

January 2, 2026

Dear Common Stockholder,

We invite you to attend one of our scheduled informational meetings regarding the proposed merger between Sunrise Cooperative, Centerra Co-op, and Mercer Landmark. During these meetings, the Board of Directors and management team of Sunrise will present information about Centerra and Mercer and explain why we believe this merger will create a unified cooperative that is stronger and more relevant than any of us alone.

Enclosed You Will Find:

- The Agreement and Plan of Merger, which includes a new set of Articles and Bylaws.
- A pictorial/descriptive directory of each cooperative.

We will conduct eight informational meetings across our trade territory to ensure every stockholder has an opportunity to attend. Each meeting will present the same information.

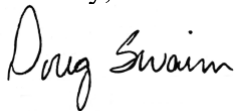
Meeting Dates and Locations:

- Monday, January 19 – 9:00 AM at Ballville Agronomy
- Monday, January 19 – 1:30 PM at Norwalk Agronomy
- Tuesday, January 20 – 1:30 PM at Crestline Agronomy
- Tuesday, January 20 – 6:30 PM at Attica Knights of Columbus Hall
- Monday, January 26 – 9:00 AM at South Charleston Agronomy
- Monday, January 26 – 1:30 PM at Starbuck Agronomy
- Tuesday, January 27 – 1:30 PM at Uniopolis Agronomy & Grain
- Tuesday, January 27 – 6:00 PM at Osgood Community Veterans Center

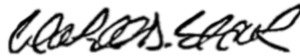
Your Board of Directors is excited to share the opportunities this merger creates for your cooperative. Please mark your calendar and plan to attend one of these important meetings so we can illustrate the bright future we envision as a merged cooperative.

Thank you for your continued support and commitment to Sunrise Cooperative.

Sincerely,



Doug Swaim
Board Chairman



George D. Secor
President/CEO

**Agreement of Merger
among
Centerra Co-op,
Mercer Landmark, Inc.,
and
Sunrise Cooperative, Inc.**

This Agreement of Merger (“Agreement”), dated December 23, 2025, the last date signed below, is entered into between **CENTERRA CO-OP** (“Centerra”), **MERCER LANDMARK, INC.** (“Mercer Landmark”), and **SUNRISE COOPERATIVE, INC.** (“Sunrise”), together, “Constituent Cooperatives”. The Constituent Cooperatives also are referred to individually as “Party” or together as “Parties”.

Background

- A. Centerra is an agricultural cooperative association organized and in good standing under Chapter 1729 of the Ohio Revised Code (the “Ohio Cooperative Law”).
- B. Mercer Landmark is an agricultural cooperative association organized and in good standing under the Ohio Cooperative Law.
- C. Sunrise is an agricultural cooperative association organized and in good standing under the Ohio Cooperative Law.
- D. The Constituent Cooperatives are engaged primarily in the business of marketing grain and furnishing feed, fertilizer, and other agricultural production inputs, supplies and services to their members and patrons.
- E. Through merger, benefits can be provided to members and patrons of the Constituent Cooperatives by purchasing and marketing in larger volumes, providing modern equipment and services, avoiding duplication of effort and investment, and, in general, effecting greater economy and efficiency in a manner that provides sustainable and direct benefits to members’ own enterprises and to the communities in which they are located.
- F. The boards of directors of Centerra, Mercer Landmark, and Sunrise (“Boards”) consider merger to be in the best interests of their respective members and shareholders, have approved this Agreement of Merger (“Agreement”), and have directed that this Agreement and the merger described be submitted to the members of Centerra, Mercer Landmark, and Sunrise for approval.

Therefore, be it resolved that Centerra, Mercer Landmark, and Sunrise agree to the following:

Article 1

Merger

1.1 Statutory Merger. Centerra and Mercer Landmark will be merged with and into Sunrise, with Centerra and Mercer Landmark being the “Merging Associations” and Sunrise being the “Surviving Association” in a statutory merger pursuant to the Ohio Cooperative Law. The initial Board of the Surviving Association shall determine the Surviving Association’s name. The Surviving Cooperative shall maintain its status as an entity organized under the Ohio Cooperative Law, and the identities of Centerra and Mercer Landmark will be merged with and into the Surviving Association when the merger becomes effective.

1.2 Member Vote. Each Constituent Cooperative shall submit this Agreement to its eligible voting members for adoption. The Boards of the Constituent Cooperatives shall recommend that the members of their respective associations vote for this Agreement, and they will attempt in good faith to secure adoption of this Agreement by the members.

1.3 Failure of One Cooperative to Approve Merger. If Sunrise’s members do not approve the merger, the merger will not take place. Centerra will not join in the merger unless all three Constituent Cooperatives’ members approve. Mercer Landmark will merge with Sunrise if Mercer Landmark’s members and Sunrise’s members approve but Centerra’s members do not approve.

Article 2

Effective Date of Merger

The merger will become effective at the later of the date of filing the Certificate of Merger with the Ohio Secretary of State or September 1, 2026, at 12:01 a.m. EDT (“Effective Date”), provided that:

(i) The U.S. Department of Justice and the Federal Trade Commission have consented to the merger pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (“HSR Act”). If the agencies choose to investigate the proposed merger, the Boards of the Constituent Cooperatives approving the merger shall choose a new Effective Date as soon as possible following receipt of consent from federal antitrust authorities;

(ii) This Agreement has been adopted by the members of either (x) all three Constituent Cooperatives or (y) Sunrise and Mercer Landmark in accordance with the Ohio Cooperative Law and not abandoned or otherwise terminated as provided in this Agreement; and

(iii) A Certificate of Merger has been filed with the Ohio Secretary of State, as provided by Ohio Cooperative Law, and necessary registrations and merger plans are filed with the secretaries of state in states where the Constituent Cooperatives approving the merger do business.

Article 3

Articles of Incorporation, Bylaws

3.1 Articles of Incorporation. On the Effective Date, the Sunrise Articles of Incorporation will be amended and restated as set forth in Exhibit A attached to this Agreement. These Articles of Incorporation, as amended, will be the Articles of Incorporation of the surviving association.

3.2 Bylaws. On the Effective Date, the Sunrise Bylaws will be amended and restated as set forth in Exhibit B attached to this Agreement. These Bylaws, as amended, will be the Bylaws of the Surviving Association.

3.3 Amended and Restated Articles and Bylaws. Centerra, Mercer Landmark, and Sunrise shall submit the Amended and Restated Articles of Incorporation and Bylaws (as set forth in Exhibit A and Exhibit B) to their members for adoption as part of the adoption of this Agreement.

Article 4

Exchange of Stock and Capital Credits

4.1 Determination of Stock to be Exchanged and Issued by Surviving Association. An independent auditor shall determine the number of shares of each class of capital stock and the amount of other equity interests that are allocated, issued and outstanding in each Constituent Cooperative as of the Effective Date.

4.2 Exchange of Centerra Stock and Capital Credits. On the Effective Date, shares of capital stock and Capital Credits that are allocated, issued, and outstanding from Centerra will be exchanged for shares of capital stock and Capital Credits of the Surviving Association as follows, and as illustrated in Exhibit C:

4.2.1 Membership in the Surviving Association.

(a) Centerra Members. In the case of each Centerra Common shareholder who is eligible to be a member of the Surviving Association and who is not already a member of Sunrise on the Effective Date, one share of the shareholder's Centerra Common stock (\$100 par value) will be exchanged for one share of the Surviving Association's Common A stock (\$100 par value). The shareholder will become a member of the Surviving Association, subject to the terms of eligibility and conditions of membership set forth or referred to in the Surviving Association's Amended and Restated Articles and Bylaws (Exhibit A and Exhibit B).

(b) Common Stock. Each share of Centerra Common stock held by a shareholder who is also a member of Sunrise will be redeemed for par value.

4.2.2 Exchange of Remaining Centerra Capital Stock and Capital Credits. After the exchange of Centerra Common stock for Surviving Association Common A stock as provided in 4.2.1, the Centerra capital stock, Capital Credits, and all other equity interests allocated, issued and outstanding will be exchanged for capital stock and Capital Credits in the Surviving Association as follows:

(a) Class B Preferred Stock. Each share of Centerra B Preferred stock issued and outstanding (\$10 par value) and \$40 in cash, Capital Credits, or from a future patronage refund will be exchanged for one share of the Surviving Association's A Preferred stock (\$50 par value).

(b) Preferred Stock. No Preferred stock is issued and outstanding.

(c) Capital Credits. All Capital Credits and other allocated equity interests issued and outstanding from Centerra will be exchanged for Surviving Association Capital Credits with stated value equal to the Stated Value of the Centerra Capital Credits.

(d) Unallocated Capital Reserve. Centerra's unallocated Capital Reserve, any forfeitable amounts of capital stock and Capital Credits, and any other unallocated surplus or general capital reserve will become part of the unallocated Capital Reserve of the Surviving Association.

4.3 Exchange of Mercer Landmark Stock and Capital Credits. On the Effective Date, shares of capital stock and Capital Credits that are allocated, issued, and outstanding from Mercer Landmark will be exchanged for shares of capital stock and Capital Credits of the Surviving Association as follows, and as illustrated in Exhibit C:

4.3.1 Membership in the Surviving Association.

(a) Mercer Landmark Members. Each Mercer Landmark Common shareholder who is eligible to be a member of the Surviving Association and who is not already a member of Sunrise on the Effective Date, will exchange one share of the shareholder's Mercer Landmark Common stock (\$10 par value) and \$90 in cash, Capital Credits, or from a future patronage refund for one share of the Surviving Association's Common stock (\$100 par value). The shareholder will become a member of the Surviving Association, subject to the terms of eligibility and conditions of membership set forth or referred to in the Surviving Association's Amended and Restated Articles and Bylaws (Exhibit A and Exhibit B).

(b) Common Stock. Each share of Mercer Landmark Common stock held by a shareholder who is also a member of Sunrise will be redeemed for par value.

4.3.2 Exchange of Remaining Mercer Landmark Capital Stock and Capital Credits. After the exchange of Mercer Landmark Common stock for Surviving Association Common A stock as provided in 4.3.1, the Mercer Landmark capital stock, Capital Credits, and all other equity interests allocated, issued and outstanding will be exchanged for capital stock and Capital Credits in the Surviving Association as follows:

(a) Preferred Stock. Each share of Mercer Landmark Preferred stock (\$50 par value) issued and outstanding will be redeemed for par value prior to the Effective Date.

(b) Class A Preferred Stock. No Class A Preferred Stock is issued and outstanding.

(c) Class B Preferred Stock. Each share of Mercer Landmark B Preferred stock issued and outstanding (\$10 par value) and \$40 in cash, Capital Credits, or from a future patronage refund will be exchanged for one share of the Surviving Association's A Preferred stock (\$50 par value).

(d) Class C Preferred Stock. Each share of Mercer Landmark Class C Preferred stock (\$100 par value) issued and outstanding will be redeemed for par value prior to the Effective Date.

(e) Capital Credits. All Capital Credits and other allocated equity interests issued and outstanding from Mercer Landmark will be exchanged for Surviving Association Capital Credits with stated value equal to the Stated Value of the Centerra Capital Credits.

(f) Unallocated Capital Reserve. Mercer Landmark's unallocated Capital Reserve, any forfeitable amounts of capital stock and Capital Credits, and any other unallocated surplus or general capital reserve will become part of the unallocated Capital Reserve of the Surviving Association.

4.4 Sunrise Stock and Capital Credits.

4.4.1 Membership in the Surviving Association. Each member of Sunrise who is eligible to be a member of the Surviving Association will continue to be a member, subject to the terms of eligibility and conditions of Membership set forth or referred to in the Surviving Association's Amended and Restated Articles and Bylaws (Exhibit A and Exhibit B).

4.4.2 Exchange of Remaining Stock and Capital Credits. All other capital stock and Capital Credits issued and outstanding from Sunrise on the Effective Date will remain issued and outstanding from the Surviving Association with the classification, express terms, and restrictions, as provided in the Surviving Association's Amended and Restated Articles and Bylaws.

4.5 Continuation or Cancellation of Old Certificates, Evidence of Capital Credits. All issued and outstanding certificates for Centerra and Mercer Landmark capital stock and Capital Credits to be exchanged pursuant to this Agreement will be canceled and will be void at the Effective Date. The Surviving Association will issue new stock certificates to the shareholders, which will replace and supersede all Common and Preferred shares issued by the Constituent Cooperatives prior to the Effective Date. Capital stock will be credited without certificates on the records of the Surviving Association for the account of each respective holder without the necessity of retrieving any canceled Centerra, Mercer Landmark, and Sunrise certificates. Capital Credits will be credited without certificates on the records of the Surviving Association for the Account of each respective holder without the necessity of retrieving any canceled certificates.

Article 5
Effect of Merger

5.1 Merger of Rights and Obligations. At the Effective Date, all rights, powers and franchises, and all property of Centerra, and all debts and other obligations of Centerra and Mercer Landmark on whatever account, and all other things in action or belonging to Centerra will thereafter be the property of the Surviving Association, as they were of Centerra and Mercer Landmark. The title to any property that is vested by deed or otherwise in Centerra and Mercer Landmark will not revert or be impaired by reason of the merger. The Surviving Association shall be liable for all liabilities and obligations of Centerra and Mercer Landmark from and after the Effective Date, and all such liabilities and obligations will attach to the Surviving Association and may be enforced against it to the same extent as if they had been incurred or contracted by it. No liability or obligation in existence at the Effective Date (whether due or to become due thereafter), or any claim or demand for any cause then existing against either of the Constituent Cooperatives, will be released or impaired by the merger, and all rights of creditors and all liens upon property of either of the Constituent Cooperatives will be preserved unimpaired.

