

**BYLAWS  
OF  
PLAINS OILSEED PRODUCTS COOPERATIVE, INC.**

**August 13, 2007**

## TABLE OF CONTENTS

	Page
<b>ARTICLE I. APPLICABLE LAW</b> .....	1
<b>ARTICLE II. PURPOSE</b> .....	1
<b>ARTICLE III. OFFICE AND REGISTERED AGENT</b> .....	1
<b>ARTICLE IV. MEMBERSHIP</b> .....	1
4.01 Membership Eligibility .....	1
4.02 Membership of the Corporation .....	2
4.03 Membership Liability .....	2
4.04 Classification of Members .....	2
4.05 Membership Qualifications .....	2
4.06 Membership Application .....	2
4.07 Acceptance of Members .....	2
4.08 Information Provided to Prospective Members .....	2
4.09 Tax Consent .....	2
4.10 Membership Contracts .....	3
<b>ARTICLE V. MEMBERSHIP MEETINGS</b> .....	3
5.01 Annual Meetings .....	3
5.02 Special Meetings .....	4
5.03 Place of Meetings .....	4
5.04 Notice of Meetings .....	4
5.05 Closing of Transfer Books .....	4
5.06 Voting Lists .....	5
5.07 Quorum .....	5
5.08 Voting of Shares .....	5
5.09 Voting of Shares by Certain Holders .....	5
5.10 Action by Members Without a Meeting .....	6
<b>ARTICLE VI. TERMINATION OF MEMBERSHIP</b> .....	6
6.01 Voluntary Withdrawal .....	6
6.02 Death .....	6
6.03 Dissolution .....	6
6.04 Cancellation .....	6
6.05 Expulsion .....	7
6.06 Settlement of Membership Interest .....	7
6.07 Redemption .....	7
<b>ARTICLE VII. BOARD OF DIRECTORS</b> .....	7
7.01 General Powers .....	7
7.02 Number, Qualifications and Term .....	8
7.03 Regular Meetings .....	8
7.04 Special Meetings .....	8
7.05 Notice .....	9

7.06	Quorum.....	9
7.07	Manner of Acting.....	9
7.08	Action Without a Meeting.....	9
7.09	Vacancies and Newly Created Directorships.....	9
7.10	Compensation.....	9
7.11	Presumption of Assent.....	9
7.12	Participation.....	10
7.13	Committees.....	10
7.14	Resignation; Removal.....	10
7.15	Chairman of the Board and Vice Chairman.....	10
<b>ARTICLE VIII. OFFICERS; EXECUTIVE DIRECTOR.....</b>		<b>10</b>
8.01	Number.....	10
8.02	Removal.....	10
8.03	Vacancies.....	11
8.04	President.....	11
8.05	Vice-President.....	11
8.06	Treasurer.....	11
8.07	Secretary.....	11
8.08	Assistant Vice-Presidents.....	12
8.09	Assistant Treasurers.....	12
8.10	Assistant Secretaries.....	12
8.11	Executive Director.....	11
8.12	Delegation of Duties.....	12
8.13	Salaries.....	12
8.14	Surety Bond.....	12
<b>ARTICLE IX. CAPITAL STOCK.....</b>		<b>12</b>
9.01	Common Stock.....	12
9.02	Stock Certificates.....	13
9.03	Transfer of Common Stock.....	13
9.04	Preferred Stock.....	12
9.05	Exchange of Preferred Stock.....	13
<b>ARTICLE X. NET EARNINGS; DISTRIBUTIONS; TAX TREATMENT.....</b>		<b>13</b>
10.01	Net Earnings.....	13
10.02	Apportionment of Net Earnings.....	13
10.03	Surplus or Reserve Fund.....	13
10.04	Capital Stock Dividends.....	13
10.05	Patronage Refunds.....	14
10.06	Non-Member Election.....	14
10.07	Tax Treatment.....	15
<b>ARTICLE XI. FINANCIAL STATEMENT; PERMANENT RECORDS.....</b>		<b>15</b>
11.01	Financial Statement.....	15
11.02	Permanent Records.....	15
<b>ARTICLE XII. EXEMPTION FROM INCOME TAX.....</b>		<b>15</b>

12.01	Deemed Nonprofit .....	15
12.02	Exemption from Federal Income Taxes .....	15
12.03	Organization .....	15
12.04	Dividend Rate; Ownership .....	15
12.05	Maintaining a Reserve .....	16
12.06	Transactions with Non-Members .....	16
12.07	Taxable Income .....	16
12.08	Equal Treatment of Members and Non-Members .....	16
12.09	Allowable Payment Practices .....	16
<b>ARTICLE XIII. EXCEPTION FROM ANTITRUST LAWS .....</b>		<b>16</b>
13.01	Information Sharing .....	16
13.02	Advising Members .....	17
<b>ARTICLE XIV. INDEMNIFICATION; INSURANCE .....</b>		<b>17</b>
14.01	Right to Indemnification .....	17
14.02	Right of Claimant to Bring Suit .....	17
14.03	Non-Exclusivity of Rights .....	18
14.04	Insurance .....	18
<b>ARTICLE XV. CONTRACTS, LOANS, CHECKS, DEPOSITS AND SPECULATION .....</b>		<b>18</b>
15.01	Contracts .....	18
15.02	Loans .....	18
15.03	Checks and Drafts .....	18
15.04	Deposits .....	19
15.05	Speculation .....	19
<b>ARTICLE XVI. FISCAL YEAR .....</b>		<b>19</b>
<b>ARTICLE XVII. CORPORATE SEAL .....</b>		<b>19</b>
<b>ARTICLE XVIII. WAIVER OF NOTICE .....</b>		<b>19</b>
<b>ARTICLE XIX. DISSOLUTION .....</b>		<b>19</b>
19.01	Procedure .....	19
19.02	Winding Up Affairs .....	19
19.03	Distribution of Assets .....	20
<b>ARTICLE XX. AMENDMENT OF BYLAWS AND ARTICLES .....</b>		<b>20</b>
20.01	Amendment of Bylaws .....	20
20.02	Amendment of Articles .....	20

**BYLAWS  
OF  
PLAINS OILSEED PRODUCTS COOPERATIVE, INC.**

**ARTICLE I. APPLICABLE LAW**

Plains Oilseed Products Cooperative, Inc., an Oklahoma corporation (the “Corporation”), is organized under and shall be operated pursuant to the provisions of the Oklahoma Cooperative Marketing Association Act. The provisions of the Oklahoma General Corporation Act shall apply to the Corporation except where such provisions are inconsistent with the express provisions of the Cooperative Marketing Association Act. The Corporation is organized for the mutual benefit of its Members, as producers of Agricultural Products (as Members and Agricultural Products are defined in Section 4.01), in which the return on the stock or membership capital is limited to an amount not to exceed eight percent (8%) per year, and which during any fiscal year does not deal with non-Members’ products to an amount greater in value than Members’ products.

