AMENDED AND RESTATED MEMBER CONTROL AND OPERATING AGREEMENT OF
Food for Health LLC

THIS MEMBER CONTROL AND OPERATING AGREEMENT (the "MCO") made and entered into effective as of the 16th of January 2023 (the "Inception" date), and was duly adopted by the Board of Governors and by the Members holding a majority of the Voting Units of the Company.

WITNESSETH THAT:

WHEREAS, GoNo LLC, a Minnesota limited liability company (the "Company" or "Food for Health") was formed on September 9, 2022; and

WHEREAS, GoNo LLC, adopted and executed Amended and Restated Articles of Organization of GoNo LLC, dated September 11, 2022, attached hereto as "Schedule A"; and

WHEREAS, GoNo LLC, adopted and executed an Amendment to Articles of Organization changing the company name to "Food for Health, LLC", dated December 31, 2024, attached hereto as "Schedule B"; and

WHEREAS, the Member Control and Operating Agreement hereinunder was duly adopted by the Board of Governors and by the Members holding a majority of the Voting Units of the Company in the identical substance and form as below effective as of the 16th of January 2023; and

WHEREAS, other than addresses and the aforementioned change of name to Food for Health, LLC, no other changes have been made under any agreement or amendment of the Articles of Organization or the MCO prior to the date of execution of this Amended and Restated Member Control and Operating Agreement of Food for Health, LLC.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members agree as follows:

ARTICLE I
General

The parties hereto hereby agree that this Agreement constitutes the "member control agreement" of Food for Health within the meaning of Section 322B.37 of the Minnesota Limited Liability Company Act, as amended (the "Act"). The parties agree that the Agreement shall be effective as of the date of filing of the Articles of Organization in the office of the Secretary of State and that they shall comply with the provisions and requirements of this Agreement and that this Agreement shall govern the rights, duties and obligations of the Members, except as otherwise expressly required by the Act.

Section 1.1. Name. The name of Food for Health shall be and the business shall be conducted under the name of "Food for Health LLC".

Section 1.2. Principal Place of Business. The location of the principal place of business of Food for Health shall be 300 Southdale Center Minneapolis MN 55435 or such other place as the Board of Governors may from time to time determine (the "Principal Office").

Section 1.3. Names and Addresses of Members. The names and addresses of the Members and the respective Units owned as of January 16th, 2023 are as set forth in Schedule 1.

Section 1.4. Term of Existence. The Company shall be formed as of the time of the filing of the Articles of Organization in the Office of the Secretary of State of Minnesota and its term of existence shall be perpetual, unless earlier terminated, dissolved or liquidated in accordance with the provisions of this Agreement.

Section 1.5. Agent for Service of Process. The name and address of the agent for service of process is Food for Health LLC 7124 Lynmar Lane Edina MN 55435 until changed by the Board of Governors.

Section 1.6. Duties of Members. The only duties of the Members to Food for Health or to each other in respect of Food for Health shall be those established in this Agreement, and there shall be no other express or implied duties of the Members to Food for Health or to each other in respect of the Company.

Section 1.7. Duties of Governors and Named Officers. Each Governor and Named Officer shall owe duties of care and loyalty to Food for Health and the Members. A Governor or Named Officer shall not be personally liable to Food for Health or the Members for monetary damages for breach of fiduciary duty as a Governor or Named Officer except (a) for any breach of the Governor's or Named Officer's duty of loyalty to Food for Health or the Members; (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; or (c) for any transaction from which such Governor or Named Officer derived an improper personal benefit.

ARTICLE II
Definitions

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for the purposes of this Agreement, have the meanings herein specified. Certain other capitalized terms used herein are defined elsewhere in the Agreement.

"Act" means the Minnesota Limited Liability Company Act, as amended from time to time.

"Affiliate" or "Affiliated Person" means a company controlling, controlled by or under common control with a Member.

"Agreement" means this Member Control and Operating Agreement, as it may be amended or supplemented from time to time.

"Board of Governors" means the Board of Governors of Food for Health established pursuant to Article VI.

"Capital Account" is defined in Section 11.7 below.

"Capital Contribution" means the amount of money or the fair market value of any goods, property or services (as agreed by the Board of Governors as of the date of contribution) contributed to Food for Health by any Member.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Any reference in this Agreement to a Section of the Code or the Treasury Regulations shall be considered also to include any subsequent amendment or replacement of that Section.

"Company" means Food for Health LLC, the Minnesota limited liability company formed pursuant to the filing of the Articles of Organization in Minnesota and the terms of this Agreement.

“Deceased Member” means a Member who is deceased.

“Disposition” means and includes, but is not limited to, disposition by sale, delivery, assignment, gift, exchange, Transfer, distribution by an executor, administrator, or personal representative, encumbrance or pledge.

“Equity Member” means a Member who owns Equity Units.

“Equity Units” means the Units held by Equity Members and identified as Equity Units on Schedule 1 attached. Equity Units are non-voting and are not entitled to vote on any matter that comes before the Members.

"Fiscal Year" means the 12-month accounting period of Food for Health ending on December 31 of each year, or such other date as the Board of Governors may determine from time to time.

"Financial Rights" of a Member means a Member's rights to share in Profits and Losses and Distributions with respect to such Member's financial interest in Food for Health in accordance with the terms of this Agreement. Only Equity Units will have Financial Rights.

"Governance Rights" of a Member means all of a Member's rights as a Member in Food for Health other than such Member's Financial Rights and the right to assign such Financial Rights. Only Voting Units will have Governance Rights.

"Governor" means a person serving on the Board of Governors pursuant to Articles VI and XVI.

“Involuntary Transfer” means the following: (i) the filing by or against a Member (where not dismissed within sixty (60) days of the date of filing), of a petition in bankruptcy, a petition in insolvency, or a creditor’s arrangement pursuant to the provisions of any state or federal insolvency or bankruptcy law; (ii) the appointment of a receiver or trustee of the property of a Member by reason of said Member’s insolvency or inability to pay debts; (iii) the assignment for the benefit of creditors of any portion of a Member’s Units in the Company; (iv) the Disposition of all or any portion of a Member’s Units pursuant to a divorce decree, divorce settlement agreement, child support decree, child support settlement agreement, or any other martial dissolution proceeding; and/or (v) any other taking of all or any portion of a Member’s Units pursuant to any judgment, order, writ, execution, levy, foreclosure, attachment, garnishment, or any other legal process.

“Membership Interest” or “Interest” means an ownership interest of a Member in the Company, including, without limitation, a Member's Financial Rights, a Member's right to assign Financial Rights, a Member's Governance Rights and a Member's right to assign Governance Rights, the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under law, together with the obligations of such Member to comply with all of the terms and provisions

set forth in this Agreement and under law.

"Members" means the Persons executing this Agreement until they cease to be Members and the Persons that are hereafter admitted to Food for Health as Members in accordance with this Agreement. The initial Members

"Named Officers" is defined in Section 7.1. The Named Officers shall serve as the "managers" of Food for Health as such term is defined in the Act; provided that the Named Officers shall have only those powers, rights and obligations that are set forth in this Agreement unless otherwise expressly required by the Act.

"Net Cash Flow" means, for any specified period, an amount equal to (a) all cash revenues received by Food for Health from the operation of its business during the period, less (b) the sum of (i) cash expenditures by Food for Health during the period for operating expenses, development and construction costs, fees, including construction fees, development fees, leasing fees, financing fees and referral fees, any brokerage fees, any property management fees, taxes, insurance, and other costs and expenses in connection with the normal conduct of the Company's business, (ii) all payment by Food for Health during the period of principal of and interest on loans and other obligations of Food for Health for borrowed money, (iii) all cash expenditures by Food for Health during the period for the acquisition of property, for construction period interest and taxes and for loan fees, whether or not capitalized, and for capital improvements and/or replacements, and (iv) such reserves for maintenance, repairs, replacements, capital improvements, contingent or unforeseen liabilities or obligations and for anticipated expense as Food for Health determines during the period are reasonably necessary for the efficient conduct of the Company's business.

"Offering Member" means a Member whose Units are offered for sale to the Remaining Members and/or Food for Health pursuant to the terms of this Agreement.

