OPERATING AGREEMENT

FOR

CAPITAL CITY COMPUTERS, LTD.,

An Ohio Limited Liability Company

**THIS OPERATING AGREEMENT** (***"Agreement"***) is made and entered into this 19th day of February, 2000, by and between **BARRON HENLEY**, (***"HENLEY"***); **PAUL J. UNGER**, (***"UNGER"***); and **JELSON INVESTMENTS, LTD.**, an Ohio limited liability company (***"JELSON"***), as members (individually, a "Member" and collectively, the "Members") of **CAPITAL CITY COMPUTERS, LTD.,** an Ohio Limited Liability Company (the ***"Company"***), who agree as follows:

# ORGANIZATION

## Formation.

The Company was organized as an Ohio Limited Liability Company pursuant to the Ohio Limited Liability Company Act (the "Act") by the filing of Articles of Organization (the "Articles") with the Ohio Secretary of State on February 19, 2000.

## Name.

The name of the Company shall be CAPITAL CITY COMPUTERS, LTD. The Company may also conduct its business under one or more assumed names.

## Purposes.

The purposes for which the Company is formed are to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

## Duration.

The Company shall continue in existence for a perpetual term, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

## Offices and Resident Agent.

The principal office of the Company shall be at 123 Maple Street, Columbus, Ohio 43215, or such other office within or without the State of Ohio as the Members may from time to time determine. The Registered Office and Resident Agent of the Company shall be as designated in the Articles or any amendment thereof.

## Definitions.

The terms set forth on Exhibit A shall have the meanings as set forth thereon when used in this Agreement.

# BOOKS, RECORDS AND ACCOUNTING

## Books and Records.

The Company shall maintain complete and accurate books and records of its business and affairs as required by the Act and such books and records shall be kept at Company's principal office. Each Member shall have complete access to all books and records of the Company at the Company's offices during normal business hours.

## Fiscal Year; Accounting.

The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be chosen by a Majority in Interest of the Class A Members.

## Capital Accounts.

The Company shall maintain a separate Capital Account for each Member. Each Member's Capital Account shall be increased by the Member's capital contributions and the Member's share of any Profits and items of income or gain of the Company. Each Member's Capital Account shall be decreased by distributions made to the Member and the Member's share of any Losses and items of expense or loss of the Company. In accordance with Section 1.704‑1(b)(2)(iv)(q) of the Treasury Regulations, each Member's Capital Account shall be adjusted in a manner that maintains equality between the aggregate of all of the Members' Capital Accounts and the amount of capital reflected on the Company's balance sheet as computed for book purposes.

# CAPITAL CONTRIBUTIONS

## Initial Capital Contributions.

### Each Member shall contribute to the capital of the Company the amounts set forth opposite such Member's name on Exhibit B.

### No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

## Additional Capital Contributions.

The Members shall contribute to the capital of the Company such amounts as the Manager may determine to be necessary or appropriate to conduct the business or carry out the purposes of the Company. Any such additional capital shall be contributed by the Members pro rata, in proportion to their Units, or on any other basis agreeable to them.

## Loans.

### If any Member (a "Declining Member") declines to contribute additional capital to the Company following a request for additional capital by the Manager pursuant to Section 3.2 above, then the other Members shall have the right, but not the obligation, to take whichever (if either) of the following actions that the Manager deems appropriate:

### Loan to the Company, in the ratios that the Percentage Interests of such other Members bear to each other or in any other ratios agreeable to them, the entire amount requested by the Manager. Any such loan(s) shall *(i)* be unsecured, unless all of such other Members agree otherwise, *(ii)* bear interest at 2% over the prime rate as publicly announced from time to time by the Bank, and *(iii)* be repayable from the first funds available to the Company.

