



OPERATING AGREEMENT
OF
READING INVESTMENTS, LLC
(an Ohio Limited Liability Company)

THIS OPERATING AGREEMENT is made as of the 3rd day of March, 2000 by and between GRACE L. AYER and MARK D. AYER, who together constitute all of the Members (collectively; the "Members") of READING INVESTMENTS, LLC, an Ohio limited liability company (the "Company").

WHEREAS, Grace L. Ayer was heretofore the sole Member of the Company and has entered into an Operating Agreement as the sole Member of the Company;

WHEREAS, Mark D. Ayer has acquired an interest in the Company;

WHEREAS, Grace L. Ayer and Mark D. Ayer wish to amend and fully restate the terms of the Operating Agreement of the Company as follows, setting forth their respective rights, duties, obligations, and responsibilities with respect to the Company; and

NOW, THEREFORE, in consideration of the premises, and of the mutual promises, obligations, and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 **Agreement.** The "Agreement" is this OPERATING AGREEMENT OF READING INVESTMENTS, LLC, as amended from time to time. The Agreement shall include Schedule A, as it may be amended from time to time.

1.2 **Articles.** The "Articles" are the Articles of Organization filed on behalf of READING INVESTMENTS, LLC, as may be amended from time to time.

1.3 **Managing Member.** The "Managing Members" shall refer to GRACE L. AYER and/or MARK D. AYER, the survivor thereof or any successor Managing Member(s). "Managing Member" shall include multiple Managing Members, when there are more than one.

1.4 **Income Offset.** The "Income Offset" shall be synonymous with and interpreted consistently with the "qualified income offset" defined in U.S. Treasury regulations Section 1.704-1(b)(2)(ii)(d), as amended.

1.5 **Member.** A "Member" and the "Members" shall refer to one or more of GRACE L. AYER and MARK D. AYER, whose names are listed on Schedule A to the Agreement.

GLA
MDA

1.6 **Members.** The "Members" or a "Member," when used without the word "Managing," shall refer to all Members, including Managing Members.

1.7 **Company.** The "Company" is READING INVESTMENTS, LLC.

1.8 **Membership Capital.** The "Member Capital" is the total of the Members' capital contributions.

1.9 **Membership Interests.** The "Membership Interests" are the relative interests of the individual Members, as indicated on Schedule A.

1.10 **Tax Sensitive Adjustments.** The "Tax Sensitive Adjustments" are all adjustments to a Member's Capital Account that are not specifically required under the terms of this Agreement, but that are required by U.S. Treasury regulations Section 1.704-1(b)(2)(iv) ("Maintenance of Capital Accounts"), as amended. These adjustments shall be made annually, unless these regulations require a more frequent adjustment.

1.11 **Transfer.** A "Transfer" of a Membership Interest includes any sale, pledging, encumbering; giving, bequeathing, assigning, or other transferring or disposing of, or permitting to be sold, encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law.

SECTION 2. FORMATION OF LIMITED LIABILITY COMPANY

GRACE L. AYER has formed a limited liability company under the laws of the State of Ohio. The Company's Articles of Organization have been filed with the Ohio Secretary of State and are incorporated herein as may be amended from time to time.

SECTION 3. NAME

The Company's name is READING INVESTMENTS, LLC.

SECTION 4. PLACE OF BUSINESS AND REGISTERED AGENT

4.1 **Place of Business.** The Company's principal place of business is at Hillcrest Towers, 7162 Reading Road, Suite 730, Cincinnati, Ohio 45237. The Managing Members may from time to time change the Company's principal place of business to another location and add additional places of business. The Ohio principal place of business shall hold the records required under the Ohio Revised Code.

*Grace
Ayer*

4.2 **Statutory Agent.** GRACE L. AYER, a Managing Member and a resident of Ohio, shall be the Company's statutory agent, and therefore shall be an agent for service of process on the Company. The statutory agent's business address is and shall be within Ohio.

