

OPERATING AGREEMENT
OF
SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE MICHIGAN UNIFORM SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE. TRANSFER OF SUCH MEMBERSHIP INTERESTS IS RESTRICTED BY THE TERMS OF THIS OPERATING AGREEMENT.

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OPERATING AGREEMENT

OF

SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC

This Operating Agreement of SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC, a Michigan limited liability company (the "Company"), is made and entered into as of March 17, 2015, by and among the parties listed on the attached Exhibit A, as Members, but shall be effective as of the date on which Articles of Organization for the Company were filed with the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services. Certain capitalized terms used in this Operating Agreement are defined in Article 10 below.

RECITALS:

A. The parties to this Operating Agreement have caused a limited liability company, known as SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC, to be formed under the laws of the State of Michigan by filing Articles of Organization with the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services.

B. The parties desire to set forth in this Operating Agreement their entire agreement and understanding with respect to the constitution and operation of SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC as a Michigan limited liability company.

NOW, THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Operating Agreement agree as follows:

ARTICLE 1 FORMATION AND PURPOSE

1.1 Formation. The Company was organized by filing Articles of Organization with the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services on November 13, 2013.

1.2 Purpose. The Company was organized for the purpose of engaging in any activity within the purposes for which limited liability companies may be formed under the Michigan Act.

1.3 Name. The name of the Company shall be SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC. The Company may conduct its business under one or more assumed names, if so authorized by a vote of a Majority Interest.

1.4 Principal Place of Business. The Company's principal place of business shall be located at 8505 W. Warren Ave., Dearborn, MI 48126. The Company may establish additional

places of business, and may change the location of its principal place of business or any additional place of business, if so authorized by a vote of a Majority Interest.

1.5 Registered Office and Resident Agent. The Company's registered office shall be 8505 W. Warren Ave., Dearborn, MI 48126 and its resident agent at such registered office shall be Zeinat Shatila. Any change in either the Company's registered office or its resident agent or both shall be approved by a vote of a Majority Interest, in which event any Member may amend this Operating Agreement and the Articles of Organization (in the manner provided in Section 209 of the Michigan Act) accordingly.

1.6 Duration. The Company's duration shall be as is specified in the Articles of Organization, subject to earlier dissolution in accordance with either the other provisions of this Operating Agreement or the provisions of the Michigan Act.

1.7 Intention for Limited Liability Company. The Members have formed the Company as a limited liability company under and pursuant to the Michigan Act. The Members specifically intend and agree that the Company not be a partnership (including, but not necessarily limited to, a limited partnership) or any other venture, but a limited liability company under and pursuant to the Michigan Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person, and the Articles of Organization, this Operating Agreement and the relationships created pursuant to and arising from those documents shall not be construed to suggest otherwise.

1.8 Taxation as a Partnership. The Members intend that the Company shall be taxed as a partnership, pursuant to Subchapter K of the Code, for federal and state income tax purposes, and agree to report all Company items of income, gain, loss, deduction and credit in accordance with that Subchapter.

ARTICLE 2 CAPITAL CONTRIBUTIONS, COMPANY PERCENTAGES AND RELATED MATTERS

2.1 Initial Capital Contributions. Simultaneously with the execution of this Operating Agreement, each Member has made the initial Capital Contribution, if any, set forth opposite his, her or its name on the attached Exhibit A.

2.2 Company Percentages. The names and addresses of the Members, and their respective Company Percentages, are set forth on the attached Exhibit A.

2.3 Additional Capital Contributions.

(a) Additional Capital Calls. If a Majority Interest determines, at any time or from time to time, that Capital Contributions other than the Members' initial Capital Contributions ("Additional Capital") are required in order to enable the Company to pay its operating expenses, to meet its obligations in a timely fashion, to maintain sufficient

working capital, to make any other expenditures necessary or desirable to carry out its purpose or for any other purpose whatsoever, any Member, on behalf of the Company, shall call for such Additional Capital by written notice to all Members. Each Member shall be required to deliver his, her or its Share (defined below) of such Additional Capital to the Company within fifteen (15) days after the giving of such notice, and on the receipt of such Share, each Member's Capital Account shall be increased by the amount of his, her or its Share. Each Member's "Share" of the Additional Capital shall equal the product of the Additional Capital and such Member's Company Percentage.

