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Newhouse Inc.

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<input checked="" type="checkbox"/>	W.P. Verity Merger

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P95000041057



ARTICLES OF MERGER
Merger Sheet

MERGING:

CONTROL SOLUTIONS-ENERGY SERVICES GROUP, INC., a Fla corp.
P95000041057

CONTROL SOLUTIONS INC.-ATLANTIC, a Fla corp. S10001

CONTROL SOLUTIONS, INC.-GREAT LAKES, an Ohio corp not qualified in Fla

CONTROL SOLUTIONS, INC.-TRI STATE, a PA corp. not qualified in Fla.

CONTROL SOLUTIONS, INC.-MID WEST, an Ohio corp not qualified in Fla

CONTROL SOLUTIONS, INC.-CHICAGO, an Illinois corp not qualified in Fla

CONTROL SOLUTIONS CENTRAL, INC., an Indiana corp not qualified in Fla

CONTROL SOLUTIONS, INC.-NORTH WEST, an Ohio corp not qualified in Fla
RICH HOUSH SERVICES, INC., an Ohio corp not qualified in Fla

INTO

NEWHOUSH, INC., an Ohio corporation not qualified in Florida.

File date: December 31, 1997, effective January 1, 1998

Corporate Specialist: Annette Hogan

EFFECTIVE DATE
11/19/98

ARTICLES OF MERGER

In accordance with the requirements of Section 607.1105 of the Florida Statutes, Annotated, the undersigned corporations set forth the following facts:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. **Surviving Entity.** The name of the entity surviving the merger is Newhoush, Inc. ("Newhoush"), an Ohio corporation.
2. **Merging Entities.** The name of the merging entities are Control Solutions Inc. - Atlantic, a Florida corporation, Control Solutions - Energy Services Group, Inc., a Florida corporation, Control Solutions, Inc. - Great Lakes, an Ohio corporation, Control Solutions, Inc. - Tri State, a Pennsylvania corporation, Control Solutions, Inc. - Mid West, an Ohio corporation, Control Solutions, Inc. - Chicago, an Illinois corporation, Control Solutions Central, Inc., an Indiana corporation, Control Solutions, Inc. - North West, an Ohio corporation, and Rich Housh Services, Inc., an Ohio corporation (collectively, the "Merging Entities").
3. **Merger Agreement Attached.** A copy of the agreement of merger is attached hereto as Exhibit A.
4. **Effective Date of Merger.** This merger is to be effective January 1, 1998.
5. **Merger Authorized.** The laws of the State of Florida and the State of Ohio permit this merger. This merger was adopted, approved and authorized by unanimous written consent of both the directors and shareholders of Newhoush on December 30, 1997. This merger was adopted, approved and authorized by unanimous written consent of both the directors and shareholders of each of the Merging Entities on December 30, 1997. The persons signing the certificate on behalf of Newhoush and the Merging Entities are duly authorized to do so.
6. **Statutory Agent.** The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Richard J. Valteau, Esq.
1200 Carew Tower
441 vine Street
Cincinnati, OH 45202-2990
7. **Statement of Merger.** Upon filing, or upon such later date as specified herein, the Merging Entities shall merge into Newhoush.
8. **Amendments.** The articles of incorporation of Newhoush are adopted in their entirety as the articles of incorporation of the surviving entity.

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers on this 30th day of December, 1997.

Newhoush, Inc.

By: Richard J. Vallean
Title: Richard J. Vallean, Secretary

Control Solutions Inc. - Atlantic

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions - Energy Services Group, Inc.

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions, Inc. - Great Lakes

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions, Inc. - Tri State

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions, Inc. - Mid West

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions, Inc. - Chicago

By: Richard J. Vallean
Title: Richard J. Vallean, Assistant Secretary

Control Solutions Central, Inc.

By: Richard J. Valleau
Title: Richard J. Valleau, Secretary

Control Solutions, Inc. - North West

By: Richard J. Valleau
Title: Richard J. Valleau, Secretary

Rich Housh Services, Inc.

