

OPERATING AGREEMENT

BAJCO GLOBAL MANAGEMENT



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BAJCO GLOBAL MANAGEMENT LLC

(An Ohio Limited Liability Company)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is entered into as of the 01 day of August, 2007, by and among the persons executing this Agreement as Members, and shall become effective on the date that the Articles of Organization organizing this limited liability company are filed with the Secretary of State of Ohio pursuant to the Ohio Limited Liability Company Act. The parties to this Agreement, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, agree as follows:

ARTICLE I - GENERAL

1.1 Name. The name of this limited liability company shall be Bajco Global Management LLC (hereinafter referred to as the "Company"); and all business of the Company shall be conducted under that name or under any fictitious, trade or similar names that the Members may designate from time to time in conformity with applicable law.

1.2 Address, Principal Office and Principal Place of Business. The address, principal office and principal place of business of the Company shall be 404 Viennea Avenue Niles, Ohio 44446.

1.3 Character of the Business. The general character of the business of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

1.4 General Powers. Unless otherwise provided in the Articles, the Company shall have and may exercise all powers and rights that a limited liability company may exercise legally pursuant to the Act. Except as otherwise provided herein, the Company may engage in any business consistent with such purpose and shall have the authority to do all acts necessary to accomplish such purpose and operate its business.

1.5 Term. The term of existence of the Company shall be perpetual, unless sooner terminated in accordance with the provisions of Article 7.

1.6 Members. The names and addresses of the Members of the Company, the amounts of their Capital Contributions, and the Interests allocated to the Members shall be as set forth on Schedule A attached.

1.7 Subscriptions. Each of the Members hereby subscribes for an Interest in the Company.

Each Member represents and warrants to the Company and each other Member that:

(a) It is acquiring the Interest as a principal, in good faith and solely for its own account, for investment purposes only, and not with a view toward the distribution or resale thereof, and that his financial condition is such that it is not under any present necessity or constraint and does not foresee in the future any necessity or constraint to dispose of all or any part of the Interest to satisfy any existing or contemplated debt or undertaking

ARTICLE 3 --- FISCAL YEAR; ACCOUNTING; ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Fiscal Year. The fiscal year of the Company shall commence on the first day of January of each year.

3.2 Method of Accounting. The Company's books shall be kept in such manner and by using such methods of accounting as the Manager may determine, and the Company's accounting methods may be changed whenever the Manager believes such a change to be in the best interest of the Company.

3.3 Allocation of Profits and Losses. Except as is otherwise provided in Schedule B attached, Profits and Losses shall be allocated to the Members in proportion to the Members' Interests.

ARTICLE 4 --- RIGHTS AND DUTIES OF THE MANAGER AND THE MEMBERS

4.1 Management.

(a) The Managing Members (as listed in 'Schedule A') shall direct, manage and control the business and assets of the Company. Except specifically reserved to the Members or elsewhere provided in this Agreement, the Managing Members shall have full and complete authority, power and discretion to manage and control the business, affairs, and properties of the Company, and to perform any and all other acts of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business and assets. The Managing Members shall direct, manage and control the financial aspects of the Company, including, but not limited to, opening bank accounts, obtaining financing, entering into a contract extending any existing financing and preparing financial statements of the Company and federal and state income tax returns, including Schedule K-1 to the Company's federal income tax return.

(b) The Managing Members shall have the power and authority to cause the Company to engage in the following transactions only upon the affirmative vote of a Majority in Interest of the Members:

(c) The Managing Members may delegate to any officers, employees or agents of the Company all or part of the power and authority to conduct the business of the Company in accordance with this Agreement. Any power or authority not delegated by the Manager shall remain with it.

(a) execute, acknowledge, and certify all documents and instruments and take or cause to be taken all actions that may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the Act and each other jurisdiction in which such existence is

4.2 Rights of Members. Each Member is entitled:

(a) to receive the financial statements and tax reporting information referred to at Section 4.2;

(b) to require a dissolution of the Company in accordance with Article 7; and

(c) to have such additional rights as are elsewhere provided in this Agreement or by mandatory requirements of applicable law.

4.3 Bylaws. A Majority in Interest of the Members may adopt or amend Bylaws that are not inconsistent with the Articles or this Agreement and that are for the regulation of any matter affecting the management or operation of the Company.