(b) Dilution. If any Member (a "Defaulting Member") fails to advance all or any portion of his, her or its Share of any Additional Capital called for by the Company within the time period described in Section 2.3(a) above, another Member (a "Contributing Member") may contribute all of the amount which such Defaulting Member failed to advance. In such event, and following such contributions, the Defaulting and Contributing Members' respective Company Percentages shall be adjusted as follows: each Member's Company Percentage shall be adjusted to equal the product of 100% multiplied by a fraction, the numerator of which shall equal the total Capital Contributions such Member has made to the Company, and the denominator of which shall equal the aggregate Capital Contributions of all of the Members. In the event that more than one Member desires to contribute a Defaulting Member's Share of Additional Capital, such Members may do so pro rata, in accordance with their relative Company Percentages. If no Member elects to contribute the Defaulting Member's Share of Additional Capital, or if the Contributing Members do not contribute such Defaulting Member's full Share of Additional Capital, then to the extent of any such shortfall, the Company Percentage of the Defaulting Member shall be diluted (computed as if such full contribution had been made), and the Company Percentages of all non-Defaulting Members shall increase pro rata.

ARTICLE 3 PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Distributions of Excess Cash. The Tax Matters Partner may distribute the Excess Cash to the Members pro rata, at such times as the Tax Matters Partner may determine in his, her or its sole discretion, provided that such distributions are in proportion to the Members' Company Percentages. Distributions may be made from any source, provided they do not violate any agreement that the Company has with any of its creditors or any provision of the Michigan Act.

3.2 Allocation of Profits and Losses.

(a) Subject to the special allocations described in Section 3.3 below, all Profits shall be allocated:

(i) First, to the Members pro rata, in proportion to, and to the extent of, any Losses previously allocated to them pursuant to Section 3.2(b)(ii) below; and

(ii) Then, to the Members pro rata, in proportion to their respective Company Percentages.

(b) Subject to the special allocations described in Section 3.3 below, all Losses shall be allocated:

(i) First, to the Members pro rata, in proportion to, and to the extent of, any Profits allocated to them pursuant to Section 3.2(a)(ii) above; and

(ii) Then, to the Members pro rata, in proportion to their respective Company Percentages.

3.3 Special Allocations. Special allocations of items of income, gain, loss and deduction shall be made in the following order and priority:

(a) Company and Member Minimum Gain Chargebacks. Any provision of this Operating Agreement to the contrary notwithstanding, if there is a net decrease in either Company or Member Minimum Gain during any taxable year of the Company or other period for which allocations of Profits and Losses are made, and if such decrease is not the result of any of the circumstances described in Treasury Regulations Sections 1.704-2(f)(2) or (3) or 1.704-2(i)(4), then Profits for that period (and, if necessary, subsequent periods) shall be specially and specifically allocated to the Members in an amount equal to each Member's share of the net decrease in Company or Member Minimum Gain, as the case may be. The provisions of this Section 3.3(a) are intended to comply, and shall be interpreted consistently, with Treasury Regulation Sections 1.704-2(f)(1) and 1.704-2(i)(4), respectively.

(b) Qualified Income Offset. Profits (including, without limitation, gross income) shall be specially and specifically allocated to any Member who unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit balance in such Member's Capital Account, if any, as quickly as possible. The provisions of this Section 3.3(b) are intended to comply with the qualified income offset requirement of, and shall be interpreted consistently with, Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

3.4 Curative Allocations. The allocations set forth in Section 3.3(a) above are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1 and 1.704-2, but may not be consistent with the manner in which the Members intend to share the economic benefits of the Company. To ensure that the Members' economic intentions are not distorted, the Tax Matters Partner may request a waiver of the minimum gain chargeback rules pursuant to Treasury Regulations Sections 1.704-2(f)(4) and 1.704-2(i)(4), if the Tax Matters Partner deems it appropriate in his, her or its sole discretion. In addition, the Tax Matters Partner may allocate items not subject to Section 3.3(a) among the Members in such a manner as is necessary to prevent the allocations described in Section 3.3(a) from distorting the manner in which Company distributions would be divided among the Members pursuant to Section 3.1 above, if the

Tax Matters Partner deems its appropriate in his, her or its sole discretion. The Tax Matters Partner may accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Treasury Regulations, as the Tax Matters Partner deems appropriate in his, her or its sole discretion.

3.5 Section 704(c) Allocations. Profits and Losses with respect to any property contributed to the Company shall be allocated, solely for tax purposes, among the Members in accordance with the traditional method of making Code Section 704(c) allocations, described in Treasury Regulations Section 1.704-3(b). Allocations made pursuant to this Section 3.5 shall be for federal, state and local tax purposes only, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of distributions under any provision of this Operating Agreement.

