

**OPERATING AGREEMENT OF POWER TELEVISION INTERNATIONAL
A LIMITED LIABILITY COMPANY**

This Operating Agreement is made and entered into on 11/20/02 by and among Power Television International, LLC, a limited liability company organized pursuant to Revised Code Chapter 1705 ("Company") and the persons executing this Agreement as Members whose signatures appear on the signature page, and all additional members who may from time to time become a party by becoming a member.

RECITALS

WHEREAS, Articles of Organization for the Company were filed with the Secretary of State of Ohio on 11/13/02 and

WHEREAS, the parties wish to adopt this Agreement as the Operating Agreement of the Company.

NOW, THEREFORE in consideration of the promises and agreements contained herein, the Members agree as follows:

Article I

Principal Office, Purposes, and Term

1.1 Principal Office. The principal office of the Company shall be located at 4414 Tejon, Toledo, Ohio 43623 or in such other place or places as the Members may determine from time to time.

1.2 Purpose of Company. The Company has been formed for the following purpose ONLY:

A. To own 51 Class A and 20 Class B Membership units in Corporate Media Consultants Group, LLC., a Virginia Limited Liability Company, and to do any and all acts and things necessary, proper, or convenient to the accomplishment of this purpose.

B. Company is hereby authorized to negotiate the best terms possible with Max Media, and to then enter into an Operating Agreement with it to form a Virginia LLC, with the name Corporate Media Consultants Group (hereinafter "CMCG"). The purpose of that LLC is to acquire media outlets such as TV/Radio stations, operate them in such fashion to increase revenues, and then refinance, and/or sell them at a profit. No operations incident to such business of CMCG shall be conducted by Company through the instant entity; it being agreed that the sole purpose of this LLC is to hold the A & B units in CMCG for the benefit of Company' investors until such time the Portland/St. Croix T.V. stations owned by CMCG are sold, or CMCG is sold or dissolved; at

which time the members hereto shall redeem their membership units herein for an amount equal to:

1) The cash distributed to Company as a result of Portland/St. Croix's sale

or

2) The value of CMCG's A & B units owned by Company; as determined in the context of CMCG's sale or dissolution;

the aforesaid to be split amongst the members in proportion to their percentages of ownership interest in the Company; at which time the Company shall be dissolved

C. To engage in all activities necessary, customary, convenient or incident to the foregoing purposes.

D. In the furtherance of such purposes, the Company shall have all powers necessary to or reasonably connected with the Company's business which may be legally permitted to a limited liability company under the Act.

1.3 Term. The term for which the Company may continue to exist shall be {30} years from the date that the Articles of Organization were recorded for filing with the Secretary of State of Ohio, unless the Company is earlier terminated or dissolved in accordance with the provisions of this Agreement or the Act.

Article II

Contributions to the Company in Capital Accounts

2.1 Initial Capital Contribution. Each Member shall make the Initial Capital Contribution to the Company set opposite each partner's name on Attachment 1 hereto on the terms and at the time specified in the Attachment. If no time is specified, the Capital Contribution shall be made upon the execution of this Agreement. The Members acknowledge and agree that the value of each Capital Contribution shall be as set forth on Attachment 1.

2.2 No Additional Capital Contributions Required. When a Member's Initial Capital Contribution has been made and delivered to the Company, such Member shall not be required to make any additional Capital Contribution. After the Member's Initial Capital Contribution has been made and delivered, such Member shall have no liability to the Company with respect to Capital Contributions. If all Members agree, the Members may make additional Capital Contributions if and to the extent such Members so desire. In such event, all Members shall have the opportunity (but not the obligation) to make and deliver additional contributions on a prorata basis in accordance with their Percentage Interest. Any additional Capital Contributions which are

made or in which there is a binding agreement to make an additional Capital Contribution, there shall be a written record of such additional contributions which shall be kept as part of the permanent records of the Company and shall be attached to this Agreement as a subsequent attachment.

2.3 Loans to Company. Nothing in this Agreement shall prevent any Member from making and delivering secured or unsecured loans or advances to the Company. All such loans to the Company shall be evidenced by a writing and approved by a majority of the Members. The loan or advance shall be in such an amount and upon such terms upon which the Member and a majority of the other Members agree.