**ARTICLE II. PURPOSES**

The purposes of the Corporation are those stated in its Articles of Incorporation.

**ARTICLE III. OFFICE AND REGISTERED AGENT**

The principal business office of the Corporation in the State of Oklahoma shall be located at 800 N. Harvey, Oklahoma City, Oklahoma 73102. The registered agent of the Corporation at that location is Terry Detrick. The Corporation may change its principal or registered office and registered agent, and may have other offices or registered agents, either within or without the State of Oklahoma, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

**ARTICLE IV. MEMBERSHIP**

**SECTION 4.01 Membership Eligibility.** A “Member” of the Corporation shall mean a holder of Common Stock of the Corporation. The Corporation may admit as Members and issue Common Stock only to cooperative associations and/or Persons engaged in the production of Agricultural Products to be handled by or through the Corporation, including the lessees and tenants of land used for the production of Agricultural Products and any lessors and landlords who receive as rent all or part of the crop raised on the leased premises. For purposes of these Bylaws: (i) “Person” includes individuals, partnerships, firms, corporations, associations, trusts, estates, limited liability companies, and any other legal entities recognized to do business in Oklahoma; and (ii) “Agricultural Products” includes canola, soybeans, sunflowers and other oil producing agricultural products.

**SECTION 4.02 Membership of the Corporation.** The Corporation may become a Member or stockholder of any other cooperative association organized in Oklahoma or any other state.

**SECTION 4.03 Member Liability.** Except for debts lawfully contracted between a Member and the Corporation, no Member shall be liable for the debts of the Corporation to any amount exceeding the sum remaining unpaid on the subscription to membership of the Member.

**SECTION 4.04 Classification of Members.** The Corporation shall have one class of Members. All Members owning shares of Common Stock shall have the same rights and obligations.

**SECTION 4.05 Membership Qualifications.** A Person may become a Member of the Corporation by:

- (a) complying with membership conditions as may be prescribed by the Board of Directors from time to time;
- (b) executing a membership contract, if required by the Board of Directors; and
- (c) making full payment for each share of Common Stock owned by the Member.

**SECTION 4.06 Membership Application.** An applicant eligible for and desiring admission to membership in the Corporation shall submit a written application for membership on the form prescribed by the Board of Directors.

**SECTION 4.07 Acceptance of Members.** Applications for membership shall be reviewed by the Board of Directors or a membership committee duly authorized to admit Members. The applicant shall be notified in writing within thirty (30) days of the Corporation's receipt of the application of the applicant's membership status. If accepted, the applicant shall be admitted to membership and shall be allowed to vote and hold office, subject to meeting all membership conditions and qualifications. If rejected, the applicant shall be entitled to a refund of any amounts paid for Common Stock. The Board of Directors reserves the right to refuse membership to any Person in its sole discretion.

**SECTION 4.08 Information Provided to Prospective Members.** Each prospective Member, upon application for membership, shall receive a copy of the Articles of Incorporation, Bylaws, notification of the Bylaws requiring tax consent, and any other documents as the Board of Directors may determine from time to time.

**SECTION 4.09 Tax Consent.** Each Person who is accepted to membership in the Corporation shall, by that act alone, have consented to include in his, her or its gross income for federal income tax purposes the amount of any Patronage Refund paid to him, her or it by the Corporation in money or by Written Notice of Allocation (as defined in Section 10.05 and the Code), except to the extent that the Patronage Refund is not income to the Member because (i) it is attributable to the purchase of personal, living or family items, or (ii) it should properly be treated as an adjustment to the tax basis of property previously purchased. The term "Patronage Refund", as used in these Bylaws, is intended to have the same meaning as the term "patronage dividend", as used in the Code.

The Corporation shall provide notification of the Bylaws requiring tax consent and obtain new written consent to these Bylaws from its Members when the Corporation is involved in a consolidation, merger, or any similar transaction, prior to the effective date of the transaction.

**SECTION 4.10 Membership Contracts.** Members may be required to execute contracts as a condition of admission to the Corporation, whereby the Members agree to: (i) patronize the facilities created by the Corporation; (ii) sell all or a specified part of their products to or through the Corporation or any facilities created by it; or (iii) buy all or a specified part of their supplies from or through the Corporation or any facilities created by it. If the Members contract a sale to or through the Corporation, the fact that for certain purposes the relation between the Corporation and its Members may be one of agency shall not prevent the passage from the Member to the Corporation of absolute and exclusive title to the products which are the subject matter of the contract. The title shall pass to the Corporation upon delivery of the product or at any other specified time which may be expressly and distinctly agreed upon in the contract, subject to previously existing liens.

In the case of contracts with Members who are natural persons, if the period of the contract exceeds three (3) years, the contracts shall specify a reasonable period in each year during which the Member by giving to the Corporation reasonable notice as may be prescribed in the contract may withdraw and be released from the obligations under the contract, subject to liability already incurred by the Member as a Member of the Corporation. In the absence of a provision for notice or withdrawal in the contract, a Member who is a natural person may withdraw at any time after three (3) years subject to liabilities already incurred.

