



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/07/2001	200134002552	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

KEVIN M FERGUSON, ATTY
5217 MONROE ST. STE. A
PO BOX 23156
TOLEDO, OH 43623

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell****1277169**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AIMCO MANUFACTURING, LTD.

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200134002552

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 6th day of December,
A.D. 2001.

J. Kenneth Blackwell
Ohio Secretary of State

ARTICLES OF ORGANIZATION

2001 DEC -6 PM 1:41

(Under Section 1705.04 of the Ohio Revised Code)
Limited Liability Company

The undersigned, desiring to form a limited liability company under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

FIRST: The name of said limited liability company shall **AIMCO Manufacturing, LTD.**

SECOND: The limited liability company shall exist for the period of time commencing September 10, 2001 and shall continue in existence for one year, or for such additional period of time as is necessary to wind up the affairs of the company.

THIRD: The address to which interested persons may direct requests for copies of any Operating Agreement and any Bylaws of this limited liability company is:

726 Farnsworth

(street or post office box)

Waterville

(city, village or township)

Ohio

(state)

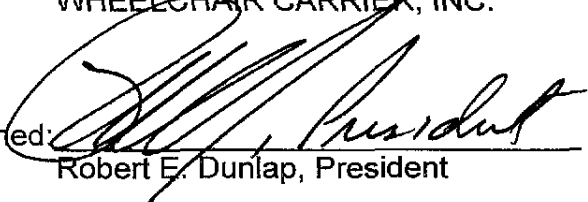
43566

(zip code)

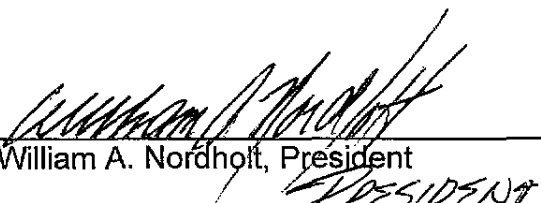
FOURTH: Purpose : To engage in the business of designing, manufacturing, producing and marketing mechanical lift assist equipment, and any and all other lawful purposes.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names, this 10th day of September, 2001.

WHEELCHAIR CARRIER, INC.

Signed: 

Robert E. Dunlap, President

AMERICAN INDUSTRIAL
MANIPULATOR CORPORATIONSigned: William A. Nordholt, President
PRESIDENT

ORIGINAL APPOINTMENT OF AGENT
(for limited liability company)

The undersigned, being at least a majority of the members of **AIMCO Manufacturing, LTD.** hereby appoint **KEVIN M. FERGUSON**, to be the agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:

5217 Monroe Street, Suite A

(Street address)

Toledo

(City, village or township)

Note: P.O. Box addresses are not acceptable

Ohio

43623

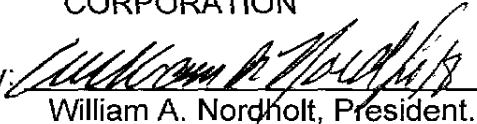
(Zip code)

WHEELCHAIR CARRIER, INC.

By: 

Robert E. Dunlap, President

AMERICAN INDUSTRIAL MANIPULATOR
CORPORATION

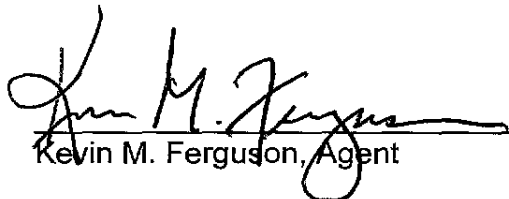
By: 

William A. Nordholt, President.

PRESIDENT

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for AIMCO Manufacturing, LTD., hereby acknowledges and accepts the appointment of agent for said limited liability company.