5.2 Tax-Free Reorganization. At the Effective Date, the assets, liabilities, and all other records of the business operation of Centerra and Mercer Landmark will be taken up on the records and financial statements of the Surviving Association at the same amounts shown in the audited financial statements and records of Centerra and Mercer Landmark as of the Effective Date. The merger prescribed in this Agreement is intended to be a “statutory merger” as referred to in Section 368(a)(1)(A) of the Internal Revenue Code and will be achieved in such manner as to qualify the transaction for non-recognition of gain or loss for federal income tax purposes as provided in Section 361 of the Code.

5.3 Post-Merger Confirmation. From time to time, as and when requested by the Surviving Association or by its successors or assigns, Centerra and Mercer Landmark shall execute and deliver deeds and other instruments and take all further actions as the Surviving Association or its successors or assigns deem necessary or desirable to vest in and confirm to the Surviving Association, and its successors or assigns, title to and possession of the property, rights, powers, and franchises referred to in 5.1 and to carry out the intent and purposes of this Agreement.

Article 6
Representations and Warranties

6.1 Each Constituent Cooperative represents and warrants to the others that:

6.1.1 Corporate Status. The recitals made in this Agreement with respect to corporate organization, existence and good standing, and the approval of this Agreement by the Board is true; that it has the corporate power to own or lease its properties and to carry on its business as now conducted, and is qualified to do business and is in good standing in each jurisdiction where its properties and business require such qualification; and complete and correct copies of its Articles of Incorporation and Bylaws, as amended, have been delivered to the other Constituent Cooperatives.

6.1.2 Audit Report and Financial Condition. The reports of audit of financial statements (the “Audit Report”) as of August 31, 2025, have been delivered to the other Constituent Cooperatives, and the Audit Report presents its financial condition fairly; no material adverse change in its financial condition has occurred from the date of the Audit Report to the date of this Agreement; and no material adverse change in its financial condition is foreseen from the Date of this Agreement to the Effective Date, except as may be incurred in the ordinary course of its business.

6.1.3 No Conflict. The execution and delivery of this Agreement, and consummation of the transactions contemplated in it, will not conflict with, or result in a breach or default under its Articles of Incorporation or Bylaws, or any material agreement, instrument, charge or order to which it is a Party or by which it is bound.

6.2 Title to Assets. Except as disclosed in the Audit Report, each Constituent Cooperative represents and warrants to the others that it has good and marketable title in fee simple to all property and interests in property reflected in the Audit Report and owns outright, and to the extent capable of possession, is in possession of all assets reflected in the Audit Report, and all assets thereafter acquired, except to the extent disposed of for fair value in the ordinary course of its business. Such properties are subject to no liens or encumbrances of any kind except: (i) liens for taxes not yet due and payable or being contested in good faith; (ii) liens or other encumbrances referred to and accounted for in the Audit Report; and (iii) defects in title that are not substantial in character, amount or extent, do not materially detract from the value, or interfere with the present or proposed use of the assets effected thereby, or do not otherwise materially impair its business operations.

6.3 Claims and Obligations. Except as disclosed and fully reserved for in the Audit Report, or as otherwise disclosed to the other Constituent Cooperatives in writing before the date of this Agreement, each Constituent Cooperative represents and warrants to the other that it has no liability or obligation, whether absolute, contingent, or threatened, that individually or in the aggregate could materially and adversely affect its business, assets, operations, or financial condition. Each Constituent Cooperative further represents and warrants to the others that, except as disclosed in its Audit Report or otherwise in writing before the date of this Agreement:

6.3.1 It is not a party to any litigation, arbitration, or governmental audit, investigation or administrative proceeding; it has not received notice of violation, assessment or penalty from any governmental authority; it has not received written notice or threat that any such action may occur in the future; and it knows of no cause for any such action;

6.3.2 It has no liability for unfunded obligations under employee benefit plans or arrangements;

6.3.3 It has no liability for past due federal, state, local, or foreign taxes or assessments with regard to a potential state tax liability;

6.3.4 It has no liability for violation of any state or federal laws for the protection of the environment or human health or safety;

6.3.5 It has no liability for violation of any state or federal labor, employment, wages and hours, or discrimination law; and

6.3.6 It has no liability for violation of any other local, state or federal law, regulation or ordinance.

6.4 No Capital Distributions or Encumbrances. No Constituent Cooperative shall declare any dividend or allocate and distribute any patronage refund, or redeem or distribute capital, except in manner and form consistent with distributions made in prior years and as agreed in Article 4, unless agreed to by the Constituent Cooperatives as a prior condition to the merger. No Constituent Cooperative will amend its Articles of Incorporation or Bylaws or make any material commitments (contractual or otherwise) outside the ordinary course of business, or sell, mortgage, lease, or pledge any of its assets, without written consent from the other Constituent Cooperatives.

6.5 Duty to Disclose. Each Constituent Cooperative shall promptly disclose to the other Constituent Cooperatives in writing any event or situation that has caused, or is likely to cause, the above representations to become untrue, and it will promptly disclose any material adverse change in its assets, financial condition, or exposure to risk of loss or liability.

6.6 Conduct of Business. Between the date this Agreement is executed and the Effective Date of the merger, except as otherwise expressly permitted by this Agreement, as may be required by applicable law, or as consented to in writing by the other Constituent Cooperatives (consent not to be unreasonably withheld), each Constituent Cooperative shall carry on its business in the ordinary course.

6.7 Cooperation. Each Constituent Cooperative shall, as promptly as possible, (a) make, or cause to be made, all filings and submissions reasonably required under any law applicable to the Constituent Cooperative or any of its affiliates; and (ii) use commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders, and approvals from all governmental authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the other transaction documents. Each Constituent Cooperative shall cooperate fully with the other Constituent Cooperatives and their affiliates in promptly seeking to obtain all consents, authorizations, orders, and approvals. No Constituent Cooperative shall willfully take any action that will have the effect of delaying, impairing, or impeding the receipt of any required consents, authorizations, orders, and approvals.

6.8 Continuing Obligation, Cause for Termination. The representations and warranties of each Constituent Cooperative and the obligation of each Constituent Cooperative to disclose and forebear from acts as provided in this Article 6 are a continuing obligation. Any material breach of this obligation prior to the Effective Date will be cause for the Boards of the non-breaching Constituent Cooperative to terminate this Agreement and abandon the contemplated merger.

Article 7

Board of Directors

At the Effective Date and for the two years immediately following the merger, the initial board of directors (“Initial Board”) of the Surviving Association will consist of 12 elected directors, 6 from the Sunrise trade area, 3 from the Mercer Landmark trade area, and 3 from the Centerra trade area. If members from only Sunrise and Mercer Landmark approve the merger, the Initial Board will consist of 8 elected directors from the Sunrise trade area and 4 elected directors from the Mercer Landmark trade area.

Article 8

Conditions Precedent

8.1 Conditions Precedent to Each Party's Obligations. The respective obligations of each Party to consummate the merger is subject to the satisfaction or (to the extent permitted by law) waiver on or prior to the Effective Date of the following conditions:

8.1.1 Member Approval. Each Party shall have obtained the affirmative vote or approval of its members and, if legally necessary, the holders of any class or series of the Party's capital stock required to approve the Merger, the Articles, and the Bylaws under the Party's organizational and governing documents and applicable law.

8.1.2 Federal Antitrust Approval. All necessary and proper steps have been taken to comply with the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, so that the transactions contemplated by this Agreement may be consummated.

8.1.3 No Legal Prohibition or Injunction. Other than the HSR Act provided for in Section 8.1.2, no law exists or has been enacted or promulgated by any governmental authority that would prohibit the consummation of the merger, and no Party is prohibited by any order, ruling, consent, decree, judgment, or injunction of any court, judicial authority, or other governmental authority from consummating the merger and related transactions.

8.2 Conditions Precedent to Merging Cooperatives' Obligations. The obligation of the Centerra and Mercer Landmark to consummate the merger and related transactions is subject to satisfaction or (to the extent permitted by law) waiver on or prior to the Effective Date of the following conditions:

8.2.1 Accuracy of Representations and Warranties. The representations and warranties of Sunrise contained in this Agreement and the other transaction documents are materially true and correct in all respects with the same force and effect as though made on and as of the Effective Date.

8.2.2 Performance of Covenants; Effective Date Deliveries. Sunrise shall have materially performed and complied with all covenants and agreements required by this Agreement and the other transaction documents to be performed or complied with by Sunrise on or prior to the Effective Date.

8.3 Conditions Precedent to Sunrise' Obligations. The obligation of Sunrise to consummate the transactions is subject to satisfaction or (to the extent permitted by law) waiver on or prior to the Effective Date of the following conditions:

8.3.1 Accuracy of Representations and Warranties. The representations and warranties of Centerra and Mercer Landmark contained in this Agreement and the other transaction documents are materially true and correct in all respects as of the Effective Date with the same force and effect as though made on and as of the Effective Date.

8.3.2 Performance of Covenants; Effective Date Deliveries. Centerra and Mercer Landmark shall have materially performed and complied with all covenants and agreements required by this Agreement and the other transaction documents to be performed or complied with by Centerra and Mercer Landmark on or prior to the Effective Date.

Article 9

Miscellaneous

9.1 Non-Survival of Representations and Warranties; Limited Remedy. All the representations and warranties contained in Article 6 of this Agreement and all covenants contained in this Agreement to the extent they relate to performance prior to the Effective Date will terminate as of the Effective Date and will not survive the Merger. No Party has the right to bring any claim, and no Party has any liability after the Effective Date with respect to the representations or warranties contained in Article 6 of this Agreement or any covenants to the extent they relate to performance prior to the Effective Date. If any Constituent Cooperative breaches its representations or warranties under this Agreement, or if any of the representations or warranties become inaccurate, the other Constituent Cooperatives' sole and exclusive remedy prior to Effective Date will be to terminate this Agreement.

9.2 Transfer Taxes. Except as otherwise expressly provided in this Agreement, Sunrise, on the one hand, and Centerra and Mercer Landmark, on the other hand, shall each pay an equal share of all transfer taxes, if any, payable by either Party in connection with the transactions.

9.3 Expenses. Except as provided in this Agreement, each Party is responsible for its share of costs and expenses incurred in connection with the preparation and execution of this Agreement and the other transaction documents.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, including via facsimile or other electronic reproduction, each of which will be considered an original counterpart and will become a binding agreement when each Party executes one counterpart and delivers it to the other Parties.

9.5 Exhibits. The attached exhibits will be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim in this Agreement.

9.6 Applicable Law. The terms and conditions of this Agreement and the Parties' conduct will be governed, construed, interpreted, and enforced in accordance with the domestic

laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

9.7 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and lawful assigns. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

9.8 Modification. This Agreement cannot be amended or modified except in a writing signed by all Parties.

9.9 Waiver. A Party shall not waive any provision of this Agreement unless the waiver is in a writing signed by a duly authorized representative of the Party against whom the waiver is sought to be enforced. A waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party will not be construed as or constitute a continuing waiver of the provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

9.10 Severability. The Parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible each provision of this Agreement will be interpreted to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of the provision and this Agreement will remain in full force and effect, with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

9.11 Entire Agreement. This Agreement and a separate Supplemental Agreement between the boards of the Constituent Cooperatives constitute the entire agreement between the Parties with respect to the merger contemplated in this Agreement. The provisions of this Agreement and the Supplemental Agreement supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the Parties with respect to the contemplated merger.

9.12 Notices. All notices and demands required or permitted by this Agreement will be in writing. All notices, demands, and payments required or permitted by this Agreement will be deemed properly made (a) upon personal delivery or (b) upon deposit in the United States mail, registered or certified mail, or with a recognized overnight courier, postage prepaid, addressed to the addresses provided below or such other relevant address as may be specified in writing by the relevant Party. A courtesy copy may be sent via email. The sender is responsible for proof of sending any notice, demand, or payment.

Attn.: Jean Bratton
Centerra Co-op
813 Clark Ave.
Ashland, OH 44805
Email: jbratton@centerracoop.com

Attn.: George Secor
Sunrise Cooperative, Inc.
PO Box 870
Fremont, OH 43420
Email: georgesecor@sunriseco-op.com

Attn.: Heath Barnes
Mercer Landmark, Inc.
P.O. Box 328
Celina, OH 45822-0328
Email: heathb@mercerlandmark.com

9.13 Headings. The headings are used for the convenience of the Parties and are not to be used in construing this Agreement.

Each of the Constituent Cooperatives' Boards approved this Agreement on the date last signed by its directors. The final date of signing is the date of this Agreement.

[This space intentionally left blank. Signature page follows.]