The Corporation may cause the original of a contract or an authenticated copy of the contract to be filed in the office of the county clerk of the county in which the products described in the contract, or any part of the contract, are or will at some future time be situated. The contracts shall describe the property or services affected, the manner in which they are affected, and the time for which they are affected, and shall state the names and residences of the parties to the contract. Whenever a contract terminates, the Corporation shall, on demand, give to the Member a certificate to that effect. The certificate may be filed with the county clerk.

## **ARTICLE V. MEMBERSHIP MEETINGS**

**SECTION 5.01 Annual Meetings.** An annual meeting of the Members of the Corporation shall be held on the date determined by the Board of Directors for the purpose of electing Directors of the Corporation and for the transaction of any business as may come before the meeting. If the election of Directors shall not be held on the day designated for any annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon as practicable.

**SECTION 5.02 Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the Board of Directors if ten percent (10%) of the Members file a petition stating the specific business to be brought before the Corporation and demand a special meeting at any time. The demand and the notice of the meeting issued pursuant thereto shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

**SECTION 5.03 Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Oklahoma, unless otherwise prescribed by statute, as the place of the meeting for any annual meeting of the Members or for any special meeting of the Members called by the Board of Directors. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the State of Oklahoma, unless otherwise prescribed by statute, as the place for the holding of the meeting. If no designation is made, the place of the meeting shall be the principal office of the Corporation in the State of Oklahoma.

**SECTION 5.04. Notice of Meeting.** Written notice shall be delivered not less than ten (10), nor more than sixty (60), days before the date of the meeting, either personally or by mail; provided, however, if the purpose of the meeting is to vote on a merger, a consolidation, or the sale, lease or exchange of all, or substantially all, of the Corporation's property and assets, written notice shall be delivered at least twenty (20) days before the date of the meeting. The notice to each Member of record entitled to vote at the meeting, shall set forth the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, whether it is being issued by or at the direction of the President, or the Secretary, or the persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the Member at its address as it appears on the stock transfer books of the Corporation, or if the Member shall have filed with the Secretary a written request that notices be mailed to another address, then directed to that address. The Corporation may give notice of any regular or special meeting by publication in a newspaper, or other periodical of general circulation among the Members. If the date, hour and place of the new meeting are announced at the original meeting, no written notice of the new meeting need be given. However, if the Board of Directors shall fix a new record date for the new meeting after the original meeting if the new meeting is more than thirty (30) days after the original meeting, written notice of the date, hour and place of the new meeting shall be given in conformity with this Section 5.04.

**SECTION 5.05 Closing of Transfer Books.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or the Members entitled to receive payment of any dividend, or in order to make a determination of the Members for any other proper purpose, the Board of Directors may provide that the stock transfer books be closed for a stated period, but not less than ten (10) days, nor more than sixty (60) days, before the date of the meeting, nor more than sixty (60) days prior to any other action. If the stock transfer books are not closed for the determination of the Members entitled to notice of or to vote at a meeting of the Members, or the Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for the determination of the Members. When a determination of the Members entitled to vote at any meeting of the Members has been made, as provided in this Section 5.05, that determination shall apply to any adjournment thereof, except when a transfer of stock to a new holder has been entered on the transfer books of the Corporation after the original meeting was adjourned and at least ten (10) days before the date of the adjourned meeting.

**SECTION 5.06 Voting Lists.** The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete list of the Members entitled to vote at each meeting of the Members, or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. The list shall be prepared and made available for inspection by any Member, for any purpose related to the meeting, at least ten (10) days before each meeting of the Members, during ordinary business hours, either at a place within the city where the meeting is to be held, and which place shall be specified in the notice of the meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept open at the time and place of the meeting, and shall be subject to the inspection of any Member during the entire meeting for the purposes thereof.

**SECTION 5.07 Quorum.** The lesser of fifty (50) Members or Members holding ten percent (10%) of the Common Stock shall constitute a quorum at any meeting of the Members. When a quorum is present, the affirmative vote of a majority of the Members present at the meeting and entitled to vote shall be required, unless provided otherwise by these Bylaws or the Cooperative Marketing Act. If less than a quorum is present, a majority of the Members in attendance may adjourn the meeting from time to time without further notice, except as required by Section 5.04. At the adjourned meeting at which a quorum shall be present or represented, any business may be

transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the Members required to constitute a quorum.

**SECTION 5.08 Voting of Shares.** Each Member shall be entitled to one (1) vote, and no more irrespective of the number of shares owned or patronage, upon each matter submitted to a vote at a meeting of the Members.

**SECTION 5.09 Voting of Shares by Certain Holders.** Shares of Common Stock outstanding in the name of another corporation or entity may be voted by the officer, manager, general partner, or agent as the governing documents of that entity may prescribe, or, in the absence of that provision, as the governing board of that entity may determine.

Shares of Common Stock held by an administrator, executor, guardian or conservator may be voted by that person without a transfer of the shares into that person's name. Shares of Common Stock standing in the name of a trustee may be voted by the trustee, without a transfer of the shares into the trustee's name.

Shares of Common Stock outstanding in the name of a receiver may be voted by that receiver, and shares held by or under the control of a receiver may be voted by that receiver, without the transfer thereof into the receiver's name, if authority be contained in an appropriate order of the court by which the receiver was appointed.

A Member whose shares of Common Stock are pledged shall be entitled to vote the shares unless and until the shares have been transferred into the name of the pledgee or, in the transfer by the pledgor on the books of the Corporation, if the Member has expressly empowered the pledgee to vote thereon, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of Common Stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

**SECTION 5.10 Action by Members Without a Meeting.** Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares of Common Stock entitled to vote with respect to the subject matter thereof having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all the Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action by the Members without a meeting, by less than unanimous written consent, shall be given to those Members who have not consented in writing.

## **ARTICLE VI. TERMINATION OF MEMBERSHIP**

**SECTION 6.01 Voluntary Withdrawal.** A Member shall have the right to withdraw from the Corporation and terminate his, her or its membership by filing a written notice of withdrawal with the Secretary of the Corporation.

