

APPENDIX C

TABLE OF CONTENTS

**IWIG FAMILY FARM, LLC
OPERATING AGREEMENT**

Index to Definitions:

Articles	-1-
Assignee	-12-
Code	-4-
Company	-1-
Deficit Capital Account	-6-
Initial Member	-1-
Interest	-4-
Losses	-7-
Manager	-8-
Profits	-7-
Regulations	-4-
Tax Matters Manager	-8-
Terminating Member	-14-
Termination Value	-14-
 I. <u>ORGANIZATION</u>	-1-
1.1 <u>Ratification</u>	-1-
1.2 <u>Location</u>	-1-
1.3 <u>Registered Office and Agent</u>	-1-
1.4 <u>Powers and Business</u>	-1-
1.5 <u>Title to Property</u>	-1-
 II. <u>MEMBERS</u>	-1-
2.1 <u>Limitations</u>	-1-
2.2 <u>Investment Representations</u>	-1-
2.3 <u>Authority of Member</u>	-1-
2.4 <u>Fiduciary Relationship</u>	-2-
2.5 <u>Other Business</u>	-2-
2.6 <u>Salaries, Fees and Expenses</u>	-2-
 III. <u>MEMBER MEETINGS AND VOTING</u>	-2-
3.1 <u>Meetings</u>	-2-
3.2 <u>Form of Notice</u>	-2-
3.3 <u>Waiver of Notice</u>	-2-
3.4 <u>Action Without Meeting</u>	-2-
3.5 <u>Proxy</u>	-3-
3.6 <u>Quorum</u>	-3-
3.7 <u>Voting</u>	-3-
3.8 <u>Extraordinary Transactions</u>	-3-

3.9	<u>Minutes</u>	-3-
3.10	<u>Suspension of Voting Rights</u>	-3-
3.11	<u>Restoration of Voting Rights</u>	-4-
IV.	<u>CAPITAL</u>	-4-
4.1	<u>Capital Account</u>	-4-
4.2	<u>Initial Capital</u>	-4-
4.3	<u>Additional Capital</u>	-5-
4.4	<u>Valuation</u>	-5-
4.5	<u>Loans</u>	-5-
4.6	<u>Certificates</u>	-5-
4.7	<u>Replacement Certificates</u>	-5-
V.	<u>ALLOCATIONS, DISTRIBUTIONS AND FINANCIAL</u>	-6-
5.1	<u>Allocation of Profits</u>	-6-
5.2	<u>Allocation of Losses</u>	-6-
5.3	<u>Qualified Income Offset</u>	-6-
5.4	<u>Curative Allocations</u>	-6-
5.5	<u>Distributions</u>	-6-
5.6	<u>Profits and Losses Defined</u>	-7-
5.7	<u>Insurance</u>	-7-
5.8	<u>Fiscal Year and Accounting</u>	-7-
5.9	<u>Bank Accounts</u>	-8-
5.10	<u>Books and Records</u>	-8-
VI.	<u>MANAGEMENT</u>	-8-
6.1	<u>Management</u>	-8-
6.2	<u>Manager or Managing Member</u>	-8-
6.3	<u>Meetings and Voting</u>	-8-
6.4	<u>Certain Powers of Managers</u>	-8-
6.5	<u>Limitations on Authority</u>	-10-
6.6	<u>Liability for Certain Acts</u>	-10-
6.7	<u>Fiduciary Relationship</u>	-10-
6.8	<u>No Exclusive Duty to Company</u>	-10-
6.9	<u>Resignation</u>	-11-
6.10	<u>Removal</u>	-11-
6.11	<u>Vacancies</u>	-11-
6.12	<u>Compensation and Reimbursement</u>	-11-
6.13	<u>Right to Rely on the Managers</u>	-11-
6.14	<u>Indemnification</u>	-11-
VII.	<u>CHANGES IN MEMBERSHIP</u>	-12-
7.1	<u>New Members</u>	-12-