"Person" means any natural person, corporation, limited liability company, association, partnership (whether general or limited), joint venture, proprietorship, governmental agency, trust, estate, association, custodian, nominee or any other individual or entity, whether acting in an individual, fiduciary, representative or other capacity.

"Principal Office" is defined in Section 1.2.

"Profits" or "Losses" mean, for each Fiscal Year the amount, if any, by which the expenses incurred by Food for Health during such fiscal year are greater or lesser than income earned during such fiscal year by Food for Health from any source whatsoever.

"Profits Interest Unit" means an interest in the future Profits and Losses of Food for Health and shall not entitle the holder thereof to any portion of the value of Food for Health as of the date that the Profits Interest Unit is issued. The holders of Profits Interest Units shall have no voting rights and shall have the economic rights set forth in this Agreement. It is the intent of the Members and Food for Health that Profits Interest Units shall represent an interest in Food for Health that qualifies as a "profits interest" within the meaning of IRS Revenue Procedure 93-27, 1993-2343 or any successor authority thereto, and such profits interest shall have no Capital Account as of the date that any such Profits Interest Units are issued. Other than as expressly set forth herein, Profits Interest Units and Equity Units will be considered identical.

"Remaining Member" means a member who is not an Offering Member or a Transferring Member, as the case may be.

"Transfer" means the sale, assignment, transfer, withdrawal, mortgage, pledge, hypothecation, exchange, or other disposition of any part or all of a Member's Membership Interest, whether or not for value and whether voluntarily, by operation of law or otherwise.

"Transfer Units" means Units, which are subject to a voluntary transfer, or involuntary transfer in accordance with Article IX.

"Transferring Member" means a Member whose Units are sold or Transferred, or proposed to be sold or Transferred, to one or more Persons.

"Treasury Regulations" or "Treas. Reg." refers to the regulations promulgated by the United States Treasury Department under the Code.

"Unit" or "Membership Unit" means a Membership Interest in Food for Health representing a fractional part of the Membership Interests of all Members equal to the quotient of one (1) divided by the total number of Units. There shall be three classes of Units: Voting Units, Equity Units and Profits Interest Units. Unless otherwise specified, references in this Agreement to "Units" shall include all Units outstanding as of the relevant date, without regard to class.

"Voluntary Transfer" means the voluntary Transfer by a Member of all or any portion the Units of the Member.

"Voting Member" means a Member who owns Voting Units.

"Voting Units" means the Units owned by the Voting Members and identified as Voting Units on Schedule 1 attached. Each Voting Unit will be entitled to one (1) vote on all matters requiring a Member vote. Voting Units will not be entitled to distributions or profit or loss allocations.

ARTICLE III
Purpose and Character of the Business

The purpose and character of the business of Food for Health shall be any lawful business purposes.

The Members, Governors and officers may, during the term of the Company, engage in and possess an interest for their respective accounts in other business ventures of every nature and description, independently or with others, and neither Food for Health nor any Member shall have any right in or to said independent ventures or any income or profits derived from said independent ventures. No Member, Governor or officer shall be required to devote his, her or its full business time and attention to the affairs of the Company, unless such Person expressly agrees otherwise in this Agreement or another written agreement.

ARTICLE IV
Members

Section 4.1. Place and Time of Meetings. Meetings of the Voting Members may be held at such

place and at such time as may be designated by the Board of Governors. Any or all Voting Members may participate in any meeting of Members by any means of conference communication through which all Voting Members may simultaneously hear each other during such meeting. For the purposes of establishing a quorum and taking any action at the meeting, Voting Members participating pursuant to this provision shall be deemed present in person at the meeting.

Section 4.2. Annual Meetings. The annual meeting of the Voting Members for the transaction of any other business as may properly come before the meeting shall be held on such business day as the Board of Governors shall determine from time to time.

Section 4.3. Special Meetings. Special meetings of the Voting Members for any purpose or purposes shall be called by the Secretary at the written demand of any one of the Voting Members holding or controlling by Proxy or Power of Attorney, at least five (5%) percent of the Voting Units in the Company at the time of the demand for the Special Meeting.. Within ten (10) days after the Secretary shall receive a proper demand to call a meeting, he or she shall cause a meeting to be duly called on a business day determined by the Secretary within thirty 30) days of the date of receipt of such request. Business transacted at any special meeting shall be limited to the purpose or purposes stated in the demand.

Section 4.4. Quorum. A quorum shall be present only if Members holding a majority of the Voting Units are present.

Section 4.5. Organization. At each meeting of the Members, the Chair or, in his or her absence, the chair chosen by the Members holding a majority of the Voting Units present and entitled to vote shall act as chair; and the Secretary or, in his or her absence, any person whom the chair of the meeting shall appoint, shall act as secretary of the meeting.

Section 4.6. Order of Business. The order of business at each meeting of the Members shall be determined by the chair of the meeting, but such order of business may be changed by the vote of the Members present who hold a majority of the Voting Units.

Section 4.7. Voting. Each Voting Member entitled to vote at a meeting of Members or entitled to express consent in writing to action without a meeting shall have one (1) vote for each Voting Unit registered in its name on the books of the Company. All matters at a meeting shall be decided by a majority vote of the number of Voting Units represented at the meeting at the time of the vote, except where otherwise required by the Act or this Agreement.

Section 4.8. Notices of Meetings. Except as the contrary is expressly provided for herein, any and all notices, reports, requests, demands, and other communications required or permitted to be given by this agreement or by any rule of law with reference to the business of Food for Health or to this agreement shall be in writing and shall conclusively be deemed to have been duly given if personally delivered, emailed (provided confirmation of sending is retained), or if enclosed in a stamped and sealed envelope, and mailed first class in the United States mails addressed to the person to whom it is authorized to be given to the last known address of such person as shown on the books and records of the Company.

Section 4.9. Proxies. Each Voting Member entitled to vote at a meeting of Members or consent to action without a meeting may authorize another Person or Persons to act for him, her or it by proxy by an instrument executed in writing and filed with the Secretary. If any such instrument designates two or

more Persons to act as proxies, any proxy may exercise all of the powers conferred by such written instrument unless the instrument shall otherwise provide. No proxy shall be valid for more than one year from the date of its execution. Subject to the above, any proxy may be revoked if an instrument revoking it or a proxy bearing a later date is filed with the Secretary.

Section 4.10. Waiver of Notice. Notice of any annual or special meeting may be waived either before, at or after such meeting in writing signed by the Member entitled to the notice. Attendance by a Member at a meeting shall constitute a waiver of notice of such meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 4.11. Written Action. Any action that may be taken at a meeting of the Members may be taken without a meeting if done in writing or consented to by authenticated electronic communications by all Voting Members who own voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all Voting Members were present, but in no event less than the Voting Members holding a majority of all Voting Units entitled to vote.

Section 4.12. Waiver of Certain Provisions. Each of the Members hereby waives in whole such Member's dissenters' rights under Sections 322B.383 and 322B.386 of the Act.

Section 4.13. Single Member. For all periods during which there is a single Voting Member of the Company, notwithstanding any contrary provision of this Agreement, such Member's actions, for all purposes, shall be duly authorized by and on behalf of the Company.

ARTICLE V
New Members; Units; Securities: Certificates

Section 5.1. Admission of New Members. The Board of Governors, subject to the required approval of the Members as set forth in section 6.14, may from time to time admit additional Members to Food for Health upon the issuance of new Voting Units, Profits Interest Units, or Equity Units pursuant to Section 5.2, or upon a transfer in compliance with Article IX.

Section 5.2. Issuance of Units. The Board of Governors, may issue additional Voting Units, Profit Interest Units, or Equity Units from time to time to existing or new Members. Units may be issued for any consideration, including, without limitation, cash or other property, tangible or intangible, received or to be received by Food for Health or services rendered or to be rendered to the Company. At the time of authorization of the issuance of additional Units, the Governors shall state, by resolution, the class of Unit and their determination of the fair value to Food for Health in monetary terms of any consideration other than cash for which Units are to be issued.