ARTICLE 4 MANAGEMENT OF THE COMPANY; RIGHTS AND DUTIES OF MEMBERS

4.1 Management Vested with Members. The Company shall be managed jointly by its Members, each of whom shall have full and complete power, authority and discretion to manage and control the Company and its business and to make all incidental decisions, subject to Section 4.2 below and any power and authority which this Operating Agreement or the Michigan Act expressly vests in all of the Members, acting together, or a Majority Interest. Without limiting the generality of the immediately preceding sentence, but subject to Section 4.2 below and any power and authority which this Operating Agreement or the Michigan Act expressly vests in all of the Members, acting together, or a Majority Interest, each Member, acting alone, shall have the power, authority and discretion, for and on behalf of the Company:

(i) To purchase, in the ordinary course of the Company's business, any interest in any real or personal property for use in connection with the Company's business and, to the extent such purchases are for supplies to be used in connection with the Company's business, to incur unsecured debts owed to the Company's vendors;

(ii) To purchase any interest in any real or personal property, to hold such interest, if appropriate, for investment and appreciation and to ultimately sell, transfer, assign, convey, exchange or otherwise dispose of all or any portion of such interest;

(iii) To make, in the ordinary course of the Company's business, capital expenditures for the acquisition of or addition to any machinery, equipment, motor vehicles, fixtures, furniture or other property;

(iv) To sell, transfer, assign, convey, exchange or otherwise dispose, in the ordinary course of the Company's business, any real or personal property of the Company, or any interest in such property;

(v) To lease, in the ordinary course of the Company's business, real or personal property, whether the term of such leases (or any renewals of such leases) extend beyond the Company's duration;

(vi) To demand, sue for, settle, collect, receive and give releases and discharges for all monies, debts, accounts, interest, dividends, securities and other tangible or intangible personal or real property which now is due or belongs, or in the future shall be due or belong, to the Company;

(vii) To borrow money, in the ordinary course of the Company's business, and to secure such loans by security interests in or liens or other encumbrances on, property of the Company;

(viii) To settle and pay the Company's debts and obligations;

(ix) To engage, employ and dismiss employees, independent contractors, attorneys, accountants and other persons to perform management, administrative, sales or other services, and to defined such persons' respective duties and establish their compensation or remuneration;

(x) To make temporary advances to employees, representatives or agents of the Company for business travel and other similar purposes in the ordinary course of the Company's business;

(xi) To procure and maintain insurance policies for the protection of or for any purpose beneficial to the Company;

(xii) To purchase and maintain insurance on behalf of any Member against any liability or expense asserted against or incurred by him, her or it in any such capacity or arising out of his or her status as a Member, whether or not the Company has or could indemnify him, her or it against such liability or expense;

(xiii) To open, maintain, deposit into and withdraw from bank accounts, and, if desired, to designate other persons to execute checks or drafts on such accounts;

(xiv) To invest Company funds temporarily in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(xv) To commence, prosecute and defend all actions and other proceedings affecting the Company in any way;

(xvi) Generally, to carry on the Company's business in the ordinary course, to manage the Company's day-to-day operations and to carry out the development and expansion of the Company and its business in the ordinary course;

(xvii) To delegate any of the powers and authority granted to him, her or it pursuant to this Article 4 to any officer of the Company; provided, however, that in no case shall any Member be relieved of his, her or its fiduciary duties to the Company and the other Members as the result of any such delegation;

(xviii) To do such other acts as have been authorized by the affirmative vote of a Majority Interest (unless a greater percentage is specifically required pursuant to the Michigan Act, the Articles of Organization or this Operating Agreement); and

(xix) To negotiate, prepare, modify, change, execute, deliver and, if appropriate, file or record any and all documents, agreements, instruments and papers, and to do and perform any and all acts and deeds, which are or become necessary, proper, convenient or desirable in connection with or in furtherance of any of the powers enumerated above or in order to effectuate or carry out the Company's purpose, as described in Section 1.2 above.

4.2 Major Decisions.

(a) Any provision of this Operating Agreement to the contrary notwithstanding, unless such actions have been approved by a vote of the Majority Interest, no Member, acting alone, shall have the power or authority to:

(i) Purchase or otherwise acquire any interest in any real or personal property, or enter into contracts for any such purpose, if the aggregate amount of such purchases (not including purchases which were approved by a Majority Interest) exceeds Ten Thousand Dollars (\$10,000) during any fiscal year of the Company;

For the purposes of Section 4.1 above, the actions described in this Section 4.2(a) shall be deemed not to be in the ordinary course of the Company's business.

(b) In addition, any provision of this Operating Agreement to the contrary notwithstanding, the Members shall have the right to vote, in accordance with their Company Percentages, on each of the following matters:

(i) The dissolution of the Company, as provided in Section 7.1(a)(ii) below;

(ii) A merger involving the Company;

(iii) A transaction involving an actual or potential conflict of interest between a Member and the Company;

(iv) An amendment to the Articles of Organization, or an amendment to this Operating Agreement, as provided in Section 8.5 below;

(v) The sale, exchange, lease or other transfer, other than in the ordinary course of business, of all or substantially all of the Company's assets; and

(vi) Any other matters with respect to which this Operating Agreement expressly contemplates that the Members will have a right to vote.

Unless a greater vote is expressly required pursuant to any other provision of this Operating Agreement or any provision of the Articles of Organization, the matters described above shall require the affirmative vote of a Majority Interest.

