

MASTER COMBINED UNIT PURCHASE AGREEMENT

THIS MASTER COMBINED UNIT PURCHASE AGREEMENT ("Agreement"), effective as of DATE, by and between COMPANY, an Ohio limited liability company (collectively, "Purchaser"), and INDIVIDUAL, an individual ("Seller").

RECITALS:

- A. SELLER owns % of the issued and outstanding Units of COMPANY1.
- B. SELLER owns % of the issued and outstanding Units of COMPANY2.
- C. SELLER owns % of the issued and outstanding Units of COMPANY3.
- D. SELLER owns % of the issued and outstanding units of COMPANY4.
- E. On the terms and subject to the conditions of this Agreement, and subject to the performance by each of the parties of their respective obligations under this Agreement, Seller desires to sell, and Purchaser desires to purchase, all of Seller's Unit interests in COMPANY(IES) (sometimes referred to as the "Entities") at the "Closing" (as hereinafter defined).

NOW, THEREFORE, Purchaser and Seller, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE PRICE OF UNITS; MANNER OF PAYMENT

1.1 Sale of Units. On the terms and subject to the conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase at the Closing all of Seller's Units in the Entities (the "Units") (in a manner directed by Purchaser and subject to various agreements between Purchaser or the Entities, or both).

1.2 Purchase Price of Units. Purchaser, jointly and severally, will purchase all of the Units for the aggregate purchase price (the "Purchase Price") of \$340,000.00 to be paid over 48 months with interest at the rate of 1.25% pursuant to the amortization schedule attached hereto as Exhibit "A." Purchaser shall be jointly and severally liable to Seller for the payment of the Purchase Price. Each payment is due on or before the 15th of each month commencing COMMENCEMENTDATE. Purchaser shall have the right to prepay the Purchase Price at any time without penalty. Notwithstanding anything to the contrary, upon execution of this Agreement, full and complete title to the Units shall vest in Purchaser and Seller shall maintain no ownership interest or any other interest, either legal or equitable in the Units other than holding a security interest in the Units pursuant to that Unit

Pledge Agreement executed simultaneously herewith.

1.3 Security for Purchase Price. As security for payment of the Purchase Price, Purchaser shall pledge the Units in accordance with the provisions of a Unit Pledge Agreement entered into on even date herewith. Seller agrees that if all payments required pursuant to Sections 1.2 above have been paid, Seller shall be deemed paid in full for the Units.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER

Seller represents and warrants to, and agrees with, Purchaser as follows:

2.1 Organization and Standing. The corporate Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to carry on its business as and where now conducted and to own or lease and operate its properties at and where now owned or leased and operated by it.

2.2 Title to Units. Seller owns all of the Units and all of the Units are owned by Seller of record and beneficially with good and marketable title thereto, free and clear of all liens, charges, security interests, adverse claims, pledges, encumbrances and demands whatsoever.

2.3 Articles of Incorporation and Regulations. True, accurate and complete copies of the Articles of Incorporation and Regulations of the corporate Seller, together with all amendments thereto, shall have been delivered to Purchaser or its counsel upon Closing.

2.4 No Reporting. So long as Purchaser is not in default under the terms herein, neither Seller nor any of its representatives will report the obligations herein to any credit reporting agency.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser warrants and represents to, and agrees with, Seller as follows:

Brokerage and Finder's Fees. Purchaser has not incurred any liability to any broker, finder or agent for any brokerage fees, finder's fees or commissions

with respect to the transactions contemplated by this Agreement.

ARTICLE IV

EXPENSES

Purchaser, on the one hand, and Seller, on the other, have, on their own, or through their respective representatives, negotiated the transaction contemplated herein and shall each bear their own costs.

ARTICLE V

NOTICES

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back, (iii) after having been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, upon the date contained in the return receipt, or (iv) one business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the following addresses (or at such other address or number as is given in writing by any party to the other) as follows:

To Purchaser:

Attention: MANAGER

To Seller:

Attention: SELLER

ARTICLE VI

REMEDIES NOT EXCLUSIVE

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and will be in addition to every remedy given under this Agreement or now or subsequently existing, at law or in equity, by statute or otherwise. The

election of any one or more remedies by Purchaser or Seller will not constitute a waiver of the right to pursue other available remedies.

ARTICLE VII

CLOSING

The Closing will take place by mail or at the offices of counsel for the Entities or at some other mutually agreed upon location and shall be deemed effective as of EFFECTIVEDATE at 12:00 p.m. (Eastern Standard Time) on or such other date mutually agreed to by the parties (the "Closing Date").

ARTICLE VIII

POST-CLOSING COVENANTS; MISCELLANEOUS

8.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document.

8.2 Captions and Section Headings. Captions and section headings are for convenience only, are not a part of this Agreement and may not be used in construing it.

8.3 Waivers. Any failure by any of the parties to comply with any of the obligations, agreements or conditions set forth in this Agreement may be waived by the other party or parties, but any such waiver will not be deemed a waiver of any other obligation, agreement or condition contained herein.

8.4 Cooperation. Each of the parties agrees to cooperate in the effectuation of the transactions contemplated under this Agreement and to execute any and all additional documents or to take such additional action as is reasonably necessary or appropriate for such purposes.

8.5 Entire Agreement. This Agreement, and all written instruments related to the obligations herein including any certificate, schedule, exhibit or other document delivered pursuant to its terms, constitutes the entire agreement between the parties. There are no verbal agreements, representations, warranties, undertakings or agreements between the parties, and this Agreement may not be amended or modified in any respect, except by a written instrument signed by the parties to this Agreement.

8.6 Governing Laws. This Agreement is to governed by and construed in accordance with the internal laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

Purchaser

COMPANY

By: _____

Its: _____

SELLER

Corey L. Hammond, Individually