Section 5.3. No Certificates for Units. The Units of Food for Health shall not be certificated Units unless otherwise determined by the Board of Governors. At any time, the Board of Governors may approve a form of certificate to be used for all holders of Voting Units, Profit Interest Units and/or Equity Units, after which time such form of certificate shall be used for all prior, existing and future holders of Voting Units, Profit Interest Units and/or Equity Units.

Section 5.4. Ownership Schedule. The Units owned by each Member are set forth in Schedule 1. Each time Units are issued, cancelled, forfeited, or transferred in accordance with the terms and

conditions of this Agreement, Food for Health shall attach a revised Schedule 1 to this Agreement. No consent of any Member shall be needed to make such revisions to Schedule 1.

Section 5.5 Code Section 83(b) Election and Safe Harbor.

(a) General. Each Member that acquires an interest in Food for Health that is subject to vesting agrees that, within thirty (30) days after such Person becomes a Member, the Person who is performing the services to which the vesting requirement relates shall file an election with the Internal Revenue Service under Section 83(b) of the Code and the regulations promulgated thereunder with respect to that interest (and with respect to any other interest in Food for Health that is subject to vesting based upon services to be performed by that Person).

(b) Safe Harbor Election. By executing this Agreement, each Member authorizes and directs Food for Health to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice") apply to any Units transferred to a service provider by Food for Health on or after the effective date of such Revenue Procedure (or any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service) in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Board of Governors is hereby designated as the "partner who has responsibility for federal income tax reporting" by Food for Health and, accordingly, that execution of such Safe Harbor election by the Board of Governors constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice with respect to such Units ("Safe Harbor Units"). The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice (and any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service), including, without limitation, the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Units issued by Food for Health in a manner consistent with the requirements of the IRS Notice (an any substantially similar Revenue Procedure or other guidance issued by the Internal Revenue Service).

(c) Failure to Comply. Any Member or former Member that fails to comply with the requirements set forth in Section 5.5(a) or Section 5.5(b) shall indemnify and hold harmless Food for Health and each adversely affected Member and former Member from and against any and all losses, liabilities, taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, without limitation, costs and expenses of suits and proceedings, and reasonable fees and disbursements of counsel), in each case resulting from such Member's or former Member's failure to comply with such requirements. The Board of Governors may offset distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify Food for Health and any other Person under this Section 5.5(c) (and any amount so offset with respect to such Person's obligation to indemnify a Person other than Food for Health shall be paid over to such other Person by the Company). A Member's obligations to comply with the requirements of Section 5.5(a) or Section 5.5(b) and to indemnify Food for Health and any Member or former Member under this Section 5.5(c) shall survive such Member's ceasing to be a Member of Food for Health and/or

termination, dissolution, liquidation and winding up of Food for Health and, for purposes of this Section 5.5(c), Food for Health shall be treated as continuing in existence. The Company and any Member of former Member may pursue and enforce all rights and remedies it may have against each Member of former Member under this Section 5.5(c), including instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a rate equal to the prime rate plus three percentage points per annum (but not in excess of the highest rate per annum permitted by law), compounded on the last day of each fiscal quarter and (ii) specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 5.5(a) or Section 5.5(b).

(d) Certain Amendments. Each Member authorizes the Board of Governors to amend Section 5.5(a) and Section 5.5(b) to the extent necessary to achieve substantially the same tax treatment with respect to any interest in Food for Health transferred by Food for Health to a service provider in connection with services provided to Food for Health as set forth in Section 4 of the IRS Notice (e.g. to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance), provided that such amendment is not materially adverse to any Member (as compared with the after-tax consequences that would result if the provisions of the IRS Notice applied to all interests in Food for Health transferred to a services providers by Food for Health in connection with services provided to the Company).

ARTICLE VI
Management and Operation of Company Business

Section 6.1. Authority of the Members. Except as otherwise expressly provided herein, no Member shall have any authority to act for, or to assume any obligations or responsibility on behalf of, or bind any other Member or the Company.

Section 6.2. Board of Governors. Subject to the provisions of the Articles of Organization, this Agreement and the Act relating to actions required to be approved by the Members, the business and affairs, and all day-to-day operations of Food for Health shall be managed by or under the authority of the Board of Governors.

Section 6.3. Number, Qualification: Term of Office; Vote. The members of the Board of Governors shall be elected pursuant to Section 16.1 (each a "Governor"). The Governors shall be selected from time to time in accordance with Section 16.1 if applicable or, if not applicable, by the Voting Members. Each Governor shall hold office until such Governor's successor shall have been elected, or until the earlier death, resignation, removal, or disqualification of such Governor. Each Governor shall have one vote in all matters to come before the Board of Governors. Neither the Chair nor any other Governor or Member shall have any extra voting authority or ability to resolve deadlocks by virtue of the office held or otherwise.

Section 6.4. Initial Board. The initial Board of Governors shall be comprised of the following individuals:

- Mike Thyken
- Adam Gyles Southam

Section 6.5. Place of Meetings. Meetings of the Board of Governors shall be held at the principal executive office of Food for Health or at such other place as may be agreed by the Governors from time to time.

Section 6.6. Special Meetings. A special meeting of the Board of Governors may be called for any purpose or purposes at any time by the Chair or by any Member who shall demand such special meeting by written notice given to the Chair specifying the purposes of such meeting.

Section 6.7. Meetings Held Upon Member Demand. Within five (5) business days after the Chair receives a demand for a meeting of the Board of Governors from a Member, it shall be the duty of the Chair to cause a special or regular meeting of Board of Governors, as the case may be, to be duly called and held on notice no later than five (5) business days after receipt of such demand. If the Chair fails to cause such a meeting to be called and held as required by this Section 6.7, the Member or Members making the demand may call the meeting by giving notice as provided in Section 6.9 at the expense of the Company.

Section 6.8. Adjournments. Any meeting of the Board of Governors may be adjourned from time to time to another date, time and place. If any meeting of the Board of Governors is so adjourned, no notice as to such adjourned meeting need be given if the date, time and place at which the meeting will be reconvened are announced at the time of adjournment.

Section 6.9. Notice of Meetings. Unless otherwise required by law, written notice of each meeting of the Board of Governors, stating the date, time and place and, in the case of a special meeting, the purpose or purposes, shall be given at least five (5) days and not more than ninety (90) days prior to the meeting to every member of the Board of Governors. A member of the Board of Governors may waive notice of the date, time, place and purpose or purposes of a meeting of the Board of Governors. A waiver of notice is effective whether given before, at or after the meeting, and whether given in writing, orally or by attendance. Attendance by a member of the Board of Governors at a meeting is a waiver of notice of that meeting, unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 6.10. Quorum. A quorum shall be present if a majority of the Governors are present.

Section 6.11. Absent Members. A member of the Board of Governors may give advance written consent or opposition to a proposal to be acted on at a meeting of the Board of Governors. If such member is not present at the meeting, such consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but such consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the member has consented or objected.

Section 6.12. Conference Communications. Any or all of the members of the Board of Governors may participate in any meeting of the Board of Governors, or of any duly constituted committee thereof, by any means of communication through which such members may simultaneously hear each

other during such meeting. For the purposes of establishing a quorum and taking any action at the meeting, members of the Board of Governors participating pursuant to this Section 6.12 shall be deemed present in person at the meeting; and the place of the meeting shall be the place of origination of the conference telephone conversation or other comparable communication technique.

Section 6.13. Removal. Subject to Section 16.1, and only if Section 16.1 is no longer applicable, any member of the Board of Governors may be removed from office at any time, with or without cause, upon the affirmative vote of the Members holding a majority of the Voting Units. If any member of the Board of Governors shall be removed or be unable to serve, a successor Governor may be appointed.

Section 6.14. Acts of Governors. Except as otherwise provided herein, the Board of Governors shall take action by the affirmative vote of at least a majority of the Governors, and any such act shall be deemed to be the action of the Board of Governors for all purposes of this Agreement and the Act.

Section 6.15. Written Action. Any action required or permitted to be taken at a Board of Governors meeting that also requires Member approval, may be taken by written action signed, or consented to by authenticated electronic communication, by all of the Governors. Any action, other than an action requiring Member approval, may be taken by written action signed, or consented to by authenticated electronic communication, by the number of Governors that would be required to take the same action at a meeting of the Board of Governors at which all governors were present.

