

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
MCLEAN COUNTY, ILLINOIS**

|                                    |   |                              |
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| ILLINOIS AGRICULTURAL ASSOCIATION, | ) |                              |
|                                    | ) |                              |
| Plaintiff,                         | ) | Case No. 2024CH000046        |
|                                    | ) |                              |
| v.                                 | ) |                              |
|                                    | ) |                              |
| AMERICAN FARM BUREAU FEDERATION,   | ) | <b>Demand for Jury Trial</b> |
|                                    | ) |                              |
| Defendant.                         | ) |                              |
|                                    | ) |                              |

**VERIFIED SECOND AMENDED COMPLAINT**

For its Verified Second Amended Complaint, Plaintiff Illinois Agricultural Association, publicly known as “Illinois Farm Bureau,” alleges as follows against Defendant American Farm Bureau Federation (“AFBF”):

**NATURE OF THE ACTION**

1. For more than one hundred years, Illinois Agricultural Association has held itself out to the public as “Illinois Farm Bureau.” Illinois Farm Bureau is the fifth largest Farm Bureau in the nation and Illinois’ largest not-for-profit agricultural organization, providing services to more than 300,000 members, including more than 70,000 farmers and farmland owners.

2. AFBF summarily terminated Illinois Farm Bureau’s membership in AFBF, effective December 20, 2024, purporting to thereby foreclose it from ever using its “Illinois Farm Bureau” name after that date. This termination violates a previous settlement agreement entered into between the parties, which secured Illinois Farm Bureau’s right to be known as “Illinois Farm Bureau.”

3. Additionally, AFBF sent letters to Illinois Farm Bureau’s members and others containing false and defamatory statements that harm Illinois Farm Bureau’s reputation and interfere with its relationships in the farming community.

4. In January 2025, AFBF, in violation of the parties' agreements and in bad faith, purported to amend its bylaws to punitively single out Illinois Farm Bureau and charge it inflated membership dues on a different basis than any other AFBF member.

5. Unless relief is granted, Illinois Farm Bureau will suffer severe and irreparable harm to its organization, which is comprised of the over 70,000 Illinois farmers and farmland owners who for decades have known and depended upon Illinois Farm Bureau to advocate on their behalf and support agricultural-related causes throughout the state, including educational, environmental, and mental health initiatives.

6. Illinois Farm Bureau therefore brings this action seeking, among other relief: (a) a declaration that AFBF is not entitled to terminate Illinois Farm Bureau's membership, (b) specific performance of the settlement agreement terms permitting Illinois Farm Bureau to continue operating as "Illinois Farm Bureau," (c) money damages Illinois Farm Bureau sustained as a result of AFBF's breach of the settlement agreement, (d) money damages Illinois Farm Bureau sustained as a result of AFBF's false and defamatory statements, (e) a declaration that AFBF's purported bylaw amendment is invalid and unenforceable, (f) money damages Illinois Farm Bureau sustained as a result of AFBF's illegal bylaw amendment, and (g) an injunction maintaining the status quo and allowing Illinois Farm Bureau to continue using its name during the pendency of this lawsuit.

### **PARTIES**

7. Plaintiff Illinois Agricultural Association, known to the public as "Illinois Farm Bureau," is an Illinois not-for-profit corporation with a principal place of business located at 1701 Towanda Ave., Bloomington, Illinois 61701.

8. Defendant AFBF is an Illinois not-for-profit corporation with a principal place of business located at 600 Maryland Ave., S.W., Suite 1000W, Washington, DC 20024.

### **JURISDICTION AND VENUE**

9. This Court has jurisdiction over this dispute, and venue is proper because both Plaintiff and Defendant are Illinois corporations, and this dispute concerns a settlement agreement authorizing Illinois Farm Bureau to operate as a “Farm Bureau” in its home state of Illinois.

10. The Court has jurisdiction over AFBF under 735 ILCS 5/2-209(b)(3) because AFBF “[i]s a corporation organized under the laws of this State” and 735 ILCS 5/2-209(a)(7) because this matter arises from “[t]he making or performance of [a] contract or promise substantially connected with this State.”

11. Venue is proper in this Circuit Court for the Eleventh Judicial Circuit in McLean County, Illinois under 735 ILCS 5/2-101 and 735 ILCS 5/2-102(a) because Plaintiff is headquartered in McLean County, and McLean County is therefore “the county in which the transaction or some part thereof occurred out of which the cause of action arose” and the county in which AFBF “is doing business” with Plaintiff.

### **GENERAL ALLEGATIONS**

12. The farm bureau system has a storied place in United States history. For more than one hundred years, numerous farmers and other persons interested in agriculture have organized into membership groups at the state and county level for the purpose of promoting and improving agriculture. To identify themselves, these groups generally use the term “farm bureau,” preceded by specific reference to the county or state in which they are located. For example, one such group located in McLean County identifies as the “McLean County Farm Bureau.”

13. Illinois Farm Bureau is the farmer organization comprised of individual members from across the State of Illinois. Members belong to both Illinois Farm Bureau, as well as one of the ninety-three county farm bureau organizations operating throughout the State. Illinois Agricultural Association has continuously used the “Illinois Farm Bureau” name for at least the

last one hundred years and is widely considered to be the preeminent voice for farmers and agriculture in Illinois.

14. AFBF is the national farmers organization, whose voting membership is comprised of the various state farm bureaus from around the United States, including Illinois Farm Bureau.

15. Illinois Farm Bureau is one of the founding members of AFBF. Throughout this relationship, the parties have entered into a series of membership agreements. Through these agreements, Illinois Farm Bureau is entitled to use the name “Farm Bureau” in the State of Illinois.

16. Illinois Farm Bureau’s longstanding mission is “to improve the economic well-being of agriculture and enrich the quality of farm family life.” Consequently, Illinois Farm Bureau advocates for farmers and agriculture, connects the farming community with consumers, provides access to reliable agriculture information and education, and creates value by promoting the principles and quality of life many Illinoisans hold dear.

17. Like other state farm bureaus, throughout its history, Illinois Farm Bureau formed affiliated companies to help meet the needs of its members for particular products and services. Among the most significant of such products and services are insurance and related financial products, often specifically tailored to the needs of the farm market.

18. In this respect, Country Mutual Insurance Company (“Country Mutual”), both directly and through its wholly-owned subsidiaries, has long offered insurance products to Illinois farmers and others in Illinois while holding itself out to the public as an affiliate of Illinois Farm Bureau.

### **The Previous Dispute and Settlement Agreement**

19. In the 1980s, a dispute arose between AFBF and Illinois Farm Bureau, after AFBF filed an application in the United States Patent and Trademark Office to register the “Farm Bureau”

designation. Illinois Farm Bureau opposed the registration and subsequently filed a lawsuit against AFBF to quiet title to the “Illinois Farm Bureau” designation (the “Lawsuit”).

20. The parties ultimately resolved their dispute through a settlement agreement dated March 23, 1990 (the “Settlement Agreement”). A copy of the Settlement Agreement is attached as Exhibit A.

21. Under the Settlement Agreement, the parties agreed, among other terms and conditions, that: (a) AFBF would register and hold the Farm Bureau registration for the benefit of all state farm bureaus, (b) Illinois Farm Bureau would dismiss the Lawsuit, and (c) AFBF and Illinois Farm Bureau would enter into a new membership agreement permitting Illinois Farm Bureau and its affiliates exclusive royalty-free use of the Farm Bureau name in Illinois.

22. It was critically important to Illinois Farm Bureau that it have the continued ability to operate under its Farm Bureau name. To protect this right, the Settlement Agreement provides: “As long as IAA [Illinois Agricultural Association] abides by the terms of the Membership Agreement, AFBF shall take no action to terminate IAA’s membership in AFBF” and “AFBF agrees that (exclusive of improper use of the FARM BUREAU Marks) it will not seek to limit or terminate IAA’s membership rights in AFBF by reason of the business activities of IAA’s affiliates.” (See Ex. A, ¶¶ 6(b), (g).)

23. As contemplated by the Settlement Agreement, Illinois Farm Bureau entered into the membership agreement with AFBF dated March 28, 1990, which expressly states that it “has been executed in accordance with” the Settlement Agreement and is “subject to the terms” of the Settlement Agreement. A copy of the 1990 Membership Agreement is attached as Exhibit B.

24. The Settlement Agreement likewise states that “The Membership Agreement between IAA and AFBF, as referred to herein, shall be interpreted in accordance with the

provisions of this Settlement Agreement and, in the event any discrepancies or inconsistencies exist between the provisions of this Settlement Agreement and the Membership Agreement, the provisions of this Settlement Agreement shall control.” (See Ex. A, ¶ 5.)

25. Thereafter, on April 22, 2008, Illinois Farm Bureau entered into a new membership agreement with AFBF, which states that it “shall supersede all previous membership agreements” between the parties, but is “subject to the terms of the Settlement Agreement.” A copy of the 2008 Membership Agreement is attached as Exhibit C.

### **The Current Dispute**

26. Leading up to and culminating in August 2024, Country Mutual evaluated the underwriting rules it uses to write and renew the insurance products it offers in the State of Illinois. Country Mutual files these rules with the Illinois Department of Insurance, and the rules guide Country Mutual in determining an insured’s eligibility to purchase and/or renew insurance policies issued in Illinois.

27. As a result of the evaluation, Country Mutual’s management made a business decision to modify the underwriting rules for insurance products written and renewed in Illinois on or after January 1, 2025. Both the original and modified underwriting rules provide that, in order to be eligible for an agribusiness insurance product issued by Country Mutual, an insured must be a member of Illinois Farm Bureau. But for non-agribusiness insurance products issued by Country Mutual, the modified underwriting rules do not require the insured to be an Illinois Farm Bureau member.<sup>1</sup>

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<sup>1</sup> Country Mutual’s subsidiaries, Country Preferred Insurance Company and Country Casualty Insurance Company, adopted similar underwriting rules to be effective January 1, 2025.

28. Illinois Farm Bureau members pay their annual dues to Illinois Farm Bureau and their local county Farm Bureau, and Illinois Farm Bureau in turn pays a portion of those dues to AFBF as dues for Illinois Farm Bureau's membership in AFBF. As a matter of courtesy, Illinois Farm Bureau informed AFBF of Country Mutual management's decision to modify its underwriting rules effective January 1, 2025.

29. Weeks after learning about the management decision, AFBF began sending contentious emails to Illinois Farm Bureau accusing Illinois Farm Bureau and/or Country Mutual of taking action "against AFBF's interest" that AFBF asserted "threatens immediate, severe, and long-lasting harm" with "devastating financial impact" to AFBF.

30. AFBF requested that the President of Illinois Farm Bureau address Country Mutual's actions to the AFBF Board of Directors at a meeting on October 2, 2024. Illinois Farm Bureau's President appeared at the meeting and gave remarks on behalf of Illinois Farm Bureau. He also read a prepared statement from Country Mutual's CEO, Jim Jacobs.

31. In Country Mutual's statement, it explained to AFBF the business reasons for management's decision, including that: (a) a client's failure to pay Illinois Farm Bureau membership dues, even due to an oversight, results in the policy being nonrenewed, leaving clients without insurance; (b) severe weather, inflation, economic pressure, and other factors have substantially driven up the cost of insurance; (c) while farm families remain one of Country Mutual's three core client groups, they are not its only clients; (d) Country Mutual has received decades of feedback from its non-farmer clients expressing dissatisfaction with the membership requirement; and (e) while Country Mutual will no longer require an Illinois Farm Bureau membership for non-agribusiness insurance products, non-farmer individuals are still welcome to

remain members of Illinois Farm Bureau and are encouraged to do so—it is just not a requirement to obtain insurance.

32. As part of its October 2nd meeting, the AFBF Board passed a “resolution” generally stating: “RESOLVED, that the Bylaws and the Membership Agreement of the American Farm Bureau Federation establish an expectation and obligation of each state Farm Bureau organization, acting in good faith within the context of its own ability and opportunities, to prioritize membership and to strive to recruit and retain individual and family Farm Bureau members.”

33. On October 9, 2024, AFBF further wrote to Illinois Farm Bureau advising that there would be an “upcoming November 1 AFBF Board meeting” to “determine whether to terminate the membership of [Illinois Farm Bureau] in AFBF” based on the decision of Country Mutual’s management.

34. Then, on October 19, 2024, AFBF sent a letter to “County Farm Bureau Presidents in Illinois” again referencing the Country Mutual management decision and stating that AFBF “may make the difficult decision to terminate [Illinois Farm Bureau]’s membership for the long-term good of Farm Bureau” and that “[t]his could happen as soon as the board’s special meeting scheduled for October 31.” AFBF widely shared this letter with other state “Farm Bureau Presidents,” “Farm Bureau Administrators,” and “National Committee Chairs.”

35. On October 25, 2024, AFBF sent a second letter to “County Farm Bureau Presidents in Illinois” and “Illinois Farm Bureau Board of Directors,” which again threatened to terminate Illinois Farm Bureau’s membership in AFBF.

36. In these communications, AFBF did not identify any provision of the Settlement Agreement or any membership agreement that Illinois Farm Bureau purportedly violated. Similarly, AFBF did not allege any improper use of the “Farm Bureau” name by Country Mutual

or any other Illinois Farm Bureau affiliate. Instead, AFBF's communications exclusively targeted Country Mutual management's decision to modify its underwriting rules.

37. Despite this, and without any proper justification, AFBF voted to terminate Illinois Farm Bureau's membership in AFBF on November 7, 2024, with the purported termination effective as of December 20, 2024.

38. AFBF's termination did exactly what AFBF promised not to do in the Settlement Agreement—that is, based on the business activities of Illinois Farm Bureau's affiliates, AFBF is removing Illinois Farm Bureau's contractual right to use the "Farm Bureau" name and depriving Illinois Farm Bureau of other important AFBF membership rights and benefits, including a voice in national farm policy issues. At the same time, AFBF seeks to maintain all the benefits it received as part of the negotiated and agreed-to settlement.

#### **The Mediation Provision**

39. The Settlement Agreement includes a "Mediation and Dispute Resolution" provision that states: "In the event that disputes arise between the parties hereto concerning the provisions of this Settlement Agreement or the provisions of the Membership Agreement, including disputes over use of the FARM BUREAU Marks or disputes over membership rights, the parties agree to submit such disputes to mediation before a neutral mediator selected by agreement of all parties to the dispute. No party to this Settlement Agreement shall commence judicial or administrative proceedings with respect to any such dispute without first making a good faith effort to resolve the dispute through mediation. The parties hereto agree to use their best efforts to resolve any dispute between them without resort to judicial or administrative proceedings. If the parties are unable to agree upon a neutral mediator or if the parties cannot resolve their dispute through mediation, any party hereto may initiate appropriate judicial or

administrative proceedings to resolve the dispute and may seek any and all available legal and equitable remedies.”

40. Accordingly, after receiving correspondence from AFBF leading up to the October 2nd Board meeting, Illinois Farm Bureau sent an email to AFBF on September 27, 2024, directing it to the mediation provision in the Settlement Agreement and inviting AFBF to mediate any disputes surrounding “Illinois Farm Bureau Membership.”

41. Illinois Farm Bureau then formally demanded mediation on October 15, 2024, after Illinois Farm Bureau received AFBF’s October 9th letter making clear that there was a dispute between the parties over membership rights. In its mediation demand, Illinois Farm Bureau proposed that the mediation take place on October 25, 2024. AFBF responded that this proposed mediation date was “infeasible,” and that AFBF would be engaging outside counsel to respond to the mediation demand.

42. When Illinois Farm Bureau did not receive a response from AFBF to its October 15th mediation demand, Illinois Farm Bureau sent a message to AFBF on October 21, 2024, stating: “We request that, by the close of business on Thursday, October 24, AFBF confirm it will mediate, and that it will maintain the status quo and not take any action with respect to [Illinois Farm Bureau]’s membership rights until after the mediation. If we do not hear from you by then, [Illinois Farm Bureau] will assume that AFBF is declining to mediate and will be guided accordingly. We look forward to receiving AFBF’s response by Thursday.”

43. After receiving AFBF’s October 25th letter, Illinois Farm Bureau made yet another demand for mediation on October 26, 2024.

44. Subsequently, on November 11, 2024, AFBF and Illinois Farm Bureau mediated their dispute in Chicago, Illinois. Mediation was not successful in resolving the dispute.

### **The Impact of Termination**

45. If termination of Illinois Farm Bureau's membership in AFBF goes into effect, it will have a devastating impact on Illinois Farm Bureau, which has continuously operated as a "Farm Bureau" for over one hundred years. Such harm cannot be resolved by money damages or other future remedy.

46. Illinois Farm Bureau has invested millions of dollars in the "Illinois Farm Bureau" brand, and the public recognizes the brand "Illinois Farm Bureau." Among other things, Illinois Farm Bureau has extensively publicized its brand in radio broadcasts, print publications, trade group meetings, physical office space, tangible products, and other means.

47. If Illinois Farm Bureau is no longer able to use the "Farm Bureau" name, as it has for the past century, it will be extremely detrimental to Illinois Farm Bureau's goodwill and reputation throughout the state, as there will be widespread confusion among its members, vendors, and the general public as to why the name was dropped and with whom they are to have continued dealings.

48. Losing the "Farm Bureau" name will further impede access to the critical services Illinois Farm Bureau provides to its membership, including programming and outreach to Illinois farmers and others with respect to education, environmental causes, and mental health assistance. Membership will not know who to go to for these services, and they will not have any ready alternative, as Illinois Farm Bureau is by far the largest and most well-recognized agricultural association in Illinois.

49. There will also be harm to the general public because Illinois Farm Bureau will no longer be in position to effectively advance its programs and initiatives that, among other things: (a) promote safety and health in order to reduce the number of farm work-related injuries and

deaths, (b) provide training with respect to the safe production, handling, and preparation of foods, and (c) provide education concerning environmental issues and best-management practices that can help meet conservation goals.

50. The critical mission of the Illinois Farm Bureau to advance agricultural interests through both the state and federal legislature will also be compromised, as Illinois Farm Bureau's legislative initiatives and lobbying efforts are all done as the "Illinois Farm Bureau." An abrupt end to the "Illinois Farm Bureau" name will therefore confuse legislators, elected officials, constitutional officers, and/or their staffs as to the organization involved in the lobbying process and the interests they represent.

51. The irreparable harm to Illinois Farm Bureau is further described in the Affidavit of Kevin Semlow, which is attached as Exhibit D and incorporated herein by reference.

#### **The False and Defamatory Statements**

52. Separate and apart from the termination, AFBF has already caused substantial harm to Illinois Farm Bureau through: (1) the October 19, 2024 letter that AFBF sent to "County Farm Bureau Presidents in Illinois," and then shared with other state "Farm Bureau Presidents," "Farm Bureau Administrators," and "National Committee Chairs" across the country; and (2) the October 25, 2024 letter that AFBF sent to "County Farm Bureau Presidents in Illinois." These letters contain false and defamatory statements that harm Illinois Farm Bureau's reputation and interfere with its relationships in the farming community.

53. For example, the October 19th letter falsely states that there has been a decision by "Country Financial management to voluntarily and unilaterally drop hundreds of thousands of Farm Bureau members." AFBF further references "Illinois Farm Bureau's decision to drop

hundreds of thousands of members.” These statements are false because neither Illinois Farm Bureau nor Country Mutual or its affiliates are “dropping” any members.

54. Moreover, AFBF knew that its statements were false or AFBF made the statements with a reckless disregard for whether they were false or not. When AFBF made these statements, Illinois Farm Bureau had previously advised AFBF about the precise nature of Country Mutual’s underwriting rule change, including that while Country Mutual will no longer require an Illinois Farm Bureau membership for non-agribusiness insurance products, non-farmer individuals are still encouraged to remain members of Illinois Farm Bureau—it is just not a requirement to obtain insurance. As such, AFBF knew that it was Country Mutual, not Illinois Farm Bureau, that made the underwriting rule change. Upon information and belief, AFBF leaders acknowledged and well understood these facts. AFBF also knew that Country Mutual was encouraging Farm Bureau membership, not “dropping” members. AFBF nevertheless widely published its false statements that Country Mutual and Illinois Farm Bureau made a decision to “drop hundreds of thousands of members.”

55. In another example, the October 19th letter falsely states that “the [Illinois Farm Bureau] board will not meet with us” and “[Illinois Farm Bureau] leadership . . . refused to meet with us.” AFBF made these statements even though Illinois Farm Bureau had previously both invited and demanded a meeting with AFBF, with the form of that meeting to be a mediation, as is required by the Settlement Agreement. AFBF therefore again knew that its statements were false or AFBF made the statements with a reckless disregard for whether they were false or not.

56. In yet another example, the October 19th letter falsely states that “[Illinois Farm Bureau] leadership’s decision to allow” the decision by Country Mutual’s management “violates the AFBF Bylaws and Membership Agreement.” This statement is false, and AFBF knew it was

false, had a high degree of awareness that the statement was probably false, or entertained serious doubts as to the truth of this statement, because Illinois Farm Bureau has not violated any provision of the Bylaws or Membership Agreement. Indeed, before AFBF made these statements, Illinois Farm Bureau repeatedly asked AFBF to identify any provision that was violated, and AFBF did not and could not do so.

57. AFBF doubled down on its inaccuracies in its October 25th letter. For example, in that letter, AFBF falsely states “[w]e still have not received a response from the [Illinois Farm Bureau] board of directors” and “[w]e have heard only from [Illinois Farm Bureau] President Brian Duncan and Country [Mutual] CEO Jim Jacobs.” These statements are false because Illinois Farm Bureau repeatedly reached out to AFBF seeking to mediate the parties’ dispute, as AFBF well knew. When AFBF made these statements, AFBF therefore knew they were false or AFBF acted with a reckless disregard for whether the statements were true or false.

58. In another example, the October 25th letter falsely states that: (1) Illinois Farm Bureau has “suggested that AFBF cannot end [Illinois Farm Bureau]’s membership,” and that “THIS IS FALSE”; and (2) “[o]ur agreements absolutely preserve AFBF’s ability to enforce the membership agreement by terminating [Illinois Farm Bureau]’s membership.” These statements are false because, as Illinois Farm Bureau had informed AFBF, AFBF cannot terminate Illinois Farm Bureau’s membership under the circumstances presented here. AFBF therefore again knew its statements were false or AFBF acted with a reckless disregard for whether the statements were true or false.

59. AFBF continued to spread its falsehoods even after Illinois Farm Bureau sent AFBF a letter on October 26, 2024 explaining why AFBF’s statements were untrue and demanding that AFBF cease and desist its defamatory statements. Despite this warning, on November 1, 2024,

AFBF sent an email to “Illinois Farm Bureau Board of Directors” and “Illinois County Farm Bureau Presidents” proclaiming “[e]verything we have written to you is true.”

60. On November 14, 2024, AFBF’s President and certain of its board members traveled to Bloomington, Illinois and met directly with Illinois Farm Bureau members. Upon information and belief, during that meeting, AFBF continued to make false and derogatory statements about Illinois Farm Bureau.

61. The above and other statements in AFBF’s letters are demonstrably false, and they are obviously and materially harmful. Most troubling, as described above, AFBF either knew that its statements were false or made the statements with a reckless disregard for whether they were false or not.

62. The above facts further demonstrate that in making the statements AFBF had a deliberate intent to harm Illinois Farm Bureau’s reputation, undermine trust in its leadership, and interfere with its mission and purpose. For example, a key Illinois Farm Bureau tenet is to encourage interested individuals to join Illinois Farm Bureau, so that Illinois Farm Bureau may enrich agriculture by widely serving the Illinois farming community at large. Recruiting and retaining these members is thus at the core of Illinois Farm Bureau’s organizational purpose. AFBF’s false statements directly attack this tenet, as AFBF told key constituents that, instead of fostering membership, Illinois Farm Bureau “made a decision to drop hundreds of thousands of members.”

63. Another key Illinois Farm Bureau tenet is to serve as a voice for agriculture at not only a local, but also at a federal level. AFBF’s false statements directly attack this tenet, as AFBF told key constituents that, instead of communicating at the national level, Illinois Farm Bureau

refused to meet with national AFBF leaders. These and other false statements accuse Illinois Farm Bureau of poorly serving its membership, thus seeking to harm Illinois Farm Bureau.

64. AFBF had a deliberate intent to harm Illinois Farm Bureau's reputation and relationships in both the Illinois and national farming communities. Indeed, AFBF widely shared its false and defamatory communications with not only Illinois Farm Bureau's constituents within the Illinois County Farm Bureaus, but also with other state "Farm Bureau Presidents," "Farm Bureau Administrators," and "National Committee Chairs" across the country.

65. AFBF's false statements have had the intended result, as they are wreaking havoc in the Illinois farming community and with Illinois Farm Bureau members. For example, shortly after AFBF's false statements, on social media, Illinois Farm Bureau constituents stated that something is "going down," questioned whether Illinois Farm Bureau is "in trouble," and expressed concern over whether steps have been taken to "drastically reduce the effectiveness of [Illinois Farm Bureau]."

66. AFBF thus intentionally misled the public, including Illinois Farm Bureau's members, to Illinois Farm Bureau's severe detriment, tarnishing Illinois Farm Bureau's reputation. Indeed, since AFBF made the false statements and purported to terminate Illinois Farm Bureau's membership, certain Illinois Farm Bureau members have elected not to continue their memberships.

67. AFBF's wrongful actions have further disrupted Illinois Farm Bureau's governance and caused organizational chaos. For example, AFBF's purported termination dominated discussions at Illinois Farm Bureau's annual meeting on December 7–9, 2024 in Chicago, Illinois, during which AFBF supporters unsuccessfully attempted to unseat Illinois Farm Bureau's sitting President and Vice President in the middle of their terms. Thereafter, at AFBF's own annual

meeting in January 2025, Illinois Farm Bureau's President was not re-elected to his seat on the AFBF Board.

68. The above actions demonstrate that there is a threat of future disparagement because AFBF has evinced a troubling continual pattern of misconduct that has both interfered with and jeopardized Illinois Farm Bureau's ongoing operations. Among other things, AFBF sent multiple letters containing the false and defamatory statements to a wide audience in October and November 2024, and AFBF traveled to Illinois to personally meet with Illinois Farm Bureau's members, with all of these actions leading up to Illinois Farm Bureau's annual meeting in early December 2024 and AFBF's annual meeting in January 2025. Then, after publishing its false communications, in November and December 2024, AFBF passed multiple resolutions purporting to terminate Illinois Farm Bureau's membership in AFBF in violation of the parties' agreements, which resolutions AFBF widely shared with the Farm Bureau community. And in December 2024 and January 2025, AFBF further promulgated and widely shared a retaliatory illegal bylaw amendment, as described below.

#### **The Bylaw Amendment**

69. Shortly after filing its Verified Complaint, Illinois Farm Bureau also filed a Motion for a Preliminary Injunction asking the Court to suspend AFBF's purported termination during the pendency of the lawsuit. Illinois Farm Bureau explained that this injunction was needed to preserve the *status quo*, so that Illinois Farm Bureau could continue to exercise its membership rights, including the ability to use its name, while the parties' disputes are adjudicated.

70. The Court scheduled a full-day preliminary injunction hearing to take place on December 18, 2024. But a week before the hearing, on December 11, 2024, AFBF capitulated.

On the eve of depositions, AFBF passed a resolution agreeing that its purported termination of Illinois Farm Bureau would not take effect until thirty days after the conclusion of this litigation.

71. At a hearing two days later, on December 13, 2024, the Court asked counsel for AFBF point blank: “is your client representing to the Court that they aren’t going to proceed in this matter other than what’s been expressed in the resolution?” AFBF’s counsel responded: “Yes, Judge.” Based on the resolution and these representations, the Court took the preliminary injunction hearing off the calendar.

72. Following the hearing, on December 18, 2024, the parties submitted a proposed Agreed Order to the Court, which the Court subsequently entered as proposed. The Agreed Order (a) confirmed AFBF’s amended resolution suspending the effective date of AFBF’s purported termination of Illinois Farm Bureau, (b) found that the specific relief requested in the preliminary injunction motion was therefore moot, and (c) required the parties to jointly submit a case scheduling order to the Court to address all remaining disputes.

73. The Agreed Order does not protect Illinois Farm Bureau against additional measures taken by AFBF. For example, AFBF reserved the right to change its mind (again) about the termination effective date, as the Agreed Order states that, notwithstanding the amended resolution, AFBF may terminate with ninety days’ notice to Illinois Farm Bureau, “so that Illinois Farm Bureau has sufficient time to seek relief from the Court.”

74. Unbeknownst to the Court and Illinois Farm Bureau, AFBF never intended to maintain the *status quo* and litigate the parties’ disputes in good faith. Instead, on December 19, 2024—the day after the parties submitted their Agreed Order—the AFBF Board of Directors convened a Board meeting and proposed an amendment to AFBF’s bylaws purporting to increase the annual membership dues for Illinois Farm Bureau and only Illinois Farm Bureau.

75. The proposed bylaw amendment was not on the agenda for the December 19 Board meeting, none of the meeting materials indicated that the AFBF Board would be considering a bylaw amendment, and the proposed bylaw amendment was not circulated in advance of the Board meeting. The AFBF Board initially asked Illinois Farm Bureau's President (Brian Duncan), who at the time was also a member of the AFBF Board of Directors, to excuse himself from the meeting, so that the AFBF Board could have an attorney-client privileged discussion about this lawsuit. The AFBF Board then invited President Duncan to rejoin the meeting at 12:32 pm and he promptly did so at 12:38 pm. In his six-minute absence, the AFBF Board raced to raise, discuss, and vote on the proposed bylaw amendment, all before President Duncan could rejoin the meeting, effectively barring his participation.