7.2	<u>Transfers and Assignees</u>	-12-
7.3	<u>Resignation</u>	-13-
7.4	<u>Termination Events</u>	-13-
7.5	<u>Withdrawal</u>	-13-
7.6	<u>Expulsion</u>	-13-
7.7	<u>Death or Dissolution of a Member</u>	-13-
7.8	<u>Buy-Sell</u>	-14-
VIII.	<u>DISSOLUTION OF COMPANY</u>	-15-
8.1	<u>Dissolution</u>	-15-
8.2	<u>Duration</u>	-15-
8.3	<u>Winding Up</u>	-15-
IX.	<u>INTERPRETATION</u>	-15-
9.1	<u>Benefit</u>	-15-
9.2	<u>Headings</u>	-15-
9.3	<u>Law</u>	-16-
9.4	<u>Specific Performance</u>	-16-
9.5	<u>Complete Agreement</u>	-16-
9.6	<u>Severability</u>	-16-
9.7	<u>Non-Waiver</u>	-16-
	Signatures	-16-
	<u>SCHEDULES</u>	
4.1	Interest	-17-
4.2	Capital Accounts	-18-
7.1	Additional Members	-19-

IWIG FAMILY FARM, LLC

OPERATING AGREEMENT

THIS AGREEMENT is adopted effective the ____th day of April, 2010, by TIM G. IWIG and LAUREL D. IWIG of Tecumseh, Kansas, hereinafter referred to as the "**Initial Members**."

Words in bold type shall have the meanings defined in the text of this Agreement.

I. ORGANIZATION

1.1 **Ratification**. The Initial Members hereby ratify the formation under the laws of the State of Kansas of this family farm limited liability agricultural company known as IWIG FAMILY FARM, LLC (the **Company**) pursuant to the attached Articles of Organization (the **Articles**), the terms of which are hereby adopted and incorporated into this Agreement.

1.2 **Location**. The principal place of business of the Company shall be located in Topeka, Kansas, or such other locations as the members may hereafter designate.

1.3 **Registered Office and Agent**. The members reserve the power to change the registered office and/or registered agent designated in the records of the Kansas Secretary of State.

1.4 **Powers and Business**. This Company shall have all the power and authority of a family farm limited liability agricultural company to engage in farming and ownership of agricultural land, as well as any other lawful act or activity under the laws of the State of Kansas except the rendering of professional services, and to engage in all activities necessary, customary, convenient or incidental to its business and purposes.

1.5 **Title to Property**. Commencing upon formation of the Company, any real or personal property of the Company shall be acquired, held and disposed of only in the name of the Company.

II. MEMBERS

2.1 **Limitations**. This Company's members shall consist of the Initial Members and/or such other related persons or fiduciaries as qualify for membership under this Agreement or the Company's Articles, and are signatories to this Agreement.

2.2 **Investment Representations**. Each member and the assignee of any member hereby represents and warrants to the Company that the acquisition of an Interest of the Company is made as a principal for such person's own account for investment purposes only and not with a view to the resale or distribution of such Interest or any portion thereof.

2.3 **Authority of Member**. Without written approval of all members, no member shall in the name of the Company endorse any note, or act as an accommodation party, or otherwise become surety or guarantor for any person; or borrow or lend money, or make, deliver or accept any

commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company; nor assign, pledge, mortgage, grant a security interest in, or otherwise encumber his or her interest in the Company or its capital assets or property, or enter into any agreement as a result of which any person shall become interested with him or her in the Company; or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary business of the Company.

2.4 Fiduciary Relationship. Each member shall account to the Company and the other members for any benefit from any transaction in connection with the formation, conduct, or dissolution of the Company, or from any use by such member of Company property, and shall hold as trustee for the Company and the other members any profits derived by him or her without the consent of the other members.

2.5 Other Business. Each member shall devote only such time and attention to the business of this Company as is necessary and may freely engage in other business and entities, including those in competition with this Company, unless the member is also a manager.

2.6 Salaries, Fees and Expenses. Members may receive such salaries or fees for their services as shall be determined by the members, and be reimbursed for amounts necessarily expended or obligations incurred in furtherance of Company business and as approved by the managers. The Company shall reimburse the members for the legal expenses reasonably incurred by them in connection with the formation, organization and capitalization of the Company, including the legal fees incurred in connection with negotiating and drafting this Agreement. Such salaries, fees and expense reimbursements shall be treated as expenses of the Company in determining net profits or net losses.

III. MEMBER MEETINGS AND VOTING

3.1 Meetings. Annual or other regular meetings of members are not required by this Agreement, but special meetings of members may be called at any time by the managers or by members holding not less than one-fifth of the Interests of the Company upon a minimum of ten days and not more than thirty days written notice, or upon a waiver of notice signed by all members.

3.2 Form of Notice. Notice shall be deemed to have been given if sent by mail or delivered by other means of written or electronic communication to the members of record of the Company.

