

LIMITED PARTNERSHIP AGREEMENT
OF
LRC LOVE LIMITED PARTNERSHIP

THIS AGREEMENT is made this 30th day of December, 1999, by, between and among the undersigned parties (the "Partners").

W I T N E S S E T H:

WHEREAS, the Partners desire to join together in a limited partnership for the purpose of management of investments and real property held by the partnership.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, one to another, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Formation and Purpose

(a) The Partners shall form a limited partnership pursuant to the Ohio Limited Partnership Act (the "Partnership").

(b) The name of the Partnership shall be the LRC LOVE LIMITED PARTNERSHIP.

(c) The location of the principal place of business of the Partnership shall be 615 Windings Lane, Cincinnati, Ohio 45220. The business of the Partnership also may be conducted at such other or additional places as the General Partner may determine.

(d) The purpose of the Partnership shall be to invest in stocks, bonds, securities and other similar interests, including without limitation purchasing and selling stocks, bonds, notes and any and all securities; to manage and control investments in other partnerships and entities; to engage in efficient and economical management of investments and real property held by the Partnership, and to engage in any and all activities related or incidental thereto.

(e) The General Partner shall promptly prepare, for execution a certificate of limited partnership (the "Certificate") to be recorded in such places as are required by laws of the State of Ohio and shall see to the filing thereof for record, and shall do all things requisite for the perfection of a Limited Partnership pursuant to the laws of the State of Ohio.

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2. Term

The Partnership shall commence on the date of filing of a Limited Partnership Certificate and shall continue in existence for 50 years or until earlier terminated in accordance with the terms hereof and the applicable laws of the State of Ohio then in force.

3. Definitions Capitalized words and phrases used in this Agreement have the following meanings:

(a) "Capital Account" means, with respect to any General Partner or Limited Partner, the Capital Account maintained for such person in accordance with the Treasury Regulations at §1.704-1(b) governing the maintenance of Capital Accounts and shall be interpreted and applied in a manner consistent with such Regulations. The capital accounts of all Partners shall be restated in the event that additional capital contributions are made to the Partnership, property is to be distributed to one or more Partners, a new Partner (other than an assignee of a Partner) is to be admitted to the Partnership, upon the dissolution of the Partnership, or in such other events as the General Partner may deem appropriate. In any of such events, all adjustments to capital accounts of all Partners resulting from any such event shall be made and then the capital accounts of all Partners shall be restated in the manner set forth in Treas. Reg. § 1.704-1(b)(2)(iv)(f) and generally by determining the fair market value of all Partnership assets as of the date of restatement (taking into account Section 7701(g) of the Internal Revenue Code of 1986, as amended (the "Code")), less the aggregate amount of all Partnership liabilities, and then allocating the value so determined among the capital accounts of the General and Limited Partners in the same manner in which the unrealized income, gain, loss, or deduction inherent in such property and not previously reflected in the General and Limited Partners' capital accounts would be allocated among the General and Limited Partners if there were a taxable disposition of such property for such fair market value on that date. The restated capital accounts of the Partners shall be adjusted in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such restated property.

If a valuation is required and the Partners are unable to reach unanimous agreement upon such value, the General Partner shall arrange at Partnership expense for an appraisal to determine the fair market value of all Partnership assets, which determination shall be binding upon all Partners.

In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions

or distributed property or which are assumed by the Partnership, General Partner, or Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any person upon the dissolution of the Partnership. Subject to the provisions of Section 8 hereof, the General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the General Partner and Limited Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treas. Regulations § 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treas. Regulations § 1.704-1(b).

(b) "Capital Contributions" means, with respect to any General Partner or Limited Partner, the amount of money and the initial fair market value of any property (other than money) contributed to the Partnership with respect to the interest in the Partnership held by such Person as determined under Code §704(c).

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(d) "Limited Partner" means any Person (i) whose name is set forth on Exhibit A attached hereto or who has become a Limited Partner pursuant to the terms of this Agreement, and (ii) who holds Units. "Limited Partners" means all such Persons. All references in this Agreement to a majority or a specified percentage of the Limited Partners shall mean Limited Partners whose combined Units represent more than fifty percent (50%) or such specified percentage, respectively, of the Units then held by all Limited Partners.