76. The proposed bylaw amendment stated that, for any state organization "subject to a pending but not yet effective termination of its membership," that organization must pay annual dues equal to the previous fiscal year, plus two percent. Illinois Farm Bureau is the only state organization that would now (or ostensibly ever) fall within this category. Every other state organization will continue to owe dues to AFBF in the amount of \$5 per applicable individual member, irrespective of what dues were paid the prior year and without the additional two percent.

77. On January 7, 2025, AFBF's Secretary circulated the AFBF Board's proposed bylaw amendment to AFBF's voting delegates in advance of the delegates' consideration of the proposal at AFBF's Annual Meeting in San Antonio, Texas, on January 28, 2025. On January 28, 2025, the AFBF voting delegates purported to pass the bylaw amendment. A copy of the purported amended bylaw is attached as Exhibit E and referred to herein as the "Amended Bylaw."

78. The Amended Bylaw is an obvious attempt by AFBF to immediately begin collecting from Illinois Farm Bureau the very same damages AFBF seeks in this lawsuit, plus the

additional two percent penalty, well before the case’s expected conclusion, and before this Court has adjudicated the merits of AFBF’s specious Counterclaim filed on December 13, 2024.

79. For example, AFBF’s Counterclaim alleges that: (1) as a result of the underwriting rule change, AFBF will lose “approximately 300,000 Farm Bureau members”; (2) AFBF receives “annual dues of five dollars per individual member . . . to fund the Farm Bureau’s mission on the national level”; and (3) AFBF will suffer “considerable money damages” as a result of “the loss of Farm Bureau members and the associated dues payable to AFBF.” (Countercl. ¶¶ 14, 73, 84.) AFBF thus squarely raised in this lawsuit the question of whether Illinois Farm Bureau owes AFBF money for potential lost annual membership dues and, if so, in what amount.

80. The Court would have certainly addressed the above allegations at the preliminary injunction hearing, but the Court cancelled that hearing based on AFBF’s resolution and express representation that it would not “proceed in this matter other than what’s been expressed in the resolution.” It is now painfully obvious that, at the same time AFBF made this representation, the AFBF Board was planning—in bad faith—to bypass the Court’s authority with its proposed bylaw amendment.

81. AFBF told Illinois Farm Bureau that it must make an initial payment of \$186,423 in membership dues pursuant to the Amended Bylaw by February 15, 2025. AFBF calculated this amount based on Illinois Farm Bureau’s membership last year, plus the two percent penalty. Illinois Farm Bureau understood that, if it did not pay this amount, AFBF may in due course seek to terminate Illinois Farm Bureau’s membership in AFBF for non-payment pursuant to the Amended Bylaw. Accordingly, on February 14, 2025, Illinois Farm Bureau made the initial \$186,423 payment to AFBF under protest, and without prejudice to Illinois Farm Bureau’s rights

to recover from AFBF any membership dues paid under the Amended Bylaw, plus costs, interest, and other relief. A copy of the protest letter is attached as Exhibit F.

82. Invoking the Amended Bylaw, AFBF likewise demanded that Illinois Farm Bureau pay AFBF the \$186,423 per month for March and April 2025, and Illinois Farm Bureau again paid these punitive amounts under protest. On information and belief, AFBF will continue to demand this monthly amount for the duration of this lawsuit, consistent with the terms of the Amended Bylaw.

83. Illinois Farm Bureau has already been damaged by AFBF's punitive charges under the Amended Bylaw. But for the Amended Bylaw, Illinois Farm Bureau would have owed AFBF membership dues of \$5 per applicable member, like every other Farm Bureau in the nation. Applying the \$5 per applicable member rate, Illinois Farm Bureau would have paid AFBF significantly less in membership dues.

84. In February 2025, Illinois Farm Bureau reported to AFBF the receipt of dues payments for 17,176 Illinois Farm Bureau members for January 2025. At \$5 per member, Illinois Farm Bureau should have owed \$85,880 to AFBF for those 17,176 Illinois Farm Bureau memberships. But AFBF charged Illinois Farm Bureau \$186,423 in membership dues under AFBF's Amended Bylaw. Thus, for Illinois Farm Bureau's February membership report alone, AFBF punitively overcharged Illinois Farm Bureau in the amount of \$100,543. AFBF likewise overcharged Illinois Farm Bureau by \$135,673 in March 2025 for Illinois Farm Bureau membership dues collected in February, and by \$140,803 in April 2025 for Illinois Farm Bureau membership dues collected in March, such that Illinois Farm Bureau has already suffered substantial damages due to the Amended Bylaw, and Illinois Farm Bureau's damages will continue to grow each month.

85. Among other things, the Amended Bylaw violates the implied duty of good faith and fair dealing incorporated into both the parties' Settlement Agreement and 2008 Membership Agreement. This duty prohibits AFBF from amending its bylaws, as it has done here, in a manner that is inconsistent with the reasonable expectations of the parties, including Illinois Farm Bureau's reasonable expectation that it would be charged dues in the same manner as all other AFBF members. Instead, the Amended Bylaw is unreasonable, arbitrary, and capricious, and AFBF made the Amended Bylaw in bad faith without proper motive.

86. In so making the Amended Bylaw, AFBF abused its contractual discretion. The Settlement Agreement and Membership Agreements each incorporate AFBF's Bylaws. The Settlement Agreement states that AFBF may "charge and establish the amount of membership dues in accordance with the Membership Agreement and AFBF's By-laws." (Ex. A, ¶ 6(h).) The 1990 Membership Agreement and 2008 Membership Agreement likewise require AFBF to conduct its operations "in a manner consistent with...the AFBF Bylaws...." (Ex. B, ¶ 7(c); Ex. C, 3(b).) A copy of the AFBF Bylaws (as amended January 9, 2018) are attached as Exhibit G.

87. Article V of the AFBF Bylaws sets out the amount of the membership dues, and Article XI of the AFBF Bylaws provides that the membership dues "may be amended, repealed or altered in whole or in part" by AFBF through duly authorized vote, subject to notice and other requirements. (See Ex. G, Art. XI, § 2.) The AFBF Bylaws thus confer on AFBF the discretionary power to make an amendment clearly affecting Illinois Farm Bureau's rights.

88. Among other reasons, AFBF abused that discretion because (a) AFBF concealed its plan to amend the AFBF Bylaws from both this Court and Illinois Farm Bureau when it purported to moot the preliminary injunction hearing, (b) AFBF then raced to propose the Amended Bylaw without notice during a six-minute period when Illinois Farm Bureau's President was out of the

room, (c) the Amended Bylaw forces Illinois Farm Bureau to pay the very same damages AFBF seeks in this lawsuit, plus the punitive two percent, before the case is adjudicated, and (d) the Amended Bylaw charges Illinois Farm Bureau and only Illinois Farm Bureau enhanced, punitive, retaliatory, discriminatory membership dues greater than any other state Farm Bureau.

89. The Amended Bylaw additionally interferes with Illinois Farm Bureau's express contract rights because it violates the provisions of the parties' agreements. For example, the bylaw amendment hinges on AFBF's purported termination of Illinois Farm Bureau and is thus another AFBF action that breaches Section 6(g) of the Settlement Agreement, as it limits Illinois Farm Bureau's membership rights in AFBF "by reason of the business activities of [Illinois Farm Bureau]'s affiliates."

90. The Amended Bylaw further requires Illinois Farm Bureau to pay elevated membership dues without providing Illinois Farm Bureau corresponding voting delegates. Under Article IV of the AFBF Bylaws, Farm Bureau members are afforded voting delegates based on their number of "paid up individual members." The Amended Bylaw interferes with this right because it requires Illinois Farm Bureau to fund "paid up individual members" at the same level as last year, plus the two percent penalty, but upon information and belief AFBF is decreasing the number of Illinois Farm Bureau's voting delegates.

91. The Amended Bylaw further violates Section 3(b) of the 2008 Membership Agreement, which, through incorporation of the AFBF Bylaws, requires AFBF to "correlate and strengthen the state Farm Bureaus." Here, AFBF seeks to do the exact opposite through the Amended Bylaw and instead punish Illinois Farm Bureau for Country Mutual's reasonable business decisions.

**COUNT I**  
**DECLARATORY JUDGMENT (TERMINATION)**

92. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

93. Under Section 2-701(a) of the Illinois Code of Civil Procedure, this Court may “in cases of actual controversy, make binding declarations of rights, having the force of final judgments,” including “the construction of any . . . contract or other written instrument, and a declaration of the rights of the parties interested.”

94. Here, an actual and justiciable controversy has arisen between Illinois Farm Bureau and AFBF regarding whether AFBF may terminate Illinois Farm Bureau’s membership, when termination would violate the provisions of the Settlement Agreement prohibiting AFBF from terminating Illinois Farm Bureau’s membership in AFBF, absent circumstances not present here.

95. Illinois Farm Bureau has a tangible legal interest, as, under the Membership Agreement, Illinois Farm Bureau holds itself out to the public as “Illinois Farm Bureau.” AFBF is opposed to those legal interests, as termination would purport to extinguish Illinois Farm Bureau’s membership rights in AFBF, and its related ability use the “Illinois Farm Bureau” name.

96. There is an ongoing controversy between the parties over the ability to terminate— Illinois Farm Bureau contends that, in these circumstances, any termination is a nullity, while AFBF contends that it has a right to terminate.

WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment declaring that AFBF may not terminate Illinois Farm Bureau, award Illinois Farm Bureau’s costs, and award any further relief this Court deems just and proper.

**COUNT II**  
**BREACH OF CONTRACT (TERMINATION) – SPECIFIC PERFORMANCE**  
**SETTLEMENT AGREEMENT**

97. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

98. The Settlement Agreement is a valid and enforceable contract.

99. Illinois Farm Bureau fully performed its obligations under the Settlement Agreement, including by dismissing the Lawsuit and entering into the membership agreements with AFBF.

100. Without excuse or justification, AFBF breached the Settlement Agreement when it terminated Illinois Farm Bureau's membership in AFBF, in violation of the Settlement Agreement terms prohibiting termination, absent circumstances not present here.

101. AFBF's breach has damaged and will damage Illinois Farm Bureau in a manner that cannot be cured by money damages alone, which are inadequate to redress the harm to Illinois Farm Bureau from this termination and any resulting inability to continue to serve the Illinois farming community as "Illinois Farm Bureau," as it has done for more than one hundred years.

102. This Court should therefore require AFBF to specifically perform its obligations under the Settlement Agreement, including that AFBF must reinstate, continue, and maintain Illinois Farm Bureau's membership in AFBF, as required by the Settlement Agreement, absent circumstances not present here.

103. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment requiring AFBF to specifically perform under the Settlement Agreement, award Illinois Farm Bureau's costs, and award any further relief this Court deems just and proper.

**COUNT III**  
**BREACH OF CONTRACT (TERMINATION) - MONEY DAMAGES**  
**SETTLEMENT AGREEMENT**

104. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

105. The Settlement Agreement is a valid and enforceable contract.

106. Illinois Farm Bureau fully performed its obligations under the Settlement Agreement, including by dismissing the Lawsuit and entering into the membership agreements with AFBF.

107. Without excuse or justification, AFBF breached the Settlement Agreement when it terminated Illinois Farm Bureau's membership in AFBF.

108. This breach has caused and will cause considerable money damages to Illinois Farm Bureau, as it has suffered and will suffer damages stemming from Illinois Farm Bureau's loss of members and goodwill.

109. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment in its favor and against AFBF, find that AFBF is liable for money damages, award prejudgment interest on money damages, award Illinois Farm Bureau's costs, and award any further relief this Court deems just and proper.

**COUNT IV**  
**PRELIMINARY INJUNCTION**

110. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

111. Illinois Farm Bureau has a protectable right to membership in AFBF, as the Settlement Agreement prohibits AFBF from terminating Illinois Farm Bureau's membership,

absent circumstances not present here. As a member, Illinois Farm Bureau has the right to hold itself out to the public as a “Farm Bureau,” as it has done for more than one hundred years.

112. There is an immediate need for the Court to protect Illinois Farm Bureau’s rights, as AFBF has purported to terminate Illinois Farm Bureau’s membership in AFBF, which will prohibit Illinois Farm Bureau from using the “Farm Bureau” name in the future.

113. If the Court does not issue an injunction preserving the status quo—and allowing Illinois Farm Bureau to operate as a “Farm Bureau” pending the resolution of this lawsuit—Illinois Farm Bureau will suffer irreparable harm, as there will be mass confusion among Illinois Farm Bureau’s 365,000 members, including more than 70,000 farmers and farmland owners, who for generations have known it as “Illinois Farm Bureau,” thereby jeopardizing the critical services Illinois Farm Bureau provides to the Illinois farming community.

114. An injunction will cause no harm to AFBF, where Illinois Farm Bureau has continuously operated and fulfilled its obligations under membership agreements with AFBF over the history of their relationship, and the injunction would merely preserve the status quo under those agreements.

115. An injunction is proper because Illinois Farm Bureau is very likely to succeed on the merits of this lawsuit, where AFBF clearly breached the Settlement Agreement when it terminated Illinois Farm Bureau’s membership in AFBF.

116. In these circumstances, equity requires that the Court enter an injunction to preserve the status quo while this lawsuit is adjudicated.

117. WHEREFORE, Illinois Farm Bureau prays that this Court enter an injunction continuing Illinois Farm Bureau’s membership in AFBF while this lawsuit is pending, award Illinois Farm Bureau’s costs, and award any further relief this Court deems just and proper.

**COUNT V**  
**DEFAMATION**

118. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

119. AFBF made false statements about Illinois Farm Bureau in its October 19, 2024 and October 25, 2024 letters, and AFBF then published those statements to third parties when it sent the letter to “County Farm Bureau Presidents in Illinois,” as well as to other state “Farm Bureau Presidents,” “Farm Bureau Administrators,” and “National Committee Chairs” across the country.

120. The statements in AFBF’s letters are demonstrably false, and they are obviously and materially harmful.

121. AFBF’s letters caused Illinois Farm Bureau to suffer reputational harm.

122. Moreover, AFBF published the defamatory falsehoods with actual malice, as AFBF either knew that its statements were false or made the statements with a reckless disregard for whether they were false or not.

123. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment in its favor and against AFBF, find that AFBF is liable for money damages, award prejudgment interest on money damages, award Illinois Farm Bureau’s costs, and award any further relief this Court deems just and proper.

**COUNT VI**  
**COMMERCIAL DISPARAGEMENT UNDER 815 ILCS 510/2(a)(8)**

124. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

125. The Illinois Uniform Deceptive Trade Practices Act provides a cause of action against any person who, in the course of his or her business, “disparages the goods, services, or business of another by false or misleading misrepresentation of fact.” 815 ILCS 510/2(a)(8).

126. In the course of its business as the national Farm Bureau organization, AFBF disparaged Illinois Farm Bureau in its October 19, 2024 and October 25, 2024 letters, which AFBF sent to the “County Farm Bureau Presidents in Illinois,” as well as other state “Farm Bureau Presidents,” “Farm Bureau Administrators,” and “National Committee Chairs” across the country.

127. In the letters, AFBF makes false and misleading misrepresentations disparaging Illinois Farm Bureau’s business and/or services.

128. AFBF’s letters caused Illinois Farm Bureau to suffer reputational harm, and Illinois Farm Bureau has also suffered and will suffer damages as a result of AFBF’s false and misleading statements.

129. AFBF acted willfully when it sent the letters. The statements in the letters are demonstrably false and do obvious harm to Illinois Farm Bureau.

130. Moreover, AFBF made the false statements with actual malice, as AFBF either knew that its statements were false or made the statements with a reckless disregard for whether they were false or not.

131. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment in its favor and against AFBF, find that AFBF is liable for money damages, award prejudgment interest on money damages, award Illinois Farm Bureau’s costs and attorneys’ fees, enjoin AFBF’s disparagement, and award any further relief this Court deems just and proper.

**COUNT VII**  
**DECLARATORY JUDGMENT (AMENDED BYLAW)**

132. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

133. Under Section 2-701(a) of the Illinois Code of Civil Procedure, this Court may “in cases of actual controversy, make binding declarations of rights, having the force of final judgments,” including “the construction of any . . . contract or other written instrument, and a declaration of the rights of the parties interested.”

134. Here, an actual and justiciable controversy has arisen between Illinois Farm Bureau and AFBF regarding whether AFBF may amend its bylaws, when the Amended Bylaw would violate the implied duty of good faith and fair dealing incorporated into the Settlement Agreement and 2008 Membership Agreement, as well as the express provisions of those agreements. Illinois Farm Bureau has a tangible legal interest in protecting these rights.

135. There is an ongoing controversy between the parties over the ability to amend the bylaws under the circumstances presented here—Illinois Farm Bureau contends that the Amended Bylaw is a nullity, while AFBF contends that the Amended Bylaw is effective.

WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment declaring that AFBF may not amend the bylaw as it has done here, award Illinois Farm Bureau’s costs, and award any further relief this Court deems just and proper.

**COUNT VIII**  
**BREACH OF CONTRACT (BYLAW AMENDMENT) - MONEY DAMAGES**  
**SETTLEMENT AGREEMENT**

136. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

137. The Settlement Agreement is a valid and enforceable contract.

138. Illinois Farm Bureau fully performed its obligations under the Settlement Agreement, including by dismissing the Lawsuit and entering into the membership agreements with AFBF.

139. Without excuse or justification, AFBF breached the Settlement Agreement when it purported to enact the Amended Bylaw. Through the Amended Bylaw, AFBF has breached both the express provisions of the Settlement Agreement and the implied duty of good faith and fair dealing incorporated into the Settlement Agreement.

140. This breach has caused and will cause considerable money damages to Illinois Farm Bureau, as it has suffered and will suffer damages in the form of increased membership dues.

141. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment in its favor and against AFBF, find that AFBF is liable for money damages, award prejudgment interest on money damages, award Illinois Farm Bureau's costs, and award any further relief this Court deems just and proper.

**COUNT IX**  
**BREACH OF CONTRACT (BYLAW AMENDMENT) - MONEY DAMAGES**  
**2008 MEMBERSHIP AGREEMENT**

142. Plaintiff repeats and realleges paragraphs 1 through 91 of its allegations as though fully stated herein.

143. The 2008 Membership Agreement is a valid and enforceable contract.

144. Illinois Farm Bureau fully performed its obligations under the 2008 Membership Agreement, including operating under the terms and conditions of that agreement.

145. Without excuse or justification, AFBF breached the 2008 Membership Agreement when it purported to enact the Amended Bylaw. Through the Amended Bylaw, AFBF has breached

both the express provisions of the 2008 Membership Agreement and the implied duty of good faith and fair dealing incorporated into the 2008 Membership Agreement.

146. This breach has caused and will cause considerable money damages to Illinois Farm Bureau, as it has suffered and will suffer damages in the form of increased membership dues.

147. WHEREFORE, Illinois Farm Bureau prays that this Court enter judgment in its favor and against AFBF, find that AFBF is liable for money damages, award prejudgment interest on money damages, award Illinois Farm Bureau's costs, and award any further relief this Court deems just and proper.

**JURY DEMAND**

Plaintiff demands a trial by jury on all claims so triable.

Dated: May 5, 2025

Respectfully submitted,

/s/ Steven T. Whitmer

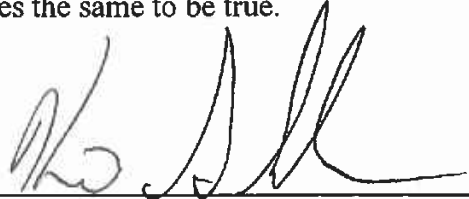
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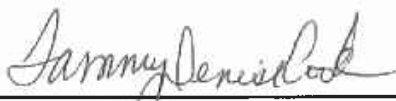
*Counsel to Plaintiff*

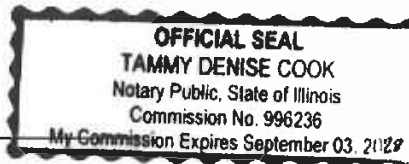
**VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned, Kevin Semlow, certifies that he is the Executive Director of Governmental Affairs & Commodities of Illinois Agricultural Association, known as Illinois Farm Bureau, that he is authorized to sign this verification on behalf of the Plaintiff named in this action, and that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that the undersigned verily believes the same to be true.

  
\_\_\_\_\_

Subscribed and sworn to before me  
this 30th day of April 2025

  
\_\_\_\_\_  
Notary Public



My commission expires on 09/03/2028

# EXHIBIT A

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 23<sup>rd</sup> day of March, 1990, by and between the AMERICAN FARM BUREAU FEDERATION ("AFBF") and the AMERICAN AGRICULTURAL INSURANCE COMPANY ("AAIC") on the one hand, and the ILLINOIS AGRICULTURAL ASSOCIATION ("IAA"), COUNTRY MUTUAL INSURANCE COMPANY ("CMIC") and EFFINGHAM COUNTY FARM BUREAU, MACON COUNTY FARM BUREAU, OGLE COUNTY FARM BUREAU, PEORIA COUNTY FARM BUREAU, TAZEWELL COUNTY FARM BUREAU, and WOODFORD COUNTY FARM BUREAU (collectively referred to herein as the "COUNTIES") on the other hand.

WHEREAS, AFBF filed in the United States Patent and Trademark Office (the "PTO") United States Collective Membership Mark Application Serial No. 452,924 on November 15, 1983, to register the designation FARM BUREAU and United States Service Mark Application Serial No. 456,201 on December 8, 1983, to register the designation FARM BUREAU INSURANCE; and

WHEREAS, IAA and the COUNTIES filed Opposition No. 73,381 against the FARM BUREAU application and Opposition No. 73,382 against the FARM BUREAU INSURANCE application, which oppositions are the subject of proceedings presently pending before the PTO Trademark Trial and Appeal Board (said proceedings collectively referred to herein as the "PTO Opposition Proceedings"); and

WHEREAS, CMIC filed suit against AFBF and AAIC on or about April 27, 1987, in the United States District Court for the Northern District of Illinois, captioned Country Mutual Insurance

Co. v. American Farm Bureau Federation, et al., No. 87 C 3865  
(the "Federal Action"), in which CMIC alleged violations of the Lanham Act and breaches of fiduciary duties as more fully set forth in the complaint therein; and

WHEREAS, the district court dismissed the Federal Action on August 31, 1988, and that dismissal was affirmed by the United States Court of Appeals for the Seventh Circuit on June 9, 1989; and

WHEREAS, IAA and CMIC filed a complaint against AFBF, AAIC, the law firm of Roylance, Abrams, Berdo and Goodman, and Richard Flynt on or about August 28, 1989, in the Circuit Court for the Eleventh Judicial Circuit, County of McLean, Illinois, captioned Illinois Agricultural Association, et al. v. American Farm Bureau Federation, et al., No. 89L175 (the "State Action"), in which IAA and CMIC alleged various breaches of fiduciary duties, estoppel, breach of contract, and other claims as more fully set forth in the complaint therein; and

WHEREAS, AFBF, AAIC and the other defendants have filed motions to dismiss and to stay the State Action and those motions are presently pending before the court; and

WHEREAS, AFBF and AAIC deny all wrongdoing of any kind relating to the matters alleged in the Federal Action and the State Action; and

WHEREAS, the parties hereto wish to resolve amicably all of the disputes between them relating to the PTO Opposition

Proceedings, the Federal Action, and the State Action without the expenses, risks, and distractions of further litigation;

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for valuable and mutual consideration, receipt and sufficiency of which are hereby acknowledged;

IT IS STIPULATED AND AGREED, by and between AFBF and AAIC, by their undersigned duly authorized representatives, and IAA, CMIC and the COUNTIES, by their undersigned duly authorized representatives, as follows:

**1. Additional Definitions**

In addition to the terms defined above, as used herein the following terms shall have the following meanings:

(a) "FARM BUREAU Marks" means the designation FARM BUREAU, the designation FARM BUREAU INSURANCE, or any other designation which includes the term FARM BUREAU or the letters FB, either alone or in combination with other words, symbols or letters and which denotes the FARM BUREAU organization.

(b) "Affiliate" when applied with respect to an IAA affiliate means a present or future entity controlled by IAA through ownership of 50% or more of the voting stock or the right to elect a majority of the Board of Directors.

**2. Dismissal of the PTO Opposition Proceedings**

(a) Within five (5) days from the date of this Settlement Agreement, IAA and the COUNTIES shall withdraw with prejudice (in the forms attached hereto as Exhibits A and B)

their Oppositions Nos. 73,381 and 73,382 against AFBF's United States Collective Membership Mark Application Serial No. 452,924 to register the FARM BUREAU mark and AFBF's United States Service Mark Application Serial No. 456,201 to register the FARM BUREAU INSURANCE mark. Each party shall bear their own costs of the PTO Opposition Proceedings.

(b) IAA, CMIC and the COUNTIES agree not to petition to cancel or otherwise challenge in any way the United States Collective Membership Mark and Service Mark registrations resulting from the above-mentioned applications Serial Nos. 452,924 and 456,201 and not to oppose, petition to cancel, challenge, object to or interfere with in any way any other present or future AFBF applications to register, registrations of, or use of any of the FARM BUREAU Marks.

### **3. Dismissal of the State Court Action and Release**

(a) Within five (5) days from the date of this Settlement Agreement, IAA and CMIC shall dismiss with prejudice (in the form attached hereto as Exhibit C) all of their claims against AFBF and AAIC in the State Action, with each party hereto bearing its own costs.

(b) All claims, rights, demands, and causes of action of whatever nature by any party hereto or any of their officers, directors, agents, successors, assigns, representatives, affiliates, or related entities against any other party hereto or any of their officers, directors, agents, successors, assigns, representatives, affiliates, or related entities asserted or

assertable in connection with, arising out of, or in any way relating to any of the matters, transactions, or events which are the subject of the complaint in the State Action, the complaint in the Federal Action, or the notices of opposition in the PTO Opposition Proceedings are hereby released and forever discharged. This mutual release is a specific release of the matters specified in the preceding sentence and shall not be construed as a general release.

**4. Execution of Current Membership Agreement**

Within five (5) days from the date of this Settlement Agreement, IAA and AFBF shall sign and execute the current version of the AFBF Membership Agreement in the form attached hereto as Exhibit D (the "Membership Agreement").

**5. Interpretation of Membership Agreement In Accordance With Settlement Agreement**

The Membership Agreement between IAA and AFBF, as referred to herein, shall be interpreted in accordance with the provisions of this Settlement Agreement and, in the event any discrepancies or inconsistencies exist between the provisions of this Settlement Agreement and the Membership Agreement, the provisions of this Settlement Agreement shall control.

**6. Interpretation of the Membership Agreement**

(a) For the purposes of the Membership Agreement, the term "affiliate" shall have the same meaning as provided in subparagraph 1(b) of this Settlement Agreement.

(b) As long as IAA abides by the terms of the Membership Agreement, AFBF shall take no action to terminate IAA's membership in AFBF.

(c) As long as IAA remains a member of AFBF, IAA, its county Farm Bureaus, its affiliates, and those entities listed in Exhibit E attached hereto currently using the FARM BUREAU Marks shall continue to have the exclusive right to do so in the State of Illinois, provided that such use conforms with the Membership Agreement. However, nothing in this Settlement Agreement shall be construed as limiting or restricting the rights of AFBF, AAIC and their subsidiaries and related entities from using the FARM BUREAU Marks in the State of Illinois for the purposes for which they have traditionally used the FARM BUREAU Marks in the State of Illinois.

(d) New uses of the FARM BUREAU Marks by IAA or its affiliates shall be subject to the terms of the Membership Agreement and must be approved in writing by the AFBF Board of Directors, provided, however, that AFBF shall not unreasonably withhold its consent as long as such new uses conform with traditional uses of the FARM BUREAU Marks by IAA or its affiliates. New uses of the FARM BUREAU Marks by county Farm Bureaus in Illinois shall be subject to approval by IAA and consistent with the Membership Agreement, provided, however, that IAA shall not unreasonably withhold its consent as long as such new uses conform with traditional uses of the FARM BUREAU Marks by the county Farm Bureaus in Illinois.

(e) Subject to the provisions of subparagraphs 6(c) and 6(d) above, current uses of the FARM BUREAU Marks by IAA, its county Farm Bureaus, its affiliates, and the entities listed in Exhibit E in the State of Illinois and approved new uses of the FARM BUREAU Marks in the State of Illinois that are consistent with traditional uses by IAA, its county Farm Bureaus, its affiliates, and the entities listed on Exhibit E shall be free of any royalty or other like charge. Any other new uses of the FARM BUREAU Marks in the State of Illinois by IAA, its county Farm Bureaus, and its affiliates shall be free of any royalty or other like charge unless such a royalty or charge is established as a matter of AFBF policy and applies to all state Farm Bureaus equally and in the same manner.

(f) As long as IAA remains a member of AFBF, IAA and its affiliates shall have the right to use the FARM BUREAU Marks outside of the State of Illinois without limitation or interference by AFBF as long as such use conforms with the Membership Agreement and is consented to by the state Farm Bureaus in those states where such use occurs. All such use shall be free of any royalty or other like charge by AFBF.

