

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

The Alliance Partnership, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”) of The Alliance Partnership, LLC, a Minnesota limited liability company (the “Company”) is made effective as _____, by _____ (each known as an “Initial Member”) and the Company. The Initial Member(s) together with any other person or entity who may hereafter be admitted as a member of the Company in accordance with the terms of this Agreement are sometimes referred to herein each as a “Member” and collectively as the “Members.”

To the extent that this Agreement modifies the provisions set forth in 322B.115 of the _____ Limited Liability Company Act and such Act permits such modification, the provisions of this Agreement shall prevail. This Agreement also serves as the “bylaws” of the Company as such term is referred to in the Minnesota Limited Liability Company Act.

In consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 ORGANIZATION

1.1 Formation. The Members hereby acknowledge the formation of the Company as a limited liability company pursuant to the _____ Limited Liability Company Act (the “Act”) by virtue of the filing of the Company’s Articles of Organization with the Secretary of State of _____ effective as _____, and confirm and agree to their status as Members of the Company.

1.2 Name. The name of the Company is “The Alliance Partnership, LLC.” The business of the Company shall be conducted under the name “The Alliance Partnership, LLC” or such other name or names as the Members shall determine. The Company shall comply with any fictitious or assumed business name registration requirements.

1.3 Principal Office. The principal office and place of business of the Company shall be at such place as the Members shall determine and the business and financial records required to be maintained under the Act shall be kept at such principal office. The Company may maintain such other office or offices for the transaction of business at such other locations as the Members may deem advisable. If the Company intends on doing business outside of the State of formation, the Company shall obtain any required registrations and qualifications.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of _____ shall be the initial registered office designated in the Company's Articles of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of _____ shall be the initial registered agent designated in the Company's Articles of Organization or such other agent as the Members designate from time to time in the manner provided by law.

1.5 Purposes. The purposes of the Company shall be to engage in indoor warehouse farming and any other lawful business or activity for which the limited liability company may be engaged in and organized under the Act as approved by the Board of Managers or the Members.

1.6 Powers. In furtherance of the foregoing purposes, subject to the provisions of this Agreement, the Company shall have the power to take any action or incur any obligation in connection with, or to facilitate and support the purposes of, the Company, so long as said actions and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

1.7 Term. The term of the Company shall be perpetual until terminated in accordance with this Agreement or as set forth in the Articles of Organization.

ARTICLE 2 MEMBERS

2.1 Membership Units. The ownership of the Company shall be represented by 20 membership units ("Membership Units"). The Company is authorized to initially issue 20 Membership Units and shall issue those Membership Units to the Initial Member(s) as set forth on Exhibit A once the Company and the Initial Member(s) have signed this Agreement. The Initial Capital Contributions to be made by each Initial Member shall be as set forth on Exhibit A. The Company may but shall not be required to issue Membership Certificates.

2.2 Members. A Member shall have the rights, powers, duties and obligations provided herein for a Member. Members, in their capacity as Members, shall not have the right, power or authority to act on behalf of, or to bind, the Company (provided that a Member may be elected or appointed to be a Manager or officer of the Company).

2.3 Voting Rights. The Members shall be entitled to vote on all matters to be voted on by the Members as set forth in this Agreement. On all matters to be voted upon by the Members, the voting power of each Member shall be equal to such Member's respective number of Membership Units divided by the total number of Membership Units issued and outstanding ("Voting Interest"). The affirmative vote of Members holding at least 51% of the Voting Interests shall be the act of the Members, unless express provisions of the Act or this Agreement require a different vote, in which case such express provisions shall govern and control such vote.

