

OPERATING AGREEMENT

OF

ARTISAN MEAT PROCESSORS, LLC,

a Georgia limited liability company

EFFECTIVE AS OF MARCH 5, 2009

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT, AS AMENDED, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

**OPERATING AGREEMENT
OF
ARTISAN MEAT PROCESSORS, LLC**

This Operating Agreement (the “Operating Agreement”) of ARTISAN MEAT PROCESSORS, LLC, a Georgia limited liability company (the “Company”), is made effective as of the 5th day of March, 2009, by the Company and the Members whose signatures appear on the signature page hereof.

RECITALS:

WHEREAS, the Company was formed as a Georgia limited liability company on March 5, 2009, pursuant to the terms and provisions of the Articles of Organization of the Company filed with the Secretary of State of Georgia; and

WHEREAS, the undersigned Members wish to set forth their undertaking and agreement as Members of the Company.

NOW, THEREFORE, in consideration of the mutual premises, the covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Members hereby agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Affiliate” means a Person who is (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting rights, by contract or otherwise.

“Articles of Organization” means the Articles of Organization of ARTISAN MEAT PROCESSORS, LLC, dated as of March 5, 2009, as filed with the Secretary of State of Georgia, and as the same may be amended from time to time.

“Capital Account” shall have the meaning set forth in Section 6.02(a).

“Capital Contribution” means any money or other property (or if the context requires, the total amount of money and the fair market value of property) actually contributed, or deemed (for United States federal income tax purposes) to have been contributed, to the capital of the Company by any Member, whether as an initial Capital Contribution or as an additional Capital Contribution.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Company” means ARTISAN MEAT PROCESSORS, LLC, a Georgia limited liability company.

“Distributable Cash” means all cash, revenues and funds received by the Company from Company operations, plus any cash that becomes available from Reserves, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company’s business; (iii) any salaries, fees and other compensation payable to Affiliates of any Member or Members, as may be authorized hereunder; (iv) such funds that the Manager elects to reinvest on behalf of the Company, and (v) such Reserves as the Manager deems reasonably necessary or appropriate for the proper operation of the Company’s business.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Fair Market Value” at any time means the fair market value of the asset in question, as determined in the good faith judgment of the Manager.

“Georgia Act” means the Georgia Limited Liability Company Act as codified in O.C.G.A. Sections 14-11-100 through 14-11-1109, as may be amended from time to time.

“Key Employee Employment Agreement” means that certain Key Employee Employment Agreement, dated March 5, 2009, by and between the Company and Jason Atwell.

“Majority Vote” means a vote of those Members who, when taken together, hold in excess of fifty percent (50%) of the total outstanding Membership Interest in the Company.

“Manager” or “Managers” means Henry P. Rosenblum and/or such other Persons who shall hold the office of Manager of the Company pursuant to the provisions of Article V hereof.

“Member” means each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become a Member. To the extent a Manager has purchased a Membership Interest in the Company, such Manager will have all the rights of a Member with respect to such Membership Interest, and the term “Member” as used herein shall include a Manager to the extent such Manager has acquired such Membership Interest in the Company.

“Membership Interest” means a Member’s entire ownership and other interest in the Company including, but not limited to, the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Georgia Act and the right to receive any distributions of the Company’s Profit or Loss.

“Net Profits” or “Net Losses” means, with respect to any period, the taxable income or loss, respectively, of the Company for such period, determined in accordance with section 703(a) of the Code (for this purpose, all items of income, gain, loss, deduction, or credit required to be separately stated pursuant to section 703(a)(1) of the Code shall be included in taxable income or loss); *provided, however*, that: (i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses under this definition shall be added to such income or loss; and (ii) any expenditures of the Company during such period which are described or treated under Regulation section 1.704-1(b)(2)(iv)(i) as described, in section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits or Net Losses shall be subtracted from such taxable income or loss. Notwithstanding anything to the contrary contained in this definition, income, gain, or loss resulting from the disposition of, distribution to a Member of, or depreciation, amortization, or other cost recovery deductions with respect to, any asset of the Company shall be computed by reference to the book value of the asset disposed of, distributed or depreciated, amortized, or otherwise recovered, notwithstanding that the adjusted tax basis of that asset differs from its book value.