(g) AFBF agrees that (exclusive of improper use of the FARM BUREAU Marks) it will not seek to limit or terminate IAA's membership rights in AFBF by reason of the business activities of IAA's affiliates. Furthermore, AFBF shall not limit any activities of IAA's affiliates that are not conducted under the FARM BUREAU Marks. Notwithstanding the foregoing, nothing herein

shall limit or restrict AFBF's rights to challenge any improper use of the FARM BUREAU Marks by IAA or its affiliates or otherwise prevent enforcement of any rights which AFBF may have with respect to the FARM BUREAU Marks.

(h) Nothing in this Settlement Agreement shall affect AFBF's rights to charge and establish the amount of membership dues in accordance with the Membership Agreement and AFBF's By-laws.

#### **7. Mediation and Dispute Resolution**

(a) In the event that disputes arise between the parties hereto concerning the provisions of this Settlement Agreement or the provisions of the Membership Agreement, including disputes over use of the FARM BUREAU Marks or disputes over membership rights, the parties agree to submit such disputes to mediation before a neutral mediator selected by agreement of all parties to the dispute. No party to this Settlement Agreement shall commence judicial or administrative proceedings with respect to any such dispute without first making a good faith effort to resolve the dispute through mediation. The parties hereto agree to use their best efforts to resolve any disputes between them without resort to judicial or administrative proceedings. If the parties are unable to agree upon a neutral mediator or if the parties cannot resolve their dispute through mediation, any party hereto may initiate appropriate judicial or administrative proceedings to resolve the dispute and may seek any and all available legal and equitable remedies.

(b) IAA's membership rights in AFBF shall neither be threatened, limited, nor terminated by reason of an alleged instance of improper use of the FARM BUREAU Marks by IAA, its county Farm Bureaus, or its affiliates without compliance with the following steps:

(i) the allegations shall be subjected to the mediation procedure provided for in Paragraph 7(a) hereof for a maximum period of 60 days, and

(ii) should such mediation procedure fail, or should such mediation not be completed within 60 days, the allegations shall be reviewed by a three-member panel which shall be chosen within 30 days after termination of the mediation procedure. That panel shall render findings and conclusions on the allegations within 60 days of submission of the allegations to it. AFBF shall choose one panel member, IAA shall choose a second panel member, and those two panel members shall choose, or provide for the selection of, a neutral third member who must be a trademark expert if either panel member so requires. The panel shall submit its findings and conclusions to the respective Boards of Directors of IAA and AFBF. In the event of a panel determination that IAA, its county Farm Bureaus, or its affiliates have engaged in improper use of the FARM BUREAU Marks, IAA, its county Farm Bureaus, or its affiliates shall have a 30-day period to cease the alleged improper use of the

FARM BUREAU Marks. In the event that the panel, pursuant to the review provided for in this Subparagraph 7(b)(ii), shall have once determined that either IAA, its county Farm Bureaus, or its affiliates has engaged in improper use, subsequent instances of alleged improper use of the FARM BUREAU Marks shall be subject only to a 60-day mediation procedure as provided for in Paragraph 7(a) hereof.

Subject only to the foregoing, AFBF shall have all rights to challenge any improper use or enforce any rights with respect to the FARM BUREAU Marks and nothing herein shall affect the validity and enforceability of, or AFBF's ownership of, the FARM BUREAU Marks.

#### **8. Settlement Not an Admission**

This Settlement Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute, be construed as, or be deemed to be evidence of, an admission of, or concession of any wrongdoing by any party hereto.

#### **9. Binding Effect**

This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **10. Collaborative Drafting**

The parties hereto agree that no single party shall be deemed to have drafted this Settlement Agreement or any portion thereof. This Settlement Agreement is the product of the collaborative effort of the parties hereto and their counsel.

**11. Governing Law**

This Settlement Agreement shall be construed in accordance with federal trademark law and the laws of the State of Illinois.

**12. Entire Agreement**

This Settlement Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing.

**13. Waiver**

The waiver by any party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach.

**14. Authorized Representatives**

The undersigned represent that they are duly authorized by their respective boards of directors to sign this Settlement Agreement on behalf of their respective parties.

AMERICAN FARM BUREAU FEDERATION

By: Dean Kleckner  
President

AMERICAN AGRICULTURAL INSURANCE COMPANY

By: Dean Kleckner  
President

ILLINOIS AGRICULTURAL ASSOCIATION

By: John White Jr.  
President

COUNTRY MUTUAL INSURANCE COMPANY

By: John White Jr.  
President

EFFINGHAM COUNTY FARM BUREAU

By: Garry Wolf  
President

MACON COUNTY FARM BUREAU

By: Dennis H. [unclear]  
President

OGLE COUNTY FARM BUREAU

By: Ray Hakey  
President

PEORIA COUNTY FARM BUREAU

By: Harry D. Herrmann  
President

TAZEWELL COUNTY FARM BUREAU

By: Walter Deppert  
President

WOODFORD COUNTY FARM BUREAU

By: Richard Baehman  
President

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

|                                  |   |                       |
|----------------------------------|---|-----------------------|
| ILLINOIS AGRICULTURAL ASSOCIA-   | : |                       |
| TION, KNOWN AS THE ILLINOIS FARM | : |                       |
| BUREAU, EFFINGHAM COUNTY FARM    | : |                       |
| BUREAU, MACON COUNTY FARM        | : |                       |
| BUREAU, OGLE COUNTY FARM BUREAU, | : | Opposition No. 73,381 |
| PEORIA COUNTY FARM BUREAU,       | : |                       |
| TAZEWELL COUNTY FARM BUREAU AND  | : | Mark: FARM BUREAU     |
| WOODFORD COUNTY FARM BUREAU,     | : |                       |
|                                  | : |                       |
| Opposers,                        | : |                       |
|                                  | : |                       |
| v.                               | : |                       |
|                                  | : |                       |
| AMERICAN FARM BUREAU             | : |                       |
| FEDERATION,                      | : |                       |
|                                  | : |                       |
| Applicant.                       | : |                       |

VOLUNTARY WITHDRAWAL WITH PREJUDICE

Opposers, through their undersigned attorneys, hereby  
withdraw the above-identified opposition with prejudice.

Respectfully submitted,

ILLINOIS AGRICULTURAL ASSOCIATION,  
known as the ILLINOIS FARM BUREAU,  
EFFINGHAM COUNTY FARM BUREAU,  
MACON COUNTY FARM BUREAU, OGLE  
COUNTY FARM BUREAU, PEORIA COUNTY  
FARM BUREAU, TAZEWELL COUNTY FARM  
BUREAU and WOODFORD COUNTY FARM  
BUREAU

By:

\_\_\_\_\_  
One of the Attorneys  
for Opposers

EXHIBIT A

Scott F. Turow  
Samuel Fifer  
Carol Anne Been  
Sonnenschein Carlin Nath  
& Rosenthal  
8000 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 876-8000

Jerome P. Weiss  
Sonnenschein Carlin Nath  
& Rosenthal  
1201 Pennsylvania Ave, N.W.  
Suite 700  
Washington, D.C. 20004  
(202) 637-2000

Thomas G. Carulli  
Cooper & Dunham  
30 Rockefeller Plaza  
New York, New York 10112  
(212) 977-9550

DATED: \_\_\_\_\_

CERTIFICATE OF SERVICE

I hereby certify that the foregoing correspondence was mailed to Richard A. Flynt, Esq., Roylance, Abrams, Berdo & Goodman, 1225 Connecticut Avenue, N.W., Washington, D.C. 20036-2680, via first class mail, postage pre-paid, on this \_\_\_\_\_ day of March, 1990.

\_\_\_\_\_

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

|                                  |   |                             |
|----------------------------------|---|-----------------------------|
| ILLINOIS AGRICULTURAL ASSOCIA-   | : |                             |
| TION, KNOWN AS THE ILLINOIS FARM | : |                             |
| BUREAU, EFFINGHAM COUNTY FARM    | : |                             |
| BUREAU, MACON COUNTY FARM        | : |                             |
| BUREAU, OGLE COUNTY FARM BUREAU, | : | Opposition No. 73,382       |
| PEORIA COUNTY FARM BUREAU,       | : |                             |
| TAZEWELL COUNTY FARM BUREAU AND  | : | Mark: FARM BUREAU INSURANCE |
| WOODFORD COUNTY FARM BUREAU,     | : |                             |
|                                  | : |                             |
| Opposers,                        | : |                             |
|                                  | : |                             |
| v.                               | : |                             |
|                                  | : |                             |
| AMERICAN FARM BUREAU             | : |                             |
| FEDERATION,                      | : |                             |
|                                  | : |                             |
| Applicant.                       | : |                             |

VOLUNTARY WITHDRAWAL WITH PREJUDICE

Opposers, through their undersigned attorneys, hereby  
withdraw the above-identified opposition with prejudice.

Respectfully submitted,

ILLINOIS AGRICULTURAL ASSOCIATION,  
known as the ILLINOIS FARM BUREAU,  
EFFINGHAM COUNTY FARM BUREAU,  
MACON COUNTY FARM BUREAU, OGLE  
COUNTY FARM BUREAU, PEORIA COUNTY  
FARM BUREAU, TAZEWELL COUNTY FARM  
BUREAU and WOODFORD COUNTY FARM  
BUREAU

By:

\_\_\_\_\_  
One of the Attorneys  
for Opposers

EXHIBIT B

Scott F. Turow  
Samuel Fifer  
Carol Anne Been  
Sonnenschein Carlin Nath  
& Rosenthal  
8000 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
(312) 876-8000

Jerome P. Weiss  
Sonnenschein Carlin Nath  
& Rosenthal  
1201 Pennsylvania Ave, N.W.  
Suite 700  
Washington, D.C. 20004  
(202) 637-2000

Thomas G. Carulli  
Cooper & Dunham  
30 Rockefeller Plaza  
New York, New York 10112  
(212) 977-9550

DATED: \_\_\_\_\_

CERTIFICATE OF SERVICE

I hereby certify that the foregoing correspondence was mailed to Richard A. Flynt, Esq., Roylance, Abrams, Berdo & Goodman, 1225 Connecticut Avenue, N.W., Washington, D.C. 20036-2680, via first class mail, postage pre-paid, on this \_\_\_\_\_ day of March, 1990.

\_\_\_\_\_

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
MCLEAN COUNTY, ILLINOIS

|                                    |   |               |
|------------------------------------|---|---------------|
| ILLINOIS AGRICULTURAL ASSOCIATION, | ) |               |
| an Illinois not-for-profit         | ) |               |
| corporation, et al.,               | ) |               |
|                                    | ) |               |
| Plaintiffs,                        | ) |               |
|                                    | ) |               |
| v.                                 | ) | No. 89L175    |
|                                    | ) |               |
| AMERICAN FARM BUREAU FEDERATION,   | ) | Judge Townley |
| an Illinois not-for-profit         | ) |               |
| corporation, et al.,               | ) |               |
|                                    | ) |               |
| Defendants.                        | ) |               |

STIPULATION OF DISMISSAL

It is hereby stipulated by plaintiffs, Illinois Agricultural Association and Country Mutual Insurance Company, and defendants, American Farm Bureau Federation, American Agricultural Insurance Company, Richard Flynt, and Roylance, Abrams, Berdo & Goodman, that the above-captioned action be dismissed with prejudice, each party to bear its own costs. An appropriate order is submitted herewith.

By:

\_\_\_\_\_  
Scott F. Turow  
Sonnenschein Carlin Nath  
& Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606  
(312) 876-8000

EXHIBIT C

Counsel for Plaintiffs ILLINOIS  
AGRICULTURAL ASSOCIATION and  
COUNTRY MUTUAL INSURANCE COMPANY

By:

---

Marc Gary  
Mayer, Brown & Platt  
2000 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
(202) 463-2000

Counsel for Defendants AMERICAN FARM  
BUREAU FEDERATION and AMERICAN  
AGRICULTURAL INSURANCE COMPANY

By:

---

Gary Kostow  
Clausen, Miller, Gorman, Caffrey  
& Witous, P.C.  
10 South LaSalle Street  
Chicago, Illinois 60603  
(312) 855-1010

Counsel for Defendants RICHARD FLYNT  
and ROYLANCE, ABRAMS, BERDO & GOODMAN

March \_\_\_\_\_, 1990

STATE OF ILLINOIS  
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
MCLEAN COUNTY, ILLINOIS

ILLINOIS AGRICULTURAL ASSOCIATION, )  
an Illinois not-for-profit )  
corporation, et al., )

Plaintiffs, )

v. )

No. 89L175

AMERICAN FARM BUREAU FEDERATION, )  
an Illinois not-for-profit )  
corporation, et al., )

Defendants. )

O R D E R

This cause coming on to be heard on the stipulation of the parties and the Court being fully advised.

IT IS ORDERED that the above-captioned cause be, and hereby is, dismissed with prejudice.

IT IS FURTHER ORDERED that each party shall bear its own costs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
1990.

\_\_\_\_\_  
Circuit Judge

# ***MEMBERSHIP AGREEMENT***

## ***AMERICAN FARM BUREAU FEDERATION***

THIS AGREEMENT, made and entered into by and between the American Farm Bureau Federation (hereinafter called "AFBF") and the \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "State Association"), and other member State Farm Bureaus which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the AFBF is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, State Association, being a member of the AFBF and having similar objectives and purposes, is desirous of cooperating with the AFBF and the other member State Farm Bureaus in the attainment of these common objectives and purposes;

WHEREAS, AFBF has as its further objective to correlate Farm Bureau activities and strengthen its member State Farm Bureaus, and the State Association has a similar objective with respect to its County Farm Bureaus; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their affiliates, within the guidelines of this Agreement;

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

1. **COOPERATIVE RELATIONSHIPS.** (a) AFBF shall maintain, during the tenure of this Agreement, its federation form of organization, as defined in its Bylaws; its faith in the county or parish Farm Bureaus as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible measure, with State Association in achieving the objectives of Farm Bureau, recognizing at all times the rights and responsibilities of State Association with respect to state matters.

(b) State Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) the County Farm Bureau with respect to county matters; (ii) other State Farm Bureaus with respect to their respective state affairs; and (iii) the AFBF with respect to national and international matters.

(c) State Association should enter into uniform cooperative agreements with its County Farm Bureaus, similar in nature to this Agreement, in order to establish the proper relationships between the County Farm Bureaus and the State Association, and among the several County Farm Bureaus, to the end that effective cooperation and coordination may be achieved and maintained among the various units of the Farm Bureau organization.

2. **ARTICLES AND BYLAWS.** State Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of AFBF.

3. **JURISDICTION OF STATE ASSOCIATION.** (a) So long as State Association honors the covenants of this agreement and remains a signatory hereto, State Association shall be the one and only state-wide member entitled to AFBF membership and authorized to use the "FARM BUREAU" or "FB" designations, either directly or through affiliates approved pursuant to Section 7(b), within the respective territory of State Association. State Association shall have exclusive jurisdiction on all matters directly affecting State Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of state and local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of AFBF or the covenants of this Agreement.

(b) For purposes of this Agreement, "affiliates" shall mean those companies or other entities which use the designations "FARM BUREAU" or "FB" in the conduct of their affairs and which are subject to the influence of one or more State Associations or AFBF through such means as ownership (including partial ownership), positions on the Board of Directors or licenses.

4. **NATIONAL AND INTERNATIONAL POLICIES.** (a) Except as provided in (b) of this Section, State Association and its affiliates shall be bound by public policy resolutions involving national or international issues adopted by the AFBF Voting Delegates, interpretations of such resolutions adopted by the AFBF Board of Directors, and other actions adopted by the AFBF Board of Directors relating to national and international policy issues.

(b) It is in the best interest of the Farm Bureau organization at the local, state and national levels to be supportive of the national and international policy positions adopted by the AFBF Voting Delegates, including interpretations of such positions by the AFBF Board of Directors. If it appears to State Association that it may not wish to support or otherwise be bound by an AFBF policy position, or Board interpretations thereof, State Association shall, within 60 days after adoption of the AFBF policy, or Board interpretations thereof, extend a written invitation to the AFBF President to discuss such policy. The invitation may be issued by State Association's President, Board of Directors, or other authority as provided in its Bylaws and shall state the reasons for the opposition. The President may designate the Vice President or any member of the Board of Directors to represent AFBF at such meeting. State Association shall no longer be bound to support the AFBF policy at issue after the earlier of the following dates:

(i) The date on which State Association meets with the AFBF representative pursuant to invitation as provided in this section.

(ii) The 60th day following the date of the invitation.

(c) In the event State Association is no longer bound by AFBF policy pursuant to (b) of this Section, State Association shall use discretion if it publicly advocates a view contrary to AFBF policy so as not to subvert the position adopted by the AFBF.

(d) AFBF shall not provide its services or facilities or otherwise lend support to a State Association for the purpose of helping such State Association support a view contrary to AFBF policy.

5. **MEDIATION/ARBITRATION.** (a) In the event of a dispute between two or more State Associations, which they are unable to resolve, the parties may submit the dispute to the AFBF President for mediation. The AFBF President and two persons selected by the President and approved by the AFBF Board of Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) AFBF may, at its discretion, intervene in any arbitration proceeding instituted under this Section in which it has a substantial interest if it is so authorized by a majority vote of the AFBF Board of Directors. In the event AFBF decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

6. *WORKING WITH ALLIES.* AFBF and State Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs. However, in working with other groups, all units of the Farm Bureau organization (County, State and National) should adhere to a policy of correlated but separate action and avoid joining with other groups when Farm Bureau policies would thereby be compromised. Farm Bureau policies are compromised when affiliation or cooperation with an allied organization or group results in support by the County, State or AFBF of a matter which is in conflict with Farm Bureau policy.

7. *USE OF THE DESIGNATIONS "FARM BUREAU" AND "FB".* (a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF holds the ownership of the designations "FARM BUREAU" and "FB" with the right to obtain registrations for those designations in the United States Patent and Trademark Office.

(b) AFBF and State Association shall ensure that no affiliate (as defined in Section 3(b) of this Agreement) shall use the designations "FARM BUREAU" or "FB" without obtaining written permission from the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(c) AFBF and State Association shall conduct their operations, and assure that operations of their affiliates are conducted in a manner consistent with this Agreement, the AFBF Articles of Incorporation, the AFBF Bylaws, and the policies and resolutions duly adopted by the AFBF Voting Delegates and interpretations of such policy by the Board of Directors.

8. *COPYRIGHTED MATERIALS AND DESIGNATIONS OTHER THAN "FARM BUREAU" AND "FB".* Upon request, AFBF may extend to State Association, under prescribed written guidelines, the right, privilege and authority to use any copyright, trademark, trade name or service mark owned and/or controlled by AFBF; such right and privilege, however, to be considered as being subject to revocation upon reasonable written notice, or in the event State Association shall discontinue its relationship with AFBF.

9. *MEMBERSHIP AND FISCAL MATTERS.* (a) State Association shall be responsible for maintaining at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing.

(b) All individual membership dues collected by State Association for the AFBF during the current AFBF fiscal year for the current AFBF fiscal year shall be paid to the AFBF not later than the fifteenth day of the month following the month in which such dues are collected. For the month of November, membership dues should reach the AFBF office by November 30. If it is impossible to transmit all membership dues to the AFBF office by November 30, AFBF will recognize a written notice from State Association dated not later than midnight, November 30, advising that a check for a specific amount covering membership dues has been placed in the U.S. mail. In the event State Association collects membership dues for AFBF in the current AFBF fiscal year for any future AFBF fiscal year, such dues shall be paid to AFBF not later than January fifteenth of the fiscal year for which they are collected.

(c) AFBF and State Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(d) AFBF and State Association shall furnish the other with a copy of its annual audited financial statement.

(e) AFBF and State Association recognize the need and urgency for an early classification of members by all County Farm Bureaus in order to make certain that the control of Farm Bureau will always remain in the hands of bona fide farmers and ranchers. Classification of members permits the acceptance into membership of those persons who share in the beliefs of the organization but who may not be bona fide farmers and ranchers, without surrendering farmer control.

The terms "voting member" and "non-voting" or "associate member" should be used to designate the two types of membership. Associate members should also be non-voting. The following minimum eligibility requirements for voting membership should be established:

Persons, partnerships, unincorporated associations and corporations, actively engaged in the production of agricultural products (including horticultural crops and forest products), who receive a substantial portion of their income from such products, including lessees and tenants of land used for the production of such products, and lessors and landlords who receive as rent, either in kind or cash, the equivalent of all or part of the crop raised on the leased or rented premises, are eligible to apply for voting membership in the organization.

10. *ECONOMIC SERVICES.* (a) Each party hereto shall maintain sufficient influence on affiliates, including affiliates operating on behalf of two or more State Associations, to assure a satisfactory relationship with the Farm Bureau organization, and to protect the economic interest of individual Farm Bureau members.

(b) AFBF and its affiliates shall offer their programs and activities within State Association's state of jurisdiction only with the written consent of the Board of Directors of State Association. In the event that the Board of Directors of State Association later decides that such programs and activities shall be discontinued, the AFBF affiliate shall be given reasonable time in which to discontinue offering them.

11. *TERMINATION OF AGREEMENT.* When duly executed, this Agreement shall supersede all previous membership agreements between the AFBF and State Association. This Agreement may be terminated by AFBF or State Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that State Association shall pay to AFBF one-twelfth (1/12) of the dues paid to AFBF by State Association during the previous AFBF fiscal year times the number of months from the beginning of the current AFBF fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by State Association shall constitute resignation from membership in the AFBF under Article III of the AFBF Bylaws.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

AMERICAN FARM BUREAU FEDERATION

\_\_\_\_\_  
(State Association)

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

ATTEST \_\_\_\_\_  
Secretary

(SEAL)

(SEAL)

## EXHIBIT E

### RELATED ENTITIES WHICH USE "FARM BUREAU" MARKS

Illinois Agricultural Auditing Association  
Interstate Producers Livestock Association  
Prairie Farms Dairy, Inc. and its subsidiaries  
IAA Federal Credit Union  
IAA Recreation Association  
GROWMARK, Inc., its subsidiaries and member companies.

Each of the above, from time to time, indicates a relationship to the Illinois Agricultural Association ("IAA") or the "Illinois Farm Bureau." The means of reflecting this relationship varies, from time to time and from company to company. These means include requiring membership to qualify for certain benefits, identifying that the company serves employees or members of the IAA, "Illinois Farm Bureau," or a County Farm Bureau; identification of the origin of the company with the IAA, "Illinois Farm Bureau," or a County Farm Bureau.

### DESCRIPTION OF ACTIVITIES OF RELATED ENTITIES WHICH USE "FARM BUREAU" MARKS

1. Illinois Agricultural Auditing Association ("Auditing Association"). The Auditing Association provides auditing services to county Farm Bureaus and farmer-owned cooperatives primarily in Illinois, but also in Wisconsin and Iowa. As stated in the general paragraph above, the Auditing Association from time to time in its publications identifies its association with the "Illinois Farm Bureau." The IAA owns preferred stock in the Auditing Association and a member of the IAA Board of Directors serves on the Board of Directors of the Auditing Association.
2. Interstate Producers Livestock Association ("IPLA"). IPLA is a multi-state cooperative formed through the merger of several livestock marketing cooperatives affiliated in one way or another with farmers organizations in

Missouri, Iowa and Illinois. Reflecting this particular origin, IPLA represents that it is "affiliated with Farm Bureau" in certain advertisements of its services. The IAA, the Iowa and Missouri Farm Bureau Federations each own preferred stock in IPLA and elects one member to the IPLA Board of Directors. In addition to operations in Iowa, Illinois and Missouri, IPLA operates two sales locations in the state of Kentucky.

3. GROWMARK, Inc. ("GROWMARK"). GROWMARK is a multi-state regional federated cooperative serving local cooperatives owned by farmers. The Board of Directors of GROWMARK includes representatives from the Board of Directors of the IAA, the Iowa Farm Bureau Federation and Wisconsin Farm Bureau Federation. In addition, each of these State Farm Bureaus own preferred stock in GROWMARK. In advertisements of GROWMARK products (identified as "FS") the tag line "affiliated with Farm Bureau" is used. This tag line is used in all three states in which GROWMARK markets agricultural supplies. In addition, a number of member supply companies which are owners of GROWMARK, require "Farm Bureau" membership in the county and state Farm Bureau to qualify for membership in their cooperatives.

4. Prairie Farms Dairy, Inc. ("PFD"). PFD is an Illinois cooperative which acquires milk from its members, processes and markets that milk through one or another of its divisions in the states of Iowa, Missouri, Wisconsin, Illinois, Indiana, Kentucky, Tennessee, and Arkansas. In addition, subsidiaries and/or joint ventures managed by Prairie Farms operate in Nebraska, Kansas, Oklahoma and Arkansas. Prairie Farms Dairy, from time to time, indicates that it was founded and developed through close association with the "Illinois Farm Bureau." In addition, membership in the cooperative is restricted to members of IAA, Iowa Farm Bureau Federation and Missouri.

5. IAA Recreation Association ("IAARA"). IAARA is a non-profit corporation located in Bloomington, Illinois and offers recreational programs and services to employees of the Illinois Agricultural Association, affiliated and related companies. These activities are designed to serve employees and their families. Promotional material describing the activities of the IAARA contains reference to the fact that these activities are open to "Farm Bureau family" employees, and their families.

6. IAA Federal Credit Union ("Credit Union"). The Credit Union is chartered as a Federal Credit Union which provides services generally associated with a Credit Union (savings, checking and loans) to employees and certain members of the Illinois Agricultural Association and employees of other related organizations (including employees of the American Farm Bureau Federation). In identifying its services, the Credit Union advertises that its services are a benefit of membership in the "Illinois Farm Bureau" and directs that persons interested in these services contact their "county Farm Bureau."

117b

# **EXHIBIT B**

NOTE:

THIS MEMBERSHIP AGREEMENT HAS BEEN EXECUTED IN ACCORDANCE WITH PARAGRAPH 4 OF THE "SETTLEMENT AGREEMENT" DATED MARCH 23, 1990, BETWEEN ILLINOIS AGRICULTURAL ASSOCIATION AND COUNTRY MUTUAL INSURANCE COMPANY ON THE ONE HAND AND AMERICAN FARM BUREAU FEDERATION AND AMERICAN AGRICULTURAL INSURANCE COMPANY ON THE OTHER, AND IS SUBJECT TO THE TERMS OF SAID "SETTLEMENT AGREEMENT."

## *MEMBERSHIP AGREEMENT*

### *AMERICAN FARM BUREAU FEDERATION*

THIS AGREEMENT, made and entered into by and between the American Farm Bureau Federation (hereinafter called "AFBF") and the Illinois Agricultural Association

---

(hereinafter called "State Association"), and other member State Farm Bureaus which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the AFBF is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, State Association, being a member of the AFBF and having similar objectives and purposes, is desirous of cooperating with the AFBF and the other member State Farm Bureaus in the attainment of these common objectives and purposes;

WHEREAS, AFBF has as its further objective to correlate Farm Bureau activities and strengthen its member State Farm Bureaus, and the State Association has a similar objective with respect to its County Farm Bureaus; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their affiliates, within the guidelines of this Agreement;

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

1. *COOPERATIVE RELATIONSHIPS.* (a) AFBF shall maintain, during the tenure of this Agreement, its federation form of organization, as defined in its Bylaws; its faith in the county or parish Farm Bureaus as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible measure, with State Association in achieving the objectives of Farm Bureau, recognizing at all times the rights and responsibilities of State Association with respect to state matters.

(b) State Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) the County Farm Bureau with respect to county matters; (ii) other State Farm Bureaus with respect to their respective state affairs; and (iii) the AFBF with respect to national and international matters.

(c) State Association should enter into uniform cooperative agreements with its County Farm Bureaus, similar in nature to this Agreement, in order to establish the proper relationships between the County Farm Bureaus and the State Association, and among the several County Farm Bureaus, to the end that effective cooperation and coordination may be achieved and maintained among the various units of the Farm Bureau organization.

2. *ARTICLES AND BYLAWS.* State Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of AFBF.

3. *JURISDICTION OF STATE ASSOCIATION.* (a) So long as State Association honors the covenants of this agreement and remains a signatory hereto, State Association shall be the one and only state-wide member entitled to AFBF membership and authorized to use the "FARM BUREAU" or "FB" designations, either directly or through affiliates approved pursuant to Section 7(b), within the respective territory of State Association. State Association shall have exclusive jurisdiction on all matters directly affecting State Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of state and local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of AFBF or the covenants of this Agreement.

(b) For purposes of this Agreement, "affiliates" shall mean those companies or other entities which use the designations "FARM BUREAU" or "FB" in the conduct of their affairs and which are subject to the influence of one or more State Associations or AFBF through such means as ownership (including partial ownership), positions on the Board of Directors or licenses.

4. *NATIONAL AND INTERNATIONAL POLICIES.* (a) Except as provided in (b) of this Section, State Association and its affiliates shall be bound by public policy resolutions involving national or international issues adopted by the AFBF Voting Delegates, interpretations of such resolutions adopted by the AFBF Board of Directors, and other actions adopted by the AFBF Board of Directors relating to national and international policy issues.

(b) It is in the best interest of the Farm Bureau organization at the local, state and national levels to be supportive of the national and international policy positions adopted by the AFBF Voting Delegates, including interpretations of such positions by the AFBF Board of Directors. If it appears to State Association that it may not wish to support or otherwise be bound by an AFBF policy position, or Board interpretations thereof, State Association shall, within 60 days after adoption of the AFBF policy, or Board interpretations thereof, extend a written invitation to the AFBF President to discuss such policy. The invitation may be issued by State Association's President, Board of Directors, or other authority as provided in its Bylaws and shall state the reasons for the opposition. The President may designate the Vice President or any member of the Board of Directors to represent AFBF at such meeting. State Association shall no longer be bound to support the AFBF policy at issue after the earlier of the following dates:

- (i) The date on which State Association meets with the AFBF representative pursuant to invitation as provided in this section.
- (ii) The 60th day following the date of the invitation.