2.4 Member Meetings. There shall be no requirement for Members to hold a meeting provided that the election of Managers occurs by Action by Written Consent. Meetings of the Members may be called at any time by the President of the Company or Members holding at least a majority of the Voting Interests. The Members may designate any place, either within or outside of the State of Minnesota, as the place of meeting for any meeting of the Members of the Company. Meetings of the Members may be held telephonically or by video conference provided that all of the Members participating in such meetings can hear each other at the same time. Whenever Members are required or permitted to take action at a meeting, written notice stating the place, date and time of such meeting, which may be delivered by facsimile or electronic mail, shall be given to each Member entitled to vote at such meeting not less than ten (10) days before the date of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The holders of a majority of the Voting Interests, represented in person or by proxy, shall constitute a quorum at all meetings of the Members.

2.5 Action by Written Consent. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action, shall be signed by Members holding the required percentage of Voting Interests needed to approve the action (but not less than a majority of the Voting Interests outstanding). Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to the Members that have not consented in writing. Any action taken by written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

2.6 Limitation on Liability. In accordance with the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Members shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or otherwise participating in the management of the Company unless such Member has acted in a willful or fraudulent manner or in violation of criminal law or has otherwise agreed to such liability in a separate writing.

2.7 Admission of Additional Members. Additional Members (“Additional Members”) may be admitted to the Company upon the affirmative vote of Members holding at least 51% of the Voting Interests of the Company. If approved, an Additional Member shall be deemed admitted as Member upon the later of (i) the execution by such Additional Member of this Agreement or a counterpart hereof whereby such Additional Member agrees to be bound by the provisions of this Agreement and (ii) such later time as the Members shall determine. Exhibit A shall be amended to reflect any new Member of the Company. No person shall become a Member until all documents or amendments required under the Act or the Articles of Organization for admitting a new Member have been executed and filed.

2.8 Additional Capital. If it is determined by the Members holding a majority of the Voting Interests in the Company that additional capital is required, the Members shall have the right to contribute such additional capital in pro-rata portions to maintain the then current equity ownership percentages of the Company. If a Member decides not to make such contribution or does not respond to the Company within 15 days of notice, additional capital may be contributed by existing Members or new Members which may result in dilution of the non-contributing Members.

ARTICLE 3 MANAGEMENT

3.1 Manager Managed Management Structure. The business and affairs of the Company shall be managed by a Board of Managers. The Members, other than any Members elected to serve as Managers or officers, shall not take part in the management of the business nor transact any business for the Company in their capacity as Members, nor shall they have power to sign for or to bind the Company; provided, however, that the Members shall have the right to approve or consent to certain matters, as provided herein.

3.2 Number of Managers. The number of Managers constituting the Board of Managers shall be not less than one nor more than ten, such number to be designated from time to time by resolution or written consent of the Members. The initial number of Managers shall be 2 and such person(s) are set forth on Exhibit A.

3.3 Election and Removal of Managers; Quorum.

3.3.1 Managers shall be elected at each annual meeting of Members to succeed those Managers whose terms have expired and to fill any vacancies then existing.

3.3.2 Managers shall initially hold their offices for terms of five years or until their successors are elected. Thereafter, managers shall hold their offices for terms of one year. Any Manager may be removed from office at a meeting called expressly for that purpose by the vote of Members holding not less than a majority of the Voting Interests of the Company.

3.3.3 Any vacancy occurring in the Board of Managers may be filled by the affirmative vote of the majority of the remaining Managers though less than a quorum of the Board, and the term of office of any Manager so elected shall expire at the next Members' meeting at which Managers are elected.

3.3.4 A majority of the number of Managers described in this Agreement shall constitute a quorum for the transaction of business. The act of a majority of all Managers on the Board of Managers shall be the act of the Board of Managers. Less than a quorum may adjourn any meeting.

3.4 Meetings of Managers. An annual meeting of the Board of Managers shall be held as soon as practicable after the adjournment of the annual meeting of the Members at such place as the Board of Managers may designate. Other meetings of the Board of Managers shall be held at places within or without the State of Minnesota and at times fixed by resolution of the Board of Managers, or upon call of the Chairman of the Board of Managers, the President or any of the Managers. The Secretary or officer

performing the Secretary's duties shall give not less than twenty-four hours' notice by letter, telegraph, telephone or facsimile (or in person) of all meetings of the Board of Managers, provided that notice need not be given of the annual meeting or of regular meetings held at times and places fixed by resolution of the Board of Managers. Meetings may be held at any time without notice if all of the Managers are present, or if those not present waive notice in writing either before or after the meeting. The notice of meetings of the Board of Managers need not state the purpose of the meeting.