2.4 Capital Accounts. The Company shall establish and maintain a separate Capital Account for each Member. These Capital Accounts shall be maintained in accordance with the Capital Account rules applicable to partnerships as provided in Section 704(b) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

2.5 Withdrawal or Reduction in the Members' Contributions to Capital. Except as expressly provided in this Agreement or by the provisions of Chapter 1705 of the Ohio Revised Code, no Member shall be entitled to withdraw or reduce such Member's Capital Account or to receive any distributions from the Company; except as set forth at 3.2 below. No Member shall be entitled to demand or to receive property other than cash in return for such Member's Capital Contribution. No Member shall be entitled to receive or be credited with any interest on the balance in such Member's capital account.

Article III

Allocations, Income Tax, Distributions, Elections and Accounting

3.1 Allocations of Tax Items. All items of income, gain, loss, deduction and/or credit of the Company for each Fiscal Year shall be allocated to the Members in proportion to their respective Percentage Interests.

3.2 Distributions. The only distributions of Distributable Cash made prior to the dissolution of the Company shall occur; if at all, at such time that CMCG refinances its purchase money debt to purchase the T.V. stations in Portland/St. Croix, and distributes cash to the Company in conformity with CMCG's operating agreement; such shall be made at that time to the Members in accordance with their respective Percentage Interest. No distribution may be declared or paid to any Member, unless after the distribution is made the assets of the Company will exceed all of the liabilities of the Company. The liabilities of the Company shall not exclude any obligation or reference to the Members on account of their Capital Contributions or the amounts in their Capital Account.

3.3 Accounting Principles. The income, gain, loss, deduction and/or credit of the Company shall be determined in accordance with accounting principles applied on a consistent basis. Such accounting principles shall be determined in consultation with any person providing accounting services to the Company. Unless the Code specifically prohibits such use, the Company shall use the cash method of accounting.

3.4 Elections. Members agree that the Company shall elect those accounting methods which will provide the Company with the greatest tax benefits.

3.5 Returns. The Members shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information returns required in each jurisdiction in which the Company does business. The Company shall keep copies of all of its tax returns and such copies shall be available for inspection by any Member as provided in Section 5.6 of this Agreement. Any copies of such tax and information returns shall be furnished to any Member who requests a copy, at no cost to such Member.

3.6 Reserves. By a majority vote the Members may establish and maintain reserves to provide for working capital, for future investments, for any debt service and for any other purpose which is in the interest of the Company and its business.

4.1 Management. The business of the Company shall be managed and operated by a manager. Except for situations in which the approval of the members is expressly required by this Agreement or by non-waiverable provisions of applicable law, the manager shall have full and complete authority, power, and discretion to manage and operate the business and properties of the Company, to make all such decisions regarding those matters involving the business and properties of the Company and to perform any and all other acts customary or incident to the management of the Company's business or property.

4.2 Number and Term of Manager. The Company shall have one manager who shall be Charles Glover. He will serve until his death/disability; at which time a successor manager shall be elected at a meeting of the members held within thirty (30) days of his incapacity. The term of such successor manager shall be for one year or until the manager's successor shall have been elected, qualified, and is serving. Each successor manager shall be elected by an affirmative vote of Members holding of at least a Majority Interest in the capital of the Company.

4.3 Powers of Manager.

a. Without limiting the generality of Section 4.1, above, the manager shall have the power and authority, on behalf of the Company:

1. To purchase real and personal property in accordance with the purposes of the Company;

2. To borrow money for the Company from banks and other financial institutions on such terms as the manager deems appropriate and in the interests of the Company, and in conjunction to hypothecate, encumber, and grant security interest in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or the liability incurred on behalf of the Company except by the managers;

3. To purchase liability and other insurance to protect the Company's property and business;

4. To hold and own real and personal property in the name of the Company;

5. To invest Company funds temporarily (by way of example and not by limitation) in time deposits, short-term government obligations, commercial paper, and other investments;

6. To employ accountants, legal counsel, experts, and appraisers to perform services for the Company and to compensate them from the Company funds;

7. To execute, acknowledge, and deliver on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, financing statements, security agreements, leases, bills of sale, assignments, investment securities, and partnership agreements, other limited liability companies, and joint ventures, and any and all other instruments or documents necessary to the business of the Company;

8. To enter into such other agreements on behalf of the Company, with such other persons or parties for the purposes of the Company; and

9. To do all such other acts as may be necessary or appropriate to manage and conduct the business of the Company.

10. The members acknowledge and agree to a provision in the Corporate Media Consultants Group, LLC operating agreement which states that the other unit owner—Max Broadcasting, may at its option require Company to sell to a bona-fide third party, all of Company's interest in Corporate Media Consultants Group, LLC; said provision being reincorporated herein as if fully rewritten. Members waive any challenge or objections thereto.

