

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradesmen International, Inc.		10/20/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Tradesmen International, LLC		
Street Address:	3411 Silverside Road, Rodney Building #104		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3105596	TOTAL LABOR SUPPORT	
Registration Number:	2621332	TRADESMEN INTERNATIONAL	
Registration Number:	2500426	TRADESMEN INTERNATIONAL	
Registration Number:	1859336	TRADESMEN INTERNATIONAL	
Registration Number:	4383312	PRODUCTIVITY IS OUR PRIORITY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	smckinney@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Scott A. McKinney		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	13454-158		
NAME OF SUBMITTER:	Scott McKinney		
SIGNATURE:	/Scott McKinney/		
DATE SIGNED:	11/03/2014		
Total Attachments: 90			
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source=Restructuring Set C - Conversion of Tradesmen#page2.tif			

CH \$140.00 3105596

DECLARATION AND PLAN OF CONVERSION

This Declaration and Plan of Conversion (the "Agreement") dated as of October 21, 2014, is entered into pursuant to Section 18-214 of Title 6, Chapter 18 of the Delaware Limited Liability Company Act and Section 1701.792 of the Ohio Revised Code, is to evidence the following agreements and understandings:

1. **Tradesmen International, Inc.**, an Ohio corporation (the "OH Corp."), was incorporated pursuant to Articles of Incorporation filed with the office of the Ohio Secretary of State on June 1, 1990.

2. Pursuant to this Agreement, the Certificate of Formation to be filed with the office of the Delaware Secretary of State (the "Certificate of Formation") and the Certificates of Conversion to be filed, respectively, in the offices of the Ohio and Delaware Secretary of States (the "Certificates of Conversion"), copies of which are attached hereto as **Exhibits A, B and C** and incorporated herein by reference, the OH Corp. will convert into a Delaware limited liability company (the "Conversion") to be named **Tradesmen International, LLC** (the "DE LLC"), effective upon the filing of the Certificates of Conversion and the Certificate of Formation (the "Effective Date").

3. As soon as practical after the Effective Date, the DE LLC will qualify to transact business in the State of Ohio as a foreign limited liability company, in accordance with the Registration of a Foreign Limited Liability Company form, to be filed with the office of the Ohio Secretary of State, a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference. In accordance with Section 1701.792 (B)(c)(ii) of the Ohio Revised Code, the DE LLC will consent to be sued and served with process in the State of Ohio and irrevocably appoints the Secretary of State of Ohio as the agent of the DE LLC to accept service of process

in the State of Ohio to enforce against the DE LLC any obligation of the OH Corp. or to enforce the rights of a dissenting shareholder of the OH Corp.

4. The initial managing member of the DE LLC will be Tradesmen International, Inc., an Ohio corporation. This DE LLC will be governed upon conversion by the Operating Agreement of the DE LLC, attached hereto as **Exhibit E**.

5. This Agreement has been approved by the sole shareholder and board of directors of the OH Corp.

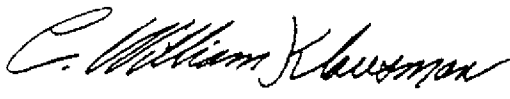
6. As of the Effective Date, all the issued and outstanding shares of common stock of the OH Corp. will convert into common units of membership interests of the DE LLC such that each share of stock shall convert into one (1) common unit of membership interest in the DE LLC.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, this Declaration and Plan of Conversion is hereby executed
by an authorized officer of the OH Corp., effective as of the Effective Date.

OH Corp.:

TRADESMEN INTERNATIONAL, INC.,
an Ohio corporation

By: 

C. William Klausman, Vice President and
General Counsel

Exhibit A

See attached.

CERTIFICATE OF FORMATION

OF

Tradesmen International, LLC

The undersigned, an authorized person within the meaning of Title 6, Chapter 18 of the Delaware Limited Liability Company Act (the "Act"), for the purpose of forming a limited liability company under the Act, hereby certifies that:

FIRST: The name of the limited liability company is:

Tradesmen International, LLC

SECOND: The address of its registered office required to be maintained by Section 18-104 of the Act is Corporate Creations Network Inc., 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810. The name of its registered agent at such address is Corporate Creations Network Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of _____, 2014.

Dominic A. DiPuccio, Authorized Person

Exhibit B

See attached.



Form 700 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Makes checks payable to Ohio Secretary of State

Mail this form to one of the following:
Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Certificate for Conversion for Entities Converting Within or Off the Records of the Ohio Secretary of State

Filing Fee: \$125

(CHECK ONLY ONE (1) BOX)

(1) Converting Within The Records of the Ohio
Secretary of State

(2) Converting Off The Records of the Ohio
Secretary of State

(187-VXX)

Name of the converting entity

Jurisdiction of Formation

Charter/Registration Number

The converting entity is a:
(Check Only (1) One Box)

- Domestic Corporation (For-Profit or Nonprofit)
- Foreign Corporation (For-Profit or Nonprofit)
- Domestic Nonprofit Limited Liability Company
- Foreign Nonprofit Limited Liability Company
- Domestic For-Profit Limited Liability Company
- Foreign For-Profit Limited Liability Company

- Partnership
- Domestic Limited Partnership
- Foreign Limited Partnership
- Domestic Limited Liability Partnership
- Foreign Limited Liability Partnership

The converting entity hereby states that it has complied with all laws in the jurisdiction under which it exists
and that those laws permit the conversion.

Name of the converted entity
Jurisdiction of Formation

The converted entity is a:
(Check Only (1) One Box)

- | | |
|--|---|
| <input type="checkbox"/> Domestic Corporation (For-Profit) | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Foreign Corporation (For-Profit or Nonprofit) | <input type="checkbox"/> Domestic Limited Partnership |
| <input type="checkbox"/> Domestic Nonprofit Limited Liability Company | <input type="checkbox"/> Foreign Limited Partnership |
| <input type="checkbox"/> Foreign Nonprofit Limited Liability Company | <input type="checkbox"/> Domestic Limited Liability Partnership |
| <input type="checkbox"/> Domestic For-Profit Limited Liability Company | <input type="checkbox"/> Foreign Limited Liability Partnership |
| <input checked="" type="checkbox"/> Foreign For-Profit Limited Liability Company | |

Effective Date (The conversion is effective upon the filing of this certificate or on a later date specified in the certificate)
(Optional)

Name and address of the person or entity that will provide a copy of the declaration of conversion upon written request.

Name

Mailing Address

City State Zip Code

Required information that must accompany conversion certificate if box 2 is checked

If the converting entity is a domestic or foreign entity that will not be licensed in Ohio, provide the name and address of the statutory agent upon whom any process, notice or demand may be served.

Name of Statutory Agent

Mailing Address

City State Zip Code

See instructions for additional filing requirements if
(1) the conversion creates a new domestic entity,
(2) the converted entity is a foreign entity that desires to transact business in Ohio; or
(3) if a domestic corporation or foreign corporation licensed in Ohio is the converting entity.

IN WITNESS WHEREOF, the conversion is authorized on behalf of the converting entity and that each person signing the certificate of conversion is authorized to do so.

Required

Must be signed by an authorized representative.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Complete the information in this section.

AFFIDAVIT

In lieu of dissolution releases from various governmental authorities.

Tradesmen International, Inc.

Name of Corporation

The undersigned, being first duly sworn, declares that on the dates indicated below, each of the named state governmental agencies was advised IN WRITING of the scheduled date of filing of the Certificate and was advised IN WRITING of the acknowledgement by the corporation of the applicability of the provisions of section 1701.95 of the ORC.

Agency	Date Notified	Agency	Date Notified
Ohio Bureau of Workers' Compensation 30 W. Spring Street Columbus, Ohio 43215 *Only required for domestic for-profit corporations	<input type="text"/>	Ohio Job & Family Services Status and Liability Section Data Correspondence Control Fax: 614-752-4811 Phone: 614-466-2319 Overnight: P.O. Box 182413 Columbus, OH 43218-2413	<input type="text"/> Regular: P.O. Box 182413 Columbus, OH 43218-2413
Ohio Department of Taxation Taxpayer Services Division/Tax Release Unit PO Box 182382 Columbus, OH 43218-2382 Dissolution@tax.state.oh.us *Complete this date notified field only if the corporation is a domestic non-profit corporation or foreign corporation. [see* note below]	<input type="text"/>	<input checked="" type="checkbox"/> The corporation is not required to pay or the department of taxation has not assessed any personal property tax.	

*Note: Domestic for-profit corporations must submit with this filing a Certificate of Tax Clearance issued by the Ohio Department of Taxation.

Note: This affidavit must be signed by one or more persons executing the certificate or by an officer of the corporation.

Signature Title

Name

Mailing Address

City State Zip Code

Sworn to and subscribed in my presence on
Date

Seal Commission Expires
Notary Public Date

AFFIDAVIT OF PERSONAL PROPERTY

State of

County of

Name of Officer

Title of Officer

of
Name of Corporation

and that this affidavit is made in compliance with Section of the Ohio Revised Code.

That above-named corporation: (Check one (1) of the following)

- Has no personal property in any county in Ohio
- Is the type required to pay personal property taxes to state authorities only
- Has personal property in the following county (ies)

Signature:

Title:

Sworn to and subscribed in my presence on Date

Seal

Notary Public

Expiration date of Notary Public's Commission Date

Exhibit C

See attached.

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A FOREIGN CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT**

- 1.) The jurisdiction where the Corporation first formed is Ohio.
- 2.) The jurisdiction immediately prior to filing this Certificate is Ohio.
- 3.) The date the Foreign Corporation first formed June 1, 1990.
- 4.) The name of the Foreign Corporation immediately prior to filing this Certificate is Tradesmen International, Inc..
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Tradesmen International, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the _____ day of _____, A.D. _____.

By: _____
Authorized Person

Name: C. William Klausman
Print or Type

Exhibit D

See attached.



Form 533B Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Registration of a Foreign Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) Registration of a Foreign For-Profit Limited
Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation ,2014

(2) Registration of a Foreign Nonprofit
Limited Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," or "Ltd"

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Taft Service Solutions Corp.

Name

425 Walnut Street, Suite 1800

Mailing Address

Cincinnati

City

Ohio

State

45202

ZIP Code

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

[Signature Box]

Signature

[By (if applicable) Box]

By (if applicable)

Dominic A. DiPuccio, Authorized Representative

Print Name

[Signature Box]

Signature

[By (if applicable) Box]

By (if applicable)

[Print Name Box]

Print Name

[Signature Box]

Signature

[By (if applicable) Box]

By (if applicable)

[Print Name Box]

Print Name

Exhibit E

See attached.

OPERATING AGREEMENT OF

TRADESMEN INTERNATIONAL, LLC

THIS OPERATING AGREEMENT ("Agreement") of **Tradesmen International, LLC**, a Delaware limited liability company (the "Company") formed pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the "Act") is entered into as of October 21, 2014, by **TII Holding Company, Inc.**, an Ohio corporation ("Member"), such execution to evidence the intent and agreement of the Member to implement an Operating Agreement under the provisions of the Act, for the purposes and upon the terms and conditions hereinafter set forth. Reference to an Article, Section, or paragraph means an Article, Section or paragraph of this Agreement, unless otherwise specified. The term "Member" and "Members" as used herein shall be deemed to include any individuals or entities that may be admitted from time to time as members of the Company.

RECITALS:

A. The Company was formed pursuant to the Certificate of Formation filed in the Office of the Delaware Secretary of State on October 21, 2014, with Dominic A. DiPuccio designated as the Authorized Person.

B. The Company is formed to effect the conversion of the existing Ohio corporation "Tradesmen International, Inc." (the "Old Company") into a Delaware limited liability company in accordance with Section 18-214 of the Act and Section 1701.792 of the Ohio Revised Code ("ORC").

C. Pursuant to the Certificates of Conversion filed in the Offices of the Ohio and Delaware Secretary of State and the Declaration and Plan of Conversion, the Old Company has been converted into a Delaware limited liability company (the "Conversion") effective as of October 21, 2014 (the "Conversion Date").

D. The execution of this Agreement by the Member constitutes its consent to the Conversion as set forth herein.

E. The Member hereby agrees and acknowledges that Joseph O. Wesley, John R. Marko and C. William Klausman are each authorized, acting alone or in concert to effect, make, execute, aver, acknowledge, deliver and file on behalf of the Company, the Old Company and the Member any documents, certificates, or other instruments necessary or appropriate to effect or facilitate the Conversion.