(c) In the event State Association is no longer bound by AFBF policy pursuant to (b) of this Section, State Association shall use discretion if it publicly advocates a view contrary to AFBF policy so as not to subvert the position adopted by the AFBF.

(d) AFBF shall not provide its services or facilities or otherwise lend support to a State Association for the purpose of helping such State Association support a view contrary to AFBF policy.

5. *MEDIATION/ARBITRATION.* (a) In the event of a dispute between two or more State Associations, which they are unable to resolve, the parties may submit the dispute to the AFBF President for mediation. The AFBF President and two persons selected by the President and approved by the AFBF Board of Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) AFBF may, at its discretion, intervene in any arbitration proceeding instituted under this Section in which it has a substantial interest if it is so authorized by a majority vote of the AFBF Board of Directors. In the event AFBF decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

6. *WORKING WITH ALLIES.* AFBF and State Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs. However, in working with other groups, all units of the Farm Bureau organization (County, State and National) should adhere to a policy of correlated but separate action and avoid joining with other groups when Farm Bureau policies would thereby be compromised. Farm Bureau policies are compromised when affiliation or cooperation with an allied organization or group results in support by the County, State or AFBF of a matter which is in conflict with Farm Bureau policy.

7. *USE OF THE DESIGNATIONS "FARM BUREAU" AND "FB".* (a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF holds the ownership of the designations "FARM BUREAU" and "FB" with the right to obtain registrations for those designations in the United States Patent and Trademark Office.

(b) AFBF and State Association shall ensure that no affiliate (as defined in Section 3(b) of this Agreement) shall use the designations "FARM BUREAU" or "FB" without obtaining written permission from the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(c) AFBF and State Association shall conduct their operations, and assure that operations of their affiliates are conducted in a manner consistent with this Agreement, the AFBF Articles of Incorporation, the AFBF Bylaws, and the policies and resolutions duly adopted by the AFBF Voting Delegates and interpretations of such policy by the Board of Directors.

8. *COPYRIGHTED MATERIALS AND DESIGNATIONS OTHER THAN "FARM BUREAU" AND "FB".* Upon request, AFBF may extend to State Association, under prescribed written guidelines, the right, privilege and authority to use any copyright, trademark, trade name or service mark owned and/or controlled by AFBF; such right and privilege, however, to be considered as being subject to revocation upon reasonable written notice, or in the event State Association shall discontinue its relationship with AFBF.

9. *MEMBERSHIP AND FISCAL MATTERS.* (a) State Association shall be responsible for maintaining at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing.

(b) All individual membership dues collected by State Association for the AFBF during the current AFBF fiscal year for the current AFBF fiscal year shall be paid to the AFBF not later than the fifteenth day of the month following the month in which such dues are collected. For the month of November, membership dues should reach the AFBF office by November 30. If it is impossible to transmit all membership dues to the AFBF office by November 30, AFBF will recognize a written notice from State Association dated not later than midnight, November 30, advising that a check for a specific amount covering membership dues has been placed in the U.S. mail. In the event State Association collects membership dues for AFBF in the current AFBF fiscal year for any future AFBF fiscal year, such dues shall be paid to AFBF not later than January fifteenth of the fiscal year for which they are collected.

(c) AFBF and State Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(d) AFBF and State Association shall furnish the other with a copy of its annual audited financial statement.

(e) AFBF and State Association recognize the need and urgency for an early classification of members by all County Farm Bureaus in order to make certain that the control of Farm Bureau will always remain in the hands of bona fide farmers and ranchers. Classification of members permits the acceptance into membership of those persons who share in the beliefs of the organization but who may not be bona fide farmers and ranchers, without surrendering farmer control.

The terms "voting member" and "non-voting" or "associate member" should be used to designate the two types of membership. Associate members should also be non-voting. The following minimum eligibility requirements for voting membership should be established:

Persons, partnerships, unincorporated associations and corporations, actively engaged in the production of agricultural products (including horticultural crops and forest products), who receive a substantial portion of their income from such products, including lessees and tenants of land used for the production of such products, and lessors and landlords who receive as rent, either in kind or cash, the equivalent of all or part of the crop raised on the leased or rented premises, are eligible to apply for voting membership in the organization.

10. *ECONOMIC SERVICES.* (a) Each party hereto shall maintain sufficient influence on affiliates, including affiliates operating on behalf of two or more State Associations, to assure a satisfactory relationship with the Farm Bureau organization, and to protect the economic interest of individual Farm Bureau members.

(b) AFBF and its affiliates shall offer their programs and activities within State Association's state of jurisdiction only with the written consent of the Board of Directors of State Association. In the event that the Board of Directors of State Association later decides that such programs and activities shall be discontinued, the AFBF affiliate shall be given reasonable time in which to discontinue offering them.

11. *TERMINATION OF AGREEMENT.* When duly executed, this Agreement shall supersede all previous membership agreements between the AFBF and State Association. This Agreement may be terminated by AFBF or State Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that State Association shall pay to AFBF one-twelfth (1/12) of the dues paid to AFBF by State Association during the previous AFBF fiscal year times the number of months from the beginning of the current AFBF fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by State Association shall constitute resignation from membership in the AFBF under Article III of the AFBF Bylaws.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this 28th day of March, 19 90.

AMERICAN FARM BUREAU FEDERATION

By Dean R. Kleckner  
President  
Dean R. Kleckner

ATTEST C. David Mayfield  
Secretary

Illinois Agricultural Association  
(State Association)

By John P. White, Jr.  
President  
John P. White, Jr.

ATTEST Harold B. Maney  
Secretary

(SEAL)

(SEAL)

# EXHIBIT C

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**MEMBERSHIP AGREEMENT**  
**BETWEEN**  
**AMERICAN FARM BUREAU FEDERATION**  
**AND**  
**ILLINOIS FARM BUREAU**

**MEMBERSHIP AGREEMENT  
AMERICAN FARM BUREAU FEDERATION**

THIS AGREEMENT, made and entered into by and between the American Farm Bureau Federation (hereinafter called "AFBF") and the Illinois Agricultural Association (hereinafter called "State Association"), and other member State Farm Bureau Associations which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the AFBF is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, State Association, being a member of the AFBF and having similar objectives and purposes, desires to cooperate with the AFBF and the other member State Farm Bureau Associations in the attainment of these common objectives and purposes;

WHEREAS, AFBF has as its further objective to correlate Farm Bureau activities and strengthen its member State Farm Bureau Associations, and the State Association has a similar objective with respect to its County Farm Bureau Associations;

WHEREAS, AFBF and its member State Farm Bureau Associations recognize the importance of the grassroots structure of the organization, which rests on strong and active organized County Farm Bureau Associations;

WHEREAS, AFBF and its member State Farm Bureau Associations recognize the extraordinary value of the goodwill and reputation symbolized by the Marks and the importance of maintaining and protecting the Marks as distinctive identifiers of the collective national Farm Bureau organization; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their Affiliates, within the guidelines of this Agreement.

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

**1. DEFINITIONS.**

(a) "Affiliate" or "Affiliates" shall mean those companies or other entities which use the Marks in the conduct of their affairs and which are subject to control by one or more State or County Farm Bureau Associations and/or AFBF through such means as ownership (including partial ownership), positions on the Board of Directors or licenses, or other methods of control approved by the AFBF Board of Directors.

(b) "Marks" shall mean the designations "FARM BUREAU," "FB," and "VOICE OF AGRICULTURE," and the "FB" National Logo as depicted and specified in the *Farm Bureau Marks Use Manual*.

(c) "County Farm Bureau Association" shall include county or parish units of the Farm Bureau organization.

## 2. COOPERATIVE RELATIONSHIPS.

(a) AFBF shall maintain, during the tenure of this Agreement, its federated structure, as defined in its Bylaws; its faith in the County Farm Bureau Associations as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible measure, with State Association in achieving the objectives of the Farm Bureau organization, recognizing at all times the rights and responsibilities of State Association with respect to state matters.

(b) State Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) the County Farm Bureau Associations with respect to county matters; (ii) other State Farm Bureau Associations with respect to their respective state matters; and (iii) the AFBF with respect to national and international matters.

(c) State Association should enter into uniform agreements with its County Farm Bureau Associations, similar in nature to the model State/County agreement attached hereto as Attachment A and incorporated by reference herein, in order to establish the proper relationships between the County Farm Bureau Associations and the State Association, and among the several County Farm Bureau Associations, to the end that effective cooperation and coordination may be achieved and maintained among the various units of the Farm Bureau organization.

## 3. CONDUCT OF OPERATIONS.

(a) State Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of AFBF.

(b) AFBF and State Association shall conduct their operations, and assure that operations of their Affiliates and the County Farm Bureau Associations and their Affiliates are conducted, in a manner consistent with this Agreement, the AFBF Articles of Incorporation, the AFBF Bylaws, and the policies and resolutions duly adopted by the AFBF Voting Delegates and interpretations of such policy by the Board of Directors.

(c) State Association shall have exclusive jurisdiction on all matters directly affecting State Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of state and local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of AFBF or the provisions of this Agreement.

#### 4. INTELLECTUAL PROPERTY

(a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF owns the Marks with the sole right to obtain registrations for the Marks in the United States Patent and Trademark Office and in all other trademark registries or comparable record systems in the United States and elsewhere throughout the world.

(b) So long as State Association remains a signatory to this Agreement, State Association shall be the one and only state-wide member entitled to AFBF membership and authorized to use the Marks, either directly or through Affiliates approved pursuant to Section 4(d), within the respective territory of State Association. AFBF shall not charge State Association or State Association's Affiliates a royalty, except membership dues, for use of the Marks; provided, however, that AFBF may, in its sole discretion, charge a royalty to AFBF's Affiliates.

(c) So long as a County Farm Bureau Association remains a member or affiliated local unit of State Association, that County Farm Bureau Association shall be authorized to use the Marks only within the territory of that County Farm Bureau Association. The authority of any County Farm Bureau Association to use the Marks shall be revoked immediately and automatically upon termination of its membership in or affiliation with State Association, or upon the termination of State Association's membership in AFBF.

(d) AFBF and State Association shall ensure that no Affiliate shall use the Marks without obtaining written permission from the AFBF Board of Directors or the AFBF Executive Committee during the periods between regular meetings of the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(e) Use of the Marks by AFBF, State Association, the County Farm Bureau Associations, and their Affiliates shall be governed by the provisions of this Agreement and by the *Farm Bureau Marks Use Manual*, which is attached hereto as Attachment B and is incorporated herein by reference, and which may be revised from time to time by the AFBF Board of Directors.

(f) Each party hereto shall maintain sufficient control of its Affiliates, and State Association shall ensure that its County Farm Bureau Associations maintain sufficient control of their Affiliates, including Affiliates operating on behalf of two or more State Associations, to assure that the Affiliates comply with the rules governing their use of the Marks, as stated in this Agreement, the *Farm Bureau Marks Use Manual*, and any applicable trademark license or other document providing for control over the use of the Marks as may be required by the AFBF Board of Directors.

(g) AFBF and its Affiliates may offer their services, programs and activities using the Marks within State Association's geographical jurisdiction with the written consent of the Board of Directors of State Association or the President of State Association, at the election of the State Association. In the event that the Board of Directors or the President of State Association, as the case may be, later revokes its consent to such use of the Marks, AFBF or its Affiliate shall be given reasonable time in which to discontinue offering them. State Association and its Affiliates that have been granted permission, or are granted permission in the future, to use the Marks by AFBF shall be permitted to use the Marks, subject to the provisions of this Agreement, in the geographical jurisdiction of another State Farm Bureau Association that has consented to such use.

(h) State Association and its Affiliates shall not be prohibited from conducting any business that does not use the Marks ("Unbranded Business") in the geographical jurisdiction of another State Farm Bureau Association. State Association agrees that AFBF and its Affiliates, and other State Farm Bureau Associations and their Affiliates, shall have a similar right to conduct Unbranded Business in the geographical jurisdiction of State Association.

## 5. NATIONAL AND INTERNATIONAL POLICIES.

(a) Except as provided in Section 5(b), State Association and its Affiliates shall be bound by public policy resolutions involving national or international issues adopted by the AFBF Voting Delegates, interpretations of such resolutions adopted by the AFBF Board of Directors, and other actions adopted by the AFBF Board of Directors relating to national and international policy issues.

(b) It is in the best interest of the Farm Bureau organization at the local, state and national levels to be supportive of the national and international policy positions adopted by the AFBF Voting Delegates, including interpretations of such positions by the AFBF Board of Directors. If it appears to State Association that it may not wish to support or otherwise be bound by an AFBF policy position, or Board interpretations thereof, State Association shall, within 60 days after adoption of the AFBF policy, or Board interpretations thereof, extend a written invitation to the AFBF President to discuss such policy. The invitation may be issued by State Association's President, Board of Directors, or other authority as provided in its Bylaws and shall state the reasons for the opposition. The President may designate the Vice President or any member of the Board of Directors to represent AFBF at such meeting. State Association shall no longer be bound to support the AFBF policy at issue after the earlier of the following dates:

(i) The date on which State Association meets with the AFBF representative pursuant to invitation as provided in this section.

(ii) The 60th day following the date of the invitation.

(c) In the event State Association is no longer bound by AFBF policy pursuant to Section 5(b), State Association shall cooperate with AFBF by not publicly criticizing AFBF and other state Farm Bureau organizations for supporting the majority position from which the State Association has dissented, and by clearly indicating that the view or position of the State Association does not represent the position of the AFBF.

(d) AFBF shall not provide its services or facilities or otherwise lend support to a State Association for the purpose of helping such State Association support a view contrary to AFBF policy.

## 6. MEDIATION/ARBITRATION.

(a) In the event of a dispute between two or more State Associations, which they are unable to resolve, the parties may submit the dispute to the AFBF President for mediation. The AFBF President and two persons selected by the President and approved by the AFBF Board of Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) AFBF may, at its discretion, intervene in any arbitration proceeding instituted under this Section in which it has a substantial interest if it is so authorized by a majority vote of the AFBF Board of Directors. In the event AFBF decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

## 7. WORKING WITH ALLIES.

AFBF and State Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs.

## 8. MEMBERSHIP AND FISCAL MATTERS.

(a) State Association shall be responsible for maintaining at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing. These membership records and accounts are owned or controlled by State Association or a State Association's members. If AFBF requests disclosure of such information, AFBF shall enter into a confidentiality agreement with State Association.

(b) State Association should take steps, either through bylaw amendments, State-County agreement provisions or other governance measures, to ensure the governance of State Association and its County Farm Bureau Associations remains in the hands of bona fide farmers and ranchers.

(c) All individual membership dues collected by State Association for the AFBF during the current AFBF fiscal year for the current AFBF fiscal year shall be paid to the AFBF not later than the fifteenth day of the month following the month in which such dues are collected. For the month of November, membership dues should reach the AFBF office by November 30. If it is impossible to transmit all membership dues to the AFBF office by November 30, AFBF will recognize a written notice from State Association dated not later than midnight, November 30, advising that a check for a specific amount covering membership dues has been placed in the U.S. mail. In the event State Association collects membership dues for AFBF in the current AFBF fiscal year for any future AFBF fiscal year, such dues shall be paid to AFBF not later than January fifteenth of the fiscal year for which they are collected.

(d) AFBF and State Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(e) AFBF and State Association shall furnish the other with a copy of its annual audited financial statement upon request.

9. TERMINATION OF AGREEMENT.

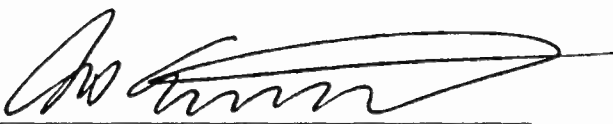
When duly executed, this Agreement shall supersede all previous membership agreements between the AFBF and State Association. This Agreement may be terminated by AFBF or State Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that State Association shall pay to AFBF one-twelfth (1/12) of the dues paid to AFBF by State Association during the previous AFBF fiscal year times the number of months from the beginning of the current AFBF fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by State Association shall constitute resignation from membership in the AFBF under Article III of the AFBF Bylaws.

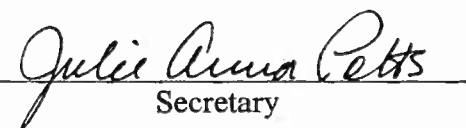
10. INCORPORATION OF SETTLEMENT AGREEMENT.

This Membership Agreement is executed in accordance with the Settlement Agreement dated March 23, 1990 (hereafter, "Settlement Agreement"), by and between Illinois Agricultural Association, COUNTRY Mutual Insurance Company, and six (6) Illinois County Farm Bureaus, on the one hand, and American Farm Bureau Federation and American Agricultural Insurance Company on the other, and this Membership Agreement is subject to the terms of the Settlement Agreement.

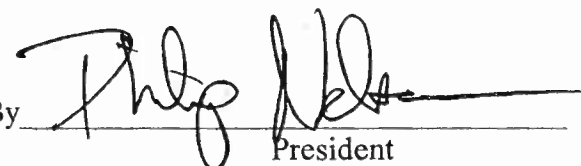
IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this 22<sup>nd</sup> day of April, 2008.

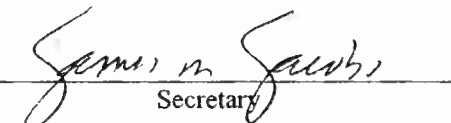
AMERICAN FARM BUREAU FEDERATION

By   
President

ATTEST   
Secretary

Illinois Agricultural Association  
(State Association)

By   
President

ATTEST   
Secretary

# **EXHIBIT D**

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
MCLEAN COUNTY, ILLINOIS**

ILLINOIS AGRICULTURAL ASSOCIATION, )

Plaintiff, )

v. )

AMERICAN FARM BUREAU FEDERATION, )

Defendant. )

Case No. \_\_\_\_\_

**AFFIDAVIT OF KEVIN S. SEMLOW**

My name is Kevin S. Semlow, and I am an employee of Plaintiff Illinois Agricultural Association, which is almost exclusively known as the "Illinois Farm Bureau." I am authorized to make this Affidavit by Illinois Farm Bureau, and I make it under penalty of perjury and in support of its Motion for a Preliminary Injunction. The statements below are based on my personal knowledge and are true and correct. If called as a witness in this action, I can and would testify competently on these issues.

**I. AFFIANT BACKGROUND.**

1. In 1987, I graduated from Illinois State University in Normal, Illinois, with a Bachelor of Science Degree in Political Science. I also earned a Minor in History at that same time.

2. Starting in 1988, I was employed by the Illinois House of Representatives for four years as a research and appropriations analyst. In 1992, I joined the Illinois Municipal League as a Legislative Associate.

3. In 1996, I joined Illinois Farm Bureau as the Assistant Director of State Legislation and was promoted to Associate Director in 1998. In those roles, my duties were assisting in the development and implementation of the Illinois state legislative priorities and policy positions of

Illinois Farm Bureau through the lobbying of state legislators, constitutional officers, state agency administrations, as well as their staffs. In 2004, I was named Director of State Legislation, where I led all Illinois state legislative matters for Illinois Farm Bureau and worked with the Illinois Farm Bureau's leadership and members in developing and implementing the Illinois Farm Bureau's positions and policies. I was also named the Secretary and Administrator of the ACTIVATOR political involvement committees for grassroots engagement of both the U.S. House of Representatives and the Illinois General Assembly.

4. In August of 2023, I was named as the Executive Director of Governmental Affairs and Commodities. In this role, my responsibilities encompassed all Illinois Farm Bureau lobbying activities at the local, state, and federal levels, as well as working with the federal, state, and local agencies that impact Illinois Farm Bureau from a regulatory standpoint. My commodities division responsibilities include overseeing Illinois Farm Bureau's work in the crop production and livestock areas.

5. In my time as Executive Director of Governmental Affairs and Commodities, I have been working with the American Farm Bureau Federation ("AFBF") and learning the processes and dynamics of that organization. I have been an active participant in numerous meetings related to legislative and regulatory issues, the policy development process, and with political strategy meetings. Additionally, I have had interaction with AFBF's Board of Directors, attending meetings of both the AFBF Board of Directors and AFBF Council of Presidents during my tenure.

## **II. THE PARTIES AND THEIR RELATIONSHIP.**

### **A. AFBF.**

6. AFBF is a non-partisan, independent, non-governmental, non-profit organization that is governed by and represents farm and ranch families. AFBF advocates for America's farmers, ranchers, and rural communities and is the nation's largest general farm organization.

7. AFBF has as members fifty independent state Farm Bureau member organizations across the country, plus a Farm Bureau in Puerto Rico. Those Farm Bureau organizations, in turn, have member county Farm Bureau organizations and individual Farm Bureau members.

### **B. Illinois Farm Bureau.**

8. Illinois Farm Bureau is one of AFBF's state Farm Bureau member organizations.

9. Illinois Farm Bureau is a grassroots membership organization made up of people who support farms, food, and families in Illinois, and its mission is to improve the economic well-being of agriculture and enrich the quality of farm family life. Consequently, Illinois Farm Bureau advocates for farmers and agriculture, connects the farming community with consumers, provides access to reliable agriculture information and education, and creates value by promoting the values and a quality of life many Illinoisans hold dear.

10. Illinois Farm Bureau is the fifth largest Farm Bureau in the nation and Illinois' largest not-for-profit agriculture organization. It partners with a network of county Farm Bureaus that touches every county in Illinois. In addition, Illinois Farm Bureau provides services to more than 70,000 farmers, farmland owners, and agriculture-industry professionals.

## **III. THE "FARM BUREAU" NAME AND MARK.**

11. The Illinois Agricultural Association began to refer to itself as Illinois Farm Bureau at least as early as 1916, and, for over one hundred years, it has held itself out to the public and

been primarily known as the “Illinois Farm Bureau.” AFBF owns the name and mark “Farm Bureau,” and for more than thirty years Illinois Farm Bureau has used that name and mark under a license and settlement agreement with AFBF.

12. The “Farm Bureau” name and mark has a distinctive nature and strength, extensive public exposure, significant commercial success, widespread advertising, and long-standing and extensive publicity.

13. AFBF has used the “Farm Bureau” name and mark to identify itself and its various service offerings for over a century. Each state and county Farm Bureau organization is licensed to use the “Farm Bureau” trademark through their membership in AFBF. Additionally, AFBF’s Board of Directors grants permission for the licensing of the “Farm Bureau” trademark for use by certain affiliate companies controlled by state or county Farm Bureau organizations.

14. The Illinois Agricultural Association is the only state-wide organization in Illinois authorized to use the “Farm Bureau” name and mark, either directly or through its affiliate companies.

#### **IV. AFBF’S ACTIONS WILL IRREPARABLY HARM ILLINOIS FARM BUREAU.**

15. In November 2024, AFBF summarily terminated Illinois Farm Bureau’s membership in AFBF, effective December 20, 2024, purporting to foreclose Illinois Farm Bureau from using the “Farm Bureau” name and mark after that date. Additionally, on October 19, 2024 and October 25, 2024, AFBF sent letters to Illinois Farm Bureau’s members and others containing false statements regarding Illinois Farm Bureau in connection with the membership dispute between the parties.

16. For the reasons stated below, AFBF’s actions will cause irreparable harm to Illinois Farm Bureau.

**A. Drastic And Immediate Changes Will Be Required.**

17. Over the years, Illinois Farm Bureau has invested millions of dollars in its identity as the “Farm Bureau” and in perpetrating and using its name and mark. As a result, the “Farm Bureau” name and mark are ubiquitous and the way Illinois Farm Bureau holds itself out to the world.

18. If termination is effective, Illinois Farm Bureau may be immediately required to immediately replace all references to the “Illinois Farm Bureau” or “IFB” in current use. This will require drastic measures that will take substantial time to accomplish. For example, Illinois Farm Bureau will need to:

- a. Change interior and exterior signage on numerous buildings throughout Illinois, including county farm bureau offices located in ninety-three counties in Illinois;
- b. Change other print items, including letterheads, certificates, awards, forms, branded items, badges, business cards, and advertising;
- c. Change its virtual presence on its websites (*e.g.*, [illinoisfarmbureau.org](http://illinoisfarmbureau.org), [farmbureaubenefits.org](http://farmbureaubenefits.org), [illinois-farm-bureau.org](http://illinois-farm-bureau.org)), email addresses, apps (*e.g.*, the “Illinois Farm Bureau Member Benefits” app), and social media (*e.g.*, YouTube, Instagram, Facebook);
- d. Change references to “Farm Bureau” in its media properties, including Partners Magazine (which goes to all non-farmer members), FarmWeek (which goes to farmer members), RFD Radio, and other media and communication properties (which includes an Emmy-nominated documentary, as well as other documentary series); and

e. Substantially revise or cancel the existing and significantly developed plans for Illinois Farm Bureau's upcoming Annual Meeting in early December.

19. Attached as **Exhibit A** are examples of exterior and internal signage that would need to be changed.

20. Attached as **Exhibit B** are examples of branded items that would need to be changed.

21. Attached as **Exhibit C** are examples of badges and business cards that would need to be changed.

22. Attached as **Exhibit D** are examples of awards that would need to be changed.

23. Attached as **Exhibit E** are examples of advertising, forms, apps, and publications that would need to be changed.

24. Attached as **Exhibit F** are examples of program materials that would need to be changed.

25. It will take a substantial period of time to make these changes. Moreover, these changes will have a huge administrative and infrastructure impact on Illinois Farm Bureau. For example, Illinois Farm Bureau is currently preparing for its early December 2024 Annual Meeting. For that meeting, Illinois Farm Bureau's Board of Directors has already prepared video clips using the "Farm Bureau" name and mark, and the organization has completed the banners and advertising handouts bearing the "Farm Bureau" name and mark.

**B. Reputational Damage and Member Confusion.**

26. If Illinois Farm Bureau is no longer able to use the "Farm Bureau" name and mark, as it has for the past century, after December 20, 2024, it will be extremely detrimental to its general reputation and its goodwill throughout the State of Illinois. In addition, the loss of the

"Farm Bureau" name and mark will sow widespread confusion among its members, vendors, and the general public that would not be resolved by any future remedy.

27. For example, the loss of the "Farm Bureau" name and mark will hamper or destroy the goodwill Illinois Farm Bureau has created in its membership programs. Throughout Illinois, Illinois Farm Bureau uses the "Farm Bureau" name and mark to advance agricultural causes, programming, and outreach to its membership and the general public with respect to certain educational and environmental causes. For environmental programming, for example, Illinois Farm Bureau has field days that it labels as "\_\_\_\_\_ County Farm Bureau Field Days," and the use of that name is indispensable to the success of this program.

28. Similarly, the loss of the name and mark "Farm Bureau" will permanently damage Illinois Farm Bureau's major communication platforms. "RFD Radio" is a radio network owned by Illinois Farm Bureau, and it is the most listened-to source for Illinois farm and rural information. "FarmWeek" is a weekly newspaper produced by Illinois Farm Bureau that provides news and information to help farmers run their businesses. RFD Radio and FarmWeek are widely known as Illinois Farm Bureau publications, and they regularly incorporate the "Farm Bureau" name and mark in their publications and shows. If Illinois Farm Bureau loses the ability to use the "Farm Bureau" name and mark on these platforms, it will result in a large reputational loss.

29. Additionally, if Illinois Farm Bureau has to cease using the "Farm Bureau" name and mark, there will be mass confusion among its membership/client base concerning issues such as: (1) whether there was new management or a takeover of the organization; (2) the political impact of the change; (3) the public relations impact; (4) the impact on Illinois Farm Bureau's ability to advance issues in Springfield and Washington, D.C.; (5) the impact on Illinois Farm

Bureau's overall relationship and innerworkings with AFBF; and (6) the impact on Illinois Farm Bureau's relationship with affiliated organizations, like the Farm Bureaus in each Illinois county.

30. This harm is not speculative because AFBF's October letters containing false statements with respect to Illinois Farm Bureau regarding the parties' membership dispute, which are attached as **Exhibit G**, have already created confusion among Illinois Farm Bureau's members and in the Illinois farming community. As one example:

- a. After AFBF circulated its October 19th letter, an Illinois Farm Bureau constituent posted to Facebook the message attached as **Exhibit H**, which states, among other things:

Illinois Farm Bureau Is in Trouble folks. Call your county Farm Bureau mgr to inquire what is "going down". The current Pres, Brian Duncan & the 18 board members are making moves that will drastically reduce the effectiveness of IFB. IT IS Horribly sad . . . This has ramifications for agricultural legislation, affiliate organizations, such as IL Corn & Soybean growers, check-offs, etc.

**C. Damage to Lobbying Efforts.**

31. If Illinois Farm Bureau loses the right to use the "Farm Bureau" name and mark, its lobbying efforts throughout the State of Illinois will be severely hampered, which, in turn, will cause it to suffer irreversible political damage.

32. In order for Illinois Farm Bureau's legislative initiatives to be successful, it is critical that Illinois Farm Bureau build strong relationships with elected officials, state agency personnel, and directors of agencies. For decades, Illinois Farm Bureau has devoted substantial time and effort to successfully developing those strong relationships.