11. The members also agree to a provision in the Corporate Media Consultants Group, LLC operating agreement which states after 5 years of the date of that agreement, Company may sell its membership units in Corporate Media Consultants Group, LLC to a third party—after first offering such units to Max Broadcasting; and CMCG, LLC; said provision being incorporated fully herein. Members waive any challenge or objections thereto.

12. Therefore, with respect to 10 & 11 above, the members hereby authorize manager to do all things necessary, reasonable, and expedient to accomplish such sale, etc. as directed at 10 & 11

above, in the best interest of Company, with no further vote by the members being necessary for his authorization to do so; his discretion being controlling as to time, amount, terms, etc.

13. The members further acknowledge and agree that with respect to the subject matter of items 10, 11 & 12 above, no provision of this operating agreement shall be in conflict with those of the CMCG, LLC, operating and/or management agreements, and in the event such is the case, those contained in the latter shall govern as if rewritten herein, and control, and the members hereby waive any challenge or contest to those provisions.

4.4 Restrictions on Authority of Manager. The manager shall not have the authority to do any of the following acts and the manager agrees that such acts will not be engaged in without the consent of the members:

- a. Cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company;
- b. Knowingly engage in any act in contravention or contrary to this Operating Agreement;
- c. Knowingly engage in any act which would make it impossible to carry on the ordinary business of the Company;
- d. Confess a judgment against the Company in any amount;
- e. Cause a significant change in the nature of the Company's business;
- f. Cause the Company to admit additional members other than as in the procedure specifically outlined elsewhere in this agreement.

4.5 First Rights of Management. No member shall have any power or authority to bind the Company unless the Member has been previously authorized by the manager to act as an agent for the Company..

4.6. Standard of Care. The manager shall perform his duties in good faith, in a manner reasonably believed to be in the best interest of the Company and/or not opposed to the best interest of the Company, and with the care that an ordinarily prudent person in similar circumstances would use under similar circumstances. The manager does not guarantee a profit for any of the members from the operations of the Company. The manager does not guarantee the return of any members Capital Contribution.

4.7 Indemnification. Company agrees to indemnify the manager or any other Members to the maximum extent permitted by law as set forth in Section 1705.32 of the Ohio Revised Code. To the extent that the law may be amended or supplemented from time to time, this Article shall be amended automatically and construed to permit indemnification and any advancement of expenses

to the fullest extent permitted by law.

4.8 Conflict of Interest Transactions. In the event that any manager or Member has an interest that may be in conflict with the interest of the Company, such interest shall be disclosed to all managers and all Members in all transactions where there is a conflict of interest, the Member or manager having such conflict shall not participate in either the discussion of the issue or of any vote.

4.9 Accounts. The manager from time to time may open accounts in banks and other financial institutions in the name of the Company, and any designated managers shall be the signatory on such accounts on behalf of the Company.

4.91 Voting. Any votes of the members shall be in proportion to their contributions to the Capital of the Company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by the members.

4.92 By-laws. The members may adopt by a 2/3 vote by-laws to assist in the government of the Company, so long as the by-laws are not inconsistent with the Articles of Organization and the Operating Agreement. The by-laws may be altered, amended or repealed from time to time by an affirmative vote of 2/3 of the members.

Article V

Rights and Obligations of Members

5.1 Limitation of Liability. After paying to the corporation the agreed capital contribution, upon no member shall be liable as a member for the liabilities, obligations, debts and losses of the Company.

5.2 Personal Services. No member shall be required to perform services for the Company solely by virtue of being a member. Unless approved by the members, no member shall be entitled to receive compensation for services performed on behalf of the Company. Members shall be entitled to reimbursement of expenses reasonably and necessarily incurred in connection with the business of the Company.

5.3 Duties of Members. Each member shall devote such time and effort to the business and affairs of the Company as has been agreed among the members.

5.4 Competition. It is understood and agreed that at the present time no business of the current members of the Company is in competition with the Company. Any member may engage in such business or any other, as long as such business is not in competition with the business of the Company.