By: Richard J. Valleau
Title: Richard J. Valleau, Secretary

63794.01

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made as of the 30th day of December, 1997, by and among **Newhoush, Inc.**, an Ohio corporation ("**NEWHOUSH**"), **Control Solutions, Inc. - Great Lakes**, an Ohio corporation ("**CSGL**"), **Control Solutions, Inc. - Tri State**, a Pennsylvania corporation ("**CSTS**"), **Control Solutions, Inc. - Mid West**, an Ohio corporation ("**CSMW**"), **Control Solutions Inc. - Atlantic**, a Florida corporation ("**CSAT**"), **Control Solutions, Inc. - Chicago**, an Illinois corporation ("**CSCH**"), **Control Solutions Central, Inc.**, an Indiana corporation ("**CSCN**"), **Control Solutions, Inc. - North West**, an Ohio corporation ("**CSNW**"), **Control Solutions - Energy Services Group, Inc.**, a Florida corporation ("**CSESG**"), and **Rich Housh Services, Inc.**, an Ohio corporation ("**RHSI**"). All of the foregoing corporations are sometimes hereinafter collectively referred to as the "constituent corporations." **CSGL**, **CSTS**, **CSMW**, **CSAT**, **CSCH**, **CSCN**, **CSNW**, **CSESG** and **RHSI** are sometimes hereinafter referred to collectively as the "Non-Surviving Corporations."

RECITALS

A. The Articles of Incorporation of **NEWHOUSH** were filed in the office of the Secretary of State of Ohio on December 30, 1997. **NEWHOUSH** is authorized to issue 25,000 shares of common stock without par value of which one share of common stock is now outstanding and 5,000 shares of preferred stock, \$0.01 par value, none of which are now outstanding.

B. The Articles of Incorporation of **CSGL** were filed in the office of the Secretary of State of Ohio on November 30, 1993. **CSGL** is authorized to issue 15,000 shares of common stock, no par value, of which 5,972 shares are now outstanding and no preferred shares.

C. The Articles of Incorporation of **CSTS** were filed in the office of the Secretary of State of Pennsylvania on March 23, 1994. **CSTS** is authorized to issue 15,000 shares of common stock, no par value, of which 6,030.62 shares are now outstanding and no preferred shares.

D. The Articles of Incorporation of **CSMW** were filed in the office of the Secretary of State of Ohio on June 30, 1995. **CSMW** is authorized to issue 15,000 shares of common stock, no par value, of which 5,625 shares are now outstanding and no preferred shares.

E. The Articles of Incorporation of **CSAT** were filed in the office of the Secretary of State of Florida on October 26, 1990. **CSAT** is authorized to issue 10,000 shares of common stock, par value of \$1.00, of which 6,000 shares are now outstanding and no preferred shares.

F. The Articles of Incorporation of **CSCH** were filed in the office of the Secretary of State of Illinois on December 7, 1995. **CSCH** is authorized to issue 24,000 shares of

common stock, no par value, of which 9,988 shares are now outstanding and no preferred shares.

G. The Articles of Incorporation of CSCN were filed in the office of the Secretary of State of Indiana on August 3, 1995. CSCN is authorized to issue 15,000 shares of common stock, no par value, of which 5,000 shares are now outstanding and no preferred shares.

H. The Articles of Incorporation of CSNW were filed in the office of the Secretary of State of Ohio on April 26, 1994. CSNW is authorized to issue 15,000 shares of common stock, no par value, of which 5,000 shares are now outstanding and no preferred shares.

I. The Articles of Incorporation of CSESG were filed in the office of the Secretary of State of Florida on May 22, 1995. CSESG is authorized to issue 25,000 shares of common stock, par value of \$0.01, of which 23,750 shares are now outstanding and no preferred shares.

J. A Certificate of Merger for RHSI was filed in the office of the Secretary of State of Ohio on December 31, 1989 providing for the merger of Rich Housh Services, Inc. (an Ohio corporation; articles of incorporation filed August 23, 1978) and Control Solutions, Inc. (an Ohio corporation; articles of incorporation filed August 2, 1984) with and into Housh Incorporated (an Ohio corporation; articles of incorporation filed April 27, 1989). Housh Incorporated was the surviving corporation of said merger but the name of the corporation was changed to "Rich Housh Services, Inc." RHSI is authorized to issue 750 shares of common stock, no par value, of which 100 shares are now outstanding and no preferred shares.

K. The respective boards of directors of the constituent corporations deem it advisable and for the benefit of their respective corporations and shareholders that the constituent corporations be merged on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and promises set forth below, the constituent corporations do hereby agree that individually each of CSGI, CSTS, CSMW, CSAT, CSCH, CSCN, CSNW, CSESG and RHSI shall be merged with and into NEWHOUSH, hereinafter sometimes called the "Surviving Corporation", on the terms and conditions set forth below.