4.3 Meetings of the Members; Actions by Written Consent.

(a) Any Member may call a meeting of the Members by giving written notice to each Member specifying the date, time, place and purpose of such meeting. A Member may participate in a meeting by conference telephone or similar communications equipment which enables all persons participating in the meeting to hear each other, and such participation shall constitute attendance at such meeting. Not all Members need attend a meeting of the Members. Regardless of the number of Members in attendance at a meeting, any action taken by the Members at such meeting shall be effective, provided that such action was taken in conformity or with the other provisions of this Operating Agreement.

(b) Any action which, pursuant to this Operating Agreement or the Michigan Act, is to be taken by all of the Members may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by all of the Members. Any action which, pursuant to this Operating Agreement or the Michigan Act, is to be taken by a Majority Interest may be taken, without a meeting of the Members and without a vote, pursuant to a written consent signed by a Majority Interest; provided that within three (3) days of its date, a copy is mailed to each Member who did not sign the written consent.

4.4 Standard of Care; Liability; Indemnification.

(a) Standard of Care. Each Member shall discharge his, her or its duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he, she or it reasonably believes is in the best interests of the Company and its Members. In discharging his, her or its duties, a Member may rely on information, opinions, reports or statements, including, but not necessarily limited to, financial statements or other financial data, prepared or presented by (i) one or more other Members or employees of the Company whom the Member in question reasonably believes is reliable and competent with respect to the matter prepared or presented, (ii) legal counsel, public accountants, engineers or other persons as to matters the Member in question reasonably believes are within such person's professional or expert competent, or (iii) a committee of the Members (if the appointment of such committee has been authorized pursuant to this Operating Agreement) of which the Member in question is not a member, if the Member in question reasonably believes such committee merits confidence; provided that the Member in question does not have knowledge concerning the matter in question which makes such reliance unwarranted.

(b) Liability.

(i) Each Member shall be liable to the Company and, derivatively, to its other Members for his, her or its gross negligence or willful misconduct. A Member's taking of any action or failure to take any action, or a Member's errors in judgment, the effect of which may cause or result in loss or damage to the Company, if done pursuant to the provisions of the Michigan Act, the Articles of Organization and this Operating Agreement, shall be presumed not to constitute gross negligence or willful misconduct on the part of such Member.

(ii) Each Member shall look solely to the Company's property for the return of his, her or its Capital Contributions and if the Company's property remaining after payment or discharge of the Company's debts and liabilities is insufficient to return such Capital Contributions, no Member shall have recourse against any other Member, except as provided in Section 4.4(b)(i) above.

(c) Indemnification. The Company shall indemnify, defend and hold harmless each Member (and, if applicable, its officers, directors, general or limited partners, members, employees, agents, successors and assigns) from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by a Member in defense of any act or omission), judgments or amounts paid in settlement by such Member by reason of any act performed, or omitted to be performed, by him, her or it in connection with the Company's business or in furtherance of the Company's interests, or in connection with any proceeding to which the Member is a party or is threatened to be made a party because he, she or it is or was a Member. The provisions of this Section 4.4(c), however, shall not relieve a Member of any liability which he, she or it may have (i) pursuant to Section 4.4(b) above for gross negligence or willful misconduct, (ii) in connection with the receipt of a financial benefit to which the Member is not entitled, (iii) pursuant to Section 308 of the Michigan Act, or (iv) in connection with a knowing violation of law, and no Member shall be entitled to indemnification with respect to any such matters. The indemnification afforded pursuant to this Section 4.4(c) shall be limited to the Company's assets, and no Member shall have a claim against any other Member by virtue of this Section 4.4(c), nor shall this Section 4.4(c) be construed so as to impose any obligation on any Member to make a Capital Contribution.

4.5 Self-Dealing. Any Member and any Affiliate of any Member may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise, if such Member has informed the other Members of the material terms of such dealings, and such dealings were approved, in advance, by a Majority Interest (as determined without regard to the Member in question). No contract or other act of the Company shall be voidable or affected in any manner by the fact that a Member or his, her or its Affiliate is directly or indirectly interested in such contract or other act apart from his, her or its interest as a Member, nor shall such Member or his, her or its Affiliate be accountable to the Company or the other Members with respect to any profits directly or indirectly realized by reason of such contract or other act, if such contract or other act was approved in accordance with this Section 4.5.

4.6 Devotion of Time to Company. No Member shall be required to manage the Company as his, her or its sole and exclusive function, and the Members may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other interests or activities of a Member or to the income or proceeds derived from such interests or activities. No Member shall incur liability to the Company or to any of the other Members as a result of engaging in any other interests or activities. The provisions of this Section 4.6 shall be subject to those of Section 4.5 above.

