

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

MGP INGREDIENTS, INC.

(Name of Issuer)

Common Stock, No Par Value

(Title of Class of Securities)

55303J 106

(CUSIP Number)

**Carl W. Struby, Lathrop & Gage LLP
Suite 2800, 2345 Grand Boulevard, Kansas City, Missouri 64108
(816) 460-5834**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 16, 2012

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 59832G 104

1 Name of Reporting Person
Karen Seaberg

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a) ☐

(b) ☒

3 SEC Use Only

4 Source of Funds (See Instructions)
OO, PF

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐

6 Citizenship or Place of Organization
U.S.A.

	7	Sole Voting Power 2,781,060
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 984,852
	9	Sole Dispositive Power 2,781,060
	10	Shared Dispositive Power 984,852
11	Aggregate Amount Beneficially Owned by Each Reporting Person 3,765,912	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 21.0	
14	Type of Reporting Person (See Instructions) IN	

2

CUSIP No. 59832G 104

1	Name of Reporting Person Cray Family Management LLC
2	Check the Appropriate Box if a Member of a Group (See Instructions)
	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) AF, OO
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Kansas

	7	Sole Voting Power 0
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 2,573,967**
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 2,573,967**
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,573,967**	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 14.35%	
14	Type of Reporting Person (See Instructions) OO	

** See Item 5

CUSIP No. 59832G 104

1	Name of Reporting Person Cray MGP Holdings LP
2	Check the Appropriate Box if a Member of a Group (See Instructions)
(a)	<input type="checkbox"/>
(b)	<input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) OO
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Kansas

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 2,573,967**
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 2,573,967**
11	Aggregate Amount Beneficially Owned by Each Reporting Person 2,573,967**	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 14.35%	
14	Type of Reporting Person (See Instructions) PN	

** See Item 5

CUSIP No. 59832G 104

1	Name of Reporting Person Laidacker M. Seaberg
2	Check the Appropriate Box if a Member of a Group (See Instructions)
	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) Not Applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>

6	Citizenship or Place of Organization U.S.A.	
	7	Sole Voting Power 0
Number of Shares Beneficially Owned by Each Reporting Person With	8	Shared Voting Power 984,852
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 984,852
11	Aggregate Amount Beneficially Owned by Each Reporting Person 984,852	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input checked="" type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 5.5%	
14	Type of Reporting Person (See Instructions) IN	

5

SCHEDULE 13D

**for Cray Family Management LLC, Cray MGP Holdings LP,
Karen Seaberg and Laidacker M. Seaberg (1)**

Item 1. Security and Issuer.

This statement, which is a joint filing made on behalf of each of the above named persons pursuant to Rule 13d-1(k)(1), relates to shares of the No Par Value Common Stock of MGP Ingredients, Inc. (the "Company"). The address of the principal executive offices of the Company is Cray Business Plaza, 100 Commercial Street, Atchison, Kansas 66002.

Item 2. Identity and Background.

Karen Seaberg.

(a) Address:

20073 266th Road
Atchison, Kansas 66002

(b) Present principal occupation or employment:

Member of the Board of the Company. The Company is a producer of certain ingredients and distillery products.

Managing Member of Cray Family Management LLC
20073 266th Road
Atchison, Kansas 66002

Travel Agent
Travel Center of Atchison

725 Commercial
Atchison, Kansas 66002

(c) Criminal convictions:

The reporting person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.

(d) Certain civil proceedings.

During the last five years the reporting person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which has resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject

(1) The Schedule 13D dated January 3, 2012 of Laidacker M. Seaberg is amended and supplemented by this report to the extent that it is applicabe to Mr. Seaberg.

to federal or state securities laws or a finding of any violation with respect to such laws.

(e) Citizenship:

U.S.A.

Cray Family Management LLC

(a) State of Organization:

Kansas

(b) Principal Business:

General Partner of Cray MGP Holdings LP

(c) Business Address and Address of Principal Office:

20073 266th Road
Atchison, Kansas 66002

(d) Criminal Convictions:

The reporting person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.

(e) Certain civil proceedings.

During the last five years the reporting person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which has resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject to federal or state securities laws or a finding of any violation with respect to such laws.

Cray MGP Holding LP

(f) State of Organization:

Kansas

(b) Principal Business

Investments

(d) Business Address and Address of Principal Office

20073 266th Road

Atchison, Kansas 66002

(e) Criminal convictions:

The reporting person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.

(f) Certain civil proceedings.

During the last five years the reporting person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which has resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject to federal or state securities laws or a finding of any violation with respect to such laws.

Laidacker M. Seaberg.

- (a) Address:
20073 266th Road
Atchison, Kansas 66002
- (b) Present principal occupation or employment:
Retired
- (c) Criminal convictions:
The reporting person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.
- (d) Certain civil proceedings.
During the last five years the reporting person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which has resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activity subject to federal or state securities laws or a finding of any violation with respect to such laws.
- (e) Citizenship:
U.S.A.

Item 3. Source and Amount of Funds or Other Consideration.

See Item 4.

Item 4. Purpose of Transaction.

This report relates primarily to the formation of Cray Family Management LLC ("Management") and Cray MGP Holdings LP (the "Partnership") and the contribution of Common Stock to the Partnership.

Management was formed on September 25, 2012 and Partnership was formed on October 1, 2012. Karen Seaberg is the sole manager of Management, and Karen Seaberg and her sisters, Cathy Scroggs and Susan Robbins, are the members of Management. Management is the general partner of Partnership. The limited partners of the Partnership and their respective percentage interests in the Partnership as of May 9, 2013 are Cloud L. Cray, Jr. (34%) and the Cloud L. Cray, Jr. Gift Trust (the "Gift Trust") (65%).

On December 16, 2012, Cloud L. Cray Jr. contributed 2,555,967 shares of Common Stock to the Partnership. On December 12, 2012, Karen Seaberg and Susan Robbins contributed 9,000 and 3,010 shares of Common Stock to Management, respectively. Susan Robbins contributed an additional 5,090 shares on December 21, 2012. Cathy Scroggs contributed cash to Management. Management used these contributions to acquire a 1% interest in Partnership on December 30, 2012.

In connection with his contribution, Mr. Cray received a 99% interest in the Partnership. On December 26, 2012, Mr. Cray donated a 65% limited partnership interest in the Partnership to the Gift Trust. Under the terms of the Gift Trust, Mr. Cray may reacquire all or any part of this contribution by substituting property of equivalent value.

Karen Seaberg is trustee of the Gift Trust, whose beneficiaries are the descendants of Cloud L. Cray living from time to time.

Except as follows, the reporting persons presently have no plans or proposals which relate to or would result in any of the effects specified in subparagraphs (a) through (j) in the text of Item 4 of Schedule 13D.

The undersigned Laidacker Seaberg may sell a portion of his holdings in the Company's common stock over the course of the next year, depending on market prices, for personal financial management purposes. Such sales may be made pursuant to a 10b5-1 trading plan.

Item 5. Interest and Securities of the Issuer.

(a)-(b) The number and percentage of shares of MGP Ingredients, Inc. Common Stock, no par value, beneficially owned by each of the Reporting Persons, based on 17,934,233 shares outstanding as of April 26, 2013, are as follows:

Cray Family Management LLC

- (i) Number Beneficially Owned: 2,573,967
Percent of Class: 14.35%
- (ii) Number of shares of Common Stock as to which the Reporting Person has:
- (A) Sole voting power to vote or direct the vote: 0
- (B) Shared power to vote or direct the vote: 2,573,967
- (C) Sole power to dispose or direct the disposition of: 0
- (D) Shared power to dispose or direct the disposition of: 2,573,967

The 2,573,967 shares shown above are owned of record by the Partnership.

Management is the general partner of the Partnership. Karen Seaberg is the managing member of Management and in such capacity has sole power to vote and dispose of the shares owned by the Partnership.

Cray MGP Holding LP

- (iii) Number Beneficially Owned: 2,573,967
Percent of Class: 14.35%%
- (iv) Number of shares of Common Stock as to which the Reporting Person has:
 - (A) Sole voting power to vote or direct the vote: 0
 - (B) Shared power to vote or direct the vote: 2,573,967
 - (C) Sole power to dispose or direct the disposition of: 0
 - (D) Shared power to dispose or direct the disposition of: 2,573,967

Management is the general partner of the Partnership. Karen Seaberg is the managing member of Management and in such capacity has sole power to vote and dispose of the shares owned by the Partnership.

Karen Seaberg

- (v) Number Beneficially Owned: 3,765,912
Percent of Class: 21.0%

10

- (vi) Number of shares of Common Stock as to which the Reporting Person has:
 - (A) Sole voting power to vote or direct the vote: 2,781,060
 - (B) Shared power to vote or direct the vote: 984,852
 - (C) Sole power to dispose or direct the disposition of: 2,781,060
 - (D) Shared power to dispose or direct the disposition of: 984,852

The amounts reported in (A) and (C) include 2,573,967 shares owned of record by the Partnership. As manager of Management, Partnership's general partner, Karen Seaberg has sole voting and investment power over shares owned by Partnership. The shares shown as beneficially owned by Karen Seaberg in (B) and (D) consist of shares owned of record by her spouse, Laidacker M. Seaberg, from whom she holds a durable power of attorney. She disclaims beneficial ownership of the shares owned of record by her husband.

Laidacker M. Seaberg

Number Beneficially Owned: 984,852
Percent of Class: 5.5%

- (vii) Number of shares of Common Stock as to which the Reporting Person has:
 - (A) Sole voting power to vote or direct the vote: 0
 - (B) Shared power to vote or direct the vote: 984,852
 - (C) Sole power to dispose or direct the disposition of: 0
 - (D) Shared power to dispose or direct the disposition of: 984,852

The shares shown as beneficially owned by Laidacker M. Seaberg do not include 2,781,060 shares shown as beneficially owned by his spouse, Karen Seaberg, as to which he disclaims beneficial interest.

The amounts reported as beneficially owned by each reporting person do not include 1,174,189 shares believed to be beneficially owned by Cloud L. Cray, Jr., as to which each of the undersigned disclaims a beneficial interest.

- (c) During the last 60 days, none of the undersigned has effected any transactions in shares of the Company.

11

- (d)-(e) Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Karen Seaberg and Laidacker M. Seaberg are husband and wife. Karen Seaberg is the sole manager of Management and, as such, has sole power to vote and dispose of the shares held by the Partnership.

The terms of the limited partnership agreement of the Partnership give Karen Seaberg the unfettered right and authority to dispose of Common Stock held by the Partnership for so long as she is the sole manager of Management. If either of her sisters should become manager of Management, they may only sell Common Stock to

lineal descendants of Cloud L. Cray, Jr. or trusts for the benefit of a descendant or descendants or an entity over which one or more lineal descendants possesses voting control. Should any other person become manager of Management or should the Partnership have more than one general partner, the terms of the partnership agreement require the general partner to offer the Common Stock held by the Partnership to the persons described in the preceding sentence before disposing of it to third parties. Distributions by the Partnership are to be made as determined by its general partner in proportion to the limited partners' respective partnership interests. The Partnership may be dissolved with the consent of the general partner and holders of 80% of the limited partnership interests. Upon dissolution, distribution of Partnership assets would be determined by the general partner or other person designated by law.

Karen Seaberg has a durable power of attorney from Laidacker M. Seaberg empowering her to vote shares owned by him.

Karen Seaberg and Laidacker M. Seaberg are each a trustee of the MGP Ingredients, Inc. Voting Trust (the "Voting Trust"), which was created under a voting trust agreement dated as of November 16, 2005 (the "Voting Trust") and which holds 333 shares of the Company's Preferred Stock, representing 76.2% of the outstanding shares of such class. The other trustee of the Voting Trust is Richard B. Cray (Karen Seaberg's uncle).

The Articles of Incorporation and Bylaws of the Company entitle the holders of the Preferred Stock to elect five out of the Company's nine directors. Only the holders of Preferred Stock are entitled to vote upon any proposal which requires stockholder approval and which will authorize or direct the Company to merge with another corporation, consolidate, voluntarily dissolve, sell, lease or exchange all or substantially all of its property and assets, or amend its Articles of Incorporation; provided, that the holders of Common Stock are entitled to vote, as a class, upon any such proposal if the result thereof would be to increase or decrease the aggregate number of authorized shares of Common Stock or Preferred Stock, increase or decrease the par value of the shares of Common Stock or Preferred Stock, or alter or change the powers, preferences or special rights of the Common Stock or Preferred Stock so as to affect the holders of Common Stock adversely. On all other matters, other than the election of directors, the holders of

12

Common Stock and Preferred Stock each vote separately, as a class, and no such matter to be acted upon may be approved unless it receives the affirmative vote, consent or approval of the holders of a majority, or such greater percentage as may be required by law, of the shares of Common Stock and the shares of Preferred Stock.

The Voting Trust became effective on January 30, 2006 and was amended effective August 23, 2010. It will continue in effect until the last death of the issue of Cloud L. Cray, Sr. who was living at the creation of the Trust. There presently are 18 such persons living, the youngest of which is 38 years old. The Voting Trust may also be terminated by the consent of a majority of the Trustees or the beneficiaries of 90% of the shares held in the Voting Trust or upon the sale of all the shares held in the Voting Trust. Until the Voting Trust is terminated or dissolved, each Trustee may appoint a successor trustee, provided that any successor must either (i) meet (and continue to meet) the officer and shareholder qualifications that a successor trustee under the Trust must meet under the terms of the First Amendment to the Trust dated November 13, 1980 or (ii) be an issue of Cloud L. Cray, Sr., or the spouse of such issue, and own at least 10,000 share of the Company's Common Stock. (The original trustees of the Voting Trust are not subject to this requirement). Only one person who is solely an issue of Cloud L. Cray, Sr., or the spouse of such issue, (and not also an officer) may serve as successor trustee at one time. The Trustees are permitted to act with respect to the voting or divestment of shares of the Company's stock held by the Voting Trust in accordance with the decision of a majority of the Trustees.

Item 7. Material to be Filed as Exhibits.

- 99.1 Cray Family Trust (incorporated by reference to Exhibit 1 to Amendment No. 1 to Schedule 13D of Laidacker Seaberg dated November 17, 1994).
- 99.2 First Amendment to Cray Family Trust dated November 13, 1980 (incorporated by reference to Exhibit 9.2 to MGP Ingredients, Inc.'s Form 10-Q for the quarter ended December 31, 2005) (File No. 000-17196).
- 99.3 Voting Trust Agreement dated as of November 16, 2005 (incorporated by reference to Exhibit 9.1 to MGP Ingredients, Inc.'s Form 10-Q for the quarter ended December 31, 2005) (File No. 000-17196).
- 99.4 First Amendment to Voting Trust. (incorporated by reference to Exhibit 9.4 of MGP Ingredients, Inc.'s Form 10-K for the fiscal year ended June 30, 2010 (File No. 000-17196)).
- *99.5 Cray Family Management LLC Operating Agreement dated September 25, 2012.
- *99.6 Limited Partnership Agreement of Cray MGP Holdings LP dated October 1, 2012, as amended May 8, 2013.

13

- *99.7 Durable Power of Attorney dated May 14, 1992.
- *99.8 Joint Filing Agreement

* Filed herewith

14

SIGNATURE.

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Cray Family Management LLC

By /s/ Karen Seaberg
Karen Seaberg
Manager

Cray MGP Holdings LP

By: Cray Family Management LLC,
its General Partner

By: /s/ Karen Seaberg
Karen Seaberg
Manager

/s/ Karen Seaberg
Karen Seaberg

/s/ Laidacker M. Seaberg
Laidacker M. Seaberg

Date: May 9, 2013

OPERATING AGREEMENT OF
CRAY FAMILY MANAGEMENT, LLC

This Operating Agreement of Cray Family Management, LLC (the "Agreement") is made as of the 25th day of September, 2012 by and among each of those Persons executing this Agreement.

