

FILING RECEIPT

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ENTITY NAME: ORGANIC VALLEY LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: DUTC

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FILED:02/29/2008 DURATION:\*\*\*\*\* CASH#:080229000195 FILM #:080229000187

FILER:

EXIST DATE

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LARKIN, AXELROD, INGRASSIA ETAL  
356 MEADOW AVENUE

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02/29/2008

NEWBURGH, NY 12550

ADDRESS FOR PROCESS:

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THE LLC  
C/O 487 SOUTH AVENUE, UNIT 1  
BEACON, NY 12508

REGISTERED AGENT:  
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SERVICE COMPANY: COLBY ATTORNEYS SERVICE COMPANY - 08 SERVICE CODE: 08 \*

FEE	235.00	PAYMENTS	235.00
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FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	235.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and the official seal of the Department of State, at the City of Albany, on March 3, 2008.

*Paul LaPointe*

Paul LaPointe  
Special Deputy Secretary of State

DC-08

080229000187

ARTICLES OF ORGANIZATION

OF

ORGANIC VALLEY LLC

Under Section 203 of the Limited Liability Company Law

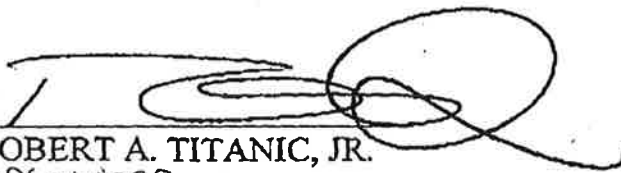
FIRST: The name of the limited liability company is ORGANIC VALLEY LLC .

SECOND: The county within this state in which the office of the limited liability company is to be located is Dutchess County.

THIRD: The duration of the limited liability company is perpetual.

FOURTH: The Secretary of State of the State of New York is designated as agent of the limited liability company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State of the State of New York shall mail a copy of any process against the limited liability company served upon him or her is: c/o 487 South Avenue, Unit 1, Beacon, New York 12508 .

Organizer:

X /   
ROBERT A. TITANIC, JR.  
ORGANIZER

080229000187

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Articles of Organization  
of

Organic Valley LLC

2008 FEB 29 AM 9:33

FILED

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Under Section 203 of the Limited Liability Company Law

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED FEB 29 2008

TAXS \_\_\_\_\_

BY: map

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Filed By:

Larkin, Axelrod, Ingrassia et al  
356 Meadow Avenue  
Newburgh

NY 12550

D.C.-08

2008 FEB 28 PM 3:07

RECEIVED

ROUTINE

24 HOUR

SAME DAY

2 HOUR

OPERATING AGREEMENT  
OF  
ORGANIC VALLEY LLC

This Operating Agreement (this “Agreement”) of ORGANIC VALLEY LLC, is entered into by ROBERT A. TITANIC, JR. , residing at 487 South Avenue, Unit 1, Beacon, New York 12508 as members (the “Members”).

Pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the “Limited Liability Company Law”), the Members hereby agree as follows:

1. Name. The name of the limited liability company shall be ORGANIC VALLEY LLC (the “Company”).

2. Term. The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Department of State of the State of New York and the Company shall be dissolved and its affairs wound up upon the first to occur of the following:

- (a) the latest date on which the Company is to dissolve, if any, provided in the Articles of Organization of the Company;
- (b) the vote or written consent of at least two-thirds in interest of the Members;
- (c) the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any member, unless within 180 days after such event the Company is continued by vote or written consent of a majority in interest of all of the remaining members;
- (d) the entry of a decree of judicial dissolution under Section 702 of the Limited Liability Company Law;
- (e) as otherwise required by law.

3. Purpose: The Company is formed for the purpose of engaging in any lawful act or

activity for which limited liability companies may be formed under the Limited Liability Company Law and engaging in any and all activities necessary or incidental to the foregoing.

4. Members. The name and the mailing address of the Members are as follows:

Name	Address
ROBERT A. TITANIC, JR.	487 South Avenue, Unit 1 Beacon, New York 12508

5. Management; Powers.

(a) The business and affairs of the Company shall be managed by the Members by the affirmative vote of a majority in interest of the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the Limited Liability Company Law.

(b) The vote of a majority in interest of the Members shall be required to:

- (i) admit a person as a member and issue such person a membership interest in the Company;
- (ii) approve the incurrence of indebtedness by the Company other than in the ordinary course of its business;
- (iii) adopt, amend, restate or revoke the Articles of Organization or this Agreement, subject to the provisions in subdivision (e) of Section 402 of the Limited Liability Company Law, subdivision (b) of Section 609 of the Limited Liability Company Law and subdivision (b) of Section 417 of the Limited Liability Company Law;
- (iv) approve the dissolution of the Company in accordance with Section 701 of the Limited Liability Company Law;
- (v) approve the sale, exchange, lease, mortgage, pledge or other transfer of all or substantially all of the assets of the Company; or
- (vi) approve a merger or consolidation of the Company with or into another limited liability company or foreign limited liability company.

(c) Each Member is an agent of the Company for the purpose of its business, and the act of every member, including the execution in the name of the Company of any instrument, for apparently carrying on in the usual way the business of the Company, binds the Company, unless (i) the Member so acting has in fact no authority to act for the Company in the particular matter and (ii) the person with whom he or she is dealing has knowledge of the fact that the Member has no such authority.

6. Capital Contributions. The Members are making equal capital contributions to the Company in the form of the business assets of \*\* .

7. Additional Contributions. No Member is required to make any additional capital contribution to the Company.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated equally as follows:

ROBERT A. TITANIC, JR.	100%
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9. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distribution shall be allocated among the Members in the same proportion as their then capital account balances.

10. Assignments. A Member may not assign or transfer in whole or in part his interest in the Company without the written consent of the remaining Member(s).

11. Withdrawal of a Member. A Member may withdraw from the Company in accordance with the Limited Liability Company Law.

12. Admission of Additional Members. One(1) or more additional members of the Company may be admitted to the Company with the written consent of a majority in interest of the Members.

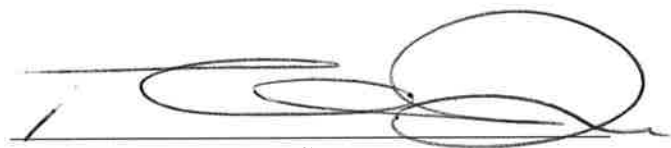
13. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Limited Liability Company Law.

14. Exculpation of Members. No member shall be liable to the Company or the other Members for any breach of duty in such capacity, provided that the foregoing shall not eliminate

or limit the liability of a Member if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that with respect to a distribution to members his or her acts were not performed in accordance with the provisions of the Limited Liability Company Law.

15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 13<sup>th</sup> day of March, 2008.

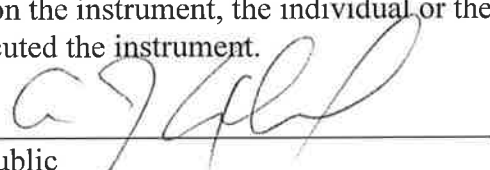


ROBERT A. TITANIC, JR.

STATE OF NEW YORK )  
  ) ss.:  
COUNTY OF ORANGE )

On March 13, 2008, 2008, before me, the undersigned, a Notary Public in and for the State, personally appeared ROBERT A. TITANIC, JR. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within written instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



ALAN J. AXELROD  
Notary Public, State of New York  
Qualified in Orange County  
No. 02AX4520760

Commission Expires November 30, 2010