Section 6.16. Proxies. A member of the Board of Governors may cast or authorize the casting of a vote by filing a written appointment of a proxy with the Chair at or before the meeting at which the appointment is to be effective. The member may sign or authorize the written appointment by telegram, cablegram or other means of electronic transmission setting forth or submitted with information sufficient to determine that the member authorized such transmission. Any copy, facsimile, telecommunication or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided that it is a complete and legible reproduction of the entire original.

Section 6.17. Committees. Except as authorized by the Board of Governors, there shall be no committees of the Board. **Section 6.18. Compensation.** Members of the Board of Governors may be compensated by Food for Health for serving in such capacity as and to the extent determined by the Board of Governors.

ARTICLE VII
Officers

Section 7.1. Number. The officers of the Company, all of whom shall be natural persons, shall consist of a Chairman of the Board of Governors, a President/Chief Executive Officer, a Secretary and a Treasurer ("Named Officers"), and any other officers and agents as the Board of Governors by a majority vote of all Governors may designate from time to time. Any person may hold two or more offices.

Section 7.2. Election Term of Office and Qualifications. At each annual meeting of the Board of Governors, all officers shall be elected. Such officers shall hold office until the next annual meeting of the Governors or until their successors are elected and qualified, or until such office is eliminated by amendment of this Agreement, in the case of the Named Officers, or a vote of the majority of all Governors, in the case of officers other than Named Officers. An officer who is a Governor shall hold

office until the election and qualification of his or her successor even though he or she may cease to be a Governor.

Section 7.3. Removal and Vacancies. Any officer may be removed from his or her office with or without cause upon a vote of a majority of the total number of Governors. Such removal shall be without prejudice to the contract rights of the person so removed. A vacancy among the officers by death, resignation, removal or otherwise shall be filled for the unexpired term by the Board of Governors, unless such office is eliminated.

Section 7.4. Chairman of the Board of Governors. The Chairman of the Board of Governors (the "Chair") shall preside at all meetings of the Members and Governors and shall have such other duties as may be prescribed, from time to time, by the Board of Governors. The Chair shall be a Governor and shall be elected by the Board of Governors. The Chair shall have no superior voting rights to decide matters before the Board of Governors.

Section 7.5. President/Chief Executive Officer ("President").

(a) Day-to-Day Operations. The Company shall be managed by a President. The Board of Governors delegates to the President the authority to oversee and supervise the Company's business. Except as otherwise provided in this Agreement, the President shall be authorized to determine all questions relating to the day-to-day conduct, operation and management of the business of the Company. The President shall be responsible to the Board of Governors. The President shall act as "chief manager" as such term is defined in Section 322B.67.

(b) General. The President shall be entitled to delegate such part of his or her duties as he or she may deem reasonable or necessary in the conduct of the business of Food for Health to one or more employees of the Company, who shall each have such duties and authority as shall be determined from time to time by the President or as may be set forth in any agreement between such employee and the Company.

(c) Election. The President shall be elected by the Board of Governors and shall receive such compensation as may be determined from time to time by the Board of Governors or as shall be set forth in any written agreement approved by the Board of Governors.

Section 7.6. Secretary. The Secretary shall be secretary of and shall attend all meetings of the Members and Board of Governors and shall record all proceedings of such meetings in the minute book of the Company. He or she shall give proper notice of meetings of Members and the Board of Governors. He or she shall perform such other duties as may from time to time be prescribed by the Board of Governors.

Section 7.7. Treasurer. The Treasurer shall keep or cause to be kept accurate accounts of all moneys of Food for Health received or disbursed. He or she shall deposit or cause to be deposited all moneys, drafts and checks in the name of and to the credit of Food for Health in such banks and depositaries as the Board of Governors shall from time to time designate. He or she shall have power to endorse or cause to be endorsed for deposit or collection all notes, checks and drafts received by the Company. He or she shall disburse or cause to be disbursed the funds of Food for Health as ordered by the President, making proper vouchers therefor. He or she shall render to the Board of Governors

whenever required an account of all his or her transactions as Treasurer and of the financial condition of Food for Health and shall perform such other duties as may from time to time be prescribed by the Board of Governors.

Section 7.8. Duties of Other Officers. The duties of such other officers and agents as the Board of Governors may designate shall be set forth in the resolution creating such office or agency or by subsequent resolution.

Section 7.9. Compensation. The officers, agents and employees of Food for Health shall receive such compensation for their services as may be determined from time to time by the Board of Governors or as shall be set forth in a written agreement.

ARTICLE VIII
Indemnification

Section 8.1. Indemnification.

(a) To the fullest extent permitted by law, each Governor and Named Officer (individually, an "Indemnitee") shall be indemnified, held harmless and defended by Food for Health from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by such Indemnitee, as a party or otherwise, in connection with any threatened, pending or completed claim, demand, action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, arising out of or in connection with the business or the operation of Food for Health and by reason of the Indemnitee's status as a Governor or Named Officer regardless of whether the Indemnitee continues to be a Governor or Named Officer of Food for Health at the time any such loss, claim, damage, liability or other expense is paid or incurred if (i) the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in the best interests of Food for Health and, with respect to any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful, (ii) the Indemnitee's conduct did not constitute intentional misconduct or a material breach of the terms of this Agreement and (iii) the Indemnitee's conduct did not involve a transaction from which the Governor or Named Officer derived an improper personal benefit. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of nolo contendre, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to the standards specified in clauses (i), (ii) or (iii) of this Section 8.1(a).

(b) To the fullest extent permitted by law, expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to this Section 8.1 shall, from time to time, be advanced by Food for Health prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by Food for Health of an undertaking by or on behalf of the Indemnitee to repay such amount unless it is determined that such Indemnitee is entitled to be indemnified therefore pursuant to this Section 8.1.

(c) The indemnification provided by this Section 8.1 shall be in addition to any other rights to which any Indemnitee may be entitled under any other agreement, pursuant to any vote of the Governors, as a matter of law or otherwise, and shall inure to the benefit of the heirs, legal representatives, successors, assigns and administrators of the Indemnitees.

(d) Any indemnification under this Section 8.1 shall be satisfied solely out of the assets of Food for Health and no Indemnitee shall have any recourse against any Member with respect to such indemnification.

(e) An Indemnitee shall not be denied indemnification in whole or in part under this Section 8.1 merely because the Indemnitee had an interest in the transaction with respect to which the indemnification applies, if the transaction was not otherwise prohibited by the terms of this Agreement and the conduct of the Indemnitee satisfied the conditions set forth in Section 8.1(a).

Section 8.2. Indemnification Procedures: Survival.

(a) Promptly after receipt by an Indemnitee of notice of the commencement of any action that may result in a claim for indemnification pursuant to Section 8.1, the Indemnitee shall notify Food for Health in writing within 30 days thereafter; provided, however, that any omission so to notify Food for Health will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Company) nor from any other liability that it may have to any Indemnitee.

(b) An Indemnitee shall have the right to employ separate counsel in any action as to which indemnification may be sought under any provision of this Agreement and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) Food for Health has agreed in writing to pay such fees and expenses, (ii) Food for Health has failed to assume the defense thereof and employ counsel within a reasonable period of time after being given the notice required above or (iii) the Indemnitee shall have been advised by its counsel that representation of such Indemnitee and other parties by the same counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same counsel has been proposed) due to actual or potential differing interests between them. It is understood, however, that Food for Health shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitees having actual or potential differing interests with the Company, unless but only to the extent the Indemnitees have actual or potential differing interests with each other.

(c) The Company shall not be liable for any settlement of any such action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitee in any such action, Food for Health agrees to indemnify and hold harmless the Indemnitee to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

(d) The indemnification obligations set forth in Section 8.1 and this Section 8.2 shall survive the termination of this Agreement.

ARTICLE IX
Transfers

Section 9.1. Registration, Transfer and Exchange.

(a) Register. The Company shall keep at the Principal Office a register in which the names and addresses of the Members and all Transfers of outstanding Units shall be entered.

