

**BYLAWS
OF
KENWOOD HILLS, LLC**

OFFICES

1.1 Registered Office. The Company's registered office shall be at 525 15th Avenue South, Hopkins, Minnesota 55343.

1.2 Other offices. The Company may also have offices at such other place (both within and without the State of Minnesota) as the board of governors may from time to time determine or the business of the Company may require.

MEMBERS

2.1 Place of Meetings. Each meeting of the members shall be held at the principal executive office of the Company or at such other place (both within or without the State of Minnesota) as may be designated by the board of governors or the Chief Manager and as stated in the notice of the meeting.

2.2 Regular Meetings. Regular meetings of the members may be held on an annual or other less frequent basis as determined by the board of governors; provided, however, that if a regular meeting has not been held during the immediately preceding fifteen (15) months, a member or members owning three percent (3%) or more of the voting power of all membership units entitled to vote may demand a regular meeting of members by written demand given to the Chief Manager or Treasurer of the Company. At each regular meeting the members entitled to vote shall elect qualified successors for governors who serve for an indefinite term or whose terms have expired or are due to expire within six months after the date of the meeting and may transact any other business, provided, however, that no business with respect to which special notice is required by law shall be transacted unless such notice shall have been given or unless all members have waived notice of the meeting in accordance with Section 2.7.

2.3 Special Meetings. A special meeting of the members may be called for any purpose or purposes at any time by the Chief Manager; by the Treasurer; by the board of governors or any two or more governors; or by one or more members owning not less than ten percent (10%) of the voting power of all membership units of the Company entitled to vote, who shall demand such special meeting by written notice given to the Chief Manager or the Treasurer of the Company specifying the purposes of such meeting.

2.4 Meeting Held Upon Member Demand. Within thirty (30) days after receipt of a demand by the Chief Manager or the Treasurer from any member or members entitled to call a meeting of the members, it shall be the duty of the board of governors of the Company to cause a special or regular meeting of members, as the case may be, to be duly called and held on notice no later than ninety (90) days after receipt of such demand, at the expense of the Company. If

the board fails to cause such a meeting to be called and held as required by this Section, the member or members making the demand may call the meeting by giving notice as provided in Section 2.6 hereof, at the expense of the Company.

2.5 Adjournments. In the absence of a quorum as provided in Section 2.12, any meeting of the members may be adjourned from time to time to another date, time and place. If any meeting of the members is so adjourned, no notice as to such adjourned meeting need be given if the date, time and place at which the meeting will be reconvened are announced at the time of adjournment.

2.6 Notice of Meetings. Unless otherwise required by law, written notice of each meeting of the members, stating the date, time and place and, in the case of a special meeting, the purpose or purposes, shall be given at least ten (10) days and not more than sixty (60) days prior to the meeting to every owner of membership units entitled to vote at such meeting except as specified in Section 2.5 or as otherwise permitted by law. The business transacted at a special meeting of members is limited to the purposes stated in the notice of the special meeting.

2.7 Waiver of Notice. A member may waive notice of the date, time, place and purpose or purposes of a meeting of members. A waiver of notice by a member entitled to notice is effective whether given before, or after the meeting, and whether given in writing, orally or by attendance. Attendance by a member at a meeting is a waiver of notice of that meeting, unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

2.8 Membership Register. At least ten days before every meeting of members, the manager who has charge of the ownership ledger of the Company shall prepare and make a complete list of the members entitled to vote at the meeting, arranged in alphabetical order, and showing the address and the ownership interest of each member. Such list shall be open to the examination of any member, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any member who is present.

2.9 Record date. The board of governors may fix a date not more than 60 days before the date of a meeting of members as the date for the determination of the holders of membership units entitled to notice of and to vote at such meeting. When a date is so fixed, only members on that date are entitled to notice and permitted to vote at that meeting of members.

2.10 Voting Rights. A member shall have voting power in proportion to the member's voting units as reflected in the Company's records or, as provided in a member control agreement. Except as required by law, an owner of membership units entitled to vote may vote any portion of the membership units in any way the member chooses. If a member votes without designating the proportion of the membership units voted in a particular way, the member is deemed to have voted all of the membership units in that way.