3.5 No Duty to Consult; Limited Liability. Except as otherwise provided herein or in the Act, the Board of Managers shall have no duty or obligation to consult with or seek the advice of the Members in connection with the conduct of the business of the Company. A Manager acting in the Manager's capacity as a Manager shall not be personally liable for any claim against the Company by a third party unless such Manager has acted in a willful or fraudulent manner, in violation of criminal law or has otherwise agreed to such liability in a separate writing.

3.6 Compensation. By resolution of the Board of Managers, Managers may be allowed a fee and expenses for attendance at all meetings, but nothing herein shall preclude Managers from serving the Company in other capacities and receiving compensation for such other services.

3.7 Manager Powers. Provided the Manager action has been duly approved pursuant to this Article 3, each Manager shall be entitled to take proper actions for the Company, including but not limited to the following:

(a) Entering into, making and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and making all decisions and waivers thereunder.

(b) Opening and maintaining bank and investment accounts and arranging, drawing checks, and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements.

(c) Collecting funds due to the Company, including receiving cash via credit and debit cards.

(d) Acquiring, using for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

- (g) Engaging, removing, and changing the authority and responsibility of attorneys, accountants, and consultants.
- (h) Obtaining insurance for the Company.

3.8 Officers. The Managers may appoint individuals as senior officers of the Company and the Company shall have a President and a Secretary. The Managers may appoint other officers including a Treasurer or Vice Presidents, to act on behalf of the Company with such power and authority as the Members may delegate to any such person. Each officer shall remain in office until the officer term expires and if there is no specified term, the officer shall remain until removed or replaced by a vote of the Managers or Members. An Officer may be removed at any time, with or without cause, by vote of the Managers or Members. The initial officers of the LLC are set forth on Exhibit A.

3.8.1 President. The President of the Company has general and active management responsibility over the business and affairs of the Company. The President shall see that all Member consents and resolutions are carried out. The President shall preside at all Member meetings. The President shall have the control, supervision, and direction over the day to day business and affairs of the Company. The President shall have the authority to sign contracts on behalf of the Company provided that the contract does not obligate the Company for more than \$1,000 in liability (such contracts shall be approved by the Managers). The President may have other powers and duties as may from time to time be prescribed by the Members and shall be subject to any prohibitions, limitations or restrictions prescribed by the Members of the Company.

3.8.2 Secretary. The Secretary of the Company shall keep and maintain a book of minutes of any Member meetings (and officer meeting) if so called and any written consents signed by the Members or Managers. The minutes shall include the time and place of the meeting, the type of meeting, the name of the persons present at the meeting, the percentage Voting Interests held by the attending Members or Managers and the business transacted at the meeting. The Secretary shall be responsible for maintaining all records required by law.

3.8.3 Treasurer. The Treasurer of the Company shall have custody of Company funds. The Treasurer shall keep accurate, adequate and correct books and records, receipts, disbursements, and other transactions of the Company.

3.9 Bank Accounts. The Company is authorized to and shall establish and maintain accounts in financial institutions in such amounts as the Company shall deem necessary from time to time. The funds of the Company shall not be commingled with the funds of other companies or the individual Members. Checks shall be drawn on and withdrawal of funds shall be made from any such accounts for Company purposes and may be signed by the Initial Members or by the Treasurer of the Company unless otherwise limited in a later resolution.

ARTICLE 4
CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions. Each Member's contribution (a "Capital Contribution") to the capital of the Company shall consist of the following items contributed by such Member to or on behalf of the Company: (i) cash and (ii) the fair market value of any other property or valuable rights (the value shall be determined and set forth on Exhibit A). Initial Contributions are as set forth in the Exhibit A. If a Member has not fulfilled its obligations to contribute a Capital Contribution required under Exhibit A within 30 days after receiving a request by the Company to complete the Capital Contribution, the breaching Member's right to any Membership Units shall terminate.

