

OPERATING AGREEMENT OF
IRON EAGLE SHERRODSVILLE, LLC.
AN OHIO LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT (this "Agreement") is entered into as July 1, 2013, by and among the persons listed on Exhibit A attached hereto as Members, on the following terms and conditions.

ARTICLE I

Organization of the Company

Section 1.1 Organization. On July 1, 2011, the Members organized the Company by executing and delivering Articles of Organization to the Secretary of State of Ohio in accordance with and pursuant to Ohio Revised Code Title 17, Chapter 1705 et seq., as amended from time to time (the "Ohio Act").

Section 1.2 Name. The name of this limited liability company is, Iron Eagle Sherrodsville, L.L.C. (the "Company"). The Company may do business under that name and any other name(s) selected by the Managers (as defined in Article IV).

Section 1.3 Principal Place of Business. The principal place of business of the Company shall be located at 4991 Belmont Ave. Youngstown, OH 44505 such other address as shall be designated by the Managers, as defined in Section 4.1 hereof.

Section 1.4 Purposes. The purposes of the Company shall be to carry on any and all business allowed under the laws of the State of Ohio.

Section 1.5 Statutory Agent. The name and address of the agent for service of process in Ohio shall be Susan Faith, 799 Tibbetts Wick Rd. Girard, Ohio 44420.

Section 1.6 Term. The term of the Company shall commence on the date of filing of the Articles of Organization of the Company with the Secretary of State of Ohio and shall continue for a period of thirty (30) years thereafter, unless sooner terminated by operation of law or pursuant to the provisions hereof

Section 1.7 Names and Addresses of Members. The names and addresses of the Members are as set forth on Exhibit A attached to this Agreement and incorporated by reference herein.

ARTICLE II

Capital Contributions

Section 2.1 Capital Contributions: Percentage Interests. Each Member's capital contribution to the Company ("Capital Contribution") shall consist of the total amount of cash contributions and the fair market value of property, if any, contributed by such Member as set forth on Exhibit A. Each Member, by executing this Agreement, agrees that: (A) the value assigned to each non-cash item on Exhibit A, if any, is the agreed fair market value thereof, and (B) each Member shall have the percentage interest in the Company ("Percentage Interest") set forth opposite such Member's name on Exhibit A. No interest shall be paid on any Capital Contribution.

Section 2.2 No Additional Capital Contributions. When a Member's Capital Contribution has been made and delivered to the Company, such Member shall not be required to make any additional capital contribution and such Member shall have no further liability to the Company with respect to such Capital Contributions. To the extent unanimously approved by the Members, from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including, without limitation, expansion or diversification). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Percentage Interests. Promptly after any additional Capital Contribution is made, or a binding agreement to make an additional Capital Contribution is made, as the case may be, appropriate amendments shall be made to Exhibit A, which, as amended, shall be automatically incorporated into this Agreement without any further action or approval by the Members.

Section 2.3 Adjustment of Percentage Interest.

(A) The Members' Percentage Interests, as set forth on Exhibit A, shall be adjusted from time to time, as deemed necessary or appropriate by the Managers, to reflect any disproportionate contributions or withdrawals of capital to or from the Company.

(B) "Capital Account" means the account to be maintained by the Company for each Member in accordance with the following provisions:

- (1) a Member's Capital Account shall be credited with the Member's Capital Contributions and Additional Capital Contributions, the amount of any Company liabilities assumed by the Member (or which are secured by Company property distributed to the Member), the Member's distributive share of "Profits," (hereinafter discussed) and any item in the nature of income or gain specially allocated to the Member

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pursuant to the provisions of Article III; and

(2) a Member's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Company (or which are secured by property contributed by the Member to the Company), the Member's distributive share of "Loss," (hereinafter discussed) and any item in the nature of expenses or losses specially allocated to the member pursuant to the provisions of Article III.

If any Member's Percentage Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Member's Percentage Interest. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

Section 2.4 Form and Return of Capital Contributions. Loans.