F. The Member desires to enter into this Agreement to set forth the rights, powers and interest of the Member with respect to the Company and its membership interest therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

ORGANIZATION

SECTION 1.1 – NAME AND CONVERSION.

The name of the limited liability company is Tradesmen International, LLC. Effective as of the time of the Conversion, (i) the corporate documents, including but not limited to articles of incorporation, as may be amended, regulations, as may be amended, shareholder agreement, as may be amended and any and all other documents governing the Old Company, in effect on the date hereof, are replaced and superseded in their entirety by this Agreement for all periods beginning on or after the Conversion, (ii) the sole shareholder of the Old Company immediately prior to the Conversion is automatically admitted to the Company as the sole member of the Company upon its execution of this Agreement, (iii) all of the shares of stock in the Old Company issued and outstanding immediately prior to the Conversion are converted into limited liability company interests in the Company, (iv) the sole shareholder of the Old Company immediately prior to the Conversion is the owner of all the limited liability company interests in the Company, and (v) all certificates evidencing interests in the Old Company issued by the Old Company and outstanding immediately prior to the Conversion have been canceled on the books and records of the Old Company.

SECTION 1.2 - PURPOSES OF BUSINESS.

The purposes for which the Company has been formed and the powers that it may exercise, all being in furtherance, and not in limitation, of the general powers conferred upon limited liability companies by the State of Delaware, are (i) to do any and all lawful activities involving the business of construction labor support; (ii) in general, to carry on any lawful business whatsoever that is calculated, directly or indirectly, to promote the interests of the Company or to enhance the value of its assets; and (iii) to have and exercise all rights, powers and privileges that are now or may hereafter be conferred upon limited liability companies by the laws of the State of Delaware, to invest the Company's surplus funds and to engage in such other business as the Managing Member may determine (clauses (i), (ii) and (iii) collectively referred to herein as, the "Business"), and (iv) to do any and all things incidental to the accomplishment of the foregoing purposes, or incidental to the protection and benefit of the Company, including, but not limited to, hiring and terminating employees, agents, independent contractors, attorneys, accountants, and other personnel.

SECTION 1.3 - PLACE OF BUSINESS.

The location of the principal place of business of the Company shall be 9760 Shepard Road, Macedonia, Ohio 44056 or at such other substituted or additional places of business as may be designated by the Managing Member.

SECTION 1.4 - EFFECTIVE DATE AND TERM.

This Agreement shall continue for a perpetual term, unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement. The Managing Member shall cause the Company to file such documents as may be required to permit the Company to carry on its business in the State of Ohio and any other jurisdiction in which the Company desires to conduct business.

SECTION 1.5 - NAME, ADDRESS, PERCENTAGE INTEREST AND UNITS OF MEMBERS.

The name, address, Units and Percentage Interest of the Members shall be as set forth on **Exhibit A** attached hereto and made a part hereof, and **Exhibit A** shall be amended as may be necessary or appropriate by the Managing Member. A Member's limited liability company interest in the Company shall mean a Member's share of profits, losses, cash distributions, capital account and other economic rights, voting rights and other rights in the Company. A "Unit" shall mean a unit of ownership in the Company having such rights and preferences as provided herein for such Class of Units. The currently-outstanding Units of the Company shall be set forth on **Exhibit A**, as amended. A "Percentage Interest" or "Percentage Interests" shall mean the percentage set forth on **Exhibit A** hereto which shall reflect the percentage determined from time to time by dividing the number of Units (regardless of Class) that a Member owns by the total number of outstanding Units (regardless of Class) held by all Members as set forth on **Exhibit A** hereto, as amended from time to time.

SECTION 1.6 - NAME AND ADDRESS OF STATUTORY AGENT.

The Company's Agent for service of process, as required under Section 18-104 of the Act, shall be Corporate Creations Network Inc. (the "Agent"). The Agent's address is 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810.

ARTICLE II

CAPITAL CONTRIBUTIONS

SECTION 2.1 - REQUIRED CAPITAL CONTRIBUTIONS.

(a) Capital Contributions. The Member shall not be obligated to make an additional capital contribution to the Company and the Member will not be personally liable for the debts and liabilities of the Company.

(b) Additional Funds. If additional funds are required to acquire, own, develop, operate, or manage the Business, the Member, in the Member's sole discretion, may, but shall not be required to, provide additional funds.

ARTICLE III

DISTRIBUTIONS

SECTION 3.1 - CASH DISTRIBUTIONS.

(a) Distributions of Cash Flow. Except as otherwise set forth in Section 3.1(b), the cash flow and other property held by the Company and not required in the operation of the Company's business (including the establishment of reasonable reserves) will be distributed to the Member, from time to time, at the discretion of the Managing Member. If there is more than one Member of the Company, distributions under this Section 3.1(a) shall be made to the Members in proportion to their Percentage Interests.

(b) Distribution of Liquidation Proceeds. Cash and other property distributed in connection with liquidation of the Company shall be distributed in accordance with Section 8.2.

SECTION 3.2 - ACCOUNTING.

The Company books shall be kept on a basis consistent with that employed for federal income tax purposes. The taxable year of the Company shall be the calendar year. The Company shall not be treated as an association taxed as a corporation for federal, state and/or local tax purposes.

ARTICLE IV

MANAGEMENT OF COMPANY

SECTION 4.1 - MANAGEMENT OF COMPANY.

(a) Designation of Managing Member. (a) The business and affairs of the Company shall be managed, operated and controlled by or under the direction of TII Holding Company, Inc., an Ohio corporation (the "Managing Member"), and the Managing Member shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the business, objectives and purposes of the Company, subject only to the terms of this Agreement and the Act. Without limiting the generality of the foregoing, except as expressly provided in this Agreement, the Managing Member shall have all the rights and powers that may be possessed by a manager under the Act and shall constitute a "manager" of the Company, as defined in the Act. Except as expressly provided in this Agreement or as prohibited by the Act, the Managing Member may delegate (and

revoke a prior delegation) to any officer, employee or agent of the Company any of the powers of the Managing Member.

(b) Authority of Managing Member to Bind the Company. Only the Managing Member and any officer, employee or agent of the Company authorized by the Managing Member shall have the authority to bind the Company.

(c) Decision of Members. If there is more than one Member, all decisions of the Members shall be made, with or without a meeting, by their majority vote, based on their respective Membership Interests in the Company. Any action that may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative written vote or approval of a majority of the members, which writing or writings shall be filed with or entered upon the records of the Company.

SECTION 4.2 - OFFICERS AND OTHER MATTERS.

(a) Election and Designation of Officers. The Managing Member may elect such officers as the Managing Member may deem necessary, if any. No one of the officers need be a Member. Any two or more offices may be held by the same person. The initial officers of the Company shall be as follows and shall serve in such capacity until their successor or successors are duly elected and qualified:

Joseph O. Wesley	President, Chief Executive Officer, Treasurer and Secretary
John R. Marko	Vice President, Chief Financial Officer and Assistant Secretary
C. William Klausman	Vice President and General Counsel

(b) Term of Office; Vacancies. Each officer of the Company shall hold office until the officer's successor is elected or until the officer's earlier resignation, removal from office, or death. The Managing Member may remove any officer at any time with or without cause.

(c) Delegation of Authority and Duties. The Managing Member is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

SECTION 4.3 - FINANCIAL ACCOUNTS.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member of the Company, pursuant to this Agreement. The funds of the Company shall be deposited in its name in such checking accounts, savings accounts, money market funds, or other financial accounts as shall be designated by the Managing Member. All withdrawals from such accounts or investments shall be made upon checks, drafts, or withdrawal forms signed by the Managing Member, or any agent of the Company who is designated by the Managing Member to sign checks, drafts, or other such instruments, provided that the expense has been approved by the Managing Member in accordance with this Article IV.

ARTICLE V

DUTIES AND LIABILITIES OF THE MANAGING MEMBER AND MEMBERS

SECTION 5.1 - LIABILITIES AND INDEMNIFICATION OF THE MANAGING MEMBER AND MEMBERS.

(a) To the fullest extent permitted by law, 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 no Indemnified Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Indemnified Person shall be liable to the Company or any Member for any loss or liability arising out of any act or omission of such Indemnified Person in connection with the Company to the extent that such act or omission was taken or omitted (i) in good faith, (ii) in the absence of fraud or willful misconduct, (iii) in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company and (iv) in compliance with this Agreement.

(c) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Indemnified Person believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(d) The Company shall and does hereby agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Indemnified Persons (as defined below), from and

against any and all liability, cost, expense, losses, claims, charges, actions, suits, proceedings, deficiencies, interest, penalties, damages, (collectively, "Liabilities") imposed on, incurred, suffered, asserted against or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to their discretionary or explicit authority hereunder; provided, however, the Company shall not indemnify an Indemnified Person or hold him harmless with respect to any of the foregoing incurred in connection with (i) such an Indemnified Person's acts or omissions undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (ii) the fraud, willful misconduct or gross negligence by such Indemnified Person or material breach of his obligations under this Agreement or other material breach of his fiduciary duties, (iii) any criminal action or proceeding by which such Indemnified Person had reasonable cause to believe such conduct was unlawful, (iv) any suit or action brought by such Indemnified Person against the Company or its Affiliates or (v) any matter for which a Member has expressly agreed to be liable under this Agreement. In particular, and without limitation of the foregoing, an Indemnified Person shall be entitled to indemnification by the Company against the reasonable expenses, including attorneys' fees and costs through any and all trial and appellate levels, actually and necessarily incurred in connection with the defense of any suit or action to which they, or any of them, is a party by reason of his/hers/its position as a Member or Managing Member to the fullest extent permitted under law. Any expenses or other amounts incurred or to be incurred by an Indemnified Person in connection with a proceeding as to which indemnification is, or may be, applicable under this Section 5.1(d) may be paid by the Company in advance of the final disposition of the proceedings upon receipt of a binding written agreement to repay said expenses or other amounts in the event it is finally adjudicated that such indemnification is not proper. If repayment is required, then all such sums advanced and to be repaid shall bear interest at the rate of interest reported as the "prime rate" of interest by The Wall Street Journal and will float on a daily basis from the date of disbursement, and the paying party shall pay all collection costs of the Company, if any, including attorneys' fees and costs. The provisions of this Section 5.1(d) shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains a Member, officer, employee or agent of the Company. Any indemnity under this Section 5.1(d) or otherwise shall be paid out of and to the extent of the Company's assets only.

(e) For purposes of this Agreement, "Indemnified Person" shall mean (i) a Member, a liquidating trustee or an officer of the Company, in each case in his, her or its capacity as such; (ii) a member of the board of directors (or equivalent governing body) of any subsidiary of the Company, a liquidating trustee or an officer of any subsidiary of the Company, in each case in his, her or its capacity as such, (iii) any Affiliate of a person referred to in clause (i) or (ii) above, or any officer, director, stockholder, partner, manager or member of any Member, and (iv) any person (other than the Company or any of its subsidiaries) of which a person referred to in clause (i) or (ii) above is serving as an officer, director, stockholder, partner, manager, member, employee, representative or agent at the request of the Company or any of its subsidiaries.

(f) For purposes of this Agreement, “Affiliate” of a person shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

SECTION 5.2 - RELIANCE ON ACTS OF THE MANAGING MEMBER.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member pursuant to this Agreement. No financial institutions or any other person, firm or corporation dealing with the Managing Member shall be required to ascertain whether the Managing Member is acting in accordance with this Agreement, and such financial institution or such other person, firm, corporation or other entity shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Managing Member.

ARTICLE VI

TRANSFER OF INTEREST AND WITHDRAWAL

OF A MEMBER

Upon the death, bankruptcy, adjudication of incompetency or insanity or occurrence of the events described in Section 18-304 of the Act, or any other event that results in the Member ceasing to be a member of the Company, the Company shall continue and the limited liability company interest owned by the withdrawn Member (the “Withdrawn Member”) shall be transferred to or devolve upon the devisees, executors, administrators, representatives, successors or assigns of the Withdrawn Member (as may be appropriate). Such assignees shall constitute a Member of the Company.

ARTICLE VII

AMENDMENTS

Except as otherwise specifically provided elsewhere in this Agreement or by law, amendments to this Agreement shall be made in a writing signed by the Member (or, if more than one Member, by the majority of such Members, based on their respective Percentage Interests). For the avoidance of doubt, any update to **Exhibit A** hereto will not constitute an amendment to this Agreement.

ARTICLE VIII

TERMINATION OF THE COMPANY

SECTION 8.1 - ELECTION TO TERMINATE AND DISSOLVE.