4.2 Additional Capital Contributions and Membership Units Issued. No Member shall be required to make any additional Capital Contribution to the Company unless such Member has agreed in writing to contribute more capital to the Company. Any additional agreements by any Member to contribute additional capital shall be set forth on Exhibit A. If any additional Capital Contributions are made and/or Membership Units are issued, Exhibit A shall be amended to reflect any such additional Capital Contributions or issued Membership Units.

4.3 Interest on and Return of Capital Contributions. Except as specifically provided in this Agreement: (i) no Member shall be entitled to interest on any Capital Contributions, and (ii) no Member shall have any right to the return of all or any part of its Capital Contributions.

4.4 Withdrawal. A Member may withdraw, retire, or resign as a Member of the Company after providing prior written notice of such withdrawal to the Company. No distribution shall be required or made to a withdrawing Member unless approved by the remaining Members and unless all liabilities of the Company have been paid or unless the Company has assets sufficient to pay such liabilities. If the Members approve a return of all or a part of a withdrawing Member's Capital Contribution, the withdrawing Member shall have no right to demand or receive property other than cash in return for its capital interest, and the withdrawing Member shall not have any priority over any other Member as to any Capital Contribution or any share of Company profits. A Withdrawn Member, prior to the time of full repayment of Capital Contribution, shall only have the rights of an assignee of a Membership interest and shall have no right to participate in the management or voting processes of the Company.

4.5 Capital Accounts. A separate capital account shall be established for each Member and shall be determined and maintained in accordance with the provisions of Section 1.704-1(b) of the treasury regulations (the "Treasury Regulations") promulgated under the Internal Revenue Code of 1986, as amended from time to time (the "Code"). Except as otherwise provided in Section 1.704-1 (b) of the Treasury Regulations, the capital account of each Member shall consist of Capital Contributions made by such Member to the Company, increased by the amount of any items of income or gain allocated to such Member pursuant to this Agreement, and decreased by any distributions in reduction of Company capital to such Member and further decreased by the amount of

any items of loss or deduction allocated to such Member pursuant to this Agreement. The Members are authorized to make such adjustments to the capital accounts of the Members as the Members shall reasonably deem necessary to comply with the Code and the Treasury Regulations.

ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS

5.1 Incorporation of Treasury Regulations. Allocations of income, gain, loss, deduction, and credit shall be allocated to the Members in accordance with their respective Membership Units (e.g., Membership Units owned divided by total Membership Units issued and outstanding). Applicable Treasury Regulations relating to allocations of income, gain, loss, deduction, and credit are hereby incorporated into this Agreement by reference and shall control over any conflicting provision of this Agreement. To the extent that any allocation of income, gain, loss, deduction or credit (i) is required by this Agreement but not permitted by the Treasury Regulations, or (ii) is required by the Treasury Regulations but not provided for in this Agreement, the amount thereof shall be allocated or reallocated to the Members in the manner provided in the Treasury Regulations. However, nothing in the Treasury Regulations shall be interpreted as creating a deficit restoration obligation on the part of any Member.

5.2 Distributions. The Company shall make such distributions of cash and/or property as the Members may determine from time to time in accordance with a vote under Section 2.3. Except as provided in Article 7 with respect to distributions upon liquidation of the Company, all distributions of the Company shall be made in proportion to the respective Membership Units of each Member. To the extent permitted by law and the agreements between the Company and its creditors, the Company may make cash distributions to its Members in an amount sufficient to cover any tax payment obligations of such Members resulting from its ownership in the Company (“Tax Distributions”). Notwithstanding anything to the contrary contained in this Agreement, the Company shall not make a distribution to any Member if such distribution would violate the Act or any other applicable law.