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

2.12 Quorum. The owners of a majority of the voting power of the membership units entitled to vote at a meeting of the members are a quorum for the transaction of business, unless a larger or smaller proportion is provided in the Articles of Organization of the Company or a member control agreement. If a quorum is present when a duly called or held meeting is convened, the members present may continue to transact business until adjournment, even though the withdrawal of members originally present leaves less than the proportion otherwise required for a quorum.

2.13 Acts of Members. Except as otherwise required by law or specified in the Articles of Organization of the Company or a member control agreement, the members shall take action by the affirmative vote of the owners of the greater of (a) a majority of the voting power of the membership units present and entitled to vote on that item of business or (b) a majority of the voting power that would constitute a quorum for the transaction of business at a duly held meeting of members.

2.14 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the members of the Company may be taken without a meeting by written action signed by all of the members entitled to vote on that action. Provided, however, that, if the Articles of Organization or a member control agreement so provide, then any action of the members of the Company may be taken by written action signed by the members who own voting power equal to the voting power that would be required to take the same action at a meeting of the members at which all members were present. The written action is effective when signed by the required members, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all members, all members shall be notified immediately of its text and effective date.

GOVERNORS

3.1 Number: Qualifications. Except as authorized by the members pursuant to a member control agreement or unanimous affirmative vote, the business and affairs of the Company shall be managed by or under the direction of a board of one or more governors. Governors shall be natural persons. The members at each regular meeting shall determine the number of governors to constitute the board of governors, provided that thereafter the authorized number of governors may be increased by the members or the board of governors and decreased by the members. Governors need not be members.

3.2 Term. Each governor shall serve for an indefinite term that expires at the next regular meeting of the members. Each governor shall hold office until a successor is elected and has qualified or until the earlier death, resignation, removal or disqualification of the governor.

3.3 Vacancies. Vacancies on the board of governors resulting from the death, resignation, removal or disqualification of a governor may be filled by the affirmative vote of a majority of the remaining governors, even though less than a quorum. Vacancies on the board resulting from newly-created governorships may be filled by the affirmative vote of a majority of the governors serving at the time such governorships are created. Each person elected to fill a vacancy shall hold office until a qualified successor is elected by the members at the next regular meeting or at any special meeting duly called for that purpose.

3.4 Place of Meetings. Each meeting of the board of governors shall be held at the principal executive office of the Company or at such other place as may be designated from time to time by a majority of the governors or by the Chief Manager. A meeting may be held by conference among the governors using any means of communication through which the governors may simultaneously hear each other during the conference.

3.5 Regular Meetings. Regular meetings of the board of governors for the election of managers and the transaction of any other business shall be held without notice at the place of and immediately after each regular meeting of the members.

3.6 Special Meetings. A special meeting of the board of governors may be called for any purpose or purposes at any time by any governor on ten (10) days' notice to all governors of the date, time and place of the meeting. The notice need not state the purpose of the meeting.

3.7 Waiver of Notice: Previously Scheduled Meetings. Subdivision 1. A governor of the Company may waive notice of the date, time and place of a meeting of the board of governors. A waiver of notice by a governor entitled to notice is effective whether given before, at or after the meeting, and whether given in writing, orally or by attendance. Attendance by a governor at a meeting is a waiver of notice of that meeting, unless the governor objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and thereafter does not participate in the meeting.

Subdivision 2. If the day or date, time and place of a board meeting have been provided in accordance with Section 3.5 or otherwise announced at a previous meeting of the board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken of the date, time and place at which the meeting will be reconvened.

3.8 Quorum. A majority of the governors currently holding office shall be necessary to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the governors present may adjourn a meeting from time to time without further notice until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the governors present may continue to transact business until adjournment, even though the

withdrawal of a number of the governors originally present leaves less than the proportion or number otherwise required for a quorum.

3.9 Acts of Board. Except as otherwise required by law or specified in the Articles of Organization of the Company or a member control agreement, the board shall take action by the affirmative vote of a majority of the governors present at a duly held meeting. If the Articles of Organization of the Company require a larger proportion than is required by the laws of the State of Minnesota for a particular action, then the Articles of Organization shall control.

3.10 Participation by Electronic Communications. A governor may participate in a board meeting by any means of communication through which the governor, other governors so participating and all governors physically present at the meeting may simultaneously hear each other during the meeting. A governor so participating shall be deemed present in person at the meeting.