Kevin M. Ferguson, Agent

OPERATING AGREEMENT

This Operating Agreement of AIMCO, Manufacturing, Ltd., a limited liability company organized pursuant to Ohio Revised Code Chapter 1705, entered into at Waterville, Ohio, 43566 as of September 10, 2001, by and between Wheelchair Carrier, Inc., an Ohio Corporation and American Industrial Manipulator Corporation, an Ohio Corporation, is as follows:

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

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

1.2 "Capital Account" means an account to be maintained for each Member which complies with the requirements of Section 1.704-1(b)(2)(iv) of the regulations under the Code, and which, as of any date, shall be an amount equal to the sum of the following:

1.2.1 The aggregate amount of cash and the agreed value of any property other than cash contributed to the capital of the Company by such Member, plus the aggregate amount of Net Profit allocated to such Member; minus

1.2.2 The aggregate amount of Net Loss allocated to such Member and the aggregate amount of cash and the agreed value of all other property distributed to such Member by the Company.

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

1.4 "Distributable Cash," as of any date, means all cash from all sources held by the Company as of such date less any amounts reasonably deemed necessary by the Management Committee to be reserved for normal working capital requirements, contingent liabilities, and such other purposes as the Management Committee determines to be necessary or advisable for the conduct of the Company's business.

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

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

1.5.2 Any expenditures which are not deductible in computing taxable

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

1.5.3 The amount of any gain or loss required to be recognized by the Company by reason of a sale or other disposition of any capital assets and any depreciation, cost recovery, or amortization deductions to which the Company is entitled, shall be computed as if the Company's adjusted basis in any property contributed to the Company by any Member for income tax purposes as of the date of the contribution were equal to the agreed value of such property. For purposes of computing the amount of any capital gain or loss required to be recognized by the Company by reason of the sale or disposition of any Company assets, the amount realized by the Company from such sale or other disposition shall be fairly and reasonably allocated among the components of such assets so as to reflect, insofar as is practical, the relative fair market values thereof.

1.6 "Members" means Wheelchair Carrier, Inc., an Ohio Corporation and American Industrial Manipulator Corporation, an Ohio Corporation, and any later named Member collectively, and "Member" means the one of them referred to.

1.7 "Company" means AIMCO, Ltd., the Ohio limited liability company which is the subject of this Agreement.

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

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

2. FORMATION OF COMPANY.

2.1 **Organization.** The Members hereby form AIMCO, Manufacturing, Ltd. [the "Company"] as a limited liability company pursuant to the Act in accordance with the Articles of Organization to be filed with the Secretary.

2.2 **Operating Agreement.** This Operating Agreement, including any provisions of the Code incorporated herein by reference, shall be the sole operating agreement of the Members with respect to the operation of the Company, and shall become effective upon the filing of the Articles of Organization with the Secretary.

3. THE COMPANY.

3.1 **Name.** The name of the Company shall be "AIMCO, Manufacturing, Ltd." and the business of the Company shall be conducted under that name.

3.2 **Principal Office.** The principal office of the Company shall be located

at 726 Farnsworth, Waterville, Ohio 43566, but the Company may do business at such other place or places as the Management Committee may from time to time determine.

3.3 **Purpose.** The purpose of the Company is to design, develop, manufacture, market and sell mechanical lift assist and parts transportation equipment, and any and all other lawful purposes, and to engage in any and all activities related or incidental thereto or necessary in connection therewith.

4. **TERM.**

4.1 **Term.** The existence of the Company shall commence on the 10th day of September, 2001, and the Company shall continue in existence for one year or for such additional time as is necessary to wind up the affairs of the company until terminated as provided in Section 14.1 of this Agreement.

5. **CAPITAL.**

5.1 **Capital Contributions.** The Members will contribute a percentage of goods, inventory and/or cash to the capital of the Company in one or more installments, in the amounts and when called for by the Management Committee as follows: 80% Wheelchair Carrier, Inc., and 20% American Industrial Manipulators Corporation.