SECTION 5. BUSINESS

The primary purpose of the Company shall be to own, develop, lease, manage and sell the real property known as the Hillcrest Towers; to acquire, manage and hold for investment purposes, real property, stocks, bonds, securities, or any other property (any and all of such property as may from time to time, be used by the Company being sometimes referred to as the "Property"); and generally to engage in any and all business activities that the Managing Members may, from time to time, deem to be in the best interests of the Company.

SECTION 6. TERM

6.1 **Initial Term.** The Company began as of the date of filing of the Articles of Organization with the Ohio Secretary of State and shall end on August 11, 2029, unless terminated earlier.

6.2 **Extension.** The Company may be continued beyond its scheduled termination date by an affirmative vote of the Members holding a majority of the Membership Interests.

SECTION 7. CAPITAL AND CAPITAL ACCOUNTS

7.1 **Each Member's Share.** Each Member owns that share of the total Membership Capital indicated on Schedule A.

7.2 **Initial Capital Contribution.** The amount of each Member's initial capital contribution is set forth in Schedule A. The Company shall hold all the right, title and interest in any Property contributed to the Company.

7.2.1 **Additions.** No Member shall be required to make any additional capital contributions without his or her consent. The Members may, however, make additional contributions to the Company provided that such additional capital contributions are made pro rata by all the Members or all the Members consent in writing to any non-pro rata contribution. In the event of a non-pro rata contribution, the Percentage Interests of the respective Members shall be adjusted accordingly. No adjustment to the Percentage Interests of any Member based upon additional contributions by such Member shall be permitted.

7.3 **Acquisition of Membership Interest.** Acquisition of Membership Interests and other permitted transfers shall be reflected on Schedule A.

7.4 Capital Accounts. A Capital Account shall be established for each Member. Capital Accounts shall be credited with each Member's initial capital contribution to the Company and thereafter be adjusted in accordance with Section 7.5, below.

7.5 Adjustments. Each Member's Capital Account shall be adjusted as necessary to reflect the economic conditions of the Members and their interests in the Company. These adjustments shall include, but are not limited to, the following:

7.5.1 Adjustments to reflect each Member's distributive share of Company profits and losses, including capital gains and losses, and tax-exempt income;

7.5.2 Adjustments to reflect each Member's additional contributions to the Company;

7.5.3 Adjustments to reflect distributions made by the Company to each Member;

7.5.4 Adjustments to reflect the transfer of a Membership Interest, or any portion thereof;

7.5.5 Tax-Sensitive Adjustments (as defined above).

7.6 Loans to the Company. The Company is hereby authorized to borrow funds from one or more Members, without limitation as to amount or term, at interest rates not to exceed the prime rate of interest by the banks with which the Company has a bank account. Such loans, if any, shall be documented by the Company's execution of a Promissory Note setting forth the amount of the loan and commercially reasonable repayment terms. Except as otherwise provided herein, the amount of a loan, if any, made to the Company by a Member shall not be considered an increase in such Member's capital contribution or otherwise a contribution to the Company, and the making of such loan shall not entitle such Member to an increased share of the profits, losses, or distributions to be made pursuant to the provisions to this Agreement without the consent of all Members.

7.7 Amount of Contributions. The amount of a Member's contributions of property to the Company and of the Company's distributions of such property to a Member, as reflected in the Member's Capital Account, shall be the fair market value of the property on the date of the contribution or distribution, reduced by any liabilities secured by the contributed or distributed property if those liabilities are treated under applicable federal income tax laws as being assumed by the transferee or if the transferee is treated under such laws as receiving the property subject to those liabilities.

7.8 **No Interest Paid.** No Member shall receive any interest on his or her capital contributions or Membership Interest.

7.9 **Withdrawals.** No Member may withdraw any of his or her Capital Account, except as expressly authorized in this instrument.