4.4 Withdrawal. A Member shall be permitted to withdraw from the Company (the "Withdrawing Member"); provided that the remaining Members of the Company shall have the right to purchase the Withdrawing Member's Interest in proportion to each Member's Interest in the Company. The Withdrawing Member shall send written notice of such Member's withdrawal to all Members and the remaining Members shall have one hundred eighty days in which to purchase the Withdrawing Member's Interest, unless otherwise agreed to by unanimous consent of all of the Members. If the Members of the Company do not exercise the right to purchase all of the Withdrawing Member's Interest, the Company shall purchase the Withdrawing Member's unpurchased Interest within thirty days of the expiration of the one hundred eighty day period.

4.5 Payment to Withdrawing Member. The purchase price for the Interest to be purchased shall be determined using the following formulas:

If the Withdrawing Member withdraws at any time after the Company's second year of operation, then the Withdrawing Member shall be entitled to the greater of: (i) his Interest (expressed as a percentage) being transferred multiplied by EBITDA times 3.0 or (ii) the fair market value of 100% of the Interests determined by the Appraisal Method multiplied by the Withdrawing Member's Interest (expressed as a percentage) being transferred.

ARTICLE 5 — LIABILITY AND INDEMNIFICATION

5.1 Limitations on Liability.

(a) No Member shall be liable, responsible, or accountable as such, in damages or otherwise, to any Member or to the Company for any act or omission with respect to Company matters, except for fraud, gross negligence, breach of fiduciary duty or breach of this Agreement.

(b) The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement shall not be grounds for imposing personal liability on the Members for any liabilities of the Company.

5.2 Related Transactions. The Company may transact business with, enter into contracts with, have an interest in and/or employ any Person, notwithstanding the fact that a Member may be related to, be an Affiliate of or have a financial interest in such Person.

5.3 Rights of Creditors and Third Parties. This Agreement is entered into among the Company and its Members for the exclusive benefit of the Company, its Members and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. Except and only to the extent provided by the Act, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

ARTICLE 6 — TRANSFERS OF INTERESTS

6.1 Restrictions on Transfer of Interests.

(a) No Member shall Transfer in whole or in part its Interests except pursuant to the terms and conditions of this Article 6. Any purported Transfer of an Interest that is not made pursuant to the terms and conditions of this Article 6 will be null and void and of no effect whatsoever.

(b) Permitted Transfers. The restrictions on Transfers of Interests contained in this Section 6.1 shall not apply with respect to any Transfer (a "Permitted Transfer") (i) in the case of an individual, to or among such Member's Family Group or to such Member's estate, by reason of the death of such Member or the adjudication by a court that such Member is incompetent, or (ii) to any other Member.

6.2 Purchase Price. The purchase price for the Interest to be purchased pursuant to Section 6.2 shall be determined using the following formulas:

(a) If the deemed purchase date under Section 6.2(g) above occurs during the Company's first or second years of operation, then the Transferring Member shall be entitled to his Interest (expressed as a percentage) being transferred multiplied by EBITDA times 3.0.

(b) If the deemed purchase date under 6.2(g) above occurs at any time after the Company's second year of operation, then the Transferring Member shall be entitled to the greater of: (i) his Interest (expressed as a percentage) being transferred multiplied by EBITDA (defined in Section 6.3(d) below) times 4.0 or (ii) the fair market value of 100% of the Interests determined by an independent Appraisal.

(c) "EBITDA" means the Company's average net income, plus (without duplication) (A) the sum of (1) interest expense, (2) income tax expense, (3) depreciation, (4) amortization and (5) extraordinary and other non recurring non-cash losses and charges, less (B) gains on sales of assets outside the ordinary course of business and other extraordinary and other non-recurring non-cash gains, for the fiscal year (the "Preceding Fiscal Year") immediately preceding the deemed purchase date. EBITDA shall be determined by the Managing Members using the Company's regular methods of accounting, consistently applied.

6.3 Additional Member Covenants. Each Member, for such Member and such Member's heirs, representatives, successors and assigns, as the case may be, covenants to and agrees with the Company and the other Members that the Member shall vote its Interest over which such Person has voting control to cause the Company and the other Members to comply with and perform fully each of his, her, its and their respective obligations, commitments, covenants, and agreements contained in this Agreement, and shall take any and all action as a Member available to the Member as a Member of the Company as may be necessary to cause the Company to comply with such obligations, commitments, covenants and agreements.

