

**ARTICLES OF INCORPORATION
OF
W.E.I. CORPORATION**

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MAY 16 1994
SECRETARY OF STATE

The undersigned Incorporator of a Corporation organized under the Iowa Business Corporation Act, Chapter 490, Code of Iowa (1993), does hereby adopt the following Articles of Incorporation for such Corporation.

**ARTICLE I
NAME OF THE CORPORATION**

The name of the Corporation shall be W.E.I. CORPORATION

**ARTICLE II
AUTHORIZED SHARES**

2.1 **Capital Stock.** The aggregate number of shares which this Corporation shall have authority to issue is 1,000,000 shares of Common Stock no par value, 1,000 shares of Class A Preferred Stock, \$300.00 par value, and 1,000 shares of Class B Preferred Stock, \$325.00 par value, (the Class A Preferred Stock and the Class B Preferred Stock are sometimes collectively hereinafter referred to as "Preferred Stock"). Each share of Common Stock shall have equal rights with each other share in respect of dividends, voting and in liquidation.

2.2 **Voting Privileges.**

(a) **General.** Each holder of Common Stock shall have one vote on all matters submitted to the stockholders for each share of such common stock standing in the name of such holder on the books of the Corporation. The Preferred Stock shall not have any voting rights except as otherwise provided in these Articles and by the Iowa Business Corporation Act.

2.3 **Terms of the Preferred Stock.**

(a) **Dividends.** The holders of shares of the Preferred Stock shall receive an annual, cumulative dividend equal to five percent of the respective par value of the Preferred Stock. All dividends due and owing the holders of the Preferred Stock, for any current year and in arrears shall be paid before any dividends are declared and paid on the Common Stock.

(b) **Liquidation Preference.** In the event of an involuntary or voluntary

liquidation or dissolution of the Corporation at any time, the holders of shares of Class A Preferred Stock shall be entitled to receive out of the assets of the Corporation an amount equal to \$300.00 per share and the holders of shares of Class B Preferred Stock shall be entitled to receive out of the assets of the Corporation an amount equal to \$325.00 per share (appropriately adjusted to reflect stock splits, stock dividends, reorganizations, consolidations and similar changes hereafter effected) plus all dividends unpaid and accumulated or accrued thereon to the date of such distribution.

(c) Redemption. Any time or times the Corporation may elect to have any or all of either class Preferred Stock or both redeemed by the Corporation. Such election shall be made by written notice to the holders of the Preferred Stock. If less than all of the shares of Preferred Stock is redeemed, then the redemption shall be either pro rata or by lot among the holders of the affected class of Preferred Stock, as determined by the board of directors of the Corporation. If such election is made by the Corporation, then the Class A Preferred Stock shall be redeemed within 60 days of the election at a price per share equal to \$300.00 plus all accumulated and unpaid dividends and the Class B Preferred Stock shall be redeemed within 60 days of the election at a price per share equal to \$325.00 plus all accumulated and unpaid dividends, as the case may be.

2.4 Additional Terms Applicable to the Preferred Stock.

(a) Liquidation Preference. In the event of either an involuntary or a voluntary liquidation or dissolution of the Corporation, payment shall be made first to the holders of the outstanding shares of Preferred Stock, in the amounts herein fixed, before any payment shall be made or any assets distributed to the holders of the shares of the Common Stock or any other class or series of shares of the Corporation ranking junior to the Preferred Stock, upon dissolution or liquidation of the Corporation; thereafter, the holders of the outstanding shares of Common Stock shall be entitled, to the exclusion of the holders of the Preferred Stock, to share ratably in all assets of the Corporation then remaining.

If upon any liquidation or dissolution of the Corporation the assets available for distribution shall be insufficient to pay the holders of all outstanding shares of Preferred Stock the full amounts to which such holders shall be entitled, the holders of shares of Preferred Stock shall share pro rata in any such distributions of assets to such holders and the holders of Class A Preferred Stock and Class B Preferred Stock shall be treated *pari passu*.

(b) Redemption. On or after the date fixed for any redemption, each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates evidencing such shares to the Corporation and shall thereupon be entitled to receive payment. If less than all of the shares represented by any such

surrendered certificate or certificates are redeemed, the Corporation shall issue a new certificate for the unredeemed shares.