(A) Except as otherwise provided in this Agreement, no Member shall have the right to receive the return of any Capital Contribution;

(B) If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution;

(C) A separate Capital Account shall be maintained for each Member; and

(D) Any Member may, at any time, make a loan to the Company, in any amount and on those terms and conditions upon which the Company and the Member agree.

Section 2.5 No Other Liability. No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

ARTICLE III

Profits, Losses; Distributions

Section 3.1 Allocation of Profits and Losses. Net losses and net profits incurred by the Company shall be divided among and borne by the Members in proportion to their respective Percentage Interests. Notwithstanding the foregoing, any income, gain, loss and deduction recognized by the Company for income tax purposes in any fiscal year that is required to be allocated among the Members in accordance with Section 704(c) of the Code shall be allocated among the Members for income tax purposes in the manner so

required.

Section 3.2 Accounting. Company books shall be kept on a cash basis. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

Section 3.3 Determination of Profits and Losses. The terms "profits" and "losses," as used herein, shall mean profits and losses as determined for federal income tax purposes and shall also include each Member's share of income described in Section 705(a)(1)(B) of the Code, any expenditures described in Section 705(a)(2)(B) of the Code, any expenditures described in Section 709(a) of the Code which are not deducted or amortized in accordance with Section 709(b) of the Code, and losses not deductible pursuant to Sections 267(a) and 707(b) of the Code.

Section 3.4 Elections. The Managers may elect pursuant to Section 754 of the Code to adjust the basis of the Company's assets for all transfers of Company interests if such election would benefit any Member or the Company, unless such election would have a materially adverse effect upon holders of more than 25% of all Percentage Interests.

Section 3.5 Distributions of Cash Flow.

A) All distributions of Cash Flow shall be made when deemed appropriate by and in the sole discretion of the Managers; provided, however, that to the extent Cash Flow is available. The Members understand and acknowledge that accumulating and reinvesting Cash Flow, rather than distributing the same, may occur even if a particular application or investment opportunity has not been identified by the Managers at a given time.

(B) Any distributions of Cash Flow made by the Company shall be distributed among the Members pursuant to their Percentage Interests.

Section 3.6 Distribution of Assets in Kind. No Member shall be entitled to any distribution in kind of any assets of the Company, except to the extent the holders of 75% of the Members' Percentage Interests, in their sole discretion, determine to make any such distribution. Any distributions in kind of the assets of the Company shall be made to the Members in proportion to their respective Percentage Interests.

ARTICLE IV

Management of the Company

Section 4.1 Managers. Subject to Article V hereof, the business of the Company shall be managed under the direction and control of the Managers of the Company, and all powers of the Company shall be exercised by or under the authority of the Managers. No other individual, corporation, partnership, association, limited liability company, trust, estate or other entity, whether or not a Member, shall have any right or authority to act or bind the Company except as permitted by this Agreement or as required by law. Susan Faith and

Michael McKenzie are hereby designated to serve as the initial Managers and by their signatures hereto accept such designation. The Managers shall be entitled, upon demand, to reasonable compensation and full reimbursement of expenses for efforts undertaken on behalf of the Company in accordance with this Article IV.

In the event that either Susan Faith or Michael McKenzie is unable or unwilling to serve as Manager, then the remaining Members shall elect a new Manager in accordance with Section 5.2. Any successor Manager shall have all the powers granted to the initial Managers hereunder. If multiple Managers are serving, all decisions must be made unanimously among them.

Section 4.2 General Powers. Each Manager shall have full, exclusive and complete discretion, power and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions and take all actions (including without limitation, the execution and delivery of documents), affecting such business and affairs, including, without limitation, for Company purposes, the power to:

(A) acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

(B) construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property;

(C) sell, dispose, trade or exchange Company assets in the ordinary course of the Company's business,

(D) purchase liability and other insurance for or on behalf of the Company;

(E) execute or modify leases with respect to any part or all of the assets of the Company;

(F) repay, in whole or in part, refinance, amend, modify or extend any security agreements, mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such security agreements, mortgages or deeds of trust,

(G) execute any and all other instruments and documents which may be necessary or in the opinion of the Managers desirable to carry out the operation of the Company;

(H) make any and all expenditures which the Managers, in their sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the

Company;

(I) enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company;

(J) invest and reinvest Company reserves in short-term instruments or money market funds; and

(K) declare distributions as provided in Article III, in such amounts and at times as he may determine.