Agreement of Merger

CENTERRA CO-OP
BOARD OF DIRECTORS

Steve Babcock
Steve Babcock Date

Chris Bullard
Chris Bullard Date

Brian Cadnum 12-22-2025
Brian Cadnum Date

Adele Flynn 12-22-25
Adele Flynn Date

Matt Gill 12-22-2025
Matt Gill Date

De Hult 12-22-2025
De Hult Date

Ken Kuhns 12-22-2025
Ken Kuhns Date

John Shymanski
John Shymanski Date

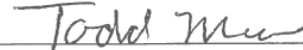
Jim Steiner 12-22-25
Jim Steiner Date

Kevin Troyer 12-22-25
Kevin Troyer Date

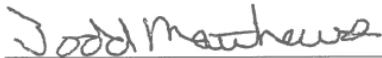
MERCER LANDMARK, INC.
BOARD OF DIRECTORS



Ken Stammen, Chairman



Todd Morris, Secretary



Todd Matthews, Vice Chairman



Heath Barnes, President/CEO



Steve Sukup, Director



Mark Houts, Director



Dave Mescher, Director

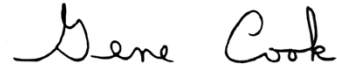


Aaron McOmber, Director

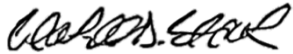
SUNRISE COOPERATIVE, INC.
BOARD OF DIRECTORS



Doug Swaim, Chairman



Gene Cook, Secretary



George D. Secor, President/CEO

Exhibit A

Amended and Restated
Articles of Incorporation
of
[Name to be Determined]
(The “Association”)

Article 1

Name

The name of the Association is [to be determined].

Article 2

Principal Place of Business

[To be determined.]

Article 3

Purpose, Powers

3.1 Purpose. The purpose of the Association is to associate producers and others to provide them economic benefit through joint action in procuring supplies, services, and equipment and in marketing products they produce. The primary purposes of the Association and the general nature of its business are to market grain, procure crop and livestock production inputs, distribute petroleum fuels, and provide related services, supplies and equipment for its Members and other persons. The Association may engage in any other lawful business or activity for which an association may be organized under Chapter 1729 of the Ohio Revised Code (the “Ohio Cooperative Law”).

3.2 Powers. The Association is a cooperative association organized under the “Ohio Cooperative Law”. It has all powers and rights conferred on cooperative associations by the Ohio Cooperative Law. These powers include, without limitation, the power to form, acquire or hold an interest in any corporation or other entity; the power to enter into partnerships, joint ventures and other business relationships; and the power to act as statutory agent for any corporation, association, or limited liability company.

Article 4
Capital

4.1 Capital Stock. The Association is a cooperative association with capital stock, divided into shares and classes as follows:

- (a) Common -- 12,500 shares Common with par value of \$100 per share.
- (b) A Preferred -- 7,500 shares A Preferred with par value of \$50 per share.
- (c) B Preferred -- 1,000,000 shares B Preferred with a par value of \$100 per share.

4.2 Common Stock.

- (a) Eligible Holder. Common stock may be issued by the Association, or sold or transferred by the holder, only to a Producer or Cooperative who or which has been admitted to Voting Membership in the Association. “Producer” means a person engaged in the production of agricultural products for the market, including lessors of property used for the production of agricultural products for the market who receive as rent part of the agricultural product. “Cooperative” means a Producer-controlled entity that operates on a cooperative basis.
- (b) Ineligible Holder. If a person who is not a Voting Member acquires Common stock, or a holder of Common stock becomes ineligible for Voting Membership, the holder will have no vote in the affairs of the Association. The Association may purchase Common stock from an ineligible holder at the lesser of its par value or book value or convert the share(s) to Equity Credits with Stated Value equal to the par value of the Common stock. If the holder does not deliver the certificate for the Common stock, the Association may cancel the certificate in its records and issue Equity Credits in replacement.

4.3 Preferred Stock.

- (a) Eligible Holders. Shares of A Preferred and B Preferred stock may be issued or transferred to any person subject to the terms and conditions of these Articles.
- (b) B Preferred Stock in Series. B Preferred Stock may be issued in separate series of one or more shares as designated by the Board of Directors.
- (c) Evidence of Non-Voting Membership. A Preferred stock may be issued to eligible persons as evidence of Non-Voting Membership.

4.4 Equity Credits. The Association may issue Equity Credits that represent ownership of a stated portion (“Stated Value”) of the Association’s capital. Equity Credits have no preference over other Equity Credits. Equity Credits will not be issued for less consideration than their

Stated Value. Equity Credits may be issued as evidence of Patronage Refunds or Per Unit Retains as defined and provided for in the Bylaws or any other purpose for which an equity interest in the Association may be issued. The Association shall not issue Equity Credits when, in the aggregate, the par value of capital stock and the Stated Value of Equity Credits then issued and outstanding equal or exceed the Association's net worth. Subject to the terms and restrictions of these Articles, the Association may issue or transfer Equity Credits to any person. Equity Credits may be subject to charges for net losses of the Association as provided in the Bylaws.

4.5 Dividends on Capital Stock and Equity Credits.

- (a) B Preferred. When the Board of Directors designates a series of B Preferred stock, the Board of Directors must establish dividend rights, if any, for the series. Dividends on B Preferred stock may be cumulative or noncumulative and may not exceed 10% of par value per annum. The right to payment of dividends on any series of B Preferred stock must have equal preference with the right to payment of dividends on other series of B Preferred stock.
- (b) Common, A Preferred, Equity Credits. The Association will not pay dividends on Common stock, A Preferred stock, or Equity Credits.
- (c) Condition of Payment of Dividend. The Association must be able to confirm the current address and status of a holder as a condition for payment of dividends that may be declared and paid on the Association's capital stock. If, after reasonable inquiry, the Association cannot confirm the current address and status of a holder, the Association will not pay any dividends declared and payable on the capital stock held by that holder.

4.6 Transfer of Capital Stock and Equity Credits. Shares of capital stock and Equity Credits issued by the Association may not be transferred except with written consent of the Board of Directors.

4.7 Redemption of Stock and Equity Credits. Shares of capital stock and Equity Credits issued by the Association may be redeemed at such time, in such manner, and in such order as determined by the Board of Directors. Capital stock and Equity Credits must be redeemed at par value (Stated Value, in the case of Equity Credits) or book value, whichever is less, except as otherwise provided in Article 4.8 of these Articles when the Association asserts its right of lien and offset with respect to capital stock or Equity Credits. The Board of Directors may establish fair and equitable policies and procedures for redemption. If an affected stockholder is entitled to receive fair cash value for any of the Association's capital stock or Equity Credits under the Ohio Cooperative Law, "fair cash value" will be the lesser of par value (Stated Value, in the case of Equity Credits) or book value of the stock or Equity Credits, unless otherwise expressly provided in a written subscription for the capital stock or Equity Credits.

4.8 Lien and Right of Offset. The Association has a first lien and security interest in all capital stock, dividends on capital stock, Patronage Refunds, and Equity Credits for all debts or other obligations of the respective holder or owner to the Association. At the option of the Board

of Directors, the Association may offset the amount of any dividends and the present value (based on the Association's history of equity redemption) of capital stock, Patronage Refunds, and Equity Credits against the debt or obligation, but nothing in these Articles gives the holder or owner any right to require an offset.

4.9 Patronage Refunds. The Net Margins (savings) of the Association in excess of "Association Net Margins" (as the term is described in the Bylaws) must be distributed annually to the Association's Patrons as Patronage Refunds on the basis of Patronage Transactions. The calculation, allocation, and distribution of Net Margins must be defined and provided for in the Bylaws.

4.10 Condition of Forfeiture. As provided and permitted in the Ohio Cooperative Law, the Association may cause forfeiture to the Association of all Patronage Refunds, capital stock, dividends on capital stock, and Equity Credits allocated, declared or issued by the Association to a person whose current address and status cannot be confirmed by the Association.

Article 5

Membership

5.1 Member Eligibility. The Association may admit as Voting Members only eligible persons.

(a) Voting Members. To be eligible for Voting Membership in the Association a person must:

- (i) Be a Producer or Cooperative as defined in these Articles,
- (ii) Agree to become and remain an active Patron of the Association,
- (iii) Be accepted to Voting Membership by the Board of Directors, and
- (iv) Acquire a share of the Association's Common stock.

(b) Non-Voting Members. The Association may admit as Non-Voting Members other persons who:

- (i) Agree to become and remain an active Patron of the Association,
- (ii) Are accepted to Non-Voting Membership by the Board of Directors, and
- (iii) Acquire a share of the Association's A Preferred stock.

5.2 Further Definition of Members. The Bylaws may further define and restrict Membership in the Association.

5.3 Voting. The Voting Members exercise the voting control of the Association. Each Voting Member is entitled to one vote on any matter submitted to a vote of the Members. Membership or ownership of capital stock or other equity interests in the Association does not otherwise confer upon the holder any voting rights in the Association, except that affected stockholders are entitled to notice and participation in matters to be decided by the Members only as provided in the Ohio Cooperative Law. Absentee Votes may be cast as provided in the Bylaws. Cumulative voting and voting by proxy are not permitted.

Article 6

Board of Directors

Government of the Association and the management of its affairs are vested in a Board of Directors. The Bylaws must prescribe the number, terms and manner of selection of Directors.

Article 7

Dissolution

If the Association dissolves, liquidates or winds up its affairs, whether voluntarily or involuntarily, any property remaining after all creditors have been paid will belong to and be distributed to the Members, equity holders, and Patrons as follows:

First: to the holders of B Preferred stock, in equal preference, the par value of their shares.

Then: to the holders of Common stock, A Preferred stock, and Equity Credits, in equal preference, the par value or Stated Value, as the case maybe, of their holdings;

Then: any property remaining to the Members as Patrons on the basis of their respective aggregate Patronage Transactions over the previous 10 years as shown by the records of the Association.

Article 8

Amendment of Articles of Incorporation

These Articles of Incorporation may be amended by an affirmative vote of at least 60% of those Voting Members who vote on the amendment. Notice of any proposal to amend these Articles of Incorporation must include the text of the proposed amendment.

<p>These Amended and Restated Articles of Incorporation supersede and replace all prior Articles of Incorporation of the Constituent Cooperatives and will become effective on September 1, 2026, the Effective Date of merger of the Constituent Cooperatives under a certain Agreement of Merger dated December 23, 2025, as adopted by the affirmative votes of more than 60% of each Constituent Cooperatives' members voting.</p>
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Exhibit B

**Amended & Restated Bylaws
of
[Name to be determined]**

Article 1
Definitions

As used or referred to in these Bylaws and in the Articles (as defined below), the following terms have the meanings provided next to them:

1.1 “**Absentee Vote**” means the vote of a Member or an Affected Stockholder cast without the Member’s physical presence at the meeting at which the vote is tallied. Casting an Absentee Ballot is considered participation in a meeting for the purposes of establishing a quorum. The Board may authorize an Absentee Ballot by mail or electronic means.

1.2 “**Affected Stockholder**” means any equity holder of the Association who is not a Member and becomes an affected stockholder as described in the Ohio Cooperative Law.

1.3 “**Articles**” means the Association’s Articles of Incorporation as amended from time to time.

1.4 “**Association**” means Sunrise Cooperative, Inc.

1.5 “**Board**” means the Board of Directors of the Association.

1.6 “**Capital Credits**” means equity interests in the Association, other than capital stock, that are allocated and distributed to individual equity holders. Capital Credits are further defined and described in the Articles.

1.7 “**Capital Reserve**” means the unallocated capital reserve of the Association authorized in Bylaw 7.11. The Capital Reserve may be undifferentiated or it may include specifically designated reserves. The Capital Reserve may be subject to claims of current and former Members and Patrons upon dissolution of the Association or as otherwise expressly provided in the Articles or these Bylaws. It must include the portion of the Association’s shareholder equity that is not allocated and distributed to any equity holder of the Association.

1.8 “**Code**” means the Internal Revenue Code of 1986, as amended.

1.9 “**Member**” or “**Members**” means the Members of the Association who are eligible and admitted to Membership by the Board in accordance with the Articles and these Bylaws.

Notice of Adoption of Consent Bylaw

To each member and prospective member: This Association has adopted the “Consent Bylaw” (see Bylaw 8). By retaining or obtaining membership in this Association after adoption of the bylaw and your receipt of this notice, you consent to include the amount of each qualified written notice of allocation that you receive from this Association in your gross income for federal income tax purposes if required by Internal Revenue Code 1385.

1.10 “**Net Margins**” means the net proceeds (net income) or net loss from the Association’s annual operations as defined in Bylaw 7.3 and subject to allocation as provided in Bylaw 7.4.

1.11 “**Non-patronage Business**” means business done by the Association that is not business from Patronage Transactions.

1.12 “**Ohio Cooperative Law**” means Chapter 1729 of the Ohio Revised Code.

1.13 “**Patron**” means a person to whom the Association is obligated, by Membership under these Bylaws, a separate written agreement, or both, to allocate and distribute a Patronage Refund. Patron is further defined and described in Bylaw 7.1.

1.14 “**Patronage Business**” means business that the Association does on a cooperative basis with or for a Patron. Board policy determines what business of the Association is done on a cooperative basis, but a Patron’s Patronage Business will generally include substantially all the business the Association does with or for the Patron. Patronage Business is further defined and described in Bylaw 7.1.2 (Patronage Business).

1.15 “**Patronage Refund**” means the portion of Net Margins attributable to a Patron’s Patronage Transactions that is allocated and distributed to the Patron in accordance with Bylaws 7.4 and 7.6. Patronage Refund has the same meaning as given to “patronage dividend” in Section 1388 of the Code.