### Contribute to the Company, in addition to the amounts requested of them, the amount requested of the Declining Member, in which case each Member's Percentage Interest shall be recalculated as a percentage equal to a fraction, the numerator of which is the sum of (a) the total amount of additional capital contributed by such Member following the Manager's call for capital (and prior to any call for capital in a subsequent year) and (b) the product of such Member's Percentage Interest (prior to the Manager's call for capital) and the Company's Net Book Value, and the denominator of which is the sum of (a) the total amount of additional capital contributed by all Members following the Manager's call for capital (and prior to any call for capital in a subsequent year) and (b) the Company's Net Book Value. "Net Book Value" means the excess of the Company's assets over the Company's liabilities as of the end of the month preceding such call for capital as determined by the Company's regular accountant in accordance with the Company's historical accounting practices, except that the Property shall be taken into account at its fair market value rather than its book value as of the end of such month. For this purpose, the Property's fair market value shall be presumed to equal ten (10) times the Company's "Cash Flow" for the year preceding the year of the call for capital. "Cash Flow" for any year shall mean the Company's earnings before depreciation, interest and income taxes (if any) for such year as reported in the Company's audited financial statements for such year.

### If the Percentage Interests of the Members are re-adjusted pursuant to Section 3.3(c) above, then *(i)* the book value of the Property shall also be adjusted pursuant to Section 1.704-1(b)(2)(iv)(f) to equal its fair market value as determined pursuant to Section 3.3(c) above, *(ii)* the Capital Accounts of all Members shall be adjusted simultaneously as though the Company recognized a gain or loss equal to the amount of the adjustment to the book value of the Property, and *(iii)* for purposes of determining the Company's Profits and Losses allocable under Section 4.1 hereof, (A) depreciation of the Property, determined by reference to such fair market value in accordance with Section 1.704-1(b)(2)(iv)(g)(3) of the Treasury Regulations, shall be taken into account in lieu of the depreciation allowable for tax purposes, and (B) on sale or other disposition of the Property, gain or loss, determined by reference to such fair market value (less depreciation determined by reference to such fair market value), shall be taken into account in lieu of the gain or loss realized for tax purposes.

# ALLOCATIONS AND DISTRIBUTIONS

## Allocations of Profit and Loss.

### After giving effect to the allocations set forth in Sections 4.1(b) through 4.1(f) hereof, Profit and Loss for any fiscal year shall be allocated among the Members so that the Capital Account of each Member, increased by such Member's "share of partnership minimum gain" and "share of partner nonrecourse debt minimum gain" (as so increased, a Member's Capital Account is hereinafter referred to as such Member's "Augmented Capital Account"), is, as nearly as possible, positive in an amount equal to the cash the Company would distribute to such Member if *(i)* the Company liquidated by selling all of its properties for the values at which they are carried on the Company's balance sheet as computed for book purposes (within the meaning of Section 2.3 hereof); *(ii)* the proceeds of such sales, and any other cash of the Company, were used to satisfy the Company's debts in accordance with, and to the extent required by, their terms; and *(iii)* the Company distributed any remaining cash to the Members pursuant to Section 4.2 hereof; provided, however, that no Loss shall be allocated to any Member for any fiscal year to the extent that such Loss would create or increase a deficit in such Member's Adjusted Augmented Capital Account (as hereinafter defined).

### After giving effect to the allocations set forth in Sections 4.1(c) through 4.1(f) hereof, items of gross income and gain shall be allocated to each Member in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in such Member's Adjusted Augmented Capital Account to the extent that such deficit is created or increased by any unexpected adjustments, allocations or distributions described in Section 1.704‑1(b)(2)(ii)(d) (4)‑(6) of the Treasury Regulations. This Section 4.1(b) and the proviso of Sections 4.1(a) are intended to comply with the "alternate test for economic effect" in Section 1.704‑1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

### If, for a fiscal year, there is a net decrease in "partner nonrecourse debt minimum gain," then each Member shall be allocated items of gross income or gain equal to such Member's share of such net decrease, determined under Section 1.704‑2(i) of the Treasury Regulations. However, in accordance with Section 1.704‑2(i)(4) of the Treasury Regulations, the preceding sentence shall not apply to the extent that the net decrease in "partner nonrecourse debt minimum gain" results from *(i)* a capital contribution from such Member which is used to pay a liability of the Company; or *(ii)* a refinancing or lapse of a guarantee of, or any other change in, a liability of the Company that causes such liability to become partially or wholly a "nonrecourse liability."