3.3 Waiver of Notice. Whenever notice is required to be given to a member, a waiver in writing signed by the person or persons entitled to the notice, whether made before or after the time for notice to be given, is equivalent to the giving of notice.

3.4 Action Without Meeting. Members may take action without a meeting if all of the persons who would be entitled to vote at a meeting sign a writing waiving the meeting and setting

forth the action agreed to. Unless otherwise restricted by law, members may participate in meetings by conference telephone or similar communications media which permit all participants to hear each other.

3.5 Proxy. Members may execute a written proxy which shall be valid for not longer than three years unless the person executing it specifies therein a different length of time for which such proxy is to continue in force.

3.6 Quorum. The presence in person or by proxy of persons entitled to vote a majority of the Interests of the Company shall constitute a quorum for the transaction of business.

3.7 Voting. The member with the greatest Interest shall preside at all meetings of members. Voting shall be by Interest, and a decision by the member or members having a majority of the Interests shall be final unless otherwise provided in this Agreement. In the event the votes of the members are equally deadlocked, then the vote of John Duncan shall decide the issue.

3.8 Extraordinary Transactions. A transaction not in the ordinary course of the business or affairs of the Company, including merger or consolidation with another entity, must be approved by two-thirds of the Interests of the Company.

3.9 Minutes. A permanent record shall be maintained at the company's principal office of minutes of all meetings or consents to action signed by the members.

3.10 Suspension of Voting Rights. A member's right to vote or participate in making decisions affecting the Company shall be suspended and the member shall become an assignee upon the occurrence of any of the following events:

- (a) The member resigns from the Company pursuant to Section 7.3;
- (b) The member breaches any of the terms of this Agreement including, without limitation, an unauthorized transfer of a member's Interest, which shall give the unauthorized transferee no right to vote or participate in the management of the Company;
- (c) The member is convicted of a felony;
- (d) The member converts any material assets of the Company to personal use without the consent of the other members;
- (e) The member files a petition for relief under any chapter of the United States Bankruptcy Code, or makes an assignment of such member's assets for the benefit of creditors, or a receiver is appointed for any material portion of the member's assets, or the member or a creditor institutes any proceedings under state law providing for the relief of debtors or the readjustment of debts;

(f) The member is determined to be permanently disabled by the other members, whose decision shall not be arbitrary, capricious or unreasonable. For purposes of this Agreement, "disability" shall mean the lack of capacity of any member to make or communicate responsible decisions concerning the Company business, and "permanent" shall mean the continual existence of a condition of disability for three months or more. In the event of a dispute over the existence of a condition of disability, the allegedly disabled member shall submit to an examination by a medical doctor or doctors designated by the remaining members until a decisive written opinion is rendered as to whether the member is disabled within the terms of this Agreement; or

(g) The death of a member, which shall not give rise to any voting or management rights of the heirs, estate or personal or legal representative unless the deceased member was the sole remaining member.

The Interest of the suspended member shall not be counted in determining the number of affirmative votes specified in this Agreement.

3.11 Restoration of Voting Rights. A member's suspended right to vote or participate in making decisions affecting the Company under the preceding section shall be restored in the event such member returns to the status existing prior to the event causing suspension, and thereafter such member's Interest shall be counted in determining necessary affirmative votes.

IV. CAPITAL

4.1 Capital Account. A separate capital account shall be maintained for each member. Each member's proportionate ownership of the total capital shall be his or her **Interest** in the Company, which shall be expressed as a percentage of the total of all capital accounts, as shown on the attached Schedule 4.1. No member shall be entitled to withdraw or receive a return of any part of his or her capital account except by express agreement among all members or as otherwise provided by law. No interest shall be paid on the capital accounts. Throughout the life of the Company each member's capital account shall be maintained in accordance with the Internal Revenue Code, as amended (the **Code**) and applicable proposed, temporary and final Treasury Regulations promulgated under the Code (the **Regulations**). Members shall make such adjustments as are necessary or appropriate to maintain equality between the capital accounts of the members and the amount of Company capital reflected on the Company's balance sheet as computed for book purposes, in accordance with the Code and the Regulations, and shall make other appropriate modifications in the event unanticipated events might cause this Agreement not to comply with the Code or Regulations.

4.2 Initial Capital. The initial capital of the Company shall be contributed by each member in cash or other property. The initial value of each member's capital account resulting from such contributions shall be equal to the cash and the fair market value of the property (net of

liabilities assumed or to which the property is subject) contributed by the member to the Company as shown on the attached Schedule 4.2.