1.16 “**Patronage Transaction**” means business that a Patron does with the Association on a cooperative basis. Board policy determines what business of the Association is done on a cooperative basis, but a Patron’s Patronage Transactions will generally include substantially all the business the Association does with or for a Patron. Patronage Transaction is further defined and described in Bylaw 7.1.2.

1.17 “**Person**” means a natural person, or a partnership, limited liability company, corporation, cooperative, trust, government agency, educational organization, or other entity legally existing under state law.

1.18 “**Per Unit Retain**” means an amount surcharged to or withheld from the transaction price of a Patronage Transaction in marketing the Patron’s commodities for the purpose of equity investment in the Association, as described in a written notice of per-unit retain allocation to the Patrons. Per Unit Retain has the same meaning given in § 1388 of the Code and may be either a qualified Per Unit Retain or a non-qualified Per Unit Retain as determined by the Board.

Article 2 *Membership*

2.1 **Admission to Membership.** A Person eligible for membership as described in the Articles is deemed to have applied for membership by doing business with the Association, has been approved by the Board, and has made a commitment to the purchase of one share of Common stock. Each Member agrees to comply with the Articles, Bylaws, any rules and regulations, and any uniform conditions of membership prescribed by the Board, including future amendments.

2.2 **Waiver or Withdrawal of Membership.** A Person otherwise eligible to become or remain a Member may disclaim the right by giving written notice to the Association. The Person may remain a Patron of the Association.

2.3 Non-transferability of Membership. Members cannot assign, transfer, alienate, or encumber in any manner their membership, whether voluntarily, by operation of law, or otherwise. Any purported or attempted assignment, transfer, alienation, or encumbrance will be wholly void and confer no rights upon the purported assignee, transferee, or claimant. This Bylaw 2.3 does not preclude assignment of equity interests upon forfeiture to the Association or with the Board's written consent.

2.4 Termination of Membership.

2.4.1 Events of Automatic Termination. The membership of a Person will be automatically terminated upon the occurrence of any one or more of the following events:

- (a) death of a natural individual Member;
- (b) effective cessation of business, commencement of bankruptcy proceedings, appointment of a receiver or trustee, or dissolution of a member partnership, corporation, limited liability company, association, trust, or other entity;
- (c) failure to meet eligibility for membership as provided in the Articles and Bylaw 2.1;
- (d) failure to purchase one share of Common stock in the time allotted by the Board.

2.4.2 Termination after Notice and Hearing. If the Board finds in its reasonable discretion, after notice and a hearing, that a Member has (i) intentionally or repeatedly violated the Articles or Bylaws or other condition of membership in the Association, (ii) breached any contract with the Association or failed to pay the Association for its products and services, (iii) engaged in acts or conduct deemed prejudicial to the interests of the Association, or (iv) obstructed or engaged in a material conflict with any lawful purpose or activity of the Association, the Board may terminate the Member's membership by Board action.

2.5 Status of Former Member.

2.5.1 No Vote. A Member whose membership has terminated has no voting rights in the Association.

2.5.2 General Property Interests Have No Value. Except for any cash amount of allocated but unpaid Patronage Refunds made to the terminated member in the fiscal year in which the applicable termination occurred, the Association will not be liable for the payment of any amount whatsoever for the value of any general property rights and interests in the Association the terminated member may have. Each Member is received into Membership upon the express agreement and condition that the value of the property rights and interests of each Member in the general property of the Association (prior to dissolution or merger, reorganization, or consolidation) is nothing, and a terminated Member is not entitled to anything for the value of such interests.

2.5.3 Board Rights to Redeem upon Termination. Except as otherwise may be provided in a membership agreement, the Association shall pay (i) the cash amounts, if any, of allocated but unpaid Patronage Refunds made in the current fiscal year to the former Member; (ii) amounts, if any, due as allocated Patronage Refunds at the time of termination to a former Member as allocated Patronage Refunds and equity allocations but only on the same basis, at the same time, and in the same manner as Members in the same allocation unit(s) or allocated equity pools whose memberships have not terminated; and (iii) other amounts, if any, payable to the former Member. After membership terminates, regardless of the reason, the Board may redeem, but in no event will be compelled to redeem, the Capital Credits or other allocated interests held by the former Member.

The Board, in its reasonable discretion, determines the form and timing of all payments, consistent with the financial resources of the Association.

2.5.4 Contract Obligations, Offset. Membership termination will not impair any obligations of either party under any contract between the former Member and the Association, which contract may be terminated only according to its terms. The Association may offset without notice any indebtedness of a former Member to the Association, whether incurred before or after the membership terminates, against any distributions then or thereafter payable to the former Member, against any interest of the former Member in the former Member's equities in the Association, and against any amounts credited or allocated to the former Member's account in any manner, as provided in Article 4.9 of the Articles (Lien and Right of Offset). The Association may accelerate the redemption of equity interest of holders for the purpose of accomplishing the offset.

Article 3 *Member Meetings*

3.1 **Member Meetings.** An annual meeting of the Members will be held within six months following the close of each fiscal year, at a time and place fixed by the Board. Meetings may be held by electronic communications authorized by the Board, so long as the participants can simultaneously hear one another.

3.2 **Special Meetings.** Special meetings of the Members may be called at any time by majority vote of the Board or upon written petition to the Board of at least 20% of the Members. No final action may be taken at any special meeting on any matter not specified in the notice.

3.3 **Meetings in Series.** Any annual meeting or special meeting of the Members may be conducted in a series of meetings in various regions of the Association's geographic territory, as prescribed by the Board.

3.4 **Action Without a Meeting.** The Members may take actions without a meeting with the affirmative vote in writings signed by at least 60% of the votes of Members (or affected stockholders) who would be entitled to vote on the action in a meeting of the Members.

3.5 **Notices.** The Association Secretary shall give written notice of each meeting to the Members entitled to attend and vote at each Member's last-known post office or electronic addresses not less than 10 or more than 30 days before the meeting date. The notice will include the place and manner, date, hour, and for special meetings the purpose for which the meeting is being called. Notice may be sent by mail or by a means of electronic communication that reasonably assures actual delivery of the notice in a timely manner. A Member's failure to receive notice will not invalidate any action taken by the Members at the meeting. The Secretary shall update the Member list on a regular basis and the list for a certain meeting will be considered final on the date the notice is sent. Affected shareholders are not entitled to notice of Member meetings or Member actions taken without a meeting unless otherwise provided in the Ohio Cooperative Law.

3.6 **Voting.** Action taken by the members must be authorized by at least a majority of the votes cast by members entitled to vote, except when a greater vote is required by the Articles, these Bylaws, or by Ohio Cooperative Law.

(a) Each Member who holds one share of Common stock that is paid in full is entitled to one vote on each matter submitted to a vote of the Members.

(b) If two or more persons hold one Membership as a partnership or joint tenancy, the Member's vote will be cast by any one of the partners.

(c) The vote of any Member that is a corporation or other legal entity will be cast by a person designated by the board of directors, board of managers, or trustees of the Member entity. In the alternative, individual Producers who are the principal owner-operators of a Member entity may become Members in their own right, in which case, such individual Members will be entitled to vote in lieu of the Member entity. In this instance, the Patronage Transactions of the Member entity will be attributed to the individual Members for the purpose of determining whether the individual Members are active Patrons of the Association.

(d) A Member shall not vote more than once on any matter submitted to the vote of the Members, whether individually or through one or more wholly-owned directly or indirect subsidiaries.

(e) A Member may cast an Absentee Vote on any matter to be acted upon by the Members if an Absentee Vote has been authorized by the Board. A Member may deliver an Absentee Vote to the Association by personal delivery to an office of the Association, or by mail, telephone facsimile, or any other means of electronic transmission that accomplishes delivery of a complete and legible Absentee Vote to the Association upon the terms prescribed for such Absentee Vote.

3.7 Member Quorum. A quorum necessary for any vote or other action by the Members is at least 5% of the Members in the Association participating in person or by Absentee Vote. If the Association has more than 1,000 members, 50 Members participating in person or by Absentee Vote constitute a quorum. The quorum is established by a registration of the Members present or otherwise participating in the meeting, and the Secretary shall report the quorum in the minutes of the meeting.

3.8 Affected Stockholders. Affected Stockholders are entitled to notice and participation in matters to be decided by the Members only as provided in the Ohio Cooperative Law. If Affected Stockholders are provided the right to vote on a matter as provided by the Ohio Cooperative Law, the Board may authorize an Absentee Vote.

Article 4

Board of Directors

4.1 Qualification and Selection of Directors.

4.1.1 Elected Directors, Eligibility. The Board will consist of at least 5 but no more than 12 directors (each, an "Elected Director") (unless otherwise prescribed in a temporary transition arrangement permitted pursuant to Bylaw 4.12). Elected Directors may represent Districts in the Association's trade area or serve at-large. The Board will determine the number of District Directors and the number of At-Large Directors, taking into account the considerations provided in 4.1.4. Elections will be held at each Annual Meeting of the Members (or a Special Meeting called for that purpose), or prior to the Annual Meeting to fill the vacancy of each Director whose term expires. The Board may adopt policies and guidelines for voting by mail ballot prior to the Annual Meeting. Each Elected Director is elected for a term of four years and until a successor is elected and qualified. To be eligible for election as an Elected Director, a person must be a Member of the

Association, must conduct the majority of the Member's business through the Association, and must not be an employee of the Association. A District Director also must reside in the Director District from which the Director is elected. Any Elected Director who ceases to be a Member is disqualified, and the director position becomes vacant. The Board may adopt policies and guidelines with respect to director eligibility, conduct, and training, including the right under Board policies to remove a director for conduct that harms or could result in harm to the Association.

4.1.2 Nomination of Directors. The Board shall adopt policies and guidelines with respect to the nomination and election of Elected Directors to ensure and encourage fair representation of the Members. These policies and guidelines will take into consideration democratic representation from throughout the Association's trade area and representation of the diverse interests of the Members.

4.1.3 Appointed Directors. The Elected Directors, by super-majority vote, may appoint one or two additional director(s) to be known as the "Appointed Director(s)." In this case the Board will consist of the Elected Directors and Appointed Director(s). An Appointed Director need not be a Member of the Association. Each Appointed Director serves at the pleasure of the Board for a term of one-year and may be removed from the Board at any time by a majority vote of the Elected Directors. An Appointed Director has the same status on the Board as the Elected Directors, including the right to vote as a director.

4.1.4 Director Districts. The Board will adopt policies and guidelines with respect to the number of Director Districts, the number of Directors per District, and the nomination and election of Directors from the Director Districts covering the Association's trade area. These policies and guidelines will take into consideration both democratic representation of the Members and representation of the diverse interests of the Members. The Members who reside in a Director District will elect the Directors from that District. The terms of Directors in each District will be staggered so the expirations of their terms are spread out as evenly as possible.

4.2 **Vacancy.** Each vacancy of an Elected Director position, other than a vacancy by removal from office by the Members or expiration of term, may be filled for the unexpired term by appointment by a majority of the directors then in office. An Elected Director may be removed from office at any time by a majority vote of the Members, in which case the Members must fill the vacancy for the remainder of the term. A resignation takes effect at the time specified in the notice, or if not specified upon delivery. Unless otherwise specified, the acceptance of the resignation is not necessary to make it effective.

4.3 **Board Meetings.** The Board shall meet regularly at such times and places as the Board determines. Special meetings may be called by the Chairperson, President, or any four directors. All meetings will be held on the notice prescribed by the Board. Any business may be transacted at any meeting without specification of business in the notice of the meeting. Meetings may be held by authorized communications equipment, including but not limited to a conference call, so long as the directors can contemporaneously communicate with one another. The Board also may act without a meeting with the affirmative vote or approval of, and in writings signed by, all the directors. Any transmission by authorized communication equipment (including but not limited to email and phone text) that contains an affirmative vote or approval is considered a signed writing as of the date the transmission is sent. For the purposes of this paragraph, "authorized communications equipment" is any communications equipment that provides a transmission from which it can be determined the transmission was authorized by, and accurately reflects the intention of, the director involved.

4.4 **Organizational Meeting.** An organizational meeting of the Board will be held at or before the next regular Board meeting following each annual meeting of the Members for the purpose of election

of officers for the ensuing year and to transact such other business as may properly come before the meeting. The directors and officers in office prior to the Members' annual meeting continue to hold office until the organizational meeting.

4.5 **Board Quorum, Voting.** The quorum necessary for transaction of business at any Board meeting is a majority of Elected Directors. All matters determined by the Board require a supporting vote from a majority of the directors present, except where a greater vote is required by law or by Board policy.

4.6 **Director Fees, Expense Reimbursements.** The Association shall reimburse directors for reasonable expenses when engaged in the business of the Association and pay a reasonable director fee for attendance at meetings or while on other Association business. The Board may determine director fees by resolution.

4.7 **Faithful Performance.** The Board shall require every officer, agent, and employee having control or custody of any of the Association's funds or property to be insured for faithful performance. The Association pays for the bond or insurance premium.

4.8 **Audits.** The Board shall hire an independent certified public accountant to audit the records and financial statements of the Association at least once each fiscal year and make a report of the audit at the next annual meeting of the Members.

4.9 **Borrowings.** The Board has the power to authorize the borrowing of money and encumbrance of assets of the Association as security for repayment of the amounts borrowed. The Board may authorize a guaranty of another person's financial obligation if the guaranty will serve a business purpose of the Association.

4.10 **Fiscal Year.** The Board designates the fiscal year of the Association.