1. Name. The name of the Surviving Corporation shall be NEWHOUSH, INC.
2. Principal Office. The place in the State of Ohio where the principal office of the Surviving Corporation is to be located in Deerfield Township, Warren County, Ohio.
3. Purpose. The purpose for which the Surviving 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 Ohio Revised Code.

4. Articles of Incorporation. Upon the effective time of the merger the Articles of Incorporation of the Surviving Corporation shall read in their entirety as in effect on the date thereof.

5. Certificate of Merger; Effective Time.

(a) Each party to this Agreement and Plan of Merger hereby authorizes the filing of a Certificate of Merger with the Secretary of State of Ohio and such other certificates or documents as may be required by the laws of the state of organization of any of the Non-Surviving Corporations. Each party further agrees that in the event that any one or more of the Non-Surviving Corporations does not execute this Agreement and Plan of Merger, or fails to properly authorize the Agreement and Plan of Merger or decides to terminate the merger as to itself, or otherwise is unable or unwilling to take such action as is necessary to effect the merger of itself with the Surviving Corporation as provided herein, that the merger as to the other Non-Surviving Corporations who have executed this Agreement and Plan of Merger and are willing and able to effect the merger shall be consummated and, upon the filing of the Certificate of Merger for the participating constituent corporations, the merger shall be effected for those participating constituent corporations on the terms provided herein. With respect to any Non-Surviving Corporation which is unable or unwilling to effect the merger, no shares of common stock of the Surviving Corporation shall be issued and all references to, and all rights and obligations of, the non-participating Non-Surviving Corporation and its shareholders shall be deemed to be deleted from this Agreement and Plan of Merger as if said Non-Surviving Corporation had never been a party hereto.

(b) The merger shall become effective upon the later of the filing of the Certificate of Merger in the office of the Secretary of State of Ohio or January 1, 1998. Upon the merger becoming effective, the separate corporate existence of each Non-Surviving Corporation shall cease. The Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises and shall be subject to all of the duties and liabilities of a corporation organized and existing under the laws of the State of Ohio.

6. Board of Directors. Upon the effective time of the merger, the number of, and the individuals serving as, the members of the Board of Directors of the Surviving Corporation shall be as follows:

Number: Seven (7) members

Directors: Richard D. Housh; Christopher M. Hanna; Howard W. Hauser; George A. Biskup; Leslie J. Phillips; Mark S. Sankey; and Steven H. Boyce

The terms of office of the foregoing directors shall be for three years from the effective time of the merger or until their respective successors have been elected and qualified in accordance with the regulations of the Surviving Corporation.

7. Regulations. The present Regulations of NEWHOUSH, INC., one of the constituent corporations, shall be the Regulations of the Surviving Corporation until changed or repealed according to the provisions thereof.

8. Earned Surplus. The amount of the earned surplus of the Surviving Corporation shall be the combined total of the earned surplus of the constituent corporations as of the time the merger becomes effective.

9. Conversion and Exchange of Shares. The mode of carrying into effect the merger and the manner and basis of converting shares of the Non-Surviving Corporations into shares of NEWHOUSH, INC. shall be as follows:

(a) Each outstanding share of the common stock of each of the Non-Surviving Corporations shall be and hereby is converted into, and shall become without action on the part of the holder thereof, the number of fully paid and non-assessable shares of common stock, without par value, of the Surviving Corporation as set forth in Schedule 1, opposite the respective name of each Non-Surviving Corporation. Each shareholder of a Non-Surviving Corporation who becomes entitled to receive shares of common stock of the Surviving Corporation by virtue of the merger, shall have the option of electing to receive cash, payable in accordance with the terms of a promissory note in the form attached hereto as Exhibit A, in lieu of up to 25% of the value of the total shares to be received on the basis of \$2,500 per share of common stock of the Surviving Corporation to be received by the holder. Notwithstanding the foregoing, the amount of cash paid for shares of each Non-Surviving Corporation shall be reduced to the extent necessary so that the total cash paid to shareholders of each Non-Surviving Corporation including cash paid for fractional shares of that same Non-Surviving Corporation as provided below and cash paid to shareholders of that same Non-Surviving Corporation who elect to exercise their statutory right to dissent does not exceed 50% of the total merger consideration paid to all of the shareholders of that same Non-Surviving Corporation.