ARTICLE 6 MEMBERSHIP UNITS PROVISIONS

6.1 Transferability of Membership Interests. No Member may sell, assign, pledge, mortgage, transfer or convey any Membership Unit without first obtaining the prior written consent of Members holding at least 75% of the Voting Interests of the Company. Any purported sale, assignment, pledge, transfer or conveyance in violation of the provisions of this Agreement shall be void and of no effect against the Company or any Member. If any transfer was made but not approved by 75% of the voting Members, the transferee shall only have the rights afforded to assignees of membership interests under the Act. In addition, any such assignee or transfer shall have no right to the following: (i) no voting rights; (ii) no right to participate in management; (iii) no right of access to any Company records or financial information; (iv) no right to any derivative action against the Company or its Members

6.2 Events Triggering Disassociation. If any of the following events occurs with respect to a Member, such Member shall be disassociated from the Company unless remaining Members holding a majority of the Voting Interests of the Company agree to waive the disassociation. Disassociation means that the Member shall no longer have any rights of a Member (including voting rights) but shall retain the rights of an assignee of a Membership Unit interest. The events include the following:

6.2.1 Encumbrance. If a Member shall knowingly pledge or encumber such Member's Membership Units without the prior written consent of the Company or attempt to transfer Membership Units in violation of Section 6.1 hereof .

6.2.2 Bankruptcy or Insolvency. If a Member is adjudicated bankrupt or makes an assignment for the benefit of creditors or any procedures in the nature of bankruptcy proceedings are instituted by or against a Member and they remain undismitted after sixty (60) days.

6.2.3 Death of a Member. If a Member is an individual, the death of a Member.

6.2.4 Dissolution of Member. If the Member is an entity and such entity has dissolved, liquidated, received a decree of liquidation or otherwise filed documents with appropriate state agencies to commence the dissolution process.

6.2.5 Occurrences under the Act. The occurrence of any situations set forth in the Act which calls for the termination or disassociation of a Member.

6.3 Charging Order Limitations. To the fullest extent permitted by law, a Member's management rights, voting rights, the assets of the Company, and any other non-economic rights shall not be available to satisfy the personal obligations of such Member. The sole remedy of a Member's personal creditor shall be a charging order.

ARTICLE 7 DISSOLUTION

7.1 Term. The term of the Company commenced upon filing of the Company's Articles of Organization with the Secretary of State of Minnesota and shall continue until dissolution of the Company as provided herein.

7.2 Dissolution. The Company shall be dissolved and its affairs wound up upon the earliest to occur of the following:

- (a) the affirmative vote of Members holding at least 75% of the Voting Interests;
- (b) any dissolution or termination date or event set forth in the Company's Articles of Organization;
- (c) the death, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member unless

- the business of the Company is continued within 90 days of such event by the vote or written consent of Members holding more than fifty percent (51%) of the remaining Membership Units; or
- (d) the entry of a decree of dissolution under the Act.

7.3 Liquidation. Upon the dissolution of the Company, the remaining Members (or any liquidator (who can also be a Member) appointed by the remaining Members) shall promptly take any action required under applicable law to effect such dissolution, wind up the affairs of the Company, liquidate the assets of the Company, and distribute the proceeds of such liquidation in accordance with the provisions of the Act. A full accounting of the assets and liability of the Company shall be made by the liquidator. The liquidator shall have full authority to sell, convey, pledge, or encumber any Company assets as reasonably necessary. The liquidator must act in a reasonable and prudent manner. “In Kind” distributions may be made upon the approval of a majority of Voting Interests of the Members. Notwithstanding any contrary provision in this Agreement, the Members shall distribute the proceeds from liquidation to the Members first in proportion to their positive capital account balances after taking into account all capital account adjustments for the taxable year during which such liquidation occurs and then as set forth in Section 5.2 (or as required by the tax laws). A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to enable the Members to minimize losses but such time shall not exceed 18 months or the maximum amount allowed by law.

7.4 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or her capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE 8 ACCOUNTING AND RECORDS MATTERS

8.1 Fiscal Year. The fiscal year of the Company shall begin on the first day of January and end on the last day of December unless changed by a duly approved written Member resolution.