(b) Registration. Subject to this Article IX, each Unit, whether originally or in substitution for, or upon transfer, exchange or other issuance of any Unit shall be registered on the effective date of the Transfer, exchange or other issuance; provided, however, that no registration of any Transfer not made in compliance with this Article IX shall be made in the register.

(c) Transfer Authorization. Transfer of Units on the books of Food for Health may be authorized only by the Member named in the register, the Member's legal representative or the Member's duly authorized attorney-in-fact. The Company may treat as the absolute owner of Units of Food for Health the person or persons in whose name Units are registered on the books of the Company.

(d) Transfers. Members may make a Transfer of all or any part of their Units only in accordance with the provisions of this Article IX. A Transfer of all or any part of a Member's Unit shall not dissolve the Company. Any Disposition or Transfer which is not made pursuant to and in accordance with the terms and conditions of this Agreement shall be void and of no effect and shall vest no right, title or interest in the transferee.

(e) General Agreement. Except as otherwise expressly provided herein, each Member and assignee of Units agrees that, without the prior written consent of the Board of Governors, it will not make a Transfer or suffer a Disposition of all or any part of his, her or its Units to a party other than another Member or Permitted Transferee (as hereinafter defined) whether voluntary or involuntary, without first complying with the requirements of this Article IX. Any Member or assignee of Units who breaches any provision of this Agreement, including the provisions of this Article shall be liable to Food for Health for any damages caused thereby, in addition to other remedies.

(f) Permitted Transfers. Notwithstanding anything in this Agreement to the contrary, subject to the satisfaction of the additional conditions specified in this Section 9.1, the following Transfers are hereby specifically permitted, will not require the advance written consent of the Members or the Board of Governors, and will not trigger or create purchase options or other options or obligations under this Agreement (collectively, "Permitted Transfers"):

(i) Pledges. The pledge of Units by a Member is permitted provided that, in addition to the other requirements specified herein, the pledgee acknowledges in writing that the pledged Units (including any rights or interest the pledge may have or may acquire with respect to the Units) are subject to all terms and provisions of this Agreement, including the provisions relating to Involuntary Transfers under Section 9.3 hereof.

(ii) Permitted Transferees. Transfers of some or all of the Units by a Member to or from their respective "Permitted Transferees" (as such term is defined below) and between or among their respective Permitted Transferees or between a Member and Food for Health or among Members are hereby specifically permitted, will not require the advance written consent of the Members or the Board of Governors and will not trigger or create any purchase options or other options or obligations under this

Agreement. For purposes of this Agreement, "Permitted Transferee" means, with respect to any Member: (1) his or her spouse, (2) his or her children, stepchildren, grandchildren, step-grandchildren or other issue, and (3) any entity controlled by the Member, with "control" constituting the ability to control at least fifty-one percent (51%) of the voting power of such entity, directly or indirectly (including, but not limited to, trusts or irrevocable trusts where the beneficiaries of the trust consist of his or her self, friend, spouse, children, stepchildren, grandchildren or step-grandchildren) and (4) trusts or irrevocable trusts that enure to the benefit of the Member or, upon the Member's death, the Member's beneficiaries. In each such situation, the Transfer will only be permitted if, prior to completion of such Transfer, the following shall be provided to the Board of Governors: (a) a written agreement of the transferee, in form and substance satisfactory to the Board of Governors or legal counsel, to be bound by this Agreement, which shall include an agreement by the transferee to execute any and all other documents that the Board of Governors or legal counsel may deem necessary or appropriate to effect and evidence such Transfer and the agreements indicated above; (b) if requested by the President of the Company, an opinion of counsel, satisfactory in form and substance to the Board of Governors, that the Permitted Transfer will not terminate Food for Health or impair its ability to be taxed as a partnership, and that the Transfer constitutes an exempt transaction and does not require registration under applicable securities laws; and (c) as it relates to pledges of the Units by a member, the above requirements shall be deemed satisfied to the extent that the pledgee commits to comply with the above requirements in the event that the pledges shall ever foreclose on the pledged Units.

Section 9.2. Voluntary Transfers. Subject to Section 9.1(f), a Member may not affect a voluntary transfer of all or any portion of such Member's Units except in accordance with the following:

(a) Tag-Along/Drag-Along Options. If the Transfer Units represent (i) greater than fifty percent (50%) of the total Units owned by all Members of Food for Health or

(ii) greater than fifty percent (50%) of the aggregate voting rights held by all Members of Food for Health (such voting rights to be determined prior to the proposed Voluntary Transfer), the Member(s) who own the Transfer Units shall deliver written notice (a "Transfer Notice") setting forth the proposed sale to the Remaining Members which shall create the following options:

(i) Tag-Along Option. At the option of each Remaining Member, the Transferring Member agrees to condition his, her or its sale to the proposed transferee upon acquisition by the proposed transferee of a "proportionate share" of the Units of each such Remaining Member, at the same per unit price and under the same terms and conditions involved in the sale of the Transfer Units by the Transferring Member. For purposes of this provision, a "proportionate share" shall be the percentage equal to the ratio of (a) the number of Units to be sold by the Transferring Member to the proposed transferee, divided by (b) the total number or Units owned by the Transferring Member prior to such sale. As to each Remaining Member, this option must be exercised, if at all, by the Remaining Member providing the Transferring Member with written notice thereof within thirty (30) days from receipt of the Transfer Notice.

(ii) Drag-Along Option. In connection with any sale which triggers a tag- along

option pursuant to Section 9.2(a)(i), the Transferring Member shall have the option to require that one or more Remaining Members sell a "proportionate share" of the Units of the Remaining Members to the proposed transferee, at the same per unit price and under the same terms and conditions involved in the sale of the Transfer Units by the Transferring Member. For purpose of this provision, a "proportionate share" shall be the percentage equal to the ratio of (a) the number of Units to be sold by the Transferring Member to the proposed transferee, divided by (b) the total number of Units owned by the Transferring Member prior to such sale. If exercised, written notice must be provided to the affected Remaining Members within thirty (30) days from receipt of the Transfer Notice. Each Remaining Member hereby grants the Transferring Member a limited power of attorney exclusively for the purpose of transferring the Units pursuant to this Section 9.2(a)(ii).

(iii) Termination of Agreement. In the event that a Transfer is affected pursuant to this Section 9.2(a) and all of the Units in Food for Health are Transferred in a single transaction or series of related transactions this Agreement shall thereafter terminate.

Section 9.3. Sale of All Units. Any Member who makes a Disposition of all of the Units of such Member in accordance with the terms of this Agreement, or otherwise, shall no longer be a party to this Agreement and shall have no further rights or interests under this Agreement; provided, however, that a Member who makes a Disposition other than in compliance with the terms of this Agreement shall remain liable to Food for Health and the other Members for any damages resulting from such Transfer.

Section 9.4. Restrictions on Assignment to a Third Person. Except as otherwise provided in this Agreement, a Member may make a Transfer of his or her Units and Food for Health shall recognize the assignee as the holder of such Units if and only if:

(a) The transferring Member and assignee execute, acknowledge and deliver to the Board of Governors instruments of assignment in form and substance satisfactory to the Board and legal counsel for the Company;

(b) The transferring Member provides the Company, at the transferring Member's expense, with an opinion of counsel, satisfactory in form and substance to the Board and to legal counsel for the Company, to the effect that such Transfer will not result in the termination of Food for Health within the meaning of Section 708(b) of the Code or in a change in its tax status as a partnership under the Code or other applicable law;

(c) The transferring Member and/or the assignee pay(s) Food for Health a transfer fee in an amount sufficient to cover all reasonable expenses incurred by Food for Health in connection with such Transfer; and

(d) The transferring Member provides the Board of Governors with such assurances as it may deem appropriate, including at the transferring Member's expense, an opinion of counsel satisfactory in form and substance to the Board and to legal counsel for Food for Health to the effect that such Assignment complies with any applicable state and federal securities laws and regulations.

ARTICLE X.
Books of Account: Reports and Fiscal Matters

Section 10.1. Books: Place: Access. The Treasurer shall maintain books of account on behalf of Food for Health at the Principal Office or such other place as may be designated by the Board of Governors. All Members shall at all reasonable times have access to and the right to inspect the same.