(a) Events Causing Dissolution. The Company shall be dissolved, terminated and liquidated, and its affairs wound-up, upon the first to occur of the following events:

1. The sale of all, or substantially all, of the assets of the Company; and
2. The decision of the Member (or successor Member(s)) to dissolve, terminate and liquidate the Company.

(b) Sale of Assets. Upon the occurrence of an event which causes the dissolution, termination and liquidation of the Company under Section 8.1(a), the Managing Member shall proceed with the winding up and liquidation of the Company. The Managing Member shall liquidate the Company's assets and distribute them in the manner and in accordance with the priorities set forth in Section 8.2. The Company shall not terminate until the Company's assets have been distributed in the manner set forth in Section 8.2 and the Certificate of Cancellation has been filed with the Secretary of State, as provided in Section 18-203 of the Act. Prior to the termination of the Company, its business and the rights, duties, and interests of the Company shall continue to be governed by this Agreement.

SECTION 8.2 - PROCEEDS OF LIQUIDATION.

Upon the dissolution, termination and liquidation of the Company, the liquidation proceeds shall be applied and distributed in the following order of priority:

(a) Debts. To the payment of the debts and liabilities of the Company (including any and all fees and loans payable to the Member) in the order of priority as provided by law, and the expense of liquidation;

(b) Reserves. To establish reserves which the Company may deem reasonably necessary for any contingent, foreseen or unforeseen liabilities or obligations of the Company; and

(c) Balance to Members. The remaining balance, if any, shall be distributed to the Member, or, if more than one Member, to the Members in proportion to their Percentage Interests.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 - GOVERNING LAW.

The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 9.2 - SEVERABILITY.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or the application thereto to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 9.3 - CAPTION.

Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

SECTION 9.4 - NUMBER AND GENDER.

All of the terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in such number and gender.

SECTION 9.5 - BINDING EFFECT.

The obligations entered into herein shall be valid and binding upon the Member's representatives, successors and assigns (where permitted).

SECTION 9.6 - INCORPORATION BY REFERENCE.

The recitals, Preliminary Statement and all exhibits to this Agreement are hereby incorporated as if rewritten in their entirety.

SECTION 9.7 - TAX TREATMENT.

As long as there exists only one Member (as determined for U.S. federal income tax purposes) of the Company, the Company shall not be treated as a separate entity for federal, state and local income tax purposes. If the Company has more than one Member (as determined for U.S. federal income tax purposes), the Company shall be treated as a partnership for federal, state, and local tax purposes and the tax treatment of the Company shall then be governed by Subchapter K of the Internal Revenue Code (the "Code") pursuant to Treasury Regulation Section 301.7701-3. The capital accounts of the Members shall be maintained in accordance with the Treasury Regulations issued pursuant to Code Section 704. If the Company has more than one Member, except as otherwise required under the Treasury Regulations issued pursuant to Code Section 704, profits and losses shall be allocated to the Members in proportion to their Percentage Interests.

SECTION 9.8 - NO LIABILITY TO THIRD PARTIES.

The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

SECTION 9.9 - RIGHTS OF CREDITORS AND THIRD PARTIES UNDER AGREEMENTS.

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and their respective successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

SECTION 9.10 - COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Operating Agreement of **Tradesmen International, LLC**, a Delaware limited liability company, as of the date first above written.

Member:

TII HOLDING COMPANY, INC.,
an Ohio corporation

By: _____
C. William Klausman, Vice President and
General Counsel

EXHIBIT A
to
Operating Agreement of Tradesmen International, LLC

<u>Member Name and Address</u>	<u>Units</u>	<u>Percentage Interest</u>
TII Holding Company, Inc. 9760 Shepard Road Macedonia, Ohio 44056	100	100%

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN OHIO CORPORATION UNDER THE NAME OF "TRADESMEN INTERNATIONAL, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TRADESMEN INTERNATIONAL, INC." TO "TRADESMEN INTERNATIONAL, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2014, AT 10:51 O'CLOCK A.M.

5624796 8100V

141315153

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1796477

DATE: 10-21-14

TRADEMARK
REEL: 005393 FRAME: 0509

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A FOREIGN CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Ohio.
- 2.) The jurisdiction immediately prior to filing this Certificate is Ohio.
- 3.) The date the Foreign Corporation first formed June 1, 1990.
- 4.) The name of the Foreign Corporation immediately prior to filing this Certificate is Tradesmen International, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Tradesmen International, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
20th day of October, A.D. 2014.

By: C. William Klausman
Authorized Person

Name: C. William Klausman
Print or Type

Delaware

PAGE 2

The First State

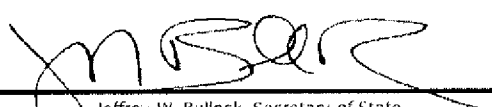
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "TRADESMEN INTERNATIONAL, LLC" FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2014, AT 10:51 O'CLOCK A.M.



5624796 8100V

141315153

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1796477

DATE: 10-21-14

TRADEMARK
REEL: 005393 FRAME: 0511

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:56 AM 10/21/2014
FILED 10:51 AM 10/21/2014
SRV 141315153 - 5624796 FILE

CERTIFICATE OF FORMATION

OF

Tradesmen International, LLC

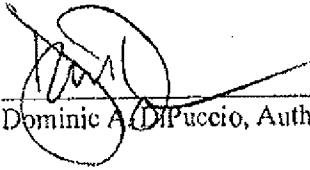
The undersigned, an authorized person within the meaning of Title 6, Chapter 18 of the Delaware Limited Liability Company Act (the "Act"), for the purpose of forming a limited liability company under the Act, hereby certifies that:

FIRST: The name of the limited liability company is:

Tradesmen International, LLC

SECOND: The address of its registered office required to be maintained by Section 18-104 of the Act is Corporate Creations Network Inc., 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810. The name of its registered agent at such address is Corporate Creations Network Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of
October 20, 2014.



Dominic A. DiPuccio, Authorized Person

201429400749

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/21/2014	201429400749	CONVERSION WITHIN SOS RECORDS (CVS)	125.00	300.00	.00	.00	.00

Receipt

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

CT CORPORATION SYSTEM
JAMES H TANKS III
4400 EASTON COMMONS WAY, SUITE 125
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

774544

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

TRADESMEN INTERNATIONAL, LLC

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

Document(s)
CONVERSION WITHIN SOS RECORDS

Document No(s):
201429400749

Effective Date: 10/21/2014

CHANGE BUSINESS TYPE FOR. PROFIT LIM. LIAB. CO.



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 21st day of October, A.D. 2014.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

**TRADEMARK
REEL: 005393 FRAME: 0513**



Form 700 Prescribed by:

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Makes checks payable to Ohio Secretary of State

Mail this form to one of the following:
Regular Filing (non expedita)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Certificate for Conversion for Entities Converting Within or Off the Records of the Ohio Secretary of State

Filing Fee: \$125

(CHECK ONLY ONE (1) BOX)

(1) <input checked="" type="checkbox"/> Converting Within The Records of the Ohio Secretary of State	(2) <input type="checkbox"/> Converting Off The Records of the Ohio Secretary of State (187-VXX)
--	---

Name of the converting entity	Tradesmen International, Inc.
Jurisdiction of Formation	Ohio
Charter/Registration Number	774544

The converting entity is a:
(Check Only (1) One Box)

<input checked="" type="checkbox"/> Domestic Corporation (For-Profit or Nonprofit)	<input type="checkbox"/> Partnership
<input type="checkbox"/> Foreign Corporation (For-Profit or Nonprofit)	<input type="checkbox"/> Domestic Limited Partnership
<input type="checkbox"/> Domestic Nonprofit Limited Liability Company	<input type="checkbox"/> Foreign Limited Partnership
<input type="checkbox"/> Foreign Nonprofit Limited Liability Company	<input type="checkbox"/> Domestic Limited Liability Partnership
<input type="checkbox"/> Domestic For-Profit Limited Liability Company	<input type="checkbox"/> Foreign Limited Liability Partnership
<input type="checkbox"/> Foreign For-Profit Limited Liability Company	

The converting entity hereby states that it has complied with all laws in the jurisdiction under which it exists and that those laws permit the conversion.

RECEIVED
SECRETARY OF STATE
2014 OCT 21 AM 11:13
CLIENT SERVICE CENTER

COPY

Name of the converted entity

Jurisdiction of Formation

The converted entity is a:
(Check Only (1) One Box)

<input type="checkbox"/> Domestic Corporation (For-Profit)	<input type="checkbox"/> Partnership
<input type="checkbox"/> Foreign Corporation (For-Profit or Nonprofit)	<input type="checkbox"/> Domestic Limited Partnership
<input type="checkbox"/> Domestic Nonprofit Limited Liability Company	<input type="checkbox"/> Foreign Limited Partnership
<input type="checkbox"/> Foreign Nonprofit Limited Liability Company	<input type="checkbox"/> Domestic Limited Liability Partnership
<input type="checkbox"/> Domestic For-Profit Limited Liability Company	<input type="checkbox"/> Foreign Limited Liability Partnership
<input checked="" type="checkbox"/> Foreign For-Profit Limited Liability Company	

Effective Date (Optional) (The conversion is effective upon the filing of this certificate or on a later date specified in the certificate)

Name and address of the person or entity that will provide a copy of the declaration of conversion upon written request.

Name

Mailing Address

City State Zip Code

Required information that must accompany conversion certificate if box 2 is checked

If the converting entity is a domestic or foreign entity that will not be licensed in Ohio, provide the name and address of the statutory agent upon whom any process, notice or demand may be served.

Name of Statutory Agent

Mailing Address

City State Zip Code

See instructions for additional filing requirements if

- (1) the conversion creates a new domestic entity,
- (2) the converted entity is a foreign entity that desires to transact business in Ohio; or
- (3) if a domestic corporation or foreign corporation licensed in Ohio is the converting entity.

IN WITNESS WHEREOF, the conversion is authorized on behalf of the converting entity and that each person signing the certificate of conversion is authorized to do so.

Required
Must be signed by an
authorized representative.

C. William Klausman
Signature

By (if applicable)

C. William Klausman, Vice President and General Counsel
Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Complete the information in this section.

AFFIDAVIT

In lieu of dissolution releases from various governmental authorities.

Tradesmen International, Inc.

Name of Corporation

The undersigned, being first duly sworn, declares that on the dates indicated below, each of the named state governmental agencies was advised IN WRITING of the scheduled date of filing of the Certificate and was advised IN WRITING of the acknowledgement by the corporation of the applicability of the provisions of section 1701.95 of the ORC.

Agency	Date Notified	Agency	Date Notified
Ohio Bureau of Workers' Compensation 30 W. Spring Street Columbus, Ohio 43215	October 26, 2014	Ohio Job & Family Services Status and Liability Section Data Correspondence Control Fax: 614-752-4811 Phone: 614-466-2319	October 20, 2014
*Only required for domestic for-profit corporations		Overnight: P.O. Box 182413 Columbus, OH 43218-2413	Regular: P.O. Box 182413 Columbus, OH 43218-2413
Ohio Department of Taxation Taxpayer Services Division/Tax Release Unit PO Box 182382 Columbus, OH 43218-2382 Dissolution@tax.state.oh.us		<input checked="" type="checkbox"/> The corporation is not required to pay or the department of taxation has not assessed any personal property tax.	
*Complete this date notified field only if the corporation is a domestic non-profit corporation or foreign corporation... (see note below)			

*Note: Domestic for-profit corporations must submit with this filing a Certificate of Tax Clearance issued by the Ohio Department of Taxation.

Note: This affidavit must be signed by one or more persons executing the certificate or by an officer of the corporation.

Signature *C. William Klausman* Title VP and General Counsel

C. William Klausman
Name

9760 Shepard Road
Mailing Address

Macedonia Ohio 44056
City State Zip Code

Sworn to and subscribed in my presence on 10/20/14 Date

Seal
KIMBERLY LENTZ
Notary Public
In and for the State of Ohio
Recorded in Stark County
My Comm. Expires 3/17/16
Notary Public

Commission Expires 3/17/16 Date



Form 533B Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busseerv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Registration of a Foreign Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) Registration of a Foreign For-Profit Limited Liability Company
(108-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

(2) Registration of a Foreign Nonprofit Limited Liability Company
(108-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

Taft Service Solutions Corp.