(e) "Net Cash Flow" means the gross cash proceeds from Partnership operations (including sales and dispositions of Property in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established.

(f) "Partners" means all General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein. "Partner" means any one of the Partners. All references in this Agreement to a majority or a specified percentage of the Partners shall mean Partners who are entitled to

receive more than fifty percent (50%) or such specified percentage, respectively, of any distributions.

(g) "Profits" and "Losses" means, for each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;
- (ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treas. Regulations § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss;

(h) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(i) "Units" means the measure of the Partners' ownership of the Partnership held by the General Partners and the Limited Partners.

4. General Partner and Limited Partners

The General Partner shall be L. Ross Love, Jr. Such persons who shall execute this Agreement or counterparts hereof as Limited Partners shall be the Limited Partners. The General Partner also may be a Limited Partner. Upon the death or resignation of L. Ross Love, Jr. as General Partner, the successor General Partner shall be Cheryl Harden Love. Unless specifically designated otherwise, where used herein, the singular includes the plural, the plural includes the singular, and the masculine includes the feminine.

5. Capital Contributions

(a) The General Partners shall contribute the assets listed on Schedule A attached hereto and made a part hereof and shall be assigned one Unit of general partnership interest for each \$1,000.00 of value contributed. The values of assets set forth on Exhibit A are hereby agreed to by all parties to this Agreement.

(b) Each Limited Partner shall contribute \$1,000 per Unit of limited partnership interest.

(c) Individual Capital Accounts shall be maintained for each Partner. The capital interest of each Partner shall consist of his or her original contribution increased by any additional contributions to capital and his or her share of any Partnership Profits transferred to capital, and decreased by distributions to him or her in reduction of his or her Partnership capital and any Partnership Losses allocated to his or her Capital Account.

(d) No Partner shall be entitled to interest on his or her Capital Contribution or to withdraw any part of his Capital Account or to receive any distribution from the Partnership, except as specifically provided herein.

(e) The General Partner shall use the contributions of the Limited Partners and such other funds as may become available to the Partnership only for the business of the Partnership.

(f) Additional contributions to the capital of the Partnership shall be made at such times and in such amounts as shall be agreed to unanimously by the Partners.

(g) After liquidation, all Partners with deficits in their capital accounts after giving effect to all contributions, distributions and allocations shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero.

6. Compensation of General Partners

The General Partner shall receive a reasonable annual fee for its services to the Partnership. The annual fee, if any, shall be established by the General Partner at the end of each calendar year. Such annual fee may be paid in periodic installments on an estimated basis with a year end adjustment when the annual fee is set by the General Partner. The General Partner also shall be entitled to reimbursement from the Partnership for all expenses incurred by the General Partner on behalf of the Partnership or in carrying out Partnership business.

7. Partnership Accounts and Records

The General Partners shall cause the Partnership to maintain books and records of its accounts. Such books and records shall be available for inspection by the Limited Partners during regular business hours.

8. Allocations

(a) General Allocations. The profits, losses and credits of the Partnership for each fiscal year, other than the profits or losses of the Partnership arising from the sale or other disposition of all or substantially all of the assets of the Partnership, shall be determined as of the end of such fiscal year and allocated to the Partners in proportion to their Units. Profits or losses of the Partnership arising from the sale or other disposition of all or substantially all of the assets of the partnership shall be allocated in accordance with Partners' capital accounts.

(b) Special Allocations. The following special allocations shall be made in the following order:

(i) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treas. Regulations § 1.704-1(b)(2)(iv)(m)(2) or Treas. Regulations § 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a General Partner or Limited Partners in complete liquidation of his Units in the Partnership, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and the Limited Partners in accordance with their Units in the partnership in the event that Treas. Regulations § 1.704-1(b)(2)(iv)(m)(2) applies, or to the General Partner or Limited Partners to whom such distribution was made in the event that Treas. Regulations § 1.704-1(b)(2)(iv)(m)(4) applies.