4.3 Additional Capital. After completing the agreed initial contribution, no member shall be required to make any additional contribution beyond any required by law except upon unanimous consent of the members which specifies any change in Interests resulting from such additional contribution; provided, no member shall be required to restore a deficit balance in such member's capital account. However, if any member refuses or is unable to contribute his or her proportionate share, any other member may make up any deficit and the contributing member's capital account will be increased. Upon payment of such additional capital, Schedules 4.1 and 4.2 shall be amended.

4.4 Valuation. The market value of Company assets without deduction of Company liabilities shall be fixed after the end of each fiscal year, or immediately after any material change in assets, by agreement among the members. Such valuations shall be signed by each member and permanent records of such valuations shall be maintained with the Company books and records.

4.5 Loans. By agreement between any member and the Company, a member may loan money to, or borrow money from, the Company on such terms and conditions as may be agreed upon. In such event the member's capital account shall not be changed, except by separate agreement among the members.

4.6 Certificates. Upon the vote of members holding a majority of Interests, the Company shall issue written certificates to each member which evidence the Interest held by each member. In the event of subsequent adjustments of the Interests held by each member which differ from the numbers evidenced by the certificates, the books and records of the Company shall be binding and authoritative for all purposes.

4.7 Replacement Certificates. The Company shall issue a new certificate in place of any certificate previously issued under the following circumstances:

- (a) Upon the transfer of an Interest in accordance with this Agreement, the Company shall issue a replacement certificate to the permitted assignee of an Interest.
- (b) After adjustment of member Interest as provided in this Agreement, the Company shall issue new certificates to the members upon surrender of the previous certificate.
- (c) If a certificate has been lost, stolen or destroyed, the Company shall issue a new certificate upon receipt from the member of an affidavit which describes the facts demonstrating that the certificate has been lost, stolen or destroyed. A majority of the other members may require the requesting member to deliver a bond to the Company in a surety acceptable to such members to indemnify the Company against any claim which may be made on account of the alleged loss, destruction or theft of the certificate. The other

members may impose any other reasonable requirements prior to issuance of a replacement certificate.

V. ALLOCATIONS, DISTRIBUTIONS AND FINANCIAL

5.1 Allocation of Profits. Income, gain and Profits (as defined in Section 5.6) shall be allocated to the members and shall be credited to each member's capital account (exclusive of credits) as follows: (a) First, to the capital accounts of those members who have a **deficit capital account** (as defined in the Regulations), in amounts required to bring their capital account balances to zero; and (b) thereafter, pro rata to all members in proportion to their respective Interests as of the effective date of the allocation.

5.2 Allocation of Losses. Losses (as defined in Section 5.6) and deductions shall be allocated to all members and shall be charged to each member's capital account pro rata in proportion to their respective Interests as of the effective date of the allocation, provided, such Losses shall not be allocated to cause any member to have a deficit capital account at the end of the year. Such reallocation of Losses to a member with a positive capital account balance shall remain in effect only until all members have capital account balances of zero so as to allocate the maximum permissible Losses to each member under the Regulations.

5.3 Qualified Income Offset. To insure a "qualified income offset" in compliance with Regulation Section 1.704-1(b)(2)(ii)(d), a member whose capital account is reduced because such member unexpectedly receives an adjustment, allocation or distribution as described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) shall be allocated items of income and gain (consisting of a pro rata portion of each item of company income, including gross income and gain for such year) in an amount and manner sufficient to eliminate any deficit balance as quickly as possible, provided, an allocation pursuant to this Section 5.3 shall only be made to the extent that the member would have a deficit capital account after all other allocations in this Article V have been made.

5.4 Curative Allocations. The allocations set forth in this Article V are intended to comply with certain requirements of the Regulations. Notwithstanding any other provisions of this Article V, the Company shall make such special allocations as the members may determine so that, after such offsetting allocations are made, each member's capital account balance is, to the extent possible in accordance with the Code and Regulations, equal to the capital account balance such member would have had if the allocations in Section 5.3 were not part of this Agreement and all items of gain and loss were allocated pursuant to Sections 5.1 and 5.2.

5.5 Distributions. Distributions to members may be made when current funds are available without impairment of future needs and if, after such distributions, the assets of the Company would exceed all liabilities except liabilities to members for their Interests. Distributions attributable to operations of the Company shall be made at such time as determined by the managers. All amounts withheld pursuant to federal, state or local tax law with respect to any payment or distribution to the members from the Company shall be treated as amounts distributed to the relevant

member or members pursuant to this Section 5.5. All such distributions shall be made to all members pro rata in proportion to their respective Interests as of the effective date of the distribution.