Name

426 Walnut Street, Suite 1800

Mailing Address

Cincinnati

City

Ohio

State

45202

ZIP Code

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Dominic A. DiPuccio, Authorized Representative

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Department of
Taxation

Taxpayer Services Division
P. O. Box 182382
Columbus, Ohio 43218-2382
Phone: 888-405-4039
TTY/TDD: 800-750-0750
<http://tax.ohio.gov>

CERTIFICATE OF TAX CLEARANCE

This certificate certifies that the below stated entity has filed all tax returns and paid in full all taxes and fees administered by the tax commissioner through the certificate issue date indicated below. Additional tax liabilities may be billed and/or assessed at a later date as a result of an examination or audit for any periods ending prior to the date of dissolution.

TRADESMEN INTERNATIONAL INC

Charter: 774544

Certificate issue date: **October 3, 2014**

Joseph W. Testa
Tax Commissioner

Note: This certificate must be filed along with all forms prescribed by the Ohio Secretary of State. For filing information, visit Ohio Secretary of State's web site at *OhioSecretaryofState.gov*.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT

FIRST: "TRADESMEN INTERNATIONAL, INC.", A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO, FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2014, AT 10:41 O'CLOCK A.M., A CERTIFICATE OF SURRENDER OF AUTHORITY OF THE CORPORATION TO DO BUSINESS IN THIS STATE AND ITS WITHDRAWAL THEREFROM.

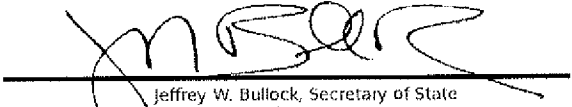
SECOND: THE APPOINTMENT OF THE REGISTERED AGENT OF "TRADESMEN INTERNATIONAL, INC.", IN THIS STATE, UPON WHOM PROCESS AGAINST THE CORPORATION MAY BE SERVED, SHALL BE REVOKED.

2865350 8100W

141315051



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1796329

DATE: 10-21-14

TRADEMARK
REEL: 005393 FRAME: 0522

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:55 AM 10/21/2014
FILED 10:41 AM 10/21/2014
SRV 141315051 - 2865350 FILE

STATE OF DELAWARE
CERTIFICATE OF WITHDRAWAL
FROM THE STATE OF DELAWARE

KNOW ALL MEN BY THESE PRESENTS:

That Tradesmen International, Inc.
organized under and by virtue of the laws of the State of Ohio,
duly authorized to do business in the State of Delaware, does hereby certify that said
corporation, by action of its Board of Directors, surrenders its authority to transact
business in Delaware and withdraws therefrom, and specifies _____
9780 Shepard Road, Macedonia, Ohio 44056
as the address to which the Secretary of the State of Delaware may mail any process
against this corporation that may be served upon him.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the
official seal of the aforesaid corporation the 20th day of
October, A.D. 2014.

By: C. William Klausman
Authorized Officer

Name: C. William Klausman
Print or Type

Title: Vice President and General Counsel

7599 E472 E000 0707 E002

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Ohio Job & Family Services Status and Liability Section Data Correspondence Control	
Sent To	
Street, Apt or PO Box	P.O. Box 182413
City, State	Columbus, OH 43218-2413
PS Form 3800, June 2002 See Reverse for Instructions	

Postmark Here

Tradesmen International, Inc.
9760 Shepard Road
Macedonia, Ohio 44056

October 20, 2014

Via Certified Mail

Return Receipt Requested

Ohio Job & Family Services
Status and Liability Section
Data Correspondence Control
P.O. Box 182413
Columbus, Ohio 43218-2413

Re: Tradesmen International, Inc.

Dear Sir/Madam:

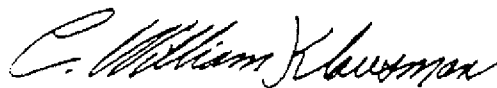
Tradesmen International, Inc. was incorporated as an Ohio corporation on June 1, 1990 (the "Corporation"). The Corporation proposes to convert into a Delaware limited liability company to be known as Tradesmen International, LLC on or about October 21, 2014, the scheduled date of filing of the Certificate for Conversion with the office of the Ohio Secretary of State.

The Corporation hereby acknowledges the applicability of Section 1701.95 of the Ohio Revised Code.

Very truly yours,

TRADESMEN INTERNATIONAL, INC.,
an Ohio corporation

By: _____



C. William Klausman, Vice President and
General Counsel

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7003 1010 0003 7433 6668

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Pos		
Sent To		
Street, Apt. or PO Box		
City, State		

Ohio Bureau of Workers
Compensation
30 W. Spring Street
Columbus, OH 43215

Tradesmen International, Inc.
9760 Shepard Road
Macedonia, Ohio 44056

October 20, 2014

Via Certified Mail

Return Receipt Requested

Ohio Bureau of Workers' Compensation
30 W. Spring Street
Columbus, Ohio 43215

Re: Tradesmen International, Inc.

Dear Sir/Madam:

Tradesmen International, Inc. was incorporated as an Ohio corporation on June 1, 1990 (the "Corporation"). The Corporation proposes to convert into a Delaware limited liability company to be known as Tradesmen International, LLC on or about October 21, 2014, the scheduled date of filing of the Certificate for Conversion with the office of the Ohio Secretary of State.

The Corporation hereby acknowledges the applicability of Section 1701.95 of the Ohio Revised Code.

Very truly yours,

TRADESMEN INTERNATIONAL, INC.,
an Ohio corporation

By: _____



C. William Klausman, Vice President and
General Counsel

OPERATING AGREEMENT OF

TRADESMEN INTERNATIONAL, LLC

THIS OPERATING AGREEMENT ("Agreement") of **Tradesmen International, LLC**, a Delaware limited liability company (the "Company") formed pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the "Act") is entered into as of October 21, 2014, by **TII Holding Company, Inc.**, an Ohio corporation ("Member"), such execution to evidence the intent and agreement of the Member to implement an Operating Agreement under the provisions of the Act, for the purposes and upon the terms and conditions hereinafter set forth. Reference to an Article, Section, or paragraph means an Article, Section or paragraph of this Agreement, unless otherwise specified. The term "Member" and "Members" as used herein shall be deemed to include any individuals or entities that may be admitted from time to time as members of the Company.

RECITALS:

A. The Company was formed pursuant to the Certificate of Formation filed in the Office of the Delaware Secretary of State on October 21, 2014, with Dominic A. DiPuccio designated as the Authorized Person.

B. The Company is formed to effect the conversion of the existing Ohio corporation "Tradesmen International, Inc." (the "Old Company") into a Delaware limited liability company in accordance with Section 18-214 of the Act and Section 1701.792 of the Ohio Revised Code ("ORC").

C. Pursuant to the Certificates of Conversion filed in the Offices of the Ohio and Delaware Secretary of State and the Declaration and Plan of Conversion, the Old Company has been converted into a Delaware limited liability company (the "Conversion") effective as of October 21, 2014 (the "Conversion Date").

D. The execution of this Agreement by the Member constitutes its consent to the Conversion as set forth herein.

E. The Member hereby agrees and acknowledges that Joseph O. Wesley, John R. Marko and C. William Klausman are each authorized, acting alone or in concert to effect, make, execute, aver, acknowledge, deliver and file on behalf of the Company, the Old Company and the Member any documents, certificates, or other instruments necessary or appropriate to effect or facilitate the Conversion.

F. The Member desires to enter into this Agreement to set forth the rights, powers and interest of the Member with respect to the Company and its membership interest therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

ORGANIZATION

SECTION 1.1 – NAME AND CONVERSION.

The name of the limited liability company is Tradesmen International, LLC. Effective as of the time of the Conversion, (i) the corporate documents, including but not limited to articles of incorporation, as may be amended, regulations, as may be amended, shareholder agreement, as may be amended and any and all other documents governing the Old Company, in effect on the date hereof, are replaced and superseded in their entirety by this Agreement for all periods beginning on or after the Conversion, (ii) the sole shareholder of the Old Company immediately prior to the Conversion is automatically admitted to the Company as the sole member of the Company upon its execution of this Agreement, (iii) all of the shares of stock in the Old Company issued and outstanding immediately prior to the Conversion are converted into limited liability company interests in the Company, (iv) the sole shareholder of the Old Company immediately prior to the Conversion is the owner of all the limited liability company interests in the Company, and (v) all certificates evidencing interests in the Old Company issued by the Old Company and outstanding immediately prior to the Conversion have been canceled on the books and records of the Old Company.

SECTION 1.2 - PURPOSES OF BUSINESS.

The purposes for which the Company has been formed and the powers that it may exercise, all being in furtherance, and not in limitation, of the general powers conferred upon limited liability companies by the State of Delaware, are (i) to do any and all lawful activities involving the business of construction labor support; (ii) in general, to carry on any lawful business whatsoever that is calculated, directly or indirectly, to promote the interests of the Company or to enhance the value of its assets; and (iii) to have and exercise all rights, powers and privileges that are now or may hereafter be conferred upon limited liability companies by the laws of the State of Delaware, to invest the Company's surplus funds and to engage in such other business as the Managing Member may determine (clauses (i), (ii) and (iii) collectively referred to herein as, the "Business"), and (iv) to do any and all things incidental to the accomplishment of the foregoing purposes, or incidental to the protection and benefit of the Company, including, but not limited to, hiring and terminating employees, agents, independent contractors, attorneys, accountants, and other personnel.

SECTION 1.3 - PLACE OF BUSINESS.

The location of the principal place of business of the Company shall be 9760 Shepard Road, Macedonia, Ohio 44056 or at such other substituted or additional places of business as may be designated by the Managing Member.

SECTION 1.4 - EFFECTIVE DATE AND TERM.

This Agreement shall continue for a perpetual term, unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement. The Managing Member shall cause the Company to file such documents as may be required to permit the Company to carry on its business in the State of Ohio and any other jurisdiction in which the Company desires to conduct business.

SECTION 1.5 - NAME, ADDRESS, PERCENTAGE INTEREST AND UNITS OF MEMBERS.

The name, address, Units and Percentage Interest of the Members shall be as set forth on **Exhibit A** attached hereto and made a part hereof, and **Exhibit A** shall be amended as may be necessary or appropriate by the Managing Member. A Member's limited liability company interest in the Company shall mean a Member's share of profits, losses, cash distributions, capital account and other economic rights, voting rights and other rights in the Company. A "Unit" shall mean a unit of ownership in the Company having such rights and preferences as provided herein for such Class of Units. The currently-outstanding Units of the Company shall be set forth on **Exhibit A**, as amended. A "Percentage Interest" or "Percentage Interests" shall mean the percentage set forth on **Exhibit A** hereto which shall reflect the percentage determined from time to time by dividing the number of Units (regardless of Class) that a Member owns by the total number of outstanding Units (regardless of Class) held by all Members as set forth on **Exhibit A** hereto, as amended from time to time.

SECTION 1.6 - NAME AND ADDRESS OF STATUTORY AGENT.

The Company's Agent for service of process, as required under Section 18-104 of the Act, shall be Corporate Creations Network Inc. (the "Agent"). The Agent's address is 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810.

ARTICLE II

CAPITAL CONTRIBUTIONS

SECTION 2.1 - REQUIRED CAPITAL CONTRIBUTIONS.

(a) Capital Contributions. The Member shall not be obligated to make an additional capital contribution to the Company and the Member will not be personally liable for the debts and liabilities of the Company.

(b) Additional Funds. If additional funds are required to acquire, own, develop, operate, or manage the Business, the Member, in the Member's sole discretion, may, but shall not be required to, provide additional funds.

ARTICLE III

DISTRIBUTIONS

SECTION 3.1 - CASH DISTRIBUTIONS.

(a) Distributions of Cash Flow. Except as otherwise set forth in Section 3.1(b), the cash flow and other property held by the Company and not required in the operation of the Company's business (including the establishment of reasonable reserves) will be distributed to the Member, from time to time, at the discretion of the Managing Member. If there is more than one Member of the Company, distributions under this Section 3.1(a) shall be made to the Members in proportion to their Percentage Interests.

(b) Distribution of Liquidation Proceeds. Cash and other property distributed in connection with liquidation of the Company shall be distributed in accordance with Section 8.2.

SECTION 3.2 - ACCOUNTING.

The Company books shall be kept on a basis consistent with that employed for federal income tax purposes. The taxable year of the Company shall be the calendar year. The Company shall not be treated as an association taxed as a corporation for federal, state and/or local tax purposes.

ARTICLE IV

MANAGEMENT OF COMPANY

SECTION 4.1 - MANAGEMENT OF COMPANY.