Section 4.3 Removal of Manager. If any one or more of the following occur, the Members may remove a Manager, and elect a new Manager:

A) The Manager's willful or intentional violation or reckless disregard of the Manager's duties to the Company; or

(B) The Manager's withdrawal under Section 8.1.

ARTICLE V

Rights and Powers of the Members

Section 5.1 Limitation on Authority of Members. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. This Section 5.1 supersedes any authority granted to the Members pursuant to Section 1705.25(A) of the Act. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

Section 5.2 Actions Requiring the Approval of Members Holding 75% of all Percentage Interests. Notwithstanding anything to the contrary contained in this Agreement, any action with respect to the following matters shall require the prior approval of Members holding 66% of all Percentage Interests:

(A) any change in the purposes of the Company;

(B) any amendment, modification or change to the authority and powers of the managers as contemplated by Article IV hereof,

(C) any merger or consolidation of the Company with or into any other entity;

(D) any transaction pursuant to which the Company acquires or becomes

responsible for the ownership interests, assets or liabilities of another entity;

(E) any guaranty of the obligations of any other person or entity;

(F) election of a successor Manager pursuant to Section 4. 1; or

(G) any amendment to this Agreement.

Section 5.3 Action Requiring the Unanimous Approval of the Members.

Notwithstanding anything to the contrary contained in this Agreement, any action with respect to the following matter shall require prior unanimous approval of the Members:

A) the election to continue the Company after the occurrence of a termination event under Section 8. 1; and

(B) the admission of a person as an additional or substituted Member of the Company.

(C) borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments evidencing such indebtedness and authorizing the confession of judgment against the Company;

Section 5.4 Resolution of Deadlocks. All deadlocks shall be resolved, if at all, solely in accordance with this section.

A) In the event of a deadlock, any Member may require the Company to designate an arbitrator to resolve the deadlock. As soon as practicable after the appointment of the arbitrator, the arbitrator shall resolve the deadlock by casting a deciding vote. The determination of the arbitrator shall be final and binding upon all of the Members and the Company. Any fee charged by the arbitrator shall be paid by the Company.

B) For purposes of this section, a "deadlock" shall exist in the event the Members are unable to agree on any proposed resolution submitted to a vote of the Members, or in the event a meeting of Members is called in accordance with the provisions of this Agreement at least three (3) times in any period of sixty (60) consecutive days, but a quorum is not present at any of the meetings.

Section 5.5 Meeting of the Members. The Managers or those Members holding at least a majority of the Members' Percentage Interest may call a meeting of the Members upon fifteen (15) days prior notice in writing (which includes by facsimile), which notice shall specify the date, time and purpose or purposes of the meeting. Meetings of the Members shall be held at the Company's principal executive offices, unless holders of 51% of the Members' Percentage Interests agree to meet at another location. Members may be present at any meeting of the Members by telephone, provided that each Member can hear all other present Members. Except in the case of an action

requiring a specified percentage or the unanimous approval of all the Members, with respect to which the applicable percentage or all of the Members shall constitute a quorum for the transaction of business at a meeting (as the case may be), Members representing 51% of the Percentage Interests of all the Members shall constitute a quorum of the Members for the transaction of business at any meeting.

Section 5.6 Proxies. At all meetings of the Members, a Member may be present in person or by proxy executed in writing by the Member. Any such proxy shall be filed with the Company before or at the time of the meeting. No such proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 5.7 Actions of the Members Without a Meeting. Any action which may be taken by the Members at a meeting may be taken by unanimous written action without a meeting, provided that the writing setting forth such action shall be kept with the minutes of the meetings of the Members.