**SECTION 6.02 Death.** Upon the death of a Member and the deceased Member's estate ceasing to belong to the class of Persons eligible for membership in the Corporation, the deceased Member's estate shall be entitled to receive from the Corporation, within three (3) years after the

latter of the Member's death or the Member ceasing to be a Member, the value of the membership interest in the Corporation subject to the conclusive appraisal by the Board of Directors. If the Corporation approves the Member's designation of a transferee of the membership interest pursuant to Section 9.03 of these Bylaws, the Corporation shall be under no obligation to pay the transferor the value of the interest.

**SECTION 6.03 Dissolution.** A membership shall immediately terminate upon the dissolution of a Member that is an organization. That Member shall remain subject to liabilities incurred by the Member as a member of the Corporation.

**SECTION 6.04 Cancellation.** The Board of Directors shall cancel a Member's membership and voting rights if the Member ceases to belong to the class of persons eligible for membership in the Corporation. That Member shall remain subject to liabilities incurred by the Member as a Member of the Corporation.

**SECTION 6.05 Expulsion.** For failure to comply with these Bylaws, rules or regulations of the Corporation, for failure to comply with a membership contract, or for any other justifiable reason in the sole discretion of the Board of Directors, a Member may be expelled from membership in the Corporation by a two-thirds (2/3) vote of all the members of the Board of Directors. Upon expulsion, the rights of the Member shall cease except as provided in Section 6.06 of the Bylaws.

**SECTION 6.06 Settlement of Membership Interest.** If a membership is terminated for any reason under Sections 6.01 through 6.05 of this Article VI, the membership interest of the Member shall be purchased by the Corporation within three (3) years after the termination date. The value of the membership interest in the Corporation shall be subject to the conclusive appraisal by the Board of Directors. The Board of Directors shall have the right to set off any and all indebtedness of the Member owed to the Corporation for purposes of settling the membership interest of the Member.

**SECTION 6.07. Redemption.** If at any time the Board of Directors determines that the financial condition of the Corporation will not be impaired thereby, capital credited to Members' accounts may be redeemed by the Corporation in the sole discretion of the Corporation. The Board of Directors may adopt a uniform policy providing for the redemption of Common Stock and capital credits. The policy for the redemption of Common Stock and capital credits may be based on the year in which the capital was furnished and credited, the age of the Member, a percentage of all outstanding shares or other designated criteria. One share of Common Stock must be retained by the holder in order for the Member to retain his eligibility for membership. If the Corporation elects to redeem capital credited to Members' accounts, the Corporation must, within one (1) year of the date of election pursuant to this Section 6.07, pay the redemption amounts to the Members in cash

## **ARTICLE VII. BOARD OF DIRECTORS**

**SECTION 7.01 General Powers.** Subject to limitations of the Corporation's Articles of Incorporation, these Bylaws and the laws of the State of Oklahoma, as to any action to be authorized or approved by the Members, and subject to the duties of the Directors as prescribed by these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed and conducted by, the Board of Directors. Without prejudice to that general power, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers:

**First:** To select and remove all officers, agents and employees of the Corporation, prescribe powers and duties for them

as may not be inconsistent with law, the Articles of Incorporation or these Bylaws, and fix their compensation.

**Second:** To designate any place within or without the State of Oklahoma for the holding of any Members' meeting or meetings; and to adopt, make and use a corporate seal; and to prescribe the form of certificates of stock, and to alter the form of the seal and of the certificates from time to time, as in their judgment they may deem best, provided the seal and the certificates shall at all times comply with the provisions of law.

**Third:** To authorize the issue of shares of stock of the Corporation from time to time, upon terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital.

**Fourth:** To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

**SECTION 7.02 Number, Qualifications and Term.** The number of Directors of the Corporation shall be not less than five (5) or more than twenty-one (21). Hereafter, within the limits above specified, the number of Directors shall be fixed from time to time by resolution of the Board of Directors or by the Members at the annual or a special meeting of the Members. A Director shall be a Member of the Corporation or officers, directors, or Members of a Member Association. For purposes of these Bylaws, "Association" means any corporation organized pursuant to the Oklahoma Cooperative Marketing Association Act or any similar corporation organized under any general or special act of this or any other state as a cooperative association, for the mutual benefit of its Members, as Agricultural Producers, in which the return on the stock or membership capital is limited to an amount not to exceed eight percent (8%) per year, and which during any fiscal year does not deal with non-members' products to an amount greater in value than members' products. The term of office for Directors shall be three (3) years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until his or her successor shall have been elected and qualified. There is no limit on the number of terms a Director may serve. At the discretion of the Board of Directors, the terms of the Directors may be concurrent or staggered.

**SECTION 7.03 Regular Meetings.** Unless otherwise determined by the Board of Directors, a regular meeting of the Board of Directors shall be held without other notice than these Bylaws on the same date and at the same place as the annual meeting of the Members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

**SECTION 7.04 Special Meetings.** Special meetings of the Board of Directors may be called by, or at the request of, the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

**SECTION 7.05 Notice.** Notice of any special meeting shall be given at least five (5) days previously thereto by written notice mailed to each Director at his or her business address, or forty-

eight (48) hours notice delivered personally, by telephone, facsimile or electronic mail. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

**SECTION 7.06 Quorum.** A majority of the number of Directors fixed by Section 7.02 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than the majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

**SECTION 7.07 Manner of Acting.** The act of the majority of the Directors present at a meeting, at which a quorum is present at the inception of the meeting, shall be the act of the Board of Directors.

**SECTION 7.08 Action Without a Meeting.** Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting, if all the members of the Board of Directors consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors.

**SECTION 7.09 Vacancies and Newly Created Directorships.** Any vacancy or newly created directorship occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**SECTION 7.10 Compensation.** By resolution of the Board, each Director may be paid expenses, if any, for attendance at each meeting of the Board. Directors, as such, shall not receive any stated salaries for their services; however, by resolution of the Board, a Director may receive a fee for services rendered to the Corporation in connection with the business and other affairs of the Corporation. In addition, Directors shall not be precluded from serving the Corporation in any other capacity, such as an officer, and receiving compensation in that capacity.

**SECTION 7.11 Presumption of Assent.** A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have agreed to the action taken, unless his or her dissent is entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to the action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward his or her dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action.

