

OPERATING AGREEMENT

This Operating Agreement of OHIO INVESTMENTS, LLC, a limited liability company organized pursuant to Ohio Revised Code Chapter 1705, entered into at Fairborn, Ohio, as of January 1, 2009, by and between John Bradley Zitzner and David Flora, is as follows:

1. **DEFINITIONS.** The following definitions, when used with an initial capital letter or letters, shall apply throughout this Agreement:

1.1 "Act means Ohio Revised Code Chapter 1705, as amended from time to time.

1.2 "Capital Account" means an account to be maintained for each Member which complies with the requirements of Section 1.704-1(b)(2)(iv) of the regulations under the Code.

1.3 "Code" means the Internal Revenue Code of 1986, as amended, the applicable Treasury Regulations thereunder, and any comparable laws and regulations enacted or promulgated in place thereof.

1.4 "Company" means OHIO INVESTMENTS, LLC, the Ohio limited liability company which is the subject of this Agreement.

1.5 "Distributable cash," as of any date, means all cash from all sources, (including proceeds from a sale or refinancing), held by the Company as of such date less any amounts reasonably deemed necessary by the Members to be reserved for normal working capital requirements, contingent liabilities, and such other purposes as the Members determine to be necessary or advisable for the conduct of the Company's business.

1.6 "Members" means John Bradley Zitzner and David Flora, collectively, and "Member" means the one of them referred to.

1.7 "Membership Interest" means a Member's interest in the Company stated as a percentage as set forth in Section 6 hereof.

1.8 "Net Profit" or "Net Loss" means, for each fiscal year of the Company, the Company's taxable income or loss for such fiscal year, as determined under Section 703(a) of the code, with the following adjustments:

1.8.1 Any income exempt from tax, as described in Section 705(a)(1)(B) of the Code, which is not otherwise taken into account in computing Net Profit or Net Loss, shall be added; and

1.8.2 Any expenditures which are not deductible in computing taxable income, which are not properly chargeable to a capital account, as described in Section 705(a)(2)(B) of the Code, and which are not otherwise taken into account in computing Net Profit or Net Loss, shall be deducted.

1.9 "Secretary" means the Secretary of State of Ohio.

2. FORMATION OF COMPANY.

2.1 **Organization.** The Members hereby form the Company as a limited liability company pursuant to the Act in accordance with the Articles of Organization to be filed with the Secretary.

2.2 **Operating Agreement.** This Operating Agreement, including any provisions of the Code incorporated herein by reference, shall be the sole agreement of the Members with respect to the operation of the Company, and no oral agreements among the Members shall modify this Agreement in any way.

3. THE COMPANY.

3.1 **Name.** The name of the Company shall be OHIO INVESTMENTS, LLC.

3.2 **Principal Office.** The principal office of the Company shall be located at 4756 Pheasant Hill Ct, Fairborn, Ohio 45324.

3.3 **Purpose.** The purpose of the Company is to engage in any and all lawful acts and activities for which a limited liability company be formed under Charter 1705 of the Ohio Revised Code; and to engage in any and all activities related or incidental thereto or necessary in connection therewith.

4. **TERM.** The existence of the Company shall commence on the date its Articles of Organization are filed with the Secretary, and the Company shall continue in existence until terminated as provided in Section 14.1 of this Agreement.

5. CAPITAL.

5.1 **Capital Contributions.** The Members will contribute cash to the capital of the Company, in the amounts and when called for by the Members.

5.2 **Other Additional Contributions.** Except as provided in Section 5.1, or as agreed to in writing by the Member, no Member shall have any obligation or liability to the Company or to the other Members to make any contributions to the capital of the Company.

5.3 Interest and Return of Capital Contributions. No Member shall be entitled to any interest on such Member's contribution to the capital of the Company, and except as provided in Section 14, no Member shall have the right to demand or receive payment or the return of any part of such Member's Capital Account.

6. MEMBERSHIP INTERESTS. The Membership Interests of the Members in the Company shall be as follows until changed as provided by written agreement of the Members:

John Bradley Zitzner	- 50%
David Flora	- 50%

7. TAX PROVISIONS.

7.1 Allocation of Net Profit and Net Loss. For federal income tax purposes, Net Profit or Net Loss for each fiscal year shall be allocated to the Members in proportion to their respective Membership Interests, except as provided in Section 8.2.

7.2 Section 704(c) Allocation. Notwithstanding Section 8.1, 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 to the Members for income tax purposes in the manner so required.

7.3 Tax Matters. All tax returns of the Company shall be prepared under the direction of the Members. The Members shall have the right to make any and all elections available under applicable tax laws.