RECITALS

WHEREAS, the Members established a manager-managed limited liability company named the Cray Family Management, LLC (the "Company") on July 13, 2012 under and pursuant to the Act, defined below, for the purposes hereinafter stated; and

WHEREAS, the Members desire to set forth in this Agreement their respective rights and obligations with respect to such limited liability company.

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

ARTICLE I

Definitions

Capitalized words and phrases used in this Agreement have the following meanings:

- (a) "Act" means the Kansas Limited Liability Company Act, as amended (K.S.A. 17-7673) or any corresponding provisions of succeeding law.
 - (b) "Agreement" means this Operating Agreement, as amended from time to time.
 - (c) "Assignee" means an assignee or transferee who receives an Interest, or any separate rights thereunder, which are transferred pursuant to the terms of Section 7.1, but who is not admitted as a Member pursuant to the terms of Section 7.2.
-
- (d) "Contribution" means any cash, property, services rendered or a promissory note or other obligation to contribute cash or property or to perform services, which a person contributes to a limited liability company in such person's capacity as a member.
 - (e) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
 - (f) "Company" means the limited liability company governed by this Agreement (or any corresponding provisions of succeeding law).
 - (g) "Consent of the Members" means, unless otherwise expressly stated, a Majority in Interest.
 - (h) "Consent of the Managers" means, unless otherwise expressly stated, a Majority of the Managers then serving.
 - (i) "Interest" means a Member's interest (or any separate rights thereunder) and where explicitly indicated, an Assignee's interest (or any separate rights thereunder), in the capital and profits of the Company and all rights, duties, liabilities and obligations in connection therewith.
 - (j) "Knowledge" means a person's actual knowledge of a fact, rather than a person's constructive knowledge of the fact.
 - (k) "LLC Percentage" means the relative Interests of the individual Members, as a class or as a whole, as applicable, and where expressly indicated, the individual Assignees, in the capital and profits of the Company.
 - (l) "Majority in Interest" means the affirmative vote or consent of Members whose LLC Percentages in the aggregate exceed 50%, or such Members in each class or group entitled to vote thereon, as applicable.
 - (m) "Member" means a Person who has been admitted to the Company as a member as provided in the Act, and any other Persons subsequently admitted as a Member pursuant to the terms of Section 7.2 hereof.
 - (n) "Permitted Transferee" means, except as provided in Section 7.3, (i) for an individual Member, any other Member or any trust established for the sole benefit of any one or more Members, (ii) for a trust Member, any Person described in subparagraph (m)(i) who is a beneficiary of such trust or who is an object of a power of appointment validly exercised pursuant to the terms of such trust; and (iii) for any Member, any Person who acquires an Interest pursuant to and in conformity with the terms of Article XII hereof.

-
- (o) "Person" means a natural person, partnership (whether general or limited whether foreign or domestic), limited liability company, foreign limited liability company, joint venture, corporation, trust, estate, custodian, association, nominee or any other individual or entity in its own or any representative capacity.
 - (p) "Personal Representative" means, as to a natural person, the executor, administrator, guardian, conservator or other legal representative thereof and, as to a person other than a natural person, the legal representative or successor thereof.
 - (q) "Transfer" means sell, transfer, assign, gift, pledge, mortgage or otherwise dispose of or encumber, whether voluntarily or otherwise, an Interest.

ARTICLE II

Formation of the Company

2.1 Statutory Authority. The Members agree to enter into and join together in a limited liability company pursuant to this Agreement and under and pursuant to the provisions of the Act.

2.2 Documents. If not already filed, the Members shall promptly execute all documents, including without limitation any required articles of organization, or fictitious name or assumed name certificate, as shall from time to time be required for the formation and maintenance of a limited liability company under the laws of the State of Kansas ("Required Documents").

2.3 Relationship between Agreement and the Required Documents. In the event of a conflict between a provision of this Agreement and any provision of the Required Documents, to the extent allowed by the Act, this terms of this Agreement will govern.

3

ARTICLE III

Name and Office

3.1 Name. The business of the Company shall be conducted under the name Cray Family Management, LLC.

3.2 Place of Business. The principal place of business of the Company shall be 20073 266th Road, Atchison, Kansas 66002 , or such other place as may from time to time be designated by the Managers.

ARTICLE IV

Purpose

The purpose of the Company shall be to engage in any and all business that is permitted to be conducted under applicable law and agreed upon by the Members.

ARTICLE V

Contributions to Capital - LLC Percentages

5.1 Contributions by Members. Each Member, in exchange for his or her contribution to the capital of the Company, shall receive the LLC Percentage that is set forth in **Exhibit A** to this Agreement. The Members' respective LLC Percentages shall be adjusted to reflect additions to or withdrawals from the capital of the Company, as the case may be and as permitted hereunder, and such adjustments shall be recorded in the books and records of the Company.

5.2 Additional Funds. Members shall not be required to make additional capital contributions to the Company.

4

5.3 Interest. No interest shall be paid or accrued on the capital account of any Member.

5.4 Withdrawal of Capital Contributions. No Member shall have the right to withdraw any capital from the Company except as expressly provided herein.

ARTICLE VI

Allocations and Distributions

6.1 Allocations. Except as may be otherwise provided herein, profits and losses, including, but not limited to, gain or loss resulting from the sale, exchange or other disposition of Company property, deductions and credits shall be allocated to the Members in proportion to their respective LLC Percentages.

6.2 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time of contribution.

Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.2 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's capital account or share of distributions pursuant to any provision of this Agreement.

6.3 Distributions. Except with respect to a distribution in liquidation or as may be otherwise provided herein, cash flow for the Company, if any, may be distributed to the Members

5

only with the Consent of the Managers. To the extent distributed, such distributions shall be made to the Members in proportion to their LLC Percentages.

6.4 Amounts Withheld. All amounts withheld pursuant to the requirements of the Code or any provision of any state or local tax law with respect to any payment or distribution by the Company to the Members shall be treated as amounts distributed to the Members pursuant to this Article VI for all purposes under this Agreement.

6.5 Right of Set-Off. The Company may set-off, against any distribution otherwise due a Member, the amount of any past-due obligation of such Member to the Company or the amount of any past-due obligation of a transferor (immediate or remote) of a Member to the extent the Member knew of such obligation.

6.6 Limitation Upon Distribution. No distribution shall be made if, after such distribution:

- (a) the Company would be insolvent; or
- (b) the net assets of the Company would be less than zero.

The Managers may base a determination that a distribution is made in compliance with this Section 6.6 if said distribution is made in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the Person having charge of its books of account or by an outside accountant regularly engaged by

the Company.

6.7 Repayment of Expenses. Funds advanced by a Manager for the benefit of the Company will be reimbursed by the Company at the times and in the amounts as the Managers agree.

ARTICLE VII

Transfer Restrictions

7.1 General Prohibition. Except for a Transfer to a Permitted Transferee and as set forth in Section 12.1, no Member may Transfer such Member's Interest without the prior written Consent of the Managers, and any such purported Transfer contrary to this Section 7.1 shall be void. Notwithstanding anything in the foregoing to the contrary, the Managers may require that prior to any Transfer, whether to a Permitted Transferee or otherwise, the proposed transferor provide an opinion of counsel, satisfactory to the Managers in their sole judgment, that any such Transfer will not:

- (a) Violate any law or governmental rule or regulation of any federal, state or local government or governmental agency applicable to such Transfer;
- (b) Cause a termination of the Company under Section 708 of the Code;
- (c) Cause any Member to be subject to personal liability under the laws of any applicable jurisdiction; or
- (d) Affect the tax status of the Company as a partnership for federal income tax purposes.

The transferring Member must give the Managers at least sixty (60) days prior written notice that the transferring Member wishes to make a Transfer, and sufficient information to allow such counsel to render its opinion that the proposed Transfer will not result in any of the consequences referred to in this Section 7.1.

7.2 Admission of Member.

- (a) No assignee or transferee of an Interest, whether a Permitted Transferee or otherwise, and whether the Transfer is voluntary or otherwise, shall be admitted to the Company as a Member without the prior written Consent of the Managers.

- (b) No Person who is not a Member may contribute capital to the Company or be admitted to the Company as a Member without the prior written Consent of the Managers.
- (c) Upon the admission of an additional Member, all references in this Agreement to the Members shall be deemed to include the new Member.
- (d) Irrespective of whether an additional Member executes any document relating thereto, such Member shall be deemed to have consented to be bound by the terms and conditions of this Agreement upon acceptance of the Interest.

7.3 Gifting. Notwithstanding any other provision of this Agreement, a Member may transfer all or any part of his or her Interest by gift in such proportions and upon such conditions as the Member shall determine, but such Permitted Transferees shall include only his or her (i) descendants or (ii) spouse.

ARTICLE VIII

Management of the Company

8.1 General Management. Except as otherwise specifically provided herein, decisions concerning the management and control of the business affairs of the Company and the investment of the property of the Company shall be made by the Consent of the Managers. The initial Manager of the Company shall be Karen Seaberg. Any vacancy in the office of Manager, whether arising from the resignation or removal, pursuant to the terms of Section 8.9, from office of a Manager, from an increase in the number of Managers, or otherwise, shall be filled by an individual named by the Manager who is vacating office or who is then serving, as the case may be. If a vacating Manager is unable or unwilling to name a successor, the vacancy shall be filled by the unanimous Consent of the Members, Cathy Scroggs and Susan Robbins.

8.2 Acts by Managers. Without limiting the generality of Section 8.1, acts taken on behalf of the Company that shall require the consent of the Managers shall include, but not be limited to, the following:

- (a) to employ (and dismiss), on behalf of the Company, such Persons as the Managers, in their sole judgment, shall deem advisable for the operation and management of the business of the Company, including, but not limited to, accountants and attorneys, on such terms and for such compensation as the Managers, in the Managers' sole judgment, shall determine. The fact that a Manager or a member of a Manager's family is directly or indirectly interested in or connected with any Person employed by the Company to render or perform a service, or from which or whom the Company may buy merchandise or other services or property, shall not preclude the Company from employing such Person or otherwise dealing with such Person, and neither the Company nor the Members thereof shall have any rights in or to any income or profits derived therefrom;
- (b) to authorize or approve all actions with respect to dispositions of the assets of the Company, borrowing of funds, contracts, guarantees, notes, and other instruments on behalf of the Company;
- (c) to borrow money and pledge assets of the Company to secure such borrowings;
- (d) to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money;
- (e) at any time and from time to time, and subject to revocation at any time, to delegate the authorities, discretions, and powers, or any of them, herein conferred upon the Managers to any one or more agents, such delegation and all revocations thereof to be evidenced by an instrument in writing; provided, however, that any such delegation shall not relieve the Managers of their obligations and liabilities as Managers under this Agreement;

- (f) to pay any and all Company organization, capital, and operating costs and expenses, and management fees as and when due;
- (g) except as provided in Section 8.3(c), to commence, defend, settle, or compromise any litigation that pertains to the Company or any Company assets;
- (h) to make, or not make, in the Manager's sole judgment, any tax elections available to the Company, including but not limited to an election under Section 754 of the Code;

9

- (i) to open, maintain, and close accounts, including but not limited to margin accounts, with brokers, dealers and others, and issue all instructions with respect to any assets held in such accounts;
- (j) to vote on behalf of the Company, by proxy, consent or otherwise, securities owned by the Company;
- (k) to change the applicable governing law or jurisdiction of the Company, and to transfer the situs of any Company assets, to any other jurisdiction, either foreign or domestic, provided, however, that no such change or transfer may occur unless following such change or transfer the Company continues to be treated as a partnership for federal income tax purposes; and
- (l) such other actions, including the expenditure of funds, as may be necessary or advisable in connection with the foregoing.

8.3 Additional Actions Requiring Concurrence of the Members Notwithstanding anything in this Agreement to the contrary, the Managers, without the prior written Consent of the Members, shall have no authority to:

- (a) do any act in contravention of this Agreement;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company, except as may otherwise be provided in this Agreement;
- (c) confess a judgment against the Company, other than any confession of judgment required in connection with the mortgage, pledge or other encumbrance of any Company property, as may be, in the sole judgment of the Managers, reasonably requested by a lender of the Company;
- (d) possess Company property, or assign rights in specific property, for other than a Company purpose;
- (e) (i) make a general assignment of all or part of the assets or obligations of the Company for the benefit of creditors, or (ii) file a voluntary petition in bankruptcy, insolvency, reorganization, or liquidation, or any other petition under any section or chapter of the United States Bankruptcy Code (the "Bankruptcy Code") or any similar law, whether state, federal or otherwise, for the relief of debtors concerning the Company or its assets, or (iii) take any action in respect of the filing of an involuntary petition or any other petition against the Company, any member of the Company under any section or chapter of the Bankruptcy Code, or any similar law, whether state, federal, or otherwise, relating to insolvency,

10

reorganization, or liquidation, or for the relief of debtors, by the creditors of the Company or any member of the Company, or (iv) take any action in respect of the appointment by any court of a receiver, custodian, or similar official to take possession of any property or assets of the Company, or (v) make an application or consent or acquiesce to an application for the appointment of a custodian, receiver, conservator, trustee, or similar official for the Company or for a substantial part of the property or assets of the Company, or (vi) take any action in respect of the attachment, execution or judicial seizure (whether by enforcement of money judgment, by writ or warrant of attachment, or by any other process) of all or any part of the assets of the Company or any member of the Company (if such assets have a value in excess of \$10,000), or (vii) admit in writing the inability of the Company to pay its debts or perform its obligations as they become due, or (viii) call a meeting of the creditors representing a significant portion of the liabilities of the Company for the purpose of effecting a moratorium, extension or composition of debt, or any of the foregoing;

- (f) distribute all or substantially all of the assets of the Company to the Members or otherwise cause a dissolution of the Company whether in a single transaction or series of transactions;
- (g) transfer all or substantially all of the assets of the Company in a single transaction or series of transactions, whether by sale, exchange, lease, mortgage, pledge, merger, recapitalization, consolidation, reclassification, or otherwise;
- (h) knowingly perform any act that would subject any Member to liability in any jurisdiction; or
- (i) convert, merge or reorganize into any other type of entity, either foreign or domestic; provided, however, that no such conversion, merger, or reorganization may occur unless following such conversion, merger, or reorganization, the Company shall continue to be treated as a partnership for federal income tax purposes, and after such reorganization, conversion or merger occurs, the interests issued by the entity shall, to the extent permissible under applicable securities laws, be in accordance with the LLC Percentages of the Members in the Company prior to the conversion, merger or reorganization;

In any circumstances requiring the approval or Consent of the Managers, such approval or consent shall, except as expressly provided to the contrary in this Agreement, be given or withheld in the sole judgment of the Managers and conveyed in writing to the Members not later than thirty (30) days after such approval or consent has been requested by a Member or

11

Members. Failure to respond in any such time period shall constitute a vote which is consistent with the recommendation of the Managers with respect to the proposal. If the Managers receive the necessary approval or consent of the Members to such action, the Managers shall be authorized and empowered to implement such action without further authorization by the Members.

8.4 Duties and Obligations of the Managers.

- (a) The Managers shall take all actions which may be necessary or appropriate for the continuation of the Company's valid existence as an LLC under the laws of each jurisdiction in which such existence is necessary to protect the limited liability of the Members.

- (b) The Managers shall not be liable to the Members because any taxing authority disallows or adjusts income, deductions or credits reflected in the tax returns of the Company or of any Member.

8.5 Advances. All loans and advances by Members (excluding capital contributions) to the Company shall bear interest at no less than the Applicable Federal Rate. All interest and principal payments on any such loans or advances shall be payable out of the first available funds of the Company prior to any distributions to the Members.

8.6 Compensation of Managers. If the Managers so determine, any Manager may receive a reasonable annual salary for services provided to the Company. It is understood that any salary paid to a Manager under the provisions of this Section 8.6 shall be considered an operating expense of the Company and shall be deducted as an expense item in determining net profits and losses of the Company.