(a) Designation of Managing Member. (a) The business and affairs of the Company shall be managed, operated and controlled by or under the direction of TII Holding Company, Inc., an Ohio corporation (the "Managing Member"), and the Managing Member shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the business, objectives and purposes of the Company, subject only to the terms of this Agreement and the Act. Without limiting the generality of the foregoing, except as expressly provided in this Agreement, the Managing Member shall have all the rights and powers that may be possessed by a manager under the Act and shall constitute a "manager" of the Company, as defined in the Act. Except as expressly provided in this Agreement or as prohibited by the Act, the Managing Member may delegate (and

revoke a prior delegation) to any officer, employee or agent of the Company any of the powers of the Managing Member.

(b) Authority of Managing Member to Bind the Company. Only the Managing Member and any officer, employee or agent of the Company authorized by the Managing Member shall have the authority to bind the Company.

(c) Decision of Members. If there is more than one Member, all decisions of the Members shall be made, with or without a meeting, by their majority vote, based on their respective Membership Interests in the Company. Any action that may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative written vote or approval of a majority of the members, which writing or writings shall be filed with or entered upon the records of the Company.

SECTION 4.2 - OFFICERS AND OTHER MATTERS.

(a) Election and Designation of Officers. The Managing Member may elect such officers as the Managing Member may deem necessary, if any. No one of the officers need be a Member. Any two or more offices may be held by the same person. The initial officers of the Company shall be as follows and shall serve in such capacity until their successor or successors are duly elected and qualified:

Joseph O. Wesley	President, Chief Executive Officer, Treasurer and Secretary
John R. Marko	Vice President, Chief Financial Officer and Assistant Secretary
C. William Klausman	Vice President and General Counsel

(b) Term of Office; Vacancies. Each officer of the Company shall hold office until the officer's successor is elected or until the officer's earlier resignation, removal from office, or death. The Managing Member may remove any officer at any time with or without cause.

(c) Delegation of Authority and Duties. The Managing Member is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

SECTION 4.3 - FINANCIAL ACCOUNTS.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member of the Company, pursuant to this Agreement. The funds of the Company shall be deposited in its name in such checking accounts, savings accounts, money market funds, or other financial accounts as shall be designated by the Managing Member. All withdrawals from such accounts or investments shall be made upon checks, drafts, or withdrawal forms signed by the Managing Member, or any agent of the Company who is designated by the Managing Member to sign checks, drafts, or other such instruments, provided that the expense has been approved by the Managing Member in accordance with this Article IV.

ARTICLE V

DUTIES AND LIABILITIES OF THE MANAGING MEMBER AND MEMBERS

SECTION 5.1 - LIABILITIES AND INDEMNIFICATION OF THE MANAGING MEMBER AND MEMBERS.

(a) To the fullest extent permitted by law, 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 no Indemnified Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Indemnified Person shall be liable to the Company or any Member for any loss or liability arising out of any act or omission of such Indemnified Person in connection with the Company to the extent that such act or omission was taken or omitted (i) in good faith, (ii) in the absence of fraud or willful misconduct, (iii) in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company and (iv) in compliance with this Agreement.

(c) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Indemnified Person believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(d) The Company shall and does hereby agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Indemnified Persons (as defined below), from and

against any and all liability, cost, expense, losses, claims, charges, actions, suits, proceedings, deficiencies, interest, penalties, damages, (collectively, "Liabilities") imposed on, incurred, suffered, asserted against or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to their discretionary or explicit authority hereunder; provided, however, the Company shall not indemnify an Indemnified Person or hold him harmless with respect to any of the foregoing incurred in connection with (i) such an Indemnified Person's acts or omissions undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (ii) the fraud, willful misconduct or gross negligence by such Indemnified Person or material breach of his obligations under this Agreement or other material breach of his fiduciary duties, (iii) any criminal action or proceeding by which such Indemnified Person had reasonable cause to believe such conduct was unlawful, (iv) any suit or action brought by such Indemnified Person against the Company or its Affiliates or (v) any matter for which a Member has expressly agreed to be liable under this Agreement. In particular, and without limitation of the foregoing, an Indemnified Person shall be entitled to indemnification by the Company against the reasonable expenses, including attorneys' fees and costs through any and all trial and appellate levels, actually and necessarily incurred in connection with the defense of any suit or action to which they, or any of them, is a party by reason of his/hers/its position as a Member or Managing Member to the fullest extent permitted under law. Any expenses or other amounts incurred or to be incurred by an Indemnified Person in connection with a proceeding as to which indemnification is, or may be, applicable under this Section 5.1(d) may be paid by the Company in advance of the final disposition of the proceedings upon receipt of a binding written agreement to repay said expenses or other amounts in the event it is finally adjudicated that such indemnification is not proper. If repayment is required, then all such sums advanced and to be repaid shall bear interest at the rate of interest reported as the "prime rate" of interest by The Wall Street Journal and will float on a daily basis from the date of disbursement, and the paying party shall pay all collection costs of the Company, if any, including attorneys' fees and costs. The provisions of this Section 5.1(d) shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains a Member, officer, employee or agent of the Company. Any indemnity under this Section 5.1(d) or otherwise shall be paid out of and to the extent of the Company's assets only.

(e) For purposes of this Agreement, "Indemnified Person" shall mean (i) a Member, a liquidating trustee or an officer of the Company, in each case in his, her or its capacity as such; (ii) a member of the board of directors (or equivalent governing body) of any subsidiary of the Company, a liquidating trustee or an officer of any subsidiary of the Company, in each case in his, her or its capacity as such, (iii) any Affiliate of a person referred to in clause (i) or (ii) above, or any officer, director, stockholder, partner, manager or member of any Member, and (iv) any person (other than the Company or any of its subsidiaries) of which a person referred to in clause (i) or (ii) above is serving as an officer, director, stockholder, partner, manager, member, employee, representative or agent at the request of the Company or any of its subsidiaries.

(f) For purposes of this Agreement, "Affiliate" of a person shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

SECTION 5.2 - RELIANCE ON ACTS OF THE MANAGING MEMBER.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member pursuant to this Agreement. No financial institutions or any other person, firm or corporation dealing with the Managing Member shall be required to ascertain whether the Managing Member is acting in accordance with this Agreement, and such financial institution or such other person, firm, corporation or other entity shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Managing Member.

ARTICLE VI

TRANSFER OF INTEREST AND WITHDRAWAL

OF A MEMBER

Upon the death, bankruptcy, adjudication of incompetency or insanity or occurrence of the events described in Section 18-304 of the Act, or any other event that results in the Member ceasing to be a member of the Company, the Company shall continue and the limited liability company interest owned by the withdrawn Member (the "Withdrawn Member") shall be transferred to or devolve upon the devisees, executors, administrators, representatives, successors or assigns of the Withdrawn Member (as may be appropriate). Such assignees shall constitute a Member of the Company.

ARTICLE VII

AMENDMENTS

Except as otherwise specifically provided elsewhere in this Agreement or by law, amendments to this Agreement shall be made in a writing signed by the Member (or, if more than one Member, by the majority of such Members, based on their respective Percentage Interests). For the avoidance of doubt, any update to **Exhibit A** hereto will not constitute an amendment to this Agreement.

ARTICLE VIII

TERMINATION OF THE COMPANY

SECTION 8.1 - ELECTION TO TERMINATE AND DISSOLVE.

(a) Events Causing Dissolution. The Company shall be dissolved, terminated and liquidated, and its affairs wound-up, upon the first to occur of the following events:

1. The sale of all, or substantially all, of the assets of the Company; and
2. The decision of the Member (or successor Member(s)) to dissolve, terminate and liquidate the Company.

(b) Sale of Assets. Upon the occurrence of an event which causes the dissolution, termination and liquidation of the Company under Section 8.1(a), the Managing Member shall proceed with the winding up and liquidation of the Company. The Managing Member shall liquidate the Company's assets and distribute them in the manner and in accordance with the priorities set forth in Section 8.2. The Company shall not terminate until the Company's assets have been distributed in the manner set forth in Section 8.2 and the Certificate of Cancellation has been filed with the Secretary of State, as provided in Section 18-203 of the Act. Prior to the termination of the Company, its business and the rights, duties, and interests of the Company shall continue to be governed by this Agreement.

SECTION 8.2 - PROCEEDS OF LIQUIDATION.

Upon the dissolution, termination and liquidation of the Company, the liquidation proceeds shall be applied and distributed in the following order of priority:

(a) Debts. To the payment of the debts and liabilities of the Company (including any and all fees and loans payable to the Member) in the order of priority as provided by law, and the expense of liquidation;

(b) Reserves. To establish reserves which the Company may deem reasonably necessary for any contingent, foreseen or unforeseen liabilities or obligations of the Company; and

(c) Balance to Members. The remaining balance, if any, shall be distributed to the Member, or, if more than one Member, to the Members in proportion to their Percentage Interests.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 - GOVERNING LAW.

The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 9.2 - SEVERABILITY.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or the application thereto to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 9.3 - CAPTION.

Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

SECTION 9.4 - NUMBER AND GENDER.

All of the terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in such number and gender.

SECTION 9.5 - BINDING EFFECT.

The obligations entered into herein shall be valid and binding upon the Member's representatives, successors and assigns (where permitted).

SECTION 9.6 - INCORPORATION BY REFERENCE.

The recitals, Preliminary Statement and all exhibits to this Agreement are hereby incorporated as if rewritten in their entirety.

SECTION 9.7 - TAX TREATMENT.

As long as there exists only one Member (as determined for U.S. federal income tax purposes) of the Company, the Company shall not be treated as a separate entity for federal, state and local income tax purposes. If the Company has more than one Member (as determined for U.S. federal income tax purposes), the Company shall be treated as a partnership for federal, state, and local tax purposes and the tax treatment of the Company shall then be governed by Subchapter K of the Internal Revenue Code (the "Code") pursuant to Treasury Regulation Section 301.7701-3. The capital accounts of the Members shall be maintained in accordance with the Treasury Regulations issued pursuant to Code Section 704. If the Company has more than one Member, except as otherwise required under the Treasury Regulations issued pursuant to Code Section 704, profits and losses shall be allocated to the Members in proportion to their Percentage Interests.

SECTION 9.8 - NO LIABILITY TO THIRD PARTIES.

The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

SECTION 9.9 - RIGHTS OF CREDITORS AND THIRD PARTIES UNDER AGREEMENTS.

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and their respective successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

SECTION 9.10 - COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Operating Agreement of **Tradesmen International, LLC**, a Delaware limited liability company, as of the date first above written.

Member:

TH HOLDING COMPANY, INC.,
an Ohio corporation


By: 
C. William Klausman, Vice President and
General Counsel

EXHIBIT A
to
Operating Agreement of Tradesmen International, LLC

<u>Member Name and Address</u>	<u>Units</u>	<u>Percentage Interest</u>
TII Holding Company, Inc. 9760 Shepard Road Macedonia, Ohio 44056	100	100%

TRADESMEN INTERNATIONAL, INC.

**JOINT ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE SOLE SHAREHOLDER AND THE BOARD OF DIRECTORS**

October 21, 2014

Pursuant to Section 1701.54 of the Ohio Revised Code, the undersigned, being the sole Shareholder (the "Shareholder") and all of the members of the Board of Directors (the "Directors") of **Tradesmen International, Inc.**, an Ohio corporation (the "Corporation"), do hereby consent to and vote for the adoption of the following resolutions by this joint unanimous written consent taken in lieu of a meeting:

Approval of Conversion of the Corporation into Tradesmen International, LLC, a Delaware limited liability company

WHEREAS, the Shareholder and the Directors deem it to be in the Corporation's best interest that the Corporation convert into a Delaware limited liability company (the "Conversion") to be named Tradesmen International, LLC (the "DE LLC") in accordance with the terms and conditions contained in a Declaration and Plan of Conversion (the "Plan of Conversion");

WHEREAS, the Conversion will be effectuated by the Corporation filing a Certificate for Conversion with the office of the Ohio Secretary of State and a Certificate of Conversion with the office of the Delaware Secretary of State and the DE LLC simultaneously filing a Certificate of Formation with the office of the Delaware Secretary of State (collectively, the "Filing Forms");

WHEREAS, the Conversion will be deemed effective the day the Filing Forms are filed;

WHEREAS, all of the issued and outstanding shares of common stock of the Corporation will be converted into membership interests of DE LLC such that each share of common stock will be converted into ten (10) common units of membership interest, in accordance with the Plan of Conversion;

WHEREAS, a form of the Plan of Conversion and the Filing Forms have been presented to the Shareholder and Directors, and said forms do not differ materially from the Plan of Conversion and the Filing Forms that will be executed; and

WHEREAS, the Shareholder and Directors deem it to be in the best interest of the Corporation that the Corporation approve the terms and conditions of the Conversion by entering into the Plan of Conversion and executing and filing the Filing Forms with the office of the Ohio Secretary of State, and any other states, as applicable.