8.2 Books of Account. The Members, at the Company’s cost and expense, shall cause complete and accurate accounts of all transactions of the Company to be kept. The Company’s books and records shall be kept in accordance with the Act and generally accepted accounting principles applicable thereto, shall be maintained at the principal place of business of the Company and shall be available for inspection and examination, for a proper purpose and at reasonable times during usual business hours, by Members or their duly authorized representatives. The Company may require that Members sign a confidentiality agreement prior to receiving Company records. The cost of copying any material is borne by the requesting Member.

8.3 Tax Matters. If the Company has only one Member, the Company shall be disregarded as an entity for tax purposes only unless the Member elects to have the Company taxed as a corporation and timely submits the required IRS election form. At any such time when the Company has more than one Member, the Company shall be treated as a partnership for U.S. federal income tax purposes and will not make any elections inconsistent therewith unless the Members vote to have the Company taxed as a corporation. The Members shall cause to be prepared and filed, at the cost and expense of the Company, all necessary Company tax returns. The Members shall prepare and file their separate tax returns consistently with such Company tax returns. At any time when the Company has more than one Member and is being taxed as a partnership, the Company shall provide to each Member a U.S. federal income tax form K-1 for such Member and any other information reasonable necessary to enable each Member to prepare its U.S. federal and state and local income tax returns. The Company and the Members shall be taxable under the laws of Minnesota as provided by those laws and by the regulations thereunder.

ARTICLE 9 INDEMNIFICATION

To the fullest extent permitted by law, the Company will indemnify and hold harmless all Initial Member(s), any Manager, the President or any officer (individually, an “Indemnitee”) from and against any and all losses, claims, demands, costs damages, liabilities, joint and several, expenses of any nature (including reasonable attorneys’ fees and disbursements), judgments, fines, settlements and other amounts connected in any way with the Company or its business or with the Indemnitee’s duties regarding the Company, provided that the Indemnitee’s conduct did not constitute actual fraud, gross negligence or willful or wanton misconduct.

ARTICLE 10 MEMBER DUTIES

10.1 Members’ Duty of Loyalty. In all matters relating to the business and internal affairs of the Company, each Member shall act in a manner that the Member reasonably believes to be in the best interest of the Company.

10.2 Members’ Duty Not to Compete Against Company. In any geographical area where the Company is engaged in business or has definite plans (as evidenced by Company records) to engage in business, a Member during the period of the Member’s tenure as a Member and until the first anniversary of the date on which the Member ceases to be a Member shall not directly or indirectly (whether in person, through an entity that the Member partially or wholly owns or otherwise) do the following:

10.2.1 The Member shall not compete against the Company.

10.2.2 The Member shall not induce or seek to induce any other Member or employee of the Company to work for any other business.

10.2.3 The Member shall not otherwise interfere or seek to interfere with the Company's business relations

10.3 Competition with Consent of Members. However, a Member may take an action inconsistent with Sections 10.2.1-3 if the Member discloses all material facts to the Company and if the action is approved by Members holding at least a majority of the Voting Interests.

10.4 Members' Duty in Doing Business with the Company. If the Company has more than one Member, no Member shall engage directly or indirectly in any business arrangement with the Company on the Member's own behalf or on behalf of any disclosed or undisclosed third party in which the Member has an interest unless:

10.4.1 The Member makes full disclosure to the other Members about the arrangement; and

10.4.2 The arrangement is approved by Members (including the Member making the disclosure) holding 51% of the Voting Interests of the Company.

The terms of any business arrangement or transaction permitted under this Section 10.4 shall be arm's-length terms. The exception will be any Business Management Agreement, whereby it is acknowledged and accepted that Members David Roeser and Peter Kordell may also be owners of the Farms managed by The Alliance Partnership, LLC. As owners of both the Farm(s) and The Alliance Partnership, LLC, it is understood that the any and all Business Management Agreement(s) is (are) considered part of the original Organizing Articles and does not require a vote by the Members. Garden Fresh Farms will be the manufacturer of the equipment to be used on the Farm(s) that are managed by The Alliance Partnership and Garden Fresh Farms or its assigned agent will provide distribution services for the Farms' products. It is hereby disclosed that David Roeser is the owner of Garden Fresh Farms. No further action is required by the Members.