### If, for a fiscal year, there is a net decrease in "partnership minimum gain," then each Member shall be allocated items of income and gain equal to such Member's share of such net decrease, determined in accordance with Sections 1.704‑2(f) and 1.704‑2(g) of the Treasury Regulations. However, in accordance with Section 1.704‑2(f)(2) of the Treasury Regulations, the preceding sentence shall not apply to the extent that the net decrease in "partnership minimum gain" results from *(i)* a capital contribution from such Member which is used to pay a liability of the Company; or *(ii)* a refinancing or guarantee of, or any other change in, a liability of the Company that causes such liability to become partially or wholly a "partner nonrecourse debt" for which such Member bears the economic risk of loss.

### "Partner nonrecourse deductions" for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the "partner nonrecourse debt" to which such "partner nonrecourse deductions" are attributable in accordance with Section 1.704‑2(i)(l) of the Treasury Regulations.

### For purposes of this Section 4.1:

#### "Adjusted Augmented Capital Account" means, with respect to any Member as of the end of any fiscal year, such Member's Augmented Capital Account *(i)* reduced by those anticipated allocations, adjustments and distributions described in Section 1.704‑1(b)(2)(ii)(d)(4)‑(6) of the Treasury Regulations; and *(ii)* increased by the amount of any deficit in such Member's Capital Account that such Member is deemed obligated to restore under Section 1.704‑1(b)(2)(ii)(c) of the Treasury Regulations as of the end of such fiscal year.

#### All terms set off in quotation marks shall have the meanings ascribed to them in Section 1.704‑2 of the Treasury Regulations.

#### "Profit" and "Loss" each means, for each fiscal year of the Company or other period, the Company's profit or loss (as determined for purposes of preparing the Company's balance sheet for book purposes within the meaning of Section 2.3 hereof), computed without taking into account any items of income, gain, expense or loss allocated pursuant to Section 4.1(b), 4.1(c), 4.1(d), or 4.1(e) hereof.

### It is intended that the amount to be distributed to a Member pursuant to Section 7.2 of this Agreement shall equal the amount such Member would receive if liquidation proceeds were instead distributed in accordance with Section 4.2 of this Agreement. This intended distribution amount for a Member is referred to as such Member's "Targeted Distribution Amount". Notwithstanding any preceding provision to the contrary in this Section 4.1, if upon a termination and liquidation of the Company, any Member's ending Capital Account balance immediately prior to the distributions to be made pursuant to Section 7.2 of this Agreement would otherwise be less than such Member's "Targeted Distribution Amount", then, for such fiscal year and, to the extent amended tax returns can be filed, for prior fiscal years of the Company, such Member shall be specially allocated items of income or gain for such years, and items of loss or deduction for such years shall be allocated away from such Member to the other Members, until Profit or Loss for the year(s) of termination and liquidation of the Company can be allocated so as to cause such Member's actual Capital Account balance to equal the Targeted Distribution Amount for such Member (and such Profit or Loss shall be so allocated).

### Anything contained in this Section 4.1 to the contrary notwithstanding, the allocation of Profit, Loss and items of income, gain, expense or loss for any fiscal year of the Company during which a person acquires a Membership Interest shall take into account the Members' varying interests in the Company for such fiscal year pursuant to any method permissible under Section 706 of the Code that is selected by the Members.

## Distributions.

### Prior to any assignment of any of their Membership Interests, all Members shall have equal interests in the Company. Each of the Members desire to transfer some of his interest in the Company to Joe Investor (the "Assignee"). In order to facilitate each such transfer, the Membership Interest of each of the Original Parties shall be bifurcated, such that each of the Original Parties is entitled to receive from the Company *(i)* a return of capital, by way of distribution from proceeds of sale or refinancing of the Property, in an amount equal to one-third of the Property's current fair market value, *(ii)* a fixed return on capital by way of additional distributions calculated in the same manner as interest at the rate of 9% on such amount and *(iii)* one-third of all other distributions from the Company ("Residual Distributions").