5.6 Profits and Losses Defined. For each fiscal year of the Company, **Profits and Losses** shall mean an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code, with the following adjustments:

(a) Any items of income, gain, loss and deduction allocated to members pursuant to previous Sections of this Article V shall not be taken into account in computing Profits or Losses;

(b) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses (pursuant to this definition) shall be added to such taxable income or loss;

(c) Any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Profits and Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(d) The amount of any adjustment in the gross asset value of any Company asset shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses; and

(e) To the extent that an adjustment to the adjusted tax basis of any Company asset is required under the Code or the Regulations to be taken into account in determining capital accounts as a result of a distribution other than in liquidation of an Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses.

5.7 Insurance. The Company shall purchase sufficient liability and casualty insurance to fully protect the financial interest of all members. The life of each member may be insured for a sum at least equal to the value of his or her Interest as determined from the preceding sections of this Agreement, with proceeds payable to the surviving members as beneficiary. Premiums for such policies may be paid by the Company, either through purchase of new policies or assignment of existing policies.

5.8 Fiscal Year and Accounting. The Company shall adopt a calendar year as its fiscal year and shall utilize the cash basis accounting method. Within 120 days after the close of each fiscal year a full, true and accurate account shall be made in writing of all of the assets and liabilities of the Company, and of all its receipts and disbursements, and the assets, liabilities and income, both gross and net, shall be ascertained, and the net profits or net losses shall be fixed and determined, and the capital accounts of each member shall thereupon be credited or debited, as the case may be, with his or her share of such net profits or losses as determined by the preceding sections of this Agreement.

5.9 Bank Accounts. All funds of the Company shall be deposited in such financial institutions as shall be approved by the members, and withdrawals therefrom may be made only as authorized by the members.

5.10 Books and Records. The Company books and records shall be maintained at the principal office of the Company or at such other location as shall be approved by the members. Such books and records shall include the Articles of Organization, this Operating Agreement and any amendments thereto, the names and last known mailing address of each member, state and federal tax returns for at least three prior years, minutes and consents to action of members and managers, and the annual valuation of company assets. Each member shall have access to and the right to inspect and copy such books and all other Company records at any reasonable time, and no manager shall have any right or authority to deny such rights of a member. Members shall not divulge trade secrets or confidential business information of the Company except pursuant to lawful authority.

VI. MANAGEMENT

6.1 Management. The business and affairs of the Company shall be managed by the managers for the best interests of the Company and the members. They shall have general supervision, direction and control of the property, business and affairs of the company and make all decisions relating thereto, subject to the control of the members.

6.2 Manager or Managing Member. One or more of the members or one or more non-members may be designated by a vote of a majority of the Interests to be the **manager** or **managers**. The powers and authority of a managing member or an outside manager shall be identical. A manager shall hold office until resignation or removal pursuant to this agreement. Until changed by vote of the members, the initial managing member shall be Tim G. Iwig, who shall also be the **tax matters manager** with the duties of a tax matters partner under Section 6231 of the Code.

6.3 Meetings and Voting. Meetings of the managers may be called by any manager. When possible, notice of any meeting shall be given by any reliable method at least twenty-four hours prior to the meeting. Proxies shall not be allowed. If the Company has more than one manager, decisions of the managers shall be made by a majority of the total number of managers. Managers may take action without a meeting if all those entitled to vote at the meeting sign a writing waiving the meeting and setting forth the action agreed to. Managers may participate in meetings by conference telephone or similar communications media which permit all participants to hear each other. Records of all minutes or consents shall be maintained.

6.4 Certain Powers of Managers. Without limiting the generality of Section 6.1 but subject to the limitations of Section 6.5, the Managers shall have power and authority, on behalf of the Company:

- (a) To acquire property from any person as the managers may determine. The fact that a manager or a member is directly or indirectly affiliated or connected with any such person shall not prohibit the managers from dealing with that person;
- (b) To borrow money for the Company from banks, other lending institutions, the managers, members, or affiliates of the managers or members on such terms as the managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in Company property to secure repayment of the borrowed sums;
- (c) To purchase liability and other insurance to protect the Company's property and business;
- (d) To hold and own any Company real and/or personal properties in the name of the Company;
- (e) To invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- (f) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of Company property; assignments; bills of sale; leases; partnership agreements, operating (or limited liability company) agreements of other limited liability companies; and any other instruments or documents necessary, in the reasonable opinion of the managers, to the conduct of the business of the Company;
- (g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (h) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;
- (i) To execute and file such other instruments, documents and certificates which may from time to time be required by the laws of the State or any other jurisdiction in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid existence of the Company;
- (j) To open bank accounts in the name of the Company, and to be the sole signatory thereon, unless the members determine otherwise; and
- (k) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

