

**OPERATING AGREEMENT COUNTERPART**

THIS OPERATING AGREEMENT COUNTERPART (this "Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_, is entered into by and between Ace Ethanol LLC, a Wisconsin limited liability company (the "Company"), and \_\_\_\_\_ (the "Member") pursuant to that certain Operating Agreement originally dated June 20, 2001, most recently amended as of March 29, 2014, as it may be further amended from time to time (as it may be further amended, supplemented or otherwise modified from time to time, the "Operating Agreement"), by and among the Company and the members of the Company (each such member being designated on Schedule A attached thereto). **Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Operating Agreement.**

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The undersigned hereby acknowledges that it has received and reviewed a copy of the Company's Articles of Organization (as filed with the Wisconsin Department of Financial Institutions) and a copy of the Operating Agreement (in execution form), and agrees to:

- (a) join the Operating Agreement as a Member;
- (b) be bound by, and hereby confirms, all covenants, agreements, consents, submissions, appointments and acknowledgments attributable to a Member in the Operating Agreement, including, without limitation, all terms and conditions related to the transfer of Units of the Company; and
- (c) perform any and all obligations required of a Member by the Operating Agreement.

2. The undersigned hereby agrees to take such further actions as may be reasonably requested by the Company to further effectuate the intent of the foregoing.

3. This Agreement may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.

4. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles or rules of construction concerning the draftsman hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

MEMBER:	ACE ETHANOL LLC (Company)
_____	By: _____