33. For example, Illinois Farm Bureau has had a strong and effective presence in Springfield for decades, including three Springfield-based lobbyists. A key element to their success has been the use of the "Farm Bureau" name and mark, which open doors and ensure access to key decisionmakers. If Illinois Farm Bureau is not able to use the "Farm Bureau" name and mark, it will confuse legislators, elected officials, constitutional officers, and/or their staffs as to the organization involved in the lobbying process.

34. The "Farm Bureau" name is also important to legislative initiatives. For example, for the past twenty years, Illinois Farm Bureau has conducted an "Adopt-A-Legislator" program. This program consists of county "Farm Bureaus" that adopt urban legislators around the Chicagoland area, where the majority of the Illinois General Assembly resides, and educate them on farming initiatives.

35. If Illinois Farm Bureau is unable to use the "Farm Bureau" name and mark, it will almost certainly suffer irreversible harm. For example, as a practical matter, elected officials, staff, and agencies often call for meetings to discuss particular issues or legislation and specify that they want to include the "Farm Bureau" people. If that designation is gone, the people and agencies calling these meetings may not know that Illinois Farm Bureau still exists in that capacity under a different name, which puts Illinois Farm Bureau at a major disadvantage.

**D. Injury to the General Public.**

36. Illinois Farm Bureau provides resources and support for numerous initiatives and programs that are designed to serve rural Illinois communities and enrich the quality of farm family life. For example, Illinois Farm Bureau:

- a. Publishes materials designed to help Illinoisans better understand the food and farming industries and to keep them informed on important laws and regulations;

- b. Promotes mental health and wellness, both on the farm and in agricultural and rural communities;
- c. Promotes safety and health in order to reduce the number of farm work-related injuries and deaths;
- d. Partners with others to provide more than 600,000 Illinois students and 40,000 Illinois teachers with resources to help them understand the role of agriculture;
- e. Provides training with respect to the safe production, handling and preparation of foods; and
- f. Provides education concerning environmental issues and best management practices that can help meet conservation goals.

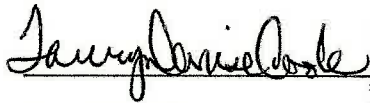
37. If Illinois Farm Bureau is no longer able to use the name and mark "Farm Bureau," it will no longer be in position to effectively advance these programs and initiatives, which will result in general harm to the public.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

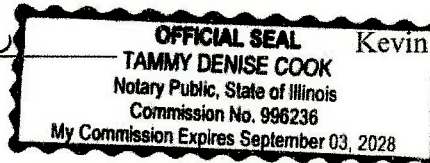
SWORN AND SUBSCRIBED TO

FURTHER AFFIANT SAYETH NOT

BEFORE ME THIS 13<sup>th</sup> Day of November 2024



Notary Public



Kevin S. Semlow

My Commission expires: 09/03/2028

# **EXHIBIT A**

# EARL SMITH HALL



Farm. Family. Food.™



**ANDREW BENDER**

# IAA Office of the President



Farm. Family. Food.™

FREE

CAN KOOZIES







# GOVERNMENTAL AFFAIRS & COMMODITIES



# LEGAL DEPARTMENT



# TRAINING AND DEVELOPMENT



# **EXHIBIT B**



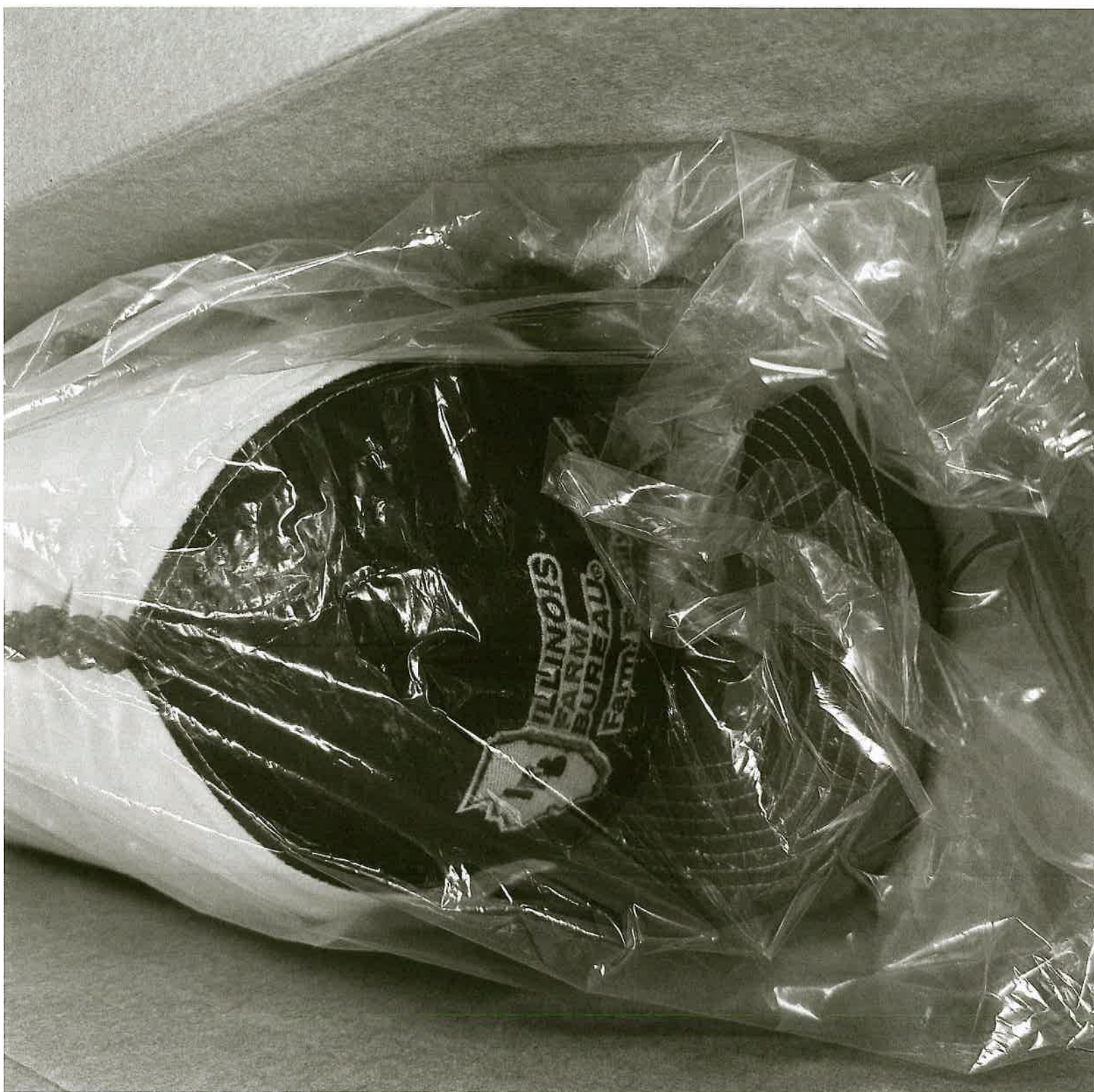
ILLINOIS  
FARM  
BUREAU  
Farm. Family. Food.™

Food.



COLLEGIATE  
FARM  
BUREAU.









# **EXHIBIT C**



**Andy  
Bender**

**Illinois Farm Bureau**



**Andy  
Bender**



**ANDREW S. BENDER**  
Deputy General Counsel  
Illinois Farm Bureau

1701 Towanda Ave  
Bloomington, IL 61701  
Phone: 309-557-2623  
Email: [abender@iffb.org](mailto:abender@iffb.org)

**Farm. Family. Food.™**  
[www.iffb.org](http://www.iffb.org)

# **EXHIBIT D**



AMERICAN FARM BUREAU FEDERATION®

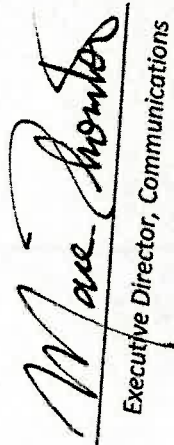
# Communications Award 2018

For excellence in producing this year's

## Best Public Relations Campaign

Illinois Farm Bureau

  
President

  
Executive Director, Communications

2024

*Communications*

*Award*

Single Blog Item, Editorial or Column

Illinois Farm Bureau



American Farm Bureau Federation

# EXHIBIT E

---

# FarmWeek<sup>®</sup>

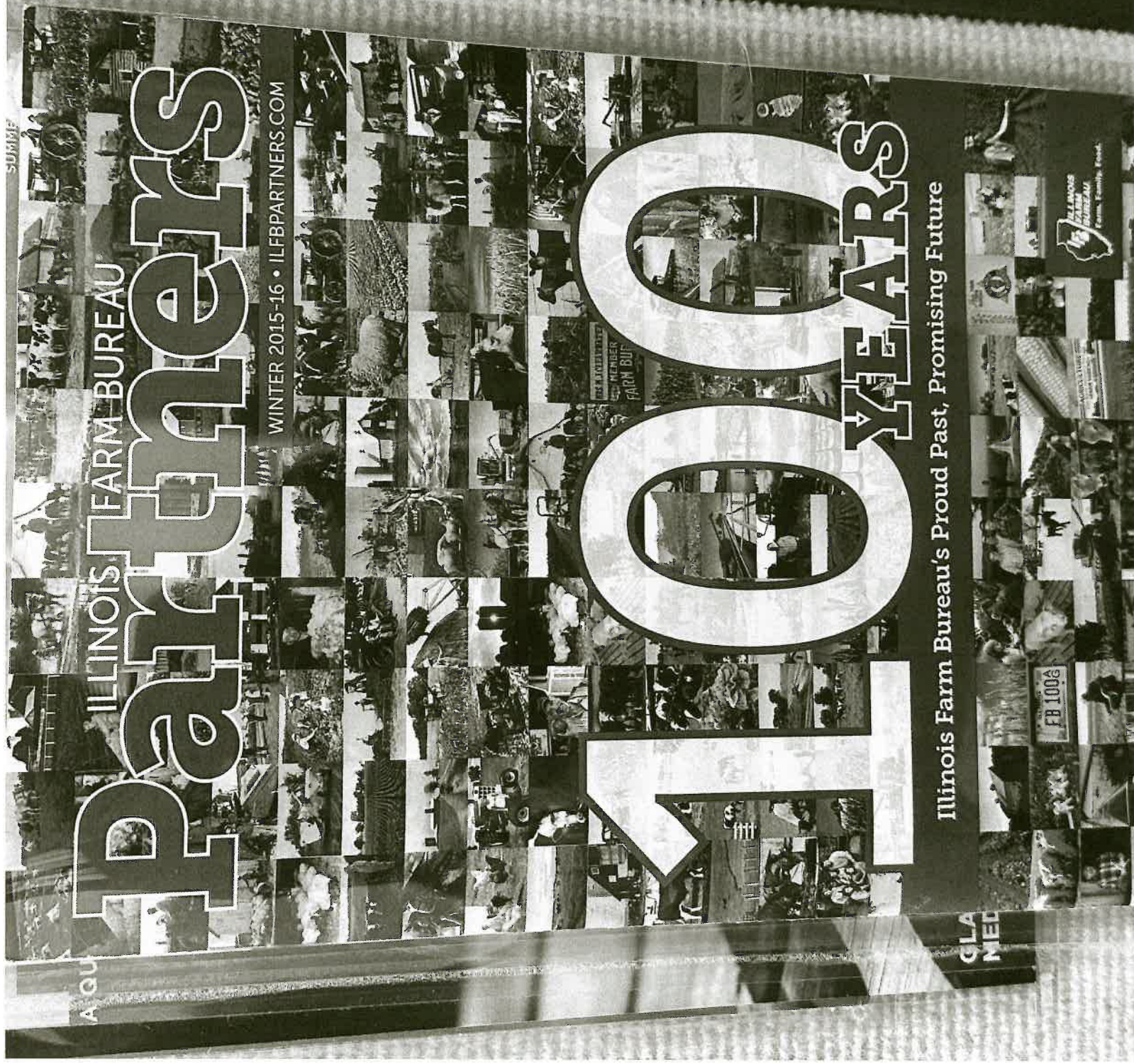


A service of

*Illinois Farm Bureau mission: Improve the economic well-being of agriculture and enrich the quality of farm family life.*

## ILLINOIS FARM BUREAU Partners

[ILFBPARTNERS.COM](http://ILFBPARTNERS.COM)



SUMMER

# ILLINOIS FARM BUREAU Partners

WINTER 2015-16 • ILFBPARTNERS.COM

# 100 YEARS

Illinois Farm Bureau's Proud Past, Promising Future

GLA  
NED

FB 100A

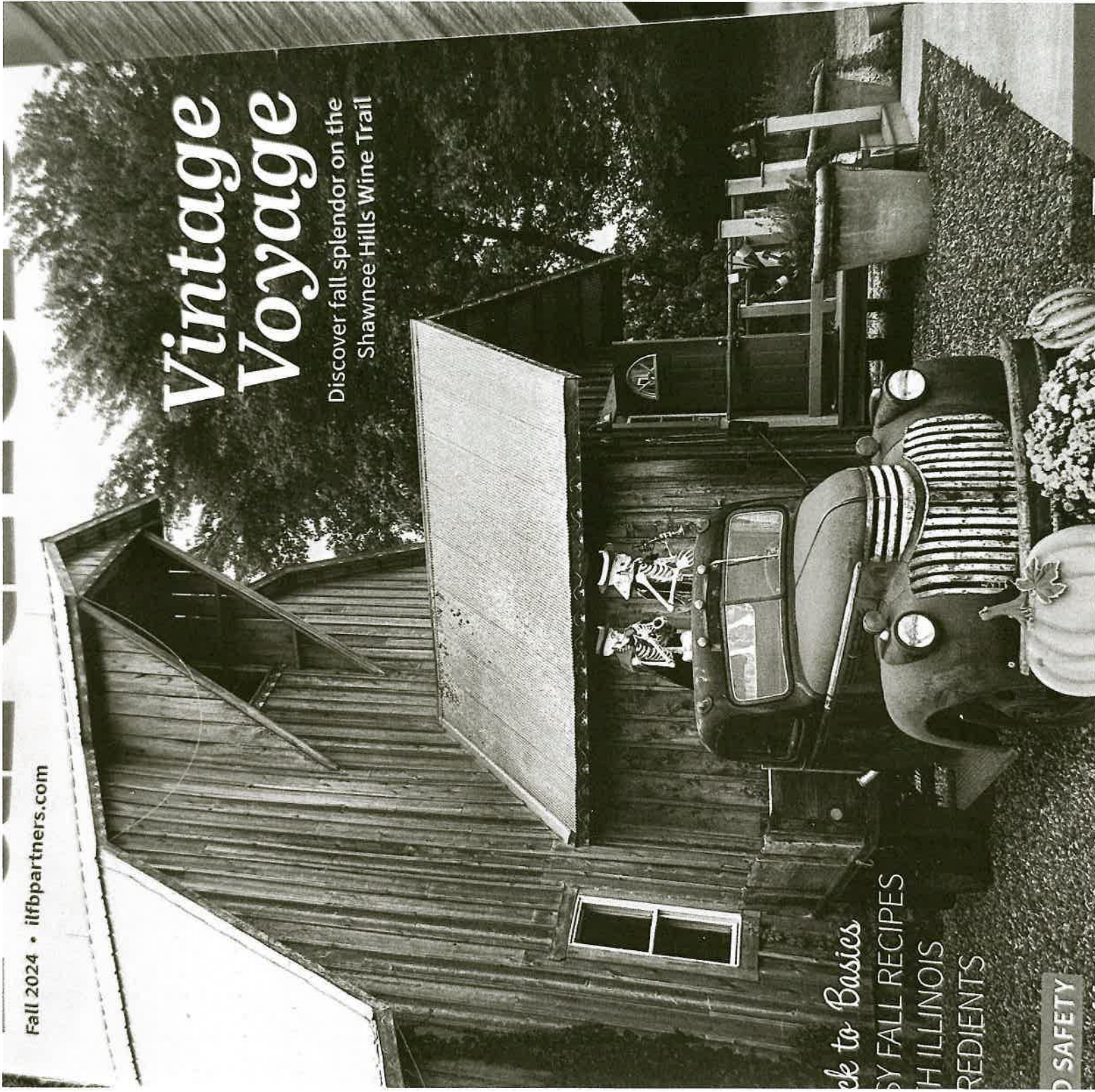


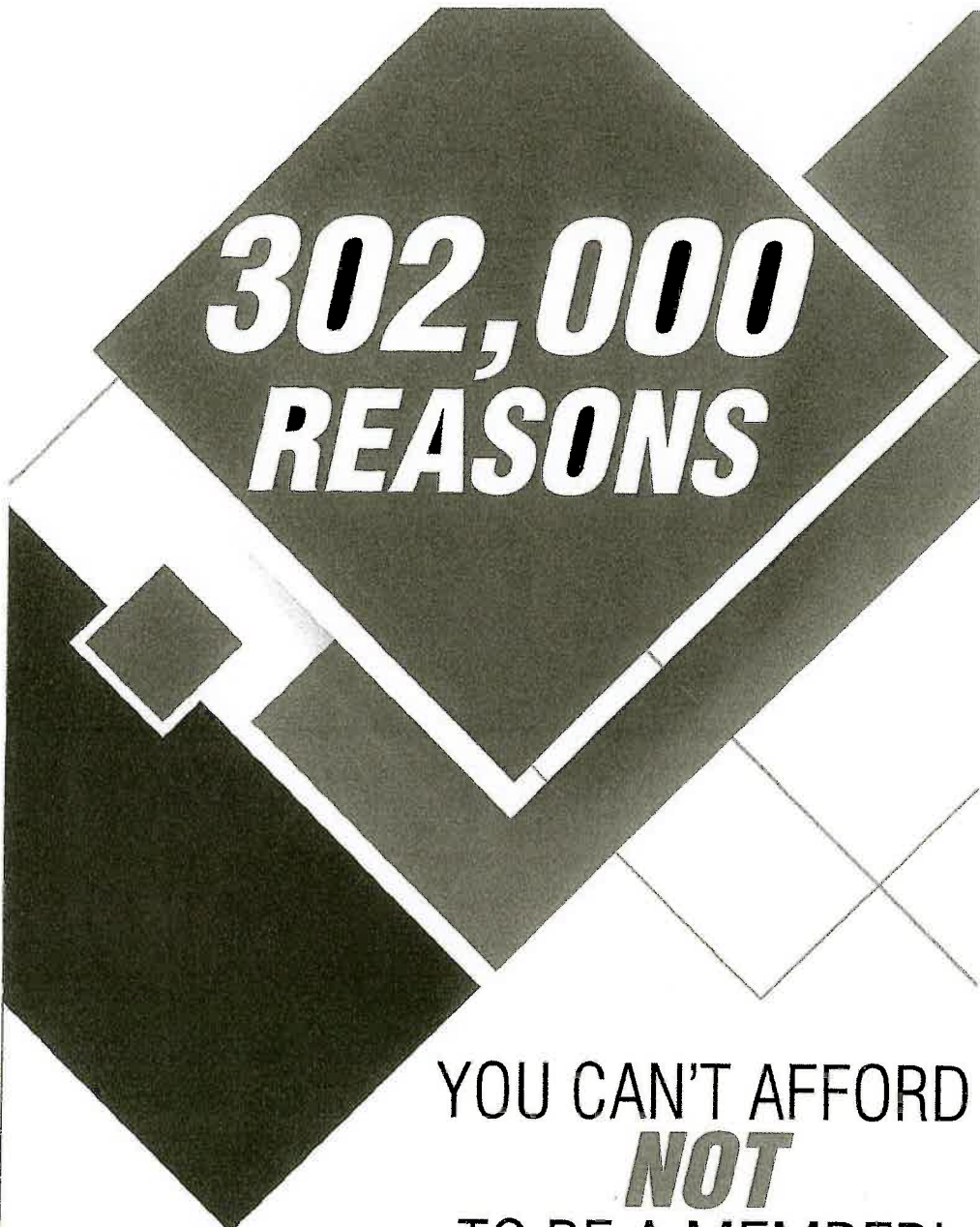
# Vintage Voyage

Discover fall splendor on the  
Shawnee Hills Wine Trail

Back to Basics  
EASY FALL RECIPES  
SHAWNEE HILLS  
WINE TRAIL  
INGREDIENTS

SAFETY





**302,000  
REASONS**

YOU CAN'T AFFORD  
**NOT**  
TO BE A MEMBER!



[www.ilfb.org](http://www.ilfb.org)

# DO YOU TRAVEL?

**Enjoy up to 20% off**

with Choice Hotels®

Advance reservations required

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**Save up to 20% off**

"Best Available Rate"

with Wyndham Hotels & Resorts

Advance reservations required

1-877-670-7088

IFB #8000002027

**WYNDHAM**  
HOTELS & RESORTS

**Save up to 30% off**

"Best Available Rate"

at Great Wolf Lodge

Advance reservations required

Call 1-800-905-WOLF

Corporate Code: ILLI617A



## PURCHASING A NEW VEHICLE?

**MEMBERS  
SAVE \$500\***

\*Please check [www.ifb.org](http://www.ifb.org) for more details



**Make Marketing Decisions**

**GRAINGER**

FOR THE ONES WHO GET IT DONE

**LEVERAGE  
YOUR FARM**



on the Go with GrainCoat®

It's Time to Streamline Your Process:

**\$20** DISCOUNT  
FOR ILLINOIS FARM  
BUREAU MEMBERS

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MEMBERSHIP  
& SAVE**



**LIFE LINE  
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*The Power of Prevention*

**SCHEDULE YOUR  
SCREENING**

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PRIORITY CODE: ILFB001

**PURCHASING NEW EQUIPMENT?**

 **JOHN DEERE**

**MEMBERS  
SAVE UP  
TO \$3,700\***

\*Please check [www.illb.org](http://www.illb.org) for more details

**CASE IH**  
AGRICULTURE

**MEMBERS  
SAVE UP  
TO \$500\***

\*Please check [www.illb.org](http://www.illb.org) for more details

## Internet Browser

#1: Go to your internet browser and type in: <https://ifb.abenity.com>

#2: The home page looks like this:



## Android

#1: Go to the Google Play Store

Search for: "Abenity"

The App looks like this:

Select: Install

#2: Once the app is installed, select "Open"

#3: You will be asked to:

A) **Sign In** (you will be asked to sign in if you have an abenity login) Type in your user name and your membership number which can be found on your card.

B) **Register** (new users - you will need to go to the web site to register. See **Internet Browser** to the right. You will need your membership number which can be found on your card.)



#4: Once you are in, you will see the "Getting Started" page. Select the "Start Saving" option.

#5: The home page shows you savings offers. To view all 14 categories, select the three black bars in the upper left corner.



#3: You will be asked to:

A) **Sign In** (Type in your username and your membership number which can be found on your card.)

B) **Register** (new users-you will need to fill out the fields to register your new username and password. You will need your membership number which can be found on your card.)

## iPhone

#1: Go to the App Store

Search for: "Illinois Farm Bureau Member Benefits"

The App looks like this:

Select: Install

#2: Once the app is installed, select "Open"

#3: You will be asked to:

A) **Sign In** (you will be asked to sign in if you have an abenity login) Type in your username and your membership number which can be found on your card.

B) **Register** (new users-you will need to fill out the fields to register your new username and password. You will need your membership number which can be found on your card.)



#4: Once you are in, you will see the "Getting Started" page. Select the "Start Saving" option.

#5: The home page shows you savings offers. To view all 14 categories, select the three black bars in the upper left corner.





*Join*  
**Illinois Farm Bureau**  
*Today!*

## *Why* should I Join **ILLINOIS FARM BUREAU?**

We cultivate strong, long-lasting connections between Farm Bureau members, agriculture companies and communities to strengthen the agriculture industry. We help members by:



Working with legislators, regulators, and agencies on issues impacting agriculture & livestock production



Developing programs to strengthen the success of farmers



Providing information on marketing, business development, and property rights

Farm Bureau works on behalf of our members to ensure a bright future for agriculture. As a grassroots organization, our efforts are driven by individuals like you, who are passionate about food and farming. Become an advocate by:

- Connecting consumers to where their food comes from
- Meeting with elected officials to explain why their support is needed on ag-related issues
- Helping draft policy changes that can improve our organization

Take pride in a **member-strong organization** to support Illinois agriculture. Agriculture is more than farming - it's the food on your plate, fuel in your car, and the clothes on your back.

**Join us** in supporting farmers, a safe food system, and a strong business environment in Illinois.

## **Member Benefits**



## **There's Really Something for Everyone**



Take a closer look at **over 302,000 benefits** available to you. Download our app today!

*Join*  
**Today!**

When you join Illinois Farm Bureau, "your part" grows into something greater...something more connected...something that benefits you, your family, and Illinois agriculture.

*Join online* at [www.myifb.org](http://www.myifb.org)

# APPLICATION AND MEMBERSHIP AGREEMENT

## Farm Bureau\* and Illinois Agricultural Association\*

### Membership Class (Check first that applies):

- ☐ **Farm Owner/Operator with \$2500 Gross Farm Income**  
Regular Voting \$ \_\_\_\_\_
- ☐ **Full-Time on Farm Employee**  
**Member Choice:** ☐ Regular Voting \$ \_\_\_\_\_ ☐ Associate \$20
- ☐ **Employed in Ag-Related Occupation**  
**Member Choice:** ☐ Professional Voting \$ \_\_\_\_\_ ☐ Associate \$20
- ☐ **None of the above** ☐ Associate \$20
- ☐ **Individual** ☐ **Business/Entity**

Our goal is to maintain an organization through which people work together to strengthen agriculture. I believe in this cause and seek to further it by joining. I am applying for membership with the county Farm Bureau and the Illinois Agricultural Association for this membership year, and from year to year thereafter as long as dues are paid in advance. The membership dues stated above are for the first membership year.

\_\_\_\_\_ County of Residence

### Application Membership Year:

Beginning Month \_\_\_\_\_, 20\_\_ / Ending \_\_\_\_\_, 20\_\_

|                     |                               |       |                                       |  |
|---------------------|-------------------------------|-------|---------------------------------------|--|
| Name                | (Please Print)                |       |                                       |  |
|                     | Last                          | First | Middle                                |  |
| Name                | Spouse/Civil Union Partner    |       |                                       |  |
|                     | Last                          | First | Middle                                |  |
| Address             | Business Name (if applicable) |       |                                       |  |
|                     | Mailing Address               |       |                                       |  |
|                     | City, State                   |       | Zip Code                              |  |
|                     | Township                      |       | Occupation & Employer (required)      |  |
| Birthdate           | (required)                    |       |                                       |  |
|                     | Applicant (required)          |       | Spouse/Civil Union Partner (required) |  |
| Contact Information | Email Address (required)      |       | Phone Number (required)               |  |
|                     |                               |       | Mobile Phone Number (required)        |  |

This application is subject to acceptance by the county Farm Bureau board and the Illinois Agricultural Association. I agree to pay membership dues in the amount fixed in the bylaws of the county Farm Bureau and the Illinois Agricultural Association for each succeeding membership year in advance so long as this agreement remains in effect. In the event this application is not accepted, the membership dues paid will be refunded. The county Farm Bureau reserves the right to re-classify my membership in accordance with the bylaws of the county Farm Bureau and the Illinois Agricultural Association. **This agreement can be terminated by either party by supplying written notice to the other party 60 days prior to the end of the membership year, but membership dues are not refundable.**

### Signature of Applicant

While dues, contributions or gifts to IAA and your county Farm Bureau are not tax deductible as charitable contributions, they may be tax deductible under other provisions of the Internal Revenue Code.

IAA estimates that a portion of your dues (\$10 for associate members and \$22 for other member categories) is allocable to nondeductible lobbying expenditures. \$3 of annual membership dues are for a year's subscription to the IAA official publication (FarmWeek® or Partners).

### For Office Use Only:

Amount Received: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Recommended By: \_\_\_\_\_ Account Number: \_\_\_\_\_

Make your check payable to \_\_\_\_\_ County Farm Bureau and include account number or you may pay by credit card.\*



DISCOVER

Name as it appears on card: \_\_\_\_\_ Signature \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Amount \$ \_\_\_\_\_

Credit Card Acct # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CVV \_\_\_\_\_

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# **EXHIBIT F**

# ANNUAL MEETING PROGRAM

December 4-7, 2021  
Palmer House  
Chicago



WELCOME

REGISTRATION

SATURDAY AGENDA

SUNDAY AGENDA

MONDAY/TUESDAY AGENDA

WHAT'S NEXT

## THE ILLINOIS FARM BUREAU® MISSION:

*"Improve the economic well-being of agriculture  
and enrich the quality of farm family life."*



### IFB Event App

For up to date conference information download the IFB Event App!



### Please

We ask that you please silence your cell phones during all meetings.



### Twitter - #IFBAM21

Join the conversation on twitter.  
Be sure to use #IFBAM21 in your tweet.

## MEETING ROOM WIRELESS INSTRUCTIONS

**Network: IFB2021 | Password: FARM2021**

- Turn on your laptop/tablet/smartphone wireless connections to view available Wi-Fi networks.
- Choose and connect to **IFB2021** as your wireless network.
- After connecting to **IFB2021** you will be asked for the password: **FARM2021**

### Chance to win a \$100 VISA gift card

For a chance to win a \$100 VISA gift card, please complete the 2021 IAA Annual Meeting evaluation. Evaluations will be e-mailed out after the conclusion of the IAA Annual Meeting.