6.5 Limitations on Authority. Notwithstanding any other provision of this Agreement, the managers shall not cause or commit the Company to do any of the following without the express written consent of members holding a two-thirds Interest:

- (a) Sell or otherwise dispose of all or substantially all of the Company property, or any Company property other than in the ordinary course of business;
- (b) Incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a member if, after such financing, the aggregate indebtedness of the Company could not reasonably be expected to be repaid;
- (c) Lend money to or guarantee or become surety for the obligations of any person;
- (d) Compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of \$10,000; or
- (e) Cause the Company to commence a voluntary case as debtor under the United States Bankruptcy Code.

6.6 Liability for Certain Acts.

- (a) The managers do not, in any way, guarantee the return of the members' capital contributions or a profit for the members from the operations of the Company.
- (b) The managers shall not be liable to the Company or to any member for any loss or damage sustained by the Company or any member (or successor thereto), except to the extent, if any, that the loss or damage shall have been the result of gross negligence, fraud, deceit, willful misconduct, or breach of this Agreement.

6.7 Fiduciary Relationship. Each manager shall account to the Company and the members for any benefit from any transaction involving Company assets or liabilities, and shall hold as trustee for the Company and the members any profits realized by such manager from such transaction.

6.8 No Exclusive Duty to Company. The managers shall have no exclusive duty to act on behalf of the Company. Each manager may have other business interests and may engage in other activities which are not in business competition with the Company. Neither the Company nor any manager shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of any other manager or member. No manager shall incur any liability to the Company or to any of the members as a result of engaging in any other business or venture, except as specified in this Agreement.

6.9 Resignation. Any manager may resign at any time by giving written notice to the members. The resignation of any manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a manager who is also a member shall not affect the manager's rights as a member.

6.10 Removal. At a meeting called expressly for that purpose, all or any lesser number of managers may be removed at any time by the affirmative vote of members holding a majority Interest determined without regard to any Interest held by the manager. The removal of a manager who is also a member shall not *ipso facto* affect the manager's rights as a member and shall not constitute a withdrawal of a member.

6.11 Vacancies. Any vacancy occurring for any reason in the number of managers, or any manager's position to be filled by reason of an increase in the number of managers, shall be filled by the affirmative vote of members holding a majority Interest.

6.12 Compensation and Reimbursement. The compensation of the managers shall be fixed from time to time by an affirmative vote of members holding at least a majority Interest, and no manager shall be prevented from receiving such compensation by reason of also being a member. Managers shall be reimbursed for amounts necessarily expended or obligations incurred in furtherance of Company business

6.13 Right to Rely on the Managers. Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any manager as to:

- (a) The identity of any manager or member;
- (b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any manager or which are in any other manner germane to the affairs of the Company;
- (c) The persons who are authorized to execute and deliver any instrument or document of the Company; or
- (d) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any member.

6.14 Indemnification. Managers shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

- (a) In any threatened, pending or completed action, suit or proceeding to which a manager was or is a party or is threatened to be made a party by reason of being a manager of the Company (other than an action by or on behalf of the Company) involving an alleged

cause of action for damages arising from the performance of activities on behalf of the Company, the Company shall indemnify such manager against expenses, including attorneys' fees, judgments and amounts paid in settlement, actually and reasonably incurred by the manager in connection with such action, suit or proceeding, if the manager acted in good faith and in a manner the manager reasonably believed to be in or not opposed to the best interests of the Company, and provided that the conduct of the manager has not been found by a nonappealable court judgment, order, decree or decision to constitute fraud, deceit, gross negligence, willful or wanton misconduct, a wrongful taking or a breach of fiduciary obligations to the members. The termination of any action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that the manager did not act in good faith and in a manner which the manager reasonably believed to be in or not opposed to the best interests of the Company.

(b) To the extent a manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) above, or in defense of any claim, issue or matter therein, the Company shall indemnify the manager against the expenses, including attorneys' fees, actually and reasonably incurred in connection therewith.