Section 8. PROFITS, LOSSES AND CASH FLOW

8.1 Profits and Losses.

8.1.1 The Company's net profits and losses shall be computed in accordance with generally accepted accounting principles, consistently applied. The Company's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated proportionately among the Members according to their Membership Interests. No Member has priority over any other Member as to Company profits.

8.1.2 Notwithstanding any other provision of this Section, income, gain, loss, and deductions with respect to property contributed to the Company by a Member shall be shared among the Members so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable U.S. Treasury regulations.

8.1.3 In the event that net losses allocated to a Member cause the Member's Capital Account to be in a deficit, net profits shall be allocated to such Member (or pro rata among the Members if there are more than one having a deficit Capital Account) until such Members have received an allocation of net profits equal to the deficit in such Members' Capital Accounts. The allocation under this item 8.1.3 shall be known as the Income Offset.

8.2 **Assignment or Death.** In the event of an assignment of a Membership Interest or of a Member's death, retirement, or expulsion, profits and losses shall be allocated based on the number of days in the particular year during which each Member owned his or her Membership Interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

8.3 **Cash Flow.** The Company shall distribute at least annually to the Members all of its Net Cash Flow in excess of that reasonably required for the conduct of the Company business in the judgment of the Managing Member.

8.4 **Special Allocations.** The Company may make special, non-pro rata allocations of profits, losses, cash flow or any other item of Company receipt or expenditure, or any separately stated item for tax purposes. Any such special allocations shall be made as may be determined in the reasonable discretion of the Managing Members.

Section 9. MANAGEMENT AND OPERATIONS

9.1 **Managing Members.** The Managing Members shall manage the Company's operations and business. The Managing Members shall have the full and exclusive power on the Company's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything they deem necessary or appropriate for the Company's business, including (but not limited to) the power and authority to: (1) sell real or personal property to any person, giving any warranties or assurances deemed appropriate; (2) buy, lease, or otherwise acquire real or personal property to carry on and conduct the Company's business; (3) borrow money for the Company's business; (4) issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Company's assets; (5) assign any debts owed to the Company; (6) engage in any other means of financing; (7) enter into any agreement for sharing of profits any joint venture in which this Company may engage; (8) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Company's assets, directly or through third parties; (9) execute any type of agreements or instrument in connection with any other Company power; (10) employ all types of agents and employees (including lawyers and accountants) as may seem proper; (11) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Company business; (12) incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the Company's business; (13) sue and be sued, complain and defend in the Company's name and on its behalf; and (14) quitclaim, release or abandon any Company assets with or without consideration. When there is more than one Managing Member, all Managing Members must consent to such actions. The authority of Managing Members may be enlarged, diminished or otherwise changed by the affirmative vote of two-thirds (2/3) of the Members, voting in accordance with their Membership Interests.

9.2 **Successor Managing Members.** Any Managing Member may (i) resign at any time, or (ii) shall be deemed to resign in the event that such Managing Member is disabled and unable to handle his or her affairs or is otherwise incompetent, or (iii) he or she may be removed as Managing Member by the affirmative vote of all of the Members. In the event that any Managing Member is removed or is otherwise unwilling or unable to serve as Managing Member, the remaining Managing Member(s) shall thereafter serve as Managing Member(s). In the event that the then-sole Managing Member is removed or is otherwise unwilling or unable to serve as Managing Member, any Member may then be appointed as Managing Member by a vote of the Members then holding a majority of Membership Interests.

9.3 Compensation. The Managing Members shall not be entitled to compensation for management of the Company's business.

9.4 Expenses. All reasonable expenses incurred by the Managing Members in managing and conducting the Company's business, including (but not limited to overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Company.

9.5 Tax Matters Member. The Managing Members shall also be the Tax Matters Persons and, as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the Managing Members shall keep any other Members reasonably informed on any Company dealings with any tax agency.