## MEETING ROOMS IN THE PALMER HOUSE

| Room                 |                           | Level        |
|----------------------|---------------------------|--------------|
| Adams Room           |                           | Sixth Floor  |
| Bays 2-4             | Resolutions Help Desk     | Fourth Floor |
| Buckingham Room      | Work Room                 | Fifth Floor  |
| Chicago Room         |                           | Fifth Floor  |
| Cresthill Room       | Young Leaders Office      | Third Floor  |
| Crystal Room         |                           | Third Floor  |
| Exhibit Hall – Upper | Country Store/Exhibits    | Fourth Floor |
| Grand/State Ballroom |                           | Fourth Floor |
| Hancock Room         | IAA Secretary's Office    | Sixth Floor  |
|                      | Office of General Counsel |              |
| Kimball Room         | Social Media Room         | Third Floor  |
| Logan Room           | Press Room/Photos         | Third Floor  |
| Madison Room         | Press Room/Photos         | Third Floor  |
| Marshfield Room      | Press Room/Photos         | Third Floor  |
| Medinah Room         | IAA President's Office    | Sixth Floor  |
| Monroe Room          | Resolutions Committee     | Sixth Floor  |
| Price Room           | Convention Headquarters   | Fifth Floor  |
| Red Lacquer Room     |                           | Fourth Floor |
| Salon Rooms          |                           | Third Floor  |
| Spire Parlor         |                           | Sixth Floor  |
| Wabash Room          |                           | Third Floor  |
| Water Tower Parlor   |                           | Sixth Floor  |
| Wilson Room          | Press Room/Photos         | Third Floor  |

### Complimentary charging stations...

for your mobile devices are located in the Exhibit Hall and outside the Grand/State Ballroom.

REGISTRATION

SATURDAY AGENDA

SUNDAY AGENDA

MONDAY/TUESDAY AGENDA

WHAT'S NEXT

**SATURDAY, DECEMBER 4****EVENT****TIME**

**Young Leader Discussion Meet** 9:30 a.m.

**Round Robin - 1**

*Salons (Third Floor)*

*Participants' names will be posted outside the rooms.*

**Young Leader Discussion Meet** 10:30 a.m.

**Round Robin - 2**

*Salons (Third Floor)*

*Participants' names will be posted outside the rooms.*

**Young Leader Discussion Meet** 12:45 p.m.

**Sweet 16 Round**

*Salons (Third Floor)*

*Participants' names will be posted outside the rooms.*

*Announcement of the four finalists will be made at 2:15 p.m.*

*in the Salon Foyer.*

**Hospitality Break** 2:00 p.m. - 3:00 p.m.

*Exhibit Hall (Fourth Floor)*

*Refreshments compliments of Illinois Farm Bureau*

**Resolutions Committee** 2:00 p.m.

**Open Session****Illinois Agricultural Association®**

*Red Lacquer Room (Fourth Floor)*

*Brian Duncan - Chairman*

*Farm Bureau members are invited to present matters to the committee at this time.*



**Young Leader Discussion Meet  
Finals**

**2:45 p.m.**

*Grand/State Ballroom (Fourth Floor)*

*Also being Livestreamed through Annual Meeting Microsite*

*Participants' names will be posted at the door. Announcement of winner will take place at the Young Leader Recognition Program, Sunday morning, 8:30 a.m., Grand/State Ballroom (Fourth Floor).*

**Political Leadership Cabinet Members Only Event**

**Cabinet Reception**

**4:00 p.m. – 6:30 p.m.**

*Cindy's Restaurant*

*12 S. Michigan Avenue, Chicago, IL*

**Dinner for Attendees**

**5:00 p.m. – 7:00 p.m.**

*Adams Room (Sixth Floor)*

*Must have pre-registered for this event.*

**General Session**

**7:15 p.m.**

**Illinois Agricultural Association**

*Grand/State Ballroom (Fourth Floor)*

*Also being Livestreamed through Annual Meeting Microsite*

*Welcome from President Guebert*

*Presentation of Colors*

*Pledge of Allegiance - Molly Warner,*

*Illinois 4-H Youth Leadership*

*National Anthem - Josie Webel,*

*Daughter of Joe & Emily Webel, Knox County*

*FFA Salute - Adam Loker,*

*Illinois Association FFA President*

*Invocation*

*President Guebert's Address*

*IAA® Board Introductions*

*Awards Program*

*AFBF President Zippy Duvall's Address*



*Josie Webel*

**Professional Members Reception**

**9:00 p.m. – 11:00 p.m.**

*Chicago Room (Fifth Floor)*

**SATURDAY AGENDA**

**SUNDAY AGENDA**

**MONDAY/TUESDAY AGENDA**

**WHAT'S NEXT**

## SUNDAY, DECEMBER 5

### EVENT

### TIME

#### Hospitality Break

7:00 a.m. - 10:00 a.m.

Foyer outside Grand/State Ballroom (Fourth Floor)  
Refreshments compliments of Illinois Farm Bureau

#### Morning Devotions

7:30 a.m.

Grand/State Ballroom (Fourth Floor)  
Also being Livestreamed through Annual Meeting Microsite  
"Imaging God in the World" (Genesis 1:26-28)

Dr. Josh Laxton

Co-Director of the Wheaton College

Billy Graham Center

Co-Regional Director of Lausanne Movement North America



Dr. Josh Laxton

Medley of Hymns and Spirituals

The Singing Contractors

The Singing  
Contractors



#### Young Leader Recognition Program

8:30 a.m.

Grand/State Ballroom (Fourth Floor)  
Also being Livestreamed through Annual Meeting Microsite  
Introduction of 2021 State Young Leader Committee  
Recognition of:

- Top Young Leader County Chairs
- Young Leader FBACT Winner
- Top Young Leader Membership Recruiter
- Young Leader County Activities of Excellence Program Winners
- Top Harvest for All Contributors
- Most Outstanding Harvest for All Programs
- Friend of Young Leaders Award Winners
- Collegiate Farm Bureau Members
- Collegiate Discussion Meet Winner
- 2021 Young Leader Discussion Meet State Finalists

Announcement of Discussion Meet Winners

2021 Young Leader Excellence in Ag Award Video & Remarks

2021 Young Leader Achievement Award Video & Remarks

Recognition of Retiring Young Leader Committee Members

Announcement of New Young Leader Committee Members

Retiring Young Leader Chair's Address



**Top Young Leader Chair Award Winners**

Membership Group 1 - Katelin Stratmeyer, Massac County  
Membership Group 2 - Craig Koors, White County  
Membership Group 3 - Jeff Grady, Knox County  
Membership Group 4 - Jonathan Griffel, Macoupin County  
Membership Group 5 - Carolyn Gehrke Brummel, Kane County

**Young Leader FBAct Winner**

Jacob Armstrong

Warren-Henderson

**Top Young Leader Membership Recruiter**

Kody Aldrich

Lawrence County

**County Activities of Excellence - Young Leader Program Winners**

Membership Group 1 - Hamilton County  
Membership Group 2 - Richland County  
Membership Group 3 - Pike-Scott  
Membership Group 4 - Cass-Morgan  
Membership Group 5 - Cook County

**Harvest for All Top Contributors**

|                        |                                                                                        |
|------------------------|----------------------------------------------------------------------------------------|
| Dollars Raised         | Carroll County, \$36,098                                                               |
| Hours Volunteered      | Carroll County, 220 hours                                                              |
| Pounds of Food Donated | Livingston County, 25,430 pounds                                                       |
| First Place Overall    | Carroll County                                                                         |
| Second Place Overall   | Livingston County                                                                      |
| Third Place Overall    | Henry County                                                                           |
| Honorable Mentions     | Edwards, Franklin, Kane, Kendall-Grundy,<br>LaSalle, Pike-Scott, and Tazewell Counties |

**Most Outstanding Harvest for All Program Winners**

|                                        |                                                                                  |
|----------------------------------------|----------------------------------------------------------------------------------|
| Give Your Garden                       | Cass-Morgan                                                                      |
| Haircut for Hunger                     | District 3 County Farm Bureaus<br>(Henry, Mercer, Rock Island, Stark, Whiteside) |
| A "Sweet" Donation to Local Food Banks | Tazewell County                                                                  |

**Friend of Young Leaders Award Winners**

Paul Beisiegel, St. Clair County Farm Bureau President  
David Isermann, LaSalle County Farm Bureau President  
Dennis Verbeck, Henry County Farm Bureau President

**SUNDAY AGENDA****MONDAY/TUESDAY AGENDA****WHAT'S NEXT**

**Collegiate Discussion Meet Winner**

*Isaac Brockman, Illinois State University, Kendall-Grundy*

**Excellence in Agriculture Award Program**

*Tyler & Cassie Schleich, Warren-Henderson*

**Achievement Award Program**

*Chad Bell, Mercer County*

**General Session**

**10:00 a.m.**

**Illinois Agricultural Association®**

*Grand/State Ballroom (Fourth Floor)*

*Also being Livestreamed through Annual Meeting Microsite*

*Introduction of Special Guests*

*Award Recognition Program*

*Keynote Speaker – Cheryl Mitchell*

*"Seeds and Weeds Grow in the Same Soil"*



*Cheryl Mitchell*

**Ice Cream Social**

**1:30 p.m. – 2:30 p.m.**

*Grand/State Ballroom (Fourth Floor)*

*Donations for Illinois Agriculture in the Classroom appreciated*

*Ice Cream compliments of Prairie Farms Dairy, Inc.*

**IAA Foundation Live Auction**

**2:00 p.m. – 3:00 p.m.**

*Grand/State Ballroom (Fourth Floor)*

*Items up for bid benefit Illinois Agriculture in the Classroom*

**District Caucuses****3:30 p.m.****Illinois Agricultural Association®***Salons (Third Floor)*

|             |          |
|-------------|----------|
| District 1  | Salon 1  |
| District 3  | Salon 5  |
| District 5  | Salon 3  |
| District 7  | Salon 2  |
| District 9  | Salon 6  |
| District 11 | Salon 7  |
| District 13 | Salon 8  |
| District 15 | Salon 10 |
| District 17 | Salon 12 |

**District Meetings****4:45 p.m.****Illinois Agricultural Association®***Salons (Third Floor)*

|             |          |
|-------------|----------|
| District 2  | Salon 1  |
| District 4  | Salon 6  |
| District 6  | Salon 7  |
| District 8  | Salon 5  |
| District 10 | Salon 3  |
| District 12 | Salon 2  |
| District 14 | Salon 8  |
| District 16 | Salon 10 |
| District 18 | Salon 12 |

**Dinner for Attendees****5:00 p.m. - 8:00 p.m.***Adams Room (Sixth Floor)**Must have pre-registered for this event.***IAA® Board-County Presidents' Meeting****5:45 p.m.****Illinois Agricultural Association®***Empire Room (Lobby Area)**IAA Board of Directors and County Farm Bureau Presidents***Past Illinois Farm Bureau Presidents,****7:30 p.m. - 9:00 p.m.****Vice Presidents & Award Winners Reception***Crystal Room (Third Floor) | (By Invitation Only)***MONDAY/TUESDAY AGENDA****WHAT'S NEXT**

**MONDAY, DECEMBER 6**

**EVENT**

**TIME**

**107th Annual Meeting**

**8:00 a.m.**

**General Session**

**Illinois Agricultural Association®**

*Grand/State Ballroom (Fourth Floor)*

*Also being Livestreamed through Annual Meeting Microsite*

*Call to Order - Richard Guebert, Jr., President*

*Official Notice of Meeting - Jennifer Vance, Secretary*

*Report of Credentials Committee*

*Roll Call of Delegates*

*Approval of Standing Rules & Agenda*

*Minutes of 2020 Annual Meeting*

*Report of Treasurer - Alan Dodds, Vice President - Finance*

*Consideration of Resolutions*

**Hospitality Break**

**9:30 a.m. - 10:30 a.m.**

*Foyer outside Grand/State Ballroom (Fourth Floor)*

*Refreshments compliments of Illinois Farm Bureau*

**Luncheon for Delegates**

**Noon - 1:30 p.m.**

*Salons (Third Floor)*

*Must have pre-registered for this event.*

**General Session**

**1:30 p.m.**

**Illinois Agricultural Association®**

*Grand/State Ballroom (Fourth Floor)*

*Consideration of Resolutions (continued)*

**Sponsored Hospitality**

**2:30 p.m. - 3:30 p.m.**

*Foyer outside Grand/State Ballroom (Fourth Floor)*

*Refreshments compliments of Illinois Farm Bureau*

**TUESDAY, DECEMBER 7**

**EVENT**

**TIME**

**General Session**

**8:00 a.m.**

**Illinois Agricultural Association®**

*Grand/State Ballroom (Fourth Floor)*

*Conclude Consideration of Resolutions*

*Business Session*

*Election of Officers*

*Election of Directors*

*Other Business*

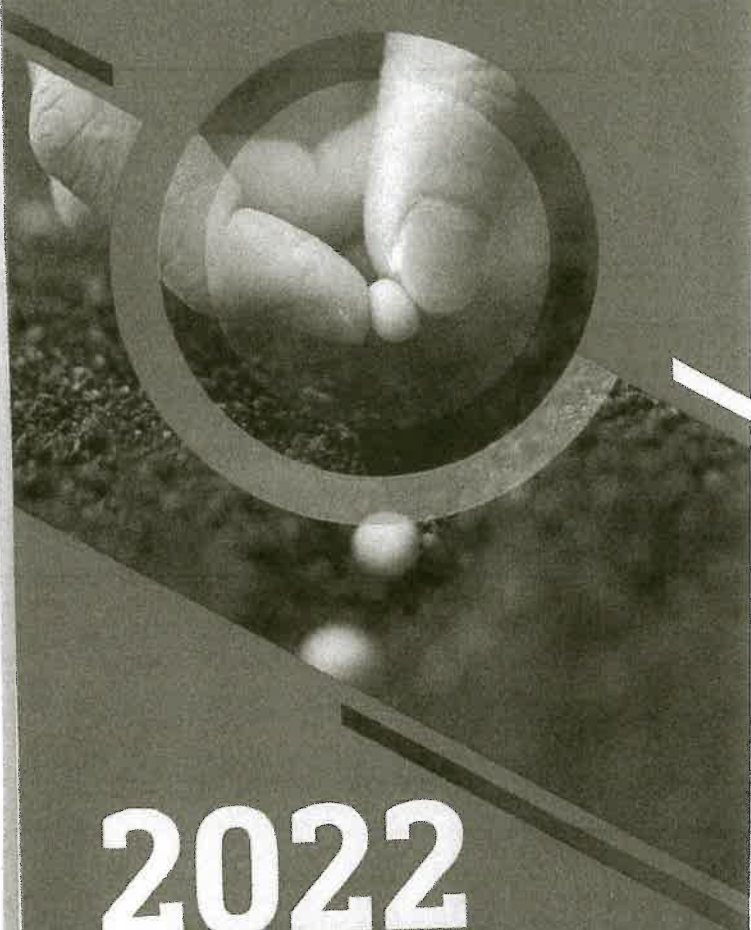
*Adjournment*

**MONDAY/TUESDAY AGENDA**

**WHAT'S NEXT**



**SEE YOU  
NEXT YEAR!**



**2022**

**ANNUAL MEETING  
DECEMBER 3-6, 2022**



#### **Future Annual Meeting Dates & Locations**

|      |           |                               |
|------|-----------|-------------------------------|
| 2022 | Dec. 3-6  | Palmer House Hilton – Chicago |
| 2023 | Dec. 2-5  | Palmer House Hilton – Chicago |
| 2024 | Dec. 7-10 | Palmer House Hilton – Chicago |

#### **2022 IAA Foundation Scholarships**

Application available January 1-February 15, 2022

#### **2022 Young Leader Achievement Award**

Application deadline – April 1, 2022 at 5:00 p.m. CST

#### **2022 Young Leader Excellence in Ag Award**

Application deadline – April 1, 2022 at 5:00 p.m. CST

#### **2023 ALOT (Central Illinois)**

Application deadline – November 15, 2022

#### **WHAT'S NEXT?**

*Consider participation in these 2022 events.*

*Contact your county Farm Bureau® for registration details.*

**January 7-12** AFBF Annual Convention, Atlanta, GA

**January 21-22** IFB Young Leader Conference,  
East Peoria, IL

**February 21** Seminar for New Presidents, Bloomington

**February 15** IFB Governmental Affairs Leadership  
Conference

**March TBD** IFB Leaders to Washington

**March 21-25** Growing our Future:  
A Campaign for CFB Foundations

**May 3-5** County Managers Conference, Bloomington

**July 2022** Young Leader Ag Industry Tour  
Location: Northeast

**June 13** IAA Foundation Golf Outing, Pontiac

**June 16** IAA Foundation Golf Outing, Springfield

**June 28-July 1** National Ag in the Classroom Conference,  
Saratoga Springs, NY

**July 25-26** County Farm Bureau Presidents'  
Conference, Champaign, IL

**September TBD** IFB Leaders to Washington

**October TBD** IFB Managers to Washington

**December 3-6** IAA Annual Meeting, Chicago

**WHAT'S NEXT**

*Thank You*  
TO OUR SPONSORS



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Powerlift Doors of Illinois/Young's Custom Ag Service  
Illinois Pork Producers Association



## CONDENSED PROGRAM

### Saturday, December 4, 2021

9:30 - 10:15 a.m. Young Leader Discussion Meet Round Robin 1  
10:30 - 11:15 a.m. Young Leader Discussion Meet Round Robin 2  
12:45 - 1:30 p.m. Young Leader Discussion Meet Sweet 16  
2:00 - 2:45 p.m. Open Session Resolutions  
2:45 - 3:30 p.m. Young Leader Discussion Meet Finals  
5:00 - 7:00 p.m. Dinner for Attendees  
(must have pre-registered)  
7:15 - 9:00 p.m. County Awards Program/President's Address  
9:00 - 11:00 p.m. Professional Members Reception

### Sunday, December 5, 2021

7:30 - 8:15 a.m. Morning Devotions  
8:30 - 9:30 a.m. Young Leader Recognition Program  
10:00 - 11:30 a.m. General Session/Keynote Speaker  
1:30 - 3:00 p.m. General Session  
Ice Cream Social  
Live Auction  
3:30 - 4:30 p.m. District Caucuses: (Odd Districts)  
4:45 - 5:45 p.m. District Meetings: (Even Districts)  
5:00 - 8:00 p.m. Dinner for Attendees  
(must have pre-registered)  
5:45 - 7:00 p.m. IAA Board-County Presidents Meeting

### Monday, December 6, 2021

8:00 - Noon General Delegate Session  
Noon - 1:30 p.m. Delegate Luncheon  
(must have pre-registered)  
1:30 - 4:00 p.m. General Delegate Session

### Tuesday, December 7, 2021

8:00 - Noon General Delegate Session



ILLINOIS AGRICULTURAL ASSOCIATION®

*Thank You*

# **EXHIBIT G**

**From:** Zippy Duvall <zduvall@fb.org>

**Sent:** Saturday, October 19, 2024 4:48:28 PM

**Subject:** Message to Illinois County Farm Bureau Leaders



**American Farm Bureau Federation®**

**600 Maryland Avenue, SW | Suite 1000W | Washington, DC 20024**

To: Farm Bureau Presidents

Farm Bureau Administrators

National Committee Chairs

From: Zippy Duvall, President

Date: October 19, 2024

Regarding: Message to Illinois County Farm Bureau Leaders

As discussed during the Board meeting yesterday, please find below the letter that the AFBF Executive Committee sent on behalf of the Board this afternoon to Illinois county Farm Bureau leaders.

Below are resources for your use to help you answer questions.

**Top Line**

1. There is disagreement within the Farm Bureau family about a decision made by Illinois Farm Bureau, but it is our sincere hope that the matter will be quickly resolved so we can continue working together to build a bright future for farmers, ranchers and rural communities.
1. We are the largest general farm organization in the nation and it's not surprising that we have disagreements from time to time. The important thing is to try to work through them, which is exactly what we're doing.

**If Asked**

**If asked what the dispute relates to:**

1. It relates to Illinois Farm Bureau's decision to drop hundreds of thousands of members, many of whom are supporters and allies of agriculture, weakening the influence of both the state and county Farm Bureau organizations in Illinois and nationally.

**If asked whether AFBF/the board has threatened to terminate Illinois Farm Bureau:**

1. The AFBF board of directors, which is made up of 34 farmer leaders from across the nation, determined that Illinois Farm Bureau violated the AFBF Bylaws and Membership Agreement, which jeopardizes their state's affiliation with the Farm Bureau federation.

**If asked whether the intention is to terminate IFB:**

1. That is a matter to be determined by the AFBF board of directors. I/we cannot speculate about the board's future actions.

**If asked whether a letter was sent to Illinois county leaders from the national organization:**

1. The AFBF Executive Committee had hoped to meet with Illinois Farm Bureau's board of directors to talk through the implications of their decision. Unfortunately, the request to meet was declined, so the executive committee decided to communicate with county Farm Bureau leaders in the state about the consequences of the decision through a letter.

**If asked about content of the letter:**

1. The letter stresses how much the executive committee – and entire AFBF board – deeply value and appreciate all the ways that Illinois Farm Bureau and its county organizations make the federation stronger with their engaged and active grassroots member families.
1. It also explains how the reduction in membership will impact the influence of Illinois county Farm Bureaus by shrinking the number of voting delegates from Illinois and eliminating an

AFBF board seat for the Midwest region, in addition to the financial implications for their organizations.

Thanks,

**Zippy Duvall**

**President**



**American Farm Bureau Federation®**

**600 Maryland Avenue, SW | Suite 1000W | Washington, DC 20024**

To: County Farm Bureau Presidents in Illinois

From: Executive Committee of the AFBF Board of Directors

Date: October 19, 2024

Regarding: Illinois Farm Bureau Membership

Dear County Farm Bureau Presidents,

On behalf of the AFBF Board of Directors, we the members of the AFBF Executive Committee want to express deep concern with recent events in Illinois and share information about the consequences they could have for your county Farm Bureaus and farmers in Illinois. For 105 years, Farm Bureau has operated as a powerful vehicle for farm and ranch families across the country to join together, support one another, and tell the story of American agriculture and rural communities. As part of this long and successful partnership, we deeply value your county organizations and your engaged and active grassroots member families. We also value the strong engagement and cooperation of Illinois Farm Bureau (IFB) in national Farm Bureau policy development, advocacy, and other programming. But this previously strong relationship is at great risk due to recent actions by IFB leadership.

As you will see from the below letter that we sent to the IFB board on October 9, the AFBF board has determined that IFB leadership's decision to allow Country Financial management to voluntarily and unilaterally drop hundreds of thousands of Farm Bureau members violates the AFBF Bylaws and Membership Agreement. Further, the way the decision was made—with no advance communication and collaboration with AFBF—is a serious violation of the trust and cooperation on which all Farm Bureau relationships are built.

Our October 9 letter asked for an in-person farmer-to-farmer meeting with the IFB board to talk about the importance of membership and how to preserve the strength and unity of the Farm Bureau family. What came back was a letter from a Chicago law firm to AFBF's General Counsel saying the IFB board will not meet with us and that future communication should go to the lawyer. That is not the Farm Bureau way. This development has raised even deeper concerns about trust, cooperation, and a possible loss of farmer control at IFB. So, we are taking the unusual step of writing directly to you to ensure you have the full picture of what is happening and what is at stake.

A dramatic drop in membership will harm your county Farm Bureaus in many ways. It will reduce your influence in policymaking and advocacy by shrinking the number of AFBF voting delegates from Illinois. It will weaken the voice of the farmers in the Midwest by

eliminating an AFBF board seat for the Midwest region. The loss of membership also threatens the long-term financial stability of IFB and your county organizations. History offers multiple examples of Farm Bureaus that were irrevocably weakened after they relinquished control of their affiliate companies. Finally, discarding hundreds of thousands of members weakens the Farm Bureau in Illinois and nationally by dismissing supporters and allies of agriculture, eroding our ability to build community beyond our farms.

It is our understanding that the IFB board of directors took no action to approve this drastic change—allowing vital membership decisions to be made by affiliate company management. As an executive committee of state presidents who care deeply about preserving the strength of Farm Bureau across the nation, we are alarmed that such a consequential action was allowed without so much as a board vote. And it is shocking that this harmful change was allowed for the admitted purpose of serving the ambitions of affiliated for-profit companies that were established to *support* Farm Bureau members.

Our goal is to protect the strength and integrity of the Farm Bureau name and our collective credibility as the Voice of Agriculture®. It is fundamental to Farm Bureau that governance—control—remains in the hands of farmers and ranchers. As fellow farmers, we believe and hope you'll agree that affiliated companies should serve and benefit Farm Bureau members and that IFB leadership's primary responsibility is to Farm Bureau member families. We also believe and hope you'll agree that IFB has the power to maintain farmer leader control for the benefit of Farm Bureau if it chooses to exercise that power.

Because IFB leadership appears committed to this path and has refused to meet with us, the AFBF board of directors—which is made up of 34 farmer leaders from across the country—may make the difficult decision to terminate IFB's membership for the long-term good of Farm Bureau. This could happen as soon as the board's special meeting scheduled for October 31.

An action by the AFBF board to end IFB's membership would be taken with heavy hearts and would be painful for all of us. For IFB and your county organizations, losing membership in AFBF would mean losing the right to use the Farm Bureau name, to participate in the AFBF resolutions process in December, and to seat voting delegates at the AFBF convention in January 2025.

The AFBF board of directors does not want this outcome. We want to do everything in our power to keep IFB and your organizations in the Farm Bureau family. We cherish our grassroots presence in all states. Even if IFB's Farm Bureau membership is terminated, our board would hope to reestablish an Illinois Farm Bureau relationship in the future—with all of your county organizations included—if faithfulness to Farm Bureau principles and values is restored.

We wish you strength and confidence in your own power as grassroots county Farm Bureau leaders in the coming weeks. We encourage you to talk among yourselves and with other peers across Farm Bureau and determine how to move your organizations forward. Please remember we are stronger together.



**American Farm Bureau Federation®**

**600 Maryland Avenue, SW | Suite 1000W | Washington, DC 20024**

October 9, 2024

Illinois Farm Bureau Board of Directors

c/o Brian Duncan, President, Illinois Farm Bureau

By email to [BDuncan@iffb.org](mailto:BDuncan@iffb.org)

Re: Illinois Farm Bureau Membership – Request for Meeting with the IFB Board of Directors

Dear Board members,

On behalf of the AFBF Board of Directors, we the members of the AFBF Executive Committee are writing to request an in-person meeting with the IFB Board of Directors. The purpose of the meeting is to try to restore the longstanding trust and cooperation between our organizations and maintain the strength and unity of the Farm Bureau family. The AFBF Board directed the Committee to seek this meeting in its executive session on October 2, with direction to report back by November 1 so that the Board can determine whether to terminate the membership of IFB in AFBF. With this timeline in mind, we request that our meeting happen quickly, and we propose October 16, 17, or 18. The full Committee would be pleased to travel to your headquarters in Bloomington for the meeting.

The immediate threat to the relationship between AFBF and IFB is the decision recently made by COUNTRY Financial, and allowed by IFB leadership, to dramatically cut IFB's membership by hundreds of thousands. AFBF strongly believes that this will cause long-lasting harm to Illinois farmers, Illinois county Farm Bureaus, IFB, the farmers of the Midwest region, and the entire Farm Bureau organization. The AFBF Board is concerned that the IFB Board and the farmers they represent may not be fully aware of the implications of this action. That is the reason for our request to meet directly with the IFB Board.

We understand from Mr. Duncan's statement to the AFBF Board on October 2 that the IFB Board may not have taken any formal action to support COUNTRY's decision to cut IFB membership. But we also understand that IFB has ultimate control over COUNTRY and therefore has the power to control this decision if it chooses to exercise that power. For this reason, the AFBF Board believes that the responsibility for this decision rests with the IFB Board, whether the Board actively approved it or passively condoned it.

IFB leadership's decision to accept this dramatic loss of membership goes against the grain of what it means to be a Farm Bureau. For more than a century, membership has been the lifeblood of Farm Bureau. It is the source of our connection to grass roots farmers and ranchers, our farmers' source of representation in forming Farm Bureau national policy, and the agreed-upon approach to funding the important work Farm Bureau does to represent and serve our members—including advocacy, outreach, and leadership development, among other things. For many decades now, membership has also been a powerful mechanism for Farm Bureau to connect and build community with consumers who otherwise would have no direct tie to learn about and support agriculture.

Some Farm Bureaus have struggled to grow membership and others, like IFB, have been very successful. To willingly slash membership would harm Illinois county Farm Bureaus,

IFB, and the important partnership Illinois farmers have built with others across the country through AFBF for 105 years. And to harm Farm Bureau simply to serve the business interests of a for-profit affiliate company is deeply offensive.

For all these reasons and more, the AFBF Board has determined that IFB's decision violates the AFBF Bylaws and Membership Agreement. Almost as important, the way the decision was made—with no advance communication and collaboration with AFBF—is a violation of the trust and unity on which our organizations' relationship has been built.

In meeting with the IFB Board, we plan to make the case for IFB to prioritize membership and Farm Bureau and to ask if IFB will reverse the harmful path it is on. If the answer is no, we propose to discuss options for terminating IFB's membership in AFBF with a goal of minimizing harm to Illinois farmers and the Farm Bureau family. As directed by the AFBF Board, we will report back to the Board in executive session on November 1, 2024, for the Board to determine whether IFB's membership can be saved or must be terminated.