8.7 Further Assurances. Each Member agrees to do all acts and things and to make, execute and deliver such written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement including, but not limited to, any

12

assignments or amendments to this Agreement as may be required for borrowings by the Company.

8.8 Indemnification of Managers. The Company and the Members shall indemnify and hold the Managers harmless from and against any loss, expense, damage or injury suffered or sustained by the Company or a Member by reason of any acts, omissions or alleged acts or omissions arising out of the Manager's activities on behalf of the Company or in furtherance of the interests of the Company within the scope of the authority conferred on the Managers by this Agreement or by law, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed by the Manager to be in the best interests of the Company, and were not performed or omitted fraudulently or as a result of the willful misconduct by the Manager, and otherwise were not in violation of the Manager's fiduciary obligations to the Company. Any such indemnification shall be made only from the assets of the Company.

8.9 Removal of Managers. No Manager may be removed as Manager without the prior written Consent of all the other Managers and Members holding in the aggregate seventy-five percent (75%) or greater of the LLC Percentages, and in any event may be removed only for "Cause", as defined below. For these purposes, "Cause" means: (i) fraud, theft, embezzlement or the like; (ii) the substantial and habitual neglect of a Manager's duties, thereby causing material harm to the Company, or (iii) a Manager's "disability". For these purposes, a Manager shall be deemed "disabled" if, in the opinion of a licensed physician on staff at a recognized

13

teaching hospital, the Manager will not be able to participate in the regular ongoing activities of the Company for a continuous period of one hundred eighty (180) days.

8.10 Limited Liability of Managers and Members. Except as expressly provided in this Agreement, by the Act or by other applicable law, neither a Manager nor any agent of the Company is or shall be liable for any debts, obligations, or liabilities of the Company, whether arising in tort, contract, or otherwise, solely by reason of being such Manager or agent, or acting (or omitting to act) in such capacities or participating (as an employee, consultant, contractor, or otherwise) in the conduct of the business of the Company. Except as may otherwise be expressly provided herein (including, without limitation, Section 9.5), no Member shall be required to make any contribution to the Company by reason of any negative balance in the Member's capital account, nor shall any negative balance in a Member's capital account create any liability on the part of the Member to any third party. Except as expressly provided in this Agreement, by the Act or by other applicable law, no Member shall have any personal liability whatsoever for any debts, liabilities or other obligations of the Company, and the liability of any Member in connection with the Company shall be limited to the Member's obligation to satisfy the Member's capital commitment as and to the extent provided in this Agreement.

8.11 Books of Account. At all times during the continuance of the Company, proper and true books of account on the cash receipts and disbursements basis shall be kept in accordance with generally accepted accounting principles wherein shall be entered particulars of all monies, goods, or effects belonging to or owing to or by the Company, or paid, received, sold, or purchased in the course of the Company's business, and all of such other transactions, matters, and things relating to the said business of the Company as are usually entered in books of

14

account kept by persons engaged in a business of like kind and character. Such books of account shall be kept at the principal office of the Company, and each Member and the accountants, attorneys, and other designated agents of each Member shall at all reasonable times have free access to and the right to inspect the same.

8.12 Capital Accounts. A capital account shall be maintained for each Member in accordance with the provisions of applicable federal income tax laws and regulations. Each Member's proportionate share of the profits or losses of the Company, and distributions, contributions, and other transactions with the Company should be reflected in each such Member's capital account in accordance with proper income tax accounting principles and the terms hereof.

8.13 Closing of Books. The books of account shall be closed promptly after the end of each taxable year.

8.14 Taxable Year. The taxable year of the Company shall be the calendar year.

8.15 Tax Returns. The Company shall prepare, or cause to be prepared, all required tax returns. All decisions and elections as are necessary or available with respect to the preparation of such returns shall be made by the "tax matters partner" as hereinafter provided. As soon as is reasonably practical after the close of each fiscal year, the Company shall furnish each Member with a statement (which may be in the form of a duplicate Form 1065 required to be filed by the Company with the Internal Revenue Service, or such other comparable form at any time hereafter required to be so filed) showing the contributions, income, gains, deductions, losses and credits charged or credited to such Member and so allocated to such Member for such fiscal year. Karen Seaberg shall act as the "tax matters partner" for the Company pursuant to Sections 6221-6231 of

15

the Code. The Company shall indemnify and reimburse the "tax matters partner" for all expenses, including legal and accounting fees, claims, liabilities, losses and damages, incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Members, or otherwise in connection with the "tax matters

partner's" discharge of her or his duties under this Agreement. The payment of all such expenses shall be made before any distributions are made to the Members hereunder, and before any discretionary reserves are set aside. The taking of any action and the incurring of any expense by the "tax matters partner" in connection with any such proceeding, except to the extent required by law, is a matter in the sole judgment of the "tax matters partner", and the provisions hereof limiting the liability of and providing indemnification for the Managers shall be fully applicable to the "tax matters partner" in such Manager's capacity as such.

ARTICLE IX

Term and Liquidation

- 9.1 Term. The Company shall continue until terminated by the unanimous agreement of the Members.
- 9.2 Disassociation
- (a) Membership Interest upon Dissociation. If a Member dissociates from the Company before termination, such Member (the "Dissociating Member") shall be entitled to his or her or pro rata share of distributions previously declared and accrued through the date of dissociation.
- (b) No Dissolution Upon Dissociation. Dissociation by a Member shall not result in the dissolution of the Company.
- (c) Effect of Dissociation. Upon Dissociation from the Company by a Member, the Dissociating Member's Interest shall automatically revert to the Company, and neither the Company nor the remaining Members shall be obligated to purchase

16

the Interest of or make any payments to the Dissociating Member except as provided in Section 9.2(a).

9.3 Partition. Each Member and Assignee irrevocably waives any right that the Member or Assignee may have to (a) maintain any action for partition with respect to any of the assets of the Company, (b) seek a judicial or administrative dissolution of the Company prior to the events specified in Section 9.1, (c) seek a foreclosure of the Member's or Assignee's Interest, or (d) otherwise obtain a distribution of Company assets which constitutes a return of any part of the Member's contribution to the Company prior to the events specified in Section 9.1.

9.4 Distribution in Liquidation. Upon the dissolution of the Company, the Company shall be liquidated. Notwithstanding any dissolution of the Company, prior to such time as the Company shall be terminated as provided herein, the Company's business and the affairs of the Members, as such, shall continue to be governed by this Agreement. The proceeds from the liquidation of the assets of the Company and collection of the Company's receivables, together with the property distributed in kind, to the extent sufficient therefor, shall be applied and distributed in the following order of priority:

- (a) to the payment and discharge of all of the Company's debts and liabilities, except the claims of secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets;
- (b) to the establishment of reserves which the Managers reasonably determine to be necessary;
- (c) the repayment of any loans outstanding to Members; and
- (d) the balance, if any, to the Members in proportion to their respective LLC Percentages.

9.5 Compliance With Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations,

17

distributions shall be made pursuant to Section 9.4 (if such liquidation constitutes a dissolution of the Company) or Section 6.3 hereof (if it does not) to the Members who have positive capital accounts in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations. In the discretion of the Members, by the Consent of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 9.4 may be:

- (a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members, from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or
- (b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

ARTICLE X

Trusts as Members

10.1 Trustee Liability. When this Agreement is executed by the trustee of any trust, such execution is by the trustee, not individually, but solely in the exercise of and under the power and authority conferred upon and vested in such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any such trustee personally to pay any amounts required to be paid hereunder, or to perform any covenant, either express or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto by their execution hereof. Any liability of any Member which is a trust to

18

the Company or to any third person shall be only that of such trust to the full extent of its trust estate and shall not be a personal liability of any trustee, grantor or beneficiary thereof.

10.2 Successor Trustee. Any successor trustee or trustees of any trust which shall be a Member herein shall be entitled to exercise the same rights and privileges and be subject to the same duties and obligations as his or her or its predecessor trustee. As used in this Agreement, the term "trustee" shall include any or all such successor

trustees.

10.3 Termination of Trust. The termination of any trust which is a Member shall not terminate the Company. Nonetheless, any allocation or distribution of all or any portion of the Interest of a trust which is a Member pursuant to the exercise of any power of appointment, or otherwise, to a beneficiary of such trust or to another person or persons or to another trust or trusts shall be subject to Article VII hereof.

ARTICLE XI

Power of Attorney

11.1 Each Member by executing this Agreement (or becoming bound by this Agreement) hereby grants an irrevocable power of attorney coupled with an interest to the Managers, granting each such Person the right to execute in the Member's name, place and stead (i) any agreement contemplated by this Agreement; (ii) any amendment to this Agreement adopted in accordance with the terms of this Agreement; and (iii) any document or instrument necessary to convey 100% of such Member's right, title and interest in the Company and in such Member's Interest to an acquirer of the business of the Company (including but not limited to any conversion of the Company to a corporation whereby all Member's contribute their Interests in exchange for capital stock of the

19

corporation), provided that the Members shall all be treated on *apari passu* basis with the other Members.

ARTICLE XII

Right of First Refusal: Death of a Member

12.1 Right of First Refusal. Except as otherwise provided herein, including without limitation Section 7.1, a Member may Transfer an Interest without the required Consent of the Managers only if (a) such Transfer is a sale of the entire Interest of such Member pursuant to a *bona fide* written offer of a Person to purchase such Interest; and (b) the Company and the other Members decline to exercise their right of refusal to purchase such Interest in accordance with the terms and conditions of this Article XII. Prior to selling an Interest pursuant to such a third-party offer, the selling Member shall deliver to the Company a copy thereof, together with a written offer to sell such Interest ("Notice of Offer") under the same terms and conditions as are proposed therein to the Company or the other Members, or any of them as may elect so to purchase such Interest, except that, for the purposes of this Article XII, the purchase price offered shall be the price determined in the manner described below (the "Purchase Price"). The Managers shall determine whether to cause the Company to purchase all or any portion of such Interest. If the Company elects not to purchase all of such Interest, the selling Member shall first offer to sell such Interest to the Member's descendants and spouse at the Purchase Price. If the selling Member's descendants or spouse do not exercise the right to purchase the selling Member's Interest within fifteen (15) days after the Notice of Offer is provided, then the selling Member shall offer to sell such Interest to the other Members. If more than one Member elects to purchase such Interest or any portion thereof that is not to be purchased by the Company,

20

unless all such Members otherwise agree, the portion of such Interest or portion thereof that is not to be purchased by the Company that each such Member shall be entitled to purchase shall be in proportion to the ratio of such Member's LLC Percentage to the sum of the LLC Percentages of all the Members electing to purchase any portion of such Interest. Within fifteen (15) days after the Notice of Offer is given as provided above, the Company shall give written notice to the selling Member accepting or rejecting the selling Member's offer. If the Company so gives notice of acceptance of such offer, the Company or the other Members, or any of them electing to purchase such Interest, shall purchase, and the selling Member shall sell, such Interest in accordance therewith. If the Company fails so to give an acceptance notice within such fifteen (15) day period or gives notice of rejection of such offer (including the putative acceptance of such offer with respect to less than all of the Interest so offered or any other counteroffer), the selling Member may sell the Interest to the third-party offeror in accordance with such offer at any time within sixty (60) days after the selling Member's receipt of the notice of rejection or, if no notice is given by the Company within the fifteen (15) day period described above, after the expiration of such period; provided that if the selling Member fails so to sell such Interest within such sixty (60) day period, the Company's right of first refusal shall be reinstated and such Interest may not thereafter be Transferred by the selling Member otherwise than in accordance with the procedure set forth in this Section. If at any time any payment is required to be made to any Member or Member's personal representative by the Company or any other Member in connection with the purchase of such Member's Interest, or any portion thereof, such Member is indebted to the Company or any purchasing Member, such indebtedness shall become forthwith due and payable, notwithstanding any provision for the later maturity thereof or otherwise to the

21

contrary in any note, bond, debenture or other instrument evidencing such indebtedness, or any loan or credit agreement, mortgage, indenture or other agreement relating thereto, and the Company and any purchasing Member may deduct from any such payment the amount of such indebtedness and apply such amount to satisfy such indebtedness to the Company or such purchasing Member, as the case may be (any amount so deducted from such payment to be, nevertheless, deemed to be part of the payment for the Interest, or portion thereof, so purchased and to be received by the selling Member or his or her Personal Representative). For these purposes, the "Purchase Price" shall be the selling Member's actual investment in the Company.

12.2 Transfers Upon Death or Disability.

- (a) Upon the death of a Member, the Member may bequeath his or her Interest to (i) his or her descendants and (ii) to his or her spouse in such proportions and upon such terms and conditions as such Member shall decide.
- (b) To the extent a Member shall not have disposed of his or her Interest pursuant to Section 12.2(a) above, then if a Member shall die or become disabled, the Company and the other Members shall have the right to purchase the Interest of such Member or any Permitted Transferee of such Member at the Purchase Price by giving notice thereof to such Member or Member's personal representative at any time within sixty (60) days after the date of such Member's death or disability. The remaining Members shall determine by a Majority in Interest whether to cause the Company to purchase all or any portion of the Interest. Any portion of the Interest that is not to be purchased by the Company may be purchased by the other Members, or any of them. If more than one Member elects to purchase any portion of the Interest that is not to be purchased by the Company, unless all such Members otherwise agree, the portion of such Interest that each electing Member shall be entitled to purchase shall be determined by multiplying the Interest or the portion thereof that is not to be purchased by the Company by a fraction, the numerator of which shall be the LLC Percentage of such Member and the denominator of which shall be the sum of the LLC Percentages of all Members electing to purchase any portion of the Interest.

22

- (c) If a Member shall die or become disabled, the personal representative of such Member and any Permitted Transferee of such Member or the personal representative thereof shall have the right to cause the Company to purchase all, but not less than all, of the Interest of such Member or Permitted Transferee of such Member at the Purchase Price (pro-rated as appropriate between or among the selling Members, if there are more than one) and upon the same terms and conditions as would apply above to the sale of an Interest pursuant to exercise of a right of first refusal. The selling Member or personal representative of such Member, as the case may be, may exercise such right by giving written notice to such effect to the Company at any time within the ninety (90) day period following the appointment of the personal representative of the deceased or disabled Member. Unless the selling Member and the purchasers otherwise agree, the closing of the Transfer of such Interest shall be held at the Company's principal executive offices on the thirtieth day after the date on which the notice of the purchase is given (or, if such day is not a business day, on the next succeeding business day).
- (d) At the closing (i) to the extent such Interest or any portion thereof is purchased by the Company, the Interest, or portion thereof, shall be retired and cancelled (and the LLC Percentage of each remaining Member shall be adjusted proportionately), and (ii) to the extent such Interest or portion thereof is purchased by another Member, such Interest or portion thereof shall be Transferred to such other Member; and the purchasers shall pay to the selling Member or Member's personal representative in cash.

ARTICLE XIII

General Provisions

13.1 Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Members, their respective legal representatives, heirs, successors and permitted assigns, and any other Person who shall have acquired any of the Interests of any Member in accordance with this Agreement.

13.2 Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision hereof or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, such provision shall be effective only to the minimal extent of such prohibition or invalidity,

23

without invalidating the remainder of such provisions or the remaining provisions hereof or the application of such provisions to other parties or circumstances.

13.3 Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

13.4 Governing Law, Fee Shifting and Interpretation. This Agreement shall be construed in conformity with the laws of the State of Kansas. The prevailing parties in any litigation in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by such party in connection with any such litigation. It is the intent of the parties that this Agreement be deemed to have been prepared by all of the parties, and that no party shall be entitled to the benefit of any favorable interpretation of any term or provision hereof under any rule of law or canon of construction.

13.5 Rights of Creditors and Third Parties under the Agreement. Subject to Section 13.1, this Agreement is entered into among the Members for the exclusive benefit of the Company and its Members, and is expressly not intended for the benefit of any other Person, including any assignee or any creditor of the Company or its Members. Except and only to the extent provided by applicable statute, no such assignee, creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution, distribution interest, or otherwise.