### The Excess Operating Cash of the Company shall be distributed at such times as the Manager shall determine. The Excess Operating Cash, when so distributed, shall be distributed to the Members in the following order of priority:

#### first, to the Original Parties, to the extent of their Preferred Returns, and

#### the balance, if any, to all of the Members pro rata, based on their Applicable Percentages.

### "Excess Operating Cash" means the excess, if any, of *(i)* the amount of all cash and cash equivalent assets of the Company except any Net Sale or Refinancing Proceeds (as defined in Section 3.3(d) below) over *(ii)* the aggregate of any amounts that the Manager decides to retain in the Company (‑A‑) as reserves to pay expenses and meet obligations of the Company (other than expenses or obligations payable from proceeds of a sale or refinancing as set forth in Section 3.3(d) below), or (‑B‑) for future investment in accordance with the purposes of the Company.

### "Net Sale or Refinancing Proceeds" means the proceeds of:

#### The sale or other disposition of any property of the Company, less the expenses of such sale or other disposition and less the portion of such proceeds used to discharge any indebtedness of the Company;

#### Any borrowing secured by mortgage on any property of the Company, less the expenses of such borrowing and less the portion of such proceeds used to discharge any other indebtedness of the Company; and

#### Any policy(ies) of fire and extended coverage insurance covering any property of the Company, less the portion of such proceeds used to discharge any indebtedness of the Company and less the portion of such proceeds used for the repair, replacement or reconstruction of such property and/or to construct or acquire other property.

### Unless the Manager decides to retain Net Sale or Refinancing Proceeds within the Company for investment or other purposes, the Manager shall distribute such Net Sale or Refinancing Proceeds in the following manner and order of priority:

### First, to the Original Parties (divided equally among them), to the extent of any accrued Preferred Return not previously distributed to them;

#### Then, to the Original Parties (divided equally among them), to the extent that their capital contributions have not been returned to them pursuant to this Section 3.3(e)(2); and

#### The balance, if any, among all of the Members, apportioned among them pro rata, based on their Applicable Percentages.

#### "Preferred Return" means an amount equal to eight (8%) percent per annum of so much of the Original Parties' capital contributions as have not been returned to them. The Preferred Return shall not be compounded. The Preferred Return shall be cumulative, such that if the Excess Operating Cash with respect to any period shall be insufficient to cover the full amount of the Preferred Return for such period, then the unpaid portion of the Preferred Return for such period shall be carried forward to and shall be paid out of, and to the extent of, the first available Excess Operating Cash or Net Sale or Refinancing Proceeds.

### For purposes of the foregoing Section, the capital contributions of the Original Parties shall be deemed to be the value of the Company's capital (assets minus liabilities) on the date hereof, which the parties agree is One Hundred Thousand Dollars ($100,000.00). For this purpose, the Company's liabilities include *(i)* all land contract indebtedness (principal and interest) to the vendor of the Property and *(ii)* all amounts payable to third parties for work performed in connection with the acquisition, rezoning, leasing, etc. of the Property.

### The Excess Cash of the Company shall be distributed to the Members at such times as the Manager shall determine.

### As used in this Agreement, "Excess Cash" means *(i)* all cash and cash equivalent assets of the Company, less *(ii)* any Reserves.

# ASSIGNMENT OF MEMBERSHIP INTERESTS

## Restrictions on Transfer.

No Member shall be permitted to sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise dispose of such Member's Membership Interest, other than to another Member, a descendant of a Member, a trust for the benefit of one or more of a Member or a descendant of a Member or, if the Member is a Trust, to the beneficiary of such Trust, except with the written consent of a Majority in Interest of all of the other Class A Members. Any attempted disposition of a Member's Membership Interest, or any portion thereof, in violation of the preceding sentence is null and void ab initio and the Company shall not be obligated to recognize any such attempted disposition.

## Buy-Sell.

### A Member wishing to sell his Membership Interest other than in accordance with Section 5.2 above may not do so without first making an offer to sell such Membership Interest to the other Members in the manner described below.

### In the event that any Member shall receive a bona fide offer to sell his Membership Interest from a third party, such Member shall promptly notify all other Members in writing of the terms of such bona fide third party offer. The remaining Members may elect to purchase the Membership Interest for which the bona fide third party offer has been made upon the same terms as the bona fide third party offer by providing the selling Member with written notice of such election within thirty (30) days of notice of the terms of the bona fide third party offer. In the event that more than one Member desires to exercise such right to purchase, then the portion of the Membership Interest each will purchase shall be computed by dividing the Applicable Percentage of each purchasing Member by the total Applicable Percentages of all purchasing Members and multiplying the result by the Applicable Percentage being sold by the selling Member.