Section 10.2. Tax Information. Within ninety (90) days after the close of each Fiscal Year, all necessary tax information shall be transmitted to all Members.

Section 10.3. Tax Elections. All elections required or permitted to be made by Food for Health under the Code, shall be made by the "TMP" (as such term is defined in Section 10.4 in consultation with the Company's accountants and attorneys. In the event of a transfer of all or part of the Membership Interest of any Member, Food for Health may, in the sole discretion of the TMP, elect pursuant to Section 754 of the Code to adjust the basis of the assets of the Company.

Section 10.4. Tax Matters Partner. The Treasurer shall act as the tax matters partner (the "TMP"), as such term is defined in Section 6231(a)(7) of the Code, and the TMP is hereby authorized to and shall represent Food for Health in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings.

Section 10.5. Required Records. The Board of Governors shall maintain at the Principal Office the information and records required pursuant to subdivision 1 of Section 322B.373 of the Act. Each Member shall have the absolute right, upon written demand, to examine and copy, in person or by a legal representative, at any reasonable time, and Food for Health shall make available within ten (10) days after receipt by Named Officer of Food for Health of the written demand, all documents referred to in the preceding sentence.

ARTICLE XI
Capital

Section 11.1. Deleted

Section 11.2. No Right to Return of Contribution. No Member shall have the right to the withdrawal or to the return of his, her or its Capital Contribution, except upon the dissolution and liquidation of Food for Health pursuant to Article XIV.

Section 11.3. Additional Capital Contributions. No additional capital contribution shall be required without the unanimous affirmative vote of all Members.

Section 11.4. Loans to the Company: No Interest on Capital. The Members may, but are not obligated to, make loans to Food for Health from time to time, as authorized by the Board of Governors. Any such loans shall not be treated as Capital Contributions to Food for Health for any purpose hereunder nor entitle such Member to any increase in its share of the profits and losses and cash distributions of the Company, but Food for Health shall be obligated to such Member for the amount of any such loans pursuant to the terms thereof, as the same are determined by the Board of

Governors. Interest with respect to the outstanding amount of any loans made by a Member to Food for Health shall accrue and be payable at such times and at such rate as shall be determined by the Board of Governors. All scheduled principal and interest payments with respect to any loans from a Member to Food for Health pursuant to this Section 11.4 shall be repaid prior to any distributions to any Members pursuant to Sections 13.1 or 14.3(d). No interest shall be paid on any Capital Contribution to Food for Health or on any balance in any Capital Account.

Section 11.5. Creditor's Interest in the Company. No creditor who makes a loan to Food for Health shall have or acquire at any time as a result of making the loan any direct or indirect interest in the profits, capital, or property of the Company, other than such interest as may be accorded to a secured creditor with the approval of the Board of Governors. Notwithstanding the foregoing, this provision shall not prohibit in any manner whatsoever a secured creditor from participating in the profits of operation or gross or net sales of Food for Health or in the gain on sale or refinancing of the Company, all as may be provided in its loan or security agreements, and provided the Board of Governors has approved the transaction.

Section 11.6. Liability of Members. Except as otherwise provided in the Act, no Member, as such, shall have any personal liability whatsoever to the Company, any of the other Members or any of the creditors of Food for Health for the debts, liabilities, contracts or other obligations of Food for Health or any of the Company's losses beyond, with respect to a Member, such Member's Capital Contribution and, solely to the extent and for the period required by applicable law, the amount of such Member's Capital Contribution which is returned to it. Each Unit, on issuance, shall be fully paid and, except as set forth in Section 11.3, not subject to assessment for additional Capital Contributions. No Member shall be required to lend any funds to Food for Health as a condition to admission or continued membership of such Member in the Company. It is the intent of the Members that (i) no distribution to any Member (other than a distribution upon the dissolution and liquidation of the Company) shall be deemed a withdrawal of capital, even if such distribution represents, for Federal income tax purposes or otherwise (in full or in part), a distribution of depreciation or any other non-cash item accounted for as a loss or deduction from or offset to the Company's income, and (ii) no Member shall be obligated to pay any such amount to or for the account of Food for Health or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any distribution made by Food for Health to a Member constitutes a withdrawal of capital, any obligation under applicable law to return the same or any portion thereof to or for the account of Food for Health or its creditors shall be the obligation of such Member.

Section 11.7. Capital Accounts. A separate Capital Account ("Capital Account") shall be maintained by Food for Health for each Member. The initial balances in the Capital Accounts shall be, for each Member, the initial capital contribution as set forth on Schedule 1. The Capital account of each Member shall be increased by (a) the amount of any additional contribution such Member makes or has made to the capital of Food for Health pursuant to Section 11.3, (b) the agreed value of property contributed by such Member to the Company, net of liabilities which Food for Health assumes or to which the property is subject; and (c) the share of Company income and gains (including income and gains exempt from tax) allocated to such Member under the provisions of ARTICLE XII; and shall be decreased by (i) any Distribution made by Food for Health to such Member pursuant to the provisions of ARTICLE XIII; (ii) the agreed value of any property distributed to such Member by the Company, net of liabilities attached to such property which the Member assumes or to which the property is subject; and (iii) the share of Company losses and deductions.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of

Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Governors shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by Food for Health or any Members), are computed in order to comply with such Regulations, the Board of Governors may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any person pursuant to Section 14.3 hereof upon the dissolution of the Company. The Board of Governors also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

ARTICLE XII

Allocation of Profits and Losses

Section 12.1. Allocation of Profits and Losses. All Profits and Losses shall be allocated to each of the Members in proportion to their respective Equity Units and Profits Interest Units, subject to any special allocations required by the Code, including Sections 704(c) and 706, without distinction as to class or series; provided that (a) no portion of the Profits or Losses attributable to the realization of the value of Food for Health as of the date that a Profits Interest Unit is issued shall be allocated to that Profits Interest Unit and (b) no portion of any item of income, gain, loss or deduction recognized prior to the issuance of a Profits Interest Unit shall be allocated to that Profits Interest Unit. The intent of the foregoing is to provide that each Profits Interest Unit shall participate to the same extent as a Equity Unit in Profits and Losses attributable to operations of Food for Health after the date that the Profits Interest Unit is issued, but that a Profits Interest Unit shall participate to the same extent as an Equity Unit in gain from the disposition of all or substantially all assets of Food for Health only to the extent that such gain reflects an increase in the fair market value of the assets of Food for Health from the date of the issuance of the Profits Interest Unit. Any elections or other decisions relating to such allocations shall be made by the Board of Governors in a manner that reasonably reflects the purpose and intention of this Agreement.

Section 12.2 Curative Allocation. The allocation set forth in this Article XII (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 12.2. Therefore, notwithstanding, any other provision of this Article 12 (other than the Regulatory Allocations), the Board of Governors shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 12.1. In exercising its discretion under this Section 12.2, the Board of Governors shall take into account any future Regulatory Allocation, although not yet made, are likely to offset Regulatory Allocations made hereunder.

Section 12.3 Qualified Income Offset. If any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1 (b)(2)(ii)(d)(4), 1.704-

1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), items of Company income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate a deficit in the Member's Capital Account created by such adjustments, allocations or distributions as quickly as possible. This Section 12.3 is intended to constitute a "qualified income offset" within the remaining of Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(3).

Section 12.4 Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum gain (as defined in Treasury Regulations Section 1.704-2(b)(2)) during any Company fiscal year, each member shall be allocated items of Company income and gains in accordance with Treasury Regulations Section 1.704-2(f)(1) for such year (and, if necessary, subsequent years) in an amount equal to such member's share of such net decrease in partnership Minimum Gain determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 12.4 is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f)(1) and shall be interpreted consistently therewith.

Section 12.5 Recapture Income. Any recapture income resulting from the sale or other taxable disposition of any Company assets shall be allocated, to the extent possible, among the Members in the same proportion that the deductions directly or indirectly giving rise to such recapture income were allocated.