24

13.6 No Partnership Intended for Non-Tax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Uniform Partnership Act, the Revised Uniform Limited Partnership Act, or any other similar act under any applicable jurisdiction. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation. The provisions of this Section are not intended to deprive the Company of partnership status for Federal income tax purposes.

13.7 Entire Agreement. This Agreement contains the entire understanding among the Members, and supersedes any prior understandings and/or written or oral agreements among them, respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.

13.8 Amendments. This Agreement may be amended in whole or in part only with the prior written Consent of the Managers and the prior written Consent of the Members.

13.9 Waiver. Either party's failure to strictly enforce any term or provision of this Agreement, in any one or more instances, shall not be construed as a waiver of the strict performance of any other provision, and shall not affect either party's right and ability to insist on strict performance of each and every provision of this Agreement.

25

13.10 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall be constitute one and the same Agreement. Facsimile copies shall be deemed originals.

IN WITNESS WHEREOF, the Members and Manager, respectively, hereto have duly executed this Agreement as of the date first above written.

MANAGER:

KAREN SEABERG
/s/ Karen Seaberg

MEMBERS:

CATHY SCROGGS
/s/ Cathy Scroggs

SUSAN ROBBINS
/s/ Susan Robbins

KAREN SEABERG
/s/ Karen Seaberg

26

Exhibit A

LLC Percentage Interests

MEMBER INTERESTS

Name	Percentage Interest
Cathy Scroggs	33 1/3 %
Susan Robbins	33 1/3 %
Karen Seaberg	33 1/3 %

27

LIMITED PARTNERSHIP AGREEMENT
OF
CRAY MGP HOLDINGS LP
a Kansas Limited Partnership

TABLE OF CONTENTS

1. Definitions.
2. General Provisions.
3. Capital Contributions.
4. Rights, Authority, Powers, Responsibilities and Duties of the General Partner.
5. Admission of General Partners; Successor General Partners.
6. Allocations of Profits and Losses.
7. Cash Flow Distributions.
8. Limited Partners.
9. Transfers of Limited Partnership Interests.
10. Books, Records, Accounting and Reports.
11. Meetings of the Partnership.
12. Death, Incompetency, Bankruptcy or Termination of a Limited Partner.
13. Termination and Dissolution of the Partnership.
14. Trusts.
15. Miscellaneous.

This Limited Partnership Agreement made as of the 1st day of October, 2012, by Cray Family Management, LLC, a Kansas limited liability company, as **General Partner**, and Cloud L. Cray, Jr. ("Cloud"), Karen Seaberg ("Karen"), Susan Robbins ("Susan") and Cathy Scroggs ("Cathy"), individually as **Limited Partners**.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties desiring to form a limited partnership pursuant to the Kansas Revised Uniform Limited Partnership Act, as amended, for the purposes hereinafter set forth, hereby agree as follows:

ARTICLE 1

DEFINITIONS

As used herein the following terms shall have the following meanings:

1.1 **"Affiliate"** means (a) with respect to an individual, any "immediate family" member, or any partnership or corporation controlled by such individual and/or such individual's immediate family, or any revocable trust of which such individual is the grantor and the primary income beneficiary, or any trust of which such individual is the grantor and one or more of such individual and such individual's descendants are the income beneficiaries; or (b) with respect to a corporation, trust or partnership, (i) any individual who, together with immediate family members, owns, directly or indirectly, fifty percent (50%) or more of the beneficial interests in such entity, and (ii) any other corporation, trust or partnership of which fifty percent (50%) or more of the beneficial interests are owned, directly or indirectly, by such individual and/or immediate family members. "Immediate family" of an individual includes the individual's spouse,

descendants (including descendants by adoption or the descendants of a spouse) and parents and any trusts for the benefit of any one or more of such individual and said persons. "Control" of a corporation or partnership means ownership, direct or indirect, of fifty percent (50%) or more of the beneficial interests in such entity.

1.2 **"Aggregate Reduction"** shall have the meaning given in Section 3.3(d).

1.3 **"Agreement"** means this Limited Partnership Agreement as amended, modified, supplemented or restated from time to time as the context requires.

1.4 **"Alternative Financing"** shall have the meaning given in Section 3.4.

1.5 **"Bona Fide Offer"** means a firm written commitment for the sale and purchase of a Partnership Interest, signed by and binding upon both the seller and the purchaser, conditioned only upon the waiver or non-exercise of the purchase options described in Article 9 and the securing of any consent required by Article 9, which commitment provides for payment of the purchase price in cash or deferred installments of cash and contains the purchaser's unconditional representation that the Partnership Interest is being purchased for the purchaser's sole individual account, not with a view toward resale or distribution, and not as an agent or nominee for any third party.

1.6 **"Capital Account"** means, as of any date, with respect to any Holder the Capital Account maintained for such Holder in accordance with Section 704 of the Code and the Regulations (including the Special Allocation Regulations) including the following provisions:

- (a) To each Holder's Capital Account there shall be credited (i) such Holder's Capital Contributions, (ii) such Holder's distributive share of Profits, and any items in the nature of income or gain and (iii) the amount of any Partnership liabilities assumed by such Holder or secured by any Partnership Property distributed to such Holder;
- (b) To each Holder's Capital Account there shall be debited (i) the amount of cash and the fair market value of any Partnership Property distributed to such Holder pursuant to any provision of this Agreement, (ii) such Holder's distributive share of Losses, and any items in the nature of expenses or deductions and (iii) the amount of any liabilities of such Holder assumed by the Partnership or which are secured (at the time of contribution) by any property contributed by such Holder to the Partnership as a Capital Contribution;
- (c) In the event any Partnership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Partnership Interest;
- (d) In the event the values of the Partnership assets are adjusted pursuant to Section 6.5 hereof, the Capital Accounts of all Holders shall be adjusted to reflect such net adjustment; and
- (e) With all other adjustments specifically provided for in this Agreement.

1.7 **"Capital Contributions"** means the amount of cash and fair market value of any property contributed to the capital of the Partnership by a Partner or Holder or all Partners or all Holders, as the case may be.

1.8 **“Cash Flow”** means, with respect to any period, gross cash proceeds (other than Capital

Contributions) from any source (including Partnership borrowing and the net proceeds of sale of Partnership assets) less the portion thereof expended, reserved or required for:
(i) Partnership expenses

2

of any nature; (ii) interest and principal payments on any indebtedness; (iii) capital expenditures; (iv) replacements; (v) expansion or (vi) any other requirements of the business of the Partnership, all as determined by the General Partner in the manner provided herein.

1.9 **“Certificate”** means the valid Certificate of Limited Partnership referred to in Section. 56-1a151 of the Partnership Act and the Certificate as the same may from time to time be amended.

1.10 **“Code”** means the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of future laws.

1.11 **“General Partner”** initially means Cray Family Management, LLC, a Kansas limited liability company. In the event that additional General Partners are admitted or elected hereunder, then “General Partner” shall include all such additional General Partners, but once any such party is no longer acting as a General Partner, the term shall mean the party or parties then acting in such capacity. Unless stated otherwise, term “General Partner” refers to the General Partners collectively.

1.12 **“General Partnership Interest”** means a Partnership Interest held by a General Partner in the capacity as a General Partner.

1.13 **“Holder”** means (i) a Partner, or (ii) the successor to or assignee or transferee of the whole or a portion of a Partner’s rights to receive distributions, rights to share in Profits and Losses, and rights to receive allocations of Profits and Losses, which successor, assignee or transferee acquired such rights in a manner that did not violate the terms of this Agreement but which successor, assignee or transferee has not been admitted to the Partnership as a Substitute Limited Partner.

1.14 **“Initial Contributions”** shall have the meaning given in Section 3.1.

1.15 **“Legal Representative”** means the person empowered or entitled to act with respect to the property of a deceased, incompetent or bankrupt Partner, as the case may be, and shall include executors, administrators, guardians, trustees, heirs or legatees.

1.16 **“Limited Partner”** initially means Cloud L. Cray, Jr., Karen Seaberg, Susan Robbins and Cathy Scroggs. References to “Limited Partners” shall mean all persons or entities holding Limited Partnership Interests at any time and from time to time who have been admitted to the Partnership as Limited Partners or Substitute Limited Partners.

1.17 **“Liquidator”** shall have the meaning given in Section 13.3.

1.18 **“Limited Partnership Interest”** means a Partnership Interest held by a Limited Partner

in the capacity as a Limited Partner.

1.19 **“Majority of the Limited Partners”** means Limited Partners holding, collectively, a majority of the Percentage Interests allocated to then-outstanding Limited Partnership Interests.

1.20 **“Option Interest”** shall have the meaning given in Section 9.1.

1.21 **“Partners”** refers, collectively, to all General Partners and all Limited Partners.

Reference to a “Partner” shall be to any one of the Partners.

1.22 **“Partnership”** shall mean the limited partnership formed hereby pursuant to the Partnership Act.

1.23 **“Partnership Act”** shall mean the Kansas Revised Uniform Limited Partnership Act, as the same may from time to time be amended.

3

1.24 **“Partnership Interest”** of a Partner means the entirety of the interest in the Partnership held by a Partner, including rights to receive distributions, rights to share in Profits and Losses, rights to receive allocations of Profits and Losses, voting and consent rights to the extent provided in this Agreement, and (in the case of General Partnership Interests only) rights to participate in the management of the Partnership. The term “Partnership Interest” does not include the interest of an assignee or other transferee of a Partnership Interest who has not been admitted to the Partnership as a Substitute Limited Partner. Any such assignee or transferee in a transfer permitted by and accomplished in accordance with all requirements of this Agreement is included within the term “Holder”; and every Partner is also a Holder. A Holder that is not a Partner has only the specific rights granted a Holder by the express terms of this Agreement and no other rights. A purported assignee or transferee in an attempted transfer that is not permitted by or is not accomplished in accordance with all requirements of this Agreement is neither a Partner nor a Holder and has no rights or standing in respect of the Partnership, and such attempted transfer shall be a nullity.

1.25 **“Partnership Property”** means all cash, securities and other property of any character description held by the Partnership from time to time.

1.26 **“Percentage Interest”** means the proportionate share of a Partner or Holder in Partnership distributions of Cash Flow and in Partnership Profits and Losses. Percentage Interests are also utilized to determine Partners’ voting power as provided in this Agreement and for other purposes set forth in this Agreement. The Partners’ respective initial Percentage Interests are set forth in Exhibit A to this Agreement. The Percentage Interests of the Partners shall be adjusted from time to time to take into account sales, transfers and other dispositions that are recognized by the Partnership. The aggregate Percentage Interests in the Partnership shall at all time equal one hundred percent (100%). For convenience of administration, the Partnership may issue certificates of Partnership units (“Units”) that represent each Partner’s Percentage Interest in the Partnership, on the basis of 100,000 Units equals 100% of the initial capital contributions.

1.27 **“Post-formation Capital Contribution”** shall have the meaning given in Section 3.1.

1.28 **“Profits” and “Losses”** means, for each fiscal year or other period, an amount equal to the Partnership’s taxable income or loss and tax credits for such year or period as finally determined for federal income tax purposes in accordance with Code Section 703(a) including all items required to be stated separately pursuant to Code Section 703(a)(1), with the following adjustments:

(a) any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant

to this Section shall be added to such taxable income; and

- (b) any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits and Losses pursuant to this Section shall be subtracted from such taxable income.

1.29 **“Regulations”** means the Treasury Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time, including corresponding provisions of succeeding regulations.

1.30 **“Special Allocation Regulations”** means the Regulations promulgated under Sections 704(b) and 752 of the Code, as such Regulations may be amended from time to time, including corresponding provisions of succeeding regulations.

1.31 **“Substitute Limited Partner”** means an assignee of a Limited Partner that has become entitled to exercise all rights of a Limited Partner and that is subject to the restrictions and obligations of a Limited Partner as provided in this Agreement.

1.32 **“State”** means the State of Kansas.

1.33 **“Taking”** shall have the meaning given in Section 4.6.

ARTICLE 2

GENERAL PROVISIONS

2.1 **Formation.** The Partners constitute a limited partnership formed pursuant to the Partnership Act and other applicable laws of the State. The rights and obligations of the Partners shall be as provided in the Partnership Act and as herein expressly provided. The General Partner shall promptly file a Certificate and such amendments thereto as may be appropriate and such other documents, if any, in such public offices in the State as shall be required under the laws of the State to form the Partnership, to give effect to the provisions of this Agreement and to secure and preserve the character of the Partnership as a limited partnership. The Partners hereby waive all requirements of Section 56-1a159 of the Partnership Act that copies of the Certificate and any amendment to the Certificate be delivered or mailed to the Partners.

2.2 **Name and Place of Business.** The business of the Partnership shall be conducted under the name of “Cray MGP Holdings, LP” or under such other name as the General Partner may hereafter from time to time designate. The principal place of business of the Partnership shall be 20073 266th Road, Atchison, Kansas 66002. The registered agent of the Partnership in the State shall be Patsy A. Porter, and the registered office of the Partnership in the State shall be c/o Patsy A. Porter, 221 N. 6th Street, Atchison, Kansas 66002. Official mail from the Kansas Secretary of State shall be sent, or forwarded by the registered agent as necessary, to Mark T. Neil, c/o Mark T. Neil & Associates, 135 S. LaSalle Street, Suite 2810, Chicago, Illinois 60603. The General Partner may, upon written notice to the other Partners, change the location of the Partnership’s place of business or registered office, change the Partnership’s registered agent, or establish additional places of business at locations within or without the State, all as the General Partner may from time to time determine.

2.3 **Purposes.** The purposes of the Partnership are: (i) for the Partners to join together in making certain co-investments, specifically those of a type which are available to the Partnership but would not necessarily be available to the Partners individually, either by reason of the size or type of the investment or otherwise; (ii) to benefit from the consolidation of control of Partnership assets in a single entity which can invest and manage such assets in a cohesive fashion as a part of a well conceived, clearly articulated, efficiently executed strategy; (iii) to realize the efficiencies of centralized management and administration; (iv) to facilitate and achieve a generational transfer of responsibility and leadership within the extended family of the Partners; and (v) otherwise to engage in all businesses and activities from time to time permitted for limited partnerships organized under the Partnership Act. The Partnership may do any and all acts and things permitted under the Partnership Act which may be necessary, incidental or convenient to carry out the Partnership’s purposes and businesses as specified in this Agreement.

2.4 **Title to Property.** Title to Partnership Property may be held in the name of a nominee on behalf of the Partnership or in the name of the Partnership. The General Partner shall execute such documents as may be necessary to reflect the Partnership’s ownership of its Partnership Property in such public offices within and without the State as may be required by law.

2.5 **Term.** The Partnership shall begin existence as a limited partnership and shall commence its business upon the filing of the Certificate in the appropriate public offices in the State of Kansas. The term of the Partnership shall continue uninterrupted until the Partnership is dissolved pursuant to the provisions of Article 13 of this Agreement or as otherwise required by law.

ARTICLE 3

CAPITAL CONTRIBUTIONS

3.1 **Capital Contributions.** Upon the execution of this Agreement, each Partner shall make a contribution to the capital of the Partnership as described on Exhibit A (the **“Initial Contributions”**) which shall be credited to their respective Capital Accounts. A Partner may make a post-formation capital contribution from time to time in such amounts and of such character as the General Partner agrees in writing. If such post-formation capital contributions are not made by all Partners pro rata to their Percentage Interests, then the Percentage Interests shall be adjusted in such manner as Partners holding, collectively, eighty (80%) percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests agree in writing. For purposes of this Section 3.1, the term **“post-formation capital contribution”** means a contribution to the capital of the Partnership that is neither (a) an Initial Contribution nor (b) made pursuant to Section 3.3 or 3.4 of this Agreement.

3.2 **No Withdrawal of Capital Contribution; No Interest** Except as otherwise provided herein, no Partner may withdraw any Capital Contribution and Capital Contributions shall not bear interest.