### In the event that the remaining Members do not elect to purchase all of the Membership Interest of the selling Member covered by the terms of the bona fide third party offer, then the selling Member may, following the expiration of the term of the right of first refusal, proceed with the sale of the Membership Interest to the third party. If any sale to a third party is not consummated within forty-five (45) days after the expiration of the thirty (30) day period mentioned in Section 5.2 above, the sale of the Membership Interest shall again become subject to the terms of Section 5.2 above.

### In the event that an assignee who has not been admitted to the Company wishes to sell the Membership Interest assigned to him, he shall first offer the same to the Member(s) who assigned such Membership Interest to him, in the same manner as a Member wishing to sell his Membership Interest must first offer the same to the other Members, and otherwise in accordance with the principles of the preceding provisions of this Section 5.2 above.

### Any purchaser of a Membership Interest transferred in accordance with Section 5.2 above shall be admitted to the Company as a Member in respect of such Membership Interest, and each Member hereby consents to the admission of such purchaser to the Company, in the place and stead of the seller, provided that the purchaser delivers to the other Members a document under the terms of which the purchaser agrees to be bound by, and to perform the provisions of, this Agreement.

## Admission of Substitute Members.

An assignee of a Member's Membership Interest shall be admitted as a substitute member and shall be entitled to all the rights and powers of the assignor, provided that *(i)* a Majority in Interest of the other Class A Members consent to the admission of such assignee as a substitute member and *(ii)* the assignee accepts, adopts, approves and agrees, in writing, to be bound by all of the terms and provisions of this Agreement. If admitted, the assignee, as a substitute member, shall have, to the extent assigned, all of the rights and powers, and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assignor shall not thereby be relieved of any of its unperformed obligations to the Company.

## Withdrawal.

Subject to the other provisions of this Article V, each Member agrees not to withdraw from the Company without the consent of the Manager. If a Member withdraws in violation of this provision, then *(i)* such Member's Membership Interest shall be forfeited and such Member shall cease to have any interest in, or rights with respect to, the Company; and *(ii)* such Member shall be liable for its unperformed obligations to the Company and any damages caused by its withdrawal.

## Dissolution, etc. of a Member.

### Upon the insolvency or bankruptcy of a Member (a "Disabled Member"), then the Company shall purchase, and the Disabled Member or his or its estate or other successor in interest ("Successor") shall sell, the Disabled Member's entire Membership Interest in, and any loans from the Disabled Member to, the Company for the price and on terms hereinafter set forth in this Section 5.4(b), unless the remaining Member (or, if there is, at such time, more than one remaining Member, then a Majority in Interest of the remaining Members) agrees to admit the Disabled Member's Successor to the Company as a substitute member. If the remaining Member (or, if there is, at such time, more than one remaining Member, then a Majority in Interest of the remaining Members) agrees to admit the Disabled Member's Successor to the Company as a substitute member, but the Disabled Member's Successor refuses to be so admitted, then the Disabled Member shall be deemed to have withdrawn from the Company, and the provisions of Section 5.3 shall apply.

### If the Disabled Member or his or its Successor and the other Members cannot agree on the purchase price for the Disabled Member's Membership Interest in, and loans to, the Company, then such purchase price shall be determined by an appraiser selected by the parties or, if the parties cannot agree on an appraiser, then by an appraiser selected by the Company's regular accountant, and such purchase price shall be determined as of the date of insolvency or bankruptcy of the Member whose Membership Interest is being purchased and shall take into account the lack of marketability and the voting rights of the Disabled Member.

### The closing of the purchase of a Membership Interest pursuant to Section 5.4 hereof shall take place on the business day which is (or is nearest to) 150 days from the date of the Disabled Member's insolvency or bankruptcy. At the closing, the following shall occur:

#### The purchase price for the Membership Interest shall be paid to the seller in immediately available funds in a location designated by the seller, at the option of the purchaser, in up to five equal annual installments including interest at the applicable federal rate for mid-term obligations with the first installment due at the closing and the subsequent installments due at the first, second, third and fourth anniversary of the date of closing, respectively.