NOW, THEREFORE BE IT:

RESOLVED: That the terms and conditions of the Plan of Conversion, the Filing Forms and the Conversion be, and hereby are, approved in all respects by the Corporation.

RESOLVED

FURTHER: That the Corporation be, and hereby is, authorized to enter into, execute, deliver (as may be necessary) and perform its obligations under the Plan of Conversion and the Filing Forms.

RESOLVED

FURTHER: That Joseph O. Wesley, acting solely in his capacity as the President, Chief Executive Officer, Treasurer and Secretary of the Corporation, John R. Marko, acting solely in his capacity as a Vice President, Chief Financial Officer and Assistant Secretary and C. William Klausman, acting solely in his capacity as a Vice President and General Counsel of the Corporation (each an "Authorized Party" and together, collectively, the "Authorized Parties"), acting in concert or either of them acting alone on behalf of the Corporation be, and each is hereby authorized, empowered and directed to negotiate, enter into, execute, deliver and perform its obligations on behalf of the Corporation, the Plan of Conversion and the Filing Forms (as applicable), and all acts and deeds previously performed by the Authorized Parties in contemplation of the above be, and hereby are, approved, ratified and affirmed on behalf of the Corporation.

RESOLVED

FURTHER: That either of the Authorized Parties be, and each hereby is, authorized, for and on behalf of the Corporation, to do and perform such other acts and things and to make, execute, deliver, file and record such other agreements, instruments, articles, certificates and documents, including amendments thereof, and to pay such fees, costs and expenses, as may in such Authorized Party's judgment be necessary or appropriate to carry out and comply with, or evidence compliance with the terms, conditions and provisions of these resolutions and such other documents and instruments as may be delivered by the Corporation in connection therewith.

RESOLVED


FURTHER: That all of the acts performed, and the agreements, facilities, instruments, documents, schedules and certificates, negotiated, executed, delivered or performed, by either of the Authorized Parties, for and on behalf of the Corporation in connection with the actions described or referred to in these resolutions, whether heretofore or hereafter done or performed, which are in conformity with the intent and purposes of these resolutions, shall be, and the same hereby are, ratified, confirmed and approved in all respects.

This action may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one resolution. The signature of any party to any counterpart, electronic (scanned) signature or facsimile signature thereof, may be appended to any other counterpart and when so appended shall constitute an original.

IN WITNESS WHEREOF, the undersigned, being the sole Shareholder and all of the members of the Board of Directors of **Tradesmen International, Inc.**, an Ohio corporation, have executed this Joint Action by Unanimous Written Consent of the Shareholder and the Board of Directors in lieu of a meeting, effective as of the date first written above.

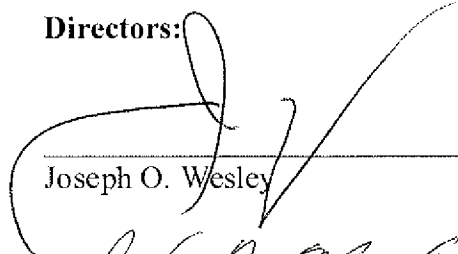
Shareholder:

TII HOLDING COMPANY, INC.,
an Ohio corporation

By: 

C. William Klausman, Vice President and
General Counsel


Directors:



Joseph O. Wesley



John R. Marko



C. William Klausman

AMENDED AND RESTATED OPERATING AGREEMENT OF

TI CANADA, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") of **TI Canada, LLC**, a Delaware limited liability company (the "Company") formed pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the "Act") is entered into as of October 20, 2014, by **Tradesmen International, LLC**, a Delaware limited liability company ("Member"), such execution to evidence the intent and agreement of the Member to implement an Amended and Restated Operating Agreement under the provisions of the Act, for the purposes and upon the terms and conditions hereinafter set forth. Reference to an Article, Section, or paragraph means an Article, Section or paragraph of this Agreement, unless otherwise specified. The term "Member" and "Members" as used herein shall be deemed to include any individuals or entities that may be admitted from time to time as members of the Company.

RECITALS:

A. The Company was formed pursuant to the Certificate of Formation filed in the Office of the Delaware Secretary of State on October 20, 2014 and is the successor to an Ohio corporation, TI Canada, Inc., which was converted into the Company on October 20, 2014.

B. Tradesmen International, Inc., an Ohio corporation, as the initial sole member and initial managing member of the Company (collectively, the "Initial Member") adopted an initial Operating Agreement of the Company, dated as of October 20, 2014 (the "Original Operating Agreement").

C. Effective as of the date hereof, the Initial Member was converted into Tradesmen International Holdings, LLC, a Delaware limited liability company.

D. As of the Effective Date, this Agreement amends and supersedes the Original Operating Agreement.

E. The Member desires to enter into this Agreement to set forth the rights, powers and interest of the Member with respect to the Company and its membership interest therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

ORGANIZATION

SECTION 1.1 – NAME.

The name of the limited liability company is TI Canada, LLC.

SECTION 1.2 - PURPOSES OF BUSINESS.

The purposes for which the Company has been formed and the powers that it may exercise, all being in furtherance, and not in limitation, of the general powers conferred upon limited liability companies by the State of Delaware, are (i) to do any and all lawful activities involving the business of construction labor support; (ii) in general, to carry on any lawful business whatsoever that is calculated, directly or indirectly, to promote the interests of the Company or to enhance the value of its assets; and (iii) to have and exercise all rights, powers and privileges that are now or may hereafter be conferred upon limited liability companies by the laws of the State of Delaware, to invest the Company's surplus funds and to engage in such other business as the Managing Member may determine (clauses (i), (ii) and (iii) collectively referred to herein as, the "Business"), and (iv) to do any and all things incidental to the accomplishment of the foregoing purposes, or incidental to the protection and benefit of the Company, including, but not limited to, hiring and terminating employees, agents, independent contractors, attorneys, accountants, and other personnel.

SECTION 1.3 - PLACE OF BUSINESS.

The location of the principal place of business of the Company shall be 9760 Shepard Road, Macedonia, Ohio 44056 or at such other substituted or additional places of business as may be designated by the Managing Member.

SECTION 1.4 - EFFECTIVE DATE AND TERM.

This Agreement shall continue for a perpetual term, unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement. The Managing Member shall cause the Company to file such documents as may be required to permit the Company to carry on its business in the State of Ohio and any other jurisdiction in which the Company desires to conduct business.

SECTION 1.5 - NAME, ADDRESS, PERCENTAGE INTEREST AND UNITS OF MEMBERS.

The name, address, Units and Percentage Interest of the Members shall be as set forth on **Exhibit A** attached hereto and made a part hereof, and **Exhibit A** shall be amended as may be necessary or appropriate by the Managing Member. A Member's limited liability company interest in the Company shall mean a Member's share of profits, losses, cash distributions, capital account and other economic rights, voting rights and other rights in the Company. A

“Unit” shall mean a unit of ownership in the Company having such rights and preferences as provided herein for such Class of Units. The currently-outstanding Units of the Company shall be set forth on **Exhibit A**, as amended. A “Percentage Interest” or “Percentage Interests” shall mean the percentage set forth on **Exhibit A** hereto which shall reflect the percentage determined from time to time by dividing the number of Units (regardless of Class) that a Member owns by the total number of outstanding Units (regardless of Class) held by all Members as set forth on **Exhibit A** hereto, as amended from time to time.

SECTION 1.6 - NAME AND ADDRESS OF STATUTORY AGENT.

The Company’s Agent for service of process, as required under Section 18-104 of the Act, shall be Corporate Creations Network Inc. (the “Agent”). The Agent’s address is 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810.

ARTICLE II

CAPITAL CONTRIBUTIONS

SECTION 2.1 - REQUIRED CAPITAL CONTRIBUTIONS.

(a) Capital Contributions. The Member shall not be obligated to make an additional capital contribution to the Company and the Member will not be personally liable for the debts and liabilities of the Company.

(b) Additional Funds. If additional funds are required to acquire, own, develop, operate, or manage the Business, the Member, in the Member's sole discretion, may, but shall not be required to, provide additional funds.

ARTICLE III

DISTRIBUTIONS

SECTION 3.1 - CASH DISTRIBUTIONS.

(a) Distributions of Cash Flow. Except as otherwise set forth in Section 3.1(b), the cash flow and other property held by the Company and not required in the operation of the Company’s business (including the establishment of reasonable reserves) will be distributed to the Member, from time to time, at the discretion of the Managing Member. If there is more than one Member of the Company, distributions under this Section 3.1(a) shall be made to the Members in proportion to their Percentage Interests.

(b) Distribution of Liquidation Proceeds. Cash and other property distributed in connection with liquidation of the Company shall be distributed in accordance with Section 8.2.

SECTION 3.2 - ACCOUNTING.

The Company books shall be kept on a basis consistent with that employed for federal income tax purposes. The taxable year of the Company shall be the calendar year. The Company shall not be treated as an association taxed as a corporation for federal, state and/or local tax purposes.

ARTICLE IV

MANAGEMENT OF THE COMPANY

SECTION 4.1 - MANAGEMENT OF THE COMPANY.

(a) Designation of Managing Member. (a) The business and affairs of the Company shall be managed, operated and controlled by or under the direction of Tradesmen International, LLC, a Delaware limited liability company (the "Managing Member"), and the Managing Member shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the business, objectives and purposes of the Company, subject only to the terms of this Agreement and the Act. Without limiting the generality of the foregoing, except as expressly provided in this Agreement, the Managing Member shall have all the rights and powers that may be possessed by a manager under the Act and shall constitute a "manager" of the Company, as defined in the Act. Except as expressly provided in this Agreement or as prohibited by the Act, the Managing Member may delegate (and revoke a prior delegation) to any officer, employee or agent of the Company any of the powers of the Managing Member.

(b) Authority of Managing Member to Bind the Company. Only the Managing Member and any officer, employee or agent of the Company authorized by the Managing Member shall have the authority to bind the Company.

(c) Decision of Members. If there is more than one Member, all decisions of the Members shall be made, with or without a meeting, by their majority vote, based on their respective Membership Interests in the Company. Any action that may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative written vote or approval of a majority of the members, which writing or writings shall be filed with or entered upon the records of the Company.

SECTION 4.2 - OFFICERS AND OTHER MATTERS.

(a) Election and Designation of Officers. The Managing Member may elect such officers as the Managing Member may deem necessary, if any. No one of the officers need be a

Member. Any two or more offices may be held by the same person. The initial officers of the Company shall be as follows and shall serve in such capacity until their successor or successors are duly elected and qualified:

Joseph O. Wesley	President, Chief Executive Officer, Treasurer and Secretary
John R. Marko	Vice President, Chief Financial Officer and Assistant Secretary
C. William Klausman	Vice President and General Counsel

(b) Term of Office; Vacancies. Each officer of the Company shall hold office until the officer's successor is elected or until the officer's earlier resignation, removal from office, or death. The Managing Member may remove any officer at any time with or without cause.

(c) Delegation of Authority and Duties. The Managing Member is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

SECTION 4.3 - FINANCIAL ACCOUNTS.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member of the Company, pursuant to this Agreement. The funds of the Company shall be deposited in its name in such checking accounts, savings accounts, money market funds, or other financial accounts as shall be designated by the Managing Member. All withdrawals from such accounts or investments shall be made upon checks, drafts, or withdrawal forms signed by the Managing Member, or any agent of the Company who is designated by the Managing Member to sign checks, drafts, or other such instruments, provided that the expense has been approved by the Managing Member in accordance with this Article IV.

ARTICLE V

DUTIES AND LIABILITIES OF THE MANAGING MEMBER AND MEMBERS

SECTION 5.1 - LIABILITIES AND INDEMNIFICATION OF THE MANAGING MEMBER AND MEMBERS.

(a) To the fullest extent permitted by law, 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 no Indemnified Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Indemnified Person shall be liable to the Company or any Member for any loss or liability arising out of any act or omission of such Indemnified Person in connection with the Company to the extent that such act or omission was taken or omitted (i) in good faith, (ii) in the absence of fraud or willful misconduct, (iii) in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company and (iv) in compliance with this Agreement.