3.3 **Additional Capital Contributions**

- (a) If from time to time, in the reasonable opinion of the General Partner, the aggregate amounts received by the Partnership from the Initial Contributions and all other sources are not adequate to pay (i) the operating costs of the Partnership, (ii) all payments of principal, interest and other charges required to service or satisfy any indebtedness of the Partnership, and (iii) all other costs and expenses which the General Partner determines to be necessary or appropriate in order for the Partnership to take any actions which the Partnership is permitted to take hereunder, including without limitation all expenses incurred in connection with the normal, day-to-day business affairs of the Partnership, then the General Partner at its sole election may (but is not required to) adopt a call for additional Capital Contributions or Alternative Financing as provided for in Section 3.4. If a call for additional Capital Contribution has been made, all Holders (including assignees and transferees that have not been admitted to the Partnership as

Substitute Limited Partners) shall contribute to the Partnership such sums (the “Additional Contributions”), in proportion to their respective Percentage Interests, as the General Partner shall issue a call for in connection with the foregoing purposes. A call for Additional Contributions pursuant to this Section 3.3 shall be made in a written notice given by the General Partner to all other Holders at least thirty (30) days prior to the due date by which such Additional Contributions are to be made.

- (b) If any Holder shall fail to contribute when due any Additional Contribution called for pursuant to this Section 3.3 or to provide when due any Alternative Financing called for pursuant to Section 3.4, the following provisions shall apply until such time as the delinquency has been cured:

6

- (i) The delinquent sums shall bear interest at the rate of twelve per cent (12%) per annum from the due date to the date of payment.
 - (ii) The delinquent Holder shall have no right to vote or consent on any matter affecting the Partnership or this Agreement, including amendment of this Agreement, except that in the case of a Partner, an amendment described in Section 15.8(a) of this Agreement requires the delinquent Partner’s consent if the delinquent Partner is adversely affected by the Amendment in a manner that is disproportionate to the adverse effect on other Limited Partners. In determining whether any proposed action has attained the requisite Partner approval, the Partnership Interest of the delinquent Partner shall be ignored and shall be treated as if it did not exist.
 - (iii) Any distributions otherwise payable with respect to the delinquent Holder’s Percentage Interest shall first be applied toward payment of the delinquent sums, in the following order of priority: first, to costs and expenses (including legal and accounting fees) incurred by the Partnership associated with the delinquency; next, to accrued and unpaid interest at the rate provided in Section 3.3(b)(i); and next, to the principal amount of the delinquency.
 - (iv) The delinquent Holder shall have no right to transfer the Partnership Interest or Percentage Interest, as the case may be.
 - (v) The Partnership may pursue any and all remedies provided by law in addition to the foregoing remedies.
 - (vi) Any and all of the foregoing remedies may be exercised concurrently and cumulatively, at the sole election of the General Partner, and the pursuance of one or more remedies shall not preclude the concurrent or subsequent pursuance of any other remedies. The General Partner may elect, in lieu of the remedies set forth in Section 3.3(b), to reduce the Percentage Interest of the delinquent Holder if such Additional Contribution has not been paid within thirty (30) days after the due date therefor. Such election shall be made at least thirty (30) days but not more than sixty (60) days after the due date for the Additional Contribution and shall be made by sending written notice of such election to each Partner. If the General Partner so elects the remedy of reducing the delinquent Holder’s Percentage Interest, then the delinquent Holder shall be restored to good standing with a reduced Percentage Interest calculated in accordance with Section 3.3 (d) (unless the dilution causes the delinquent Holder to have a Percentage Interest of zero) and the delinquent Holder shall not be subject to any other remedy by reason of such delinquency.
- (d) The reduced Percentage Interest shall be calculated as follows: Multiply the delinquent Holder’s Percentage Interest by a fraction, (x) the numerator of which is the aggregate Capital Contributions theretofore made with respect to such Percentage Interest minus twenty percent (20%) of the delinquent Holder’s unpaid Additional Contribution, and (y) the denominator of which is the aggregate Capital Contributions theretofore made with respect to such Percentage Interest plus the delinquent Holder’s unpaid Additional Contribution. The result is the delinquent Holder’s new Percentage Interest. If the result is zero or a negative number, the delinquent Holder shall cease to be a Holder and shall not be

7

entitled to any distribution from the Partnership in connection with such cessation to be a Holder. If the reduced Percentage Interest is greater than zero, the Capital Account of the delinquent Holder shall be reduced by an amount equal to twenty percent (20%) of the delinquent Holder’s unpaid Additional Contribution.

The General Partner shall offer all Partners who timely paid their shares of the Additional Contribution in full the opportunity to contribute the Additional Contributions not made by delinquent Holders. Holders who are not Partners shall have no right to participate in this opportunity. Any one or more eligible Partners may contribute all or any portion of the delinquent sums in such proportions as they may decide among themselves. If the eligible Partners collectively desire to contribute more than the aggregate delinquent sums and are unable to reach agreement among themselves, the contribution opportunity shall be allocated so far as is necessary among such Partners in proportion to their respective Percentage Interests.

The aggregate amount by which the Percentage Interests of the Defaulting Holders are reduced pursuant to this Section 3.3(d) (“**Aggregate Reduction**”) shall be reallocated as follows:

- (i) The Percentage Interest of each Partner who contributed any portion of the delinquent sums shall be increased by an amount equal to the Aggregate Reduction multiplied by a fraction, (x) the numerator of which is the amount contributed by such Partner toward the delinquent sums, and (y) the denominator of which is the aggregate delinquent sums.
- (ii) If the eligible Partners do not contribute the delinquent sums, or if in the aggregate they contribute less than the full amount of the delinquent sums, then the aggregate Percentage Interests after subtracting the Aggregate Reduction from the Percentage Interests of the delinquent Holders and after application of Section 3.3(d)(i) will be less than one hundred percent (100%). In that event the Percentage Interests of all Holders who timely paid their respective shares of the Additional Contribution shall be increased, in proportion to their respective Percentage Interests after application of Section 3.3(d)(i), such that the aggregate Percentage Interests after application of this Section 3.3(d)(ii) will equal one hundred percent (100%).

The Capital Accounts of the Holders whose Percentage Interests are increased pursuant to Sections 3.3(d)(i) and (ii) shall be increased in the aggregate by an amount equal to the amount subtracted from the Capital Accounts of delinquent Holders. The Capital Account increases shall be allocated among such Holders in proportion to their respective increases in Percentage Interest under Sections 3.3(d)(i) and (ii).

3.4 **Loan Guarantee or Letter of Credit in Lieu of Additional Contribution** In the discretion of the General Partner, in lieu of a call for Additional Contributions pursuant to Section 3.3, the General Partner may call for the Holders to make loans to the Partnership, guarantee Partnership debt, or provide letters of credit to the Partnership (“**Alternative Financing**”) in proportion to their respective Percentage Interests. In such event, the Alternative Financing shall be evidenced by separate instruments in form acceptable to the General Partner. A call for Alternative Financing pursuant to this Section 3.4 shall be made in a written notice given by the General Partner to all other Holders at least thirty (30) days prior to the date on which such Alternative Financing is to be provided. For purposes of applying Section 3.3, a delinquent Holder’s failure to provide a loan, guarantee or letter of credit shall be

deemed equivalent to the failure to provide a cash Capital Contribution equal to the principal amount of the loan, guarantee or letter of credit such Holder was obligated to provide as Alternative Financing.

ARTICLE 4

RIGHTS, AUTHORITY, POWERS,

RESPONSIBILITIES AND DUTIES OF THE GENERAL PARTNER

4.1 **Management of Partnership Business.** The General Partner shall be responsible for the management of the day-to-day operations of the Partnership and shall have full, exclusive and complete discretion in the management and control of the Partnership's business with all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith, subject to the terms hereof. For all purposes hereof, if at any time there shall be more than one General Partner, the management and control of the Partnership's business shall be exercised by a majority of the General Partners.

4.2 **Specific Rights and Powers of General Partner.** In addition to any other rights and powers which the General Partner may possess under law or are otherwise provided in this Agreement, and subject to any limitations herein set forth, the General Partner shall have all the specific rights and powers required for or appropriate to the management of the Partnership's business which, by way of illustration but not by way of limitation, shall include the following rights and powers exercisable in furtherance of the business of the Partnership:

- (a) to buy, sell, transfer, assign, convey, lease, sublet or otherwise dispose of or deal with all or any part of the Partnership Property;
- (b) to enter into arrangements for and pay fees relating to the management of the Partnership whether such arrangements be made with third parties, the General Partner or Affiliates of the General Partner;
- (c) to make loans of the Partnership's funds, on commercially reasonable terms, whether such loans be made to third parties, any Partner or Affiliates of any Partner;
- (d) to borrow money for Partnership purposes and, if security is required therefor, to pledge, mortgage or subject to any other security device any portion of the Partnership Property and to enter into any surety arrangements with respect thereto;
- (e) to invest the funds of the Partnership, including funds held as reserves, in certificates of deposit, interest-bearing time deposits in state or national banks, in United States Government securities, in bank repurchase agreements, bankers acceptances or money market funds as the General Partner may, from time to time, deem to be in the best interests of the Partnership;
- (f) to invest and reinvest in securities of any nature, including short sales, and on margin, including common and preferred stocks, securities, investment trusts, bonds and other property, commodities, real or personal, foreign or domestic, including any undivided interest in any one or more common trust funds, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment may have upon the diversification of investments, and maintain and

operate margin accounts of brokers, and may pledge any securities held hereunder or purchased by them with such brokers as security for loans and advances made by the General Partner;

- (g) to acquire, enter into and pay for any contract of insurance which the General Partner reasonably deems necessary and proper for the protection of the Partnership, for the conservation of the assets of the Partnership, or for any purpose beneficial to the Partnership;
- (h) to employ attorneys, brokers, consultants, managers and accountants on behalf of the Partnership, including the employment of the General Partner or Affiliates of the General Partner, and to pay them reasonable compensation;
- (i) to bring or defend, pay, collect, compromise, arbitrate, settle, take legal action or otherwise adjust claims or demands of or against the Partnership;
- (j) to establish reasonable reserves from any source of funds to provide for future requirements of the Partnership;
- (k) to perform or cause to be performed all of the Partnership's obligations under any agreement to which the Partnership is a party;
- (l) to loan or cause to be loaned funds to the Partnership in its discretion and charge interest thereon;
- (m) to maintain the books of account of the Partnership;
- (n) to cause the Certificate, including any amendments thereto, to be filed for record where required, and to execute and record any similar documents which the General Partner deems necessary or appropriate to enable the Partnership to do its business as herein contemplated;
- (o) to execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing;
- (p) to dissolve the Partnership as provided in this Agreement; and
- (q) to reimburse the General Partner for any expenditures incurred by the General Partner on behalf of the Partnership which shall be made other than out of the funds of the Partnership.

4.3 **Restrictions on Authority.** In addition to any other limitations herein set forth, the General Partner shall not have the authority:

- (a) to alter the purpose of the Partnership as set forth in Section 2.3 hereof as the case may be as amended from time to time;
- (b) to do any act in contravention of this Agreement or which would make it impossible to carry on the ordinary business of the Partnership;
- (c) to possess or use Partnership Property or assign the rights of the Partnership in the Partnership Property for other than an appropriate Partnership purpose; or

- (d) to cause the Partnership to employ the assets of the Partnership in any manner except for the exclusive benefit of the Partnership and as provided herein.

4.4 **Potential Conflicts.** The General Partner shall devote so much time to the business of the Partnership as in its judgment the conduct of the Partnership's business shall reasonably require. The General Partner or any Affiliate of the General Partner may engage in business ventures of any nature and description, independently or with others, including but not limited to ventures similar to or competitive with the business of the Partnership, and neither the Partnership nor any Partner shall have any rights in and to such independent ventures or the income or profits derived therefrom. The General Partner may, on behalf of the Partnership, retain the services of a firm in which any General Partner or any Affiliate of the General Partner is a member to render services to the Partnership and may pay customary and reasonable compensation for such services. The General Partner, on behalf of the Partnership, in the General Partner's sole discretion, may purchase or lease real or personal property from or to, or pay customary and reasonable fees or compensation for any efforts or commitments in connection with the development, financing, guaranteeing of debt, leasing and management of the Partnership Property to, or otherwise deal with, any General Partner or any Limited Partner or any firm in which any of such persons is directly or indirectly interested, and neither the Partnership nor any Partner shall have any rights in or to any income or profits received by any such person in a transaction with the Partnership.

4.5 **Withdrawal, Death or Bankruptcy of a General Partner.**

- (a) **No Right to Withdraw.** No General Partner shall voluntarily withdraw or resign from the Partnership as General Partner without obtaining the prior written consent of other Partners holding, collectively, Eighty (80%) Percent of the Percentage Interests allocated to then-outstanding Partnership Interests, and delivering to the Partnership an opinion of counsel in form and substance acceptable to the Partnership that such resignation or withdrawal would not subject the Partnership to Federal income taxation as a corporation instead of as a partnership nor cause a termination of the Partnership for federal income tax purposes. No General Partner may dispose of all or any portion of its General Partnership Interest except to a successor General Partner.

A General Partner who withdraws from the Partnership in violation of this Section 4.5(a) shall not be entitled to any distribution from the Partnership by reason of the withdrawal. In lieu of any distribution, the General Partnership Interest of the wrongfully withdrawing General Partner automatically and without any further action by any person shall be converted to a Limited Partnership Interest having the same Percentage Interest as the converted General Partnership Interest. The wrongfully withdrawing General Partner shall be liable to the Partnership and to all other Partners for damages for breach of this Agreement; and in addition to any other remedies provided by applicable law for breach, damages shall include all legal and accounting fees and expenses incurred by the Partnership and all other Partners in connection with the wrongful withdrawal. A lien shall exist in favor of the Partnership for the unpaid amount of such damages together with all costs, expenses and fees incurred in the collection or attempted collection of the damages. Until the damages and all such costs, expenses and fees have been paid in full,

- (i) The Holder shall have no right to vote or consent on any matter affecting the Partnership or this Agreement, including amendment of this Agreement, except that in the case of a Holder who is a Partner, an amendment described in Section 15.8(a) of this Agreement requires the Partner's consent if the Partner is adversely affected by the Amendment in a manner that is disproportionate to the adverse effect on other Limited Partners. In determining whether any proposed action has attained the requisite Partner approval, the Partnership Interest of the

wrongfully withdrawing Partner shall be ignored and shall be treated as if it did not exist.

- (ii) Any distributions otherwise payable with respect to the Holder's Percentage Interest shall first be applied toward payment of the sums owed, in the following order of priority: first, to costs and expenses (including legal and accounting fees) incurred by the Partnership associated with the default and with collection and attempted collection; and next, to the principal amount of the damages.
- (iii) The delinquent Holder shall have no right to transfer the Partnership Interest or Percentage Interest, as the case may be.
- (iv) The Partnership may pursue any and all remedies provided by law in addition to the foregoing remedies.
- (b) **Death, Disability or Bankruptcy of a General Partner.** In the event of the death, disability or bankruptcy of a General Partner, the General Partnership Interest of the deceased or bankrupt General Partner shall be converted into a Limited Partnership Interest for said General Partner's Legal Representative, without any further actions of the Partnership or any person pursuant to Article 9 hereof, having the same Percentage Interest as the converted General Partnership Interest. For purposes hereof, the disability of a General Partner who is an individual shall mean the failure of a General Partner, due to illness or other physical or mental impairment or condition, to substantially perform the duties of the General Partner, which failure has continued for a period of at least ninety (90) days and where, as certified by the General Partner's attending physician, the General Partner is not reasonably likely to be able to resume the substantial duties of a General Partner within the succeeding ninety (90) days.