“O.C.G.A.” means the Official Code of Georgia Annotated.

“Operating Agreement” means this Operating Agreement as originally executed and as amended from time to time.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Reserves” means funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager of the Company for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company’s business.

“Regulations” means the Federal Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

“Transfer” means any transfer, sale, assignment, pledge, lien, encumbrance, or other disposition of any kind (including any of the foregoing that are effected or incurred by gift, for consideration, voluntarily, involuntarily, for collateral purposes, upon foreclosure, in a judicial sale, incident to divorce, during lifetime, upon death, by operation of law or otherwise). A “Transfer” of a security also includes any swap or other transaction (including a short sale covered by that security) that transfers all or part of the economic consequence of ownership) or any other incident of ownership) of that security. “Transfer” does not, however, include a sale or exchange of any security occurring in and solely by virtue of a merger or consolidation to which

the Company is a constituent party. Where used as a verb, "Transfer" means the act of making a Transfer as defined above.

"Units" shall mean one of a number of equal interests of ownership in the Company, including without limitation, rights to distribution, allocations, information, to consent or approve, and to vote. The number of Units shall be as set forth on Exhibit A.

Other terms defined herein have the meanings so given them.

ARTICLE II

FORMATION OF COMPANY

2.01 Formation. The Company was formed on March 5, 2009 upon the filing of the Articles of Organization executed by the organizer designated below and filed with the Secretary of State of Georgia, in accordance with the provisions of the Georgia Act. The Members hereby adopt the terms and provisions of the Articles of Organization of the Company dated March 5, 2009, as filed with the Secretary of State of Georgia.

2.02 Name. The name of the Company is ARTISAN MEAT PROCESSORS, LLC.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Georgia is 1700 Enterprise Blvd., Suite 107, Marietta, Georgia 30168. The Company may locate its places of business at any other place or places as the Manager may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial Registered Office shall be at the office of its registered agent at 1201 West Peachtree Street, Suite 2300, Atlanta, Fulton County, Georgia 30309 and the name of its initial registered agent at such address is Ethan H. Cohen, Esq. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Georgia pursuant to the Georgia Act and the applicable rules promulgated thereunder.

2.05 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue in perpetuity unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act.

2.06 Organizer. The organizer of the Company shall be Henry P. Rosenblum, and the mailing address of such organizer is 1700 Enterprise Blvd., Suite 107, Marietta, Georgia 30168. The organizer has executed and filed the Articles of Organization with the Secretary of State of Georgia, and the Articles of Organization so filed with the Secretary of State of Georgia are hereby approved and adopted by the Members.

ARTICLE III

BUSINESS OF COMPANY

3.01 Business of Company. The Company's business and purpose shall be to manufacture, sell (at wholesale and retail), and distribute gourmet, processed meat products as well as engage in all activities necessary, customary, convenient, or incident to any of the foregoing or otherwise permitted under the Georgia Act and other applicable laws and reasonably related to the business.

ARTICLE IV

MEMBERS

4.01 Members. The Members of the Company are the Persons executing this Operating Agreement as of the date of this Operating Agreement, and each is admitted to the Company as a Member effective contemporaneously with the execution by such Person of this Operating Agreement.

4.02 Additional Members. Additional Persons may be admitted to the Company as Members, and Units may be created and issued to those Persons and to existing Members, on the approval of a Majority Vote of Members, on such terms and conditions as determined by the Majority Vote of Members at the time of admission. Any such admission is effective only after the new Member has executed and delivered to the other Members a document including the new Member's notice address, and its agreement to be bound by this Operating Agreement.

4.03 Name and Address. The names and notice addresses of the Members are set forth on Exhibit A, attached hereto and incorporated herein by this reference.

4.04 Limitation on Liability. The Members' liability shall be limited as set forth in this Operating Agreement, the Georgia Act and other applicable law. No Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company, or to any other third party, for the commitments, debts, liabilities, or any other obligations or for any losses of the Company, including under a judgment, decree or order of a court, beyond such Member's Capital Contribution, except as provided by law.