5.5 Member Interested in Company Transaction. If a member is interested in a contract, action or transaction which involves the Company and such member has an interest or relationship, such member shall disclose such interest or relationship to all members in writing. After such disclosure, at least a majority of the disinterested members shall approve or authorize such contract, action or transaction.

5.6 Access to Information. The Company shall keep the following books and records:

- A. Information regarding the status of the business and the financial condition of the Company;
- B. Copies of all federal, state and local income tax returns of the Company for at least five years;
- C. A current list of the name and last known business, residence or mailing address of each member;
- D. A copy of the articles of organization, all written amendments to the articles and any written powers of attorney pursuant to which the articles and any amendments have been executed;
- E. A copy of this agreement and all amendments thereto and any executed copies of written powers of attorney pursuant to which the operating agreement and the amendments have been executed;
- F. True and full information regarding the date on which each member became a member and the amount of cash, and a description and statement of the agreed value of any other property or services, that have been contributed by each member and that each member has agreed to contribute in the future.

It is agreed that the Company has the right to keep confidential from its members for a reasonable period of time any information that the Company reasonably considers to be in the nature of a trade secret. Any member may have access to the books and records of the Company provided that such a request is made in writing and states the purpose of such inspection. If copies are made of the books and records of the Company, each page shall be marked as "Confidential".

5.7 Merger or Consolidation. Any merger or consolidation of the Company shall be approved by a 2/3 vote of the members.

Article VI

Death, Transfer of Membership Interest

6.0 No death, withdrawal by a member, or transfer of his ownership interest to any third party will result in Company's obligation to immediately pay such deceased, withdrawing or transferring

members the value of their percentage interest, as Company will have no funds/cash to do so—nor can a member or his estate/assigns, force the Company to borrow money to buy or redeem such members percentage interest under any circumstances. The only time and/or method by which a member or his estate/assigns can “cash out” their interest herein is at such time CMCG’s purchase money debt is refinanced—or the T.V. stations in Portland/St. Croix are sold, or CMCG is sold or dissolved, and there is sufficient cash available thereby to accomplish such.

6.1 Voluntary Withdrawal. A member may withdraw from the Company on sixty {60} days written notice to the Company and to each of the other members. In such event, the remaining members may by an affirmative vote of a majority of the members vote to continue the Company and to pay to the withdrawing member the value of such member’s percentage of ownership interest in the Company at such time the debt incurred by CMCG to purchase T.V. station in Portland, Maine and St. Croix, Virgin Islands is refinanced—or such stations are sold; or CMCG is sold or dissolved. If the members fail to vote to continue the Company, then the Company shall be dissolved pursuant to Article IX.

6.2 Transfer of Membership. Subject to see 6.3 below, any member can transfer, give or assign the Economic Interests of his membership interest to a third party. The transfer, gift or assignment of the Economic Interest does not include the right to participate in the management of the affairs of the Company. The Economic Interest Owner may be granted all of the rights and privileges of membership by an affirmative vote of the members. Upon such approval by the members, the Economic Interest Owner shall become a member and shall have an Ownership Interest in the Company and be entitled to all the rights and privileges of membership in the Company.

6.3 No member may transfer his ownership interest herein unless/until he/she has first offered to sell such to the other members at the same price he/she has been offered by any bona-fide third party. Offeree’s have thirty (30) days to decide whether to accept or reject same.

6.4 Membership Certificate. The Company may issue a Membership Certificate to evidence a member’s Economic Interest in the Company. The transfer of a Membership Certificate to a third party cannot and does not convey or transfer or assign any interest in the Company, except the Economic Interest and membership can only be granted by an affirmative vote of a majority of the members of the Company.

Article VII

New or Additional Members

7.1 Approval of New Members. The members must approve any new or additional members by an affirmative vote of a majority of the members. No new member is entitled to any retroactive allocation of income, gain, loss, deduction or credit realized by the Company.

7.2 Notation on Membership Certificate. The Membership Certificate shall contain the following

legend:

Any transfer or assignment of this Membership Certificate does not make the transferee or assignee of the Membership Certificate a member of {name of company}. Membership can be granted only by an affirmative vote of a majority (per capita basis) of the members.

7.3 Condition of Being a New Member. Any new or additional member must agree to the terms, conditions and provisions of the Articles and this Agreement.