4.7 Compensation and Expenses.

(a) No Member shall be entitled to any compensation for managing the affairs of the Company in such capacity. This Section 4.7(a) shall not prohibit, however, the Company from retaining a Member or his, her or its Affiliates to perform services for or supply goods to the Company, and to compensate such Member or Affiliate for such services or goods, in accordance with Section 4.5 above.

(b) Section 4.7(a) above notwithstanding, the Company shall reimburse each Member for all reasonable costs and expenses incurred by him, her or it on behalf of the Company. Such costs and expenses may include, but shall not necessarily be limited to, legal and accounting fees relating to the organization of the Company, current and recurring legal and accounting expenses and all costs of negotiating financing relating to the Company's business.

4.8 Withdrawal. No Member shall be entitled to withdraw from the Company without first obtaining the written consent of all of the other Members. On any withdrawal in violation of this Section 4.8, such Member will forfeit any and all distributions which he may be entitled to receive under the Act or this Operating Agreement.

4.9 Limited Liability of Members. No Member shall be personally liable for the Company's acts, debts or obligations, unless the Michigan Act or any other provision of this Operating Agreement expressly provides otherwise.

4.10 Access to Company Information. On written request by a Member, the Company shall provide such Member with a copy of the Company's most recent annual financial statement and federal, state and local income tax returns and reports. On reasonable written request by a Member, (i) the Company shall provide such Member with information regarding the current state of business and financial condition of the Company; (ii) any Member, or his, her or its designated representative, may inspect and copy, at such Member's request, any of the records maintained pursuant to Section 8.2 below; and (c) a Member may obtain such other information regarding the Company's affairs or inspect, personally or through a representative, during ordinary business hours, such other books and records of the Company as is just and reasonable. Any Member may call for a formal accounting of the Company's affairs whenever circumstances render such request just and reasonable.

ARTICLE 5
ASSIGNMENT OF MEMBERSHIP INTERESTS
AND ADMISSION OF ADDITIONAL MEMBERS

5.1 Compliance with Securities Laws. Each Member covenants with, and represents and warrants to, the Company and the other Members as follows:

(a) Such Member has acquired his, her or its Membership Interest for his, her or its own account and for investment purposes only, and not with a view to the assignment of all or any portion of such Membership Interest;

(b) Such Member shall not assign all or any portion of his, her or its Membership Interest in a manner which violates any federal or state securities law; and

(c) Such Member shall indemnify, defend and hold harmless the other Members, the Company and the Company's, officers, employees, agents, successors and assigns from and against any and all losses, damages, liabilities, claims, demands, obligations, fines, penalties, expenses (including reasonable fees and expenses of attorneys engaged by the indemnitee in defense of any act or omission), judgments or amounts paid in settlement by the indemnitee incurred by the indemnitee as a result of any breach of the covenants, representations and warranties made in this Section 5.1 by such Member.

5.2 Assignments and Substitute Members.

(a) Effect of Assignments. Subject to the remaining provisions of this Section 5.2, a Member may assign all or any portion of his, her or its Membership Interest at any time. Notwithstanding the immediately preceding sentence, an assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company or to become, or exercise any rights of, a Member. An assignment of a Membership Interest merely entitles the assignee to receive, to the extent assigned, distributions to which the assigning Member would be entitled pursuant to this Operating Agreement. In no event shall the Company or any other Member have any obligation whatsoever to recognize an assignment of a Membership Interest unless the assignee has been admitted, in accordance with Section 5.2(b) below, as a substitute Member in place of the assigning Member to the extent of the Membership Interest assigned. Until such time as the assignee has been so admitted, the Company and the other Members may consider the assigning Member to be the owner of his, her or its Membership Interest for all purposes relevant to the Articles of Organization, this Operating Agreement and the Michigan Act, and all distributions relating to the assigned Membership Interest may be made to the assigning Member, it being his, her or its responsibility to forward the appropriate portion of such distributions to the assignee.

(b) Substitute Members. An assignee of a Membership Interest shall be admitted as a substitute Member in place of the assigning Member to the extent of the

Membership Interest assigned, only on satisfaction of each of the following conditions precedent:

(i) A Majority Interest consents to such admission in writing;

(ii) The agreement effecting the assignment is reasonably satisfactory, in form and substance, to the Tax Matters Partner (or, if the Tax Matters Partner is the assigning Member, the Member (other than the Tax Matters Partner) with the largest Company Percentage) (the "Approving Member") and the Company's counsel, and the assigning Member and the assignee have executed and acknowledged such agreement and such other documents, instruments and papers as the Approving Member and the Company's counsel reasonably deem necessary, proper, convenient or desirable in order to evidence or effect the assignment or the admission of the assignee as a substitute Member in place of the assigning Member to the extent of the Membership Interest assigned;

(iii) The assignee accepts, adopts and agrees to be bound by all of the terms and provisions of this Operating Agreement, as it may have been amended, from and after the effective date of the Assignment, as if the assignee had joined in the original execution of this Operating Agreement (and all subsequent amendments to this Operating Agreement) as a Member. Such acceptance, adoption and agreement shall be set forth in a writing, the form and substance of which shall be reasonably satisfactory to the Approving Member and the Company's counsel; and

(iv) The assignee has paid, or acknowledged that he, she or it is obligated to pay, all reasonable fees and expenses (including, without limitation, all reasonable attorneys' fees and expenses) incurred by the Company in connection with such admission.