5.2 **Capital Contribution Default.** In the event either Member (a "Defaulting Member") fails to make any contribution to capital as and when called, the other Member shall have the right, at its option, provided it has made such contribution and upon giving notice to the Defaulting Member and the Management Committee no earlier than 10 days after having delivered a written demand to the Defaulting Member for such payment, to (i) withdraw from the Company an amount equal to the amount not contributed by the Defaulting Member, (ii) advance the amount due from the Defaulting Member to the Company for the account of the Defaulting Member, which advance shall constitute a loan to the Defaulting Member and shall be payable on demand with interest at a rate equal to 5% over the prime interest rate announced from time to time by Company's lending institution, which shall be secured by the Defaulting Member's Membership Interest, (iii) contribute the amount due from the Defaulting Member as additional contribution to capital for the account of the contributing Member, in which event the Members' respective Membership Interests shall be adjusted as of the date of the contribution to correspond with the proportionate amount of net capital contributed by each of them, or (iv) elect to cause the Company to dissolve and liquidate pursuant to Section 14.

5.3 **No Third Party Beneficiaries.** The obligation of the Members to make the capital contributions set forth in Section 5.1 is solely for the benefit of the Company, and such obligations may not be enforced by third parties.

5.4 **Other Additional Contributions.** Except as provided in Sections 5.1

and 5.2, no Member shall have any obligation or liability to the Company or to the other Member to make any contributions to the capital of the Company.

5.5 *Interest and Return of Capital Contributions.* No Member shall be entitled to any interest on such Member's Capital Account or on such Member's contribution to the capital of the Company, and except as provided in Sections 5.2 and 14, no Member shall have the right to demand or receive payment or the return of any part of such Member's Capital Account.

6. *MEMBERSHIP INTERESTS.* The Membership Interests of the Members in the Company shall be as follows until changed as provided in Section 5.2 or by agreement of the Members:

Wheelchair Carrier, Inc., 80%
American Industrial Manipulator Corporation, 20%

7. *DISTRIBUTIONS TO MEMBERS.* The Company will distribute Distributable Cash to the Members in proportion to their respective Membership Interests at such times as the Management Committee determines; provided, however, that; 1) The company may make additional income distributions to American Industrial Manipulator Corporation pursuant to the terms of the Joint Venture Agreement dated September 10, 2002; and 2) To the extent Distributable Cash is available therefor, the Company will distribute proportionally to the Members sufficient Distributable Cash to enable each Member to pay any taxes payable by such Member which are based on Company income attributable to such Member.

8. *TAX PROVISIONS.*

8.1 *Allocation of Net Profit and Net Loss.* For income tax purposes, Net Profit or Net Loss for each fiscal year shall be allocated to the Members in proportion to their respective Membership Interests, except as provided in Sections 7 and 8.2.

8.2 *Differing Tax Bases; Tax Allocation.* Notwithstanding Section 8.1, any income, gain, loss, and deduction recognized by the Company for income tax purposes in any fiscal year that is required to be allocated among the Members in accordance with Section 704(c) of the Code so as to take into account the variation, if any, between the adjusted tax basis of property contributed to the Company by a Member at the time of its contribution and the fair market value of such property at the time of its contribution, shall be allocated to the Members for income tax purposes in the manner so required.

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

8.4 **Tax Partner.** Wheelchair Carrier, Inc. by and through its President, Robert E. Dunlap, is hereby designated as the "Tax Matters Partner" for the Company (as such term is defined in Section 6231(a)(7) of the Code).

8.5 **Tax Information.** Promptly after the close of each fiscal year of the Company, the Management Committee shall have prepared and delivered to the Members, at the Company's expense, information with respect to the Company for such fiscal year in sufficient detail to enable the Members to prepare their required income tax reports and returns in accordance with applicable laws, rules and regulations. The Management Committee shall also cause to be prepared, at the expense of the Company, all tax returns required to be filed by the Company.

9. **MANAGEMENT.**

9.1 **Management Committee.** Responsibility for managing the operations of the Company shall reside in a management committee (the "Management Committee") which shall consist solely of Wheelchair Carrier, Inc. by and through its President, Robert E. Dunlap, (the "Managers" and individually a "Manager").

9.2 **Meetings.** The Management Committee shall meet from time to time as it deems necessary, but not less frequently than once per year. All Management Committee meetings shall be held at the principal office of the Company unless the Management Committee designates a different location for any meeting. Any Manager, with prior notification to the other Managers, may invite attorneys, accountants and other advisors and consultants to attend Management Committee meetings, subject to such confidentiality restrictions and other limitations as the Management Committee determines to be appropriate.

