

OPERATING AGREEMENT

This Operating Agreement of STEINMANN FOUNDATION PROPERTIES LLC, a limited liability company organized pursuant to the Act, is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

Recitals

The parties have agreed to organize and operate a limited liability company under the laws of the State of Ohio in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

Section I Defined Terms

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

1.1 ACT means the Ohio Limited Liability Company Act, Ohio Revised Code Chapter 1705 as amended from time to time.

1.2 ADJUSTED CAPITAL ACCOUNT DEFICIT means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2 or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and

(ii) the deficit shall be increased by the items described in Regulation Section 1.704-1(b)(2)(ii)-(d)(4), (5), and (6).

1.3 AFFILIATE means, with respect to any Member, any Person: (i) that owns more than 80% of the voting interests in the Member; or (ii) in which the Member owns more than 80% of the voting interests; (iii) in which more than 80% of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above.

1.4 AGREEMENT means this Agreement, as amended from time to time.

1.5 CAPITAL ACCOUNT means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's distributive share of Profit, and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the amount of any liabilities of the Interest Holder assumed by the Company (or which are secured by property contributed by the Interest Holder to the Company), the Interest Holder's distributive share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Membership Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Membership Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

1.6 CAPITAL CONTRIBUTION means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

1.7 CASH FLOW means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the members. Cash Flow shall be increased by the reduction of any reserve previously established.

1.8 CODE means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

1.9 COMPANY means the limited liability company formed in accordance with this Agreement.

1.10 EFFECTIVE DATE means the date that the Article of Organization are filed with the Ohio Secretary of State, i.e. August 27, 2012.

1.11 INTEREST HOLDER means any Person who holds an Interest, whether as a Member or an unadmitted assignee of a Member.

1.12 INVOLUNTARY WITHDRAWAL means, with respect to any Member, the occurrence of any of the events set forth in Section 1705.15(C) through (J) of the Act.

1.13 MEMBER means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

1.14 MEMBERSHIP INTEREST means an Interest Holder's share of the Profits and Losses of, and the right to receive distributions from, the Company.

1.15 MEMBERSHIP RIGHTS means all of the rights of a Member in the Company, including a Member's: (i) Membership Interest; and (ii) the rights granted to members under this Agreement or under the Act.

1.16 MINIMUM GAIN has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

1.17 NEGATIVE CAPITAL ACCOUNT means a Capital Account with a balance of less than zero.

1.18 PERCENTAGE means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Membership Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Membership Interest

1.19 PERSON means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

1.20 POSITIVE CAPITAL ACCOUNT means a Capital Account with a balance greater than zero.

1.21 PROFIT and LOSS means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit of Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

1.22 REGULATION means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

1.23 OSOS means the Ohio Secretary of State.

1.24 TRANSFER means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment or other transfer, and when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

1.25 VOLUNTARY WITHDRAWAL means a Member's dissociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

Section II

Formation and Name; Office; Purpose; Term

2.1 *Organization.* The parties hereby organize a limited liability company pursuant to the Act and the provision of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed and filed with OSOS on the Effective Date.

2.2 *Name of the Company.* The name of the Company shall be STEINMANN FOUNDATION PROPERTIES LLC. The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name certificate as required by law.

2.3 *Purpose.* The Company is organized solely to own and sell rental properties, as well as any lawful act or activity for which a limited liability company may be formed in Ohio.

2.4 *Term.* The term of the Company began upon the filing of the Articles of Organization with OSOS and shall continue in existence for an unlimited time in perpetuity, unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.5 *Principal Office.* The principal office of the Company shall be located at 2011 Madison Road, Cincinnati, Ohio 45208 or at any other place within the State of Ohio upon which the Members (by majority vote of Percentages) agree in writing.

2.6 *Statutory Agent.* The name and address of the Company's statutory agent in the State of Ohio shall be Hugh K. Campbell, Esq., CPA, CVA, 2011 Madison Road, Cincinnati, Ohio 45208.

2.7 *Members.* The name and present mailing address, and Percentage of each Member are set forth on Exhibit A.

Section III Members; Capital; Capital Accounts

3.1 *Initial Capital Contributions.* Upon the execution of this Agreement, the Members shall contribute to the Company as set forth opposite their respective names on Exhibit A.