Section 5.8 Waiver of Notice. Notice of any meeting of the Members may be waived by a Member by a waiver of the notice in writing, signed by the member entitled to the notice, whether before or after the time stated for the meeting. Attendance of a Member at any meeting without a specific objection as to the giving of notice, whether in person, by proxy or telephone, as provided above, shall constitute a waiver of notice of such meeting. Any waiver of notice of a meeting by a Member hereunder shall be equivalent to the giving of such notice.

Section 5.9 Tax Matters Member. Susan Faith shall act as the "tax matters partner" for the Company, as that term is defined in, and for all purposes of, Section 6231 (a)(7) of the Code.

ARTICLE VI

Limitation of Liability; Indemnification

Section 6.1 Proof of Failure to Satisfy Standard of Conduct. A Member or a Manager shall not be deemed to have violated any standard of conduct under this Article VI unless such violation is proved, by clear and convincing evidence, in an action brought against such person in a court of competent jurisdiction. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of nolo contendere or its equivalent shall not, of itself, constitute proof or create a presumption that the appropriate standard of conduct has been violated.

Section 6.2 Limitation of Liability. No Member or Manager shall be liable to the Company or to any Member in damages for any action that such Member or Manager takes or fails to take in such capacity, unless it is proved, by clear and convincing evidence, in a court of competent jurisdiction, that such action or failure to act involved

an act or omission undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company.

Section 6.3 Indemnification of Members and Managers. The Company agrees to indemnify (A) each Member, and (B) the Managers (each being an "Indemnified Party"), to the fullest extent permitted by law, and to save and hold each Indemnified Party harmless from, in all respects, all (1) fees, costs and expenses (including attorneys' fees) incurred in connection with or resulting from any claim, action or demand against such Indemnified Party or the Company that arise out of or in any way relate to the Company, its properties, business or affairs, and (2) such claims, actions and demands, and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnification shall apply only so long as the Indemnified Party has acted in good faith on behalf of the Company, in a manner reasonably believed by him/her to be within the scope of his/her authority under this Agreement and in or not opposed to the best interests of the Company, and only if such action or failure to act did not constitute willful misconduct, fraud or gross negligence.

ARTICLE VII

Transfer of Interests; Effect of Withdrawal Events

Section 7.1 Right of First Refusal. Any member who desires to "Transfer" his/her entire interest in the Company, including such Member's (1) Percentage Interest, (2) rights with respect to the management and administration of the Company, (3) access to or rights to demand or require any information or account of the Company, or (4) any other right arising from or related to the classification of such person as a Member hereunder (collectively a "Member's Interest"), or any portion thereof, to persons other than another Member, shall, prior to making any "Transfer," give written "Notice" via U. S. Mail, postage prepaid, to all other Members at the addresses listed for them in Exhibit A and to the Company at its principal place of business ("Notice"). Such Notice shall set forth all of the terms and conditions relating to the proposed transfer of such of the Member's Interest, including the Percentage Interest proposed to be transferred, the identity of the proposed transferee, the consideration to be paid, if any, the terms of payment, and all other terms and conditions relating thereto.

(A) For purposes of this Agreement, "Transfer" or any similar term, or words of similar import, means any sale, exchange, gift, bequest, delivery, assignment, pledge, hypothecation, encumbrance, mortgage, security interest, or other alienation or disposition of any of the Member's Interest or any interest therein; provided, however, the provisions contained herein shall not apply to a Transfer from any executor, administrator, or trustee or any other legal representative of a Member made to one or more transferees pursuant to the directives contained in the Last Will and Testament or other document pursuant to which such executor, administrator, or trustee or any other

legal representative is obligated to act in accordance with, including, but not limited to, a dispositive provision in a Trust, provided, further, that any such transferee shall be subject to all of the provisions contained herein. Such term shall not apply to any transfer by a Member to another Member or to a revocable inter vivos trust where the Member acts as the sole trustee(s) and lifetime beneficiary.