(c) The indemnification set forth in this Section 6.14 shall in no event cause the members to incur any liability beyond their total capital contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the members to any third party.

VII. CHANGES IN MEMBERSHIP

7.1 New Members. New members or proposed transferees of the Interest of an existing member who are qualified for membership in this family farm company may be admitted to the Company only after (a) the unanimous consent of all existing members; (b) execution of amendments to Schedules 4.1 and 4.2 of this Agreement specifying any changes in the amount of Company capital and the reallocation of Interests among the members; (c) execution of Schedule 7.1 evidencing that such new members shall thereafter be bound by this Agreement, as thus amended; and (d) receipt by the Company of the amount of capital, if any, required by such amendment.

7.2 Transfers and Assignees. A member may not assign or otherwise transfer such member's Interest without the prior written consent of all other members, except as provided in this Agreement. In the event of an unauthorized assignment or transfer, voluntary or involuntary, of a member's Interest without compliance with this Agreement, the **assignee** of the Interest who qualifies as a member shall have no right to vote or otherwise participate in the management of the business or affairs of the Company, but shall be entitled to share in profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, credit or similar item to which the assigning member was entitled, to the extent of the Interest assigned. An unqualified assignee shall acquire no rights whatsoever.

7.3 Resignation. Notwithstanding anything to the contrary in this Agreement, a member may resign from further participation in the Company without withdrawal prior to the dissolution and winding up of the Company. Upon such resignation the member shall be deemed to be an assignee and to have only the rights of an assignee of such member's Interest. A resigned member is not released from the member's liability, if any, to the Company. The resigned member is not entitled to receive the value of the member's Interest until withdrawal as provided in this Agreement.

7.4 Termination Events. Membership in the Company may be terminated pursuant to this Agreement by authorized transfer, withdrawal, involuntary expulsion, dissolution of a member entity, or the death of a member. In instances of expulsion, dissolution or death, the Interest of the terminating member shall be transferred pursuant to Section 7.8 of this Agreement. Upon withdrawal of a member, the termination value of the Interest of the withdrawing member shall be paid pursuant to Section 7.5 of this Agreement.

7.5 Withdrawal. A member has the right to withdraw the member's Interest upon resignation, retirement or other voluntary withdrawal upon 60 days prior written notice to the other members, or at any time with the unanimous written consent of all other members, or upon closing of a buy-sell agreement among the withdrawing member and a remaining member or members which provides for the acquisition of the withdrawing member's Interest by the remaining member or members. The withdrawing member shall communicate the proposed terms of such buy-sell agreement to any and all other members who are not then parties to the buy-sell agreement, and such other members shall thereafter have ten days to become a party to the buy-sell agreement and to participate pro rata by Interest in acquiring the withdrawing member's Interest. If the other members who are not parties to the buy-sell agreement do not so notify the withdrawing member within ten days, then the proposed parties to the buy-sell agreement may consummate the transaction without the participation of the other members. In the absence of any other agreement, the termination value of a withdrawing member's Interest as computed pursuant to Section 7.8(b) and (c) of this Agreement shall be distributed from the assets of the Company within 30 days after the effective date of withdrawal.

7.6 Expulsion. A member may be involuntarily expelled with or without cause by the unanimous vote of all other members, so long as such other members together hold a majority of Interests and at least one member remains thereafter. In such event the expelled member shall be treated as a terminating member pursuant to Section 7.8 of this Agreement.

7.7 Death or Dissolution of a Member. In the event of the death of a member or the legal dissolution of a member entity, the deceased or dissolved member shall be treated as a terminating member pursuant to Section 7.8 of this Agreement, unless the remaining members vote to permit transfer of the Interest to the member's heir, beneficiary or other qualified successor in interest.

7.8 Buy-Sell.

(a) An expelled, dissolved or deceased member shall be treated as a **terminating member** for purposes of this Agreement. At the option of the remaining member or members, either (i) the remaining member(s) shall buy, or (ii) the Company shall distribute assets in exchange for, the Interest of the terminating member for the termination value computed pursuant to this section. In either event, the estate, heirs or other authorized representative of the terminating member shall transfer such Interest to the acquiring party upon receipt of payment of the termination value. Subject to any different agreement among them, each remaining member shall purchase the same percentage of the terminating member's Interest as the Interest of such remaining member before the purchase, excluding the Interest of the terminating member.