4.11 **Committees.** The Board may appoint such committees, including an Executive Committee, from time to time, and delegate authority and responsibility to the committee(s) as the Board determines. The decision or act of any committee is subject to review and ratification by the Board and may be amended or repealed by the Board in accordance with any condition imposed by the Board in its delegation and charge to the committee. Each committee must report its activities and recommendations to the Board on a regular and timely basis.

4.12 **Transition Arrangements.** In connection with any merger, acquisition, consolidation, or other business structural change or activity involving the Association, the Board has the authority to implement transition arrangements with respect to the admission of Members; number, types, and boundaries of districts, if any; and the number and terms of Elected Directors and Appointed Directors. While transition arrangements are in effect, the transition arrangements will govern if the arrangements are inconsistent with any provision of the Bylaws.

Article 5

Officers

5.1 **Election of Officers.** At each organizational meeting of the Board, the Board shall elect officers of the Association, including a Chairperson, Vice Chairperson, Secretary, and Treasurer. The Board may elect other officers as it deems necessary or desirable. The Chairperson and Vice Chairperson must be Elected Directors of the Association. An officer may be removed by the Board whenever the Board deems removal to be in the best interests of the Association. The Board shall promptly fill any vacancy that occurs among the officers of the Association.

5.2 **Chairperson.** The Chairperson shall:

- (a) Preside at all meetings of the Members and of the directors.
- (b) Perform other duties and have such powers as the Board requires or delegates.

5.3 **Vice Chairperson.** The Vice Chairperson shall:

- (a) Perform the duties of the Chairperson in the absence or disability of the Chairperson.
- (b) Perform such other duties as required by the Board.

5.4 **Secretary.** The Secretary shall:

- (a) Keep a record of each meeting of the Members and of the directors.
- (b) Give notices as required by law.
- (c) Perform other duties and have such powers as the Board requires or delegates.

5.5 **Treasurer.** The Treasurer shall:

- (a) Supervise the safekeeping of all funds and property of the Association.
- (b) Supervise the records of all financial transactions of the Association.
- (c) Perform other duties and have such powers as the Board requires or delegates.

5.6 **President.** The Board shall appoint and employ a President, who is the chief executive officer and general manager of the Association. The Board may terminate the employment in its discretion. The President shall actively manage and supervise the day-to-day business of the Association; shall control the employment, supervision, compensation, discipline and discharge of the Association's employees; timely and accurately maintain the Association's accounts and records; furnish the Board with a correct report of the business and affairs of the Association when and as requested by the Board; and perform other duties and have such powers as the Board requires or delegates. The President may delegate authority to employees, including Vice Presidents, as the President deems necessary for the efficient and effective management of the Association's business. The President and other employees shall not serve as a director.

Article 6

Indemnification of Directors, Officers, and Employees

6.1 **Indemnification.** The Association shall indemnify each person who is or was a director or officer or employee of the Association, or of any other entity that the person serves or served at the request of the Association (an "Indemnatee"), against liability and related expense incurred in connection with any claim, suit, or other proceeding (a "Claim"), whether civil, criminal, administrative, or investigative and including any related appeal in which the Indemnatee may be involved by reason of the Indemnatee's position with the Association. Indemnification will be available whether or not the Indemnatee occupies the position when liability or expense is incurred, but only if the Indemnatee has met the standard of conduct set forth in Bylaw 6.2. The amount of indemnification will be reduced by the amount of any other

indemnification or reimbursement of the Indemnatee in respect of the liability and expense for which indemnification is claimed. As used in this Bylaw, the terms “liability” and “expense” includes, without limitation, Indemnatee’s personal expenses, attorney fees and disbursements; fees and expenses of witnesses, experts and other consultants necessary to defend Indemnatee against a Claim; judgments, fines, or penalties; and amounts paid in settlement by or on behalf of Indemnatee. The disposition of any Claim by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, does not create a presumption that the Indemnatee failed to meet the standard of conduct set forth in Bylaw 6.2.

6.2 Standard of Conduct for Indemnification. To receive indemnification with respect to a Claim, an Indemnatee must have:

- (a) acted in good faith; and
- (b) reasonably believed:
 - (1) in the case of the Indemnatee’s conduct in an official capacity with the Association, that the conduct was in the best interests of the Association;
 - (2) in all other cases, that the Indemnatee’s conduct was not opposed to the Association’s best interest; and
 - (3) in the case of any criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

6.3 Determination of Entitlement to Indemnification. Each Indemnatee who has been successful on the merits with respect to any Claim is entitled to indemnification. Any other indemnification is available only if (a) the Board, acting by a quorum consisting of directors who are not parties to or have been wholly successful with respect to the Claim), finds that the Indemnatee has met the standard of conduct set forth in Bylaw 6.2, or (b) independent legal counsel gives the Association a written opinion that the Indemnatee has met the standard. However, the Association shall not indemnify a director, officer, or employee under Bylaw 6.1 above:

- (a) in connection with a proceeding by or in the right of the Association in which the Indemnatee was adjudged liable to the Association; or
- (b) in connection with any other proceeding charging that the Indemnatee derived an improper personal benefit, whether or not involving action in the Indemnatee’s official capacity, in which proceeding the Indemnatee was adjudged liable on the basis that the Indemnatee derived an improper personal benefit.

6.4 Advance of Expenses. The Association may advance funds to pay expenses incurred with respect to any Claim prior to final disposition so long as the Indemnatee agrees to repay this amount if the Board ultimately determines the Indemnatee is not entitled to indemnification.

6.5 Rights Not Exclusive. Indemnification provided in these Bylaws is in addition to any rights to which the Indemnatee may otherwise be entitled by contract or as a matter of law and is available whether or not the Claim asserted against the Indemnatee is based on matters that antedate adoption of this Article 6 of the Bylaws.

6.6 **Insurance.** The Association may purchase insurance to insure the Association against costs of indemnification.

6.7 **Settlement by Association.** The right of any Indemnatee to be indemnified is subject to the right of the Association by the Board, at any time in its reasonable discretion, to settle any claim, action, suit, or proceeding at the sole expense of the Association by the payment of the amount of a settlement and the costs and expenses incurred in connection with the claim, including any costs and expenses incurred by the Indemnatee eligible for indemnification.

Article 7

Patrons and Patronage Refunds

7.1 Cooperative Operations.

7.1.1 **Net Income Considerations.** The Association must operate on a cooperative basis in carrying out its business. Accordingly, the net income of the Association exceeding amounts credited by the Board to the Capital Reserve will be accounted for, allocated, and distributed annually as provided in this Bylaw 7. In determining the Net Margins (net income or net loss) of the Association or its allocation units (if more than one), the Board shall take into account (i) the Association's share of the net income or net loss of any unincorporated entity in which it owns an equity interest, (ii) Patronage Refunds distributed by other cooperatives of which it is a patron, and (iii) to the extent determined by the Board, the Association's share of the undistributed net income or net loss before tax of any corporation or other entity in which it owns an equity interest.

7.1.2 **Patronage Business.** Each transaction between this Association and each Patron (a "Patronage Transaction") is subject to and includes as a part of its terms each provision of the Articles and these Bylaws, whether or not expressly referred to in each transaction. Each Patron for whom this Association markets or procures goods or services is entitled to the net income arising from the Patron's Patronage Business as provided in this Bylaw 7 unless the Patron and the Association have expressly agreed to conduct business on a non-patronage basis. Non-members for whom this Association markets or procures goods or services are not entitled to the net income arising out of transactions as provided in this Bylaw 7 unless the Association agrees to conduct business on a patronage basis with the non-members as Patrons. The term "Patron" as used in these Bylaws and in the Articles includes Members and other Persons doing business with the Association either directly or through Association-endorsed agency arrangements, and with whom the Association, by written agreement, does business on a cooperative basis (contract Patrons).

7.2 **Establishment of Allocation Units.** The Board may establish the entire Association as one allocation unit or establish more allocation units on a reasonable and equitable basis. The units may be based upon function, division, department, geography, or other category, as the Board determines. The Board shall adopt reasonable and equitable accounting procedures that equitably allocate among the allocation units the Association's income, gains, expenses, and losses, and, to the extent provided in Bylaw 7.1 (Cooperative Operations), patronage dividends received by the Association from other cooperatives, as well as the Association's share of income, gain, loss, and deduction from other entities in which the Association owns an interest.

7.3 **Computation of Net Margins.** The Net Margins (net income or net loss) of an allocation unit from patronage business for each fiscal year will be the sum of:

- (a) the gross revenues directly attributable to goods or services marketed or procured for Patrons of an allocation unit, plus

(b) an equitably apportioned share of other items of income or gain attributable to the Association's Patronage Business, less

(c) an equitably apportioned share of all other expenses and costs of goods or services (other than per unit retains paid in money) directly attributable or apportioned to goods or services marketed or procured for Patrons of the same allocation unit, less

(d) an equitably apportioned share of all other expenses or losses attributable to the Association's Patronage Business and distributable net income from Patronage Business that is credited to the Capital Reserve pursuant to Bylaw 7.11(c).

The foregoing amounts will be determined in accordance with the accounting treatment used by the Association in calculating book income in accordance with generally accepted accounting principles used by cooperatives. The Board may prospectively adopt a reasonable alternative method for calculations. Expenses and cost of goods or services include, without limitation, appropriate amounts of depreciation, cost depletion, and amortization; amounts incurred for the promotion and encouragement of cooperative organization; and taxes other than federal income taxes. Such net income or net loss is subject to adjustment as provided in Bylaw 7.5 (Treatment of Patronage Losses).

If the Association prospectively makes an accounting change but reports the change on a retrospective basis, as currently required by generally accepted accounting principles and practices, or in another similar manner, and the reporting results in a cumulative effect on the Association's Net Margins that is not reflected in an adjustment to Net Margins in the year of the change, the Board shall make adjustments to the total Net Margins for the year of change or in subsequent years as the Board deems appropriate to prevent Net Margins from being omitted in the calculation of Patronage Refunds payable to Patrons.

7.4 Allocation of Net Margins.

7.4.1 Proportionate Allocation. The net income of an allocation unit from Patronage Business for each fiscal year will be allocated among the Patrons of the same allocation unit in the ratio that the quantity or value of the business done with or for each Patron bears to the quantity or value of the business done with or for all Patrons in the allocation unit. The Board shall reasonably and equitably determine whether allocations within an allocation unit will be made based upon quantity or value, or a combination of the two. The Board may, in its sole discretion, allocate alternative minimum tax income or preferences among the Patrons.

7.4.2 Extraordinary Gain or Loss. Upon the occurrence of an event of unusual or extraordinary income or loss, such as but not limited to the sale of a major asset at a significant gain or loss or the resolution of a lawsuit with significant receipt or payment of funds, the Board may create a separate pool for the income or loss and allocate the pool to a subset of Patrons that the Board in its discretion determines should appropriately share in the income or bear the loss. The allocation may be geographic, by time period, or by any other method deemed equitable in the Board's judgment. In making the allocation, the Board may exclude former Patrons who are no longer Patrons as of the end of a fiscal year, who would have been included in the allocation group if they had remained Patrons. The Board shall provide reasonable notice to the Members of the extraordinary allocation.

7.5 Treatment of Patronage Losses.

7.5.1 Methods for Handling Patronage Losses. If an allocation unit incurs a net loss in any fiscal year from Patronage Business, the Association may take one or more of the following actions:

- (a) Offset part or all of the net loss against the net income of other allocation units, if any, for the fiscal year to the extent allowed by law;
- (b) Carry all or part of the loss forward to be charged against future net income of the Association or against the allocation unit that incurs the loss;
- (c) Offset all or part of the net loss against the Capital Reserve, which may become negative;
- (d) Cancel outstanding allocated patronage equities, qualified and non-qualified, if any, in the amount of the loss.

7.5.2 Allocation of Net Loss Among Patrons of Loss Unit. Any cancellation of patronage equities pursuant to this Bylaw 7.5 will be made among the Patrons of an allocation unit in a manner consistent with the allocation of net income to the allocation unit.

7.5.3 Restoration of Net Loss Out of Future Net Income. The future net income of an allocation unit that incurs a net loss may be reduced by part or all of the net loss that was offset against the Capital Reserve, patronage equities of other allocation units, or against the net income of another allocation unit and may be used to restore the Capital Reserve and patronage equities of other allocation units, or to increase the future net income of other allocation units, so long as the Board gives reasonable notice of its intent to the Patrons of the allocation unit that suffered the loss.

7.5.4 Board Discretion. The Board shall implement provisions of this Bylaw 7.5 having due consideration for all the circumstances that caused the net loss, in a manner the Board determines is both equitable and in the overall best interest of the Association. The Board may separate a loss or losses from other losses or income and allocate different losses in different ways. For example, and not by way of limitation, the Board may separate the write-down of the Association's investments in other cooperatives from the Association's own patronage-sourced income and handle the net losses from write-downs in other cooperative investments in any of the ways permitted by this Bylaw 7.5.

7.5.5 Loss Carrybacks, Carryforwards. Bylaw 7.5 will not be construed to deprive the Association of the right to carry back or carry forward net operating losses in accordance with the Internal Revenue Code or state taxing statutes.

7.5.6 No Assessments Against Patrons. The Association has no right of assessment against Members or non-member Patrons for the purpose of restoring impairments to capital caused by net losses.