The Approving Member may waive compliance with any or all of the above requirements, except the requirement set forth in clause (i) above, as the Approving Member deems appropriate in his, her or its sole discretion.

(c) Effect of Assignment. An assignee who is admitted as a substitute Member in accordance with Section 5.2(b) above has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under the Articles of Organization, this Operating Agreement and the Michigan Act. Such an assignee also is liable for any obligations of his, her or its assignor to make Capital Contributions and to return distributions, to the extent provided in the Michigan Act or this Operating Agreement, but shall not be obligated for liabilities unknown to the assignee at the time he, she or it became a Member, unless the liabilities are shown on the Company's financial records.

(d) Intent. The provisions of this Section 5.2 are intended to comply with, and shall be interpreted consistently with, Sections 505 and 506 of the Michigan Act.

5.3 Section 754 Election. In the event of the assignment of all or any portion of a Membership Interest voluntarily by way of a sale or exchange (and the subsequent admission of the assignee as a substitute Member pursuant to Section 5.2 above) or by operation of law on the death of a Member, the Company shall elect, pursuant to Code Section 754, to adjust the basis of the Company's property, if the recipient of the Membership Interest so requests, and if the Tax Matters Partner consents to such adjustment (which consent shall not be unreasonably withheld). Each Member shall provide the Company with all information necessary to make such election. Any provision of this Operating Agreement to the contrary notwithstanding, any change in the amount of depreciation deducted by the Company or any change in the gain or loss of the Company for federal income tax purposes resulting from such election shall be allocated entirely to the recipient of the Membership Interest in question; provided, however, that neither the Company Percentage of any Member, the Capital Contribution obligations of any Member nor the amount of any distributions of Excess Cash shall be affected as a result of such election; and provided, further, that such election shall have no effect except for federal income tax purposes.

5.4 Admission of Additional Members. In order for a person to be admitted as an additional Member, such admission, and the terms and conditions of such admission, must be approved by a Majority Interest and such person must accept, adopt and agree to be bound by all of the terms and provisions of this Operating Agreement, as the same may have been amended, as if such person had joined in the original execution of this Operating Agreement. Any provision of this Operating Agreement to the contrary notwithstanding, the provisions of this Section 5.4 shall not govern or apply to any admission to be effected in connection with the assignment of a Membership Interest, as contemplated in Section 5.2 above.

5.5 Amendment of Operating Agreement to Reflect Assignment. Notwithstanding Section 8.5 below, any Member may amend this Operating Agreement to reflect any assignment or admission of a substitute or additional Member accomplished in accordance with this Article 5.

5.6 Definition. As used in this Article 5, the term "assign" means to sell, transfer, assign, gift, pledge or otherwise dispose of or encumber all or any portion of a Membership Interest. All derivations of the term "assign" shall have similar meanings, as is appropriate.

ARTICLE 6 NOTICES

6.1 Manner of Delivery. Any notice, election, demand, request, consent, approval, concurrence or other communication given or made under any provision of this Operating Agreement shall be deemed to have been sufficiently given or made for all purposes only if it is in writing and it is: (a) delivered personally to the party to whom it is directed; (b) sent by first class mail or overnight express mail, postage and charges prepaid, addressed to the party to whom it is directed, at his, her or its address set forth below his, her or its signature hereto; or (c) facsimile to the party to whom it is directed, at his, her or its address set forth below his, her or its signature hereto.

6.2 Date. Unless any other provision of this Operating Agreement expressly provides to the contrary, any notice, election, demand, request, consent, approval, concurrence or other communication (i) given or made in the manner indicated in Section 6.1(a) above shall be deemed to have been given or made on the day on which it was delivered; (ii) given or made in the manner indicated in Section 6.1(b) above shall be deemed to have been given or made on the second business day after the day on which it was deposited in a regularly maintained receptacle for the deposit of the United States' mail, or in the case of overnight express mail, on the business day immediately following the day on which it was deposited in a regularly maintained receptacle for the deposit of overnight express mail; and (c) given or made in the manner indicated in Section 6.1(c) above shall be deemed to have been given or made when received by the facsimile owned or operated by the intended recipient.