(b) Each share of each Non-Surviving Corporation, if any, held in the treasury of any Non-Surviving Corporation, immediately prior to the effective time of the merger shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled, retired and cease to exist and no payment shall be made with respect thereto.

(c) Upon the effective time of the merger, each holder of a certificate evidencing outstanding shares of any Non-Surviving Corporation, upon surrender of such certificate (or evidence of the loss or theft of same satisfactory to the Surviving Corporation) as directed by the Surviving Corporation at or after the effective time of the merger, free, clear and unencumbered, shall be entitled to receive as soon as practicable following the merger a certificate representing such number of shares of common stock of the Surviving Corporation (or common stock and cash, if so elected by the holder) which the shares of the Non-Surviving Corporation represented by the surrendered certificate shall have been converted as provided herein. No such conversion shall be deemed to be made in respect

to any shares of any Non-Surviving Corporation the holder of which shall have properly exercised dissenters rights with respect to the applicable statute for shareholders of the Non-Surviving Corporation as set forth in Schedule 2.

(d) Until surrendered as provided in (c), above, each outstanding certificate evidencing shares of common stock of any Non-Surviving Corporation shall be deemed for all corporate purposes, except as provided in the following sentence, to represent ownership of the number of shares of common stock of the Surviving Corporation, or cash in lieu thereof if so elected, into which the shares of common stock of such Non-Surviving Corporation represented thereby were converted. Until surrender of the certificates representing shares of common stock of the Non-Surviving Corporation (or evidence of the loss or theft of same as hereinabove provided) the holder of such certificates shall not be entitled to receive any dividend or other distribution payable to holders of common stock of the Surviving Corporation; provided, however, that upon surrender of such certificates there shall be paid to the record holder of the certificate representing common stock of the Surviving Corporation issued upon such surrender, the amount of dividends or other distributions (without interest) which theretofore became payable and were not paid to such holder with respect to the number of shares of common stock of the Surviving Corporation represented by the certificate issued upon such surrender.

(e) The number of outstanding shares of common stock of the Non-Surviving Corporations shall not include the shares listed in Schedule 3, it being the understanding of the parties that as of December 31, 1997 and immediately prior to the effective time of the merger, such shares are to be purchased by the applicable Non-Surviving Corporation or contributed to the capital of the Non-Surviving Corporation as described in Schedule 3.

10. Fractional Shares. Notwithstanding any provision in this Agreement and Plan of Merger to the contrary, the Surviving Corporation shall not be required to deliver, and no holder of shares of common stock of any Non-Surviving Corporation shall be entitled to receive, any certificate for a fractional share of common stock of the Surviving Corporation. In the event a fractional share would be issuable, but for the preceding sentence, then the Surviving Corporation shall redeem such fractional share for an amount in cash equal to the product determined by multiplying the fractional share by \$2,500. The number of shares of common stock of each Non-Surviving Corporation held by each holder thereof at the effective time of the merger shall be aggregated for the purpose of determining the amount of any cash in lieu of fractional shares to be paid as provided herein.

11. Duplicate Copies and Separate Signature Pages. This Agreement and Plan of Merger may be signed in any number of duplicate copies, and all signed duplicate copies shall be deemed to constitute an original instrument. Each party to this Agreement and Plan of Merger may sign a separate signature page but the execution by the party of a separate signature page shall constitute its assent to this entire Agreement and Plan of Merger.

12. Termination. This Agreement and Plan of Merger may be terminated at any time prior to the merger's becoming effective:

(a) by mutual agreement of the boards of directors of the constituent corporation; or

(b) by the board of directors of either NEWHOUSH or any Non-Surviving Corporation if the merger shall not have become effective on or prior to January ____, 1998.

(c) by the board of directors of either NEWHOUSH or any Non-Surviving Corporation if any legal or administrative action or proceedings relating to the merger have been instituted or threatened in any court or by or before any governmental agency; or

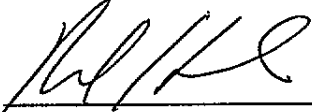
(d) by the board of directors of NEWHOUSH if there has been, in its judgment, a material adverse change in the business, financial condition or operations of a Non-Surviving Corporation as described in the most recent financial statements of said Non-Surviving Corporation provided by said Non-Surviving Corporation to NEWHOUSH.


