DOC ID ----> H314_0381

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
03/23/92

CHARTER NUMBER: 815074
ROLL AND FRAME: H314-0381

H314-0381

CORPORATION:

SIGNCOM, INCORPORATED

DOCUMENT NUMBER	CODE	FEE
920320006J1	ARF	75.00

067884

RETURN TO: SHULER, PLANK, MORGAN & PRAHM
ATT: W.A. PETERSON
600 S. HIGH ST., #200
COLUMBUS, OH 43215

0071

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H0314-0382

The State of Ohio

Bob Taft

Secretary of State

915074

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: ARF

of:

SIGNCON, INCORPORATED

Recorded on Roll H314 at Frame 0383 of the Records of Incorporation and Miscellaneous Filings.

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 7TH day of MARCH, A.D. 19 92.

Bob Taft

Bob Taft
Secretary of State

SEC 6002 (Rev. 12/90)

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H314-0383

APPROVED
3-19-92

ARTICLES OF INCORPORATION

OF

SIGNCOM, INCORPORATED

The undersigned, who is a citizen of the United States, desiring to form a corporation, for profit, under Section 1701.01 et seq. of the Revised Code of Ohio, does hereby certify:

FIRST: The name of the corporation shall be Signcom, Incorporated.

SECOND: The principal office of the corporation will be located in the City of Columbus, County of Franklin, Ohio.

THIRD: The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

FOURTH: The maximum number of shares which the corporation is authorized to have outstanding is Seven Hundred Fifty (750) Common Shares all of which shall be without par value.

FIFTH: No holder of shares of the corporation shall have any preemptive right to subscribe for or to purchase any shares of the corporation of any class, whether those shares or that class be now or later authorized.

SIXTH: The corporation, through its board of directors, shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the corporation and the selling shareholder or shareholders.

SEVENTH: Notwithstanding any provision of any statute of the State of Ohio, now or hereafter in force, requiring for any purpose the vote of the holders of shares entitling them to exercise two-thirds or any other proportion of the voting power of the corporation of any class or classes of shares thereof, any action, unless otherwise expressly required by statute, may be taken by the vote of the holders of the shares entitling them to exercise a majority of the voting power of the corporation or of such class or classes.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 19th day of March, 1992.

Mark A. Peterson, Incorporator

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Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form C-123 (January 1991)

H314-0384

CONSENT FOR USE OF SIMILAR NAME

On the 17th day of March, 19 92, the ~~BOARD OF~~ RECEIVER ~~DIRECTORS (TRUSTEES) OF~~ Signom, Incorporated
(Name of Corporation giving Consent)

(Charter License Number) 313619, passed the following resolution:

RESOLVED, that Signom, Incorporated
(Name of Corporation giving Consent)

gives its consent to Mark A. Peterson to use the name

Signom, Incorporated

Date 3/27/92

Signed J. Matthew Yuskewich
(Secretary or Assistant Secretary of Consenting Corporation)
J. Matthew Yuskewich
Receiver for Signom, Incorporated

CONSENT

NOTE: This document must be signed by the secretary of assistant secretary of the consenting corporation, pursuant to Section 1701.05(A) of the Ohio Revised Code.

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H314-0385

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

BOBBY MITCHELL,	:	
Plaintiff,	:	Case No. 92CVH-01-433
v.	:	Judge C. H. Johnson
PATRICK BARGER, ET AL.,	:	
Defendants.	:	

FILED COMMON PLEAS COURT FRANKLIN CO. OHIO

AGREED ENTRY ORDERING DISSOLUTION OF DEFENDANT SIGNCOM, INC. AND APPOINTING A RECEIVER

The within action was commenced January 17, 1992, and an Agreed Temporary Restraining Order was entered into between Plaintiff Bobby Mitchell ("Mitchell") and Defendant Patrick Barger ("Barger") and approved by the Court on that same date. Mitchell and Barger are the sole shareholders of the Defendant Signcom, Inc. ("Signcom"), each owning one half of the common stock of that corporation. Mitchell and Barger are the only directors of Signcom. Mitchell and Barger agree that they are deadlocked with respect to the affairs of the corporation and that because of their disputes, the corporation must be dissolved and a receiver must be appointed to wind-up the affairs of the corporation.