(B) For a period of thirty (30) days following the delivery of the Notice in connection with a proposed Transfer, the Company shall have the right to exercise an option to purchase all (but not less than all) of the Member's Interest specified in the Notice upon the terms and conditions and for the same consideration, if any, as set forth in the Notice. If such option of the Company is not exercised, then, for a period of thirty (30) days following the expiration of such option, the other Members shall have the right to exercise an option to purchase, upon the terms and conditions set forth in the Notice, and for the same consideration which may be paid by the Company in respect thereto, all (but not less than all) of the Member's Interest specified in the Notice. Any right to purchase a Member's Interest under this Section 7.1 (B) by more than one Member may be exercised by each such Member on a pro rata basis to the extent of his Percentage Interest as compared to any other Members also electing to purchase.

(C) If none of the foregoing options are exercised within the time periods provided in Section 7.1(B), the transferor may for a period of thirty (30) days following the expiration of all such option periods, transfer not less than all of the Member's Interest specified in the Notice in accordance with the terms and conditions set forth in said Notice, provided, however' that such transaction, in the reasonable opinion of the Managers and legal counsel for the Company, is in conformity with all applicable securities laws, rules and regulations then in effect and also provided that any such proposed transferee or transferees of any such of the Member's Interest -shall agree in writing to be bound by the terms of this Agreement. Any such Member's Interest proposed to be so transferred, shall be subject to all of the terms, conditions and restrictions as provided herein. If such Member's Interest is not transferred during said thirty (30) day period, or if the terms and conditions set forth in the Notice are altered, modified or otherwise changed, such Member's Interest shall remain subject to the provisions of this Agreement and no transfer of the Member's Interest shall take place in the absence of compliance with the conditions of this Article VII.

Section 7.2 Status of Third Party Transferee. Except as otherwise provided herein, no third party transferee (other than another Member) of a Member's Interest shall, without the unanimous prior written consent of the Members, acquire the status of a substituted Member of the Company under the Ohio Act or this Agreement, but shall have solely the status, rights and privileges of an assignee of the transferring Member's Percentage Interest. In the event a substitute Member is admitted to the Company in accordance with this Section 7.2, such substitute Member shall be responsible for the payment of all fees and expenses associated with the transfer and such substitution as the Managers may deem reasonable and appropriate.

Section 7.3 Absolute Restriction on Transfers. Notwithstanding any provision of this

Agreement to the contrary, the transfer of a Member's Interest to any person or entity other than the Company or another Member will not be permitted if the Member's Interest sought to be transferred, when added to the total of all other Member's Interests transferred within the period of twelve (12) consecutive months ending with the proposed date of the transfer, results in the termination of the Company as a partnership under Section 708 of the Code.

Section 7.4 Time of Transfer. Any transfer of a Member's Interest to a third party or to a Member permitted under this Article VII shall be effective as of midnight of the last day of the calendar month in which it is made (the "Effective Transfer Date").

Section 7.5 Distributions and Allocations in Respect of Transferred Member's Interest. If any Member's Interest is transferred during any accounting period to a third party or to a Member in compliance with the provisions of this Article VII, profits, losses, and each item thereof and all other items attributable to such Member's Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Article III hereof and Code Section 706(d), using the Effective Transfer Date as the date upon which the change in ownership of the Member's Interest occurred, and using any conventions permitted by law and selected by the unanimous action of the remaining Members. All distributions on or before the Effective Transfer Date shall be made to the transferor and all distributions thereafter shall be made to the transferee. Neither the Company nor the Managers or Members shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 7.5, whether or not any of them has knowledge of any transfer of ownership of any Member's Interest.

Section 7.6 Effect of Withdrawal Events.

(A) No Resignation. No Member shall be entitled to resign or withdraw from the Company, except in connection with a transfer of his/her entire Member's Interest in the Company in compliance with the terms and conditions of this Article VII or as required pursuant to Chapter 1705.15 of the Ohio Act.

(B) Death or Adjudication of Incompetency. Following the death or adjudication of incompetency of a Member, such Member's Interest shall not be terminated or repurchased, but the successor-in-interest or legal representative of such Member shall thereafter be the Member with respect to such Member's Interest and such successor-in-interest shall be substituted as a Member upon compliance with the terms and conditions of Section 7.2.