8. MANAGEMENT.

8.1 Member Managed. Responsibility for managing the operations of the Company shall reside in the Members in accordance with the Act and they shall have the sole and exclusive authority to manage the business of the Company including, without limitation, the following rights, each of which may be exercised in such manner and upon such terms and conditions as the Members, in their judgment, determine to be in the best interests of the Company:

8.1.1 to acquire real, personal, tangible and intangible property for the operation of the Company's business;

8.1.2 to sell or otherwise dispose of the Company's property;

8.1.3 to borrow money to finance the Company's activities and to pledge, mortgage, grant security interests in or otherwise encumber Company property to secure the repayment of such loans;

8.1.4 to employ, retain or otherwise secure the services of any employees, attorneys, accountants, advisers and others deemed necessary by the Members to facilitate the conduct of the Company's business;

8.1.5 to develop property in any way that the Members deem appropriate; and

8.1.6 to take any and all other action that is permitted by law and customary in or reasonably related to the conduct of the Company's business or affairs.

8.2 Vote Required. All actions which are to be taken by the Members shall require the majority vote of all Members.

8.3 Officers. The Members may elect such officers as the Members determine to be appropriate for the operation of the Company's business. All officers shall serve at the pleasure of the Members and may be removed at any time without cause.

9. INSURANCE; INDEMNIFICATION.

9.1 Insurance. The Members shall cause the Company to obtain and maintain comprehensive general and product liability insurance, casualty insurance covering the Company's insurable property and insurance covering such other risks as are normally insured in comparable businesses as the Members determine to be appropriate to protect the interests of the Company.

9.2 Limited Liability. No Member or officer of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or the other Member for any action taken on behalf of the Company within the scope of authority of the Members or such officer, or reasonably believed by such person to be within the scope of his authority, or for any omission.

9.3 Indemnification. The Company shall reimburse, indemnify, defend and hold harmless the Members and each officer from and against any loss, expense, damage or injury suffered or sustained by the Company or the Members by reason of any acts or omissions arising out of such person's activities on behalf of the Company or in furtherance of the interests of the Company, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, but excluding loss, expense, damage or injury caused by or resulting from any acts or omissions performed or omitted fraudulently or in bad faith or which constitute gross negligence or wanton and willful misconduct.

10. BANKING. The funds of the Company shall be kept in a separate account or accounts in the name of the Company. All withdrawals from any such bank accounts or investments shall be made on the signature of one of the Members.

11.ACCOUNTING. The fiscal year of the Company shall be the calendar year. The Company shall keep its books in accordance with the cash method of accounting pursuant to generally accepted accounting principles. The Company's books of account and records shall be maintained at the Company's principal office and shall be reviewed annually by an independent auditor. Any Member shall have the right to inspect and make copies of the Company's books and records at such Member's sole cost and expense.

12. TRANSFERS OF MEMBERSHIP INTERESTS.

12.1 Transfer Restrictions.

12.1.1 No member will sell or otherwise transfer all or any part of such Member's Membership Interest to any third party without first offering to sell or transfer such interest to the other Member at the same price and on the same terms and conditions as those for and upon which such Member proposes to sell or transfer such interest to such third party. Such offer shall:

(a) be in writing;

(b) set forth the price and/or other consideration and all other material terms and conditions of the proposed sale or transfer;

(c) identify the proposed third-party purchaser or transferee;

(d) be open for acceptance for a period of 30 days after delivery of the offer;

(e) be acceptable by delivering notice to the offering Member at any time prior to its expiration; and

(f) not be acceptable for less than the entire portion of the Membership Interest being offered for sale or transfer.

12.1.2 If such offer is accepted, the sale or transfer of such Membership Interest or part thereof shall be consummated in accordance with the terms of the offer.

12.1.3 If such offer is accepted, the offering Member shall have the right to sell or transfer of the offered Membership Interest to the third party identified in the offer at a price and on terms and conditions not more favorable than those set forth in the offer provided, however that if such sale or transfer is not consummated within 30 days after the expiration of the offer, the offering Member shall not thereafter sell or transfer all or any part of its Membership Interest without again first offering the same for sale to the other Members in accordance with the foregoing provisions.

12.1.4 The foregoing restrictions on transfer shall not apply to a transfer by either Member to any spouse or children of such Member; provided, however, that such transfer shall be subject to the continuing relationship with the transferor Member, and in the

event such relationship ends (other than on account of death), such transfer shall automatically be rescinded and the transferred Membership Interest shall automatically revert to the transferor Member.

12.2 Transfer Requirements. No transfer permitted pursuant to Section 13.1 shall be effective as to the Company, the Member intending to make such transfer or the intended transferee until all of the following conditions have been fulfilled:

12.2.1 The transferring Member has complied with all legal requirements applicable to such transfer to the satisfaction of legal counsel for the Company;

12.2.2 All debts and capital contributions then due and payable by the transferring Member are paid in full or payment thereof is otherwise assured to the satisfaction of the non-transferring Member; and

12.2.3 The transferee has executed such documents as are required by legal counsel for the Company to evidence the transfer of such interest and the agreement to and acceptance and assumption of the terms of this Agreement by such transferee.