Section 10. BOOKS AND RECORDS

10.1 General. The Company's books and records will be kept on the cash method of accounting and in accordance with generally accepted accounting principles consistently applied, and shall reflect all Company transactions and be appropriate and adequate for all Company business. The Company books shall be kept on a fiscal year ending December 31. The Company records shall be maintained at Hillcrest Towers, 7162 Reading Road, Suite 730, Cincinnati, Ohio 45237.

10.2 Financial Statements. Within a reasonable period after the close of each fiscal year, the Managing Members, at the Company's expense, will give a written report to each other Member indicating such Member's share of the Company income, which requirement may be satisfied by giving each Member a copy of any tax form which includes such information.

Section 11. BANKING

All Company funds will be deposited in its name in such accounts as the Managing Members designate. The Managing Members can authorize other persons to draw checks on Company bank accounts, but such authority must be in writing and one or more of the Members may require that such persons be bonded.

Section 12. TAX ELECTIONS

No election shall be made to exclude the Company from the application of the provisions of Subchapter K of the United States Internal Revenue Code ("the Code") or from any similar provisions of state tax laws. If Company assets are distributed to a Member, the Managing Members may cause the Company to elect to cause the basis of the Company's assets to be adjusted for federal income tax purposes, under Sections 734 and 743 of the Code as amended.

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Section 13. TRANSFER OF COMPANY INTERESTS

13.1 Prohibition on Transfers. No Member may transfer his or her Membership Interest except as set forth in this Section 13, or in the event of the death or incompetence of a Member as described in Section 15, or with the unanimous consent of the Members.

13.2 Bona Fide Offer. Except as otherwise permitted in Section 15, the interest of any Member shall not be transferred except pursuant to a "bona fide offer." In the event of a bona fide offer, the transferring Member shall, not less than sixty calendar days prior to the transfer, serve notice to the other Members of his or her intention to so transfer his or her interest. The assignee may be substituted, as herein provided, in place of the assigning Member upon the payment of a fee not to exceed five hundred dollars to cover costs of preparation, execution and recording all pertinent documents. This right of transfer shall be subject to the following conditions:

13.2.1 One or more of the remaining Members shall have the right to purchase all, but not less than all, of such offered interest. This right may be exercised by the remaining Members by the service upon the transferring Member of written notice within thirty calendar days after the receipt of the written notice of intention to sell. Such right may be exercised in the same proportions as the Membership Interests of all remaining Members. Any portion of the interest offered upon which there has not been an exercise in writing of the right to purchase may then be purchased by one or more of those Members who exercised their right of purchase within thirty calendar days as provided for above. This secondary right of purchase may be exercised within thirty calendar days after expiration of the first thirty-day period by the service of written notice upon the selling Member, who shall be required to honor such notices of exercise in full in the order received. If less than all the offered interests is purchased under this paragraph, the transferring Member may complete the transfer only pursuant to the bona fide offer, and if such transfer is not completed within thirty calendar days after expiration of the last exercise period hereunder, any attempted transfer thereafter will be deemed to be a new offer and this section shall again apply.

13.2.2 Where the remaining Members are notified in writing of a bona fide offer received by the transferring Member, the remaining Members may exercise their right to purchase at a price equal to the transferring Member's Capital Account balance, and on the same payment terms contained in the bona fide offer, except as provided herein. The remaining Members may elect to pay the purchase price as set forth in the preceding sentence by giving the transferring Member an unsecured negotiable promissory note bearing interest at the prime interest rate charged on the date on which the said sixty days expired, by the banks with which the Company has a bank account. Said promissory note shall provide for twenty equal quarterly payments, beginning on the expiration date of the last thirty-calendar-day period. A "bona fide offer" means an offer in writing, signed by the offeror, who must be a person, partnership, limited liability company, or corporation financially capable of carrying out the terms of the offer, in form legally enforceable against the offeror, and binding the

offeror to become a Member and assume all of the obligations and undertakings of the seller in accordance with the terms of this Agreement.