4.6 **Involuntary Assignment by General Partner.** In the event that a General Partnership Interest is taken or encumbered by levy, foreclosure, charging order, execution, or other similar involuntary proceeding (a "taking"), the Partnership shall not dissolve. The statutory or other involuntary assignee of the General Partnership Interest shall only have the right to an allocation of Profits and Losses attributable to that General Partnership Interest pursuant to Section 6.1 and shall receive only the distributions attributable to that General Partnership Interest provided for in Article 7 and Section 13.3(c). The assignee shall not be admitted to the Partnership as a General Partner nor, under any circumstances, have the right to participate or interfere in the management or in the administration of the Partnership business, assets, or affairs, or to act in any manner as a General Partner. Upon the issuance of a court order or other enforceable directive effecting a taking, a General Partnership Interest which has been taken under, or which is subject to any of the circumstances described above, shall be deemed to have been exchanged for and converted into a Limited Partnership Interest having the same Percentage Interest as the converted General Partnership Interest (other than any salary, fee, or other payment made in recognition of, or as compensation for, such General Partner's management responsibilities and services, which will no longer be rendered by such person as a Limited Partner).

4.7 **Compensation to the General Partner.** The General Partner, or any of the General Partners, may receive customary and reasonable compensation for acting as general partner, which amounts may be determined by the General Partner and paid out of Partnership assets without the consent of the Limited Partners.

4.8 **Sale of Interests by General Partner.** The General Partner may not sell, assign, pledge (including a pledge of distributions), hypothecate or otherwise transfer all or any part of a General Partnership Interest other than to a successor or additional General Partner approved as provided in Article 5 hereof.

4.9 **Tax Matters Partner.** The General Partner, or the designee of the General Partner, shall be the Tax Matters Partner and as such shall have all powers and authorities granted tax matters partners under the applicable provisions of the Code and Regulations. All costs and expenses incurred by the Tax Matters Partner in connection with an audit of any Partnership income tax return shall be borne by the Partnership.

4.10 **Indemnification and Exculpation.** No General Partner or (if applicable) trustees, fiduciaries, members, shareholders, partners, directors, officers, employees and agents of such General Partner (collectively, the "General Partner Group") shall be liable to the Partnership or the other Partners or any Holders for any loss or damage incurred by reason of any act performed or omitted to be performed by any member of such General Partner Group or by the Partnership in connection with the business of the Partnership, unless such act or omission constitutes fraud, gross negligence, breach of fiduciary duty or willful misconduct. A General Partner who acts or omits to act in good faith reliance upon written opinion of counsel as to the interpretation or application of this Agreement or as to the requirements of law shall be deemed to have satisfied the standard of conduct and to be entitled to indemnification insofar as such acts or omissions are alleged to have been contrary to this Agreement or to law.

The Partnership, its receiver or its trustee shall defend, indemnify, hold harmless, and pay all judgments and claims against any member of such General Partner Group from any liability, loss or damage incurred by any member of such General Partner Group or by the Partnership by reason of any act performed or omitted to be performed by any member of such General Partner Group or by the Partnership in connection with the business of the Partnership which did not arise out of an action or inaction of such member of the General Partner Group constituting fraud, gross negligence, breach of fiduciary duty or willful misconduct, including costs and attorney's fees (which costs and attorneys' fees shall be paid as incurred) and any amounts expended in the settlement of any claims of liability, loss or damage; provided, however, that any such indemnification shall be recoverable only from the assets of the Partnership and not from the assets of the Partners. All judgments against the Partnership and any member of a General Partner Group wherein the General Partner Group member is entitled to indemnification, must first be satisfied from the Partnership assets.

4.11 **No Removal by Partners.** Except as may be provided by the Partnership Act, the General Partner is not removable by the vote or consent of the other Partners.

4.12 **Specific Restriction on Authority of the General Partner with Respect to the Stock of MGP Ingredients, Inc.** The authority of the General Partner with respect to the shares of MGP Ingredients, Inc. ("MGP") stock that the Partnership may from time to time own shall be subject to the following limitations:

(a) For as long as Karen is the sole manager of the General Partner, the General Partner shall have the unfettered right and authority to dispose of the MGP stock as she, in her sole discretion, deems in the best interests of the Partnership.

(b) For as long as either Susan or Cathy is the sole manager of the General Partner, or Susan and Cathy are the only managers of the General Partner, the General Partner shall have the right and authority to dispose of the MGP stock to (but only to) lineal descendants of Cloud or a partnership, corporation or limited liability company of which one or more such lineal descendants possesses voting control, or to one or more trusts for the benefit of a lineal descendant or descendants of Cloud.

(c) At such time as anyone other than Karen, Susan and Cathy is a Manager of the General Partner, or there is more than one General Partner, the General Partner (or General Partners, as applicable) may not dispose of the MGP stock to any third party before it has first offered the MGP stock

13

for sale either to the lineal descendants of Cloud or, to one or more partnerships, corporations or limited liability companies of which a lineal descendant or descendants of Cloud possesses voting control, or to one or more trusts for the benefit of such a lineal descendant or descendants.

(d) The price of MGP stock sold pursuant to Section 4.12(b) or 4.12(c) shall be the mid-point of the bid and asked prices as of the close of regular market hours on the trading day immediately preceding the date of the offer.

(e) The procedure for offering the MGP stock for sale pursuant to Section 4(c) shall be that set forth with respect to an Option Interest in Section 9.3, *mutatis mutandis*, including that the MGP stock is substituted for "Option Interest" and the price shall be that set forth in Section 4.12(d).

ARTICLE 5

ADMISSION OF GENERAL PARTNERS;

SUCCESSOR GENERAL PARTNERS

No additional General Partners or substitute General Partners shall be admitted to the Partnership without the consent of the other General Partner or General Partners, if any, and the consent of Limited Partners holding, collectively, Eighty (80%) Percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests; provided that, in the event of the dissolution, withdrawal, resignation, death, bankruptcy, removal or other cessation to act as General Partner of the last remaining General Partner, a Majority of the Limited Partners shall have the right to name a successor General Partner within Ninety (90) days, to admit such new General Partner to the Partnership as a General Partner, to create a General Partnership Interest and Percentage Interest of any amount for such new General Partner, and to establish the amount of the Capital Contribution, if any, to be made by such new General Partner. A Percentage Interest shall be created for the new General Partner by (i) converting to a General Partnership Interest all or any portion of a Limited Partnership Interest held by such new General Partner, (ii) proportionately reducing all then-outstanding Percentage Interests such that the aggregate Percentage Interests, including the newly created Percentage Interest, shall equal one hundred percent (100%), or (iii) any combination of (i) and (ii). If no successor General Partner shall be named within said period, then the Partnership shall be deemed dissolved and shall be wound up in accordance with Article 13 hereof.

ARTICLE 6

ALLOCATIONS OF PROFITS AND LOSSES

6.1 **Generally.** Except as otherwise provided in this Article 6 or by the Special Allocation Regulations, the Profits and Losses (including non-recourse deductions as defined in the Special Allocation Regulations) for any Partnership fiscal year or other period shall be allocated among the Holders in proportion to their respective Percentage Interests.

6.2 **Assignment During Fiscal Year.** If a Partnership Interest is transferred at any time other than the end of a fiscal year of the Partnership, the allocable share of the various items of Profits and Losses shall be allocated between the transferor and the transferee in the same ratio as the number of the days in the fiscal year before and after the transfer, respectively, bears to the actual number of days in the entire fiscal year.

14

6.3 **Limitation on Loss Allocation.** Notwithstanding the foregoing, Losses allocated to any Holder shall not exceed the maximum amount of Losses that can be so allocated without causing such Holder to have an "Adjusted Capital Account Deficit" at the end of any fiscal year, which shall mean the deficit balance, if any, in a Holder's Capital Account as of the end of the relevant fiscal year after crediting such Capital Account with any amount such Holder is obligated to restore or is deemed to be

obligated to restore pursuant to Section 6.4(a) hereof and debiting such Capital Account with the items required by the alternative test for economic effect set forth in the Special Allocation Regulations. In the event some, but not all, of such Holders would have Adjusted Capital Account Deficits, this limitation shall be applied on a Holder-by-Holder basis so as to allocate the maximum permissible Loss to each such Holder under the alternate test for economic effect set forth in the Special Allocation Regulations.

6.4 **Compliance with Special Allocation Regulations.** The Partnership shall make all special allocations of tax items required by the Special Allocation Regulations as may be necessary to ensure that the allocations of Profit and Loss shall be given effect for federal income tax purposes, including the special allocations necessary to implement the following provisions. The following allocations shall be made in the order listed below, assuming that all other allocations provided for in this Article have been made as if this Section 6.4 were not in this Agreement, and, in each case, each of the following special allocations shall be made as if the succeeding provisions of this Section 6.4 were not in this Agreement.

- (a) **Minimum Gain Chargeback.** Notwithstanding any other provision of this Agreement, if there is a net decrease in Partnership minimum gain (as defined in the Special Allocation Regulations) during any Partnership fiscal year, each Holder who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with the minimum gain chargeback provisions of the Special Allocation Regulations. This Section 6.4(a) is intended to comply with the minimum gain chargeback requirement of the Special Allocation Regulations and shall be interpreted consistently therewith.
- (b) **Qualified Income Offset.** Except as provided by the minimum gain chargeback provision hereof, in the event any Holder unexpectedly receives any adjustment, allocation or distribution described in the alternative test for economic effect set forth in the Special Allocation Regulations (as specified in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) in effect on the date of this Agreement) which causes such Holder to have an Adjusted Capital Account Deficit, items of Partnership income and gain shall be specially allocated to each such Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Holder as quickly as possible. This provision is intended to comply with the qualified income offset requirement of the Regulations and shall be interpreted consistently therewith.
- (c) **Elimination of Deficit in Capital Account in Excess of Minimum Gain Chargeback.** Except as provided by the minimum gain chargeback provision hereof, in the event any Holder has an Adjusted Capital Account Deficit at the end of any Partnership fiscal year which is in excess of the amount such Holder is deemed to be obligated to restore pursuant to the minimum gain chargeback provision, each such Holder shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible.
- (d) **Basis Adjustments.** To the extent an adjustment to the adjusted tax basis of any Partnership asset, pursuant to Code Section 734(b) or Code Section 743(b),

15

is required, pursuant to the Special Allocation Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in the manner required by such Regulations.

6.5 **Revaluation of Partnership Assets.** The General Partner may, in the General Partner's discretion, revalue the assets of the Partnership to their respective fair market values from time to time upon the occurrence of an event described in the Special Allocation Regulations and adjust the books and records of the Partnership, including the Capital Accounts of the Holders, to reflect any gain or loss on such revaluation. Any such revaluation and corresponding adjustments to the books and records of the Partnership shall be done in accordance with the Special Allocation Regulations. Further, depreciation for these purposes is defined and shall be allocated as provided in the Special Allocation Regulations.

6.6 **Compliance with Treasury Regulations.** In all respects, to the extent this Agreement has not otherwise directed, special allocations of tax items required by the Special Allocation Regulations shall be made as may be necessary to ensure that the allocations of Profits and Losses shall be given effect for federal income tax purposes while at the same time adhering as closely as possible to the other terms and conditions hereof.

6.7 **Admission of Limited Partners on Different Dates.** In the event additional Limited Partners are admitted to the Partnership on different dates during any fiscal year, the Profits or Losses allocated to the Partners for each such fiscal year shall be allocated among the Partners in proportion to the Percentage Interest in the Partnership each holds from time to time during such fiscal year in accordance with Code Section 706, using any convention permitted by law and selected by the General Partner.

6.8 **Section 704(c).** In accordance with Section 704(c) of the Code and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Holders so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value on the date contributed to the capital of the Partnership. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement.

6.9 **Election to be Taxed as a Partnership.** The Partners intend that the Partnership be taxed as a partnership for Federal income tax purposes. To the extent that the Code or the Regulations may now or hereafter require or permit such an election, the Partnership and the Partners hereby elect that the Partnership be taxed as a partnership. The Tax Matters Partner, and any other General Partner, are authorized and empowered to make all filings and do all other acts from time to time required or appropriate in order to make, reflect, perfect and continue in effect such election, and in their sole discretion comparable elections under State or other income tax laws and regulations.

ARTICLE 7

CASH FLOW DISTRIBUTIONS

The Cash Flow for each calendar year shall be distributed among the Holders in proportion to their respective Percentage Interests. Distributions shall be made not less frequently than annually at such reasonable intervals as shall be determined in the discretion of the General Partner, taking into account the current and projected cash needs of the Partnership.

16

ARTICLE 8

LIMITED PARTNERS

8.1 **Limitation on Limited Partners' Liabilities.** A Limited Partner shall not be bound by, or be personally liable for, the expenses, liabilities or obligations

of the Partnership or the General Partner, and the liability of each Limited Partner with respect to the business and activities of the Partnership shall be limited solely to the amount of such Limited Partner's Capital Contribution required under the provisions of Article 3 hereof.

8.2 **No Control of Business or Right to Act for Partnership** A Limited Partner shall take no part in the management, conduct or control of the business of the Partnership and shall have no right or authority to act for or to bind the Partnership.

8.3 **No Priority** Except as otherwise specifically set forth herein, no Limited Partner shall have the right to demand or receive property other than cash as a distribution. No Limited Partner shall have priority over any other Limited Partner in respect of Partnership distributions.

8.4 **No Partition** Each Limited Partner agrees to, and irrevocably does, waive any right it may have, whether by statute or by rule of law, to cause any asset of the Partnership to be partitioned or to file a complaint or to institute any proceeding, at law or in equity, to cause any asset to be partitioned, or to compel a sale of all or any part of the Partnership Property or any of the other assets of the Partnership, or to take any action that otherwise may be available to a Partner for the purpose of severing its relationship with the Partnership or its interest in the assets of the Partnership from the interest of the other Partners, other than any rights the Partner may have under this Agreement, throughout the term of the Partnership and during the period of its liquidation following any dissolution. Each Limited Partner expressly agrees and understands that the continuation of the Partnership for the full term as provided herein is a central element of the agreement of all Partners to enter into this Agreement.

8.5 **No Early Withdrawal** No Limited Partner may withdraw from the Partnership prior to its dissolution in accordance with Section 13.1 hereof and the completion of the winding up of Partnership affairs. Any purported or attempted withdrawal before such time shall be void and shall be ignored for all purposes.

8.6 **Assistance in Valuations** The Partnership will provide reasonable cooperation to any Limited Partner or Legal Representative of a Limited Partner upon request in the valuation of Limited Partnership Interests for federal estate and gift tax purposes, provided that the requesting party pays all out of pocket expenses incurred by the Partnership in providing such cooperation, including any fees payable to the General Partner by reason of the General Partner's expenditure of time in providing the cooperation. The person requesting the services shall deposit with the Partnership in advance such sum as the Partnership in good faith estimates will be required for such expenses and hourly fees.

ARTICLE 9

TRANSFERS OF LIMITED PARTNERSHIP INTERESTS

9.1 **Notice of Transfer Pursuant to a Bona Fide Offer** In the event a Limited Partner (the "Selling Limited Partner") receives a Bona Fide Offer to sell any portion or all of a Limited Partnership Interest (the "**Option Interest**"), and the Selling Limited Partner intends to accept such offer, the Selling Limited Partner shall give written notice of such offer to the Partnership and to the other Partners. The

17

notice, in addition to stating the fact of the Selling Limited Partner's intention to transfer the Option Interest, shall (i) state the name, business address and residence address of the proposed transferee, (ii) be accompanied by a copy of the Bona Fide Offer, and (iii) offer to sell all of the Option Interest to the Partnership pursuant to the terms of this Agreement. The provisions of this Article 9 shall apply to a proposed sale of the entirety of a Limited Partner's Limited Partnership Interest. Except as otherwise provided herein, a Limited Partner shall have no right to transfer less than all of said that Limited Partner's Limited Partnership Interest.