To allow time for travel arrangements, please reply by 1:00 p.m. Central October 11 to let us know if you will gather to meet with us and which date works best for the IFB Board. I realize the time is short, but this is why AFBF's General Counsel Ellen Steen called IFB's General Counsel Jennifer Vance on October 3 to let her know about the request to meet. I understand that Ms. Vance would not allow IFB to agree to meet until we provided details of the discussion topics, which is the reason for this letter. If you are unable to gather during October 16-18, we can offer October 23, 24, or 25 as alternative meeting dates. We prefer an earlier date because of the upcoming November 1 AFBF Board meeting.

We urge you to assemble for this meeting of vital importance to the future of Farm Bureau. We would like to reiterate our belief—and the belief of the AFBF Board—that we are truly stronger together. Our sincere hope is that the collective influence of Farm Bureau can be preserved to ensure we continue serving farmers and ranchers in Illinois and across the nation long into the future.

Very truly yours,

Zippy Duvall

President, American Farm Bureau Federation

Scott VanderWal

Vice President, American Farm Bureau Federation

Carl Bednarski

President, Michigan Farm Bureau

David Fisher

President, New York Farm Bureau

Shawn Harding

President, North Carolina Farm Bureau

Stefanie Smallhouse

President, Arizona Farm Bureau

**From:** Executive Committee <[executivecommittee@fb.org](mailto:executivecommittee@fb.org)>

**Sent:** Friday, October 25, 2024 3:17:51 PM

**To:** DeKalb CFB President <[bbb0710@yahoo.com](mailto:bbb0710@yahoo.com)>; [bbfarms93@gmail.com](mailto:bbfarms93@gmail.com) <[bbfarms93@gmail.com](mailto:bbfarms93@gmail.com)>; Adams CFB President <[bhugenb@gmail.com](mailto:bhugenb@gmail.com)>; [bldirks859@gmail.com](mailto:bldirks859@gmail.com) <[bldirks859@gmail.com](mailto:bldirks859@gmail.com)>; Marion CFB President <[brummelfarms@sbcglobal.net](mailto:brummelfarms@sbcglobal.net)>; McHenry CFB President <[chrismckfarm@aol.com](mailto:chrismckfarm@aol.com)>; [currykl@irtc.net](mailto:currykl@irtc.net) <[currykl@irtc.net](mailto:currykl@irtc.net)>; Wayne CFB President <[davidwhitefarms@gmail.com](mailto:davidwhitefarms@gmail.com)>; Wabash CFB President <[dericwright@gmail.com](mailto:dericwright@gmail.com)>; Knox CFB President <[drewdesutter@gmail.com](mailto:drewdesutter@gmail.com)>; [edemange34@yahoo.com](mailto:edemange34@yahoo.com) <[edemange34@yahoo.com](mailto:edemange34@yahoo.com)>; Fulton CFB President <[fisherba57@gmail.com](mailto:fisherba57@gmail.com)>; Washington CFB President <[gkuberski@yahoo.com](mailto:gkuberski@yahoo.com)>; DuPage CFB President <[haypaulings@att.net](mailto:haypaulings@att.net)>; LaSalle CFB President <[isermann.david@gmail.com](mailto:isermann.david@gmail.com)>; Cook CFB President <[jjm4240@gmail.com](mailto:jjm4240@gmail.com)>; Kane CFB President <[joe@jbwfarms.com](mailto:joe@jbwfarms.com)>; Fayette CFB President <[kdsanders@frontier.com](mailto:kdsanders@frontier.com)>; [kesslerseeds@gmail.com](mailto:kesslerseeds@gmail.com) <[kesslerseeds@gmail.com](mailto:kesslerseeds@gmail.com)>; Clinton CFB President <[mark.litteken@live.com](mailto:mark.litteken@live.com)>; Paul Beisiegel <[PBeisiegel@ilfb.org](mailto:PBeisiegel@ilfb.org)>; [saintaubin@att.net](mailto:saintaubin@att.net) <[saintaubin@att.net](mailto:saintaubin@att.net)>; Shelby CFB <[shelbycofb@outlook.com](mailto:shelbycofb@outlook.com)>; Stephenson CFB President <[stevefricke@hotmail.com](mailto:stevefricke@hotmail.com)>; Champaign CFB President <[tractordoug69@hotmail.com](mailto:tractordoug69@hotmail.com)>; Bob Fecht ([robert.j.fecht@gmail.com](mailto:robert.j.fecht@gmail.com)) <[robert.j.fecht@gmail.com](mailto:robert.j.fecht@gmail.com)>; Bob Fecht ([robertj.fecht@gmail.com](mailto:robertj.fecht@gmail.com)) <[robertj.fecht@gmail.com](mailto:robertj.fecht@gmail.com)>; Brad

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Keith Mussman <[mussmank@yahoo.com](mailto:mussmank@yahoo.com)>; Ken Cripe ([kcripe@fayettefb.com](mailto:kcripe@fayettefb.com)) <[kcripe@fayettefb.com](mailto:kcripe@fayettefb.com)>; Ken Cripe <[KCripe@ilfb.org](mailto:KCripe@ilfb.org)>; Larry Dallas <[LDallas@ilfb.org](mailto:LDallas@ilfb.org)>; Larry Dallas ([lwdallas53@gmail.com](mailto:lwdallas53@gmail.com)) <[lwdallas53@gmail.com](mailto:lwdallas53@gmail.com)>; Luann Matejcek ([lamatejcek@gmail.com](mailto:lamatejcek@gmail.com)) <[lamatejcek@gmail.com](mailto:lamatejcek@gmail.com)>; Luann Matejcek ([matejcek@yahoo.com](mailto:matejcek@yahoo.com)) <[matejcek@yahoo.com](mailto:matejcek@yahoo.com)>; Mark Reichert ([reichert@royell.net](mailto:reichert@royell.net)) <[reichert@royell.net](mailto:reichert@royell.net)>; Mark Tuttle <[mrtut1984@aol.com](mailto:mrtut1984@aol.com)>; Paul Beisiegel <[pabeisiegel@sbcglobal.net](mailto:pabeisiegel@sbcglobal.net)>; Richard Carroll <[rcarroll46@hotmail.com](mailto:rcarroll46@hotmail.com)>; Rick Edwards <[REdwards@ilfb.org](mailto:REdwards@ilfb.org)>; Robert Klemm ([piklemm@yahoo.com](mailto:piklemm@yahoo.com)) <[piklemm@yahoo.com](mailto:piklemm@yahoo.com)>; Robert Klemm ([reklemm@gmail.com](mailto:reklemm@gmail.com)) <[reklemm@gmail.com](mailto:reklemm@gmail.com)>; Steve Koeller ([stevekoeller82@yahoo.com](mailto:stevekoeller82@yahoo.com)) <[stevekoeller82@yahoo.com](mailto:stevekoeller82@yahoo.com)>; Steve Koeller ([stevekoeller82@yahoo.com](mailto:stevekoeller82@yahoo.com)) <[stevekoeller82@yahoo.com](mailto:stevekoeller82@yahoo.com)>; Rock Island CFB <[accounts@ricofarmbureau.org](mailto:accounts@ricofarmbureau.org)>; Adams CFB Manager <[acfb@adams.net](mailto:acfb@adams.net)>; bondcofb@bondfb.com <[bondcofb@bondfb.com](mailto:bondcofb@bondfb.com)>; Brown CFB Manager <[brcofb@adams.net](mailto:brcofb@adams.net)>; Carroll CFB Manager <[carrollcfb@gmail.com](mailto:carrollcfb@gmail.com)>; [carrollcfb@grics.net](mailto:carrollcfb@grics.net) <[carrollcfb@grics.net](mailto:carrollcfb@grics.net)>; ccfb@ccfarmbureau.com <[ccfb@ccfarmbureau.com](mailto:ccfb@ccfarmbureau.com)>; 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<office@tazewellcfb.org>; office3@mcfb.org <office3@mcfb.org>; pafb@mchsi.com  
<pafb@mchsi.com>; Perry CFB <pcfb@perrycfb.org>; phfb@shawneelink.net <phfb@shawneelink.net>;  
piattcountyfb@gmail.com <piattcountyfb@gmail.com>; Randolph CFB <randolph@rcfb.org>; Richland  
CFB Manager <rcfbmanager@richlandcfb.com>; Ogle CFB Manager <rek@ogle.comcastbiz.net>;  
Richlandcountyfbmanager@gmail.com <Richlandcountyfbmanager@gmail.com>; Saline CFB  
<salcofb@gmail.com>; Schuyler CFB Manager <scfb@casscomm.com>; Crawford CFB  
<staff@crawfordcfb.org>; Stark CFB Manager <starkcfbmanager@gmail.com>;  
tazewellcfb@outlook.com <tazewellcfb@outlook.com>; Vermilion CFB Manager <vcfb@comcast.net>;  
Wabash CFB Manager <wabashcountyfb@gmail.com>; Washington CFB <washcfb@washingtoncfb.org>;  
Wayne CFB <waynecfb@waynecfb.com>; wfbmanager@live.com <wfbmanager@live.com>;  
Winnebago-Boone CFB Manager <wbfbmanager@winnebagoboonefarmbureau.org>; Will CFB  
<wcfb@willcfb.com>; Williamson CFB Manager <wcfb99@aol.com>; Warren-Henderson CFB Manager  
<whfb@whfarmbureau.org>; White CFB Membership <whitecfb@whitecfb.com>; Whiteside CFB  
<whitesidecountyfarmbureau@gmail.com>; Woodford CFB <woodfordcfb@gmail.com>

**Subject:** Update on Illinois Farm Bureau Membership



To: Illinois Farm Bureau Board of Directors  
County Farm Bureau Presidents in Illinois

From: AFBF Executive Committee

Date: October 25, 2024

Re: Update on Illinois Farm Bureau Membership

Dear Board Members and County Presidents,

We would like to directly update you on developments since our communications to the Illinois Farm Bureau (IFB) board on October 14 and to Illinois county presidents on October 19.

We still have not received a response from the IFB board of directors defending the drastic and harmful decision to drop hundreds of thousands of county Farm Bureau members. We have heard only from IFB President Brian Duncan and Country CEO Jim Jacobs, proposing a “confidential” joint meeting to seek a “global resolution” to our dispute and proposing mediation if the meeting does not resolve our dispute. They also asked AFBF to maintain IFB’s membership in AFBF until after mediation.

The AFBF board—which is made up of 34 farmer leaders from across the country—is determined to make every reasonable effort to keep IFB and the Illinois county Farm Bureaus in the Farm Bureau family. For that reason, although it is well within our board’s authority to terminate IFB’s membership, we have agreed to meet, to mediate, and to maintain IFB’s membership in AFBF until after mediation *provided that mediation is completed in December*.

Some might take AFBF’s decision to meet and participate in mediation as an indication of weakness in our commitment to Farm Bureau membership, farmer control, and the other principles and values described in our letters of October 9 and 14. Those people would be wrong.

The AFBF board is firmly committed to ensuring IFB's adherence to Farm Bureau principles and its obligations under our membership agreement. Anything short of that is not acceptable.

We are aware that Mr. Duncan in his "open letter to stakeholders" on October 21 suggested that AFBF cannot end IFB's membership. THIS IS FALSE. Our agreements absolutely preserve AFBF's ability to enforce the membership agreement by terminating IFB's membership. The AFBF board has a responsibility to take whatever action is needed to protect the credibility and integrity of Farm Bureau as a farmer-controlled membership organization dedicated to farmers and ranchers.

IFB's decision to drastically drop membership to the detriment of the entire Farm Bureau family has been packaged and sold as a business decision of an affiliate company. But a decision that causes the loss of 300,000 county Farm Bureau members is a decision about Farm Bureau membership, and it should be made only by Farm Bureau leaders. Farm Bureau control must remain in the hands of farmers. We urge Illinois farmers to retake control of their organization.

# **EXHIBIT H**



8h · 21



**Illinois Farm Bureau Is in Trouble folks. Call your county Farm Bureau mgr to inquire what is "going down" . The current Pres, Brian Duncan & the 18 board members are making moves that will Drastically reduce the effectiveness of IFB. IT IS Horribly sad. Mr. Duncan, imho, needs a 100% vote of "No Confidence" at the upcoming December annual meeting. There , currently, is No " impeachment measure available in the bylaws. This has ramifications for agricultural legislation, affiliate organizations, such as IL Corn & Soybean growers, check-offs, etc.**

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Like



Comment



Send

# **EXHIBIT E**

## **AFBF BYLAWS**

**\*\*\***

### **ARTICLE III**

#### **Membership**

**Section 1.** The membership of this organization shall consist of two classes—Members and Associate Members. Members shall consist only of state Farm Bureau Federations and state Agricultural Associations which are organized on a Farm Bureau or similar plan, and which are desirous of affiliating and cooperating with this organization. Associate Members shall consist of County Farm Bureaus and individual Farm Bureau members where such County Farm Bureaus and individual members are affiliated and cooperate with their respective state Farm Bureau Federations or state Agricultural Associations, which are members of this organization. Each Member shall support this organization in part by striving in good faith to recruit and retain farmer and non-farmer Associate Members.

**\*\*\***

### **ARTICLE V**

#### **Finances**

**Section 1.** The annual dues of each member state organization in the American Farm Bureau Federation shall be \$4.00 for each individual membership in the county Farm Bureaus affiliated with the state organization. Effective January 1, 2019, said dues shall be \$5.00. Effective February 1, 2025, any member state organization subject to a pending but not yet effective termination of its membership by the American Farm Bureau Federation shall pay annual dues equal to the state organization's annual dues for the immediately preceding American Farm Bureau Federation fiscal year, plus an annual inflation adjustment of 2%. The accounting for and payment to the American Farm Bureau Federation of such dues by member state organizations shall entitle the members of such member state federations or associations and the members of local organizations affiliated with such state federations or associations to the rights, privileges and services of the American Farm Bureau Federation as member organizations and members of such Federation.

**Section 2.** The member states shall pay promptly on the fifteenth day of each month all individual membership dues collected the previous month for the American Farm Bureau Federation. A member state subject to pending termination of its membership shall pay on the fifteenth day of each month a proportional share of the balance of its dues for the current American Farm Bureau Federation fiscal year. The Board of Directors shall have power to suspend from rights of membership any state organization for non-payment of dues when six months in arrears.

# **EXHIBIT F**

**Steven T. Whitmer**  
D 312.443.1869  
Steven.whitmer@troutman.com

February 14, 2025

**BY EMAIL**

Greg Deis  
Joshua Yount  
GDeis@mayerbrown.com  
JDYount@mayerbrown.com

**Re: Illinois Farm Bureau v. American Farm Bureau Federation (AFBF)  
McLean County, Case No. 2024CH000046  
Payment of AFBF Dues Under Protest**

Dear Greg and Josh:

As you know, Illinois Farm Bureau disputes AFBF's bylaw amendment purportedly passed January 28, 2025 that punitively singles out Illinois Farm Bureau and charges it membership dues on a different basis than any other AFBF member. Later this month, Illinois Farm Bureau will be filing an amended complaint in the captioned lawsuit challenging the bylaw amendment. Illinois Farm Bureau will be asserting additional causes of action against AFBF, and seeking additional relief from AFBF, based on the bylaw amendment.

In the meantime, AFBF has told Illinois Farm Bureau that it must pay \$186,423 in membership dues under the bylaw amendment by February 15, 2025. Illinois Farm Bureau further understands that, if it does not pay this amount, AFBF may seek to terminate Illinois Farm Bureau's membership in AFBF for non-payment. Accordingly, Illinois Farm Bureau is paying the \$186,423 to AFBF under protest, while the captioned lawsuit proceeds. Illinois Farm Bureau will remit the \$186,423 to AFBF today via wire or ACH transfer.

For the avoidance of doubt, please note the following:

- Illinois Farm Bureau's payment to AFBF today of \$186,423 is made under protest, and Illinois Farm Bureau does not agree or accept that it owes this sum of money to AFBF.
- Illinois Farm Bureau's payment today is in no way an admission of liability or agreement to pay any amounts demanded by AFBF under the bylaw amendment.
- Illinois Farm Bureau reserves all rights to recover the entire \$186,423, or any portion thereof, from AFBF, along with costs, penalties, interest, and other relief.

BY EMAIL

February 14, 2025  
Page 2



- 
- Illinois Farm Bureau reserves all rights to any other amounts or credits due Illinois Farm Bureau for dues payments remitted by Illinois Farm Bureau to AFBF prior to the purported February 1, 2025 effective date of the bylaw amendment.

Please contact us if you have any questions about Illinois Farm Bureau's position.

Sincerely,

TROUTMAN PEPPER LOCKE LLP

A handwritten signature in black ink, appearing to read 'Steven T. Whitmer'.

Steven T. Whitmer

# EXHIBIT G

**AMERICAN  
FARM BUREAU  
FEDERATION®**



- BYLAWS
- MEMBERSHIP AGREEMENT
- MODEL STATE/COUNTY  
FARM BUREAU MEMBERSHIP  
AGREEMENT
- COUNCIL OF FARM BUREAU  
PRESIDENTS

**2022**

*as amended January 9, 2018*

## **BYLAWS**

*(as amended January 9, 2018)*

### **ARTICLE I**

#### **Name**

**Section 1.** The name of this organization is AMERICAN FARM BUREAU FEDERATION.

### **ARTICLE II**

#### **Purpose**

**Section 1.** The purpose of this organization shall be to correlate and strengthen the state Farm Bureaus and similar state organizations of the several states in the national Federation; to promote, protect and represent the business, economic, social and educational interests of the farmers of the nation; and to develop agriculture.

### **ARTICLE III**

#### **Membership**

**Section 1.** The membership of this organization shall consist of two classes--Members and Associate Members. Members shall consist only of state Farm Bureau Federations and state Agricultural Associations which are organized on a Farm Bureau or similar plan, and which are desirous of affiliating and cooperating with this organization. Associate Members shall consist of County Farm Bureaus and individual Farm Bureau members where such County Farm Bureaus and individual members are affiliated and cooperate with their respective state Farm Bureau Federations or state Agricultural Associations, which are members of this organization.

**Section 2.** Any state Farm Bureau Federation or state Agricultural Association qualified to

become a member of this organization, in its application for membership shall, if incorporated, accompany such application with a certified copy of its Articles of Incorporation and Bylaws, or if unincorporated, a certified copy of its Constitution and Bylaws, and amendments or revisions of such instruments made from time to time shall be furnished this organization.

**Section 3.** No application for Associate Membership shall be required. Each county Farm Bureau and individual Farm Bureau member qualified for an Associate Membership shall automatically become an Associate Member through the membership of its or his respective state organization.

**Section 4.** Any member may withdraw from the American Farm Bureau Federation by presenting to the Secretary a written resignation, provided that all dues are paid to the date of withdrawal. Associate memberships shall automatically terminate upon the termination of membership of the respective state Federation or Association.

**Section 5.** When used in these Bylaws, the term "state" shall be construed to include, in addition to the states of the United States, Puerto Rico and the Territories of the United States.

#### ARTICLE IV Voting Delegates

**Section 1.** (a) The governing body of this organization shall be composed of Voting Delegates who, except as otherwise provided herein, shall be selected by the delegate body of each member organization or by the Board of Directors of said member state organization under

the direction of state delegate body. The governing body shall meet once a year in regular session.

(b) Except as provided in (c), the Voting Delegate representation of each member state organization shall consist of the President of said organization and one additional Voting Delegate for every 20,000 or major portion thereof of paid-up individual members of the member state organization or of the county and local organizations which are affiliated with the respective state organization determined as of November 30th. In order to qualify for such representation, each member state organization shall first have accounted for and paid to the American Farm Bureau Federation the dues prescribed in these Bylaws. Any member state organization having paid membership dues during the fiscal year representing less than five hundred (500) qualified individual members in good standing shall not be entitled to a Voting Delegate, unless the number of said members is equal to at least 20 percent of the full-time farmers in the state.

(c) The membership level required for one additional Voting Delegate shall be increased by 1,000 as of the November 30th immediately following any November 30th on which it is determined that the total number of Voting Delegates for all state organizations under Section 1 (b) exceeds 400.

(d) In the event that the delegate body of a member state organization fails to select all of the Voting Delegates to which it is entitled, or in the event a vacancy in the office of Delegate occurs, the Board of Directors of said member state organization shall have the authority to fill said vacancies.

**Section 2.** The delegates at the annual meeting of the American Farm Bureau Women shall be entitled to select from among their own number four Voting Delegates, one from each Farm Bureau region, to the annual meeting or any special meetings of the Voting Delegates of the American Farm Bureau Federation. Additionally, the Chairman of the American Farm Bureau Young Farmers and Ranchers Committee shall serve as a Voting Delegate at the annual meeting at which the term of such Chairman expires, provided, that in the absence of the Chairman, the first Vice Chairman, whose term expires at such meeting, shall serve as a Voting Delegate.

**Section 3.** The Voting Delegates, other than those referred to in Section 2 of this Article, shall be selected from among the individual members in good standing in the respective member state organization and shall be actual bona fide farmers whose principal occupation and interest is farming. No Voting Delegate shall be a salaried employee of the American Farm Bureau Federation or of any member organization, or of an affiliate of said organizations, except that a person otherwise qualified shall not be deemed disqualified because of substantial full-time duties as an elected official of said organization. A person shall be considered an elected official if said person is elected to his office by members at a membership meeting or if such person is selected from within the membership of the Board of Directors elected by the members. In the event a Delegate ceases to meet these qualifications, his office as Delegate shall be deemed and become vacant.

**Section 4.** The President of the American Farm Bureau Federation shall be a Delegate-at-

Large, with power to vote, at any meeting of the Voting Delegates.

**Section 5.** Each Voting Delegate shall have one vote on each question, except as otherwise provided for herein. No Voting Delegate shall vote by proxy. A majority of the Voting Delegates shall constitute a quorum at any regular or special meeting of the Delegates.

**Section 6.** The expenses of Voting Delegates attending the annual meeting or any special meeting of the Delegates shall be paid by the American Farm Bureau Federation.

## ARTICLE V Finances

**Section 1.** The annual dues of each member state organization in the American Farm Bureau Federation shall be \$4.00 for each individual membership in the county Farm Bureaus affiliated with the state organization. Effective January 1, 2019, said dues shall be \$5.00. The accounting for and payment to the American Farm Bureau Federation of such dues by member state organizations shall entitle the members of such member state federations or associations and the members of local organizations affiliated with such state federations or associations to the rights, privileges and services of the American Farm Bureau Federation as member organizations and members of such Federation.

**Section 2.** The member states shall pay promptly on the fifteenth day of each month all individual membership dues collected the previous month for the American Farm Bureau Federation. The Board of Directors shall have power to suspend from rights of membership any

state organization for non-payment of dues when six months in arrears.

**Section 3.** Each state organization desiring to become a member of the American Farm Bureau Federation shall present an application, and if accepted by the Board of Directors, it shall then forward its membership dues, and upon receipt of same, shall be entitled to full privileges of the organization.

**Section 4.** Complete annual audits and reports of the affairs of the organization shall be furnished each state member organization, such audit to be made by a certified public accountant approved by the Board of Directors.

**Section 5.** The Board of Directors shall approve and order to be paid such mileage, salaries and expenses as are in accord with the general plan adopted by the Voting Delegates.

**Section 6.** (a) The American Farm Bureau Federation may audit the membership accounts of each member state organization at least once each year and more often if the Board of Directors or the rules adopted by such Board of Directors in compliance with this section shall require. Such audit, supplemented by the financial reports which may be required in connection therewith by the Board of Directors, shall form the basis for determining the number of Voting Delegates to which member states shall be entitled and shall also form the basis for the nomination and election of directors.

(b) The American Farm Bureau Federation may require the Treasurers of state federations or associations to give bond conditional upon accounting for and paying over to the Federation

dues payable in compliance with the conditions of membership in the American Farm Bureau Federation; and in enforcing the obligation of such bond, the Federation shall have authority to audit the financial transactions between the states and local organizations affiliated therewith, or between the states and the members of state organizations, in order to determine the amounts that may be payable as dues to the American Farm Bureau Federation.

(c) The Board of Directors shall have authority and it shall be its duty to determine the plan of procedure for the enforcement of this section and to carry out the terms thereof, through contracts or agreements with the member state organizations.

## ARTICLE VI Meetings

**Section 1.** The annual meeting of the Voting Delegates shall be held during the month of December or January at such time and place as may be determined by the Board of Directors; provided, however, if in the determination of the AFBF's President and Executive Committee, a state or nationally declared emergency may materially interfere with said meeting, then, in that event, the AFBF's President, with the advice and consent of the Executive Committee, shall be authorized to relocate and / or reschedule the meeting, as appropriate; provided further, that any expiring terms of AFBF Officers and Directors shall be extended to accommodate any rescheduling hereunder.

**Section 2.** Special meetings of the Voting Delegates may be called by the President with the approval of the Board of Directors, and shall

be called by him upon the request of ten member state organizations.

**Section 3.** Written notice stating the time and place of any meeting of Voting Delegates and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be deemed to have been duly given by placing such notice in the mail, postage prepaid, to the last known post office address of each member state organization not less than 20 nor more than 40 days before the date of said meeting.

## ARTICLE VII Officers

**Section 1.** The officers of the American Farm Bureau Federation shall consist of a President, a Vice President, a Secretary and a Treasurer, provided that the offices of Secretary and Treasurer may be held by the same person. Such other officers or assistant officers or agents as may be deemed necessary may be elected or appointed by the Board of Directors and shall have such authority and may perform such duties as may be fixed by resolution of the Board of Directors not inconsistent with these Bylaws.

**Section 2.** (a) The President and Vice President shall be elected by the Voting Delegates which have been elected by and represent the member state Farm Bureau Federations and member state Agricultural Associations, to serve for two years and until their successors are elected and shall have qualified.

(b) The President and Vice President shall be members in good standing in their respective member state organizations and shall be and continue to be persons whose

principal occupation and interest is farming. A person otherwise qualified shall not be deemed disqualified because of substantial full-time duties as an elected official of this organization or of a member state organization.

**Section 3.** The President shall be the executive head of this organization and shall be paid such salary as may be determined by the Board of Directors. He shall preside at all meetings of the Delegates and of the Board of Directors. He shall be a member ex officio of all standing and special committees.

**Section 4.** The Vice President shall perform the duties of the President in his absence or inability to serve. The Board of Directors shall determine and fix the per diem of the Vice President.

**Section 5.** The Secretary shall be elected annually by the Board of Directors and shall serve in that capacity until his successor is elected and qualified. The compensation of the Secretary shall be determined and fixed by resolution of the Board of Directors. The Secretary shall keep minutes of the meetings of the Voting Delegates and the Board of Directors in one or more books provided for that purpose; shall attend to the giving of all required notices; shall furnish reports on all meetings of the Board of Directors to member state organizations; shall be custodian of the corporate records and of the seal of the Federation; shall affix the seal attested by his signature to such instruments as may be required; and in general shall perform all the duties incident to the office of Secretary. He shall also perform, under the direction of the President, such other duties as may be assigned to him by the Board of Directors.

**Section 6.** The Treasurer shall be elected annually by the Board of Directors and shall serve in that capacity until his successor is elected and qualified. The compensation of the Treasurer shall be determined and fixed by resolution of the Board of Directors. He shall have charge and custody of, and be responsible for, all funds and securities of the Federation; shall receive and give receipts for monies due and payable to the Federation from any source whatsoever; shall deposit all such monies in the name of the Federation in such banks, trust companies or other depositories as may be designated by the Board of Directors; shall disburse the funds of the Federation in accordance with due authorization of the Board of Directors; shall render a statement of account and transactions of the Federation whenever required by the Board of Directors or the President; shall make a complete annual statement for each annual meeting of the Federation, which annual statement shall be verified by a certified public accountant to be selected by the Board of Directors; and shall in general perform all duties incident to the office of Treasurer.

**Section 7.** The Board of Directors shall require all officers, agents and employees, having control of or access to monies or securities of the Federation in the regular discharge of their duties, to give bond for the faithful discharge of their duties in such sum and with such surety as shall be determined by the Board of Directors. The premium on such bonds shall be paid out of the funds of the Federation.

**Section 8.** Any Officer, Director or Voting Delegate of the American Farm Bureau Federation who shall accept or be elected to, or become a candidate for, an elective or appointive

state or national office shall at once resign and be automatically dropped from his official position in the American Farm Bureau Federation.

**Section 9.** The elected officers of the Federation, upon honorable retirement from office shall constitute an alumni or reserve body subject to call for service by the duly authorized officers of the Federation and eligible to appointment on all committees.

#### ARTICLE VIII Board of Directors

**Section 1.** Subject to such policies as may be duly adopted by the Voting Delegates in regular or special meeting and which are in full force and effect, the property and business of this organization shall be controlled by the Board of Directors.

**Section 2.** The Voting Delegates shall, by a majority vote of a duly constituted quorum, elect a Board of Directors in number as provided herein. Only persons who are Presidents of member state organizations, who have been nominated or elected, or both, by the delegate body of their state organizations and who are duly qualified Voting Delegates, shall be eligible for election to the Board of Directors by the Voting Delegates. The directors elected, together with the President, the Vice President, the Chairman of the AFB Women's Leadership Committee, and the Chairman of the American Farm Bureau Young Farmers and Ranchers Committee, each of whom shall have power to vote, shall constitute the Board of Directors. The President, Vice President, Chairman of the AFB Women's Leadership Committee and Chairman of the American Farm Bureau Young Farmers and

Ranchers Committee need not be Presidents of member state organizations in order to be eligible to serve as ex officio members of the Board of Directors.