Section 12.6 Limitation Upon Member's Loss Allocations. Company losses shall not be allocated to a Member if such allocation of Losses would cause the Member to have a negative balance in the Member's Capital Account in excess of the sum of: (i) the amount, if any, the Member is obligated to restore to Food for Health under this Agreement; and (ii) the amount the Member is deemed to be obligated to restore to Food for Health pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5). Company Losses which cannot be allocated to a Member shall be allocated to the other Members; provided, however, that if no Member may be allocated Company Losses due to the limitations of this Section 12.6, Company Losses will be allocated to all Members in proportion with the relative number of Units.

Section 12.7 Code Section 704(c) Allocations. In accordance with Code Sections 704(b) and 704(c) and the Treasury Regulations promulgated thereunder, Company income, gains, deductions, and losses with respect to any property contributed to the capital of Food for Health shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to Food for Health for federal income tax purposes and its fair market value at that time (computed in accordance with the Treasury Regulations). In the event Company property is revalued in accordance with Treasury Regulations Section 1.704-1 (b)(2)(iv) at any time, subsequent allocations of Company income, gains, deductions, and losses with respect to such property shall take into consideration any variation between such property's revaluation and its adjusted basis for federal income tax purposes in the same manner as under code Section 704(c) and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Board of Governors in any manner that reasonably reflects the purpose and intention of this Agreement.

ARTICLE XIII
Distributions

Section 13.1. Non-Liquidating Distributions. Within ninety (90) days after the close of each

Fiscal Year of the Company, the Board of Governors shall determine the amount of Net Cash Flow, if any, for such Fiscal Year. The Board of Governors may distribute Net Cash Flow to the Equity Members and Members holding Profits Interest Units at such times and in such amounts as it may determine in its discretion. All distributions of Net Cash Flow shall be distributed to the Members holding Equity Units and Profits Interest Units pro rata, without distinction as to class based on the total number of Equity and Profits Interest Units then outstanding, subject to the limitation that Distributions in respect of Profits Interest Units shall relate only to Profits earned and increases in value of Food for Health after the date that such Profits Interest Units are issued. The Board of Governors may establish reasonable reserves as determined necessary to provide funds for improvements, contingencies or working capital of the Company. No distribution shall be made if the distribution would leave Food for Health unable to pay its debts as they become due in the ordinary course of business.

Subject to the above limitations, Food for Health shall make pro-rata distributions of cash on an annual or more frequent basis, to its Members in sufficient amounts to pay federal, state and local income taxes on the net distributive share of income, losses, deductions and credits that have passed through to the Members as shown on each Members Schedule K-1. Each Member is assumed to be taxable at the highest marginal federal, state and local income tax rates applicable to married individuals filing a joint tax return and to fully utilize any losses, deductions and credits passed through under Section 1366 for the state and locality in which Food for Health has its principal business office. All distributions under this section shall be proportionate to the Member's Equity and Profits Interest Units owned.

Section 13.2. No Distribution by Reason of Withdrawal. Withdrawal from Food for Health or transfer of Membership Units shall not entitle any member to receive any distribution from Food for Health except as distributions to all Members which are subsequently made pursuant to Section 13.1.

Section 13.3. Distributions In Kind. No Member shall have any right to demand or receive a distribution from Food for Health in any form other than cash, nor shall any Member be compelled to accept any distribution of property in kind except under circumstances where all members receive undivided interests in property or substantially equivalent interests in property on the basis of their Membership Units. In the event of a distribution of property in kind, such property shall be assumed to have been sold at its fair market value at the time of the distribution, and the resulting gain or loss shall be allocated among the Members according to their Membership Units, and their capital accounts shall be adjusted accordingly.

ARTICLE XIV
Dissolution and Liquidation

Section 14.1. Events Causing Dissolution. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) The affirmative vote of the Voting Members holding not less than 51% of the Voting Units entitled to vote; or

(b) The final decree of a court that dissolution is required under applicable law.

Section 14.2. Continuation of Business. Upon the death, insanity, expulsion, bankruptcy, retirement, resignation or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in Food for Health as provided in Section 322B.80, subdivision 1 of the Act, Food for Health shall not be dissolved, and its business shall continue unless

the remaining Members who hold a majority of the remaining Voting Units determine in writing to dissolve the business of the Company. If Food for Health is not dissolved, no Member, nor its legal representatives, shall have the right to an accounting of its interest as against the Company, and no Member, nor its legal representative, shall have the right to have the value of its interest as of the date of dissolution ascertained nor have any right as a creditor or otherwise with respect to the value of its interest pursuant to Minn. Stat. §322B.383.

Section 14.3. Liquidation and Winding Up. If dissolution of Food for Health should be caused by reason of the events set forth in Section 14.1, or if the Board of Governors and Voting Members elect to sell all or substantially all of the assets of the Company, Food for Health shall be liquidated and the Governors (or other person or persons designated by a decree of court) shall wind up the affairs of the Company. The Governors or other Persons winding up the affairs of Food for Health shall promptly proceed to the liquidation of Food for Health and, in settling the accounts of the Company, the assets and the property of Food for Health shall be distributed in the following order of priority:

(a) To the payment of all debts and liabilities of Food for Health in the order of priority as provided by law (including outstanding loans from a Member);

(b) Then to the establishment of any reserves deemed necessary by the Governors or the Person winding up the affairs of Food for Health for any contingent liabilities or obligations of the Company;

(c) Then to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of Company profit or loss arising from such event), in proportion to and to the extent of such positive balances; and

(d) The balance, if any, to the Equity Members and Members Holding Profits Interest Units pro rata in accordance with their Units.

Section 14.4. Compliance with Timing Requirements of Regulations. In the event Food for Health is liquidated within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article 14 to the Members who have positive Capital Account balances in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal periods including the fiscal period during which the liquidation occurs), such Member shall have no obligation to make any contribution to the capital of Food for Health with respect to such deficit, and such deficit shall not be considered a debt owed to Food for Health or to any Person for any purpose whatsoever.

Section 14.5. Amounts Withheld. The chief executive officer is authorized to withhold from distributions made to the Members and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign law.

ARTICLE XV
Amendment

Section 15.1. Amendment. This Agreement may not be modified, altered, supplemented or amended (by merger, repeal, or otherwise) except pursuant to a written agreement executed and

delivered by the Voting Members holding a majority of the Voting Units. Notwithstanding the foregoing, the Board of Governors, without the consent or approval at any time of any Member (each Member, by acquiring his Unit(s), being deemed to consent to any such amendment), may amend any provision of this Agreement or the Articles of Organization of the Company, and may executed, swear to, acknowledge, deliver, file and record all documents required or desirable in connection therewith, to reflect:

(a) A chance in the name of Food for Health or the location of the principal place of business of the Company;

(b) The admission, dilution, substitution, termination or withdrawal of any Member in accordance with the provisions of this Agreement;

(c) A change that is necessary to qualify Food for Health as a limited liability company or a Company in which the Members have limited liability; and/or

(d) A change that is:

(i) of an inconsequential nature and does not adversely affect any Member in any material respect;

(ii) necessary or desirable to cure any ambiguity or to correct or supplement any provisions of this Agreement; or

(iii) required or specifically contemplated by this Agreement.

By an instrument in writing, Food for Health and the Members may waive compliance by Food for Health and any other Member with any provision of this Agreement; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure or with respect to Food for Health or a Member that has not executed and delivered any such waiver. No failure to exercise and no delay in exercising any right, remedy, or power thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or at equity.

ARTICLE XVI
Special Governing Provisions

Section 16.1. Deleted

ARTICLE XVII
Miscellaneous Provisions

Section 17.1. Additional Actions and Documents. Each of the Members hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed such further documents and instruments, and to use

all reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

Section 17.2. Severability. The invalidity of any one or more provisions hereof or of any other agreement or instrument given pursuant to or in connection with this Agreement shall not affect the remaining portions of this Agreement or any such other agreement or instrument or any part thereof; and in the event that one or more of the provisions contained herein or therein should be invalid, or should operate to render this Agreement or any such other agreement or instrument invalid, this Agreement and such other agreements and instruments shall be construed as if such invalid provisions had not been inserted.

Section 17.3. Survival. It is the express intention and agreement of the Members that all covenants, agreements, statements, representations, warranties and indemnities made in this Agreement shall survive the execution and delivery of this Agreement.