**SECTION 7.12 Participation.** Members of the Board of Directors may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all Directors participating in the meeting can hear one another, and participation in a meeting pursuant to this Section 7.12 shall constitute presence in person at the meeting.

**SECTION 7.13 Committees.** The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to be comprised of at least one Director and may include Members who are not Directors. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the committee to act at the meeting in the place of any such absent or disqualified member.

The Board of Directors shall define in writing the purpose, duties and responsibilities of each committee appointed. No committee shall have the power to act in the name of the Corporation unless, in the written definition of the purpose, duties and responsibilities given to a committee, that action is expressly authorized; provided that, in no event shall a committee have the power or authority to amend the Articles of Incorporation, adopt an agreement of merger or consolidation, sell, lease or exchange of all, or substantially all, of the Corporation's property and assets, dissolve the Corporation, or amend these Bylaws. Any committees created shall, to the extent consistent with this Section 7.13, follow the procedures outlined in this Article VII.

**SECTION 7.14 Resignation; Removal.** Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. Any Director may be removed, with or without cause, by two-thirds (2/3) of the Members then entitled to vote at an election of Directors.

**SECTION 7.15 Chairman of the Board and Vice Chairman.** The Board of Directors shall elect a Chairman who shall preside at all meetings of the Board. The Board of Directors shall also elect a Vice Chairman who shall preside at all meetings of the Board when the Chairman is absent. The Chairman and Vice Chairman may also be officers of the Corporation. The Chairman of the Board shall direct and supervise the function of the Board, and shall stay informed of the general activity of the Corporation.

## **ARTICLE VIII. OFFICERS; EXECUTICE DIRECTOR**

**SECTION 8.01 Number.** The Board of Directors has the authority to elect the officers of the Corporation, including, but not limited to, a President, one or more Vice-Presidents, a Secretary and a Treasurer, and an Executive Director. In addition, the Board of Directors may appoint one or more Assistant Vice-Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and any other officers and agents as may from time to time be deemed necessary in the conduct of the affairs of the Corporation. The offices of Secretary and Treasurer may be held by the same person. Any elections shall be made pursuant to resolutions of the Board of Directors.

**SECTION 8.02 Removal.** Any officer, Executive Director or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but any removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, Executive Director or agent shall not of itself create contract rights.

**SECTION 8.03 Vacancies.** A vacancy in any office or of the Executive Director because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**SECTION 8.04 President.** The Board of Directors shall elect a President of the Corporation. The President shall supervise the carrying out of the policies adopted or approved by the Board of Directors. The President shall be the chief corporate officer for conducting legal responsibilities of the Corporation. The President shall have general executive powers, as well as the specific powers conferred by these Bylaws. The President shall also have and may exercise any further powers and duties as from time to time may be conferred upon, or assigned to, him or her by the Board of Directors.

**SECTION 8.05 Vice-President.** The Board of Directors may elect one or more Vice-Presidents of the Corporation. At least one Vice-President may be a Director of the Corporation. A Vice-President shall have general executive powers, and shall have and may exercise any and all other powers and duties pertaining by law and practice to the office of Vice-President or imposed by these Bylaws. In the absence of the President, or in the event of a

vacancy in that office, the Vice-President shall assume, and exercise, the duties of the President until the President returns or a new President is appointed by the Board of Directors, as the case may be. If more than one Vice-President is elected, the order of succession to the office of President in the absence of the President, or in the event of a vacancy in that office, shall be determined by the Board of Directors at the time of election of the Vice-Presidents. A Vice-President shall also have and may exercise any further powers and duties as from time to time may be conferred upon, or assigned to him or her by the Board of Directors.

**SECTION 8.06 Treasurer.** The Treasurer shall have custody of the funds and securities of the Corporation and see that they are deposited in banks or trust companies as the Board of Directors or the President shall designate. The Treasurer shall have custody of the books of the Corporation and shall see that therein is entered regularly a full and accurate account of all monies received and disbursed by the Corporation, together with other accounts and records as may be required, and render any other reports as the Treasurer may, from time to time, be called upon to do by the Board of Directors or the President.

**SECTION 8.07 Secretary.** The Secretary shall keep minutes of the meetings of the Members, Directors and, when requested, of committees of the Board of Directors. The Secretary shall have custody of the stock ledger of the Corporation, except when placed in the custody of a transfer agent by resolution of the Board of Directors; and shall have custody of the corporate seal and shall have authority to attest and affix the seal to instruments of the Corporation. The Secretary shall perform any other duties as from time to time may be prescribed by the Board of Directors or the President.

**SECTION 8.08 Assistant Vice-Presidents.** The Assistant Vice-Presidents shall perform any duties as shall from time to time be prescribed by the Board of Directors, the Chairman of the Board, the President, or the Vice-President.

**SECTION 8.09 Assistant Treasurers.** The Assistant Treasurers, in the order of their seniority, shall act in the absence of the Treasurer, perform all the duties of the Treasurer, and shall assume those of the Treasurer's minor duties as that officer from time to time shall delegate to them.

**SECTION 8.10 Assistant Secretaries.** The Assistant Secretaries, in the order of their seniority, shall act in the absence of the Secretary, perform all the duties of the Secretary, and shall assume those of the Secretary's minor duties as that officer from time to time shall delegate to them.

**SECTION 8.11 Executive Director.** In its discretion, the Board of Directors, by majority vote, may elect an Executive Director for the Corporation. The Executive Director need not be a Member or an officer, or an employee of the Corporation and shall not be a member of the Board of Directors. The Executive Director shall report to the Board of Directors and shall have and may exercise any powers and duties as from time to time may be conferred upon, or assigned to, him or her by the Board of Directors. The Executive Director may be compensated for his or her services as determined by the Board of Directors.

**SECTION 8.12 Delegation of Duties.** In case of the absence or disability of any officer of the Corporation or of the Executive Director or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may, by vote of a majority of the whole Board, delegate, for the time being, the powers or duties, or any of them, of the officer or the Executive Director to any other officer or Executive Director or to any Director.

**SECTION 8.13 Salaries.** The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving a salary by reason of the fact that he or she is also a Director of the Corporation.