Mitchell and Barger agree, and based upon that agreement and for good cause shown, the Court hereby ORDERS:

1. Signcom shall be dissolved in accordance with Ohio Revised Code, §1701.91, and in accordance with the terms of this Agreed Entry.

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2. A receiver shall be appointed in accordance with Ohio Revised Code, §2735.01, and his conduct shall be regulated by Chapter 2735, ORC, except as modified by the terms of this Agreed Entry. If either Mitchell or Barger objects or refuses to consent to any action proposed to be taken by the receiver and if as a result of any such objection or refusal to consent the receiver is required to apply to the Court for approval of the proposed action and the receiver is successful in obtaining court approval, the party objecting or refusing to consent shall be assessed the reasonable costs incurred by the receiver, including reasonable attorney fees, in obtaining the necessary court approval.

3. The receiver shall be Matthew J. Yuskewich, CPA, who has agreed to serve as receiver and charge the corporation for his services at the rate of $60 per hour, and who is hereby appointed as receiver for Signcom effective immediately. The receiver shall provide a fidelity bond in an amount agreed upon by Mitchell and Barger, or, if no agreement can be reached, in an amount set by the Court, the cost of which shall be borne by Signcom.

4. Should the receiver need to retain legal counsel in this matter, he shall choose an attorney acceptable to both Mitchell and Barger, but if agreement cannot be reached, the receiver shall have the discretion to select legal counsel of his own choice.

5. Barger shall be paid his regular salary as President of Signcom through and including January 31, 1992, and the receiver shall cease payment of any salary to Barger effective that date. Barger shall also be paid for his business related expenses through

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and including January 31, 1992, but shall not be paid for any business related expenses incurred after that date.

6. Any work-in-process of Signcom for which Barger is the assigned sales person shall be completed by Barger and he shall be paid at the rate of $36 per hour for time expended on that work only.

7. The receiver shall have the authority in his sole discretion to retain either Mitchell or Barger, or both, to perform services on behalf of Signcom for which each may have the requisite skills and experience, and to pay each or both of them for services rendered at the rate of $36 per hour. Any work performed by Mitchell or Barger for which compensation is to be paid by the receiver shall be documented before payment is made, including date, time and description of services.

8. The receiver shall have authority in his sole discretion to retain or employ existing sales people of Signcom to complete transactions which have been "booked" on or before January 31, 1992, and to pay those sales people in accordance with the existing commission structure between Signcom and said sales people. However, said sales people shall not be authorized to enter into any new sales agreements after the close of business on January 31, 1992.

9. Barger shall fully disclose to the receiver in the presence of Mitchell the facts and circumstances related to any and all work-in-process existing as of the close of business on January 31, 1992, including, but not limited to purchase orders or sales

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commitments from customers of Signcom, purchase orders to vendors of Signcom, commissions payable upon completion, or any other relevant information.

10. Mitchell and Barger shall each have unrestricted access to all of the books and records of Signcom now, during the receivership, and after the affairs of the corporation are wound up. At the earliest practicable date, the receiver shall remove the financial books and records of Signcom from the premises at 1400 Holly Avenue to his own office or some other secure location of his choice for his use and safekeeping. The more voluminous source documents such as customer order files shall be sold at the private auction and retained by whichever party purchases them for at least as long as this case remains open. Upon the date when Signcom ceases to have an obligation to pay rent for the 1400 Holly Avenue premises, Mitchell shall no longer have any right of access to said premises.

11. No year-end bonuses shall be paid for Signcom's current fiscal year ending April 30, 1992.

12. No director's fees shall be paid for Signcom's current fiscal year ending April 30, 1992.

13. Barger shall assume and hold Mitchell harmless on the Signcom lease for the space located at 1400 Holly Avenue, Columbus, Ohio 43212.

14. Immediately upon execution of this Agreed Entry by both parties and the Court, Mitchell and Barger shall be free to conduct business on their own accounts and shall owe no fiduciary duty to

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Signcom or to each other except to preserve the assets of Signcom.