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

3.12 Action Without a Meeting. An action required or permitted to be taken at a board meeting may be taken without a meeting by written action signed by all of the governors. Provided, however, that, if the Articles of Organization or a member control agreement so provide, then, any action (other than an action requiring member approval) may be taken by written action signed by the number of governors that would be required to take the same action at a meeting of the board at which all governors were present. The written action is effective when signed by the required number of governors, unless a different effective time is provided in the written action. When written action is permitted to be taken by less than all governors, all governors shall be notified immediately of its text and effective date.

3.13 Committees. Subdivision 1. A resolution approved by the affirmative vote of a majority of the board may establish committees having the authority of the board in the management of the business of the Company only to the extent provided in the resolution. Committees shall be subject at all times to the direction and control of the board, except as provided in Section 3.14.

Subdivision 2. A committee shall consist of one or more natural persons, who need not be governors, appointed by affirmative vote of a majority of the governors present at a duly held board meeting.

Subdivision 3. Section 3.4 and Sections 3.6 to 3.12 hereof shall apply to committees and members of committees to the same extent as those sections apply to the board of governors.

Subdivision 4. Minutes, if any, of committee meetings shall be made available upon request to members of the committee and to any governor.

3.14 Special Litigation Committee. Pursuant to the procedure set forth in Section 3.13, the board may establish a committee composed of one or more independent governors or other independent persons to determine whether it is in the best interests of the Company to pursue a particular legal right or remedy of the Company and whether to cause, to the extent permitted by law, the dismissal or discontinuance of a particular proceeding that seeks to assert a right or remedy on behalf of the Company. The committee, once established, is not subject to the direction or control of, or termination by, the board. A vacancy on the committee may be filled by a majority vote of the remaining committee members. The good faith determinations of the committee are binding upon the Company and its governors, managers and members to the extent permitted by law. The committee terminates when it issues a written report of its determinations to the board.

3.15 Compensation and Expenses. The board may fix the compensation, if any, of governors. The governors may be paid their expenses, if any, of attendance at each meeting of the board as determined by the board. Nothing herein contained shall be construed to preclude any manager from serving the Company as a manager, consultant, or in any other capacity and receiving proper compensation therefor.

MANAGERS

4.1 Number and Designation. The Company shall have one or more natural persons exercising the functions of the position of Chief Manager and Treasurer. The board of governors may elect or appoint such other managers or agents as it deems necessary for the operation and management of the Company, with such powers, rights, duties and responsibilities as may be determined by the board, each of whom shall have the powers, rights, duties and responsibilities set forth in these Bylaws unless otherwise determined by the board. Any of the positions or functions of those positions may be held by the same person.

4.2 Chief Manager. Unless provided otherwise by a resolution adopted by the board of governors or in a member control agreement, the Chief Manager (a) shall have general active management of the business of the Company; (b) shall, when present, preside at all meetings of the members of the board; (c) shall see that all orders and resolutions of the board are carried into effect; (d) may maintain records of and certify proceedings of the board and members; and (e) shall perform such other duties as may from time to time be prescribed by the board.

4.3 Treasurer. Unless provided otherwise by a resolution adopted by the board of governors or in a member control agreement, the Treasurer (a) shall keep accurate financial records for the Company; (b) shall deposit all monies, drafts and checks in the name of and to the credit of the Company in such banks and depositories as the board shall designate from time to time; (c) shall endorse for deposit all notes, checks and drafts received by the Company as ordered by the board, making proper vouchers therefor; (d) shall disburse Company funds and issue checks and drafts in the name of the Company, as ordered by the board; (e) shall render to the Chief Manager and the board, whenever requested, an account of all of such manager's

transactions as Treasurer and of the financial condition of the Company; and (f) shall perform such other duties as may be prescribed by the board or the Chief Manager from time to time.

4.4 President. Unless otherwise determined by the board of governors, the President shall be the Chief Manager of the Company. If a manager other than the President is designated Chief Manager, the President shall perform such duties as may from time to time be determined by the board.

4.5 Vice Presidents. Any one or more Vice Presidents, if any, may be designated by the board of governors as Executive Vice Presidents or Senior Vice Presidents. During the absence or disability of the President, it shall be the duty of the highest ranking Executive Vice President, and, in the absence of any such Vice President, it shall be the duty of the highest ranking Senior Vice President or other Vice President, who shall be present at the time and able to act, to perform the duties of the President. The determination of who is the highest ranking of two or more persons holding the same position shall, in the absence of specific designation of order of rank by the board, be made on the basis of the earliest date of appointment or election, or, in the event of simultaneous appointment or election, on the basis of the longest continuous employment by the Company.

