton, North Dakota 58218

Denis Schilmoeller
4758 - 450th Street
Granville, Iowa 51022

Michael Toelle
RR 1, Box 190
Browns Valley, Minnesota 56219

Russell Twedt
PO Box 296
Rudyard, Montana 59540-0296

Bob Bass
S 2276 Highway K
Reedsburg, Wisconsin 53959

Steve Carney
P.O. Box 1122
Scobey, Montana 59263-1122

Robert Elliott
324 Hillcrest
Alliance, Nebraska 69301

Sheldon Haaland
RR 2, Box 55
Hanley Falls, Minnesota 56245-9731

Jerry Hasnedl
Route 1, Box 39
St. Hilaire, Minnesota 56754

Douglas Johnson
HC 89, Box 5240
Sidney, Montana 59270

Gerald Kuster
RR 1, Box 46
Reynolds, North Dakota 58275-9742

Tyrone Moos
HCR 1, Box 1
Philip, South Dakota 57567-9601

Duane Risan
RR 1, Box 4
Parshall, North Dakota 58770-9703

Duane Stenzel
RR 2, Box 173
Wells, Minnesota 56097

Richard Traphagen
39555 - 124th Street
Columbia, South Dakota 57433

Merlin Van Walleghen
24106 408th Avenue
Letcher, South Dakota 57359-6021

Elroy Webster
Route 2, Box 123
Nicollet, Minnesota 56074

Arnold Weisenbeck
6602 Highway 25
Durand, Wisconsin 54736

William Zarak
3711 124th Avenue Southwest
South Heart, North Dakota 58655-9767

ARTICLE IX.
Limitation of Director Liability

No director of this cooperative shall be personally liable to this cooperative or its members for monetary damages for breach of fiduciary duty as a director, except for liability:

(a) for a breach of the director's duty of loyalty to this cooperative or its members;

(b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

(c) for a transaction from which the director derived an improper personal benefit;

or

(d) for an act or omission occurring prior to the date when the provisions of this Article (or predecessor thereto) became effective.

It is the intention of the members of this cooperative to eliminate or limit the personal liability of the directors of this cooperative to the greatest extent permitted under Minnesota law. If amendments to the Minnesota Statutes are passed after the effective date of this Article which authorize cooperatives to act to further limit or eliminate the personal liability of directors, then the liability of the directors of this cooperative shall be limited or eliminated to the greatest extent permitted by the Minnesota Statutes, as so amended. Any repeal or modification of this Article by the members of this cooperative shall not adversely affect any right of or any protection available to a director of this cooperative which is in existence at the time of such repeal or modification.

ARTICLE X.
Amendment

These Articles of Incorporation may be amended in accordance with the Minnesota Cooperative Law, Minnesota Statutes Chapter 308A, upon the approval of a majority of the votes cast in person or by mail vote at an annual or special meeting of the members called for such purpose; provided, however, in the event the Board of Directors of this cooperative declares, by resolution adopted by a majority of the Board of Directors present and voting, that the amendment involves or is related to a hostile takeover, then the amendment may be adopted only upon the approval of eighty percent (80%) of the total voting power of the members of this cooperative, whether or not present and voting on the amendment.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

MAY 29 1998

Jan Anderson Howe

Secretary of State

STATE OF CALIFORNIA

DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document as filed for record in this office.

DATED 6-26 1998

Jean Anderson Howe
Secretary of State

H. Rudolph