(C) Bankruptcy Event. If the Company is continued in accordance with Section 8.1 following the occurrence of an event specified in Chapter 1705.15(C) or (D) of the Ohio Act (a "Bankruptcy Event") with respect to a Member, then (1) such Member shall not withdraw or resign from the Company, have his/her Member's Interest repurchased or have any right to compel any payment by the Company for his/her Member's Interest; and (2) the Company shall have the option, but not the obligation, to repurchase such

Member's Interest in its entirety, which such option shall be exercisable by the delivery to such Member of written notice to such effect within 180 days after the remaining Members have elected to continue the Company. The price for such Member's Interest in connection with a purchase and sale hereunder shall be equal to such Member's Capital Account as of the date of consummation. Such purchase and sale shall be consummated not more than ninety (90) days after the date the Company elects to exercise its option hereunder, by the payment of the purchase price by the Company in accordance with the next succeeding sentence against the delivery by such Member (or his/her successors) of written representations and warranties with respect to his/her good and marketable title to the Member's Interest, free and clear of adverse claims, his/her full capacity and legal right to transfer the Member's Interest to the Company and his/her right to transfer the Member's Interest to the Company without the consent or action of any third party. At the sole option of the Company, the purchase price payable hereunder shall be paid to such Member (or his/her successor) either (i) in full in cash at the closing of such purchase and sale, or (ii) one-fourth (1/4) in cash at the closing and the balance is three equal annual installments of principal, together with interest to each such payment date accrued on the outstanding principal balance at the "Applicable Federal Rate" in effect as of the date of consummation of such purchase and sale.

(D) No Other Purchase. Except as expressly provided in this Section 7.6 and in Section 8.2 in connection with the termination and winding up of the Company, the Company shall not be obligated to repurchase any Member's Interest, nor shall a Member be entitled to receive any other payment or distribution in connection with his/her withdrawal from the Company.

ARTICLE VIII

Termination, Liquidation and Winding Up

Section 8.1 Termination and Winding Up of the Company. The Company shall terminate upon the first to occur of (A) the unanimous agreement of the Members in writing; or (B) August 30, 2030; or (C) upon the happening of any event (other than the death or incompetency of a Member) specified in Section 1705.15 of the Ohio Act as causing the withdrawal of any Member unless the remaining Members eligible to vote thereon, within ninety (90) days after the event or occurrence, unanimously elect to continue the business of the Company pursuant to the terms of this Agreement.

As soon as possible following the occurrence of any event of termination after which the Members do not elect to continue the business of the Company pursuant to the above terms, the Company shall execute and file as provided in the Ohio Act a statement of intent to dissolve in such form as shall be prescribed by the Secretary of State of Ohio or which otherwise complies with the Ohio Act. Upon the filing of such statement of intent to dissolve with the Secretary of State of Ohio, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its affairs, but its separate existence shall continue until a certificate of dissolution has been filed with the

Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction. The filing of the statement of intent to dissolve shall not affect the limited liability of the Members.

Section 8.2 Method of Distribution Upon Winding Up. Upon termination of the Company pursuant to Section 8.1 above, the assets of the Company and the proceeds of any liquidation shall be applied and distributed in the following manner and order of priority:

(A) to the payment and discharge of all of the Company's debts and liabilities and the expenses of liquidation and dissolution;

(B) to the setting up of any reserves reasonably necessary or advisable, in the discretion of the Managers, for any contingent or unforeseen liabilities or obligation of the Company;

(C) to the payment of the balance, if any, of the respective Capital Accounts of the Members (after making the allocations required under the provisions of Article III), but if the amount available for such payment shall be insufficient, then E-2 rata among all of the Members according to the respective positive balances of their Capital Accounts at such time; and

(D) the remainder, if any, to the Members in accordance with their respective Capital Accounts, after taking into account the allocations of profit or loss, if any, and distributions, if any, of cash or property, if any, all as provided in Article III.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1 (b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member(s) shall have no obligation to make any Capital Contribution to the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

Section 8.3 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member's Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member. In the event that the Company has insufficient assets to satisfy all debts, the assets of the Company may be transferred to Members pro rata with any debts or encumbrances thereon to be likewise transferred pro rata to the recipient Members.