7.6 **Distribution of Net Margins.**

7.6.1 Patronage Refunds. The net income allocated to a Patron pursuant to Bylaw 7.4 (Allocation of Net Margins) may be distributed annually or more often to a Patron as a Patronage Refund. No distribution need be made when: (i) a Patron does less than a minimum amount of annual Patronage Business with the Association or (ii) the amount otherwise to be distributed to a Patron is less than the minimum distribution the Board has authorized for that year.

7.6.2 Notice of Allocation. The Association shall distribute patronage refunds within eight and one-half months after the end of each fiscal year by written notice of allocation as defined in 26 U.S.C. § 1388. The written notice will show the amount of distribution, the manner of distribution, and the exact amount distributed in cash and non-cash. The Board may designate the non-cash portion either as a qualified written notice of allocation (taxable as income to the Patron), a non-qualified written notice of allocation (taxable as income to the Association), or a combination of the two.

7.6.3 Form of Net Margin Payments. Net Margins will be distributed in cash and non-cash form as determined by the Board. Cash payments will be the cash portion of a qualified Patronage Refund. Non-cash distributions may be in the form of the non-cash portion of a qualified Patronage Refund or non-qualified Patronage Refunds, including but not limited to the following non-stock instruments designated by book entry upon the Association's books and records:

(a) Capital Credits in one or more than one pool, in the designations or denominations as may be fixed by the Board, and bearing no interest, dividend, or other annual payment, as provided in the Articles.

(b) Certificates of Indebtedness in one or more than one class or series, in the designations or denominations, and with the relative rights, preferences, privileges and limitations fixed by the Board, and bearing the maturity and rate of interest, if any, as fixed by the Board after consultation with knowledgeable securities and cooperative legal counsel. Certificates of indebtedness will be callable for payment in cash or other assets at the times determined by the Board.

7.7 **Conditions of Forfeiture.** The allocation and distribution of a Patronage Refund to each Patron is subject to the following conditions. If the Association distributes a Patronage Refund to a Patron who:

(i) does not consent to include the Patronage Refund in the Patron's income as provided in the Consent Bylaw,

(ii) is unable or unwilling to receive or accept distribution,

(iii) cannot subsequently be located for redemption of the non-cash portion of the Patronage Refund pursuant to Ohio Cooperative Law, or

(iv) is entitled to a Patronage Refund in an amount that is less than the minimum distribution the Board has authorized for that year,

then the Patronage Refund will be forfeited, irrevocably assigned back to this Association, and added to the Capital Reserve. The Association shall not distribute retained unclaimed allocations to current Members.

7.8 **No Voting Rights.** Ownership of Patrons' equities and non-qualified notices of allocation does not entitle the holders to vote or otherwise participate in the affairs of the Association (which rights are reserved solely for the Members and Voting Members), as provided in Article 5.2 of the Articles (Member Voting).

7.9 **Transfer Restriction.** Patrons' equities may be transferred only with the consent and approval of the Board, by an instrument of transfer authorized or approved by the Association.

7.10 **Redemption Discretionary.** No person has any right whatsoever to require the redemption or retirement of any Patrons' equities (except in accordance with the equities' terms) or of any allocated portion of the Capital Reserve. Redemption or retirement is solely within the discretion and on the terms determined from time to time by the Board, as provided in Article 4.8 of the Articles (Redemption of Capital Stock and Capital Credits).

7.11 **Capital Reserve.** The Association shall maintain a Capital Reserve that is not allocated to Patrons and shall annually add to the Capital Reserve the sum of the following amounts:

(a) The Association's annual net income attributable to Non-patronage Business that is not otherwise (i) declared by the Board for dividends on the Association's issued Common B and Preferred capital stock or (ii) used for income and related taxes that the Association is required to pay;

(b) Annual net income from Patrons who are unidentified, Patrons who do not do at least a certain amount of business or to whom the amount otherwise to be distributed is less than the *de minimus* amount provided in Bylaw 7.6.1 (Patronage Refunds); and

(c) An amount of the distributable net income from Patronage Business not to exceed 40% of Net Margins, so long as a determination as to a specific amount is determined prior to the first day of any fiscal year, and further that the amount is not to exceed 30% for any fiscal year for which the Board does not determine an amount prior to the first day of such year. The discretion to credit Net Margins to a capital reserve will be reduced or eliminated with respect to the Net Margins of any period following the adoption of a Board resolution that irrevocably provides for such reduction or elimination with respect to that period. In making its determination, the Board will be guided by its assessment of the Association's need for equity capital to finance assets, research, and operations that benefit its Members and Patrons and as necessary or desirable to insure solvency and financial stability of the Association, in accord with accounting conventions reasonably applicable to the Association's business.

The Board in its discretion, after taking into account professional advice and counsel, may allocate to Members amounts carried in the Capital Reserve and not originally allocated to the Members.

Article 8 *Consent Bylaw*

8.1 **Patron's Consent.** Each Person who is a Member or a non-member Patron on the effective date of this Bylaw who continues as or becomes a Member or non-member Patron after the effective date shall, by this act alone, consent to include in the Member's and non-member Patron's gross income for Federal income tax purposes the amount of any written notice of allocation (as defined in 26 USC §1388) received from the Association with respect to the Patron's Patronage Transactions as provided in 26 USC §1385 (Subchapter T governing cooperative taxation). The Patron, whether Member or non-member, agrees to report the amount of written notice of allocation in the taxable year the notice is received.

8.2 **Consent Notification.** Written notification of the adoption of this Bylaw, a statement of its significance and a copy of the provision will be given separately to each eligible Member.

8.3 **Consent of Non-member Patrons.** The Association shall request that non-member

Patrons each provide written consent to include a qualified written notice of allocation in their gross income for federal income tax purposes if they are to receive or be allocated any qualified distribution or allocation. The Board has the discretion to require either a “consent in writing” or a “consent by endorsing and cashing or depositing a qualified check” type of consent, as each term is defined by Code § 1388(c), as amended. Failure to consent results in the written notice of allocation that accompanies a check to be cancelled with no further action by the Association, and a revocation of a consent, whether in writing or by failing to endorse the check, terminates the Association’s obligation to distribute Patronage Refunds with respect to Patronage Transactions that occur after the close of the Association’s fiscal year in which the non-member Patron’s revocation is received or the check is not endorsed.

Article 9

Amendment of Bylaws

The Board, by a two-thirds vote of the entire Board, may adopt and amend the Bylaws. The Board shall report any Bylaws the Board adopts and amends to the Members at the next Member meeting. Any Bylaws adopted and amended by the Board must not conflict with the Association’s Articles or with the Ohio Cooperative Law. A Bylaw adopted and amended by the Board is subject to amendment or repeal by the Members at any time. Members may amend or repeal Bylaws by an affirmative vote of a simple majority of the Members who vote on the amendment or repeal. The notice of action to adopt, amend, or repeal must provide the text of the proposed amendment or a general description of the proposed changes.

Article 10

Dispute Resolution

The sole remedy for resolution of any disagreements or disputes arising between the Association and any Member/Patron, equity holder, or non-member under or related to the Articles of Incorporation, these Bylaws, any Membership Agreement, any Board policies and procedures, any transactions or agreements (including, but not limited to, any statutory or tort claims arising from the relationship between the parties with respect to any of the foregoing) will be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The Association, Members, Patrons, and equity holders consent to enforcement of the obligation to arbitrate disputes in any state or federal court and expressly waive the defenses of personal jurisdiction and venue with respect to any such action. The decision and award determined through arbitration will be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association and on its website: <http://www.ngfa.org>). Any arbitration conducted under this paragraph is governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or amended in the future. Except where clearly prevented by the issues in Dispute, both parties agree to perform their respective obligations while the Dispute is being resolved.

Exhibit C

**Centerra Co-op,
Mercer Landmark, Inc.
and Sunrise Cooperative, Inc.**

1. Schedule of Constituent Cooperatives' Equities

Centerra Co-op (from Audit Report as of August 31, 2025)

Priority	Class	Authorized Shares	Issued Shares	Par Value	Dividend
1	Preferred	300,000	0	\$100	≤10%
2	B Preferred	2,500	667	\$10	None
2	Common	5,000	2,365	\$100	None
2	Capital Credits (Patrons' Equity)	N/A	Stated Value \$6,678,477	N/A	None

Mercer Landmark, Inc. (from Audit Report as of August 31, 2025)

Priority	Class	Authorized Shares	Issued Shares	Par Value	Dividend
1	Preferred	150	128	\$50	≥4% ≤12%
1	A Preferred	11,000	None	\$25	≤8%
2	C Preferred	275,000	350	\$100	≤10%
3	Common	5,000	3,429	\$10	None
3	B Preferred	1,000	152	\$10	None
3	Capital Credits (Patrons' Equity)	N/A	Stated Value \$24,054,160	N/A	N/A

Sunrise Cooperative, Inc. (from Audit Report as of August 31, 2025)

Priority	Class	Authorized Shares	Issued Shares	Par Value	Dividend
2	Common	12,500	4,841	\$100	None
2	A Preferred	7,500	1,608	\$50	None
1	B Preferred	1,000,000	0	\$100	≤10%
2	Capital Credits (Allocated Patrons' Equity)	N/A	Stated Value \$55,911,958	N/A	N/A

2. Exchange of Merging Co-op Stock for Surviving Co-op Stock

Exchange of Capital Stock and Capital/Equity Credits Pursuant to Article 4 of the Agreement of Merger

Before Merger	After Merger
Exchanged for	
One share Centerra Common (\$100 par value)	One share Surviving Association (Sunrise) Common (\$100 par value)
One share Centerra B Preferred (\$10 par value) and \$40 cash, capital credits, or patronage	One share Surviving Association A Preferred (\$50 par value)
No Centerra Preferred shares are issued and outstanding, so no shares will be exchanged.	
All Centerra Capital Credits	Surviving Association Capital Credits with an equal Stated Value
One share Mercer Common (\$10 par value) And \$90 in cash, Capital Credits, or patronage	One share Surviving Association Common (\$100 par value)
Mercer Preferred stock (\$50 par value)	Will be redeemed at par value prior to Effective Date
No Mercer Class A Preferred shares are issued and outstanding, so no shares will be exchanged.	
One share Mercer B Preferred (\$10 par value) and \$40 cash, capital credits, or patronage)	One share Surviving Association A Preferred (\$50 par value)
Mercer Class C Preferred stock (\$100 par value)	Will be redeemed at par value prior to Effective Date
All Mercer Capital Credits	Surviving Association Capital Credits with an equal Stated Value

3. Surviving Association Projected Equities

Priority	Class	Authorized Shares	Issued Shares (all 3 co-ops)	Par Value	Dividend
1	A Preferred	7,500	2,427	\$50	0%
2	Common	12,500	10,635	\$100	0%
2	B Preferred	1,000,000	0	\$100	≤10%
2	Capital Credits (Patrons' Equity)	N/A	Stated Value \$86,644,595	N/A	0%

Merger Guide

An overview of locations and related information.



To Our Membership:

When our cooperative was established in 1932, the founding members wanted a better and more reliable provider of their needed supplies than was currently available. So a co-op is what they created.

The merger that created Centerra Co-op united two cooperatives with the aim of enhancing their individual ability to serve members. We confidently state that the goals of the Centerra merger have been realized: Our team is better trained, our equipment is more reliable, and our increased storage allows us to adapt to more volatile markets. Additionally, the range and quality of services we provide have improved significantly as a direct result of the merger. Importantly, we have been able to return twice as much cash to members through patronage and equity redemptions compared to before the merger.

The board approached the potential merger with Sunrise and Mercer by focusing solely on your needs as members. Our careful and thorough evaluation centered on identifying what is valuable to you today and anticipating how your requirements may evolve in the future.

We anticipate the proposed merger will bring you new products and services, bolster our financial ability to invest in essential assets, and strengthen our negotiating hand in a consolidating vendor market. These three areas will be the difference maker for you and the cooperative, setting us up to come out of this ag cycle stronger than ever.

We encourage you to review this material, attend one of our many informational meetings, and ask questions.

We strongly recommend that you approve this merger of three strong cooperatives, creating a new cooperative that delivers the best possible value to your farm.



John Shymanski
Board Chairman, Centerra



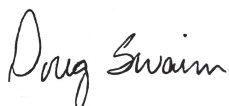
Jean Bratton
President/CEO, Centerra

To Our Membership:


As we look back over the last couple of decades, your cooperative has continued to grow through good times and bad. In all this growth, paramount to our success, was to make sure we continually improved in speed, space, and service. While any company can put those three items together, very few can make them all work for the betterment of you, the customer. We show up every day with one common goal, to be better than we were yesterday and make sure the customer wins first.

The Board and management agree the one common event that has created the most opportunity in our company is our past mergers. It enabled us to be better from the boardroom to each individual branch. Bringing together the best of each merged entity has always enabled us to achieve success that we would not have enjoyed on our own. Bringing together the pounds, gallons, bushels, and tons created corporate relevance in the marketplace that enabled us to represent you to create valuable partnerships.

The Board and management are excited as we look to the future with what this current proposed merger can do for the entirety of the three cooperatives membership.



Doug Swaim
Board Chairman, Sunrise



George D. Secor
President/CEO, Sunrise

To Our Membership:

Agriculture has never been static. It evolves with markets, technology, regulation, and the changing needs of the growers it serves. As producers, you understand this better than anyone. On your farms, you continuously adapt, investing in new practices, equipment, and partnerships to remain competitive and position your operation for the future. Your cooperative must do the same.