13.3 Condition Precedent to Admission of Substitute Member.

Notwithstanding the provisions of this Section 13, no person to whom a Membership Interest is properly transferred shall be substituted as a new Member in place of the transferring Member until (1) he has agreed, in a writing delivered to the Managing Members, to assume all of the obligations and undertakings of the transferor under this Agreement; and (2) he has paid to the Managing Members a fee not to exceed five hundred dollars to cover costs of preparation, executing and recording all pertinent documents.

Section 14. AMENDMENTS

This Agreement may be amended only with the unanimous consent of the Members.

Section 15. MEMBER'S DEATH OR INCOMPETENCY

15.1 **Death or Incompetency.** The death or adjudication of incompetence of a Member shall not dissolve the Company. In such event, the executor or administrator of the estate of the deceased Member, or the committee, conservator guardian, or other legal representative of the estate of the incompetent Member, shall have the same right (subject to the same limitations) as the deceased or incompetent Member would have had under the provisions of Section 13 to assign the Membership Interest of such deceased or incompetent Member and to provide in the instrument of assignment that the assignee, if the Managing Member so consents in writing, may become a substituted Member in accordance with the procedure specified in Section 13. Notwithstanding the provisions of the previous sentence, the remaining Members shall have the option (exercisable by giving notice hereof to such deceased or incompetent Member's executor, administrator or other personal representative) to purchase or cause to be purchased all, but not less than all, of such deceased or incompetent Member's Membership Interest, within one hundred eighty (180) days after the death of a deceased Member or the adjudication of incompetency of the incompetent Member, as the case may be, at a price equal to such deceased or incompetent Member's Capital Account at such time, and payable in cash. In order to exercise this option, the remaining Members must secure the release of the deceased or incompetent Member (and such Member's estate) from any and all obligations for which the Company is liable or are otherwise attributable to Company assets or operations.

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15.2 **Bankruptcy.** If any Member shall take advantage of any bankruptcy or insolvency act, or if an insolvency petition shall be filed against any Member and a final adjudication of insolvency entered thereon, or if any Member shall make an assignment for the benefit of his or her creditors, then the Managing Members shall have the option (exercisable by giving notice thereof to such Member or to his or her assignee, trustee in bankruptcy, receiver or other legal representative), to purchase or cause to be purchased all, but not less than all, of such Member's Membership Interest, within ninety days after such taking advantage or adjudication or assignment, as the case may be, at a price equal to such Member's Capital Account at such time. The terms of payment shall be all cash or as otherwise agreed upon by the parties.

Section 16. DISSOLUTION

16.1 **Causes for Dissolution.** The Company shall be dissolved upon any of the following events:

16.1.1 The adjudication of bankruptcy of the last then-serving Managing Member, but if within six months from the occurrence of any of the events upon which dissolution could otherwise occur, the other Members all elect to continue the Company, then: (1) the Company will not be dissolved and it will continue under this Agreement; and (2) the remaining Members will elect a new Managing Member, if there is no other remaining Managing Member under the provisions of 9.2 hereof; and (3) such former Managing Member (or his trustee in bankruptcy, successors or assigns, or other personal or legal representatives) no longer serve as Managing Member;

16.1.2 The sale by the Company of substantially all of its assets; or

16.1.3 The unanimous vote of the Members.

16.2 **Upon Dissolution.** Upon its dissolution, the Company will terminate and immediately commence to wind up its affairs. The Members shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Company's assets may be sold, if a price deemed reasonable by the Members may be obtained. The proceeds from liquidation of Company assets shall be applied as follows:

16.2.1 First, all of the Company's debts and liabilities to persons other than Members shall be paid and discharged in the order of priority as provided by law;

16.2.2 Second, all debts and liabilities to Members shall be paid and discharged in the order of priority as provided by law; and

16.2.3 Third, all remaining assets shall be distributed proportionately among the Members in the ratios of their respective positive Capital Accounts.