(ii) Minimum Gain Chargeback. Notwithstanding any other provision of this Paragraph 8, if there is a net decrease in Partnership Minimum Gain during any Partnership Year, each Limited Partner who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner insufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Section 1.704-2 of the Regulations. This Paragraph 8(b)(ii) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible; provided, however, that an allocation pursuant to this Paragraph 8(b)(iii) shall be made only if and to the extent that such Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Paragraph 8(b)(iii) were not in the Agreement.

(iv) Gross Income Allocation. In the event any Limited Partner has a deficit capital account at the end of any Partnership Year which is in excess of the sum of (i) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement, (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to Treas. Regulations § 1.704-2, and (iii) the amount such Limited Partner would be deemed obligated to restore if Partner Loan Nonrecourse Deduction were treated as Nonrecourse Deductions, each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Paragraph 8(b)(iv) shall be made only if and to the extent that such Limited Partner would have a deficit capital account in excess of such sum after all other allocations provided for in this Paragraph 8 have been made as if Paragraph 8(b)(iii) hereof and this Paragraph 8(b)(iv) were not in the Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any Partnership Year or other period shall be allocated among the Partners in accordance with the Partners' Ownership Percentages.

(vi) Partner Loan Nonrecourse Deductions. Any Partner Loan Nonrecourse Deductions for any Partnership Year or other period shall be allocated to the Partner who bears the risk of loss with respect to the loan to which such Partner Loan Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(c) Curative Allocations. The allocations set forth in Paragraphs 8(b)(i), (ii), (iii), (iv), (v) and (vi) hereof (the ~~Regulatory Allocations~~) are intended to comply with certain requirements of Treas. Regulations § 1.704-1(b). Notwithstanding

any other provision of this Paragraph 8 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Net Income, Net Losses, and items of income, gains, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Net Profits, Net Losses, and other items and the Regulatory Allocations to each General Partner and Limited Partner shall be equal to the net amount that would have been allocated to each such General Partner and Limited Partner if the Regulatory Allocations had not occurred. Notwithstanding the preceding sentence, Regulatory Allocations relating to (a) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a reduction in Partnership Minimum Gain, and (b) Partner Loan Nonrecourse Deductions shall not be taken into account except to the extent that there would have been a reduction in Partnership Minimum Gain if the loan to which such deductions are attributable were not made or guaranteed by a Partner within the meaning of Treas. Reg. § 1.704-2(i).

(d) Effect of Varying General and Limited Partnership Interests During a Partnership Year. In the event a Partner's interest as a General or Limited Partner varies during a Partnership Year (whether by reason of withdrawal, additional capital contributions, or otherwise), Net Income and Net Loss shall be computed and allocated as if the periods between such variations were each a separate Partnership Year.

(e) Allocations with Respect to Contributed Property. Upon the sale of any property contributed by any Partner, the gain or loss represented by the difference between the income tax basis and book basis of the Property to the Partnership shall be allocated to the Partner who contributed such property, and the gain or loss in excess of that so allocated shall be allocated among the Partners as provided in this Paragraph 8.

In addition, any other item of income, gain, loss or deduction with respect to such property shall be allocated in a manner consistent with the requirements of Section 704(c) of the Code and Treas. Reg. § 1.704-1(b)(2)(iv)(g), as amended from time to time.

(f) Allocation of Tax Items. All items of depreciation, gain, loss, deduction or credit that are taken into account in determining Net Income or Net Loss, shall, for Partnership book and tax purposes, be allocated among the Partners in the same proportion as is provided in this Paragraph 8 of this Agreement.

(g) Other Allocation Rules.

(i) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any

permissible method under Code Section 706 and the Regulations thereunder.

(ii) All allocations to the Limited Partners pursuant to this Section 8 shall, except as otherwise provided, be divided among them in proportion to the partnership Units held by each. In the event there is more than one General Partner, all such allocations to the General Partners shall be divided among them in proportion to the partnership Units held by each.