(b) If capital accounts have not been adjusted pursuant to Section 4.1 and Article V of this Agreement within the year prior to termination because an agreed valuation pursuant to Section 4.4 has not been made, or if a material change in assets has occurred since the last valuation, then within thirty (30) days after expulsion, dissolution, death or notice of withdrawal the remaining member(s) and a representative of the terminating member shall either agree upon an appraiser, or shall each name a qualified appraiser who together shall select a third appraiser, and the agreed appraiser or the three appraisers shall within sixty (60) days after the event render their opinion of the fair market value of the Company's assets. The report of a majority of the three appraisers shall be binding and final.

(c) The **termination value** owed to the terminating member as of the date of withdrawal, expulsion, dissolution or death shall be the total of the following elements:

- (i) Any salaries, fees or expenses owed to the member, plus or minus
- (ii) The outstanding principal balance and accrued interest of any loans between the member and the Company, plus or minus
- (iii) Any undistributed profits or losses which are available for distribution pursuant to this Agreement, plus or minus
- (iv) The balance of the member's capital account.

(d) Payment of the termination value for the terminating member's Interest shall be made in full not later than one (1) year following expulsion, dissolution or death.

(e) If the Company or the remaining member(s) are unable or unwilling to acquire the Interest of the withdrawing or terminating member in accordance with this Agreement, the member or representative of the terminating member may forthwith seek dissolution of the Company.

VIII. DISSOLUTION OF COMPANY

8.1 Dissolution.

(a) This Company shall not be dissolved upon the withdrawal, death, retirement, expulsion, bankruptcy, dissolution or occurrence of any other event which terminates the continued membership of a member, unless the remaining member(s) agree by unanimous written consent not to continue the business of this Company, or unless no member remains and the personal representative of the last remaining member does not agree to continue the Company.

(b) This Company shall be dissolved if the voting rights of all members are suspended pursuant to Section 3.10, or if the Company has no assets.

(c) This Company may be dissolved at any time upon agreement of those members holding two-thirds of the Interests.

(d) This Company may, but need not, be dissolved by a court of competent jurisdiction upon application by the representative of a terminating member pursuant to Section 7.8(e).

8.2 Duration. If not sooner dissolved pursuant to Section 8.1, this Company shall have perpetual existence.

8.3 Winding Up. Unless otherwise required by law or agreed among the members, upon dissolution the assets of the Company shall be applied to payment of the liabilities of the Company in the following order:

- (a) Expenses of dissolution, including professional fees;
- (b) Those owing to creditors other than members;
- (c) Those owing to members other than for capital; and
- (d) Those owing to members in respect of capital in proportion to their Interests.

IX. INTERPRETATION

9.1 Benefit. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, legatees, personal and legal representatives, trustees, conservators, successors and assigns of the members.

9.2 Headings. The various headings used in this Agreement are for convenience only and shall not be used in interpreting the text of the section in which they appear.

9.3 Law. This Agreement shall be governed by and construed in accordance with the internal laws, but not the laws pertaining to choice or conflict of laws, of the State of Kansas. The Revised Limited Liability Company Act, as enacted and amended in the State of Kansas, shall govern matters not specifically set forth in this Agreement.

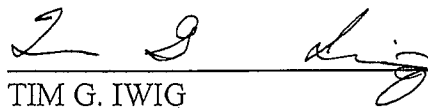
9.4 Specific Performance. In order to fully enforce and enjoy the benefits of this Agreement, any party shall be entitled, but not limited to, a judgment for a specific performance decreed by a court of competent jurisdiction in the event of a material breach by another party.


9.5 Complete Agreement. This Agreement sets forth or refers to the entire understanding of the parties. It may only be amended, modified or terminated by instruments signed by the parties hereto.

9.6 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

9.7 Non-Waiver. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

IN WITNESS WHEREOF, I have hereunto set my hand effective this 7th day of April, 2004.


TIM G. IWIG


LAUREL D. IWIG

"Initial Members"

SCHEDULE 4.1

TO

**OPERATING AGREEMENT
OF**

IWIG FAMILY FARM, LLC

The initial Interests of the Company are:

Tim G. Iwig	50 %
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Laurel D. Iwig	50 %
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DATE: April 20, 2010.

**TO
OPERATING AGREEMENT
OF
IWIG FAMILY FARM, LLC**

Tim G. Iwig \$ _____

DATE: April 20, 2010.

SCHEDULE 7.1

TO

OPERATING AGREEMENT

OF

IWIG FAMILY FARM, LLC

Each of the undersigned executes this Operating Agreement as a Member and agrees to be bound by all the terms thereof:

NAME

DATE