Until such conditions have been fulfilled, the Member purporting to make such transfer shall be deemed for all purposes to continue to own the interest purported to be transferred and shall continue to have all of the rights and obligations hereunder with respect thereto.

13. TERMINATION OF COMPANY.

13.1 Termination Events. The Company shall be liquidated and dissolved and its affairs shall be wound up upon the first to occur of any of the following (each a "Termination Event"):

13.1.1 The sale of all or substantially all of the Company's assets;

13.1.2 The agreement of a majority of the Members to dissolve the Company;

13.1.3 The entry of a final and non-appealable decree of judicial dissolution under Section 1705.48 of the Act;

13.1.4 The bankruptcy of a Member, unless the business of the Company is continued by consent of a majority of remaining Members.

13.2 Winding Up. Upon the occurrence of a Termination Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members in accordance with the Act. No Member shall take any action that is inconsistent with, or not necessary to or appropriate

for, the winding up of the Company's business and affairs. The Members shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's assets and liabilities, and the Company's assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefore, shall be applied and distributed in the following order:

13.2.1 First, to the payment and discharge of all Company liabilities to creditors other than Members;

13.2.2 Second, to the establishment of any reserves reasonably deemed necessary by the Members for any contingent liabilities of the Company. Any such reserves shall be deposited in an escrow account in the name of the Company for the purpose of (i) paying any such contingent liabilities, and (ii) at the expiration of such period deemed advisable by the Members, distributing the balance of such reserves in the manner hereinafter provided;

13.2.3 Third, to the payment and discharge of all net Company liabilities to Members;

13.2.4 The balance, if any, to the Members in accordance with their Capital Account balances.

13.3 Date of Termination. The Company's existence shall continue until its assets have been distributed in accordance with Section 14.2, and its existence shall terminate when a Certificate of Dissolution has been filed with the Secretary in accordance with the Act. The establishment of any reserves pursuant to Section 14.2.2 shall not extend the Company's existence, but any such reserves shall be distributed in the manner provided

in Section 14.2 when the obligations for which such reserves were established have been satisfied or otherwise disposed of.

14. OTHER ACTIVITIES. Each Member may own or engage or invest in any other business, venture or activity independent of the Company without any obligation to offer any interest or the right to participate therein to the Company or the other Members.

15. ARBITRATION.

15.1 Controversies. Any controversy between the Members relating to this Agreement or the transactions contemplated hereby shall be submitted to arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect.

15.2 Arbitrator's Decision. The decision of the arbitrator(s) and any award pursuant thereto shall be final, binding and conclusive evidence on the parties and shall be non-appealable. Final judgment on such decision and any award may be entered by any court of competent jurisdiction.

15.3 **Costs.** The arbitrator(s) may award the costs of the arbitration proceeding including, without limitation, reasonable attorney's fees, arbitrators' fees and out-of-pocket expenses incurred in connection with the arbitration hearing and all prehearing proceedings between the parties in such manner as the arbitrator(s) may determine to be reasonable and equitable in light of the outcome of the arbitration proceeding.

16. GENERAL PROVISIONS.

16.1 **Liability of Members.** Except as otherwise provided under the Act (a) the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and (b) none of the Members or officers shall be personally liable for any judgment, decree, or order of a court, or in any other manner for any debt, obligation, or liability of, the Company solely by reason of being a Member or officer.

16.2 **Representations and Warranties.** Each Member hereby represents and warrants to the Company and the other Members that he/she is acquiring its interest in the Company for his/her own account as an investment and without an intent to distribute the same. Each Member acknowledges that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

16.3 **No Partnership Intended for Nontax Purposes.** The Members have formed the Company under the Act, and expressly do not form a partnership under either the Ohio Uniform Partnership Act (Ohio Revised Code Chapter 1775) or the Ohio Uniform Limited Partnership Act (Ohio Revised Code Chapter 1782). The Members do not intend to be partners with one another, or partners as to any third party. To the extent any Member represents to another person in any manner that any Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to

The Company and to such other Members for any loss, damage or liability caused by such wrongful representation.

16.4 **Amendments.** This Agreement may be amended by written approval of both Members.

16.5 **Severability.** Every provision of this Agreement is severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity, legality or enforceability of the remainder of this Agreement.

16.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

16.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.


16.8 **Captions.** The captions contained in this Agreement are for reference purposes only and are not intended and shall not be deemed to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

16.9 **Signing.** David Flora, John B. Zitzner or Lucille Ann Baer is authorized to sign all documents on behalf of Ohio Investments. Such authority includes signing deeds, purchase contracts and any other closing documents.

IN WITNESS WHEREOF, this Agreement has been executed by the Members as of the date first above written.



John Bradley Zitzner



David Flora