(b) It understands that there is no market for the Interest, that it is not likely that a market for the Interest will develop, that the further sale, transfer or other disposition of the Interest is severely restricted under the terms of this Agreement, that it must hold the Interest indefinitely except as otherwise provided in this Agreement, and that the Company is under no obligation, and has no intention, to either register the Interest under the Securities Act or attempt to secure an exemption for any further sale, transfer or other disposition thereof.

(c) It acknowledges that investment in the Interest involves certain risks, represents and warrants that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of such investment, and confirms that it is able to (i) bear the economic risk of this investment, (ii) hold the Interest for an indefinite period of time, and (iii) afford a complete loss of its investment.

(d) It has reviewed and understands all restrictions imposed upon further sale, transfer or other disposition of the Interest, including the fact that any certificate representing the Interest will bear legends restricting such resale, transfer or disposition, and it has reviewed and understands all such restrictions imposed by this Agreement.

(e) It is not subscribing for the Interest as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting.

(f) It has made a thorough investigation of the Company, has independently evaluated the risk and rewards of owning the Interest, has had the opportunity to obtain information about and review the records of the Company, and is aware of what the other Members paid for their Interests and of the book value of his Interest.

(g) It is not relying on the Company or any of its agents or representatives with respect to any tax considerations relating to his investment.

ARTICLE 2 — CAPITAL CONTRIBUTIONS; LOANS BY MEMBERS

2.1 Initial Capital Contributions. Upon execution of this Agreement, as applicable, each Member has contributed to the capital of the Company the money or property agreed upon among the members. No interest shall be paid on any Capital Contributions.

2.2 Additional Capital Contributions. Except as otherwise provided in this Section 2.2, no Member shall be required to make any additional Capital Contributions. If the Manager determines that it is in the best interest of the Company to obtain additional capital from existing Members, then the Company shall give written notice of such determination to the Members.

2.3 No Return of Capital. No Member shall be personally liable for the return of the Capital Contribution of any other Member or any portion thereof, it being expressly understood that any such return shall be made solely from the Company's assets.

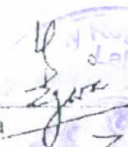
8.6 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.

8.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise

8.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Operating Agreement as of the date first set forth above.



Tanvir S. Bajwa




Taloot S. Bajwa




Farrukh Zeba



Faisal S. Bajwa



Nadeem S. Bajwa

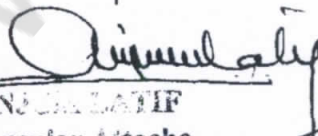


Abdul Malik S. Bajwa

ONLY SIGNATURES OF _____ at Notary public
EMBASSY IS NOT VALID EVIDENCE FOR
THE CONTENTS OF THIS DOCUMENT

ATTESTED/NOTARISED BY THE _____ DIVISION
OF THE EMBASSY OF PAKISTAN, WASHINGTON, D.C.
3rd BAY Sept. 2009 .19




ANJUM LATIF
Consul Attache
Embassy of Pakistan
Washington, DC

SCHEDULE A

**MEMBERS, ADDRESS OF PRINCIPAL OFFICE AND
AGENT FOR SERVICE OF PROCESS OF BAJCO GLOBAL MANAGEMENT, LLC**

NAME OF MEMBER	ADDRESS OF MEMBER	INTERESTS
Tanvir S. Bajwa	3 Jauhar Colony Saleem Shaheed Road Sadiq Abad 64350 (Pakistan)	16.6667%
Taloot S. Bajwa	3 Jauhar Colony Saleem Shaheed Road Sadiq Abad 64350 (Pakistan)	16.6667%
Farrukh Zeba	3 Jauhar Colony Saleem Shaheed Road Sadiq Abad 64350 (Pakistan)	16.6667%
Faisal S. Bajwa Managing Member & CFO Member of the Board of Directors	3321 Timber Ridge Circle Brunswick, OH 44212	16.6667%
Nadeem S. Bajwa Managing Member & CEO Chairman of the Board of Directors	429 Sherwood Drive Beaver, PA 15009	16.6667%
Abdul Malik S. Bajwa Managing Member & President Member of the Board of Directors	3321 Timber Ridge Circle Brunswick, OH 44212	16.6667%
TOTALS:		100.00%

Address, Telephone, Facsimile and E-Mail Number of the Principal Office of the Company:

404 Vienna Avenue
Niles, OH 44212
330-652-0220
Attn: Nadeem S. Bajwa
309-213-0811 (Facsimile)
bajcolle@yahoo.com

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