6.3 Change of Address. Any Member or the Company may change his, her or its address for purposes of this Operating Agreement by giving all of the Members and the Company notice of such change in the manner provided in Section 6.1 above.

ARTICLE 7 DISSOLUTION

7.1 Events of Dissolution. The Company shall be dissolved and its affairs wound up on the occurrence of any of the following events, whichever occurs first:

- (a) The expiration of the period fixed for the Company's duration set forth in its Articles of Organization;
- (b) The happening of an event specified in the Articles of Organization or this Operating Agreement;
- (c) The unanimous written vote of all of Members entitled to vote; or
- (d) The entry of a decree of judicial dissolution.

7.2 Winding Up and Liquidating Distributions. On the dissolution of the Company pursuant to Section 7.1 above or otherwise, the Tax Matters Partner (or, if there no longer is one, the Member with the largest Company Percentage) (the "Distribution Member") shall file a Certificate of Dissolution for the Company with the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services and shall wind up the Company's affairs in accordance with the provisions of the Michigan Act. Once the Company's affairs have been wound up, the Distribution Member shall proceed with an orderly liquidation of the Company's assets. On completion of such liquidation, the Distribution Member shall file all tax returns and pay all tax obligations required by applicable Michigan law, and within a reasonable time, the Distribution Member shall furnish each Member with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of dissolution and the proceeds and expenses of the Company's liquidation. The Distribution Member shall apply or distribute the proceeds of the liquidation in the following order of priority:

(a) First, to the Company's creditors, whether they are or are not Members, to the extent permitted by applicable law, in satisfaction of the debts and liabilities of the Company and the expenses of liquidation, other than debts and liabilities for distributions to Members under Section 3.1 above. At the same time, the Distribution Member shall establish such reserves as he, she or it reasonably deems necessary, and in such amounts as he, she or it reasonably deems necessary, for any contingent or unforeseen debts, liabilities or obligations of the Company. The Distribution Member shall pay such reserves over to a bank or other institutional escrow agent to be held, for such period of time as the Distribution Member reasonably deems appropriate, for the purpose of future disbursement in payment of such debts, liabilities and obligations. On the expiration of the period described above, the Distribution Member shall distribute the balance of such reserves in accordance with this Section 7.2;

(b) Then, to the Members, and to any former Members, in satisfaction of any liabilities for distributions under Section 3.1 above; and

(c) Finally, to the Members pro rata, in proportion to their positive Capital Account balances; provided, however, that the Members' Capital Accounts first shall be adjusted to reflect the manner in which any unrealized income, gain, loss and deduction inherent in the Company's property, which has not previously been reflected in the Members' Capital Accounts, would be allocated among the Members if there had been a taxable disposition of the Company's assets at fair market value on the date of distribution.

ARTICLE 8 MISCELLANEOUS

8.1 Fiscal Year. The Company's fiscal year shall be the calendar year.

8.2 Books and Records. The Company's books shall be kept on such method of accounting as has been approved by a vote of a Majority Interest. The Company's books shall be maintained in a full and accurate manner at its principal place of business or at such other location or locations as has been approved by a vote of a Majority Interest, and each and every transaction of the Company shall be entered fully and accurately in such books. The Company shall keep the following records at its registered office: (i) a current and accurate list of each Member, including his, her or its full name and last known address; (ii) a copy of the Articles of Organization and this Operating Agreement, including all amendments and restatements; and (iii) copies of the Company's federal, state and local tax returns and financial statements for the Company's last three (3) fiscal years.

8.3 Financial Statements. At the Company's expense, the Tax Matters Partner shall cause to be prepared and distributed to all of the Members all appropriate information relating to the Company that is necessary for the preparation of the Members' federal income tax returns.

8.4 Governing Law. This Operating Agreement shall be deemed to have been entered into within the State of Michigan. This Operating Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.

8.5 Amendments. Except to the extent that another provision of this Operating Agreement expressly provides to the contrary, any amendment to this Operating Agreement must be approved, in writing, by a Majority Interest; provided, however, that any amendment to Sections 2.3, 3.1, 3.2, 4.1, 4.2, 4.5 and 7.2 above, or to this Section 8.5, shall require the approval of Members owning an aggregate of at least seventy five percent (75%) of the Company Percentage.

8.6 Binding Effect. Except to the extent that another provision of this Operating Agreement expressly provides to the contrary, this Operating Agreement shall be binding on and inure to the benefit of the parties to it and their respective personal representatives, executors, administrators, heirs, devisees, successors and permitted assigns.

8.7 Severability. The provisions of this Operating Agreement shall be severable. Any article, section, paragraph, clause or provision of this Operating Agreement which is found to be unenforceable or invalid shall not affect the enforceability or validity of any other article, section, paragraph, clause or provision of this Operating Agreement.