4.6 Secretary. The Secretary, unless otherwise determined by the board of governors, shall attend all meetings of the members and all meetings of the board, shall record or cause to be recorded all proceedings thereof in a book to be kept for that purpose, and may certify such proceedings. Except as otherwise required or permitted by law or by these Bylaws, the Secretary shall give or cause to be given notice of all meetings of the members and all meetings of the board.

4.7 Authority and Duties. In addition to the foregoing authority and duties, all managers of the Company shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the board of governors. Unless prohibited by a resolution approved by the affirmative vote of a majority of the governors present, a manager elected or appointed by the board may, without the approval of the board, delegate some or all of the duties and powers of a position to other persons.

4.8 Term. Subdivision 1. All managers of the Company shall hold office until their respective successors are chosen and have qualified or until their earlier death, resignation or removal.

Subdivision 2. A manager may resign at any time by giving written notice to the Company. The resignation is effective without acceptance when the notice is given to the Company, unless a later effective date is specified in the notice.

Subdivision 3. A manager may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the governors present at a duly held board meeting, subject to the provisions of any member control agreement. Such removal, however, shall be without prejudice to any contract rights of the manager.

Subdivision 4. A vacancy in a position because of death, resignation, removal, disqualification or other cause may, or in the case of a vacancy in the position of Chief Manager or Treasurer shall, be filled by the board.

4.9 Salaries. The salaries of all managers of the Company shall be fixed by the board of governors or by the Chief Manager if authorized by the board.

INDEMNIFICATION

5.1 Authority of the Board of Governors. The Company acting through its board of governors or as otherwise provided in this Section 5 shall exercise as fully as may be required or permitted from time to time by the statutes and decisional law of the State of Minnesota, including Minnesota Statutes Section 322B.699, as amended from time to time, or by any other applicable rules or principles of law, its power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, wherever brought, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a governor, manager, employee, or agent of the Company, or is or was serving at the request of the Company as a governor, manager, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding.

5.2 Standard for Indemnification. Any person described in Section 5.1 may be indemnified by the Company if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and otherwise acted in accordance with the provisions of Section 322B.699 and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful.

5.3 No Presumptions Resulting from Termination of Actions. The determination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not establish that the person did not meet the criteria set forth in Section 5.2.

5.4 Mandatory Indemnification. To the extent that any such person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article V, or in defense of any claim, issue, or matter within this Article V, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred in connection therewith.

5.5 Determination. Any indemnification under Section 5.1, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the governor, manager, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 5.2. Such determination shall be made (1) by the board of governors by a majority vote of a quorum consisting of governors who are not parties to such action, suit, or proceeding; (2) if such a

quorum is not obtainable, or, even if obtainable, if a quorum of disinterested governors so directs, by independent legal counsel in a written opinion; or (3) by a majority vote of disinterested members.

5.6 Advance Payment. The expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Company in advance of the final disposition of such action, suit, or proceeding as authorized by the board of governors in the manner provided in Section 5.5 upon receipt of an undertaking by or on behalf of the governor, manager, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Company as authorized in this Article V.

5.7 Continuance of Indemnification. The indemnification provided by this Article V shall continue as to a person who has ceased to be a governor, manager, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

5.8 Not Exclusive Remedy. The indemnification provided by this Article V shall not exclude any other right to which a manager may be entitled under any agreement, vote of members or disinterested governors, or otherwise, both as to action in official capacity and as to action in another capacity while holding such office, and shall not imply that the Company may not provide lawful indemnification not expressly provided for in this Article V. Nothing contained in this Article V shall affect any rights to indemnification to which Company personnel other than governors and managers may be entitled by contract or otherwise under law.

5.9 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a governor, manager, employee, or agent of the Company, or is or was serving at the request of the Company as a governor, manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity; provided, however, that no indemnification shall be made under any policy of insurance for any act which could not be indemnified by the Company under this Article V.