If the Corporation deposits, on or prior to any date fixed for redemption of shares of Preferred Stock, with any bank having capital and surplus of at least \$10,000,000, as a trust fund, a sufficient sum to redeem, on the date fixed for redemption thereof, the shares of Preferred Stock to be redeemed, with instructions and authority to such bank to pay the redemption price on or after the date fixed for redemption or prior thereto upon the surrender of the certificates representing the shares then being redeemed, then and from and after the date of such deposit, and notwithstanding that any certificate for shares so called for redemption shall not have been surrendered for cancellation, the shares so called for redemption shall no longer be deemed to be outstanding and all rights with respect thereto shall forthwith cease and terminate, except only the right of the holders thereof to receive from such bank, at any time after the date of such deposit, the sum so deposited, without interest until the date of redemption. Any funds so deposited and unclaimed at the end of four years from such redemption date shall be released or repaid to the Corporation, after which the holders of shares of Preferred Stock so called for redemption shall be entitled to receive payment of the redemption price only from the Corporation.

2.5 Additional Terms Applicable to the Common Stock.

(a) Dividends. Dividends may be paid on the Common Stock out of any assets at the time legally available therefor provided that the terms of paragraph 2.3 (a) are satisfied. Any dividend so declared shall be distributed among and paid to the holders of the outstanding Common Stock without distinction according to their respective shares, that is to say, share and share alike.

(b) Liquidation. In the event of the voluntary or involuntary liquidation, dissolution, or winding up of this Corporation, the holders of the Common Stock shall be entitled to receive all of the remaining assets of the Corporation after satisfaction of the liquidation preference of the holders of the Preferred Stock set out herein, and such assets shall be distributed to the holders of the outstanding Common Stock without distinction according to their respective shares, that is to say, share and share alike.

**ARTICLE III
REGISTERED OFFICE OF AGENT**

The address of the initial registered office of the Corporation is 101 E. Union, PO Box 77, Edgewood, Iowa 52042-0077 and the name of the initial registered agent at such address is Steven A. Brady.

**ARTICLE IV
INCORPORATOR**

The name and address of the Incorporator is J. Marc Ward, 1600 Hub Tower, 699 Walnut Street, Des Moines, Iowa 50309.

**ARTICLE V
LIMITATION OF LIABILITY OF DIRECTORS**

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 833 of the Iowa Business Corporation Act, or (iv) for any transaction from which the director derived an improper personal benefit.

IN WITNESS WHEREOF, the aforesaid Incorporator has caused the execution of the foregoing Articles of Incorporation on this 16th day of May, 1994.


J. Marc Ward

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STATE OF IOWA
SECRETARY OF STATE
FILED 05/16/1994 AT 8:25 AM
FILING # 000175708W00043038
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ARTICLES OF MERGER
OF
WOODS EDGE, INC.
WITH AND INTO
W.E.I. CORPORATION

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175708-S

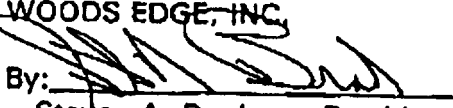
Pursuant to the provisions of Iowa Code Section 490.1101 *et seq.* undersigned, being the disappearing and surviving corporations, adopt the following Articles of Merger for the purpose of merging Woods Edge, Inc., an Iowa corporation with and into W.E.I. Corporation, an Iowa corporation:

1. The Agreement and Plan of Merger (the "Agreement"), attached hereto, was adopted and approved by a vote of 127 to 0 by the shareholders of Woods Edge, Inc. (the "Disappearing Corporation") at a meeting duly called and held on May 16, 1994. Two hundred and forty-five shares were entitled to vote at the meeting. The Agreement was approved by a majority of the board of directors of the Disappearing Corporation at a meeting duly called and held on May 16, 1994.

2. The Agreement was adopted and approved by the vote of the sole shareholder of W.E.I. Corporation (the "Surviving Corporation") at a meeting held on May 16, 1994. The Agreement was approved by a majority of the board of directors of the Surviving Corporation at a meeting duly called and held on May 16, 1994.