(iii) The Partners are aware of the income tax consequences of the allocations made by this Section 8 and hereby agree to be bound by the provisions of this Section 8 in reporting their shares of Partnership income and loss for income tax purposes.

9. Distributions

The General Partners shall determine from time to time what portion of the net income of the Partnership shall be distributed, after providing for such reserves and accumulations as the General Partners shall determine. If the General Partners determine that a distribution is prudent, net cash flow shall be distributed among the Partners in proportion to their Units.

10. Assignability of Limited Partnership Units

The Partnership Units of each Limited Partner (including such Partner's right to receive a share of net profits and a return of such Partner's capital contribution) shall be assignable only upon compliance with the following conditions:

(a) The General Partner must first be offered the opportunity to purchase the Limited Partner's Units in the Partnership which such Limited Partner desires to transfer on the same terms as contained in a valid third party offer. If the transfer is an involuntary transfer, including, but not limited to, filing of a Limited Partner's bankruptcy, insolvency of a Limited Partner, a judicial bankruptcy, a judicial sale of the Limited Partner's Units, a transfer by operation of law (other than by reason of the Limited Partner's death), and a transfer by reason of divorce, or is a gift, bequest, or other transfer without consideration, the General Partner shall have the right to purchase such Units for a price equal to the lesser of (i) the Limited Partnership Units' pro rata share of the fair market value of the Partnership's assets, or (ii) the Limited Partnership Unit's pro rata share of the book value of such Limited Partner's capital account, if such capital account is positive. If an appraisal is required to determine the fair market value of the partnership assets, such appraisal shall be performed at the expense of the assigning limited partner. Whether the proposed transfer is voluntary or involuntary, the

General Partner shall have thirty (30) calendar days from the date of its receipt of the third party offer from the Limited Partner desiring to assign his Units or from receipt of notice of an involuntary transfer, or a transfer without consideration, in which to respond and sixty (60) days thereafter to purchase the Limited Partner's Units. Whether the proposed transfer is voluntary or involuntary, if there is more than one General Partner who wishes to exercise such right to purchase, the General Partners who desire to purchase such Units shall be entitled to purchase that number of Units offered in proportion to the General Partner Units owned by each General Partner who desires to purchase Units. If the General Partner does not respond or declines to purchase the Limited Partner's Units, the Limited Partner shall be free to assign his Partnership Units to the third party identified in the notice only with the approval of a majority of the General Partners, provided that all other provisions of this article are complied with, and provided further that the sale to the third party shall be consummated within sixty (60) days after the General Partner's rejection, after which this paragraph shall again become fully applicable;

(b) The assignee agrees, in a form satisfactory to the General Partner's counsel, to be bound by the terms of this Agreement;

(c) The assignee agrees to fully assume any and all of the assigning Limited Partner's obligations

(d) In the opinion of counsel satisfactory to the General Partner, obtained at the expense of the assigning Limited Partner, such assignment will neither (i) result in a termination of the Partnership for federal income tax purposes or (ii) subject the Partnership to federal income taxation as an association taxable as a corporation and not as a Partnership; and

(e) In the opinion of counsel satisfactory to the General Partner, obtained at the expense of the assigning Limited Partner, such assignment will not violate applicable securities laws.

However, unless the assigning Limited Partner so provides in the instrument of assignment and unless the General Partners consent, which consent may be withheld for any reason, the assignee shall not become a substituted Limited Partner. If the assigning Limited Partner so provides and the General Partners so consent, the assignee shall have the right to become a substituted Limited Partner upon the payment of a reasonable fee to the Partnership to cover its costs and expenses.