5.10 Notice of Indemnification. If, under this Article V, any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the members, the Company shall, not later than the next annual meeting of members unless such meeting is held within three (3) months from the date of such payment, and in any event, within fifteen (15) months from the date of such payment, mail to its members of record at the time entitled to vote for the election of governors a statement specifying the persons paid, the amounts paid, and the nature and status of the litigation or threatened litigation at the time of such payment.

MEMBERSHIP UNITS

6.1 Membership Units. Subdivision 1. Membership interests in the Company shall be represented by Membership Units. Membership Units shall be deemed to be personal property but shall not be evidenced by any writing, except as provided in this section. At the

request of any Member, the Company shall state in writing the particular Membership Units, or any rights with respect thereto, owned by that Member at the time of the statement. The statement must describe the Member's voting rights, share in profits and losses, share in distributions, and any assignment of the Member's rights then in effect, but such statement shall not be (i) a certificated security as defined in Minnesota Statutes, Section 336.8-102(1)(a), (ii) an uncertificated security as defined in Minnesota Statutes, Section 336.8-102(1)(b), or (iii) a negotiable instrument, and such statement shall not be used to transfer any Membership Unit, in whole or in part. For the purpose of any law relating to security interests, a Membership Unit and any financial rights appurtenant thereto are each a general intangible as defined in Minnesota Statutes Section 336.9-106.

Subdivision 2. A Membership Unit includes both financial rights and governance rights. Financial rights are the right to share in profits and losses, the right to receive distributions from the Company, and the right to assign financial rights. Governance rights are all rights other than financial rights, including without limitation any rights to vote, receive notices and attend meetings of members.

6.2 Statement of Membership Units. At the request of any member, the Company shall state in writing the particular membership units owned by that member as of the moment the Company makes the statement. The statement must describe the member's rights to vote, to share in profits and losses, and to share in distributions, as well as any assignment of the member's rights then in effect.

6.3 Declaration of Distributions. The board of governors shall have the authority to declare distributions upon the membership units of the Company to the extent permitted by law.

6.4 Reserves. There may be set aside out of any funds of the Company available for distributions such sum or sums as the board of governors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, for equalizing distributions, for repairing or maintaining any property of the Company, for the purchase of additional property, or for such other purpose as the Governors shall deem to be consistent with the interests of the Company. The Board of Governors may modify or abolish any such reserve.

6.5 Transfer of Financial Rights, Governance Rights and Membership Units. Unless otherwise provided in the Articles of Organization, these Bylaws, any resolution adopted by the Members, or any written agreement or written action among the Members and the Company, any Member may transfer his, her or its financial rights, in whole or in part, without the consent of any other Member. Unless otherwise provided in the Articles of Organization, these Bylaws, any resolution adopted by the Members, or any written agreement or written action among the Members and the Company, any Member may transfer his, her or its governance rights, in whole or in part, to any other Member without the consent of any other Member. Any other transfer of governance rights, in whole or in part, to any person not a Member is effective only upon the unanimous written consent of all Members with voting rights other than the Member seeking to make the transfer. The foregoing notwithstanding, any transfer of financial rights apart from the appurtenant governance rights terminates the governance rights of the transferor with respect to the Membership Units to which the transferred financial rights are attributable. For purposes of

these Bylaws, the word "transfer" includes any disposition, sale or gift, whether voluntary or involuntary, but it does not include the voluntary grant of a security interest or other lien or encumbrance unless such voluntary security interest or other lien or encumbrance is foreclosed, executed, levied, or realized upon in any manner provided by law.

In any case, no transfer or assignment of any rights with respect to Membership Units shall be effective until a duly executed and acknowledged written instrument of assignment, in form and substance satisfactory to the Company, is received and accepted by the Company. No proposed transfer or assignment of any rights with respect to Membership Units which (i) fails to comply with all applicable state and federal securities laws, (ii) will have an adverse impact on the ability of the Company to be taxed as a partnership for federal income tax purposes, (iii) will result in a Member being exposed to liability for the debts and obligations of the Company, or (iv) will result in the termination of the Company for tax purposes pursuant to Section 708 of the Internal Revenue Code of 1986, as amended, or for state law purposes pursuant to Chapter 322B of the Minnesota Statutes, will be effective for any purpose. The Company may request an opinion of counsel satisfactory to the Company (with the costs and expenses thereof payable by the transferee or assignee), stating that the foregoing conditions have been satisfied. All sales, transfers or assignments of Membership Units, or any financial or governance rights appurtenant thereto, occurring during any calendar month shall be deemed effective on the first day of the calendar month following the calendar month in which the transfer or assignment occurs. Until such time as a written assignment that conforms to all requirements of this Section 6.4 has been received by and recorded on the books of the Company, any distribution by the Company to any Member or his, her or its executors, administrators, or representatives shall acquit the Company of liability to the extent of such payments to any other person who may have an interest in such payment by reason of transfer or assignment by the Member, such Member's death or otherwise.