(c) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Indemnified Person believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(d) The Company shall and does hereby agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Indemnified Persons (as defined below), from and against any and all liability, cost, expense, losses, claims, charges, actions, suits, proceedings, deficiencies, interest, penalties, damages, (collectively, "Liabilities") imposed on, incurred, suffered, asserted against or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to their discretionary or explicit authority hereunder; provided, however, the Company shall not indemnify an Indemnified Person or hold him harmless with respect to any of the foregoing incurred in connection with (i) such an Indemnified Person's acts or omissions undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (ii) the fraud, willful misconduct or gross negligence by such Indemnified Person or material breach of his obligations under this Agreement or other material breach of his fiduciary duties, (iii) any criminal action or proceeding by which such Indemnified Person had reasonable cause to believe such conduct was unlawful, (iv) any suit or action brought by such Indemnified Person against the Company or its Affiliates or (v) any matter for which a Member has expressly agreed to be liable under this Agreement. In particular, and without limitation of the foregoing, an Indemnified Person shall be entitled to indemnification by the Company against the reasonable expenses, including attorneys' fees and costs through any and all trial and appellate levels, actually and necessarily incurred in connection with the defense of any suit or action to which they, or any of them, is a party by reason of his/hers/its position as a Member or Managing Member to the fullest extent permitted under law. Any expenses or other amounts incurred or to be incurred by an Indemnified Person in connection with a proceeding as to which indemnification is, or may be, applicable under this Section 5.1(d) may be paid by the Company in advance of the final disposition of the proceedings upon receipt of a binding written agreement to repay said expenses or other amounts in the event it is finally adjudicated that such indemnification is not proper. If repayment is required, then all such sums advanced and to be repaid shall bear interest at the rate of interest reported as the "prime rate" of interest by The Wall Street Journal and will float on a daily basis from the date of disbursement, and the paying party shall pay all collection costs of the Company, if any, including attorneys' fees and costs. The provisions of this Section 5.1(d) shall continue to afford protection to each Indemnified

Person regardless of whether such Indemnified Person remains a Member, officer, employee or agent of the Company. Any indemnity under this Section 5.1(d) or otherwise shall be paid out of and to the extent of the Company's assets only.

(e) For purposes of this Agreement, "Indemnified Person" shall mean (i) a Member, a liquidating trustee or an officer of the Company, in each case in his, her or its capacity as such; (ii) a member of the board of directors (or equivalent governing body) of any subsidiary of the Company, a liquidating trustee or an officer of any subsidiary of the Company, in each case in his, her or its capacity as such, (iii) any Affiliate of a person referred to in clause (i) or (ii) above, or any officer, director, stockholder, partner, manager or member of any Member, and (iv) any person (other than the Company or any of its subsidiaries) of which a person referred to in clause (i) or (ii) above is serving as an officer, director, stockholder, partner, manager, member, employee, representative or agent at the request of the Company or any of its subsidiaries.

(f) For purposes of this Agreement, "Affiliate" of a person shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

SECTION 5.2 - RELIANCE ON ACTS OF THE MANAGING MEMBER.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member pursuant to this Agreement. No financial institutions or any other person, firm or corporation dealing with the Managing Member shall be required to ascertain whether the Managing Member is acting in accordance with this Agreement, and such financial institution or such other person, firm, corporation or other entity shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Managing Member.

ARTICLE VI

TRANSFER OF INTEREST AND WITHDRAWAL

OF A MEMBER

Upon the death, bankruptcy, adjudication of incompetency or insanity or occurrence of the events described in Section 18-304 of the Act, or any other event that results in the Member ceasing to be a member of the Company, the Company shall continue and the limited liability company interest owned by the withdrawn Member (the "Withdrawn Member") shall be transferred to or devolve upon the devisees, executors, administrators, representatives, successors or assigns of the Withdrawn Member (as may be appropriate). Such assignees shall constitute a Member of the Company.

ARTICLE VII

AMENDMENTS

Except as otherwise specifically provided elsewhere in this Agreement or by law, amendments to this Agreement shall be made in a writing signed by the Member (or, if more than one Member, by the majority of such Members, based on their respective Percentage Interests). For the avoidance of doubt, any update to **Exhibit A** hereto will not constitute an amendment to this Agreement.

ARTICLE VIII

TERMINATION OF THE COMPANY

SECTION 8.1 - ELECTION TO TERMINATE AND DISSOLVE.

(a) Events Causing Dissolution. The Company shall be dissolved, terminated and liquidated, and its affairs wound-up, upon the first to occur of the following events:

1. The sale of all, or substantially all, of the assets of the Company; and
2. The decision of the Member (or successor Member(s)) to dissolve, terminate and liquidate the Company.

(b) Sale of Assets. Upon the occurrence of an event which causes the dissolution, termination and liquidation of the Company under Section 8.1(a), the Managing Member shall proceed with the winding up and liquidation of the Company. The Managing Member shall liquidate the Company's assets and distribute them in the manner and in accordance with the priorities set forth in Section 8.2. The Company shall not terminate until the Company's assets have been distributed in the manner set forth in Section 8.2 and the Certificate of Cancellation has been filed with the Secretary of State, as provided in Section 18-203 of the Act. Prior to the termination of the Company, its business and the rights, duties, and interests of the Company shall continue to be governed by this Agreement.

SECTION 8.2 - PROCEEDS OF LIQUIDATION.

Upon the dissolution, termination and liquidation of the Company, the liquidation proceeds shall be applied and distributed in the following order of priority:

(a) Debts. To the payment of the debts and liabilities of the Company (including any and all fees and loans payable to the Member) in the order of priority as provided by law, and the expense of liquidation;

(b) Reserves. To establish reserves which the Company may deem reasonably necessary for any contingent, foreseen or unforeseen liabilities or obligations of the Company; and

(c) Balance to Members. The remaining balance, if any, shall be distributed to the Member, or, if more than one Member, to the Members in proportion to their Percentage Interests.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 - GOVERNING LAW.

The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 9.2 - SEVERABILITY.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or the application thereto to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 9.3 - CAPTION.

Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

SECTION 9.4 - NUMBER AND GENDER.

All of the terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in such number and gender.

SECTION 9.5 - BINDING EFFECT.

The obligations entered into herein shall be valid and binding upon the Member's representatives, successors and assigns (where permitted).

SECTION 9.6 - INCORPORATION BY REFERENCE.

The recitals, Preliminary Statement and all exhibits to this Agreement are hereby incorporated as if rewritten in their entirety.

SECTION 9.7 - TAX TREATMENT.

As long as there exists only one Member (as determined for U.S. federal income tax purposes) of the Company, the Company shall not be treated as a separate entity for federal, state and local income tax purposes. If the Company has more than one Member (as determined for U.S. federal income tax purposes), the Company shall be treated as a partnership for federal, state, and local tax purposes and the tax treatment of the Company shall then be governed by Subchapter K of the Internal Revenue Code (the "Code") pursuant to Treasury Regulation Section 301.7701-3. The capital accounts of the Members shall be maintained in accordance with the Treasury Regulations issued pursuant to Code Section 704. If the Company has more than one Member, except as otherwise required under the Treasury Regulations issued pursuant to Code Section 704, profits and losses shall be allocated to the Members in proportion to their Percentage Interests.

SECTION 9.8 - NO LIABILITY TO THIRD PARTIES.

The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

SECTION 9.9 - RIGHTS OF CREDITORS AND THIRD PARTIES UNDER AGREEMENTS.

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and their respective successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

SECTION 9.10 - COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Amended and Restated Operating Agreement of **TI Canada, LLC**, a Delaware limited liability company, as of the date first above written.

Member:

TRADESMEN INTERNATIONAL, LLC,
a Delaware limited liability company

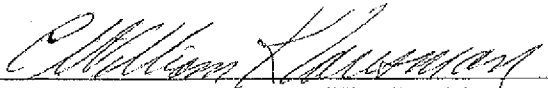
By: 
C. William Klausman, Vice President and
General Counsel

EXHIBIT A
to
Amended and Restated Operating Agreement of TI Canada, LLC

<u>Member Name and Address</u>	<u>Units</u>	<u>Percentage Interest</u>
Tradesmen International, LLC 9760 Shepard Road Macedonia, Ohio 44056	100	100%

AMENDED AND RESTATED OPERATING AGREEMENT OF

TRADESMEN SERVICES, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (“Agreement”) of **Tradesmen Services, LLC**, a Delaware limited liability company (the “Company”) formed pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “Act”) is entered into as of October 20, 2014, by **Tradesmen International, LLC**, a Delaware limited liability company (“Member”), such execution to evidence the intent and agreement of the Member to implement an Amended and Restated Operating Agreement under the provisions of the Act, for the purposes and upon the terms and conditions hereinafter set forth. Reference to an Article, Section, or paragraph means an Article, Section or paragraph of this Agreement, unless otherwise specified. The term “Member” and “Members” as used herein shall be deemed to include any individuals or entities that may be admitted from time to time as members of the Company.

RECITALS:

A. The Company was formed pursuant to the Certificate of Formation filed in the Office of the Delaware Secretary of State on October 20, 2014 and is the successor to an Ohio corporation, Tradesmen Services, Inc., which was converted into the Company on October 20, 2014.

B. Tradesmen International, Inc., an Ohio corporation, as the initial sole member and initial managing member of the Company (collectively, the “Initial Member”) adopted an initial Operating Agreement of the Company, dated as of October 20, 2014 (the “Original Operating Agreement”).

C. Effective as of the date hereof, the Initial Member was converted into Tradesmen International Holdings, LLC, a Delaware limited liability company.

D. As of the Effective Date, this Agreement amends and supersedes the Original Operating Agreement.

E. The Member desires to enter into this Agreement to set forth the rights, powers and interest of the Member with respect to the Company and its membership interest therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

ORGANIZATION

SECTION 1.1 – NAME.

The name of the limited liability company is Tradesmen Services, LLC.

SECTION 1.2 - PURPOSES OF BUSINESS.

The purposes for which the Company has been formed and the powers that it may exercise, all being in furtherance, and not in limitation, of the general powers conferred upon limited liability companies by the State of Delaware, are (i) to do any and all lawful activities involving the business of construction labor support; (ii) in general, to carry on any lawful business whatsoever that is calculated, directly or indirectly, to promote the interests of the Company or to enhance the value of its assets; and (iii) to have and exercise all rights, powers and privileges that are now or may hereafter be conferred upon limited liability companies by the laws of the State of Delaware, to invest the Company's surplus funds and to engage in such other business as the Managing Member may determine (clauses (i), (ii) and (iii) collectively referred to herein as, the "Business"), and (iv) to do any and all things incidental to the accomplishment of the foregoing purposes, or incidental to the protection and benefit of the Company, including, but not limited to, hiring and terminating employees, agents, independent contractors, attorneys, accountants, and other personnel.

SECTION 1.3 - PLACE OF BUSINESS.

The location of the principal place of business of the Company shall be 9760 Shepard Road, Macedonia, Ohio 44056 or at such other substituted or additional places of business as may be designated by the Managing Member.

SECTION 1.4 - EFFECTIVE DATE AND TERM.

This Agreement shall continue for a perpetual term, unless earlier dissolved and terminated pursuant to the Act or any other provisions of this Agreement. The Managing Member shall cause the Company to file such documents as may be required to permit the Company to carry on its business in the State of Ohio and any other jurisdiction in which the Company desires to conduct business.

SECTION 1.5 - NAME, ADDRESS, PERCENTAGE INTEREST AND UNITS OF MEMBERS.

The name, address, Units and Percentage Interest of the Members shall be as set forth on **Exhibit A** attached hereto and made a part hereof, and **Exhibit A** shall be amended as may be necessary or appropriate by the Managing Member. A Member's limited liability company interest in the Company shall mean a Member's share of profits, losses, cash distributions, capital account and other economic rights, voting rights and other rights in the Company. A

“Unit” shall mean a unit of ownership in the Company having such rights and preferences as provided herein for such Class of Units. The currently-outstanding Units of the Company shall be set forth on **Exhibit A**, as amended. A “Percentage Interest or “Percentage Interests” shall mean the percentage set forth on **Exhibit A** hereto which shall reflect the percentage determined from time to time by dividing the number of Units (regardless of Class) that a Member owns by the total number of outstanding Units (regardless of Class) held by all Members as set forth on **Exhibit A** hereto, as amended from time to time. .