IN WITNESS WHEREOF, the constituent corporations have caused this Agreement and Plan of Merger to be signed in their respective corporate names by their respective Presidents and Secretaries, thereunto duly authorized by their respective boards of directors and shareholders.

AGREEMENT AND PLAN OF MERGER

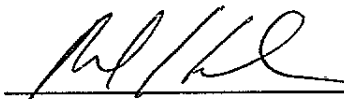
SIGNATURE PAGES


NEWHOUSH, INC.

By: 
Richard D. Housh, President

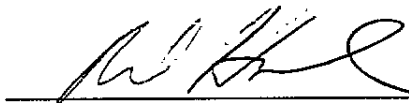

Richard J. Vallean, Secretary


CONTROL SOLUTIONS, INC. - GREAT LAKES

By: 
Richard D. Housh, President


Richard J. Vallean, Assistant Secretary

CONTROL SOLUTIONS, INC. - TRI STATE


By: 
Richard D. Housh, President



Richard J. Vallean, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

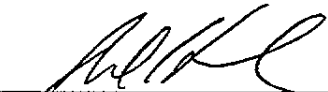
SIGNATURE PAGES (CONT.)

CONTROL SOLUTIONS, INC. - MID WEST

By: 
Richard D. Housh, President



Richard J. Valleau, Assistant Secretary

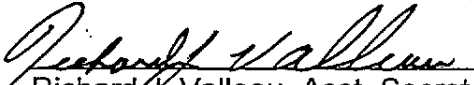
CONTROL SOLUTIONS INC. - ATLANTIC

By: 
Richard D. Housh, Vice President


Richard J. Valleau, Asst. Secretary

CONTROL SOLUTIONS, INC. - CHICAGO


By: 
Richard D. Housh, Vice President

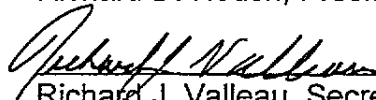

Richard J. Valleau, Asst. Secretary

AGREEMENT AND PLAN OF MERGER


SIGNATURE PAGES (CONT.)


CONTROL SOLUTIONS CENTRAL, INC.

By: 
Richard D. Housh, President



Richard J. Valleau, Secretary

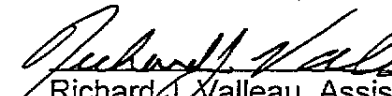
CONTROL SOLUTIONS, INC. - NORTH WEST

By: 
Richard D. Housh, President



Richard J. Valleau, Secretary

CONTROL SOLUTIONS - ENERGY SERVICES GROUP, INC.

By: 
Richard D. Housh, Vice President


Richard J. Valleau, Assistant Secretary

RICH HOUSH SERVICES, INC

By: 
Richard D. Housh, President


Richard J. Valleau, Secretary

SCHEDULE 1

CONVERSION OF SHARES

<u>Name of Non-Surviving Corporation</u>	<u># of Shares to be Surrendered</u>	<u># of Shares to be Received in Merger Excluding Fractional Shares</u>	<u># and Cash for Fractional Shares</u>
CSGL	5,000	514	.40/\$1,000
CSTS	6,032.62	3,510	.86/\$2,150
CSAT	5,000	1,000	0
CSMW	5,625	2,430	0
CSCH	9,318	2,102	.70/\$1,750 .15/\$375
CSESG	20,000	42	0
CSCN	15,000	40	0
CSNW	5,000	1	0
RHSI	100	2,847	.29/\$725

SCHEDULE 2

APPLICABLE DISSENTERS RIGHTS STATUTES

<u>Corporation(s)</u>	<u>Applicable Statutory Sections</u>
CSGL, CSMW, CSNW, RHSI	Ohio Revised Code Sections 1701.84-1701.85
CSTS	Title 15 of the Pennsylvania Consolidated Statutes Annotated, Chapter 15, Subchapter D and 15 Pa.C.S.A Sec. 1930
CSCH	805 ILCS 5/11.65 and 805 ILCS 5/11.70
CSAT, CSESG	Sections 607.1301, 607.1302 and 607.1320 of Title XXXVI, Chapter 607 of the Florida Statutes Annotated
CSCN	Chapter 44 of the Indiana Business Corporation Law