8.8 Pronouns. References in this Operating Agreement to a Member, or any other person in the singular or plural or as him, her, it, or other like references, shall also, where the context so requires, be deemed to include the singular or the plural reference, or the masculine, feminine or neuter reference, as the case may be.

8.9 Counterparts and Facsimile Signatures. This Operating Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Copies (whether facsimile, photostatic or otherwise) of signatures to this Operating Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

ARTICLE 9 DEFINITIONS

9.1 Definitions. As used in this Operating Agreement, the following terms shall have the following meanings:

(a) An "Affiliate" of a person is (i) any person who, directly or indirectly, controls, is controlled by or is under common control with such person, (ii) if such person is an entity, any officer, director, manager or trustee, or (iii) any person who is an officer, director, manager or trustee, or who, directly or indirectly, controls, is controlled by or is under common control with any person described in clauses (i) or (ii) of this sentence. For the purposes of this definition, the term "control" means to own or to have power to vote or direct the vote of at least ten percent (10%) of the outstanding voting securities of another person.

(b) "Articles of Organization" means the Articles of Organization of SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC filed with the Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services in accordance with the Michigan Act, as the same may be amended or restated from time to time.

(c) "Capital Account" means, with respect to each Member, a single capital account which shall be established for such Member and which shall be maintained for such Member in accordance with the Treasury Regulations Section 1.704-1(b)(2)(iv).

(d) "Capital Contribution" means the value that a Member contributes to the Company's capital, whether in the form of cash, property (tangible or intangible), services or a promissory note or other binding obligation to contribute cash or property or to perform services, whenever made.

(e) "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" means SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC, a limited liability company organized under the laws of the State of Michigan pursuant to the Articles of Organization and this Operating Agreement.

(g) "Company Minimum Gain" has the meaning assigned to the term partnership minimum gain in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1). Generally speaking, Company Minimum Gain equals the excess of the amount by which a nonrecourse liability exceeds the adjusted tax basis of the Company property it encumbers.

(h) "Company Percentage" means a Member's right to a specified percentage of the Company's capital, Profits, Losses and distributions, as set forth in the attached Exhibit A.

(i) "Excess Cash" means, at any time, that portion of the cash and cash equivalent assets of the Company which the Company has determined, by vote of a Majority Interest, exceeds the amount of cash needed by the Company to (i) remain "solvent", (ii) maintain adequate working capital and reserves, and (iii) conduct its business and carry out its purposes as described in Section 1.2 above. In making this determination, the Members shall take into account the Company's then current and foreseeable sources of, and needs for, cash. For the purposes of this definition, the Company is "solvent" if it is capable of paying its debts as they become due in the usual course of business and the value of its assets are equal to or greater than the sum of its liabilities. This definition of the term "solvent" is intended to override, to the extent permitted under the Michigan Act, the provisions of Section 307(1) of the Michigan Act.

(j) "Majority Interest" means one or more Members, the aggregate of the Company Percentages of whom is greater than fifty percent (50%).

(k) "Member" means each person who has executed this Operating Agreement as a Member and each person who may become a Member by accepting, adopting and agreeing to be bound by all of the terms and provisions of this Operating Agreement, as it may have been amended or restated, as if such person had joined in the original execution of this Operating Agreement (and all amendments and restatements) as a Member.

(l) "Member Minimum Gain" means an amount, with respect to each Member nonrecourse debt, equal to the Company Minimum Gain that would result if such Member nonrecourse debt were treated as a nonrecourse liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(m) "Membership Interest" means, with respect to each Member, such Member's entire rights and interest in the Company and the Company's property, assets, capital and business, including, but not limited to, such Member's right to receive distributions of the Company's assets and any right to participate in the management of the Company's affairs, all as and to the extent provided in this Operating Agreement and the Michigan Act.

(n) "Michigan Act" means the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, MCLA Section 450.4101 - .5200, as it may be amended from time to time.

(o) "Operating Agreement" (or "Agreement") means this Operating Agreement of SHATILA FOOD PRODUCTS AND MANUFACTURING, LLC, as it may be amended or restated from time to time.

(p) "Profits" and "Losses" mean, for each taxable year of the Company or other period, an amount equal to the Company's federal taxable income or loss (as is appropriate) for such year or other period, as determined in accordance with Code Section 703(a) (including all items of income, gain, loss or deduction required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:


(i) Any income of the Company which is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to taxable income or loss; and

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B), and any other items treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), which are not otherwise taken into account in computing Profits or Losses shall be subtracted from taxable income or loss.

(q) "Treasury Regulations" includes proposed, temporary and final regulations promulgated under the Code in effect as of the date of the filing of the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

MEMBERS:



Zeinat Shatila, President, on behalf of
Shatila Food Products, Inc.

EXHIBIT A

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Company Percentage</u>
Shatila Food Products, Inc.	Various Assets Transferred from Member	100%