REIMBURSEMENT BY EMPLOYEES

7.1 Reimbursement of Disallowed Expenses; Condition of Employment. Any payment made to an employee of the Company, such as salary, commission, bonus, interest or reimbursement for entertainment expenses incurred by him, which shall be disallowed in whole or in part as a deductible corporate expense by the Internal Revenue Service, shall be reimbursed to the Company by such employee to the full extent of such disallowance. Reimbursement of expenses disallowed under Section 274 of the Internal Revenue Code, however, is not required. It shall be the duty of the board of governors to enforce payment of each such amount disallowed. In lieu of payment by the employee, subject to the determination of the board of governors, proportionate amounts may be withheld from the employee's future compensation payments until the amount owed to the Company has been recovered. The proper managers of this Company are authorized and directed to cause suitable announcement of the provision contained in Section 7.1 to be given to all employees to whom it may pertain and to all future employees at the commencement of their employment. It is to be made explicitly clear to all employees that acceptance of this provision is a condition of continued employment by the Company and that failure to abide by same shall be grounds for discharge.

BOOKS AND RECORDS

8.1 Books and Records. The books and records of the Company shall be maintained at the designated or principal office of the Company as listed in the Articles of Organization and shall be available for examination there by any Member or his, her or its duly authorized representatives by appointment during ordinary business hours upon five (5) days' prior written notice. The Company shall keep the following records:

- (a) a current list of the full legal name and last known business address of each Member;
- (b) a copy of the Articles of Organization, these Bylaws and any member control agreement and all amendments to any of the foregoing, and executed copies of any powers of attorney pursuant to which any of the foregoing have been executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;
- (d) copies of any financial statements of the Company for the three (3) most recent years; and
- (e) to the extent not contained in a member control agreement, a writing setting out contributions made and agreed to be made by each Member, and, if other than cash, the agreed value of such contributions.

In addition, the Company shall maintain any other books and records required to be maintained by Chapter 322B of the Minnesota Statutes and such additional books and records as the Board of Governors or Chief Manager deems advisable.

MISCELLANEOUS

9.1 Execution of Instruments. Subdivision 1. All deeds, mortgages, bonds, checks, contracts and other instruments pertaining to the business and affairs of the Company shall be signed on behalf of the Company by the Chief Manager, or the President, Treasurer, or any Vice President, or by such other person or persons as may be designated from time to time by the board of governors.

Subdivision 2. If a document must be executed by persons holding different positions or functions and one person holds such positions or exercises such functions, that person may execute the document in more than one capacity if the document indicates each such capacity.

9.2 Advances. The Company may, without a vote of the governors, advance money to its governors, managers or employees to cover expenses that can reasonably be anticipated to be incurred by them in the performance of their duties and for which they would be entitled to reimbursement in the absence of an advance.

9.3 Fiscal Year. The fiscal year of the Company shall be determined by the board of governors.


9.4 Construction. These Bylaws are subject to the terms of any member control agreement from time to time in effect and to the extent inconsistent the member control agreement shall be controlling.

9.5 Amendments. The board of governors shall have the power to adopt, amend or repeal the Bylaws of the Company, subject to the power of the members to change or repeal the same; provided, however, that the board shall not adopt, amend or repeal any section fixing a quorum for meetings of members, prescribing procedures for removing governors or filling vacancies in the board, or fixing the number of governors or their classifications, qualifications or terms of office, but may adopt or amend a section that increases the number of governors.

9.6 Member Control Agreement. In the event of any conflict or inconsistency between these Bylaws or any amendment thereto and the terms of any member control agreement, whenever adopted, the terms of such member control agreement shall control.

[Signature Page Follows]

The undersigned hereby certifies that the foregoing Bylaws were adopted as the Bylaws of the Company effective as of the 22 day of April, 2014.



Nancy H. Schoenwetter, Secretary