For decades, Mercer Landmark has existed for one purpose: to serve our members and return value back to the farmgate. That responsibility requires us to look beyond today and make decisions that ensure strength, relevance, and opportunity for tomorrow. The proposed merger before you is the result of that careful and deliberate responsibility.

The agricultural world is changing rapidly. Customer expectations continue to rise. Capital requirements grow. Innovation moves faster than ever. Our growers' needs are becoming more complex, and the solutions required to support them demand scale, speed, and access to resources that few organizations can achieve alone. Standing still is not an option if we want to ensure our members remain well positioned to compete and succeed.

This proposed merger is about placing our patrons in a position to win today and for generations to come. By combining with Sunrise Cooperative and Centerra Cooperative, we believe we are aligning with partners that share our values: a customer first mindset, disciplined reinvestment, and a long-term commitment to agriculture and rural communities. Together, this creates greater relevance in the marketplace, stronger purchasing power, improved access to innovation, and the financial capacity to continue reinvesting in facilities, services, and people.

Change is never easy. We recognize that mergers bring questions, emotions, and uncertainty. As member-owners ourselves, we do not take this decision lightly. Your Board of Directors and management team have spent significant time evaluating what is right not just for today, but for the future of our membership. We firmly believe this merger represents the most responsible path forward to protect and enhance the value of your cooperative.

At its core, this decision is about doing what is right for our member-owners. It is about ensuring that as the world evolves, your cooperative evolves with it, so that you continue to have a trusted partner who can meet your needs, advocate on your behalf, and deliver value back to your operation.

We encourage you to review the information provided, ask questions, and engage in the process. Your cooperative has always been strongest when decisions are made with transparency, shared purpose, and a commitment to the people we serve. We are optimistic about the future and confident that this merger positions our patrons, employees, and communities for continued success.



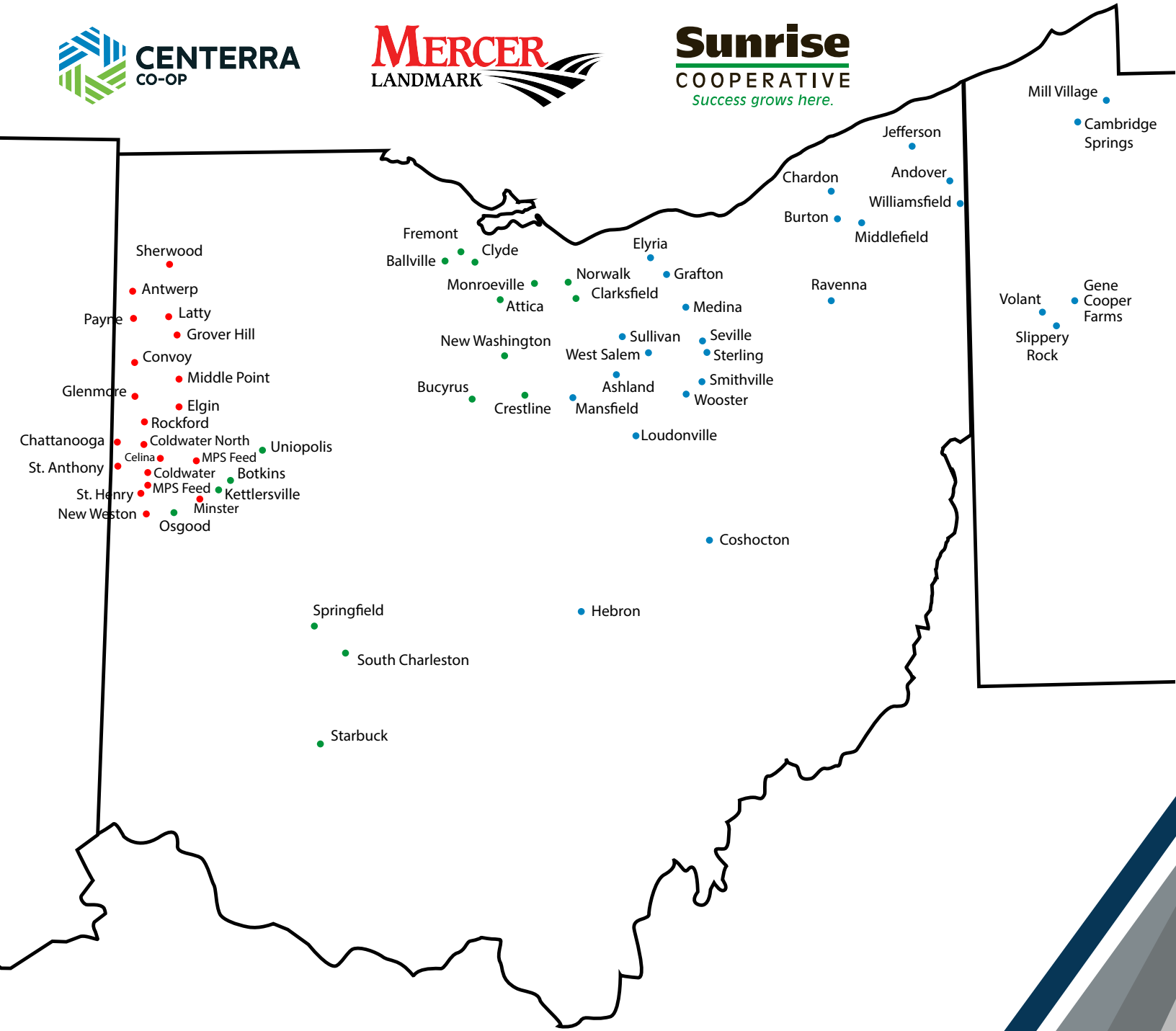
Ken Stammen
Board Chairman, Mercer



Heath Barnes
President/CEO, Mercer



Locations



Centerra Co-op






Mercer Landmark



Sunrise Cooperative

Fiscal Year 2025 Audit

Product Line	 CENTERRA CO-OP	 MERCER LANDMARK	 Sunrise COOPERATIVE <i>Success grows here.</i>	Consolidated Totals
Supply Sales	\$187,732,700	\$180,194,977	\$363,148,890	\$731,076,567
Grain Sales	\$179,868,719	\$216,825,496	\$542,346,157	\$939,040,372
Total Sales	\$367,601,419	\$397,020,473	\$905,495,047	\$1,670,116,939
Total Other Income	\$14,544,339	\$33,033,500	\$25,623,187	\$73,201,026
Net Savings	\$2,842,923	\$7,760,065	\$30,207,248	\$40,810,236
Working Capital (CA-CL)	\$31,324,904	\$24,956,152	\$70,212,820	\$126,493,876
Capital Reserve	\$75,879,300	\$54,276,719	\$257,935,937	\$388,091,956

Fiscal Year 2025 Volumes

Total Fertilizer Tons	78,000	75,000	358,502	511,502
Chemical/PCT Sales	\$12,618,454	\$14,162,256	\$72,541,241	\$99,321,951
Seed Corn Units	25,000	10,000	63,494	98,494
Seed Bean Units	80,000	33,000	251,220	364,220
Corn Bushels	14,169,108	27,360,395	49,039,433	90,568,936
Bean Bushels	8,990,930	6,533,933	27,793,216	43,318,079
Wheat Bushels	2,425,661	2,168,331	6,576,654	11,170,646
Total Bushels	25,585,699	36,062,659	83,409,303	145,057,661
Propane Gallons	3,796,831	7,398,717	12,645,196	23,840,744
Refined Fuels Gallons	26,671,735	4,828,213	24,562,955	56,062,903
Feed Tons	43,000	855,250	69,750	968,000

Ashland Corporate Office

813 Clark Avenue
Ashland, OH 44805

Andover

225 E. Main Street
Andover, OH 44003

Ashland Retail & Fuel Island

1290 Middle Rowsburg Road
Ashland, OH 44805

Burton

13762 Ford Lane
Burton, OH 44021

Cambridge Springs

225 Railroad Street
Cambridge Springs, PA 16403

Chardon Retail

12285 Ravenna Road
Chardon, OH 44024

Coshocton

475 Browns Lane
Coshocton, Ohio 43812

Elyria

210 Huron Street
Elyria, OH 44035

Gene Cooper Farms

1242 W Liberty Road
Slippery Rock, PA 16057

Grafton Grain

951 Mechanic Street
Grafton, OH 44044

Grafton Retail

717 Erie Street
Grafton, OH 44044

Hebron

129 West O'Neill Drive
Hebron, Ohio 43025

Jefferson Retail

161 E. Jefferson Street
Jefferson, OH 44047

Jefferson Grain

135 E. Walnut Street
Jefferson, OH 44047

Loudonville

16570 State Route 3
Loudonville, OH 44842

Mansfield

489 N. Main Street
Mansfield, OH 44902

Medina Fuel

901 W. Smith Road
Medina, OH 44256

Medina Retail

6701 Wooster Pike
Medina, OH 44256

Middlefield

13925 Madison Road
Middlefield, OH 44062

Mill Village

2260 Church Street
Mill Village, PA 16427

Ravenna Retail

467 Cleveland Road
Ravenna, OH 44266

Slippery Rock

128 Studebaker Road
Slippery Rock, PA 16057

Smithville

686 E. Main Street
Smithville, OH 44677

Sterling

6800 Chestnut Street
Sterling, OH 44276

Sullivan

204 State Route 58
Sullivan, OH 44880

Volant

193 Black Road
Volant, PA 16156

West Salem

40 Equity Street
West Salem, OH 44287

Williamsfield

2091 US-322
Williamsfield, OH 44093

Wooster

1009 W. Old Lincoln Way
Wooster, OH 44691

**CENTERRA**
CO-OP

Andover

225 E. Main Street
Andover, OH 44003

Dry Fertilizer: 18K tons
Liquid Fertilizer: 4K tons
Chemical/Seed: Chemical Building &
Bulk Seed



Cambridge Springs

225 Railroad Street
Cambridge Springs, PA 16403

Dry Fertilizer: 5K tons
Liquid Fertilizer: 2K tons
Chemical/Seed: Chemical Building

Loudonville

16570 State Route 3
Loudonville, OH 44842

Dry Fertilizer: 5K tons
Liquid Fertilizer: 3K tons
Chemical/Seed: NH_3 , Chemical Building &
Bulk Seed



Smithville

686 E. Main Street
Smithville, OH 44677

Dry Fertilizer: 6K tons

Liquid Fertilizer: 2K tons

Chemical/Seed: NH_3 , Chemical Building &
Bulk Seed



Sullivan

204 State Route 58
Sullivan, OH 44880

Dry Fertilizer: 6K tons

Liquid Fertilizer: 2K tons

Chemical/Seed: NH_3 , Chemical Building &
Bulk Seed

Volant

193 Black Road
Volant, PA 16156

Dry Fertilizer: 10K tons

Liquid Fertilizer: 3K tons

Chemical/Seed: Chemical Building



Andover

225 E. Main Street
Andover, OH 44003

Grain Capacity: 1.4 MM bu
Unit Train Facility: Truck Only



Coshocton

475 Browns Lane
Coshocton, OH 43812

Grain Capacity: 1.4 MM bu
Unit Train Facility: Short line to NS & CSX

Grafton

951 Mechanic Street
Grafton, OH 44044

Grain Capacity: 0.6 MM bu
Unit Train Facility: Singles, CSX



Grain Locations

Mansfield

489 N. Main Street
Mansfield, OH 44902

Grain Capacity: 5 MM bu
Unit Train Facility: CSX & NS



Feed Location

Sterling

6800 Chestnut Street
Sterling, OH 44276

Birdseed & Texturized Feeds
Wholesale Warehousing
Feed Capacity: 40K tons



All Locations and Features

Location	State	Agronomy	Grain	Feed & Birdhouse	Bulk Fuel	Retail Fuel	Propane	Retail	Corporate	Description
Andover	OH	X	X				X			Agronomy & Grain: Largest ag location Grain Storage: 1.4 MM Bu
Ashland	OH				X	X	X	X	X	Three physical locations
Burton	OH				X	X				Fuel
Cambridge Springs	PA	X								Agronomy
Chardon	OH							X		Country Store
Coshocton	OH		X							Grain: Extrude SBM; OCRS Grain Storage: 1.4 MM Bu
Elyria	OH				X	X				Fuel
Garrestsville	OH				X					Fuel
Gene Cooper	PA		X							Grain: Leased Grain Storage: 0.7 MM Bu
Grafton	OH		X					X		CSX singles; 600K space; load containers
Hebron	OH		X							Grain: OCRS; containers Grain Storage: 0.7 MM Bu
Jefferson	OH		X		X			X		Country Store, Fuel and Grain Grain Storage: 0.3 MM Bu
Loudonville	OH	X	X							Agronomy & Grain Grain Storage: 0.4 MM Bu
Mansfield	OH		X							Grain: NS & CSX Grain Storage: 5MM Bu
Marshallville	OH				X					Fuel
Medina	OH				X	X		X		Country Store and Fuel
Middlefield	OH	X					X		X	Agronomy, Propane
Mill Village	PA	S								Seasonal ag hub for Cambridge Springs
Ravenna	OH							X		Country Store
Smithville	OH	X	X							Agronomy & Grain; WLE Grain Storage: 1.3 MM Bu
Sterling	OH			X			X			Feed, Birdhouse & Propane
Seville	OH									Warehouse for bulk lubricants, Grain and Sterling
Sullivan	OH	X	X							Agronomy & Grain Grain Storage: 0.2 MM Bu
Volant	PA	X	X		X		X			Agronomy, Grain, Fuel and Propane Grain Storage: 1.4 MM Bu
Slippery Rock	PA	S								Seasonal ag hub for Cambridge Springs
West Salem	OH	S						X		Country Store and Seasonal ag hub for Smithville
Williamsfield	OH				X	X				Fuel
Wooster	OH							X		Country Store
Multiple States										International Grain team