15. If either Mitchell or Barger, or any entity controlled by either of them or with which either of them is affiliated, does business with and receives any payment from any existing customer of Signcom having any outstanding balance due Signcom, any such payment received shall be paid over to Signcom until the customer's outstanding balance with Signcom is paid in full. However, if any such customer has failed to make a payment or payments to Signcom because of a bona fide dispute with respect to the amount due, either Mitchell or Barger shall be entitled to bring such bona fide dispute to the attention of the receiver and the receiver shall have the discretion to settle the dispute with the customer for less than the full amount due, and upon such settlement and resolution of the dispute between Signcom and the customer, Mitchell or Barger or any entity controlled by either of them or with which either of them is affiliated shall have the right to do business with such customer, receive payments from such customer, and shall not be obligated to pay the proceeds over to Signcom. This paragraph 15 shall not apply to the accounts listed on attached Exhibit A.

16. All assets of Signcom except work-in-process, accounts receivable and cash shall be sold at private auction to the highest bidder, said auction to be conducted by the receiver with Mitchell and Barger as the only bidders. The terms of payment from Mitchell or Barger to Signcom for assets purchased at the private auction shall be a promissory note from the purchaser payable to Signcom

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bearing interest at the rate of 7.25% per annum due and payable upon the final distribution to the shareholders in accordance with paragraph 21 of this Agreed Entry. Repayment of the note(s) shall be secured by the assets purchased, that is, the purchaser(s) shall execute appropriate security agreements in favor of Signcom using the assets purchased as collateral and shall execute any necessary UCC filing forms to perfect such liens. Any such assets of Signcom remaining unsold at the conclusion of the private auction shall be sold by the receiver at public auction or at private sale on terms agreed to by Mitchell and Barger. Any such public auction shall be held within fourteen (14) days of the private auction and Mitchell and Barger shall be entitled to bid at the public auction, or to purchase assets at private sale. Assets purchased by Mitchell or Barger at public auction shall be paid for in cash and assets purchased by Mitchell or Barger at private sale shall be paid for on terms acceptable to the receiver.

17. Signcom shall be obligated to pay the lease and utility payments on the property at 1400 Holly Avenue, Columbus, Ohio, 43212, until the assets referred to above in paragraph 16 are sold and all such assets not purchased by Barger are removed from the premises. Signcom shall be obligated to pay the lease payments on the property at 106 E. Moler Street, Columbus, Ohio 43206, until all signs, equipment and inventory not owned or under the control of Barger are removed from those premises.

18. Barger shall disclose to the receiver in the presence of Mitchell all information related to the Rite-Aid inventory and

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produce all blanket orders for said inventory. Mitchell and Barger shall agree upon the disposition of the Rite-Aid inventory, but if agreement cannot be reached within fourteen (14) days of the date of this Agreed Entry, the receiver shall dispose of the Rite-Aid inventory in his sole discretion.

19. With respect to signs being stored by Signcom but owned by customers of Signcom, Mitchell and Barger shall immediately advise said customers to take possession of said signs or that the signs will be stored on the account of and at the expense of said customer, or at the request of said customer, scrapped. In the alternative, and with permission from the customers, either Mitchell or Barger may take possession of any such signs but only on the condition that he agree to hold the other harmless from any claims which may arise from such acts.

20. In accordance with the Agreed Temporary Restraining Order entered herein on January 17, 1992, Barger has negotiated on behalf of Signcom a settlement of the claims of Ameritrust Company, N.A. ("Ameritrust") against Signcom which represent claims which were originally those of Accurate to which Ameritrust has become the assignee or successor in interest. Mitchell and Barger approve that settlement and Signcom is bound thereby and the receiver is obligated to carry out its terms which are as follows: Ameritrust has agreed to accept the sum of Fifty Thousand Dollars ($50,000.00) as payment in full, payable in installments of Five Thousand Dollars ($5,000.00) this date and weekly installments beginning Friday, February 7, 1992, and each Friday thereafter until the

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Forty Five Thousand Dollar ($45,000.00) balance is paid in full, of Twenty Five Percent (25%) of all gross receipts received by Signcom during the immediately preceding week.

21. All funds received by Signcom from any source shall become the property of Signcom and shall be used only to pay the debts and obligations of Signcom, except that no funds shall be paid to either Mitchell or Barger (except as previously set forth above in paragraphs 5, 6 and 7 of this Agreed Entry) until the corporation is dissolved, its affairs are wound-up, and the receiver has filed his final report with the Court. The remaining funds shall then be distributed to Mitchell and/or Barger only after the final resolution of this case, including any appeals, in accordance with the final order of this Court after notice of hearing to Mitchell and Barger and the conclusion of all appeals.