4.05 No Withdrawal. Members do not have the right or power to withdraw from the Company as a Member, provided, however, that, upon termination of employment, Jason Atwell shall have the option to require the Company to repurchase his Units as set forth in Section VI.B. of the Key Employee Employment Agreement.

4.06 Waiver of Dissenters' Rights. The Members hereby waive dissenters' rights or other right to dissent under O.C.G.A. § 14-11-1002 or otherwise under the Georgia Act to the extent permitted under applicable law.

4.07 Voting. Anything in this Operating Agreement to the contrary notwithstanding, any and all rights of the Members to vote on, approve, or consent to actions of the Company or

the Manager, including, but not limited to, those set forth in O.C.G.A. § 14-11-309, shall require only a Majority Vote.

ARTICLE V

MANAGEMENT

5.01 Management.

(a) The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business including, without limitation, the following:

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

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

(iii) maintaining the assets of the Company in good order;

(iv) borrowing money or otherwise committing the credit of the Company for Company activities, making voluntary prepayments or extensions of debt and pledging Company assets to secure Company borrowing;

(v) collecting sums due the Company;

(vi) to the extent that funds of the Company are available therefor, paying debts and obligations of the Company;

(vii) acquiring, utilizing for Company purposes, and disposing of any asset of the Company;

(viii) selecting, removing, and changing the authority and responsibility of lawyers, accountants, and other advisers and consultants;

(ix) obtaining insurance for the Company;

(x) determining distributions of Company cash and other property as provided in Section 7.01;

(xi) creating and investing in partnerships, corporations or other entities whose business is compatible with the business of the Company and purchasing or disposing of interests in such entities; and

(xii) employing and dismissing such agents, employees, managers, accountants, attorneys, consultants, and other persons necessary and appropriate to carry out the business of the Company.

(b) No person, firm, or corporation dealing with the Company will be required to inquire into, or obtain any consents in other documentation as to, the authority of the Manager to take any action allowed by this Section 5.01, or otherwise by this Operating Agreement or to exercise any such rights or powers.

(c) The exercise of all Company powers stated herein are subject to the provisions of the Articles of Organization and this Operating Agreement.

5.02 Number, Term, and Qualifications.

(a) The Company shall initially have one Manager, who is Henry P. Rosenblum. The number of Managers may be changed from time to time by a Majority Vote of the Members.

(b) The Manager shall hold office until his earlier death, resignation, or removal pursuant to Section 5.08.

(c) The Manager need not be a resident of the State of Georgia or a Member of the Company.

5.03 Certain Powers Withheld. Unless authorized to do so by this Operating Agreement or by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member who is not also a Manager shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.04 Restrictions on Authority of Manager. The Manager shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of the Members:

(a) knowingly do any act in contravention of this Operating Agreement;

(b) knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Operating Agreement; or

(c) knowingly perform any act that would cause the Company to conduct business in a state which has neither enacted legislation which permits limited liability companies to organize in such state nor permits the Company to register to do business in such state as a foreign limited liability company.

5.05 Liability for Certain Acts. The Manager shall perform his duties in good faith, in a manner he reasonably believes to be in the best interest of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. Regardless of the Manager's actions or care in performance of his duties, he shall not have any liability by reason of being or having been Manager. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall be not liable to the Company or to any Member for any loss or damage sustained by the Company or any Member.

5.06 Manager and Members Have No Exclusive Duty to Company. The Manager shall not be required to manage the Company as his sole and exclusive function and he 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 the Members shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or the Members or to the income or proceeds derived therefrom. Neither the Manager nor the Members shall incur any liability to the Company or to the Members as a result of engaging in any other business or venture.

5.07 Resignation. The Manager may resign at any time by giving written notice to the Members. The resignation of the Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.08 Removal. The Manager may be removed at any time, with or without cause, by a Majority Vote of the Members.