SCHEDULE 3

SHARES WHICH ARE TO BE PURCHASED BY, OR CONTRIBUTED TO A NON-SURVIVING CORPORATION AND THEREFORE NOT OUTSTANDING AS OF THE EFFECTIVE TIME OF THE MERGER

<u>Name of Shareholder</u>	<u># of Shares</u>	<u>Name of Non-Surviving Corporation</u>	<u>Terms of Purchase/Contribution</u>
Neil Kohn	972	CSGL	Purchase of all shares by CSGL for \$250,000 (20% cash; 80% convertible note)
William Leaton	2,500	CSESG	Purchase of all shares by CSESG for \$50,000
Alfred Osterhout	1,250	CSESG	Purchase of all shares by CSESG for \$4,000
Howard W. Hauser	670	CSCH	Contribution to the capital of CSCH of 670 shares (out of a total of 2,000 shares owned by HWH, leaving 1,330 shares owned by HWH as of the effective time of the merger)
Howard W. Hauser	1,000	CSAT	Contribution to the capital of CSAT of 1,000 shares (out of a total of 1,500 shares owned by HWH, leaving 500 shares owned by HWH as of the effective time of the merger)

**EXHIBIT A
FORM OF PROMISSORY NOTE**

\$ _____

January __, 1998
Lebanon, Ohio

FOR VALUE RECEIVED, the undersigned, Newhoush, Inc., an Ohio corporation (referred to as "Maker"), promises to pay to the order of _____ (referred to as the "Payee"), at the address set forth below (or to such other address as Payee directs from time to time), the principal sum of _____ DOLLARS and __ CENTS (\$ _____), together with interest thereon at the rate of six and 25/100 percent (6.25%) per annum, on the terms established herein.

The entire principal balance of this Note together with all accrued and unpaid interest, if not sooner paid as provided herein, shall be due and payable in full on December 31, 1998. In the event that Maker commences a public offering of its common stock, or in the event Maker participates with one or more other entities which commence an initial public offering of the securities of the entity in which Maker will share in the proceeds of the offering, then upon the closing of such public offering, this Note shall be immediately due and payable.

Maker shall have the right to prepay this Note, in whole or in part, at any time without penalty, provided that any partial prepayment shall be applied first to accrued and unpaid interest and then to principal.

Subject to the notice and grace period provided for herein, the following shall be deemed to be an event or events of default: (1) default in payment due hereunder; (2) a decree or order by a court having proper jurisdiction shall have been entered adjudging the Maker a bankrupt or insolvent, or approving a petition seeking similar relief for Maker under the federal bankruptcy laws, or a decree or order by a court having proper jurisdiction for the appointment of a receiver, liquidator or trustee, shall have been entered; (3) Maker shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking similar relief under federal bankruptcy laws or shall consent to the appointment of a receiver, liquidator or trustee; or (4) Maker shall admit in writing its inability to pay its debts generally as they become due, or make an assignment for the benefit of its creditors.

With respect to an event of default as described in (1) above (hereinafter a "Notice Default"), Payee shall not exercise any right or remedy provided for herein because of such default of Maker, unless Payee shall have first given written notice thereof to Maker and Maker shall have failed to cure the conditions creating the default within a period of thirty (30) calendar days after the receipt of such notice of such default. With respect to any other event of default, Payee shall not be required to give any such notice or to allow any

grace period. Upon the occurrence of an event of default as described in (2), (3) or (4), above, or upon the failure of Maker to cure a default with respect to a Notice Default, then Payee may at its option accelerate all payments due under this Note.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Payee at the address set forth below, or to Maker at 1770 Mason-Morrow Road, Lebanon, Ohio 45036-9298, or at any such other address as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

Except as otherwise provided herein, Maker and all endorsers, sureties and guarantors hereby jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and consent that, without discharging any of them, the time of payment may be extended an unlimited number of times before or after maturity without notice.

The waiver of any provision, term or condition of this Note shall not be taken to be a waiver of any subsequent breach of the same or of any other provision, term or condition. No failure to exercise any remedy available under this Note or at law or in equity shall operate as a bar to exercise any remedy in the future.

This Note may not be amended or modified except by an instrument in writing executed by Maker and Payee. This Note shall be governed by the laws of the State of Ohio.

Maker, intending to be legally bound hereby, has caused this Note to be executed as of the day and year first above written.

MAKER:

Richard D. Housh, President

Address of Payee:

63243.01