(f) Transfer to Lineal Descendants, Charitable Organizations, or by Operation of Law. The restrictions on transfer and assignment of Partnership interests contained in Paragraph 10 shall not apply to transfers or assignments by gift, will, trust or

operation of law to or for the benefit of the following persons or "qualified charitable organizations," as hereinafter defined: (a) the lineal descendants or siblings of an individual General or Limited Partner (or the lineal descendants of his or her siblings) or to a trust created for the benefit of any such lineal descendant or sibling; and (b) any qualified charitable organization; provided, however, that any such transfers under (a) shall be subject to Paragraph 10(g); and provided, further, however, that absent the prior written consent of all of the General and Limited Partners, any such transfers under (b) by an individual General or Limited Partner shall not exceed one percent (1%) of the cumulative total of the Partnership interests held, prior to the transfer, by all of the General and Limited Partners. All references herein to "qualified charitable organizations" shall mean and refer to those organizations described in Section 170(c), Section 170(b)(1)(A), Section 2055(a), and Section 2522(a) of the Internal Revenue Code of 1986, as amended, and to no other organizations.

(g) Death or Incompetency of an Individual Limited Partner. Upon the death or incompetency of an individual Limited Partner, the Partnership shall continue without interruption. The deceased individual Limited Partner may designate any of the following persons to succeed him or her as a member of the Partnership: (a) his or her lineal descendants or siblings (or the lineal descendants of his or her siblings); or (b) any guardian or trustee on behalf of any of the foregoing. Such designation shall be made by specific reference to this Agreement in the last will and testament of the deceased Partner, or if not so made, the executor or administrator of the deceased Partner shall make such designation, or if not so made, the estate of the deceased Partner shall be the successor Limited Partner. In the case of the adjudication of any individual Limited Partner as incompetent, the interest of such Partner shall be held by the personal representative of such Partner appointed by the court so making such adjudication. All parties to this Agreement agree to accept such designee, appointee or estate as a substitute Partner in the place of such deceased or incompetent Partner. Each individual so designated shall accept such designation in writing and shall assume all of the obligations of the deceased or incompetent Partner hereunder, and shall then be a substituted Partner with the same rights and liabilities as the deceased or incompetent Partner.

(h) Pre-Marital Agreements. In the event of an anticipated marriage or re-marriage of any Partner under this Agreement, such Partner shall have executed by the intended spouse a written agreement provided for the waiver by the intended spouse of any present or future claim to the assets of the Partnership or property derived therefrom, which shall be considered separate and not marital property for all purposes. The failure by a Partner to exercise a pre-marriage agreement in accordance with the foregoing sentence shall, effective immediately upon the marriage or re-marriage of such Partner, be deemed, for purposes of this

Agreement, to be an offer of sale by such Partner of his or her entire interest in the Partnership, the terms of which offer shall be cash in the amount of the then fair market value of the Partner's interest. Such offer of sale shall be subject to the provisions of Paragraph 10(a) of this Agreement. For purposes of this Paragraph 10(h), the "fair market value" of any Partnership interest shall mean and refer to the price on the relevant date that would cause the Partnership interest to change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having knowledge of all relevant facts, including but not limited to, the fair market value of closely-held limited partnership interest that may not be withdrawn before the end of the term of the partnership. The restrictions placed by the provision of this Paragraph 10 hereof upon the assignment, transfer, encumbrance, hypothecation or other disposition of a Partnership interest, as well as any other factors that might result in a discount in the valuation of a Partnership interest due to a lack of marketability or the ownership of a minority interest in the Partnership shall, to the extent relevant in determining fair market value, be taken into consideration in determining the fair market value of a Partnership interest.

11. Assignability of General Partnership Units

Except as provided in this Agreement, no General Partner shall have the right to sell, assign or otherwise transfer or encumber any of his Partnership Units or to bring additional general partners into the Partnership without the prior written consent of Limited Partners owning two-thirds of the Limited Partnership Units. Any such transfer by a General Partner shall relieve a General Partner of his obligations arising under this Agreement. Upon the death, incompetency, or disability of L. Ross Love, Jr., the successor General Partner shall be Cheryl Harden Love. Thereafter, upon the death, disability or incompetency of the sole remaining General Partner, the Limited Partners shall nominate a successor General Partner, who shall become a substitute General Partner only with the approval of a majority in Units of the Limited Partners.