3.2 *No Additional Capital Contributions Required.* No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligations of the Company, unless otherwise agreed by a unanimous vote of Percentages in writing.

3.3 *No Interest on Capital Contributions.* Interest Holders shall not be paid interest on their Capital Contributions.

3.4 *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5 *Form of Return of Capital.* If an Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Interest Holder in return of the Capital Contribution.

3.6 *Capital Accounts.* A separate Capital Account shall be maintained for each Interest Holder.

3.7 *Loans.* Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

Section IV Profit, Loss, and Distributions

4.1 *Distributions of Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders in proportion to their Percentages by a majority vote of Percentages. Absent such a majority vote of Percentages, cash flow shall be retained by the Company.

4.2 *Allocation of Profit or Loss.* After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.3 *Regulatory Allocations.*

4.3.1 *Qualified Income Offset.* No Interest Holder shall be allocated Losses or Deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or Deduction (or item thereof) or (2) any distribution which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2 *Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be

made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3 *Contributed Property and Book-Ups.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.3.4 *Code Section 754 Adjustment.* To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5 *Nonrecourse Deductions.* Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6 *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7 *Guaranteed Payments.* No compensation shall be paid, directly or indirectly, to any Member by the Company whether as guaranteed payment or salary unless approved by a majority of the Interest Holders.

4.3.8 *Unrealized Receivables.* If an Interest Holder's Interest is reduced (provided the reduction does not result in a complete termination of the Interest Holder's

Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the General Manager.

4.3.9 *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.4 *Liquidation and Dissolution.*

4.4.1 If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Sections 4.1 or 4.2, if any, and distributions, if any, of cash or property, pursuant to Section 4.1.

4.4.2 No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5 *General.*

4.5.1 Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Members holding a majority of the Percentages.

4.5.2 If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to section 4.4.

4.5.3 All Profit and Loss shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary non-recurring items of the Company.

4.5.4 The Members holding a majority of the Percentages are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V

Management: Rights, Powers, and Duties

5.1 *Management.* The Company shall be managed by the Members. Except as otherwise provided in this Agreement, each Member shall have the right to act for and bind the Company in the ordinary course of its business.

5.2 *Meetings of and Voting by Members.*

5.2.1 A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his or her duly authorized attorney in fact.

5.2.2 Except as otherwise provided in this Agreement, wherever this Agreement requires the approval of the Member, the affirmative vote of the Members holding a majority or more of the Percentages then held by Members shall be required to approve the matter.

5.2.3 In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority of the Percentages then held by Members.

5.2.4 Except as otherwise provided in this Agreement, wherever the Act requires unanimous consent to approve or take any action, that consent shall be given in writing and, in all cases, shall mean, rather than the consent of all Members, the consent of the Members holding eighty-five (85%) percent or more of the Percentages then held by Members.

5.3 *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 compensation for services performed for the Company..

5.4 *Duties of Parties.*

5.4.1 Each Member shall devote such time to the business and affairs of the Company as is necessary to carry out the Member's duties set forth in this Agreement.

5.4.2 Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to their respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities or any other Member or the Member's Affiliates.

5.4.3 Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.5 *Liability and Indemnification.*

5.5.1 A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

5.5.2 The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

Section VI

Transfer of Interests and Withdrawals of Members

6.1 *Transfers.* Without unanimous written consent of all Members, no Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.2 *Voluntary Withdrawal.* No Member shall have the right or power to Voluntarily Withdraw from the Company

6.3 *Involuntary Withdrawal.* Except as provided for elsewhere herein, immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become pass to an Interest Holder but shall not become a Member. If the Company is continued as provided in Section 7.1.3, the successor Interest Holder shall have all the rights of an Interest Holder but the Company shall have the option to liquidate the Membership Interest, by paying to the Interest Holder the fair market value of the Member's Membership Interest as of the date the Member involuntarily withdrew from the Company.

6.4 *Death of a Member with TOD.* With unanimous written consent of all Members at such time and to the extent transfer on death beneficiary designation is allowed pursuant to the Ohio Revised Code or any other controlling law, a Member may designate his/her Membership Interest to be transfer on death (TOD) to another person or entity, and the beneficiary of such designation shall become a Member immediately upon the death of the designating Member.