#### The seller shall execute and deliver to the purchaser an assignment of the Membership Interest and such other documents, in form and substance satisfactory to the purchaser, as may be necessary to assign and transfer the Membership Interest to the purchaser.

# MANAGEMENT

## Management.

### The business and affairs of the Company shall be managed by a manager within the meaning of the Act (the "Manager"). Initially, the Manager shall be BARRON K. HENLEY. The Manager may resign upon the giving of at least 30 days' advance written notice to the Members. In the event of the death, incompetency or resignation of the Manager, a Majority in Interest of the Class A Members shall elect a replacement.

### General Powers of Manager. Subject to policies established, by and the superintending control of, a Majority in Interest of the Class A Members and except as may otherwise be provided in this Agreement, the ordinary and usual decisions concerning the business and affairs of the Company shall be made by the Manager and the Manager shall have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money and incur liabilities and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) obtain insurance covering the business and affairs of the Company and its property and the lives and well being of its employees and agents; (h) commence, prosecute or defend any proceeding in the Company's name, and (i) participate with others in partnerships or joint ventures.

## Limitations.

Notwithstanding the foregoing and any other provision contained in this Agreement to the contrary, no act shall be taken, sum expended, decision made, obligation incurred or power exercised by the Manager on behalf of the Company except with the vote of a Majority in Interest of the Class A Members with respect to (a) the sale, exchange, lease or other transfer of all or substantially all of the assets and property of the Company other than in the ordinary course of business; (b) any merger or dissolution of the Company; (c) any transaction involving an actual or potential conflict of interest between the Manager and the Company or (d) any amendment or restatement of the Articles.

## Standard of Care; Liability.

Every Member shall discharge his or its duties as a Member in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner he or it reasonably believes to be in the best interests of the Company. No Member, directly or indirectly, shall enter into any agreements with the Company, whether such agreements benefit the Company or the other Members, without the prior approval of the Manager. A Member shall not be liable for monetary damages to the Company for any breach of any such management duties, except for receipt of a financial benefit to which the Member is not entitled, voting for or assenting to a distribution to Members in violation of this Agreement or the Act or a knowing violation of the statute.

## Competition.

Each Member shall have the right to engage in any other business and to compete with the business of the Company, and neither the Company nor any other Member shall have any rights or claims on account of such activities.

# DISSOLUTION AND WINDING UP

## Dissolution.

### The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

### at any time specified in the Articles or this Agreement;

### upon the happening of any event specified in the Articles or this Agreement as causing a dissolution; or

### the decision of the Manager to dissolve the Company.

## Winding Up.

### Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and the liquidation of its assets. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of the Company's debts, liabilities and obligations and then to Members in accordance with their Capital Account balances. Such proceeds shall be paid to such Members within ninety (90) days after the date of winding up.

# MISCELLANEOUS PROVISIONS

## Indemnification.

Except as otherwise provided in the Act, the Company shall indemnify, defend and hold harmless a Member from any claim or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon such Member by reason of any act performed for or on behalf of the Company or in furtherance of the Company's business, or any omission to act, except for acts and omissions that constitute willful misconduct, fraud, bad faith or improper distributions to the extent set forth in the Act.

## Terms.

Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

## Article Headings.

The Article headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

## Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

## Entire Agreement.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, among the parties hereto with respect to the subject matter hereof.

## Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

## Amendment.

This Agreement may only be amended by unanimous written consent of a Majority in Interest of the Class A Members and a Majority in Interest of the Class B Members.

## Notices.

Any notice permitted or required under this Agreement shall be conveyed in writing to the party at the address reflected under the signature of such party or at such other address as a party may provide pursuant to a notice given to the other parties hereunder and will be deemed to have been given, when deposited in the United States mail, postage prepaid, or when delivered in person, or by courier or by facsimile transmission.