Section 8.4 Orderly Liquidation. A reasonable time shall be allowed for the orderly

liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation.

ARTICLE IX

Transfer on Death or Termination of Member

Section 9.1 Separation Events. In the event a Member dies or resigns (with or without cause and for any and all reasons) (with all items collectively referred to as a "Separation Event" and the Member who experiences such a Separation Event hereinafter referred to as a "Separated Member"), the other Members shall have the right, but not the obligation, within 30 days from the date of such Separation Event, to purchase the Member's Interest owned by the Separated Member on a pro-rata basis with the other Members to the extent of his or her respective Percentage Interest as compared to all other Members (other than the Separated Member) immediately prior to the purchase under this Section 9.1.

Section 9.2 Other Member's Option. Each remaining Member must either purchase all of the Member's Interest which he or she is entitled to purchase pursuant to Section 9.1 or none of such Member's Interest. In the event a Member does not exercise his or her right to purchase all of the Member's Interest to which he or she is entitled to purchase under Section 9.1, such Member shall forfeit his or her right to purchase any of the Member's Interest owned by the Separated Member. All Members who exercise their right to purchase the shares of the Separated Member to which they are entitled under Section 9.1 (the "Purchasing Members") shall have the right, but not the obligation, within thirty (30) days of the expiration of the time specified in Section 9.1, to purchase the remaining Member's Interest on a pro-rata basis with the other Purchasing Members to the extent of his or her respective Percentage Interest as compared to all other Purchasing Members on the date of the Separation Event.

Section 9.3 Company Option. Should any portion of the Member's Interest of the Separated Member remain unpurchased after the expiration of the time period specified in Section 9.2, the Company shall have the option to purchase, and the Separated Member or his estate or trustee, as the case may be, shall be obligated to sell (if such option is exercised), such Member's Interest.

Section 9.4 Price: Appraisal. In the case of a sale of a Member's Interest pursuant to Article IX hereof, the value of the Separated Member's Member's Interest shall be determined by a written appraisal of the value of the Company, as of the date of the Separation Event, in accordance with the following. The Company and the Separated Member (or his or her representative) shall, by agreement, select an independent appraiser having expertise in rendering such evaluations. The independent appraiser may, but is not required to be, the Company's certified public accountant. If the Company and the Separated Member cannot agree as to the selection of an appraiser, then each of the Company and the Separated Member shall select one appraiser, and those two appraisers

shall, by agreement, select a third appraiser, which third appraiser shall solely perform the appraisal of the value of the Member's Interest. The appraiser shall take into account such information concerning the Company as is relevant to his duties, including the Company's condition and prospects (financial and otherwise) as generally would be used in the determination of the fair market value of the equity interests of comparable public or private companies engaged in the same or similar business. The aforesaid independent appraisal shall be determinative and conclusive of the fair market value of the Separated Member's Member's Interest. The value of the Company so determined, multiplied by the Separated Member's Percentage Interest (expressed as a decimal), shall be the aggregate purchase price of the Member's Interest to be purchased and sold under this Agreement.

Section 9.5 Payment. The purchase price for any Member's Interest purchased by the Company or any Member pursuant to Article IX of this Agreement shall be payable at the closing of the purchase or, at the option of the purchaser, in up to five (5) equal installments, with the first installment paid at the closing of such purchase and each subsequent installment being paid on the anniversary of such closing. Any amount of such purchase price not paid on the closing date of the purchase will bear interest at the prime or base lending rate of First Merit Bank, N.A., or its successor, in effect on the day of such closing.

Section 9.6 Closing of Sale. The closing for any sale that occurs pursuant to this Agreement shall take place within thirty (30) days of the date the applicable option to purchase is exercised or the last option to purchase hereunder expires.