**SECTION 8.14 Surety Bond.** If required by the Board of Directors, the Treasurer, if one is chosen, or if not, the Secretary, shall give the Corporation a bond (which shall be renewed every six (6) years) in a sum and with a surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of the Treasurer, and for the restoration to the Corporation in the case of the Treasurer's (or Secretary's, as the case may be) death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the possession or under the control of the Treasurer (or Secretary, as the case may be) to the Corporation.

## **ARTICLE IX. CAPITAL STOCK**

**SECTION 9.01 Common Stock.** Shares of Common Stock of the Corporation may be issued to Members in exchange for cash paid in an amount as is determined from time to time by the Board of Directors or as otherwise provided in these Bylaws and as stock dividends, Patronage Refunds, or other changes affecting the outstanding shares of Common Stock.

**SECTION 9.02 Stock Certificates.** When a Member has paid the stock subscription in full, the Corporation shall issue a stock certificate to the Member. The Board of Directors may establish a policy of maintaining physical possession of the original stock certificates.

**SECTION 9.03 Transfer of Common Stock.** Common Stock may be transferred by a Member only to other associations or to Persons engaged in the production of Agricultural Products, and who are eligible to hold the Common Stock of the Corporation. However, in order to be binding on the Corporation, potential transfers of Common Stock must first be approved by the Board of Directors, which approval may be withheld in the sole discretion of the Board.

**SECTION 9.04 Preferred Stock.** The Corporation may issue and sell Preferred Stock to Members or non-Members. Holders of Preferred Stock shall not be entitled to vote and they shall not participate, directly or indirectly, in the profits of the Corporation, upon dissolution or otherwise, beyond the fixed dividends. Preferred Stock may be redeemable or retireable by the Corporation on terms and conditions determined by the Board of Directors and printed on the stock certificate evidencing the Preferred Stock.

**SECTION 9.05 Exchange of Preferred Stock.** Whenever the Corporation purchases the stock or any interest in any property of any person, the Corporation may discharge the obligation so incurred, in whole or in part, by exchanging for the acquired interest shares of Preferred Stock to an amount which would equal the fair market value of the stock or interest so purchased as determined by the Board of Directors.

## **ARTICLE X. NET EARNINGS; DISTRIBUTIONS; TAX TREATMENT**

**SECTION 10.01 Net Earnings.** For purposes of these Bylaws "Net Earnings" shall mean the excess of revenues and gains over expenses and losses for the Corporation's fiscal year. Net Earnings shall be determined in accordance with generally accepted accounting principles and shall be computed without regard to any Patronage Refunds, capital allocations, dividends or income taxes.

**SECTION 10.02 Apportionment of Net Earnings.** The Board of Directors, subject to revision by the Members, at any regular or special meeting lawfully called, shall apportion the Net Earnings from time to time at least once in each year.

**SECTION 10.03 Surplus or Reserve Fund.** The apportionment of Net Earnings shall not be made until not less than ten percent (10%) of any undistributed balance accruing since the last apportionment has been set aside in a surplus or reserve fund unless the surplus or reserve funds equal at least one hundred (100%) of the paid up capital stock. The Corporation may accumulate and maintain a reasonable reserve or surplus for any necessary purpose. The Corporation may invest reserves or surplus and incur expenses related to investments; provided, however, the Corporation shall not invest reserves or surplus in a manner that would cause the Corporation to lose its exemption under Section 521 of the Code.

**SECTION 10.04 Capital Stock Dividends.** The Corporation shall limit the dividends paid on its capital stock (“Dividends”) to an amount not greater than eight percent (8%) per year. Dividends shall be allocated ratably among all sources of income. Dividends on capital stock are in addition to amounts otherwise payable to Patrons (as defined in Section 10.05) which are derived from business done with or for Patrons during the taxable year. Dividends may be in the form of shares, in whole or in part, as determined by the Board of Directors.

**SECTION 10.05 Patronage Refunds.** Undistributed balances from any source, in excess of additions to reserves and surplus, shall be distributed on the basis of patronage, that is according to the amount or value, as the Corporation may decide, of the products sold to or through, and/or purchased from or through, the Corporation by its Patrons (“Patronage Refunds”). The term “Patron” includes any Person with whom or for whom the Corporation does business on a cooperative basis, whether a Member or a non-Member, and whether an individual, trust, estate, partnership, company, corporation, or cooperative association.

The distribution of Patronage Refunds shall be made on the same basis for Members and non-Members. Unless otherwise determined by the Board of Directors, the distribution of Patronage Refunds shall be based on earnings determined on a tax (cash) basis, rather than on a book (accrual) basis applying generally accepted accounting principles. The Board of Directors may pay or allocate Patronage Refunds in the form of money, a qualified Written Notice of Allocation, or other property. Each Member shall receive a Qualified Written Notice of Allocation of any non-cash portion of a Patronage Refund. As used in these Bylaws, “Written Notice of Allocation” means any capital stock, revolving fund certificate, retain certificate, certificate of indebtedness, letter of advice or other written notice, which discloses to the recipient the stated dollar amount allocated to him by the Corporation and the portion thereof, if any, which constitutes a Patronage Refund. As used in these Bylaws, a “Qualified Written Notice of Allocation” means a Written Notice of Allocation which may be redeemed in cash at its stated dollar amount at any time within a period beginning on the date the Written Notice of Allocation is paid and ending not earlier than 90 days from that date, but only if the recipient receives written notice of the right of redemption at the time he receives the Written Notice of Allocation and a Written Notice of Allocation which the recipient has consented to take into account at its stated dollar amount as provided in Section 1385(a) of the Code and this Section 10.05. No Patronage Refund paid or allocated pursuant to this Section 10.05 to non-Members may be in the form of Common Stock, in whole or in part. For purposes of a “Qualified Written Notice of Allocation” under Code Regulation Section 1.1388-1(c)(1), at least 20% of a Patronage Refund or payment must be a payment in money or by qualified check.

Each Person who is accepted to membership in the Corporation shall, by that act alone, have consented to include in his, her or its gross income for federal income tax purposes the amount of any Patronage Refund paid to him, her or it by the Corporation in money or by Written Notice of Allocation as required by Section 4.09.