Article VIII

Dissolution and Termination

8.1 Dissolution. The Company shall be dissolved when the period fixed for the term of this Company in Section 1.3 of this Agreement has expired or upon the occurrence of any of the following events:

A. The Company has been paid for the full value of its ownership interest in CMCG, LLC, attributable to CMCG's ownership/operation/sale of the Portland/St. Croix T.V. stations--upon the sale of those stations, or CMCG's sale or dissolution; at which time, the Company will distribute such amount to the members hereof in proportion to their percentage of ownership interest.

B. The unanimous written agreement of all Members;

C. Action taken at a meeting of all Members in which all Members agree to the dissolution of the Company;

D. The removal of any Member as provided in Section 1705.15 of the Act;

E. At any time when there are less than two Members;

F. The death, bankruptcy, or incompetency of any Member; and

G. Upon entry of a decree of judicial dissolution under Section 1705.47 of the Act.

8.2 Continuation of Existence After Occurrence of Act of Dissolution. The business of the Company may be continued and the Company not dissolved if the consent of a Majority in Interest of the remaining Members elect to continue the Company within 90 days after the occurrences set forth in Subparagraphs a-g of Section 8.1 of this Agreement.

8.3 Successor to Deceased or Incompetent Member. If a Member is deceased or is adjudged by a court of competent jurisdiction to be incompetent, then that Member's executor, administrator,

guardian, conservator, or other legal representative may exercise all of those Member's rights for the purpose of settling the Member's estate or administering the Member's property.

8.4 Effect of Filing Certificate of Dissolution. Upon the filing of a properly executed certificate of dissolution of the Company with the Ohio Secretary of State, then the Company shall carry on its business only for the purpose of winding up its business.

8.5 Winding-up and Liquidation. The Members may appoint a liquidating trustee to supervise the winding-up and liquidation of the Company. The Members may request the accountant for the Company to prepare a current balance sheet for the company. In addition, the Members shall do the following to wind-up the business of the Company:

- A. Consider the sale of the business of the Company as a going concern;
- B. Collect all of the Company assets and sell all the Company assets not being distributed in kind to the Members;
- C. Discharge or make reasonable provision for the liabilities of the Company;
- D. If any assets of the Company are to be distributed to Members, an independent appraisal shall be made of such assets to determine their fair market value;
- E. Distributions shall be first made to the Members for the return of their Capital Contribution, or if there are insufficient assets to return all the Members' Capital Contributions, then the distributions shall be on a pro-rata basis in accordance with the amount of the Member's Capital Contributions;
- F. Any assets remaining after the payments of the Members' Capital Contribution shall be distributed to the Members in accordance with the Members' Economic Interest.

Article IX

Miscellaneous Provisions

9.1 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 Member's association with the Company, any trade secrets or confidential information of the Company. 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 the public.

9.2 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year, which, initially, shall be the calendar year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the Code.

9.3 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 to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach of this Agreement or (ii) compelling the performance, of any obligation which, if not performed, would constitute a breach of this Agreement.

9.4 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given 3 business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

9.5 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed exclusively by the law of Ohio.

9.6 Jurisdiction and Venue. Any suit, action or other proceeding arising out of or based upon any dispute, claim, question or disagreement pertaining to this Agreement or the breach thereof, brought by the Company or any Member or their respective heirs, legal representatives, successors or assigns, shall be brought in the Court of Common Pleas for Lucas County, Ohio or the United States District Court for the Northern District of Ohio sitting in Toledo. The Members hereby irrevocably submit to the jurisdiction of the state courts of Ohio and to the jurisdiction of the United States District Court for the Northern District of Ohio for this purpose. The Members hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Member is not subject personally to the jurisdiction of the above-named courts, that the Member's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

9.7 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that the Member may have to maintain any action for partition with respect to the property of the Company.

9.8 Amendments. This Agreement may not be amended except by the affirmative vote 2/3 of Members.

9.9 Execution of Additional Instruments. Each Member agrees to execute such statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

9.10 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

9.11 Headings. The headings in this Agreement are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

9.12 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant, condition, restriction, term or provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

9.13 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

9.14 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

9.15 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained 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.