16.2.4 Gain or Loss. Any gain or loss on the disposition of Company Property in the process of liquidation shall be credited or charged to the Members in accordance with their Membership Interests; provided, however, that gain or loss with respect to property contributed to the Company by a Member shall be shared among the Members so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable United State tax laws and regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Members accordingly.

16.3 Company Assets Sole Source. The Members shall look solely to the Company's assets for the payment of any debts or liabilities owed by the Company to the Members and for the return of their capital contributions and liquidation amounts. If the Company property remaining after the payment or discharge of all of its debts and liabilities to persons other than Members is insufficient to return the Members' capital contributions, they shall have no recourse therefore against the Company or any other Members, except to the extent that such other Members may have outstanding debts or obligations owing to the Company.

16.4 Winding-Up. The winding up of Company affairs and the liquidation and distribution of its assets shall be conducted by the Managing Members, who are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Company's assets.

Section 17. MISCELLANEOUS

17.1 Notices. Any notice or payment required or permitted under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Member, addressed with his address as it appears on the records of the Company. Any notice is deemed given on the date on which it is personally delivered, or, if mailed, on the date it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as required in this Section 17.1. Any Member may change his address for all purposes of this Agreement by giving notice in writing, stating his new address to the Managing Members.

17.2 **Non-Waiver.** Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

17.3 **Severability.** Every provision of this Agreement is intended to be severable. If any terms or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

17.4 **Good Faith.** The doing of any act or the failure to do any act by a Member or the Company, the effect of which causes any loss or damage to the Company, will not subject such Member or the Company to any liability, if done pursuant to advice of the Company legal counsel or in good faith to promote the Company's best interests.

17.5 **Governing Law.** This Agreement is to be construed according to the laws of the State of Ohio.

17.6 **Cumulative Rights.** The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

17.7 **Other Activities.** Every Member may also engage in whatever activities he chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

17.8 **Confidentiality.** No Member may, without the Managing Member's express written consent, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company dissolution.

17.9 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

17.10 **Waiver of Partition.** Each of the parties waives during the term of the Company any right that he may have to maintain any action for partition with respect to the Company's property or assets.

17.11 **Binding Terms.** The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

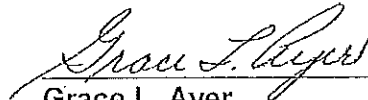
17.12 Personal Property: The interests of each Member in the Company are personal property.

17.13 Days. For purposes of this Agreement, any reference to a "day" or "days" means a calendar day, including any days which fall on legal holidays or week-ends.

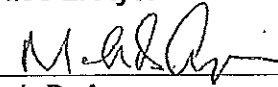
17.14 Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and their neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement on the date written above.

MEMBERS:



Grace L. Ayer



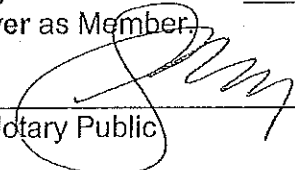
Mark D. Ayer

STATE OF OHIO)
COUNTY OF Hamilton) SS:

The foregoing instrument was acknowledged before me this 3rd day of March, 2000 by Grace L. Ayer as Member.



JAMES P. WERSCHING, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.



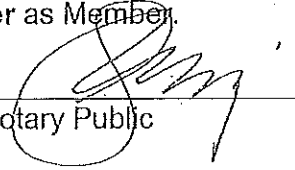
Notary Public

STATE OF OHIO)
COUNTY OF Hamilton) SS:

The foregoing instrument was acknowledged before me this 3rd day of March, 2000 by Mark D. Ayer as Member.



JAMES P. WERSCHING, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.



Notary Public

G.L.A.
M.D.A.

SCHEDULE A

Members, Capital Contributions and Membership Interests

<u>Members</u>	<u>Capital Contributions</u>	<u>Membership Interests</u>
Grace L. Ayer	_____	50%
Mark D. Ayer	_____ *	50%

* by purchase of interest from Grace L. Ayer

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