**SECTION 10.06 Non-Member Election.** Any distribution to a non-Member, eligible for membership, may be credited to the non-Member, at its election, until the amount equals the value of

a share of the Corporation's Common Stock. A distribution credited to the account of a non-Member shall revert to the reserve fund to be used for educational purposes if after two (2) years, the amount is less than the value of a share of Common Stock, or in case the person does not accept and exercise membership privileges.

**SECTION 10.07 Tax Treatment.** Notwithstanding anything to the contrary in these Bylaws, Subchapter T of the Code, including Sections 1381 through 1388, and the corresponding regulations, shall apply to determine the tax treatment of the Corporation, including, but not limited to, its taxable income and allowable deductions.

## **ARTICLE XI. FINANCIAL STATEMENT; PERMANENT RECORDS**

**SECTION 11.01 Financial Statement.** At the time of each Dividend apportionment of earnings and at least once in every year, the Directors shall cause to be prepared a financial statement showing: (i) the financial condition of the Corporation at the end of the period to which the Dividend or apportionment relates, in a form as shall fully exhibit the assets and liabilities of the Corporation; and (ii) its earnings, purchases and sales, expenses and outlays, for the period covered by the Dividend or apportionment, in the manner that a good understanding of the condition of the Corporation may be obtained from the financial statement. The Directors shall cause the financial statement to be kept on file with the Secretary, or such other officer as the Directors shall designate. The financial statement may be examined by any Member of the Corporation at all reasonable times.

**SECTION 11.02 Permanent Records.** The Corporation shall maintain permanent records that show the business done by the Corporation both with Members and non-Members and that the Corporation was operating during the taxable year on a cooperative basis in the distribution of Patronage Refunds to all producers, including Members and non-Members.

## **ARTICLE XII. EXEMPTION FROM INCOME TAX**

**SECTION 12.01 Deemed Nonprofit.** Pursuant to the Oklahoma Cooperative Marketing Association Act, the Corporation shall be deemed nonprofit, in that it is not organized to make a profit for itself, nor for its Members, but only for its Members as producers or users of products purchased.

**SECTION 12.02 Exemption from Federal Income Taxes.** The Corporation shall comply with Section 521 of the Code, and the regulations thereunder in order to be considered an organization exempt from income taxes.

**SECTION 12.03 Organization.** The Corporation is a farmers' cooperative that shall be organized and operated on a cooperative basis: (a) for the purpose of marketing the products of Members or other producers, and turning back to them the proceeds of sales, less the necessary marketing expenses, on the basis of either the quantity or the value of the products furnished by them; and possibly (b) for the purpose of purchasing supplies and equipment for the use of Members or other persons, and turning over those supplies and equipment to them at actual cost, plus necessary expenses.

**SECTION 12.04 Dividend Rate; Ownership.** The dividend rate on the capital stock of the Corporation shall be fixed at eight percent (8%), which is the legal rate of interest in Oklahoma, on the value of the consideration for which the stock was issued, and substantially all of that stock (other than nonvoting Preferred Stock, the owners of which are not entitled or permitted to participate, either directly or indirectly, in the profits of the Corporation, upon dissolution or otherwise, beyond the fixed Dividends) shall be owned by producers who market their products or

purchase their supplies and equipment through the Corporation. For purposes of these Bylaws, “substantially all” shall mean at least eighty-five percent (85%).

**SECTION 12.05 Maintaining a Reserve.** The Corporation shall accumulate and maintain the reserve required by Oklahoma law and may accumulate and maintain a reasonable reserve for any necessary purpose.

**SECTION 12.06 Transactions with Non-Members.** The Corporation may market the products of non-Members in an amount the value of which does not exceed the value of the products marketed for Members. The Corporation may purchase supplies and equipment for non-Members in an amount the value of which does not exceed the value of the supplies and equipment purchased for Members, provided the value of the purchases made for Persons who are neither Members nor producers does not exceed fifteen percent (15%) of the value of all its purchases. The Corporation shall not purchase from, or market on behalf of, non-Member nonproducers, except under extraordinary circumstances; provided that transactions with non-Member nonproducers shall not violate applicable law or cause the Corporation to lose its exemption under Section 521 of the Code.

**SECTION 12.07 Taxable Income.** The Corporation shall not have taxable income for its own account other than that reflected in a reserve or surplus fund.

**SECTION 12.08 Equal Treatment of Members and Non-Members.** The Corporation shall treat Members and non-Members equally in all aspects, including, but not limited to, business transactions, allocation of Patronage Refunds, allocation of surplus or reserves, pricing, pooling, payments of sales proceeds, prices of supplies and equipment, and in fees charged for services.

**SECTION 12.09 Allowable Payment Practices.** The Corporation may make payments solely in nonqualified Written Notices of Allocations to Patrons who do not consent as provided in Section 1388 and Regulation 1.1388-1 of the Code, but make payments of twenty percent (20%) in cash and the remainder in Qualified Written Notices of Allocation to those Patrons who do so consent. The Corporation may, for those Patrons who have so consented, make payments of less than five dollars (\$5.00) in nonqualified Written Notices of Allocation while payments of five dollars (\$5.00) or more are made in the form of twenty percent (20%) in cash and the remainder in Qualified Written Notices of Allocation.

### **ARTICLE XIII. EXCEPTION FROM ANTITRUST LAWS**

**SECTION 13.01 Information Sharing.** The Corporation may acquire, exchange, interpret, and disseminate to its Members and others, past, present, and prospective, crop, market, statistical, economic, and other similar information either directly or through an agent created or selected by it or by other associations acting in conjunction with it.

**SECTION 13.02 Advising Members.** The Corporation may advise its Members in respect to the adjustment of their current and prospective production consumption, selling prices and existing or potential surpluses to the end that every market may be served from the most convenient productive areas under a program of orderly marketing that will assure supplies without undue enhancement of prices or the accumulation of undue surpluses.