9.16 Rights of Creditors and Third Parties. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members and their successors and assigns. The Agreement is not intended for the benefit of any creditor of the Company or any other Person. Except, and only to the extent, provided by applicable statute, no such creditor or third party shall have any rights under the Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

9.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Article X

Definitions

As used herein, the following terms shall have the following meanings, unless the context otherwise specifies:

- A. "ACT" means Chapter 1705 of the Ohio Revised Code, relating to limited liability companies.
- B. "AGREEMENT" means this Operating Agreement, as it may be amended from time to time.
- C. "ARTICLES" means the Articles of Organization of the Company as filed with the Ohio Secretary of State, as the same may be amended from time to time.
- D. "CAPITAL ACCOUNT" as of any given date means each Member's Capital Contribution to the Company as adjusted, to the date in question, pursuant to Article II of this Agreement.
- E. "CAPITAL CONTRIBUTION" means cash, property, services rendered, promissory note, or other binding obligation to contribute cash or property or to perform services that a Member contributes to the Company in that Person's capacity as a Member.
- F. "CODE" means the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.
- G. "COMPANY" means {name of company}.
- H. "DISTRIBUTABLE CASH" means cash, revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such reserves as the Members deem reasonably necessary to the proper operation of the Company's business.
- I. "ECONOMIC INTEREST" means a Member's share of the profits and losses of the Company and the corresponding right to receive distributions from the Company, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members, and shall not include the right to require any information or account of the Company's transactions.

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J. "ECONOMIC INTEREST OWNER" means any owner of an Economic Interest who is not a Member.

K. "FISCAL YEAR" means the Company's fiscal year, which shall be the calendar year.

L. "MAJORITY IN INTEREST" remaining owning a majority in amount of Capital Accounts and a majority of the Members' Economic Interest.

M. "MEMBER" means a Person whose name appears on the records of the Company as the owner of an Ownership Interest (as hereinafter defined).

N. "OWNERSHIP INTEREST" means a Member's entire interest in the Company, including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member, including the right to participate in the management and affairs of the Company and the right to vote on, consent to and otherwise participate in any decision of the Members.

O. "PERSON" means any natural person; partnership, limited partnership, trust, estate, association, limited liability company or corporation; any custodian, nominee, trustee, executor, administrator, or other fiduciary; or any other individual or Entity in its own or any representative capacity.

P. "TREASURY REGULATIONS" includes temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

Executed and delivered effective _____, 200__.

MEMBERS:

Charles Glover

Charles Fox



Cliff Gaston

Arthur Allen

Mitch Lambert

Thomas MaCarthur

J. "ECONOMIC INTEREST OWNER" means any owner of an Economic Interest who is not a Member.

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O. "PERSON" means any natural person; partnership, limited partnership, trust, estate, association, limited liability company or corporation; any custodian, nominee, trustee, executor, administrator, or other fiduciary; or any other individual or Entity in its own or any representative capacity.

P. "TREASURY REGULATIONS" includes temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

Executed and delivered effective 2-6, 2003.

MEMBERS:



Charles Glover

Charles Fox

Cliff Gaston

Arthur Allen

Mitch Lambert

Thomas MaCarthur

information or account of the Company's transactions.

J. "ECONOMIC INTEREST OWNER" means any owner of an Economic Interest who is not a Member.

K. "FISCAL YEAR" means the Company's fiscal year, which shall be the calendar year.

L. "MAJORITY IN INTEREST" remaining owning a majority in amount of Capital Accounts and a majority of the Members' Economic Interest.

M. "MEMBER" means a Person whose name appears on the records of the Company as the owner of an Ownership Interest (as hereinafter defined).

N. "OWNERSHIP INTEREST" means a Member's entire interest in the Company, including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member, including the right to participate in the management and affairs of the Company and the right to vote on, consent to and otherwise participate in any decision of the Members.

O. "PERSON" means any natural person; partnership, limited partnership, trust, estate, association, limited liability company or corporation; any custodian, nominee, trustee, executor, administrator, or other fiduciary; or any other individual or Entity in its own or any representative capacity.

P. "TREASURY REGULATIONS" includes temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

Executed and delivered effective _____, 200__.

MEMBERS:

Charles Glover

Charles Fox

Cliff Gaston

Arthur Allen


Mitch Lambert


Thomas MacArthur

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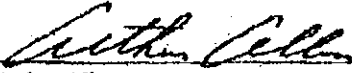
Executed and delivered effective 06 FEB, 2003

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Executed and delivered effective 2-6, 2003.

MEMBERS:



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Charles Fox

Cliff Gaston

Arthur Allen

Mitch Lambert

Thomas MaCarthur