5.09 Vacancies. Any vacancy occurring for any reason in the position of Manager may be filled by a Majority Vote of the Members. The Manager elected to fill a vacancy shall hold office until his earlier death, resignation, or removal pursuant to Section 5.08.

5.10 Indemnification of Manager, Employees and Other Agents. The Company shall indemnify the Manager and make advances for expenses incurred by the Manager to the maximum extent permitted under the Georgia Act. The Company shall further indemnify its officers, employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Manager.

5.11 Compensation. The compensation of the Manager, if any, shall not exceed \$150,000 and may be fixed from time to time by a Majority Vote of the Members.

5.12 Officers. The Manager may delegate the management of the Company's day-to-day business affairs to one or more officers. Unless otherwise directed by the Manager, all actions of the Company may be taken by the appropriate duly authorized officers. The Manager may remove any officer of the Company with or without cause.

ARTICLE VI

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

6.01 Capital Contributions. Each of the Members shall make an initial Capital Contribution as set forth in Exhibit A.

6.02 Capital Accounts. The Company shall establish for each Member a capital account on its books (each a "Capital Account"). One established on the books of the Company, each Member's Capital Account thereafter shall be (a) increased by the amounts of (i) any Capital Contributions made by such Member, (ii) that Member's allocable share of the Company's Net Profits and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any Company assets distributed to such Member, and (b) reduced by the amounts of (i) any distributions by the Company of cash or other property to that Member, (ii) that Member's allocable share of the Company's Net Losses and (iii) the amount of any liabilities of that Member which are assumed by the Company or that are secured by any property contributed by that Member to the Company. The provisions of this Section 6.02 relating to the maintenance of Capital Accounts are intended to comply with section 1.704(b) of the Regulations and shall be interpreted and applied in a manner consistent with those Regulations.

6.03 Return of Capital Contributions. No Member shall be entitled to withdraw any part of his or her Capital Contributions or his or her Capital Account or to receive any distribution from the Company, except as specifically provided in this Operating Agreement. Except as otherwise provided herein, there shall be no obligation to return to any former Member or his successor any part of such Member's Capital Contribution or Capital Account, or to make any distribution thereto, for so long as the Company continues in existence.

6.04 Additional Contributions. No Member shall be obligated to make any Capital Contributions to the Company other than the Member's initial Capital Contribution. The Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Manager determines that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Membership Interests.

ARTICLE VII

DISTRIBUTIONS AND ALLOCATIONS TO THE MEMBERS

7.01 Distributions.

(a) Distributable Cash may be distributed among the Members from time to time, in the sole discretion of the Manager, in proportion to their respective Membership Interests in the Company.

(b) The Company is authorized to withhold from distributions to a Member, or with respect to allocations to a Member, and to pay over to a federal, foreign, state, or local

government, any amounts required to be withheld pursuant to the Code or any provisions of any other federal, foreign, state, or local law. Any amounts so withheld shall be treated as having been distributed to that Member as provided in this Article VII for all purposes of this Operating Agreement, and shall be offset against the current or next amounts otherwise distributable to that Member.

7.02 No Right to Distributions. A Member has the right to demand or receive distributions of any amount only as expressly provided in this Article VII or in liquidation of its Membership Interest as provided in this Operating Agreement.

7.03 Limitation on Distributions. No distribution shall be made if prohibited by O.C.G.A. Section 14-11-407.

7.03 Allocations of Net Profits and Net Losses. Net Profits and Net Losses of the Company shall be allocated among the Members in proportion to their respective Membership Interests in the Company.

ARTICLE VIII

TRANSFERABILITY

8.01 No Member shall Transfer all or any portion of the Member's interest in the Company without a Majority Vote of the Members and prior written consent of the Manager, and no transferee shall be admitted as a substituted Member without a Majority Vote of the Members. All Transfers of a Member's Membership Interest in the Company shall be in writing and in form and substance reasonably satisfactory to counsel of the Company and shall contain a statement by the transferee of its intention to be bound by this Operating Agreement and shall provide for payment by the transferring Member of all reasonable expenses incurred by the Company in connection with the Transfer.