12. Dissolution and Termination

(a) Except as otherwise expressly provided in this Agreement, dissolution of the Partnership shall be subject to the applicable provisions of the Ohio Limited Partnership Act, as now constituted or hereafter amended or substituted. Unless otherwise required by law, court order or this Agreement, the Partnership business shall not terminate upon the occurrence of any event causing dissolution of the Partnership, and no Partner shall have the right to cause termination of the Partnership except as herein provided. In the event of dissolution without termination, the Partnership business shall continue unabated. Termination shall occur only as hereinafter provided.

(b) In the event of death, incompetency, dissolution, bankruptcy or insolvency of any Limited Partner, termination shall not occur and the Partnership Units of the deceased, incompetent, dissolved or bankrupt Limited Partner shall pass to such Limited Partner's personal representative, executor, administrator, successor-in-interest or trustee in bankruptcy pursuant to applicable law, provided, however, that the General Partner shall have a right of first refusal as outlined in Article 10(a) of this Agreement to purchase such Limited Partner's Units upon any such event at a price to be determined pursuant to Article 10(a), as of the date of the Limited Partner's death, incompetency, dissolution, bankruptcy or insolvency. If the General Partner does not exercise the aforementioned right, then the personal representative, executor, administrator, successor in interest, or trustee in bankruptcy of the deceased, incompetent, dissolved, bankrupt or insolvent Limited Partner, for the purpose of settling the decedent's, incompetent's or bankrupt's estate or winding up the affairs of the dissolved Limited Partner, shall have all the rights of a Limited Partner and become a substituted Limited Partner if the General Partner so consents, which consent may be withheld for any reason. Each Partner agrees that an inventory and appraisalment of Partnership assets is thereby waived.

(c) The Partnership may be dissolved and terminated upon the occurrence of any of the following events:

(i) The death, retirement, insolvency, bankruptcy, incompetency, dissolution or winding up of a General Partner or any other General Partner admitted in accordance with the terms of this Agreement (the "Withdrawing General Partner(s)"); provided, however, that the remaining Partners owning a majority of Units in the Partnership may elect within a period of sixty (60) days after the occurrence of any such event to continue the Partnership with the remaining General Partner, if any, or a substituted General Partner and if such election is made and agreed to by all of the remaining Partners, then the Partnership business shall be continued and any such remaining Partners or substituted General Partner or General Partners shall have the same rights, authority, powers, duties and obligations as remaining Partners, and a Withdrawing General Partner shall transfer its Partnership Units to the remaining or substituted General Partner or General Partners at a consideration to be agreed upon among them.

(ii) The sale of all or substantially all of the assets of the Partnership.

(iii) Whenever the General Partners shall determine that prevailing business conditions dictate termination in the best interests of the Partners.

13. Distribution of Capital Proceeds Upon Termination

Upon termination of the Partnership, the General Partners, or if there is then no General Partner, or if such dissolution is the result of a default by the General Partner, a trustee appointed by the Limited Partners owning not less than 51% of the total Limited Partnership Units of the Partnership shall proceed with dispatch to sell or otherwise liquidate the assets of the Partnership, and, after paying or making due provisions for all liabilities to creditors of the Partnership, to promptly distribute such net proceeds and liquid assets to the Partners in accordance with their capital accounts, after giving effect to all contributions, distributions and allocations.

14. Legal Title to Property

Legal title to all property of the Partnership, real or personal, shall be taken and at all times held in the name of the Partnership or in the name of a trustee or nominee for the Partnership, provided that the Partnership shall be specifically designated by name as sole beneficial owner under a written nominee agreement or as sole beneficiary under a trust agreement, as the case may be.

15. Management of Business

(a) No Limited Partner shall have or exercise any rights in connection with the management of the Partnership business. Such management shall in every respect be the full and complete responsibility of the General Partners only.