ARTICLE X

Miscellaneous

Section 10.1 Books of Accounts and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers, in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in the detail and completeness customary and usual for businesses of the type engaged in by the Company and all matters required by the Ohio Act. The books and records shall at all times be maintained at the principal executive offices of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

Section 10.2 Governing Law. The Company and this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be wholly performed in Ohio.

Section 10.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterparts shall be deemed to be a

signature to, and may be appended to, any other counterpart.

Section 10.4 Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between 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 of this Agreement which are not fully expressed herein.

Section 10.5 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 10.6 Waiver of Action for Partition. Each Member irrevocable waives any right that he/she may have to maintain any action for partition with respect to any merger or consolidation of the Company.

Section 10.7 Waiver of Action for Dissenter's Rights. Each Member irrevocably waives any right that he/she may have to maintain any action for dissenter's rights with respect to any merger or consolidation of the Company.

Section 10.8 Amendment. As provided in Article V, this Agreement may be amended only in a writing executed by an affirmative vote of Members holding 75% of all Percentage Interests.

Section 10.9 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Section 10.10 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 10.11 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 10.12 Confidentiality. The Members recognize and acknowledge that the Members will have access to trade secrets and other confidential information of the Company and that such trade secrets and confidential information constitute valuable, special and unique property of the Company. Each Member agrees not to communicate or otherwise divulge to, or use for the benefit of anyone other than the Company, either during or after the terms of the Member's association with the Company, any trade

secrets or confidential information obtained by the Member. It is understood and agreed that this restriction against disclosure will survive the termination of this Agreement and will last as long as all or any part of the trade secret or confidential information continues to have value to the Company and has not become generally known to others who are not subject to restrictions on disclosure or use pursuant to an agreement with the Company.

Section 10.13 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled, without the posting of bond or other security, to one or more preliminary or permanent orders (i) restraining and enjoining act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

Section 10.14 The Manager of the Company and its affiliates may have conflicts with the Company. The members of the Company have duties to manage their own corporations in a manner that is beneficial to its shareholders. At the same time the Manager has duties to manage the Company in a manner that is beneficial to all of its shareholders. Therefore, the manager's duties to the Company may conflict with the duties of the officers and directors of the Managers to its shareholders.

Such conflicts may include, among others, the following:

(a) decisions of the Company's Manager and Members regarding the amount and timing of cash expenditures,

(b) under the Company's Operating Agreement, the Company reimburses the Manager for the costs of managing and operating the Company; and

(c) under the Company's Operating Agreement, it is not a breach of the Manager's duties for affiliates of the Manager's to engage in activities that compete with the Company.

The Managers own and operate, both jointly and individually, several affiliated companies all of which may be providing services to the Company at their standard contract rates.

ARTICLE XI

Definitions

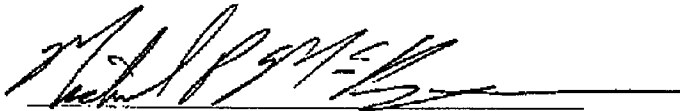
Cash Flow: "Cash Flow" shall mean the excess of cash revenues actually received by the Company from Company operations, for any period, less Operating Expenses attributable to Company operations for such period. Cash Flow shall not include Disposition Proceeds.

Operating Expenses: "Operating Expenses" shall mean expenses incurred or paid in the ordinary course of operating the Company's business, including, without limitation, the expense of printing and mailing reports and other communications to Members or others and performing any obligations and exercising any rights under the Operating Agreement.

Unreturned Capital Contributions: "Unreturned Capital Contributions" shall mean the Capital Contributions of the Members reduced by (i) any amount distributed to the Members pursuant to Section 3.5 of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

MEMBERS:


Michael P. McKenzie



Susan A. Faith

EXHIBIT A

Member	Address	Capital Contribution	Percentage Interest
Michael McKenzie	46890 Metz Rd. New Waterford, OH 44445	\$10.00	49%
Susan Faith	799 Tibbetts Wick Rd. Girard, OH 44420	\$10.00	51%