DOC ID ----> 4222_1082

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
09/16/94

04222-1082

CHARTER NUMBER: 880710
ROLL AND FRAME: 4222-1082

CORPORATION:	DOCUMENT NUMBER	CODE	FEE
T.D. MANAGEMENT LTD.	94091603401	LCA	85.00
	94091603401	MIS	10.00

023303

RETURN TO: CORPORATE SERVICES
ATTN R M HARRISTON
50 W BROAD ST STE 1010
COLUMBUS OH 43215

TOTAL : 95.00

0254

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0[illegible]-1083

The State of Ohio

Bob Taft

Secretary of State

880710

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: LCA MIS

of:

T.D. MANAGEMENT LTD.

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

Recorded on Roll 4222 at Frame 1084 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 16TH day of SEP ,

A.D. 19 94 .

Bob Taft

Bob Taft
Secretary of State

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04222-1084

APPROVED
By 3D
Date 9/16/94
Amount $85.00
9409160340 1

ARTICLES OF ORGANIZATION

OF

T.D. MANAGEMENT LTD.

The undersigned, desiring to form a limited liability company, under and pursuant to Chapter 1705 of the Ohio Revised Code, do hereby certify as follows:

FIRST:

The name of said limited liability company shall be T.D. Management Ltd. (the "Company").

SECOND:

9/16/2044

This limited liability company shall have a duration of 50 years from the date of filing of these Articles of Organization subject to termination and dissolution upon the occurrence of any one of the following events:

A. The vote of all holding an interest in the Company;

B. The expiration of the term of the Company; or

C. The death, resignation or expulsion of any member, if the remaining members do not unanimously vote to continue the business of the Company.

THIRD:

Copies of the operating agreement and bylaws of the Company may be requested, in writing, mailed to 7525 Wooster Pike, Cincinnati, Ohio 45227.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names this 15 day of September, 1994.

William H. Wood

William H. Wood

Carla R. Wood

CARLA R. WOOD

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04222-1085

OPERATING AGREEMENT OF T.D. MANAGEMENT LTD.

THIS OPERATING AGREEMENT of **T.D. MANAGEMENT LTD.** ("Company"), an Ohio limited liability company, is entered into as of September __, 1994, between William H. Wood and CARLA R. WOOD (hereinafter collectively referred to as "Members" and individually as "Member").

1. **Name.** The business of Company shall be carried on under the name of T.D. Management Ltd.

2. **Place of Business.** The principal office of the Company shall be located at 7525 Wooster Pike, Cincinnati, Ohio 45227, or at such other place as shall be agreed upon by a majority in interest of the Members from time to time.

3. **Members.** The name and address of each of the Members are as follows:

William H. Wood
7525 Wooster Pike
Cincinnati, Ohio 45227

CARLA R. WOOD
7525 Wooster Pike
Cincinnati, Ohio 45227

4. **Capital Contributions.** Each of the Members has contributed to the capital of the Company, in cash, the amount set forth opposite his name:

William H. Wood $ 99.00

CARLA R. Wood $ 1.00

An individual capital account shall be established and maintained for each Member, who shall receive an interest in the Company and shall be credited with the amounts of his capital contributions to the Company from time to time. A Member shall not be entitled to interest on his capital contribution, or to withdraw any part of this capital account, or to receive any distribution from the Company, except as specifically provided herein.

5. **Net Profits and Net Losses.**

(a) Profits and Losses.

The net profits and the net losses shall be shared among the Members in the following proportion:

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William H. Wood 99 %

CARLA R. Wood 1 %

The terms "net profits" and "net losses" shall mean the net profits and losses of the Company, as determined for federal income tax purposes by the certified public accountant servicing the Company account.

(b) Cash Flow.

The "cash flow of the Company" shall be the net profits and losses of the Company, as defined in Paragraph 5(a) above, plus: (i) depreciation and other noncash charges deducted in determining such net profits and losses; (ii) the net proceeds from any borrowings or from refinancing of the Company's borrowings; and (iii) the net proceeds from the sale of any of the Company's assets, minus: (i) principal payments on all borrowings; (ii) any other cash expenditures which have not been deducted in determining the net profits and losses of the Company; and (iii) any amount reasonably required to maintain sufficient working capital and a reasonable reserve for investment and asset replacements. The cash flow of the Company shall be determined separately for each fiscal year and not cumulatively and, so determined, shall be distributed in the same proportion as profits and losses are shared in accordance with Paragraph 5(a). The cash flow shall be distributed at least semi-annually.

(c) Income Accounts.

A separate income account shall be maintained for each Member. Company profits and losses shall be charged or credited to the separate income account of each Member. If a Member has no credit balance in his income account, losses shall be charged to his capital account.

6. Management of Company.

(a) Management.