9.3 **Authority of the Management Committee.** Except as expressly provided otherwise herein, the Management Committee shall have the sole and exclusive authority to manage the business of the Company and shall have all of the management rights granted to Members under the Act including, without limitation, the following rights, each of which may be exercised in such manner and upon such terms and conditions as the Management Committee, in its judgment, determines to be in the best interests of the Company:

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

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

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

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

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

9.4 **Voting.** All actions and decisions of the Management Committee shall be determined by the vote of a majority of the Managers.

9.5 **Officers.** Not less frequently than annually, the Management Committee shall elect such officers as the Management Committee determines to be appropriate for the operation of the Company's business. Officers need not be members of the Management Committee. All officers shall serve at the pleasure of the Management Committee and may be removed at any time without cause.

9.6 **Duties of President.** The President shall be the Chief Operating Officer of the Company, and shall report to and shall be subject to the authority of the Managers.

9.7 **Other Officers.** All other officers elected by the Management Committee shall have such duties and authorities as are delegated to them by the Management Committee, and shall report to and be subject to the authority of the President.

9.8 **Compensation.** The Company may pay the members of the Management Committee and officers reasonable compensation for their services as agreed to by the Management Committee and shall reimburse each of them for all reasonable expenses incurred in connection with the Company's business, including expenses of attending Management Committee meetings.

10. **INSURANCE; INDEMNIFICATION.**

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

10.2 **Limited Liability.** No Manager or officer of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any action taken on behalf of the Company within the scope of authority of the Management Committee or such officer, or reasonably believed by such person to be within the scope of his authority, or for any omission, unless such action or omission was performed or omitted fraudulently or in bad faith or constituted gross negligence, or wanton and willful misconduct.

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

11. **BANKING.** The funds of the Company shall be kept in a separate account or accounts in the name of the Company in such bank or banks as the Management Committee shall designate or shall be invested in the name of the Company in such manner and upon such terms and conditions as the Management Committee deems appropriate. No funds other than funds of the Company shall be deposited in any of such accounts. All withdrawals from any such bank accounts or investments shall be made on such signature or signatures as are designated by the Management Committee.

12. **ACCOUNTING.**

12.1 **Fiscal Year.** The fiscal year of the Company shall be the Calendar year.

12.2 **Method of Accounting.** The Company's books of account shall be maintained, and its income, gains, losses and deductions shall be determined and accounted for, in accordance with the cash method of accounting pursuant to generally accepted accounting principles.

12.3 **Financial Statements.** The Company's books of account and records shall be maintained at the Company's principal office and shall be reviewed annually by such internal auditor or independent auditor or accountant as is selected for such purpose by the Management Committee. The Management Committee shall furnish a copy of the annual financial report to the Members promptly after it has been prepared. Either Member shall have the right to inspect and make copies of the Company's books and records from time to time during normal business hours at such Member's sole cost and expense.

13. **TRANSFERS OF MEMBERSHIP INTERESTS.**

13.1 **Transfer Restrictions.** No Member shall sell or otherwise transfer all or any part of such Member's Membership Interest to any third party without first obtaining the approval of the other Member.

13.2 **Transfer Requirements.** Notwithstanding Section 13.1, no transfer

permitted pursuant to Section 13.1 shall be effective as to the Company, the Member intending to make such transfer or the intended transferee until all of the following conditions have been fulfilled:

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

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

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

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

13.3 **Buy-Sell.** Either Member shall have the right at any time to initiate a procedure for the purchase by one Member of the entire Membership Interest owned by the other Member (a "Buy-Sell") in the following manner:

13.3.1 The Member desiring to initiate the Buy-Sell (the "Moving Member") shall give written notice thereof (the "Buy-Sell Notice") to the other Member (the "Other Member").

13.3.2 The other member shall have the right of first refusal to purchase the moving members interest; however neither member shall be obligated to purchase the other member's interest in the company.