(b) The General Partners shall have the sole and exclusive right to manage the business of the Partnership and shall have all of the rights and powers which may be possessed by General Partners under the Ohio Limited Partnership Act. Except as may be limited by any other provision of this Agreement, the General Partners shall have the right and power to improve, operate, use, buy, sell and trade or otherwise deal in or with any and all property of the Partnership; to enter into contracts and agreements, including bank loans or any other financing arrangements whatsoever; to establish such bank accounts as the General Partners deem necessary; to employ and discharge agents, to draw, make, accept, endorse, and assign any checks, notes, or negotiable instruments; to repay in whole or in part, refinance, recast, increase, modify or extend any mortgage or other loan arrangements on any of the property of the Partnership, and in connection therewith, to execute for and on behalf of the Partnership any and all other evidence or evidences of indebtedness; to enter into any agreements for the management of the investments of the Partnership; to employ such agents as he deems appropriate; to make any elections permitted for federal, state or local tax purposes, and to file any tax returns or execute any agreements in connection therewith; to designate a Tax Matters

Partner in accordance with the Internal Revenue Code; to institute, prosecute, defend, settle, compromise or defend lawsuits or administrative proceedings on behalf of or against the Partnership.

(c) Additional Covenants of Limited Partners. Notwithstanding anything to the contrary contained herein:

(1) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership or the directors, partners, or officers of any Limited Partner will act as an employee of Blue Chip Broadcasting, Inc., (the "Corporation") or any of its direct or indirect subsidiaries if such individual's function, directly or indirectly, relates to the media enterprises of the Corporation or any of its direct or indirect subsidiaries;

(2) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership will serve, in any material capacity, as an independent contractor or agent with respect to the media enterprises of the Corporation or any of its direct or indirect subsidiaries;

(3) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership will communicate with the licensee or any General Partner on matters pertaining to the day-to-day operation of the business of the Corporation or any of its direct or indirect subsidiaries;

(4) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership may admit an additional General Partner to the Partnership without the specific approval of the original General Partner;

(5) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership shall perform any services to the Corporation or any of its direct or indirect subsidiaries materially relating to their media activities, with the exception of making loans to, or acting as a surety for, the business; and

(6) No legal or beneficial owner, whether as a beneficiary of a trust or otherwise, of a Limited Partner interest in the Partnership shall become actively involved in the management or operation of the media business of the Corporation or any of its direct or indirect subsidiaries.

16. Transfer During Taxable Year

In the case of the transfer of a Limited Partner's Units at any time other than the end of an accounting period of the Partnership, the distributive shares of the various items of Partnership income, gain, deduction, loss, credit, and allowance as computed for federal income tax purposes shall be allocated between the transferor and the transferee in proportion of the number of days in the taxable year before and after the transfer, except that the provisions of this Paragraph 16 shall not apply with respect to any sale of all or substantially all of the assets of the Partnership.

17. Amendments to Certificate of Limited Partnership

The General Partners shall prepare and record any necessary amendment to the Certificate of Limited Partnership, and each of the Limited Partners does hereby irrevocably appoint each General Partner as the true and lawful attorney-in-fact for such Limited Partner, in such Limited Partner's name and behalf, to sign, certify under oath and acknowledge any such amendment to the Certificate, and to so execute whatever further instruments may be required, and each of the parties hereto does further agree, whenever requested to do so, personally to sign and swear to any such amendment to the Certificate and to execute whatever further instruments may be required, where such amendment to the Certificate is required by law or is deemed necessary to reflect:

(i) A change in the name of the Partnership or in the amount or character of the contribution of any Limited Partner (including a change by reason of the return to any Limited Partner of all or part of his capital contribution);

(ii) The substitution of a Limited Partner in accordance with Paragraph 10 or 12 hereof;

(iii) The admission of a new Limited Partner by unanimous agreement of all Partners;

(iv) The admission of a General Partner in accordance with the terms of Paragraph 11 hereof;

(v) A change in the character of the business of the Partnership;

(vi) The correction or clarification of any incorrect statement in the Certificate or any amendment thereof;

(vii) A change in the time as stated in the Certificate or any amendment thereof for the termination of the Partnership;

(viii) Any other changes or modifications of the Certificate or any amendment thereof made in order to accurately represent the agreement among the Partners.

18. Miscellaneous Provisions

(a) Nothing herein contained shall be construed to appoint any Partner the agent of another Partner, except as provided herein, or in any manner to limit the Partners in the carrying on of their own respective businesses or activities.