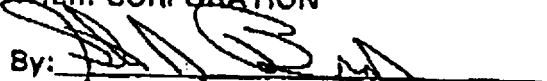
Dated as of the 16th day of May, 1994.

WOODS EDGE, INC.

By: 

Steven A. Brady, President

W.E.I. CORPORATION

By: 

Steven A. Brady, President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of May 16, 1994, by and between W.E.I. CORPORATION, an Iowa corporation (the "Surviving Corporation") and Woods Edge, Inc., an Iowa corporation ("Disappearing Corporation").

WHEREAS, the Surviving Corporation is a corporation duly organized under the laws of the State of Iowa and Disappearing Corporation is a corporation duly organized under the laws of the State of Iowa.

WHEREAS, each shareholder of the Disappearing Corporation immediately prior to the merger of Disappearing Corporation into Surviving Corporation (the "Merger") will become a preferred shareholder of the Surviving Corporation as a result of the Merger.

WHEREAS, a majority of the Board of Directors of the Surviving Corporation and a majority of the Board of Directors and the shareholders of the Disappearing Corporation, respectively, approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the premises, covenants and conditions contained herein, the Surviving Corporation and the Disappearing Corporation hereby enter into this Agreement.

SECTION 1. THE MERGER. The Disappearing Corporation shall be merged into and under the Articles of Incorporation of the Surviving Corporation pursuant to the provisions of, and with the effect provided in Sections 1101 and 1107 of the Iowa Business Corporation Act. The Surviving Corporation shall be the continuing corporation and as of the effective date of the Merger the separate existence of the Disappearing Corporation shall cease.

SECTION 2. SURVIVING CORPORATION. Upon the Merger becoming effective, the name of the Surviving Corporation shall be "Woods Edge, Inc.", and its Articles of Incorporation and Bylaws shall be the Articles of Incorporation and Bylaws of the Surviving Corporation upon the effective date of the Merger. The principal office of the Surviving Corporation shall be its currently existing principal office.

SECTION 3. EFFECT OF THE MERGER. (a) Upon the Merger becoming effective, the corporate existence of the Surviving Corporation and the Disappearing Corporation shall be merged into and continued in the Surviving Corporation, as provided by the Iowa Business Corporation Act, and the Surviving Corporation shall be deemed to be the same corporation as the Surviving Corporation and the Disappearing Corporation combined, possessing all the rights, interests, privileges, powers and franchises and being subject to all restrictions, liabilities and duties of

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each. All and each of the rights, interests, privileges and franchises of the Surviving Corporation and Disappearing Corporation and all property, real, personal and mixed, and all debts due to the Surviving Corporation and Disappearing Corporation on whatever account, shall be vested in the Surviving Corporation without any deed or other transfer and without any order or other action on the part of any court or otherwise; and, all property, rights, privileges, powers, franchises and interests and each and every other interest of the Surviving Corporation or Disappearing Corporation shall be thereafter the property of the Surviving Corporation. The Surviving Corporation, by virtue of the Merger, and without any order or other action on the part of any court or otherwise, shall hold and enjoy the same and all rights of property, franchises, and interests, including appointments, designations and nominations and all other rights and interests in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by the Surviving Corporation and Disappearing Corporation immediately prior to the Merger.

(b) Upon the Merger becoming effective, the Surviving Corporation shall be liable for all liabilities, obligations and contracts of the Surviving Corporation and of the Disappearing Corporation, respectively, matured or unmatured, whether accrued, absolute, contingent or otherwise; and whether or not reflected or reserved against on balance sheets, books of account, or records of the Surviving Corporation or the Disappearing Corporation, as the case may be, shall be those of the Surviving Corporation, and shall not be released or impaired by the Merger; and, all rights of creditors and other obligees and all liens on property of either the Surviving Corporation or the Disappearing Corporation shall be preserved unimpaired.

SECTION 4. CONVERSION OF STOCK. Upon the Merger becoming effective, each shareholder of the Disappearing Corporation at the effective date of the Merger shall become a preferred shareholder of the Surviving Corporation. Each shareholder of the Disappearing Corporation will receive one share of Class A preferred stock of the Surviving Corporation for each share of stock of the Disappearing Corporation owned by such shareholder which was purchased for \$300.00 and will receive one share of Class B preferred stock of the Surviving Corporation for each share of stock of the Disappearing Corporation owned by such shareholder which was purchased for \$325.00.