14. **TERMINATION OF COMPANY.**

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

14.1.1 September 9, 2002, or until such time as the affairs of the company have been wound up unless otherwise extended by the parties;

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

14.1.3 The agreement of the Members to dissolve the Company;

14.1.4 The purchase of the entire Membership Interest of one Member by the Other Member pursuant to Section 13.3, or at any other time there are less than two Members;

14.1.5 An election by the non-Defaulting Member to liquidate and dissolve the Company pursuant to Section 5.2;

14.1.6 An election by either Member, by written notice to the Company, to liquidate and dissolve the Company upon a breach of any material provision of this Agreement by the other Member (the "Breaching Member"), and the failure by such Breaching Member to remedy such breach within 30 days after receipt of notice from the non-Breaching Member demanding cure of such breach; provided, however, that such election shall in no event limit the non-Breaching Member's ability to pursue, or serve as a waiver of, any other rights which the non-Breaching Member may have as a result of such breach; or

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

14.2 Winding Up. Upon the occurrence of a Termination Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members in accordance with the Act. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The Management Committee (or, in the event there is no Management Committee, any person elected by the Members) shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's assets and liabilities, and the Company's assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

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

14.2.2 Second, to the establishment of any reserves reasonably deemed necessary by the Management Committee (or the person designated in lieu of the Management Committee pursuant to this Section 14.2) for any contingent liabilities of the Company. Any such reserves shall be deposited in an escrow account in the name of the Company for the purpose of (i) paying any such contingent liabilities, and (ii) at the expiration of such period deemed advisable by the Management Committee (or the person designated in lieu of the Management Committee pursuant to this Section 14.2), distributing the balance of such reserves in the manner hereinafter provided;

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

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

14.3 Date of Termination. The Company's existence shall continue until its assets have been distributed in accordance with Section 14.2, and its existence shall terminate when a Certificate of Dissolution has been filed with the Secretary in accordance with the Act. The establishment of any reserves pursuant to Section 14.2.2 shall not extend the Company's existence, but any such reserves shall be distributed in the manner provided in Section 14.2 when the obligations or liabilities for which such reserves were established have been satisfied or otherwise disposed of.

15. OTHER ACTIVITIES.

15.1 Each Member may own or engage or invest in any other business, venture or activity independent of the Company or the other Member without any obligation to offer any interest or the right to participate therein to the Company or the other Member, and neither the Company nor the other Member shall have any right by virtue of this Agreement with respect to any such independent business, venture or activity; provided, however, that neither Member shall have the right to take advantage of any situation or opportunity to the detriment of the Company without the prior consent of the other Member if such situation or opportunity would constitute a "corporate opportunity" if the Company were a corporation.

15.2 Any Member may transact business with the Company at arms length and on the same terms and conditions upon which non-members may transact business with the Company.

16. ARBITRATION.

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

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

17. **GENERAL PROVISIONS.**

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

17.2 *Representations and Warranties.* Each Member hereby represents and warrants to the Company and the other Member that: (a) it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to this Operating Agreement to perform its obligations herein; and (b) it is acquiring its interest in the Company for its own account as an investment and without an intent to distribute the same. Each Member acknowledges that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

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

17.4 *Notices.* All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given (i) when personally delivered to an executive officer of the Member to whom such notice is directed, (ii) when transmitted by facsimile, provided that receipt of such transmission is confirmed by the transmitting party's facsimile machine, and the transmitting party forwards a copy of such transmission to the receiving party by first class mail, or (iii) two business days after having been delivered deposited in a U.S. mail depository:

To: Wheelchair Carrier, Inc.:

Wheelchair Carrier, Inc.
c/o Robert E. Dunlap, President
726 Farnsworth
Waterville, Ohio 43566

To: American Industrial
Manipulator Company:

American Industrial Manipulator
Corporation
c/o William A. Nordholdt, President
P.O. Box 10
Tiffin, Ohio 44883

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement has been executed by the Members as of the 10th day of September, 2001.

WHEELCHAIR CARRIER, INC.

By: 
Robert E. Dunlap, President

AMERICAN INDUSTRIAL
MANIPULATOR CORPORATION

By: 
William A. Nordholdt, President
PRESIDENT