The day-to-day affairs of the Company shall be handled by the Members, or by either one of them, as they may agree in writing from time to time.

(b) Voting.

Each Member shall vote in proportion to his capital interest in the Company from time to time.

7. New Members. Except as provided in Paragraph 8, new Members may be admitted into the Company, with unanimous consent of the Members, but only if they agree to execute and acknowledge such

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instruments as are necessary or desirable to effect such admission and to confirm their agreement to be bound by all the covenants, terms and conditions of this Agreement, as the same may have been amended. Each new Member shall receive a capital interest and share in the profits, losses and cash flow of the Company in an amount to be determined by all other Members at the time of admission.

8. Transfer of Company Interest.

(a) Permitted Transfers During Life.

During the life of a Member, he may transfer all or any part of his Company interest by gift, sale or other transfer, either in trust or outright, to or for the benefit of his spouse and/or any of his descendants, whose relationship to the Member is created by birth or adoption. Thereafter, the transferee shall become a Member with all the interests, rights and duties previously held by the transferor.

(b) Prohibited Transfers During Life.

During the life of a Member, he shall not pledge, cause a lien to be placed against or encumber his Company interest in any way. Except as otherwise provided in Paragraph 8(a) above, a Member shall not sell or in any other way transfer his Company interest during his lifetime without the consent of the other Members.

(c) At Death of Member.

(1) Updating of Income Accounts. After the death of a Member, the income accounts of all of the Members shall be updated by charging or crediting thereto all profits and losses of the Company during the period beginning on the later to have occurred of:

(i) January 1 of the Company's then-current fiscal year; or

(ii) The date as of which such accounts were last updated by reason of a Member's death; and ending on the last day of the month in which the Member's death occurred. Thereafter, the decedent's proportionate share of the cash flow of the Company shall be paid to his estate.

(2) Estate Becomes a Member. After the death of a Member, the decedent's estate, by its fiduciary (and the beneficiary and/or beneficiaries of the Company interest from the estate), shall become Members with all of the interests, rights and duties previously held by the decedent.

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9. Termination of the Company. The Company shall be terminated and dissolved upon the vote of a majority in interest of the Members. Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company business and the affairs of the Company shall be wound up. Any profits or losses incurred since the previous accounting shall be divided among the Members and shall be added to the distribution to be made to the Members. The Members shall wind up and liquidate the Company by selling the Company assets and, after the payment of the Company liabilities, expenses and fees incurred in connection with such liquidation, by distributing the net proceeds therefrom in cash to the Members in proportion to their capital interests in the Company.

The Company business shall terminate upon the occurrence of any event described in Section 1705.43 of the Ohio Revised Code causing dissolution of the Company unless all of the remaining Members vote to continue the Company.

10. Notices. All notices, consents and other instruments hereunder shall be in writing and served by personal delivery or mailed by certified mail, return receipt requested, postage prepaid, and shall be directed to the parties hereto at the addresses hereinabove set forth or at the last addresses of the parties furnished by them in writing to the Company. Notices to the personal representative of a deceased Member's estate shall be personally delivered or mailed in the same manner to the last known address of such representative.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

In the presence of:

William P. Wood

William H. Wood
WILLIAM H. WOOD

William P. Wood

Carla R. Wood
CARLA R. WOOD

0061879.01

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APPOINTMENT OF AGENT

The undersigned, being at least a majority of the members of T.D. Management Ltd., hereby appoint William H. Wood to be the agent upon whom any process, notice or demand required or permitted by statute to be served upon this limited liability company may be served. The complete address of the agent is 7525 Wooster Pike, Cincinnati, Ohio 45227.

William H. Wood

CARLA R. WOOD

ACCEPTANCE OF APPOINTMENT

The undersigned, herein named as the statutory agent for T.D. Management Ltd., hereby acknowledges and accepts the appointment of agent for said limited liability company.

William H. Wood, Statutory Agent

0061874.01

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CORPORATE SERVICES



50 West Broad Street, Suite 1010
Columbus, Ohio 43215

Telephone
(614) 464-2400

TO: SECRETARY OF STATE
FROM: RUTH M. HARRISTON
DATE: September 16, 1994

EXPEDITE

PLEASE FILE ON EXPEDITED BASIS! FEE ENCLOSED $95.00

Organization

** Articles of Incorporation/ T.D. MANAGEMENT LTD.

Certificate of:

Amended Articles

Amendment to Articles

Merger or Consolidation

Dissolution

COUNTER COPY

EXPEDITE

Other:

ISSUE AT TIME OF FILING:

Good Standing Certificate 1 2 3
Certified copy 1 2 3
Merger Certificate

[redacted]

EXPEDITE

[redacted]

CORPORATE SERVICES WILL PICK UP DOCUMENTS!

PROMPT PROFESSIONAL SERVICE