9.2 **Partnership's Option To Purchase** For a period of ninety (90) days following the Partnership's receipt of notice as provided in Section 9.1 hereof, the Partnership shall have an option to purchase all or any part of the Option Interest on the terms and conditions set forth in the Bona Fide Offer except that the price (referred to in this Article 9 as the "Option Price") shall be the lesser of (i) the Fair Market Value of the Option Interest as of the last day of the month prior to the month in which the Partnership received such notice (the "Valuation Date"), and (ii) the price contained in the Bona Fide Offer. For the purposes of this Article 9, the "Fair Market Value" of the Option Interest shall be the fair market value of the Option Interest as of the Valuation Date, determined by an independent appraisal performed by a qualified appraiser experienced in the appraisal of limited partnership interests. The appraiser shall be selected by the General Partner. In determining the Fair Market Value of the Option Interest, the appraiser shall determine the arms-length price at which the Option Interest would be purchased and sold between a willing purchaser and a willing seller, neither being under any compulsion to purchase or sell. The appraiser shall give due consideration to all valuation criteria normally considered by appraisers in the valuation of limited partnership interests of this character, including, if and to the extent relevant, restrictions upon transferability, lack of management participation rights, and status as a minority or non-controlling interest.

The appraiser shall make a written appraisal report and provide the report to the General Partner and the Selling Limited Partner. The appraiser's determination of Fair Market Value shall be conclusive and binding on all parties absent fraud or willful misconduct. The appraiser's fees and expenses shall be borne one-half by the Partnership and one-half by the Selling Limited Partner.

9.3 **Other Partners' Options to Purchase** In the event the Partnership does not exercise its option to purchase all of the Option Interest, it shall give notice to the Selling Limited Partner of the portion of the Option Interest with respect to which it does not intend to exercise its option pursuant to Section 9.2 hereof. Within ten (10) days after delivery of such notice, the Selling Limited Partner shall deliver written notice to the other Partner or Partners, offering to sell to the other said Partner or Partners, at the Option Price and upon the other terms and conditions set forth in the Bona Fide Offer and otherwise pursuant to the terms of this Article 9, all of the Option Interest with respect to which the Partnership shall not have exercised its option to purchase. For a period of thirty (30) days after the Selling Limited Partner shall deliver such notice to said other Partner or Partners, said other Partner or Partners shall have the option to purchase all, but not less than all, of the Option Interest with respect to which the Partnership shall not have exercised its option to purchase; and each such Partner who shall desire to exercise the option hereunder shall have the right to buy a portion of the Option Interest, pro rata to such Partner's Percentage Interest at the date of delivery of notice under this Section 9.3, or such other portion as such other Partner or Partners shall agree.

9.4 **Full Exercise of Option** If the Partnership and the other Partners in the aggregate do not exercise their options to purchase in the aggregate all of the Option Interest, then the options provided for in this Article 9 shall be deemed not to have been exercised and the Selling Limited Partner shall proceed in accordance with Section 9.7.

9.5 **Death of Partner During Option Period** If the Selling Limited Partner dies prior to the closing of any sale and purchase contemplated by this Article 9, the Option Interest shall remain subject to sale and purchase under this Article 9.

18

9.6 **Notice and Closing** The Partnership or other Partners, respectively, shall exercise the options granted in this Article 9 by (i) mailing or delivering written notice of the exercise of the option within the time provided in Section 9.2 or Section 9.3 of this Article, as the case may be, to the Selling Limited Partner and, in the case of the options provided in Section 9.3, to the Partnership, and (ii) complying with each of the terms provided in the Bona Fide Offer. The date of closing of the sale shall be the date set forth in the Bona Fide Offer but in no event prior to thirty (30) days following the expiration of the period within which the options may be exercised pursuant to Section 9.2 or Section 9.3 of this Article, as the case may be, and in no event prior to seven (7) days after delivery of the appraiser's report to the Selling Limited Partner and to the Partnership. The closing shall take place at the offices of the Partnership.

9.7 **Non-Exercise of Options.** If the purchase options provided herein are not exercised, then the Selling Limited Partner shall transfer the Option Interest, within thirty (30) days after the expiration of the option period granted to the other Partners under Section 9.3 hereof, to the transferee named in the Bona Fide Offer upon the terms therein stated and only upon satisfaction of the requirements of Section 9.9 (for purposes of which, the compliance of the Selling Limited Partner with all the terms of Sections 9.1 through 9.7 shall be deemed to satisfy the requirements of obtaining approval of the General Partner to become a Substitute Limited Partner). Such transferee shall then become a Substitute Limited Partner as herein provided.

If such transfer is not completed in accordance with the terms of the Bona Fide Offer and within such thirty (30) day period, then (a) no transfer may be effected by the Selling Limited Partner pursuant to the Bona Fide Offer, and any proposed transfer even on the same terms set forth in the Bona Fide Offer will again be subject to the notice and option procedures set forth in this Article 9; (b) the Selling Limited Partner shall reimburse the Partnership on demand for all appraisal fees, legal fees, accounting fees, and other costs, expenses and disbursements incurred by the Partnership in connection with the Selling Limited Partner's proposed sale; and (c) unless the failure to complete the transfer pursuant to the Bona Fide Notice is attributable to the proposed transferee's default, the Selling Limited Partner shall pay to the Partnership on demand a sum equal to ten percent (10%) of the purchase price stated in the Bona Fide Offer as liquidated damages for the time and effort expended in good faith by the Partnership, the General Partner and the other Limited Partners considering and evaluating whether or not to exercise the options provided for in this Article 9. Out of such liquidated damages, the General Partner in the good faith exercise of its discretion and upon application by any Limited Partner other than the Selling Limited Partner may reimburse the applying Limited Partner in whole or in part for professional fees and other out of pocket expenses reasonably incurred by such applying Limited Partner in evaluating whether to exercise the options provided in Section 9.3.

9.8 **Assignment by Limited Partners.** Except as otherwise hereinabove provided, no Holder may sell, assign, pledge (including a pledge of distributions), hypothecate or otherwise transfer, by any act or by operation of law, all or any part of a Limited Partnership Interest, except by sale or gift to a then-General Partner, a then-Limited Partner, or one or more of the transferor's Affiliates (excluding for this purpose such Limited Partner's spouse), without the written consent of the General Partner. In the event a Limited Partnership Interest is taken by levy, foreclosure, charging order, execution or other similar involuntary proceeding, the Partnership shall not dissolve, but the statutory or other involuntary assignee of said Limited Partnership Interest shall be entitled only to receive distributions pursuant to Article 7 and Section 13.3(c) and allocations of Profits and Losses attributable to such Limited Partnership Interest. In no event shall said assignee have the right to participate in or interfere with the management or the administration of the Partnership business, assets, or affairs, or to vote or consent on any matters (including amendment of this Agreement), or to become a Substitute Limited Partner except as provided in Sections 9.9 and 9.10 hereof.

9.9 **Right to Become a Substitute Limited Partner.** No assignee, legatee, distributee, heir or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of any Limited Partnership Interest shall have the right to become a Substitute Limited Partner without: (i) having first obtained the written consent of the General Partner and (ii) satisfying all the conditions set forth in Section

19

9.10. The consent or approval of the Limited Partners shall not be required. If a Limited Partner shall die or be adjudicated incompetent, such Limited Partner's Legal Representative shall have the same rights and obligations which such Limited Partner would have had but for the death or adjudication of incompetency, except that the Legal Representative shall not become a Substitute Limited Partner without the written consent of the General Partner.

9.10 **Requirements for Substitution.** No transferee of the whole or a fractional portion of a Limited Partner Interest shall have the right to become a Substitute Limited Partner in place of his or her assignor unless and until all of the following conditions are satisfied:

- (a) a duly executed and acknowledged written instrument of transfer approved by the General Partner shall be filed with the Partnership setting forth the intention of the transferor that the transferee become a Substitute Limited Partner in the transferor's place;
- (b) the transferor and transferee shall execute and acknowledge, and cause such other persons to execute and acknowledge, such other instruments as the General Partner may deem necessary or desirable to effect such substitution, including, without limitation, the written acceptance and adoption by the transferee of the provisions of this Agreement, and the execution, acknowledgment and delivery by the transferee of a power of attorney to be provided by Limited Partners in accordance herewith;
- (c) a reasonable transfer fee, to be determined by the General Partner, shall be paid to the Partnership sufficient to cover all reasonable expenses in connection with the transfer and substitution;
- (d) satisfaction of the requirements of Section 9.12; and
- (e) an appropriate amendment of the Certificate, if necessary, shall be duly filed and recorded (the General Partner agrees to file such amendment, if necessary, and cause it to be recorded promptly after the conditions specified in subparagraphs (a) through (d) above have been satisfied).

9.11 **Distributions Subsequent to Transfer.** The transferee of, or Substitute Limited Partner for, a Limited Partnership Interest shall be entitled to receive distributions from the Partnership with respect to such Limited Partnership Interest only after the effective date of such transfer.

9.12 **Investment Representation.** Notwithstanding anything contained herein to the contrary, no Limited Partner, Substitute Limited Partner or assignee of a Limited Partnership Interest shall have the right to sell or otherwise dispose of such Limited Partnership Interest, or any portion thereof, including the right to receive any allocation of Profits or Losses or distributions from the Partnership or any interest in its assets until (i) such person or entity shall supply to the Partnership a warranty and representation substantially in the form of the investment representation contained in Section 15.11 hereof executed by the person(s) or entity that shall receive such Partnership Interest upon such sale or disposition, and (ii) the Partnership shall, if it shall so desire, have received from its counsel an opinion that such proposed sale or disposition will not be in violation of the registration requirements of federal or state securities laws, or cause a termination of the Partnership under the Code.

9.13 **Cancellation of Reacquired Interests; Adjustment of Percentages.** Upon the closing of an acquisition of any Partnership Interest or Percentage Interest by the Partnership, whether pursuant to Section 9.2 hereof or otherwise, (a) the Partnership Interest so acquired by the Partnership shall automatically be deemed cancelled, and (b) all Percentage Interests shall be increased proportionately, such that the aggregate Percentage Interests shall equal one hundred percent (100%).

20

ARTICLE 10

BOOKS, RECORDS, ACCOUNTING AND REPORTS

10.1 **Availability.** At all times during the existence of the Partnership, the General Partner shall keep or cause to be kept full and true books of account in accordance with the accounting method followed by the Partnership for Federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied on a consistent basis, which shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. Such books of account, a copy of the Certificate and all amendments thereto, a copy of this Agreement and any amendments thereto, and all other records specified in

Section 56-1a205 of the Partnership Act shall at all times be maintained at the principal place of business of the Partnership. Any Partner or duly authorized representative of a Partner shall have the right at any time to inspect and copy from such books and documents at the requesting Partner's expense during normal business hours upon reasonable notice.

10.2 **Financial Reports.** As soon as practicable after the close of each fiscal year, the General Partner shall deliver to each Limited Partner all necessary tax reporting information required by the Limited Partners for preparation of their respective income tax returns. In addition, the General Partner shall deliver to each Limited Partner upon the written request of such Limited Partner, a financial report of the Partnership for the prior fiscal year, including a balance sheet, a profit and loss statement and a report showing distributions of Cash Flow to the Partners prepared in accordance with sound accounting principles determined by the General Partner and consistently applied.

10.3 **Accounting Decisions.** All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Tax Matters Partner. The Tax Matters Partner may rely upon the advice of independent accountants as to whether such decisions are in accordance with accounting principles.

10.4 **Taxable Year and Accounting Method.** The Partnership's taxable and fiscal years shall be the calendar year. All elections required or permitted to be made by the Partnership under the Code shall be made by the Tax Matters Partner in such manner as the Tax Matters Partner in good faith determines will be most advantageous to the Partnership.

10.5 **Bank Accounts.** All funds of the Partnership are to be deposited in the Partnership's name in such bank account or accounts as may be designated by the General Partner and shall be withdrawn on the signature of an authorized officer or agent of the General Partner, or such other person or persons as the General Partner may authorize.

10.6 **Amendment of Certificate.** The Certificate may be amended by the General Partner without the prior agreement of the Limited Partners whenever required by law or necessary to effect changes which do not adversely affect the rights or increase the obligations of the Limited Partners.

10.7 **Information Concerning Partnership Business and Affairs.** Any Limited Partner desiring information for a proper purpose pursuant to Section 56-1a205 of the Partnership Act shall submit to a General Partner a written request therefor stating the purpose for the request. The General Partners will cause the Partnership to comply with Section 56-1a205 of the Partnership Act within a reasonable time after receipt of such request.

21

ARTICLE 11

MEETINGS OF THE PARTNERSHIP

There shall be held a meeting of all Partners at least semi-annually on a date, and at a time and place, as is determined by the General Partner, with reasonable advance notice having been given to the Partners and the Holders who are not Partners. The purpose of the meeting shall be to review Partnership business activity during the preceding year and the results of such activity; to discuss and make recommendations with respect to future investments to be made by the Partnership; and to take up such other matters as may be properly brought before the meeting. Holders who are not Partners may attend, but not vote at, meetings of the Partnership.

ARTICLE 12

DEATH, INCOMPETENCY, BANKRUPTCY

OR TERMINATION OF A LIMITED PARTNER

Upon the death, legal incompetency, insolvency or bankruptcy of any individual Limited Partner, or the bankruptcy or cessation to exist as a legal entity of any Limited Partner not an individual, the Partnership shall not dissolve or terminate and the Legal Representative of such Limited Partner shall have such rights of a Limited Partner as are necessary for the purpose of settling or managing the estate or affairs of the Limited Partner and the same power as said Limited Partner had to constitute a transferee of such Limited Partner a Substitute Limited Partner, but said representative shall not become a Substitute Limited Partner without complying with the requirements of Article 9 hereof.

ARTICLE 13

TERMINATION AND DISSOLUTION OF THE PARTNERSHIP

13.1 **Events Causing Dissolution.** The Partnership shall be dissolved and its affairs wound upon the first to occur of the following:

- (a) the death, bankruptcy or other event of withdrawal of the last remaining General Partner, unless a successor General Partner is elected by the Limited Partners as provided in Article 5 hereof;
- (b) an event which makes it unlawful for the Partnership business to be continued;
- (c) the consent of Limited Partners holding, collectively, eighty (80%) percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests; or
- (d) when otherwise required by law as set forth in Section 56-1a451 of the Partnership Act.

13.2 **Final Accounting.** Upon dissolution of the Partnership, an accounting shall be made of the Capital Account of each Partner and of the Partnership's assets, liabilities and operations from the date of the last such accounting to the date of such dissolution.

13.3 **Liquidation; Distribution.** Upon the dissolution of the Partnership, the person designated to wind up the Partnership's affairs ("Liquidator"), pursuant to Section 56-1a453 of the Partnership Act, may liquidate and reduce to cash such assets of the Partnership as the Liquidator deems

22

appropriate as promptly as is consistent with obtaining the fair market value thereof. Holders shall continue to share in Profits and Losses during the winding up period. The proceeds of such liquidation, together with any unsold Partnership Property shall then be distributed in cash or in kind as follows:

- (a) first, to payment of the expenses of liquidation and other debts and liabilities of the Partnership;

- (b) second, to the setting up of such reserves as the Liquidator may reasonably deem necessary for any contingent liabilities or obligations of the Partnership, provided that the unused portion of such reserves, if any, shall be distributed as hereinafter provided; and
- (c) third, to the Holders having positive Capital Accounts in accordance with their respective positive Capital Account balances.

In connection with such winding up and liquidation, a balance sheet of the Partnership shall be prepared by the Partnership's accountants as of the date of liquidation, and such balance sheet shall promptly be furnished to all Partners.

ARTICLE 14

TRUSTS

14.1 **Trustee Liability.** When this Agreement is executed by the trustee of any trust, such execution is by the trustee, not individually, but solely as trustee in the exercise of and under the power and authority conferred upon and invested in such trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on any such trustee personally to pay any amounts required to be paid hereunder, or to perform any covenant, either express or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto by their execution hereof. Any liability of any Partner which is a trust, whether owing to the Partnership or to any third person, shall be only that of such trust to the full extent of its trust estate and shall not be a personal liability of any trustee, grantor or beneficiary thereof.