### **ARTICLE XIV. INDEMNIFICATION; INSURANCE**

**SECTION 14.01 Right to Indemnification.** Each Person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a “proceeding”), by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Director, officer or

Executive Director of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (hereinafter, "Corporate Agent"), whether the basis of such proceeding is alleged action in an official capacity as a Director, officer or Executive Director of the Corporation or Corporate Agent or in any other capacity while serving as a Director, officer, Executive Director or Corporate Agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Oklahoma General Corporation Act (the "Act") as the same exists or may hereafter be amended (but, in the case of any the amendment, only to the extent that the amendment permits the Corporation to provide broader indemnification rights than the Act permitted the Corporation to provide prior to that amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes pursuant to the Employee Retirement Income Security Act of 1974 or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by that person in connection therewith and such indemnification shall continue as to a person who has ceased to be a Director, officer, Executive Director or Corporate Agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 14.02, the Corporation shall indemnify any person seeking indemnification in connection with a proceeding (or part thereof) initiated by that person only if the proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Section shall be a contractual right and shall include the right to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition; provided, however, that, if the Act requires, the payment of expenses incurred by a Director, officer, Executive Director or Corporate Agent in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of the Director, officer, Executive Director or Corporate Agent to repay all amounts so advanced if it shall ultimately be determined that the Director, officer, Executive Director or Corporate Agent is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and other agents of the Corporation with the same scope and effect as the foregoing indemnification of Directors, officers, an Executive Director and Corporate Agents.

**SECTION 14.02 Right of Claimant to Bring Suit.** If a claim under Section 14.01 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to also be paid the expense of prosecuting the claim. It shall be a defense to any action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the Act for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving the defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its Members) to have made a determination prior to the commencement of the action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or Members) that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

**SECTION 14.03 Non-Exclusivity of Rights.** The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article XIV shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, these Bylaws, any agreement, a vote of the Members or disinterested Directors, or otherwise.

**SECTION 14.04 Insurance.** The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, Executive Director, employee or agent of the Corporation or another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify that person against the expense, liability or loss under the Act.

## **ARTICLE XV. CONTRACTS, LOANS, CHECKS, DEPOSITS AND SPECULATION**

**SECTION 15.01 Contracts.** The Board of Directors may authorize any officer or officers, an Executive Director, and any agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and the authority may be general or confined to specific instances.

**SECTION 15.02 Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. The authority may be general or confined to specific instances.

**SECTION 15.03 Checks and Drafts.** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the officer or officers, Executive Director, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**SECTION 15.04 Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in banks, trust companies or other depositories as the Board of Directors may select.

**SECTION 15.05. Speculation.** No officer, Director, Executive Director, Member, agent or employee of the Corporation shall, in the name of the Corporation, deal or trade in futures or options in any grain, commodity, stock, or thing except as may be necessary or proper to hedge actual dealings in specific goods in which the Corporation has an interest, and then only within the guidelines as set forth in the Corporation's risk management (hedging) policy approved by the Board of Directors. Furthermore, no officer, Director, Executive Director, Member, agent or employee shall maintain a personal trading account with the same brokerage firm, if any, used by the Corporation.

## **ARTICLE XVI. FISCAL YEAR**

The fiscal year of the Corporation shall end on June 30, unless otherwise determined by resolution of the Board of Directors.

## **ARTICLE XVII. CORPORATE SEAL**

The corporate seal shall have inscribed thereon the name of the Corporation and shall be in the form as may be approved from time to time by the Board of Directors.

## **ARTICLE XVIII. WAIVER OF NOTICE**

Unless otherwise provided by law, whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of these Bylaws, the Articles of Incorporation, or by statute, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. The attendance of any Member or Director of the Corporation at a meeting without

protesting the lack of notice of the meeting at the beginning of the meeting, shall constitute a waiver of notice by that Member or Director.

## ARTICLE XIX. DISSOLUTION

**SECTION 19.01 Procedure.** If it should be deemed advisable in the judgment of the Board of Directors that the Corporation should be dissolved, the Board of Directors, after the adoption of a resolution to that effect by a majority of the Board of Directors at any meeting called for that purpose, shall cause notice to be mailed to each Member entitled to vote thereon of the adoption of the resolution and of a meeting of the Members to take action upon the resolution. If a majority of the Members holding Common Stock of the Corporation entitled to vote thereon shall vote for the proposed dissolution, a certificate of dissolution shall be filed with the Secretary of State pursuant to the Act. Dissolution of the Corporation may also be authorized without action of the Directors if all the Members entitled to vote thereon shall consent in writing.

**SECTION 19.02 Winding Up Affairs.** The affairs of the Corporation shall be continued for a period of three (3) years from the date of dissolution or for any shorter or longer period as the district court shall in its discretion direct, for the purpose of prosecuting and defending suits, whether civil, criminal or administrative, by or against the Corporation, and to enable the Corporation to settle and close its business, to dispose of and convey its property, to discharge its liabilities, and to distribute any remaining assets, but not for the purpose of continuing the business for which the Corporation was organized.

**SECTION 19.03 Distribution of Assets.** Distribution of any remaining assets shall be made on a patronage basis to all Patrons, both Members and non-Members alike, on the basis of their respective patronage and to those Patrons as shown on the books and records of the Corporation to the extent practicable.

## ARTICLE XX. AMENDMENT OF BYLAWS AND ARTICLES

**SECTION 20.01 Amendment of Bylaws.** The Bylaws may be amended at any regular or special meeting of the Members called for that purpose. An amendment must first be approved by a majority of the Directors and, then adopted by a vote of a majority of the Members present at the meeting.

**SECTION 20.02 Amendment of Articles.** The Articles of Incorporation may be amended at any regular or special meeting called for that purpose. An amendment must first be approved by two-thirds (2/3) of the Directors, and then adopted by a two-thirds (2/3) vote of all Members present at the meeting. Amendments to the Articles of Incorporation, when adopted, shall be filed with the Oklahoma Secretary of State.

The above and foregoing Bylaws of Plains Oilseed Products Cooperative, Inc. were adopted this 13th day of August, 2007.

/s/ Mark Holder, Secretary  
Mark Holder, Secretary

Attest:

/s/ Matt Gard, President

Matt Gard, President

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