22. The receiver shall have no authority to pursue any of the following claims:

a. Claims of Mitchell against Barger.

b. Claims of Barger against Mitchell.

c. Derivative claims of Signcom brought by Mitchell against Barger.

d. Derivative claims of Signcom brought by Barger against Mitchell.

23. By entering into this Agreed Entry, Mitchell makes no admission of any liability to Barger and Barger makes no admission of any liability to Mitchell. Further, except for the specific obligations imposed by this Agreed Entry, neither Mitchell nor Barger admits to any obligation to Signcom which could be pursued

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by the receiver or derivativly on behalf of Signcom by Mitchell against Barger or derivativly on behalf of Signcom by Barger against Mitchell.

23. Except for the rights and duties granted to or imposed upon Mitchell and Barger by the terms of this Agreed Entry with respect to the orderly dissolution and winding-up of the affairs of Signcom, neither Mitchell nor Barger waives any claims each may have against the other, either directly or derivativly, and each reserves the right to pursue such claims in this action or in any forum either may deem to be appropriate.

IT IS SO ORDERED.

s/C.H. JOHNSON
Judge C.H. Johnson

APPROVED:

THOMPSON, HINE & FLORY

s/Michael S. Yashko
Michael S. Yashko (0038578)
Attorney for Plaintiff
Bobby Mitchell

SHULER, PLANK & MORGAN
A Legal Professional Association

s/ Gordon P. Shuler
Gordon P. Shuler (SHU01) (0019315)
Attorney for Defendant
Patrick Barger

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EXHIBIT "A"

CUSTOMER	BALANCE	DESCRIPTION
ACTION SIGNS	$ 870.00	BAD DEBT
ACRES DEVELOPMENT	$1,752.00	SHOULD GO TO COLLECTION
APCO	$ 205.00	DISPUTE
CALIF. SUN	$ 234.00	SHOULD GO TO COLLECTION
JAMES D. CASTO	$ 79.00	CREDIT OFF
COLS. STATE	$ 245.00	MISTAKE/CLEAR
DREXEL	$ 800.00	MISTAKE/CLEAR
ELDER-BEERMAN	$5,241.00	INVENTORY/WALTER'S DEAL
GOURMET MARKET	$2,322.00	PROBLEM
KARLSHAMNS	$8,680.00	PROBLEM
LINCOLN CONST.	$3,411.00	IN COLLECTION
KOBACKER	$5,053.00	120 DAYS PROBLEM
METROPOLITAN MUSIC	$ 306.00	NEED COLLECTION
OPTICAL FASHIONS	$ 170.00	PROBLEM
PRIBBLE	$ 69.00	CREDIT OFF/MISTAKE
RANO	$ 377.00	NEED COLLECTION
ROUGH G.C.	$ 303.00	BAD DEBT
SHELLYS	$ 195.00	BANKRUPT
SITE DEV.	$1,807.00	BANKRUPT
OLYMPUS	$7,485.00	PROBLEM UNCOLLECTIBLE
SKILKEN	$3,449.00	PROBLEM WALTER'S DEAL
TONIOS	$ 734.00	BAD DEBT
TURNING HEADS	$ 121.00	NEED COLLECTION
USED KIDS	$ 100.00	BAD DEBT

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ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the incorporator of Signcom, Incorporated, hereby appoints as its agent Patrick D. Barger, an individual, to act as agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 1400 Holly Avenue, Columbus, Ohio 43212.

Dated: March 19, 1992

Mark A. Peterson, Incorporator

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PLEASE RETURN THE ATTACHED DOCUMENTS TO:

Shuler, Stark, Hixson & Brubaker
(Name of Firm or Company)

Mark A Peterson
(Attention)

600 S. High St Ste 200
(Street Address)

Columbus, Ohio 43215
(City, State and Zip code)

(614) 228-4546 (Telephone Number)

How many documents are being filed? 1

Type of payment

✓ Check (please indicate check # 252)

____ Cash (receipt # _____)

Amount of payment $ 75.00

CORRESPONDENCE