14.2 **Status of Successor Trustee as Partner.** Any successor trustee or trustees of any trust which shall be a Partner herein shall be entitled to exercise the same rights and privileges and be subject to the same duties and obligations as the predecessor trustee. As used in this Agreement, the term "trustee" shall include any or all such successor trustees.

14.3 **Termination of a Trust.** The termination of any trust which is a Partner shall not terminate the Partnership unless such Trust is the last remaining General Partner and the Limited Partners do not continue the Partnership in accordance with Article 5. The transfer of all or any portion of the Partnership Interest of a trust which is a Partner pursuant to the exercise of any power of appointment, or otherwise, to a beneficiary of such trust or to another person or persons or to another trust or trusts, whether or not such transfer shall terminate such distributing trust, shall be subject to the conditions and restrictions on transfer set forth in this Agreement, and the provisions of this Agreement shall apply to the transferee which may be admitted to the Partnership as a Partner only upon satisfaction of the conditions set forth in this Agreement.

ARTICLE 15

MISCELLANEOUS

15.1 **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made to a Partner under this Agreement shall be in writing and (a) mailed, postage prepaid, certified mail, return receipt requested, (b) delivered via messenger or nationally recognized overnight courier service or (c) sent via facsimile to the following addresses or any other address of which prior written notice has been given:

GENERAL PARTNER: Cray Family Management, LLC
%Karen Seaberg, Manager
20073 266th Road
Atchison, Kansas 66002

LIMITED PARTNERS: Cloud L. Cray, Jr.
20045 266th Road
Potato Hill
Atchison, Kansas 66002

Karen Seaberg
20073 266th Road
Atchison, Kansas 66002

Susan Robbins
3620 Mosner Road #7
Parsons, Kansas 67357

Cathy Scroggs
3841 W. 69th Avenue
Manhattan, Kansas 66503

15.2 **Severability.** Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder thereof, all of which other provisions shall remain in full force and effect.

15.3 **Person and Gender.** The masculine gender shall include the feminine and neuter genders, the singular shall include the plural, and vice versa. The word "person" shall include a corporation, firm, partnership or other form of association.

15.4 **Binding Agreement.** Subject to the restrictions on assignment herein contained, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, estates, heirs and legatees of the respective Partners and, to the extent but only to the extent provided in this Agreement, the respective non-Partner Holders.

15.5 **Applicable Law.** Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State. The partnership aspects of this Agreement shall be construed under the Partnership Act as now adopted or as may be hereafter amended. In the event that any matter relating to the rights or obligations of any Partner is not provided for herein, such matter shall be governed by the Partnership Act, if applicable. To the extent permitted by governing law, this Agreement shall constitute a waiver by each Partner and each non-Partner Holder of all rights under the Partnership Act which are inconsistent with the provisions of this Agreement, and to the extent permitted by governing law, the provisions of this Agreement shall override the provisions of the Partnership Act to the extent of such inconsistency or contradiction.

15.6 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto. No agreement, written or oral, other than this Agreement and any amendments hereto adopted in accordance with Section 15.8 shall be considered a "partnership agreement" of the Partnership within the meaning of Section 56-1a101(i) of the Partnership Act.

15.7 **Captions.** The captions herein are inserted for convenience of reference only and shall not affect the construction of this Agreement.

15.8 **Amendment.** This Agreement may be amended from time to time in any respect by a written instrument of amendment that specifically refers to this Section 15.8 and is signed by all General Partners and by a Majority of the Limited Partners, except as follows:

- (a) In addition to the foregoing signatures, (i) an amendment that increases the liability of a Limited Partner or reduces a Limited Partner's Percentage Interest (other than reductions expressly contemplated by other provisions of this Agreement) must be signed by each Limited Partner so affected; and (ii) an amendment that alters the status of the Partnership as a partnership for Federal income tax purposes must be signed by all Limited Partners.
- (b) In lieu of the foregoing signatures, the signatures of all General Partners are sufficient to adopt an amendment to correct a manifest error in this Agreement; to revise Exhibit A to reflect transfers of Partnership Interests permitted by this Agreement or changes in Percentage Interests expressly contemplated by other provisions of this Agreement; or to conform the provisions for allocation of Profits and Losses to the requirements of then-applicable provisions of the Code and Regulations consistently with the economic terms of this Agreement, provided

25

that such change is recommended for that purpose in writing by counsel to the Partnership.

15.9 **Agreement in Counterparts.** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

15.10 **Qualification in Other States.** In the event the business of the Partnership is carried on or conducted or any Partnership Property is located in states in addition to the State, then the parties agree that this Partnership shall exist under the laws of the State and be qualified in each state in which the character of the business actually conducted by the Partnership or the character of the Partnership Property therein located requires such qualification, and they severally agree to execute such other and further documents as may be required or requested in order that the General Partner legally may qualify this Partnership in such states. A Partnership office or principal place of business in the State and in any other state may be designated from time to time by the General Partner.

15.11 **Investment Objectives.** Each Partner acknowledges that the Partnership Interest acquired by such Partner has not been registered under federal or state securities laws and that the Partnership has no obligation to effect any such registration. Each Limited Partner warrants and represents that such Limited Partner:

- (a) will not sell or dispose of a Partnership Interest except in compliance with applicable federal and state securities laws;
- (b) has conducted and is relying solely upon a personal investigation of all material facts and circumstances relating to the business or proposed business of the Partnership;
- (c) has had free access to all documents, information, books and records in the possession or control of the Partnership relating to the business or proposed business of the Partnership; and
- (d) has a pre-existing business or personal relationship with the General Partner.

15.12 **Organizational Expenses.** The Partnership shall bear all expenses of its formation and organization, including the expense of preparation of this Agreement by the Partnership's counsel. Promptly following the formation of the Partnership, the Partnership shall reimburse the General Partner for any expenses advanced in connection with the Partnership's formation and organization.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

GENERAL PARTNER:

Cray Family Management, LLC

/s/ Karen Seaberg

Karen Seaberg, Manager

LIMITED PARTNER:

/s/ Cloud L. Cray, Jr.

Cloud L. Cray, Jr., individually

/s/ Karen Seaberg

Karen Seaberg, individually

/s/ Susan Robbins

Susan Robbins, individually

26

/s/ Cathy Scroggs

Cathy Scroggs, individually

LIMITED PARTNERSHIP AGREEMENT
OF
CRAY MGP HOLDINGS LP
a Kansas Limited Partnership

EXHIBIT A

Capital Contributions and

Percentage Interests as of May 8, 2013

Name of Partner	Capital Contribution	Percentage Interest
Cray Family Management, LLC, a Kansas limited liability company	Cash and 18,000 shares of MGP Ingredients, Inc.	1% GP
Cloud L. Cray, Jr.	2,555,967 shares of MGP Ingredients, Inc.	34% LP
Cloud L. Cray, Jr. Gift Trust u/t/a dtd. November 1, 2012	N/A	65% LP

**UNANIMOUS CONSENT RESOLUTION OF THE
GENERAL PARTNER AND LIMITED PARTNERS OF
CRAY MGP HOLDINGS LP,
a Kansas Limited Partnership**

May 8, 2013

WHEREAS, Section 13.1 of the Limited Partnership Agreement (the Partnership Agreement) of Cray MGP Holdings LP, a Kansas limited partnership (the Partnership) provides in part that:

“The Partnership shall be dissolved and its affairs wound up upon the first to occur of the following:

(c) the consent of Limited Partners holding, collectively, Eighty (80%) Percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests;

and

WHEREAS, the General Partner has recommended that Section 13.1(c) of the Partnership Agreement be revised to read as follows:

(c) the consent of Limited Partners holding, collectively, Eighty (80%) Percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests, subject to the consent of the General Partner;

and

WHEREAS, the Limited Partners concur with the recommendation of the General Partner to amend Section 13.1(c) of the Partnership Agreement in the manner indicated above; and

WHEREAS, the Partnership Agreement provides, in Section 15.8, that the Partnership Agreement may be amended by written instrument signed by all General Partners and a Majority of the Limited Partners;

IT IS THEREFORE, RESOLVED, that Section 13.1(c) of the Partnership Agreement shall be revised to read as follows:

(c) the consent of Limited Partners holding, collectively, Eighty (80%) Percent of the Percentage Interests allocated to then-outstanding Limited Partnership Interests, subject to the consent of the General Partner;

FURTHER RESOLVED, that the General Partner of the Partnership is hereby authorized and directed to append to the Partnership Agreement the amendment hereby approved, and otherwise to execute such instruments and take such other and further actions as the General Partner deems necessary or appropriate to carry out the intents and accomplish the purposes of these Resolutions.

The foregoing Resolutions are approved as of the date first above written.

GENERAL PARTNER:

CRAY FAMILY MANAGEMENT, LLC,
a Kansas limited liability company

/s/ Karen Seaberg Mgr
Karen Seaberg, Manager

LIMITED PARTNERS:

/s/ Cloud L. Cray, Jr.
Cloud L. Cray, Jr., individually

CLOUD L. CRAY, JR. GIFT TRUST

/s/ Karen Seaberg TTEE
Karen Seaberg, as Trustee of the Cloud L.
Cray, Jr. Gift Trust u/t/a dtd. 11/1/2012

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, LAIDACKER M. SEABERG, of Atchison County, Kansas, have made, constituted and appointed, and by these Presents do make, constitute and appoint KAREN CRAY SEABERG, my true and lawful Attorney for me and in my name, place and stead to do and execute all of the following acts, deeds and things, that is to say:

1. Buy and Sell Securities. To sell, pledge, exchange, option or otherwise dispose of any securities, whether stock, bonds, debentures, certificates, notes, mortgages or other assets or property that I may own from time to time, and to sign and deliver all instruments of transfer and all supporting affidavits necessary or requested in accomplishing it; to buy the foregoing in my name and on my behalf for prices and on terms and conditions as my Attorney believes advisable.
 2. Recover Dividends and Interest. To receive all dividends and interest payments that are now due or may hereafter become due and payable to me on all of the shares of stock, bonds or other evidences of indebtedness or investments belonging to me.
 3. Vote. To appear and vote, and otherwise act as my representative, in respect to such number of shares as I may be entitled to vote at all meetings of shareholders or companies or corporations in which I now or may hereafter own shares of stock, and for such purpose to sign and execute limited or unlimited proxies or other instruments in my name and on my behalf; to tender my resignation as director or officer; to subscribe to shares on such terms, covenants and conditions as my Attorney believes advisable; and to engage in or discontinue a business or professional or commercial enterprise.
 4. Invest. On receipt of any moneys that shall be paid to my Attorney, to pay or deposit them in my name, or otherwise, with any banker, broker or other agent; to draw out such moneys from time to time and invest the same at the discretion of my Attorney in such assets, stocks, bonds, evidences of indebtedness, notes, mortgages or other securities as my Attorney sees fit.
 5. Manage and Lease. To manage real and personal property owned by me in which I have an interest, and to negotiate and make all leases of my property as are advisable, containing terms, covenants and conditions as my Attorney believes best; to demand, receive and collect all the rents for the same occurring under leases, and to use all lawful remedies for recovery, and generally to do for me and in my name whatever my Attorney believes to be necessary and proper to recover the rents; to sign receipts for rent received.
-
6. Sell, Exchange, Option. To sell, exchange, option and convey my real and personal property, whether together or in separate parcels or lots, for such prices and on such terms as my Attorney believes advisable, and to give a receipt on payment of the consideration or purchase prices; to sign and deliver deeds and bills of sale of general warranty, with the customary covenants, for such property and to do every thing necessary for carrying into effect and execution of any agreement of sale or other transfer made by my Attorney in such manner that all my interest in or to the property included in the agreement of sale or other transfer is conveyed and assured to the purchaser.
 7. Acquire Property; Motor Vehicles. To purchase, lease or otherwise acquire and hold all such dwellings, goods, equipment, motor vehicles, household furnishings, furniture and appliances, clothing and personal effects as my Attorney believes necessary or desirable for my health, support and maintenance; to apply for a certificate of title upon, and endorse and transfer title to any motor vehicle.
 8. Borrow and Encumber. To borrow money on a secured or unsecured basis, at such rate of interest, and upon such terms as my Attorney believes advisable; to sign and deliver notes, and, as collateral for a note, to sign and deliver real estate mortgages, security agreements, assignments, financing statements, agreements not to encumber, debt and security interest subordinations, hypothecations and other agreements.
 9. Conduct Banking. To open, maintain, change or close depository accounts with banks and other financial institutions, and make deposits and withdrawals by check, draft or otherwise; to endorse checks, notes and drafts for deposit, collection or otherwise; to use money in deposit accounts to pay accounts and bills incurred by me or for my health, support, maintenance and education, and to do whatever else is necessary for the conduct of my business and personal affairs.
 10. Collect. To ask, demand, sue for, collect and receive all moneys, debts, interest, dividends, accounts, legacies, bequests, benefits, annuities goods and other personal property now or hereafter due or belonging to me, and to use all lawful means in my name or otherwise for their recovery; to contest, compromise, pay, extend, settle or abandon claims in favor of or against me; and to give receipts, releases and discharges.
 11. Insure. To purchase and pay for insurance insuring my health, life and property, including without limitation health, life, accident, disability, property, casualty and liability insurance; to make necessary claims, to settle, compromise and adjust claims; to surrender and cancel insurance policies; to borrow from insurers and third parties using insurance policies as collateral.
-
- 2
-
12. Taxes. To represent and act for me before the Internal Revenue Service or Treasury Department of the United States, and before the tax department of any state, county or municipality, in any and all matters in which I am concerned, and particularly in the matter of my income tax returns and assessments, with full authority to prepare, sign and file all required tax returns; to execute power of attorney Form 2848; to consent to and negotiate compromises, agreements and settlements in connection with taxes; to file claims for refund and receive refund checks; to receive and examine confidential information, including without limitation copies of tax returns with all schedules and appendices; and to take appeals, file protests and execute waivers and closing agreements.
 13. Conduct Litigation. To commence, prosecute, enforce, defend, answer, oppose or abandon any action, suit or other legal proceeding relating to any matter in which I am or may hereafter be interested or concerned; and also, in the discretion of my Attorney, to compromise, settle, refer to arbitration, or submit to judgment any such action or proceeding.
 14. Safe Deposit Box. To have access to any safe deposit box of mine wherever located, and to remove the contents and surrender the box, as my Attorney sees fit. Any institution in which a safe deposit box of mine is located is not liable to me or my heirs or estate for permitting my Attorney to exercise this power.
 15. Social Security. To represent and act for me before the Social Security Administration of the United States, and any similar agency of a state or local government; to collect all social security benefits due me; and to make such arrangement in connection with social security benefits as will facilitate its application to my care and support.
 16. Health Insurance. To execute all necessary instruments for health insurance, including but not limited to any instruments requested by Medicare, Medicaid or a private insurer, for the purpose of submitting claims and collecting reimbursements, initiating, cancelling or renewing coverage and paying of premiums, and for any other purpose my Attorney believes necessary.
 17. Medical Personnel. To employ and compensate medical personnel, including physicians, surgeons, dentists, medical specialists, nurses, psychologists,



My Commission Expires:

WANDA CHRISTENSEN
NOTARY PUBLIC STATE OF MISSOURI
COUNTY OF JACKSON
MY COMMISSION EXPIRES APR. 8, 1994

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock of MGP Ingredients, Inc. and that this Agreement be included as an Exhibit to such joint filing.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement this 9th day of May, 2013.

Cray Family Management LLC

By /s/Karen Seaberg
Karen Seaberg
Manager

Cray MGP Holdings LP

By: Cray Family Management LLC,
its General Partner

By /s/ Karen Seaberg
Karen Seaberg
Manager

/s/ Karen Seaberg
Karen Seaberg

/s/ Ladd Seaberg
Laidacker M. Seaberg