SECTION 5. DIRECTORS AND OFFICERS. The Board of Directors and officers of the Surviving Corporation, upon the Merger becoming effective, shall consist of all persons who are directors and officers of the Surviving Corporation immediately before the Merger becomes effective and shall continue in office until their successors are elected and qualified.

SECTION 6. DIRECTOR AND SHAREHOLDER APPROVAL. This Agreement has been approved by a majority of the directors and shareholders of the Disappearing Corporation and the board of directors and shareholders of the Surviving Corporation.

SECTION 7. TERMINATION. This Agreement may be terminated at any time before the Merger becomes effective, by the mutual consent of the Surviving Corporation and Disappearing Corporation.

Upon termination by written notice, as provided in this Section 7, this Agreement shall be void and of no further effect, and there shall be no liability by reason of this Agreement or the termination thereof on the part of any of the Surviving Corporation, the Disappearing Corporation, or the directors officers, employees, agents, shareholders or members or any of them.

SECTION 8. EFFECTIVE DATE. Subject to the terms and upon satisfaction of all requirements of law and the conditions specified in this Agreement, the Merger shall become effective upon the filing of the Articles of Merger with the Iowa Secretary of State.

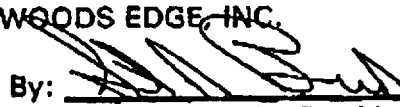
IN WITNESS WHEREOF, the Surviving Corporation and the Disappearing Corporation have caused this Agreement and Plan of Merger to be executed in counterpart by their duly authorized officers as of the date first above written.

W.E.I. CORPORATION

By: 

Steven A. Brady, President

WOODS EDGE, INC.

By: 

Steven A. Brady, President

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Receipt: 1243353	

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PAUL D. PATE
Secretary of State
State of Iowa

**Statement of Change
of Registered Office or
Registered Agent or Both**

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Pursuant to the provisions of the *Iowa Business Corporation Act*, the *Iowa Limited Liability Company Act*, or the *Iowa Nonprofit Corporation Act*, the corporation submits the following statement to change the registered office or registered agent or both, in Iowa:

#175708

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JAN 22 1993

SECRETARY OF STATE

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1. The name of the corporation: W.E.I. Corporation

2. The address of the new registered office of the corporation: *

504 West Union, P.O. Box 307 Edgewood IA 52042
Street City State Zip

3. The name of the new registered agent for the corporation: *

Brett W. Nagel

*NOTE: The address of the registered office and the address of the business office of the registered agent as changed, will be identical.

4. Signature Arthur M. Fudge, Jr.

Please type or print name and title: Arthur M. Fudge, Jr.

COMPLETE THIS ITEM ONLY IF REGISTERED AGENT HAS CHANGED.

The undersigned consents to be appointed registered agent for the corporation named in this statement.

Name of new agent Brett W. Nagel

Signature

[Signature]

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SECRETARY OF STATE

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1:00 PM
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The information you provide will be open for public inspection under Iowa (

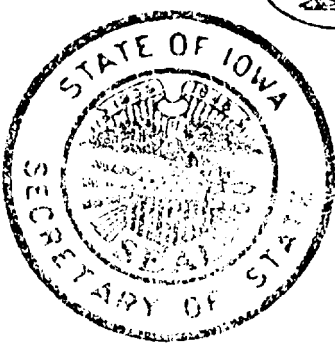
PLEASE READ INSTRUCTIONS ON REVERSE BEFORE CC

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DEPARTMENT OF SECURITY IOWA

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8 MAR 299
51.00
RECORDER

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Joe Chapman
Woods Edge Inc.
P.O. Box 307
Edgewood, IA



STATE OF IOWA
Secretary of State Office

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I hereby certify that this is a true and complete document(s) to which the seal is affixed as filed in this office beginning 16th day of May 1994 to and including the date below.

DATED March 27 1998

Frank D. Tate
Secretary of State

BY: Diana Bludette

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