ARTICLE IX

TAXES, BOOKS AND RECORDS

9.01 Accounting Period. The Company's accounting period shall be the calendar year.

9.02 Accounting Method. The Company's accounting method shall be cash basis.

9.03 Records, Audits and Reports. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Member or its duly authorized representative during

reasonable business hours. Among its books and records, the Company shall keep at its principal place of business the following records:

- (a) a current list of the full name and last known address of the Members and the Manager;
- (b) copies of records to enable the Members to determine relative voting rights, if any;
- (c) a copy of the Articles of Organization of the Company and all amendments thereto;
- (d) copies of the Company's written Operating Agreement, together with any amendments thereto; and
- (e) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years.

ARTICLE X

DISSOLUTION AND TERMINATION

10.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

- (i) when the period fixed for the duration of the Company shall expire pursuant to Section 2.05 hereof; or
- (ii) by written action of the Members subject to the limitations contained in Article VII.

The Company shall not be dissolved upon the withdrawal, removal, bankruptcy, insolvency, death or incompetency of any of the Members, the sale or redemption of the Members' Membership Interest, or the occurrence of any other event which terminates the continued membership of the Members in the Company pursuant to O.C.G.A. § 14-11-601.1.

10.02 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by O.C.G.A. § 14-11-605. Upon dissolution, the Manager may file a statement of commencement of winding up pursuant to O.C.G.A. § 14-11-606 and publish the notice permitted by O.C.G.A. § 14-11-608.

10.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, the Manager shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind);

(ii) allocate any Net Profit or Net Loss resulting from such sales to the Members;

(iii) discharge all liabilities of the Company, including liabilities to the Members if it is a creditor, to the extent otherwise permitted by law, other than liabilities to the Members for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(iv) distribute all remaining cash (and other assets of the Company, if any) to the Members.

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

10.04 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Termination may be executed and filed with the Secretary of State of Georgia in accordance with O.C.G.A. § 14-11-610.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 Application of Georgia Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia, and specifically the Georgia Act.

11.02 No Action for Partition. The Members have no right to maintain any action for partition with respect to the property of the Company.

11.03 Construction. The Article and Section titles in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof. If the context so requires, the masculine shall include the feminine and the neuter and the singular shall include the plural, and vice versa.

11.04 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.05 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.06 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law. The Georgia Act shall control any such invalid or unenforceable provisions, and this Operating Agreement shall be construed in all respects as if such conflicting provision(s) were omitted.

11.07 Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective legal representatives, successors and assigns.

11.08 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.09 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.10 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Operating Agreement ("Notices") shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (a) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier) or (b) on the third business day (which term means a day when the United States Postal Service, or its legal successor ("Postal Service") is making regular deliveries of mail on all of its regularly appointed weekday rounds) following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service, and addressed to the other party at such party's respective address as set forth in Article IV hereof, or at such other address as the other party may hereafter designate by Notice.

11.11 Amendments. Any amendment to this Operating Agreement shall be made in writing and signed by the Members.

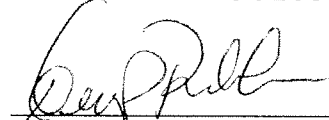
11.12 Entire Agreement. This Operating Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

IN WITNESS WHEREOF, the undersigned, Members of the Company, have executed and entered into this Operating Agreement of ARTISAN MEAT PROCESSORS, LLC as of the date first set forth above.

COMPANY:

ARTISAN MEAT PROCESSORS, LLC

By:

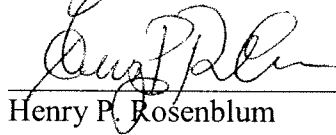


Henry P. Rosenblum, Manager

MEMBERS:



Jason Atwell



Henry P. Rosenblum

EXHIBIT A

MEMBER AND ADDRESS	NUMBER OF UNITS	INITIAL CAPITAL CONTRIBUTION
Henry P. Rosenblum 2832 Dover Road, NW Atlanta, Georgia 30327	82	\$820
Jason Atwell 949 Cardova Drive NE Atlanta, Georgia 30324	18	\$180