## Binding Effect.

Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

## Governing Law.

This Agreement is being executed and delivered in the State of Ohio and shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

**IN WITNESS WHEREOF,** the parties hereto make and execute this Operating Agreement as of the date first above written.

**JELSON INVESTMENTS, LTD.,**

**an Ohio limited liability company**

By:

**JENNIFER MCBEAL**,

Its:Vice President

500 E. Main St.

Columbus

By:

**SANDRA JOHNSON**,

Its:CEO

500 E. Main St.

Columbus

**BARRON HENLEY**

1613 Slade Ave.

Columbus, OH 43215

**PAUL J. UNGER**

1202 Neil Avenue

Columbus, OH 43201

**EXHIBIT A**

1. ***"Adjuste******d Augmented Capital Account"*** has the meaning specified in Section 4.1(f)(1) hereof.
2. ***"Affiliate"*** of a person is *(i)* any person who, directly or indirectly, controls, is controlled by or is under common control with such person; *(ii)* if such person is an entity, any officer, director, manager or trustee; or *(iii)* any person who is an officer, director, manager or trustee, or who, directly or indirectly, controls, is controlled by or is under common control with any person described in clauses *(i)* or *(ii)* of this sentence. For the purposes of this definition, the term "control" means to own or to have power to vote or direct the vote of at least fifty percent (50%) of the outstanding voting securities of another person.
3. ***"Bankruptcy"*** shall mean the filing of a bankruptcy petition or similar petition for relief from creditors in federal, state or bankruptcy court; provided that if a petition is not filed by or on behalf of the debtor and is dismissed within ninety (90) days after filing, no bankruptcy shall be deemed to have occurred. A bankruptcy shall be deemed to have occurred upon the filing of a petition by or on behalf of the debtor or upon the expiration of the ninety (90) day period described in the preceding sentence in the case of a petition not filed by or on behalf of the debtor and not dismissed within such period.
4. ***"Class A Unit"*** shall mean a unit of Class A Membership Interest representing a voting interest in the Company.
5. ***"Class B Unit"*** shall mean a unit of Class B Membership Interest representing a non-voting interest in the Company.
6. ***"Code"*** means the Internal Revenue Code of 1986, as amended.
7. ***"Disabled Member"*** has the meaning specified in Section 5.4(a) hereof.
8. ***"Excess Cash"*** has the meaning specified in Section 4.2(b) hereof.
9. ***"Family"*** means, with respect to an individual, his or her ancestors, siblings and descendants.
10. ***"Incompetency"*** means, with respect to an individual, a final determination or order by a court of competent jurisdiction that such individual is unable to manage his or her property and affairs.
11. ***"Loss"*** has the meaning specified in Section 4.1(f)(3) hereof.
12. ***"Majority in Interest"*** of any Class of Members shall mean those Members holding a majority of the Units of that Class.
13. ***"Manager"*** shall mean BARRON K. HENLEY or his successor as provided in Section 6.1.
14. ***"Member" and "Members"*** have the respective meanings specified in the introductory paragraph to this Agreement.
15. ***"Membership Interest"*** shall mean all of the right, title and interest of a Member (in his capacity as a member of the Company within the meaning of the Act) in and to the Company.
16. ***"Profit"*** has the meaning specified in Section 4.1(f)(3) hereof.
17. ***"Reserves"*** means any amounts that a Majority in Interest of the Class A Members decides to retain in the Company (-A-) as reserves to pay expenses and meet obligations of the Company or (-B-) for future investment in accordance with the purposes of the Company.
18. ***"Successor"*** has the meaning specified in Section 5.4(a).
19. ***"HENLEY"*** has the meaning set forth in the introductory paragraph of this Agreement.
20. ***"JELSON"*** has the meaning set forth in the introductory paragraph of this Agreement.
21. ***"UNGER"*** has the meaning set forth in the introductory paragraph of this Agreement.

**EXHIBIT B TO**

**CAPITAL CITY COMPUTERS, LTD.**

**OPERATING AGREEMENT**

Members Contributions % Units Class

Henley $10,000.00 33.33% 100.0 Class A

Unger $5,000.00 16.67% 50.0 Class B

Jelson $15,000.00 50.00% 150.0 Class A

TOTALS: $30,000.00 100.00% 300.0