**Section 3.** In the event any Director ceases to meet the qualifications for his office, said office as director shall be deemed and become vacant.

**Section 4.** The membership of such Board of Directors shall consist of 4 members from the Northeastern Region, 4 from the Middlewestern Region, 4 from the Southern Region, 4 from the Western Region and an additional director from any one of the regions specified herein for each 400,000 fully paid up members or a major increment thereof of the County Farm Bureau organizations affiliated with a member of this Federation, but no region shall receive an additional director for a minor fraction of 400,000.

**Section 5.** The directors to which each region is entitled shall be so elected at the annual meeting of the Voting Delegates that approximately one-half of the directors are elected for two year terms in the even numbered years and the remaining directors are elected to two year terms in the odd numbered years. Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified.

**Section 6.** The directors from each region shall be nominated by the Voting Delegates from such region, which have been elected by and represent the member state Farm Bureau Federations and member state Agricultural Associations.

**Section 7.** The regions for the selection of the members of the Board of Directors shall be as follows: Northeastern region--Massachusetts,

New Hampshire, Vermont, Maine, Connecticut, Rhode Island, New York, New Jersey, Delaware, Pennsylvania, Maryland, West Virginia. Middlewestern region--Ohio, Indiana, Illinois, Michigan, Minnesota, Iowa, North Dakota, South Dakota, Nebraska, Kansas, Missouri, Wisconsin. Southern region--Virginia, North Carolina, South Carolina, Alabama, Georgia, Florida, Mississippi, Tennessee, Kentucky, Louisiana, Oklahoma, Texas, Arkansas, Puerto Rico. Western region--Montana, Idaho, Utah, New Mexico, Colorado, California, Arizona, Oregon, Washington, Wyoming, Nevada, Hawaii, Alaska.

**Section 8.** Meetings of the Board of Directors may be held either in person or by electronic means, including, but not limited to, videoconference or teleconference. Any electronic meeting shall be conducted via technology reasonably available to all Directors. A majority of the members of the Board of Directors shall constitute a quorum. Vacancies in the board shall not be considered in computing a quorum. A quorum in all meetings of the standing and special committees shall be a majority of such committees.

**Section 9.** The Board of Directors shall have power to conduct a referendum vote on any matter of national interest.

**Section 10.** At the first meeting of the Board of Directors next succeeding the annual meeting of the Voting Delegates, the President shall nominate an Executive Committee of six persons from among the members of the Board of Directors. The President and Vice President shall be included in such list of persons so nominated and upon such Committee each region shall have at least one member resident of such region.

Upon approval by the Board of Directors such Committee shall have authority to function in the interim periods between meetings of the Board of Directors and shall, within the policies of the organization and budget limitations, act upon such matters as may be referred from time to time to it by the Board of Directors. The President shall ex officio be chairman of such Committee. The Secretary of this organization shall act as secretary of the Committee, keeping a minute record of the proceedings of the Committee and report all proceedings of the Committee during such interim periods to the next succeeding regular meeting of the Board of Directors for such action as may be appropriate.

**Section 11.** In the case of any vacancy in the Board of Directors or in the offices of President or Vice President, through death, resignation, disqualification or otherwise, the Board of Directors shall select a duly qualified successor to fill such vacancy until the next annual meeting of the Federation, provided that any such vacancy need not be filled if only one regular meeting of the Board of Directors will occur before the next annual meeting.

#### ARTICLE IX Remuneration

**Section 1.** The members of the Board of Directors shall be paid not to exceed three hundred dollars per diem and necessary expenses, which shall be paid from the funds of the American Farm Bureau Federation, while such officers are attending to the business of the organization.

**Section 2.** No member of the Board of Directors shall be a salaried employee of the American Farm Bureau Federation.

#### ARTICLE X American Farm Bureau Women

**Section 1.** The American Farm Bureau Women shall actively work to achieve the purpose of AFBF through implementation of AFBF priority issues, work to achieve a positive image for agriculture through leadership development, political influence and agricultural and consumer awareness, and, promote, protect and represent the business, economic, social, educational and spiritual interests of the farm families of the nation.

**Section 2.** (a) An annual meeting of the delegates of the state Farm Bureau Women shall be held at the same place and in conjunction with the annual meeting of the American Farm Bureau Federation. Each state shall be entitled to the same number of delegates to the annual meeting of the American Farm Bureau Women as it is entitled to regular Voting Delegates to the annual meeting of the American Farm Bureau Federation.

(b) Delegates shall be members of actual bona fide farm families. Delegates shall be members in good standing of a member state organization, either individually or through a family membership. No delegate shall be a salaried employee of the American Farm Bureau Federation or of any member association. Alternate delegates with like qualifications may be selected by member organizations and may have the privileges of delegates when duly authorized to act in that capacity. Delegates and alternate delegates shall hold their offices for terms of one year and until their successors are duly selected and qualified.

(c) A majority of the delegates shall constitute a quorum. No delegate may vote by proxy.

**Section 3.** (a) The AFB Women's Leadership Committee shall consist of a Chair, a Vice Chair and eight additional qualified women, two from each of the four Farm Bureau regions. The Chair and Vice Chair shall be nominated at the annual meeting of the American Farm Bureau Women and shall be elected for two-year terms at the annual meeting of the American Farm Bureau Federation. The regional members of the committee shall be nominated, upon recommendation by the delegates from each region, at the annual meeting of the American Farm Bureau Women, and shall be elected for two-year terms at the annual meeting of the American Farm Bureau Federation. Each region shall have one member elected in the even numbered years and one member elected in the odd numbered years.

(b) The term of office of said members shall commence with the date of adjournment of the annual meeting of the Federation at which they were elected and continue until the date of adjournment of the second succeeding annual meeting of the Federation, and until their successors are elected and qualified.

(c) The AFB Women's Leadership Committee shall meet a minimum of four times per year at such time and place as may be determined by the Committee. In case of any vacancy in the Committee through death, resignation, or otherwise, the Committee may select a successor to fill such vacancy until the next succeeding annual meeting, subject to the approval of the Board of Directors of the American Farm Bureau Federation.

**Section 4.** The delegates at the annual meeting of the American Farm Bureau Women shall select from among their own number four delegates, one from each of the Farm Bureau regions, to the annual meeting or any special meetings of the Voting Delegates of the American Farm Bureau Federation.

**Section 5.** The American Farm Bureau Federation shall provide staff support for the AFB Women's Leadership Committee to achieve its purpose. Such staff shall perform such duties as will facilitate the program of the American Farm Bureau Women, as approved by the Board of Directors of the Federation.

## ARTICLE XI Amendments

**Section 1.** The Articles of Incorporation of the Federation may be amended or altered at any regular meeting of the Voting Delegates by a two-thirds vote and provided always that a quorum of such Voting Delegates shall be present at such meeting.

**Section 2.** These Bylaws may be amended, repealed or altered in whole or in part at any regular annual meeting of this organization by two-thirds affirmative vote of all duly qualified Voting Delegates or by a like vote at any special meeting, due notice thereof having been given and provided always that a quorum be present at such meeting. Provided further that such amendment or amendments as may be proposed by member state organizations, Voting Delegates, Board of Directors, or Officers shall be on file with the Secretary of the organization at least thirty (30) days previous to such meeting of the organization and wherein the Secretary shall have placed in

the mail at least twenty (20) days previous to such meeting of this organization, a copy of such proposed amendment or amendments to the last known post office address of each member state organization.

## **ARTICLE XII Indemnification**

**Section 1.** The Federation shall indemnify each Director, Officer or Employee (or former Director, Officer or Employee), his heirs, executors and administrators, against any and all liability and reasonable expenses that may be incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being, or having been, a Director, Officer or Employee of the Federation, or, at its request, of any other corporation affiliated with it or of which it is a stockholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct.

**Section 2.** The foregoing right of indemnification shall be in addition to, and not exclusive of, any other rights to which such Director, Officer or Employee may be entitled.

## **MEMBERSHIP AGREEMENT AMERICAN FARM BUREAU FEDERATION**

THIS AGREEMENT, made and entered into by and between the American Farm Bureau Federation (hereinafter called "AFBF") and the

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(hereinafter called "State Association"), and other member State Farm Bureau Associations which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the AFBF is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, State Association, being a member of the AFBF and having similar objectives and purposes, desires to cooperate with the AFBF and the other member State Farm Bureau Associations in the attainment of these common objectives and purposes;

WHEREAS, AFBF has as its further objective to correlate Farm Bureau activities and strengthen its member State Farm Bureau Associations, and the State Association has a similar objective with respect to its County Farm Bureau Associations;

WHEREAS, AFBF and its member State Farm Bureau Associations recognize the importance of the grassroots structure of the organization, which rests on strong and active organized County Farm Bureau Associations;

WHEREAS, AFBF and its member State Farm Bureau Associations recognize the extraordinary value of the goodwill and reputation symbolized by the Marks and the importance of maintaining and protecting the Marks as distinctive identifiers of the collective national Farm Bureau organization; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their Affiliates, within the guidelines of this Agreement.

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

## 1. DEFINITIONS

(a) "Affiliate" or "Affiliates" shall mean those companies or other entities which use the Marks in the conduct of their affairs and which are subject to control by one or more State or County Farm Bureau Associations and/or AFBF through such means as ownership (including partial ownership), positions on the Board of Directors or licenses, or other methods of control approved by the AFBF Board of Directors.

(b) "Marks" shall mean the designations "FARM BUREAU," "FB," and "VOICE OF AGRICULTURE," and the "FB" National Logo as depicted and specified in the Farm Bureau Marks Use Manual.

(c) "County Farm Bureau Association" shall include county or parish units of the Farm Bureau organization.

## 2. COOPERATIVE RELATIONSHIPS

(a) AFBF shall maintain, during the tenure of this Agreement, its federated structure, as defined in its Bylaws; its faith in the County Farm Bureau Associations as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible measure, with State Association in achieving the objectives of the Farm Bureau organization, recognizing at all times the rights and responsibilities of State Association with respect to state matters.

(b) State Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) the County Farm Bureau Associations with respect to county matters; (ii) other State Farm Bureau Associations with respect to their respective state matters; and (iii) the AFBF with respect to national and international matters.

(c) State Association should enter into uniform agreements with its County Farm Bureau Associations, similar in nature to the model State/County agreement attached hereto as Attachment A and incorporated by reference herein, in order to establish the proper relationships between the County Farm Bureau Associations and the State Association, and among the several County Farm Bureau Associations, to the end that effective cooperation and coordination may be achieved and maintained among the various units of the Farm Bureau organization.

### 3. CONDUCT OF OPERATIONS

(a) State Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of AFBF.

(b) AFBF and State Association shall conduct their operations, and assure that operations of their Affiliates and the County Farm Bureau Associations and their Affiliates are conducted, in a manner consistent with this Agreement, the AFBF Articles of Incorporation, the AFBF Bylaws, and the policies and resolutions duly adopted by the AFBF Voting Delegates and interpretations of such policy by the Board of Directors.

(c) State Association shall have exclusive jurisdiction on all matters directly affecting State Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of state and local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of AFBF or the provisions of this Agreement.

### 4. INTELLECTUAL PROPERTY

(a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF owns the Marks with the sole right to obtain registrations for the Marks in the United States Patent and Trademark Office and in all other trademark registries or comparable record systems in the United States and elsewhere throughout the world.

(b) So long as State Association remains a signatory to this Agreement, State Association

shall be the one and only state-wide member entitled to AFBF membership and authorized to use the Marks, either directly or through Affiliates approved pursuant to Section 4(d), within the respective territory of State Association. AFBF shall not charge State Association or State Association's Affiliates a royalty, except membership dues, for use of the Marks; provided, however, that AFBF may, in its sole discretion, charge a royalty to AFBF's Affiliates.

(c) So long as a County Farm Bureau Association remains a member or affiliated local unit of State Association, that County Farm Bureau Association shall be authorized to use the Marks only within the territory of that County Farm Bureau Association. The authority of any County Farm Bureau Association to use the Marks shall be revoked immediately and automatically upon termination of its membership in or affiliation with State Association, or upon the termination of State Association's membership in AFBF.

(d) AFBF and State Association shall ensure that no Affiliate shall use the Marks without obtaining written permission from the AFBF Board of Directors or the AFBF Executive Committee during the periods between regular meetings of the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(e) Use of the Marks by AFBF, State Association, the County Farm Bureau Associations, and their Affiliates shall be governed by the provisions of this Agreement and by the Farm Bureau Marks Use Manual, which is attached hereto as Attachment B<sup>1</sup> and is incorporated

herein by reference, and which may be revised from time to time by the AFBF Board of Directors.

(f) Each party hereto shall maintain sufficient control of its Affiliates, and State Association shall ensure that its County Farm Bureau Associations maintain sufficient control of their Affiliates, including Affiliates operating on behalf of two or more State Associations, to assure that the Affiliates comply with the rules governing their use of the Marks, as stated in this Agreement, the Farm Bureau Marks Use Manual, and any applicable trademark license or other document providing for control over the use of the Marks as may be required by the AFBF Board of Directors.

(g) AFBF and its Affiliates may offer their services, programs and activities using the Marks within State Association's geographical jurisdiction with the written consent of the Board of Directors of State Association or the President of State Association, at the election of the State Association. In the event that the Board of Directors or the President of State Association, as the case may be, later revokes its consent to such use of the Marks, AFBF or its Affiliate shall be given reasonable time in which to discontinue offering them. State Association and its Affiliates that have been granted permission, or are granted permission in the future, to use the Marks by AFBF shall be permitted to use the Marks, subject to the provisions of this Agreement, in the geographical jurisdiction of another State Farm Bureau Association that has consented to such use.

<sup>1</sup> Attachment B (*Farm Bureau Marks Use Manual*) is not attached in this pocket version of the Membership Agreement. A copy of the *Farm Bureau Marks Use Manual* can be provided upon request from the AFBF Legal or Creative Services Departments.-

(h) State Association and its Affiliates shall not be prohibited from conducting any business that does not use the Marks ("Unbranded Business") in the geographical jurisdiction of another State Farm Bureau Association. State Association agrees that AFBF and its Affiliates, and other State Farm Bureau Associations and their Affiliates, shall have a similar right to conduct Unbranded Business in the geographical jurisdiction of State Association.

## **5. NATIONAL AND INTERNATIONAL POLICIES**

(a) Except as provided in Section 5(b), State Association and its Affiliates shall be bound by public policy resolutions involving national or international issues adopted by the AFBF Voting Delegates, interpretations of such resolutions adopted by the AFBF Board of Directors, and other actions adopted by the AFBF Board of Directors relating to national and international policy issues.

(b) It is in the best interest of the Farm Bureau organization at the local, state and national levels to be supportive of the national and international policy positions adopted by the AFBF Voting Delegates, including interpretations of such positions by the AFBF Board of Directors. If it appears to State Association that it may not wish to support or otherwise be bound by an AFBF policy position, or Board interpretations thereof, State Association shall, within 60 days after adoption of the AFBF policy, or Board interpretations thereof, extend a written invitation to the AFBF President to discuss such policy. The invitation may be issued by State Association's President, Board of Directors, or other authority

as provided in its Bylaws and shall state the reasons for the opposition. The President may designate the Vice President or any member of the Board of Directors to represent AFBF at such meeting. State Association shall no longer be bound to support the AFBF policy at issue after the earlier of the following dates:

(i) The date on which State Association meets with the AFBF representative pursuant to invitation as provided in this section.

(ii) The 60th day following the date of the invitation.

(c) In the event State Association is no longer bound by AFBF policy pursuant to Section 5(b), State Association shall cooperate with AFBF by not publicly criticizing AFBF and other state Farm Bureau organizations for supporting the majority position from which the State Association has dissented, and by clearly indicating that the view or position of the State Association does not represent the position of the AFBF.

(d) AFBF shall not provide its services or facilities or otherwise lend support to a State Association for the purpose of helping such State Association support a view contrary to AFBF policy.

## **6. MEDIATION/ARBITRATION**

(a) In the event of a dispute between two or more State Associations, which they are unable to resolve, the parties may submit the dispute to the AFBF President for mediation. The AFBF President and two persons selected by the President and approved by the AFBF Board of

Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) AFBF may, at its discretion, intervene in any arbitration proceeding instituted under this Section in which it has a substantial interest if it is so authorized by a majority vote of the AFBF Board of Directors. In the event AFBF decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

## **7. WORKING WITH ALLIES**

AFBF and State Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs.

## **8. MEMBERSHIP AND FISCAL MATTERS**

(a) State Association shall be responsible for maintaining at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing. These

membership records and accounts are owned or controlled by State Association or a State Association's members. If AFBF requests disclosure of such information, AFBF shall enter into a confidentiality agreement with State Association.

(b) State Association should take steps, either through bylaw amendments, State-County agreement provisions or other governance measures, to ensure the governance of State Association and its County Farm Bureau Associations remains in the hands of bona fide farmers and ranchers.

(c) All individual membership dues collected by State Association for the AFBF during the current AFBF fiscal year for the current AFBF fiscal year shall be paid to the AFBF not later than the fifteenth day of the month following the month in which such dues are collected. For the month of November, membership dues should reach the AFBF office by November 30. If it is impossible to transmit all membership dues to the AFBF office by November 30, AFBF will recognize a written notice from State Association dated not later than midnight, November 30, advising that a check for a specific amount covering membership dues has been placed in the U.S. mail. In the event State Association collects membership dues for AFBF in the current AFBF fiscal year for any future AFBF fiscal year, such dues shall be paid to AFBF not later than January fifteenth of the fiscal year for which they are collected.

(d) AFBF and State Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(e) AFBF and State Association shall furnish the other with a copy of its annual audited financial statement upon request.

## 9. TERMINATION OF AGREEMENT

When duly executed, this Agreement shall supersede all previous membership agreements between the AFBF and State Association. This Agreement may be terminated by AFBF or State Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that State Association shall pay to AFBF one-twelfth (1/12) of the dues paid to AFBF by State Association during the previous AFBF fiscal year times the number of months from the beginning of the current AFBF fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by State Association shall constitute resignation from membership in the AFBF under Article III of the AFBF Bylaws.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AMERICAN FARM BUREAU FEDERATION

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(State Association)

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

[DRAFTER'S NOTE: The Model State/County Farm Bureau Membership Agreement is drafted to track closely the provisions of the AFBF National Membership Agreement. Together with the National Membership Agreement, these model provisions clarify the relationships among all the Farm Bureau organizations, county, state and national. All states are strongly encouraged to use this model, with amendments conformed to individual state situations, as set forth in Section 2(c) of the National Membership Agreement. Bold sections represent language considered critically essential to protection of the Farm Bureau Marks.]

ATTACHMENT A

**MODEL STATE/COUNTY FARM BUREAU  
MEMBERSHIP AGREEMENT**

THIS AGREEMENT, made and entered into by and between the [State Farm Bureau] (hereinafter called "State Association") and the

\_\_\_\_\_  
(hereinafter called "County Association"), and other member County Farm Bureau Associations which are, or may hereafter become, signatories to similar agreements, WITNESSETH:

WHEREAS, the major objective and purpose of the State Association is to promote, protect and represent the business, economic, social and educational interests of farmers and ranchers of this Nation, and to develop agriculture;

WHEREAS, County Association, being a member of the State Association and having similar objectives and purposes, desires to cooperate with the State Association and the other member County Farm Bureau Associations in the attainment of these common objectives and purposes;

WHEREAS, State Association has as its further objective to correlate Farm Bureau activities and strengthen its member County Farm Bureau Associations;

WHEREAS, State Association and its member County Farm Bureau Associations recognize the importance of the grassroots structure of the organization, which rests on strong and active organized County Farm Bureau Associations;

WHEREAS, State Association and its member County Farm Bureau Associations recognize the extraordinary value of the goodwill and reputation symbolized by the Marks and the importance of maintaining and protecting the Marks as distinctive identifiers of the collective national Farm Bureau organization; and

WHEREAS, the parties hereto recognize that these objectives and purposes can best be attained through the adoption and support of sound organizational principles and policies for all units of the Farm Bureau organization (County, State and National), including their Affiliates, within the guidelines of this Agreement.

NOW, THEREFORE in consideration of their mutual obligations, the parties hereto agree as follows:

## 1. DEFINITIONS

(a) "Affiliate" or "Affiliates" shall mean those companies or other entities which use the Marks in the conduct of their affairs and which are subject to control by one or more County Farm Bureau Associations and/or State Association through such means as ownership (including partial ownership), positions on the Board of Directors or licenses, or other methods of control approved by the AFBF Board of Directors.

(b) "Marks" shall mean the designations "FARM BUREAU," "FB," and "VOICE OF AGRICULTURE," and the "FB" National Logo as depicted and specified in the Farm Bureau Marks Use Manual.

(c) "County Farm Bureau Association" shall include county or parish units of the Farm Bureau organization.

(d) "American Farm Bureau Federation" or "AFBF" shall mean the national unit of the Farm Bureau organization.

(e) "National Membership Agreement" shall mean the uniform membership agreement between AFBF and each State Farm Bureau Association.

## 2. COOPERATIVE RELATIONSHIPS

(a) State Association shall maintain, during the tenure of this Agreement, its faith in the County Farm Bureau Associations as the basic unit of the Farm Bureau organization; and its desire and intention of cooperating, in the fullest possible mea-

sure, with County Association in achieving the objectives of the Farm Bureau organization, recognizing at all times the rights and responsibilities of County Association with respect to county matters.

(b) County Association shall be structured on a sound organizational basis, which, among other things, recognizes the basic rights and responsibilities of (i) other County Farm Bureau Associations with respect to their respective county matters; (ii) State Association with respect to state matters; and (iii) the AFBF with respect to national and international matters.

### **3. CONDUCT OF OPERATIONS**

(a) County Association will conform to, and abide by, the provisions of the Articles of Incorporation and Bylaws of State Association.

(b) State Association and County Association shall conduct their operations, and assure that operations of their respective Affiliates are conducted, in a manner consistent with this Agreement, the National Membership Agreement, the State Association's Articles of Incorporation and Bylaws, and the policies and resolutions duly adopted by the State Association's Voting Delegates and interpretations of such policy by the State Association's Board of Directors.

(c) County Association shall have exclusive jurisdiction on all matters directly affecting County Association pertaining to its dues, budgets, constitution and bylaw provisions, and other matters of local policy and concern, provided, however, that same do not conflict with the Articles of Incorporation and Bylaws of State Association or the provisions of this Agreement.

### **4. INTELLECTUAL PROPERTY**

(a) On behalf and for the benefit and protection of the collective Farm Bureau organization (County, State and National), AFBF owns the Marks with the sole right to obtain registrations for the Marks in the United States Patent and Trademark Office and in all other trademark registries or comparable record systems in the United States and elsewhere throughout the world.

(b) So long as County Association remains a signatory to this Agreement, County Association shall be the one and only county-wide member entitled to State Association membership and authorized to use the Marks, either directly or through Affiliates approved pursuant to Section 4 (d), within the respective territory of County Association. The authority of County Association to use the Marks shall be revoked immediately and automatically upon termination of its membership in State Association, or upon the termination of State Association's membership in AFBF.

(c) State Association and County Association shall ensure that no Affiliate shall use the Marks without obtaining written permission from the AFBF Board of Directors or the AFBF Executive Committee during the periods between regular meetings of the AFBF Board of Directors. AFBF may revoke such permission upon request by State Association or upon action by the AFBF Board of Directors.

(d) Use of the Marks by AFBF, State Association, County Association, and their Affiliates shall be governed by the provisions

of this Agreement, the National Membership Agreement, and by the Farm Bureau Marks Use Manual, which is attached hereto as Attachment A and is incorporated herein by reference, and which may be revised from time to time by the AFBF Board of Directors.

(e) Each party hereto shall maintain sufficient control of its Affiliates, including Affiliates operating on behalf of two or more County Associations, to assure that the Affiliates comply with the rules governing their use of the Marks, as stated in this Agreement, the National Membership Agreement, and the Farm Bureau Marks Use Manual, and any applicable trademark license or other document providing for control over the use of the Marks as may be required by the AFBF Board of Directors.

(f) State Association and its Affiliates may offer their services, programs and activities using the Marks within County Association's geographical jurisdiction with the written consent of the Board of Directors of County Association or the President of County Association, at the election of the County Association. In the event that the Board of Directors or the President of County Association, as the case may be, later revokes its consent to such use of the Marks, State Association or its Affiliate shall be given reasonable time in which to discontinue offering them. County Association and its Affiliates that have been granted permission, or are granted permission in the future, to use the Marks by AFBF shall be permitted to use the Marks, subject to the provisions of the National Membership Agreement, in the geographical jurisdiction of another County Farm Bureau Association that has consented to such use.

(g) County Association and its Affiliates shall not be prohibited from conducting any business that does not use the Marks ("Unbranded Business") in the geographical jurisdiction of another County Farm Bureau Association. County Association agrees that State Association and its Affiliates, and other County Farm Bureau Associations and their Affiliates, shall have a similar right to conduct Unbranded Business in the geographical jurisdiction of County Association.

## 5. FARM BUREAU POLICIES

(a) It is in the best interest of the Farm Bureau organization at the local, state and national levels for County Association to be supportive of the Farm Bureau policy positions adopted by the State Association's and AFBF's Voting Delegates, including interpretations of such positions by the State Association's and AFBF's Boards of Directors.

(b) Except as provided in Section 5(c), County Association and its Affiliates shall be bound by Farm Bureau policy resolutions adopted by the State Association's Voting Delegates, including interpretations of such positions by the State Association's Board of Directors, and by other actions adopted by the State Association's Board of Directors relating to statewide policy issues.

(c) If it appears to County Association that it may not wish to support or otherwise be bound by a State Association policy position, or Board interpretations thereof, County Association shall [insert State Association policy dissent procedures].

(d) In the event County Association is no longer bound by State Association policy pursuant to

Section 5(c), County Association shall cooperate with State Association by not publicly criticizing State Association and other county Farm Bureau organizations for supporting the majority position from which the County Association has dissented, and by clearly indicating that the view or position of the County Association does not represent the position of the State Association.

(e) State Association shall not provide its services or facilities or otherwise lend support to a County Association for the purpose of helping such County Association support a view contrary to State Association policy.

## **6. MEDIATION/ARBITRATION**

(a) In the event of a dispute between two or more County Associations, which they are unable to resolve, the parties may submit the dispute to the State Association President for mediation. The State Association President and two persons selected by the President and approved by the State Association Board of Directors shall meet with the disputing parties to help the parties resolve the dispute in a fair and equitable manner.

(b) If the dispute is not settled by mediation, the parties may settle the dispute by arbitration according to the arbitration rules established or adopted by the American Arbitration Association, as may be amended, and judgment upon the decision or award by arbitration may be entered in any court having jurisdiction thereof. The parties to the dispute shall pay their own expenses and equally share and pay the costs of arbitration.

(c) State Association may, at its discretion, intervene in any arbitration proceeding instituted

under this Section in which it has a substantial interest if it is so authorized by a majority vote of the State Association Board of Directors. In the event State Association decides to intervene, it shall be entitled to present evidence and argument relevant to the determination of the dispute.

## **7. WORKING WITH ALLIES**

State Association and County Association shall seek the support of the leadership and membership of organized groups, both inside and outside of agriculture, for Farm Bureau's policies and programs.

## **8. MEMBERSHIP AND FISCAL MATTERS**

(a) County Association shall be responsible for maintaining at all times an adequate system of records and accounts which will disclose the name and address of each individual Farm Bureau member in good standing.

(b) All individual membership dues collected by County Association for State Association during the current State Association fiscal year for the current State Association fiscal year shall be paid to the State Association . . . [insert State Association timing and procedure of dues collection].

(c) State Association and County Association shall have the right, at any reasonable time, to inspect, examine and audit the books of account and records of each other, the expense of same being assumed by the party making such examination.

(d) State Association and County Association shall furnish the other with a copy of its annual audited financial statement upon request.

(e) [insert language on classification of members, if desired]

#### 9. INTERPRETATION AND TERMINATION OF AGREEMENT

When duly executed, this Agreement shall supersede all previous membership agreements between the State Association and County Association. This Agreement shall be interpreted consistent with the National Membership Agreement. This Agreement may be terminated by State Association or County Association at any time by mailing written notice thereof, certified or registered mail, to the last known principal address of the other party; provided, that County Association shall pay to State Association one-twelfth (1/12) of the dues paid to State Association by County Association during the previous State Association fiscal year times the number of months from the beginning of the current State Association fiscal year to and including the month in which notice of termination is mailed. Termination of this Agreement by County Association shall constitute resignation from membership in the State Association.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[State] Farm Bureau

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

\_\_\_\_\_  
(County Association)

By \_\_\_\_\_  
President

ATTEST \_\_\_\_\_  
Secretary

## **COUNCIL OF FARM BUREAU PRESIDENTS**

The Council of Farm Bureau Presidents was established in 1969 by the American Farm Bureau Federation Board of Directors to help facilitate communication within Farm Bureau and to more fully utilize the skills and knowledge of Farm Bureau leadership in an advisory capacity to the Board.

The Council consists of the Presidents of all state Farm Bureau organizations which are members of the American Farm Bureau Federation.

Annual and other meetings of the Council have been held since 1969. Pursuant to Board authority, Council meetings are called and presided over by the American Farm Bureau Federation President.

***AMERICAN FARM BUREAU FEDERATION®***

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