(b) All notices provided for herein shall be in writing and shall be deemed delivered if actually delivered by hand or mailed by ordinary U.S. mail to a Partner at his address as specified on Exhibit A hereto.

(c) This Agreement may be amended, from time to time, by the General Partner without the consent of the Limited Partners. Any amendment shall be effective as of the first day of the year in which it is adopted, unless otherwise provided in the amendment.

(d) Unless named in this Agreement, or unless admitted to the Partnership as provided in this Agreement, or unless admitted to the Partnership by the unanimous agreement of the Partners, no person shall be considered a Partner of the Partnership and any person having business with the Partnership shall be required to deal only with the Partners named in this Agreement or admitted to the Partnership as otherwise provided herein and shall not be required to deal with any other person by reason of any assignment by a Partner or by reason of the death or dissolution of a Partner, except as otherwise provided for in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased or dissolved Limited Partner, any payment to a Partner or to the personal representatives, executors, or administrators or successors in interest of a Partner shall acquit the Partnership of all liability to any other persons who may be interested in such payments by reason of an assignment by such Partner or by reason of death, incompetence or dissolution of such Partner.

(e) The Partnership shall operate on a calendar year basis.

(f) The General Partners may elect pursuant to I.R.C. §754 an optional adjustment to the basis of Partnership property.

(g) If any individual serving as a General Partner hereunder is at any time mentally or physically incapacitated for the performance of his or her duties, it shall not be necessary for him or her to resign or be removed, but the Successor General Partner may administer the partnership hereunder during his or her incapacity as though the incapacitated individual were dead. Any individual serving as an individual General Partner hereunder who is expecting to be absent or incapacitated may, by an instrument in

writing, authorize the other General Partner to so administer the partnership hereunder, and such authorization may be revoked in a like manner.

19. Governing Law

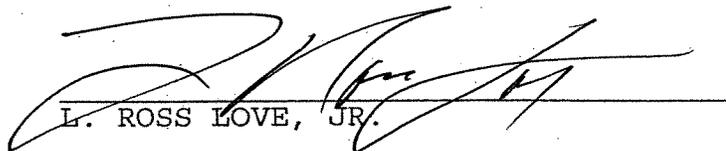
It is the intent of the parties that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Ohio.

20. Successors and Assigns

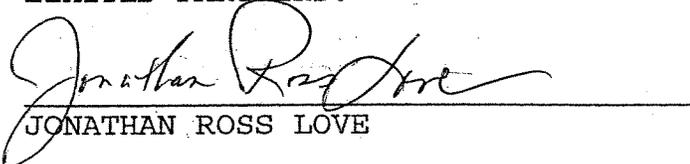
Except as herein or by law otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, the undersigned parties have caused this Limited Partnership Agreement to be executed the day and year first above written.

GENERAL PARTNER:

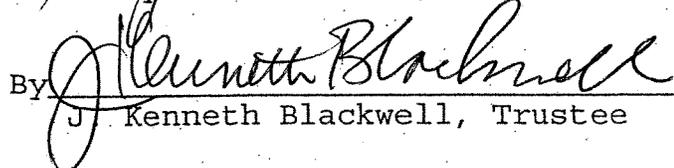

L. ROSS LOVE, JR.

LIMITED PARTNERS:


JONATHAN ROSS LOVE

AYANNA LOVE JAMES Trust

By 
Cheryl Harden Love, Trustee

By 
J. Kenneth Blackwell, Trustee

Schedule A

Capital Contributions of the General Partner

Name and Address of General Partner	Property Contributed	Value of Property Contributed	Units
L. Ross Love, Jr. 615 Windings Lane Cincinnati, OH 45220	50,512.522 shares of Series A. Common Stock of Blue Chip Broadcasting, Inc.		1
TOTAL			

Exhibit A
Limited Partners

<u>Name</u>	<u>Address</u>
Jonathan Love	
Ayanna Love James Trust	615 Windings Ln. Cincinnati, OH 45220

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