Section 17.4. Waivers. Neither the waiver by a Member of a breach of or a default under any of the provisions of this Agreement, nor the failure of a Member, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right, remedy or privilege hereunder shall thereafter be construed as a waiver of any such provisions, rights, remedies or privileges hereunder.

Section 17.5. Exercise of Rights. No failure or delay on the part of a Member or Food for Health in exercising any right, power or privilege hereunder and no course of dealing between the Members or between a Member and Food for Health shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies which a Member or Food for Health would otherwise have at law or in equity or otherwise.

Section 17.6. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective successors and permitted assigns.

Section 17.7. Limitation on Benefits of this Agreement. It is the explicit intention of the Members that no person or entity other than the Members and Food for Health is or shall be entitled to bring any action to enforce any provision of this Agreement against any Member or the Company, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the Members (or their respective heirs, legal representatives, successors and assigns as permitted hereunder) and the Company; provided, however, that the Indemnitees shall, as intended third-party beneficiaries thereof, be entitled to the enforcement of Sections 8.1 and 8.2 hereof, but only as insofar as the obligations sought to be enforced thereunder are those of the Company.

Section 17.8. Entire Agreement. This Agreement contains the entire agreement among the Members with respect to the matters contained herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

Section 17.9. Pronouns. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the antecedent may require.

Section 17.10. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

Section 17.11. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Minnesota (but not including the choice of law rules thereof).

Section 17.12. Execution in Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all Persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the Persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

Section 17.13. Attorney Representation. The parties acknowledge they have had the opportunity to seek the advice of independent counsel and have either done so or elected not to seek the advice of independent counsel.

THE LIMITED LIABILITY COMPANY INTERESTS AND UNITS CREATED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAW. CONSEQUENTLY, THE LIMITED LIABILITY COMPANY INTEREST AND UNITS MAY NOT BE SOLD OR TRANSFERRED UNLESS SUBSEQUENTLY REGISTERED AND QUALIFIED UNDER SUCH LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION AND QUALIFICATION IS THEN AVAILABLE. OTHER RESTRICTIONS ON TRANSFER APPLY, AS HEREINAFTER SET FORTH.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective January 23, 2023.

Adam G. Southam,
Governor and Voting Member
Dated: 28-Aug-2025

Mike Thyken
Mike Thyken (Aug 29, 2025 07:22:14 CDT)

Mike Thyken,
Governor and Voting Member
Dated: 29-Aug-2025

Schedule A

Members
January 23, 2023

Member Name	Address	Equity Units	Voting Units	Prof/Int Units
Adam G. Southam	7124 Lynmar Lane Edina MN 55435	50,000	50,000	0
Mike Thyken	1240 S. 2nd Street Suite # 1421 Minneapolis MN 55415	50,000	50,000	0

Schedule "A"

AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF GONO LLC

The undersigned, Adam Gyles Southam, the President of GoNo LLC, a Minnesota limited liability company (the "Company") does hereby certify that the following resolution restating the Company's Articles of Organization was duly approved by the requisite votes of the Board of Governors and Members of the Company by Written Action in lieu of meeting effective September 11, 2022 to wit.

BE IT RESOLVED, that the Articles of Organization of GoNo LLC are hereby amended and restated in their entirety to read as follows:

ARTICLE I.

The name of the Company is GoNo LLC.

ARTICLE II.

The registered office of this Company is located at 4944 Penn Avenue South Minneapolis MN 55419

ARTICLE III.

Unless dissolved earlier according to law, or in accordance with the Member Control and Operating Agreement of the Members, this Company shall be perpetual from and after the date the Articles of Organization were filed with the Minnesota Secretary of State.

ARTICLE IV.

No member of this Company shall have any cumulative voting rights.

ARTICLE V.

No member of this Company shall have any pre-emptive rights as provided in Section 322B.33 of the Minnesota Statutes.

ARTICLE VI.

Membership interests in the Company shall be represented by Membership Units. Subject to any terms and conditions imposed by law, any operating agreement or any member control agreement for the Company, the Board of Governors is authorized to cause the limited liability company to issue up to and including one hundred million (100,000,000) Membership Units for such consideration and upon such terms and conditions as the Board of Governors shall approve. Except as provided in any applicable operating agreement or member control agreement of the limited liability company, Membership Units shall be equal in all respects and each Membership Unit

outstanding shall be entitled to one vote upon each matter for which members are entitled to vote.

ARTICLE VIII.

No governor or manager of this Company shall be personally liable to the company or its members for monetary damages for breach of fiduciary duty by such governor or manager as a governor or manager; provided, however, that except as provided in the Member Control and Operating Agreement of the Members, this Article shall not eliminate or limit the liability of a governor or manager to the extent provided by applicable law (i) for any breach of the governor's or manager's duty of loyalty to the Company or its members; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Sections 322B.56 or 80A.23 of the Minnesota Statutes; (iv) for any transaction from which the governor or manager derived any improper personal benefit in violation of the Member Control and Operating Agreement of the Members; or (v) for any act or omission occurring prior to the date when this Article becomes effective. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any governor of the Company for or with respect to any acts or omissions of such governor occurring prior to such amendment or repeal.

If the Minnesota Statute hereafter are amended to authorize a further elimination or limitation of the liability of governors, then the liability of a governor of the Company shall be eliminated or limited to the fullest extent permitted by the amended Minnesota Statutes.

IN WITNESS WHEREOF, the undersigned President of GoNo LLC, has executed these Amended and Restated Articles of Organization of the Company, as of the date first written above.

Adam G. Southam

Adam G. Southam, President

Office of the Minnesota Secretary of State

Minnesota Limited Liability Company | Amendment to Articles of Organization

Minnesota Statutes, Chapter 322C

Read the instructions before completing this form.

Filing Fee: $55 for expedited service in-person and online filings, $35 if submitted by mail

Note: Information provided when filing a business entity is public data and may be viewable online. This includes but is not limited to all individual names and addresses.

1. File Number: 1333396500024

2. List the name of this company currently on file with the Office of the Minnesota Secretary of State: (Required)

GoNo LLC

3. The articles of organization for this Limited Liability Company are amended pursuant to Chapter 322C.

AMENDMENT OPTIONS: Complete as many amendment options as apply. Complete an option only if you are changing the information related to that option.

4. The company name is changed to:

Food for Health, LLC

5. The registered office address is changed to:

--	--	MN	--
Street Address *(A post office box by itself is not acceptable)*	City	State	Zip Code

6. The registered agent is changed to:

--

7. The business mailing address has changed to:

--	--	--	--
Address	City	State	Zip Code

8. The articles of organization are otherwise amended as

--

9. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Adam G. Southall

Signature of Authorized Person or Authorized Agent	1/1/2025
	Date

Work Item 1528981100026
Original File Number 1333396500024

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
12/31/2024 11:59 PM

Steve Simon
Secretary of State

FFH MCO Agreement 27AUG25

Final Audit Report 2025-08-29

Created:	2025-08-29
By:	Adam G. Southam (adam@ffh.app)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXnXntMdByyVqp-561r2he7wDvS4SbTEp

"FFH MCO Agreement 27AUG25" History

Document created by Adam G. Southam (adam@ffh.app)
2025-08-29 - 1:02:09 AM GMT- IP address: 97.127.72.31

Document emailed to Adam G. Southam (adam@ffh.app) for signature
2025-08-29 - 1:02:16 AM GMT

Document emailed to Mike Thyken (mthyken@comcast.net) for signature
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Email viewed by Adam G. Southam (adam@ffh.app)
2025-08-29 - 1:02:35 AM GMT- IP address: 97.127.72.31

Document e-signed by Adam G. Southam (adam@ffh.app)
Signature Date: 2025-08-29 - 1:03:06 AM GMT - Time Source: server- IP address: 97.127.72.31

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Document e-signed by Mike Thyken (mthyken@comcast.net)
Signature Date: 2025-08-29 - 12:22:14 PM GMT - Time Source: server- IP address: 66.41.0.120

Agreement completed.
2025-08-29 - 12:22:14 PM GMT