Celina Corporate Office

426 W. Market St.
Celina, OH 45822

Antwerp

103 S. Cleveland Street
Antwerp, OH 45813

Chattanooga (Seasonal)

450 Strable Road
Rockford, OH 45882

Coldwater

3911 Burketsville-St. Henry Road
Coldwater, OH 45828

**Coldwater Grain North
(Seasonal)**

9421 State Route 118
Rockford, OH 45882

Convoy (Seasonal)

207 S. Main Street
Convoy, OH 45832

Elgin

18110 Sands Road
Elgin, OH 45838

Energy

5215 State Route 118
Coldwater, OH 45828

Glenmore

15052 Glenmore Road #57
Ohio City, OH 45874

Grover Hill (Seasonal)

301 W. Jackson Street
Grover Hill, OH 45849

Latty Agronomy

14170 State Route 613
Paulding, OH 45879

Latty Grain Elevator

14260 State Route 613
Paulding, OH 45879

Middle Point (Seasonal)

402 Veach Road
Middle Point, OH 45863

New Weston (Seasonal)

409 E. Main Street
New Weston, OH 45348

Payne

5215 State Route 118
Coldwater, OH 45828

Rockford (Seasonal)

409 E. Main Street
New Weston, OH 45348

Sherwood (Seasonal)

100 Farm Bureau Street
Sherwood, OH 43556

Truck Shop

1030 N. 2nd Street
Coldwater, OH 45828

**Celina**

417 W. Market Street
Celina, OH 45822

Minster

292 W. Fourth Street
P.O. Box 100
Minster, OH 45865

St. Anthony

5458 State Route 49
Fort Recovery, OH 45846

St. Henry

281 W. Main Street
St. Henry, OH 45883

**MPS Feed, LLC - West**

2930 State Route 118
St. Henry, OH 45883

MPS Feed, LLC - East

1001 McKinley Road
St. Marys, OH 45885

Coldwater

3911 Burketsville-St. Henry Road
Coldwater, OH 45828

Dry Fertilizer: 3K tons

Liquid Fertilizer: 225K gal

Chemical/Seed: Chemical Building



Elgin

18110 Sands Road
Elgin, OH 45838

Liquid Fertilizer: 2.3M gal

Chemical/Seed: Chemical Building

Latty Agronomy

14170 State Route 613
Paulding, OH 45879

Dry Fertilizer: 36K tons

Liquid Fertilizer: 2.1M gal

Chemical/Seed: Chemical Building



Grain Location

Latty Grain

14260 State Route 613
Paulding, OH 45879

Grain Capacity: 1.2M Bu
Unit Train Facility: 105 car



Feed Locations

MPS Feed, LLC - West

2930 State Route 118
St. Henry, OH 45883

Poultry Feed Manufacturing & Service

Feed Capacity: 800K ton



MPS Feed, LLC - East

1001 McKinley Road
St. Marys, OH 45885

Estimated Capacity: 1.5M tons

Celina

417 W. Market Street
Celina, OH 45822

Swine Feed Manufacturing & Service
Feed Capacity: 280K ton



Minster

292 W. Fourth Street
P.O. Box 100
Minster, OH 45865

Feed Store & Roller Mill
Feed Capacity: 35K ton

St. Anthony

5458 State Route 49
Fort Recovery, OH 45846

Cattle & Dairy Feed Manufacturing & Service
Feed Capacity: 280K ton



St. Henry

281 W. Main Street
St. Henry, OH 45883

Bagged Feed Warehouse & Delivery Route



Location	State	Agronomy	Grain	Energy	Feed	Corporate	Description
Antwerp	OH		S				Seasonal Grain Facility
Burkettsville	OH			X			Bulk Propane Storage
Celina	OH					X	Corporate Office
Chattanooga	OH	S					Seasonal Agronomy
Coldwater Agronomy	OH	X					Southern Agronomy Hub
Coldwater Energy	OH			X			Main Energy Office: bulk fuels, lubricants and propane storage
Coldwater Grain North	OH		S				Seasonal Grain Facility
Convoy	OH	S	S				Season Grain Facility, Seasonal NH ₃ Facility
Chickasaw	OH			X			Bulk Propane Storage - leased ground
Elgin	OH	X	X				Central Agronomy Hub, Grain Facility
Glenmore	OH	X					Agronomy
Grover Hill	OH		S				Seasonal Grain Facility
Latty Ag Campus	OH	X	X				Grain Shuttle Loader, Agronomy, and Dry Fertilizer Domes LLC w/CHS
Middle Point	OH	S					Seasonal NH ₃ Facility
Moulton	OH			X			Bulk Propane Storage - leased ground
New Weston	OH	X	S		X		Seasonal Grain, Agronomy Storage, Feed
Payne	OH		X				Grain, Single Car Loader, 1 mm gallon storage tank
Rockford	OH	X	S	X	X		Seed Facility, Seasonal Grain, Propane Bulk Storage, Feed Storage
Sherwood	OH		S				Seasonal Grain Facility
Truck Shop	OH						Truck Repair Shop and Truck Wash
Van Wert	OH			X			Bulk Fuel Storage
One-Eighteen	OH			X			Bulk Fuel Storage
Heartland - Celina	OH				X		Swine Feedmill
Heartland - Minster	OH				X		Retail Feed Store, Roller Mill, Grain Storage
Heartland - St. Anthony	OH			X	X		Cattle & Dairy Feedmill, Bulk Propane Storage
Heartland - St. Henry	OH				X		Bag delivery route warehouse & customer pick-up
MPS Feed, LLC - West	OH				X		Poultry Feedmill
MPS Feed, LLC - East	OH				X		Feedmill under construction

Fremont Corporate Office

2025 W. State Street
P.O. Box 870
Fremont, OH 43420

Attica Agronomy

3568 S. State Route 4
Attica, OH 44807

Ballville Agronomy

703 S. State Route 53
Fremont, OH 43420

Botkins Grain & Agronomy Hub

400 W. Walnut Street
Botkins, OH 45306

Bucyrus Energy

3202 State Route 98
Bucyrus, Ohio 44820

Clarksfield Grain

1981 Fitchville River Road
Wakeman, OH 44889

Clyde Grain

1100 Burkholder Road
Clyde, OH 43410

Crestline Agronomy

3000 W. Bucyrus Street
Crestline, OH 44827

Crestline Grain

2155 State Route 598
Galion OH 44833

Green Springs Agronomy (Seasonal)

8419 State Route 19
Green Springs, OH 44836

Kettlersville Energy

8977 State Route 274
Kettlersville, OH 45336

Lebanon Energy

555 N. Broadway
Lebanon, OH 45036

Medway Agronomy (Seasonal)

8721 Lower Valley Pike
New Carlisle, OH 45344

Monroeville Grain (Seasonal)

48 Baker Street
Monroeville, OH 44847

New Washington (Seasonal)

419 East Street
New Washington, OH 44854

Norwalk Agronomy

3130 Greenwich-Milan T.L. Road N.
Norwalk, OH 44857

Norwalk Energy

82 Townsend Avenue
Norwalk, OH 44857

Osgood Agronomy & Grain

17 E. Main Street
P.O. Box 129
Osgood, OH 45351

PCT | Sunrise

16420 McCartyville Road
Kettlersville, OH 45336

South Charleston Agronomy

10844 Huntington Road
South Charleston, OH 45368

South Charleston Fertilizer Hub

10660 Huntington Road
South Charleston, OH 45368

South Charleston Grain

21 Woodward Street
P.O. Box R
South Charleston, OH 45368

South Charleston Seed Hub

11888 State Route 41
P.O. Box R
South Charleston, OH 45368

Springfield Energy

821 N. Belmont Avenue
Springfield, OH 45503

Starbuck Agronomy & Energy

310 Starbuck Road
Wilmington, OH 45177

Uniopolis Agronomy & Grain

301 E. Ohio St.
Uniopolis, OH 45888

Attica Agronomy

3568 S. State Route 4
Attica, OH 44807

Dry Fertilizer: 2.7K ton

Liquid Fertilizer: 191K gal

Chemical/Seed: Chemical Building &
Seed



Ballville Agronomy

703 S. State Route 53
Fremont, OH 43420

Dry Fertilizer: 5K ton

Liquid Fertilizer: 2.1M gal

Chemical/Seed: Chemical Building &
Bulk Seed



Botkins Agronomy

400 W. Walnut Street
Botkins, OH 45306

Dry Fertilizer: 37K ton

Liquid Fertilizer: 4.1M gal

Chemical/Seed: N/A



Agronomy Locations

Crestline Agronomy

3000 W. Bucyrus Street
Crestline, OH 44827

Dry Fertilizer: 38K ton

Liquid Fertilizer: 3.0M gal

Chemical/Seed: Chemical Building &
Bulk Seed



Norwalk Agronomy

3130 Greenwich-Milan T.L. Road N.
Norwalk, OH 44857

Dry Fertilizer: 32K ton

Liquid Fertilizer: 2.5M gal

Chemical/Seed: Chemical Building &
Bulk Seed

Osgood Agronomy

17 E. Main Street
P.O. Box 129
Osgood, OH 45351

Dry Fertilizer: 900 ton

Liquid Fertilizer: 150K gal

Chemical/Seed: Chemical Building &
Seed



Agronomy Locations

South Charleston Agronomy

10844 Huntington Road
South Charleston, OH 45368

Dry Fertilizer: 40K ton

Liquid Fertilizer: 1.5M gal

Chemical/Seed: Chemical Building &
Bulk Seed



Starbuck Agronomy

310 Starbuck Road
Wilmington, OH 45177

Dry Fertilizer: 1.8K ton

Liquid Fertilizer: 262K gal

Chemical/Seed: Chemical Building &
Bulk Seed

Uniopolis Agronomy

301 E. Ohio Street
Uniopolis, OH 45888

Liquid Fertilizer: 2.0M gal

Chemical/Seed: Chemical Building &
Bulk Seed



PCT Kettlersville

Nutrient Production Facility

16420 McCartyville Road
Kettlersville, OH 45336

Liquid Fertilizer: 444K gal capacity

Dry Fertilizer: 1.1K ton

2 Mixers: 5K and 3K gal capacities



Grain Locations

Botkins Grain

400 W. Walnut Street
Botkins, OH 45306

Grain Capacity: 3.4M bu



Grain Locations

Clarksfield Grain

1981 Fitchville River Road
Wakeman, OH 44889

Grain Capacity: 8.8M bu



Clyde Grain

1100 Burkholder Road
Clyde, OH 43410

Grain Capacity: 8.3M bu

Crestline Grain

2155 State Route 598
Galion OH 44833

Grain Capacity: 9.0M bu



Grain Locations

Osgood Grain

17 E. Main Street
P.O. Box 129
Osgood, OH 45351

Grain Capacity: 530K bu



South Charleston Grain

21 Woodward Street
P.O. Box R
South Charleston, OH 45368

Grain Capacity: 10.0M bu

Uniopolis Grain

301 E. Ohio Street
Uniopolis, OH 45888

Grain Capacity: 5.4M bu



All Locations and Features

Location	State	Agronomy	Grain	Energy	Corporate	Description
Attica Agronomy	OH	X		X		Agronomy, Bulk Propane Tank
Ballville Agronomy	OH	X		X		Agronomy, Bulk Propane Tank
Botkins Agronomy & Grain	OH	X	X			Agronomy, Grain
Bucyrus Energy	OH			X		Energy - Location & separate Leased Fuel Space
Clarksfield Grain	OH		X	X		Grain, Bulk Propane Tanks (2)
Clyde Grain	OH		X			Grain
Crestline Agronomy & Grain	OH	X	X	X		Agronomy, Grain, Bulk Propane Tanks (2)
Fremont	OH				X	Corporate Office
Green Springs Agronomy	OH	X				Agronomy
Kettlersville Energy	OH			X		Energy Bulk Fuels
Lebanon Energy	OH			X		Energy - Bulk Fuels & Bulk Propane Tank
Medway Agronomy	OH	S		X		Seasonal - Agronomy, Bulk Propane Tank
Monroeville Grain	OH		S			Seasonal Grain Facility
New Washington Grain	OH		S			Seasonal Grain Facility
Norwalk Agronomy	OH	X				Agronomy
Norwalk Energy	OH			X		Energy - Bulk Fuels, Bulk Propane Tanks (2)
PCT Sunrise®	OH	X				Agronomy PCT,
Osgood Agronomy & Grain	OH	X	X	X		Agronomy, Grain, Bulk Propane Tank
South Charleston Agronomy & Grain	OH	X	X	X		Agronomy, Grain, Bulk Propane Tanks (3)
Springfield Energy	OH			X		Energy - Bulk Fuels, Bulk Propane
Starbuck Agronomy & Energy	OH	X		X		Agronomy, Energy - Bulk Propane Tanks (3)
Uniopolis Agronomy & Grain	OH	X	X			Agronomy, Grain, Bulk Propane Tanks (2)