Section VII

Dissolution, Liquidation and Termination of the Company

7.1 *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1 when the period fixed for its duration in Section 2.4 has expired;

7.1.2 upon the unanimous written agreement of the Members; or

7.1.3 upon the occurrence of an Involuntary Withdrawal, unless the remaining Members, within ninety (90) days after the event or occurrence of the Involuntary Withdrawal, unanimously elect to continue the business of the Company pursuant to the terms of this Agreement.

7.2 *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

7.3 *Filing of Articles of Cancellation.* If the Company is dissolved, the Members shall promptly file a Certificate of Dissolution with OSOS. If there are no remaining Members, the Certificate shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Certificate shall be filed by the legal or personal representatives of the Person who last was a Member.

Section VIII Books, Records, Accounting, and Tax Elections

8.1 *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 *Books and Records.* The Members shall keep or cause to be kept complete and accurate books and records of the Company, including all such documentation required by Section 1705.28(A). The books and records shall be maintained in accordance with sound accounting principles and practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

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

8.4 *Reports.* Within seventy-five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within seventy five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest

Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.5 *S Election.* The Members may unanimously agree to execute and file documents to enable the Company to elect and maintain an S election for tax purposes, and in accordance with Code Section 1361, further covenant and agree that the Company and the Members, in such case, shall thereafter maintain its tax accounting in conformity with such election and the following criteria in order to continue the Company's S election which shall include but is not limited to:

8.5.1 The Company shall not have more than one hundred (100) Members.

8.5.2 All Members must be (i) individuals who are not nonresident aliens; (ii) trusts or estates that meet the criteria set forth in Code Section 1361(c), (d) or (e); or (iii) an organization described in Code Section 401(a) or 501(c)(3) which is exempt from tax under Code Section 501(a).

8.5.3 The Company shall have only one (1) class of ownership.

8.5.4 The Company and the Members shall comply with all other applicable provisions contained in Subchapter S of the Code, the Regulations thereunder and all other IRS rulings, cases, etc. that govern the Company's ability to retain its S election.

Section IX General Provisions

9.1 *Assurances.* Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Percentages unanimously deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the

others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

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 or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4 *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, conditions, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent one hundred (100%) percent of the Members. [Oral Agreements which purport to amend this agreement shall not be enforceable.]

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 by the internal law, not the law of conflicts, of the State of Ohio.

9.6 *Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit or describe the scope this Agreement or the intent of the provisions hereof.

9.7 *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8 *Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the State of Ohio, the county where the Company maintains its principal place of business. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

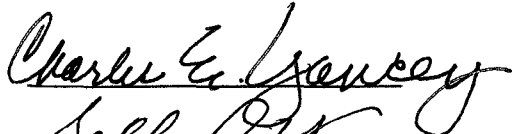
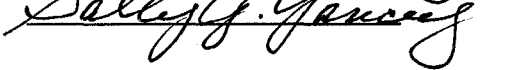
9.9 *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.10 *Severability of Provisions.* Each provision of this Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11 *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

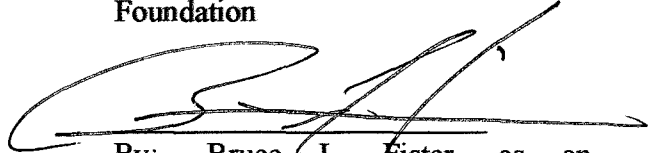
IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

WITNESSED:

MEMBER:

Robert & Christine Steinmann Family
Foundation



By: Bruce L. Fister, as an
authorized Director

9/6/2012

This document was drafted by Hugh K. Campbell, Attorney at Law and Certified Public Accountant, whose office is located at Hugh K. Campbell, P.S.C., 2011 Madison Road, Cincinnati, Ohio 45208
Tel. (513) 762-5126

EXHIBIT A
to
STEINMANN FOUNDATION PROPERTIES LLC
Operating Agreement

| <u>Members</u> | <u>Initial Capital Contribution</u> | <u>Percentage Interest</u> |
|---|---|--------------------------------|
| Robert & Christine Steinmann Family Foundation | * See below. | 100 % |

The Member's interest in the Hamilton County, Ohio properties located at 7859 Harrison Avenue (parcel ID 593-0003-0021-00), 7857 Harrison Avenue (parcel ID 593-0003-0055-00), and 7849 Harrison Avenue (Parcel ID 593-0003-2259-00).