10.5 Members' Duty of Confidentiality. In the absence of a final order to the contrary by a court or administrative agency of competent jurisdiction, each Member shall maintain in confidence all information relating to the Company and all information in the possession or control of the Company that is reasonably identified as confidential in the Company's records or that the Member knows or reasonably should know requires confidentiality in the Company's best interest. This Section 10.5 shall bind each Member while a Member and permanently thereafter except with respect to confidential information that becomes publicly known through no fault of the Member.

Notwithstanding the prohibitions of Section 10.5, the managing members will be allowed to disclose relevant financial information when necessary with lending and banking institutions, and with prospective new investors provided prospective investors sign the non-disclosure document, Exhibit B.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. All notices and other communications to a Member required or permitted hereunder shall be in writing and shall be delivered in person, by registered or certified mail, postage prepaid, return receipt requested, by a generally recognized express air courier service, or by electronic mail or facsimile or other generally accepted means of electronic transmission, addressed as set forth under the name of such Member on Exhibit A attached hereto (or any change of address duly delivered by a Member to the Company) or on the official records of the Company.

11.2 Partition. No Member shall have the right to partition any property of the Company, nor shall a Member make application to any court or authority having jurisdiction over such matters or commence or prosecute any action or proceeding for partition and the sale thereof. Upon any breach of the provisions of this Section by a Member, each other Member (in addition to all rights and remedies available at law or in equity) shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

11.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Members with respect to the subject matter hereof. All prior or contemporaneous agreements with respect to the Company between the Members, whether written or oral, are merged herein and shall be of no force or effect.

11.4 Amendment and Waivers. No amendment of this Agreement shall be binding unless executed in writing by Members holding at least 75% of the Voting Interests (except for the signature page and Exhibit A which shall be amended as necessary in accordance with this Agreement). No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

11.5 Governing Law. This Agreement is intended to be performed in the State of Minnesota and the laws of that State shall govern its interpretation and effect without regard to its conflicts of law principles.

11.6 Severability. The parties hereto agree that if any provision contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be incapable of being construed or limited in a manner to make it enforceable, or is otherwise held by such court to be illegal, null or void or against public policy, the remaining provisions contained in this Agreement shall not be affected thereby.

11.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but

the rights and obligations of the parties hereto shall not be assignable by any party hereto except as expressly provided otherwise in this Agreement.

11.8 Interpretation. All uses of the words “Article(s)” and “Section(s)” in this Agreement are references to articles and sections of this Agreement, unless otherwise specified. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable.

11.9 Attorney Fees. In the event any party brings an action to enforce any provisions of this Agreement, whether such action is at law, in equity, or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney fees and court costs.

11.10 Counterparts. For the convenience of this parties hereto, this Agreement may be executed in any number of identical original counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same agreement.

11.11 No Third Party Beneficiary. Any agreement herein contained, express or implied, shall be only for the benefit of the Members and their respective heirs, successors and permitted assigns, and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other party whomsoever.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

Company
The Alliance Partnership, LLC

Name:
Title: President

Initial Member:

EXHIBIT A
TO
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
The Alliance Partnership, LLC

<u>Initial Member(s) and Address</u>	<u># of Units</u>	<u>Capital Contribution</u>
Jerry Address	XXXX	\$
David Roeser 6179 Partridge Ct. Lino Lakes, MN 55110	100	\$
Name Address	100	\$
Name Address	100	\$
Name Address	100	\$
Name Address	100	\$

The Initial Manager(s) of the Company are as follows:

The Initial Officers of the Company are as follows:

President:
Executive
Secretary:
Treasurer:

[The remainder of this page was intentionally left blank.]