SECTION 1.6 - NAME AND ADDRESS OF STATUTORY AGENT.

The Company’s Agent for service of process, as required under Section 18-104 of the Act, shall be Corporate Creations Network Inc. (the “Agent”). The Agent’s address is 3411 Silverside Road, Rodney Building #104, in the City of Wilmington, County of New Castle, Delaware 19810.

ARTICLE II

CAPITAL CONTRIBUTIONS

SECTION 2.1 - REQUIRED CAPITAL CONTRIBUTIONS.

(a) Capital Contributions. The Member shall not be obligated to make an additional capital contribution to the Company and the Member will not be personally liable for the debts and liabilities of the Company.

(b) Additional Funds. If additional funds are required to acquire, own, develop, operate, or manage the Business, the Member, in the Member's sole discretion, may, but shall not be required to, provide additional funds.

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(a) Distributions of Cash Flow. Except as otherwise set forth in Section 3.1(b), the cash flow and other property held by the Company and not required in the operation of the Company’s business (including the establishment of reasonable reserves) will be distributed to the Member, from time to time, at the discretion of the Managing Member. If there is more than one Member of the Company, distributions under this Section 3.1(a) shall be made to the Members in proportion to their Percentage Interests.

(b) Distribution of Liquidation Proceeds. Cash and other property distributed in connection with liquidation of the Company shall be distributed in accordance with Section 8.2.

SECTION 3.2 - ACCOUNTING.

The Company books shall be kept on a basis consistent with that employed for federal income tax purposes. The taxable year of the Company shall be the calendar year. The Company shall not be treated as an association taxed as a corporation for federal, state and/or local tax purposes.

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(b) Authority of Managing Member to Bind the Company. Only the Managing Member and any officer, employee or agent of the Company authorized by the Managing Member shall have the authority to bind the Company.

(c) Decision of Members. If there is more than one Member, all decisions of the Members shall be made, with or without a meeting, by their majority vote, based on their respective Membership Interests in the Company. Any action that may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative written vote or approval of a majority of the members, which writing or writings shall be filed with or entered upon the records of the Company.

SECTION 4.2 - OFFICERS AND OTHER MATTERS.

(a) Election and Designation of Officers. The Managing Member may elect such officers as the Managing Member may deem necessary, if any. No one of the officers need be a Member. Any two or more offices may be held by the same person. The initial officers of the Company shall be as follows and shall serve in such capacity until their successor or successors are duly elected and qualified:

Joseph O. Wesley	President, Treasurer and Secretary
John R. Marko	Vice President, Chief Financial Officer and Assistant Secretary
C. William Klausman	Vice President and General Counsel

(b) Term of Office; Vacancies. Each officer of the Company shall hold office until the officer's successor is elected or until the officer's earlier resignation, removal from office, or death. The Managing Member may remove any officer at any time with or without cause.

(c) Delegation of Authority and Duties. The Managing Member is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

SECTION 4.3 - FINANCIAL ACCOUNTS.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member of the Company, pursuant to this Agreement. The funds of the Company shall be deposited in its name in such checking accounts, savings accounts, money market funds, or other financial accounts as shall be designated by the Managing Member. All withdrawals from such accounts or investments shall be made upon checks, drafts, or withdrawal forms signed by the Managing Member, or any agent of the Company who is designated by the Managing Member to sign checks, drafts, or other such instruments, provided that the expense has been approved by the Managing Member in accordance with this Article IV.

ARTICLE V

DUTIES AND LIABILITIES OF THE MANAGING MEMBER AND MEMBERS

SECTION 5.1 - LIABILITIES AND INDEMNIFICATION OF THE MANAGING MEMBER AND MEMBERS.

(a) To the fullest extent permitted by law, 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 no Indemnified Person (as defined below) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) To the fullest extent permitted by applicable law, and except as otherwise expressly provided herein, no Indemnified Person shall be liable to the Company or any Member for any loss or liability arising out of any act or omission of such Indemnified Person in connection with the Company to the extent that such act or omission was taken or omitted (i) in good faith, (ii) in the absence of fraud or willful misconduct, (iii) in a manner the Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company and (iv) in compliance with this Agreement.

(c) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Indemnified Person believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(d) The Company shall and does hereby agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Indemnified Persons (as defined below), from and against any and all liability, cost, expense, losses, claims, charges, actions, suits, proceedings, deficiencies, interest, penalties, damages, (collectively, "Liabilities") imposed on, incurred, suffered, asserted against or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to their discretionary or explicit authority hereunder; provided, however, the Company shall not indemnify an Indemnified Person or hold him harmless with respect to any of the foregoing incurred in connection with (i) such an Indemnified Person's acts or omissions undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (ii) the fraud, willful misconduct or gross negligence by such Indemnified Person or material breach of his obligations under this Agreement or other material breach of his fiduciary duties, (iii) any criminal action or proceeding by which such Indemnified Person had reasonable cause to believe such conduct was unlawful, (iv) any suit or action brought by such Indemnified Person against the Company or its Affiliates or (v) any matter for which a Member has expressly agreed to be liable under this Agreement. In particular, and without limitation of the foregoing, an

Indemnified Person shall be entitled to indemnification by the Company against the reasonable expenses, including attorneys' fees and costs through any and all trial and appellate levels, actually and necessarily incurred in connection with the defense of any suit or action to which they, or any of them, is a party by reason of his/hers/its position as a Member or Managing Member to the fullest extent permitted under law. Any expenses or other amounts incurred or to be incurred by an Indemnified Person in connection with a proceeding as to which indemnification is, or may be, applicable under this Section 5.1(d) may be paid by the Company in advance of the final disposition of the proceedings upon receipt of a binding written agreement to repay said expenses or other amounts in the event it is finally adjudicated that such indemnification is not proper. If repayment is required, then all such sums advanced and to be repaid shall bear interest at the rate of interest reported as the "prime rate" of interest by The Wall Street Journal and will float on a daily basis from the date of disbursement, and the paying party shall pay all collection costs of the Company, if any, including attorneys' fees and costs. The provisions of this Section 5.1(d) shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains a Member, officer, employee or agent of the Company. Any indemnity under this Section 5.1(d) or otherwise shall be paid out of and to the extent of the Company's assets only.

(e) For purposes of this Agreement, "Indemnified Person" shall mean (i) a Member, a liquidating trustee or an officer of the Company, in each case in his, her or its capacity as such; (ii) a member of the board of directors (or equivalent governing body) of any subsidiary of the Company, a liquidating trustee or an officer of any subsidiary of the Company, in each case in his, her or its capacity as such, (iii) any Affiliate of a person referred to in clause (i) or (ii) above, or any officer, director, stockholder, partner, manager or member of any Member, and (iv) any person (other than the Company or any of its subsidiaries) of which a person referred to in clause (i) or (ii) above is serving as an officer, director, stockholder, partner, manager, member, employee, representative or agent at the request of the Company or any of its subsidiaries.

(f) For purposes of this Agreement, "Affiliate" of a person shall mean any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

SECTION 5.2 - RELIANCE ON ACTS OF THE MANAGING MEMBER.

The Managing Member of the Company may singularly execute, acknowledge and deliver any and all instruments to effectuate any Company action provided that such action has been duly approved and authorized by the Managing Member pursuant to this Agreement. No financial institutions or any other person, firm or corporation dealing with the Managing Member shall be required to ascertain whether the Managing Member is acting in accordance with this Agreement, and such financial institution or such other person, firm, corporation or other entity shall be protected in relying solely upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Managing Member.

ARTICLE VI

TRANSFER OF INTEREST AND WITHDRAWAL

OF A MEMBER

Upon the death, bankruptcy, adjudication of incompetency or insanity or occurrence of the events described in Section 18-304 of the Act, or any other event that results in the Member ceasing to be a member of the Company, the Company shall continue and the limited liability company interest owned by the withdrawn Member (the "Withdrawn Member") shall be transferred to or devolve upon the devisees, executors, administrators, representatives, successors or assigns of the Withdrawn Member (as may be appropriate). Such assignees shall constitute a Member of the Company.

ARTICLE VII

AMENDMENTS

Except as otherwise specifically provided elsewhere in this Agreement or by law, amendments to this Agreement shall be made in a writing signed by the Member (or, if more than one Member, by the majority of such Members, based on their respective Percentage Interests). For the avoidance of doubt, any update to **Exhibit A** hereto will not constitute an amendment to this Agreement.

ARTICLE VIII

TERMINATION OF THE COMPANY

SECTION 8.1 - ELECTION TO TERMINATE AND DISSOLVE.

(a) Events Causing Dissolution. The Company shall be dissolved, terminated and liquidated, and its affairs wound-up, upon the first to occur of the following events:

1. The sale of all, or substantially all, of the assets of the Company; and
2. The decision of the Member (or successor Member(s)) to dissolve, terminate and liquidate the Company.

(b) Sale of Assets. Upon the occurrence of an event which causes the dissolution, termination and liquidation of the Company under Section 8.1(a), the Managing Member shall proceed with the winding up and liquidation of the Company. The Managing Member shall liquidate the Company's assets and distribute them in the manner and in accordance with the priorities set forth in Section 8.2. The Company shall not terminate until the Company's assets have been distributed in the manner set forth in Section 8.2 and the Certificate of Cancellation has been filed with the Secretary of State, as provided in Section 18-203 of the Act. Prior to the

termination of the Company, its business and the rights, duties, and interests of the Company shall continue to be governed by this Agreement.

SECTION 8.2 - PROCEEDS OF LIQUIDATION.

Upon the dissolution, termination and liquidation of the Company, the liquidation proceeds shall be applied and distributed in the following order of priority:

(a) Debts. To the payment of the debts and liabilities of the Company (including any and all fees and loans payable to the Member) in the order of priority as provided by law, and the expense of liquidation;

(b) Reserves. To establish reserves which the Company may deem reasonably necessary for any contingent, foreseen or unforeseen liabilities or obligations of the Company; and

(c) Balance to Members. The remaining balance, if any, shall be distributed to the Member, or, if more than one Member, to the Members in proportion to their Percentage Interests.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 - GOVERNING LAW.

The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 9.2 - SEVERABILITY.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or the application thereto to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 9.3 - CAPTION.

Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

SECTION 9.4 - NUMBER AND GENDER.

All of the terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in such number and gender.

SECTION 9.5 - BINDING EFFECT.

The obligations entered into herein shall be valid and binding upon the Member's representatives, successors and assigns (where permitted).

SECTION 9.6 - INCORPORATION BY REFERENCE.

The recitals, Preliminary Statement and all exhibits to this Agreement are hereby incorporated as if rewritten in their entirety.

SECTION 9.7 - TAX TREATMENT.

As long as there exists only one Member (as determined for U.S. federal income tax purposes) of the Company, the Company shall not be treated as a separate entity for federal, state and local income tax purposes. If the Company has more than one Member (as determined for U.S. federal income tax purposes), the Company shall be treated as a partnership for federal, state, and local tax purposes and the tax treatment of the Company shall then be governed by Subchapter K of the Internal Revenue Code (the "Code") pursuant to Treasury Regulation Section 301.7701-3. The capital accounts of the Members shall be maintained in accordance with the Treasury Regulations issued pursuant to Code Section 704. If the Company has more than one Member, except as otherwise required under the Treasury Regulations issued pursuant to Code Section 704, profits and losses shall be allocated to the Members in proportion to their Percentage Interests.

SECTION 9.8 - NO LIABILITY TO THIRD PARTIES.

The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for liabilities of the Company.

SECTION 9.9 - RIGHTS OF CREDITORS AND THIRD PARTIES UNDER AGREEMENTS.

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member, and their respective successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party

shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

SECTION 9.10 - COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

The remainder of this page has been left blank intentionally.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Amended and Restated Operating Agreement of **Tradesmen Services, LLC**, a Delaware limited liability company, as of the date first above written.

Member:

TRADESMEN INTERNATIONAL, LLC,
a Delaware limited liability company

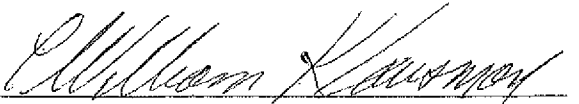
By: 
C. William Klausman, Vice President and
General Counsel

EXHIBIT A
to
Amended and Restated Operating Agreement of Tradesmen Services, LLC

<u>Member Name and Address</u>	<u>Units</u>	<u>Percentage Interest</u>
Tradesmen International, LLC 9760 Shepard Road Macedonia, Ohio 44056	100	100%