

SEPARATION AGREEMENT

This agreement ("Agreement") is made and entered into pursuant to Sections 3103.05 and 3103.06, Ohio Revised Code, on the dates indicated below by and between Terry Embry ("Husband") and Barbara S. Embry ("Wife").

RECITALS

WHEREAS the parties hereto have been legally married at Berea, Ohio, on April 27, 1977, that no children have been born as issue of the marriage; and

WHEREAS, unfortunate differences have arisen between the parties making the continuation of their marital relationship impossible; and

WHEREAS, the parties desire to settle all matters between them arising out of their marriage, including a division of property and alimony settlement;

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife each agree:

1. Separation: The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

2. Alimony: The provisions for Wife as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Wife for alimony. The provisions for Husband as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Husband for alimony.

3. Assumption of Debts: Except as may be otherwise provided herein, each party agrees to assume and pay all outstanding debts individually incurred by him/her whether such debt was incurred before or during the marriage, or during any period of separation, and each agrees to indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability whatsoever arising from, or in any way connected with, such outstanding debts, except as herein otherwise agreed.

4. Leasehold Interest to Husband: Husband shall retain the possession and enjoyment of any leasehold interest in the residence at 17599 Whitney Road, Apt 102, Strongsville, Oio 44136, and be entitled to any security deposit arising thereunder, and shall assume all debts and obligations arising therefrom. Husband shall hold Wife harmless from any such debts and obligations arising therefrom.

5. Division of Other Property: As and for a division of all other property interests between the parties, Husband shall be entitled to all proceeds received from the State of Ohio Worker's Compensation claim he has pending arising out of his former employment relationship with Erico Products.

6. Automobiles: Following the effectiveness of this Agreement, Husband shall obtain or retain title and exclusive use of the 1972 Ford Gran Torino, and will become solely obligated for all payments due or which may become due for the use, operation and maintenance thereof. Wife shall obtain or retain title and use of the 1978 Chevrolet Camero, and will become solely obligated for all payments due or which may become due for the use, operation and maintenance thereof. The parties shall execute title transfer documents, if necessary, accordingly.

7. Bank Accounts Not - Jointly Held: The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

8. Non-Survival of Agreement: If the Dissolution of Marriage is not granted by the Court, or if either Husband or Wife decides not to proceed with the Dissolution of Marriage, this Agreement shall be rendered null and void and no longer be binding upon the parties.

9. Effective Date: This Agreement shall be effective upon the entry and recording of Judgment in the proceeding of which this is a part.

10. Incorporation Into Petition for Dissolution of Marriage: This entire Agreement shall be presented to the Court at the hearing on the parties' Petition for Dissolution of Marriage with the request that it be adjudicated to be fair, just and proper and with the further request that the Court make it a part of the final decree entered in such proceedings.

11. Insurance Policies: Unless and except as otherwise provided herein, each of the parties agrees that the other, after the execution of this Agreement, shall have the right to make any changes in their respective insurance policies, including, but not limited to, change of beneficiary, increasing or decreasing the coverage amount, or cancellation of such policies.

12. Non-Use of Other's Credit: Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of the other and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

13. Attorney Fees: Each party shall pay and be responsible for his or her respective attorney fees incurred after execution of this Agreement in connection with this proceeding.

14. Division of Other Property: The parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession, shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

15. Modification of this Agreement: This Agreement may not be altered, changed, or modified except in a writing signed by each of the parties.

16. Advice of Counsel: Both parties acknowledge that they had an opportunity to seek the advice of legal counsel and that they are entering into this Agreement voluntarily of their own free will.

17. Law Applicable: The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of the State of Ohio.

18. Enforcement Expenses: If either Husband or Wife defaults in the performance of any of the terms, provisions, obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provision of this agreement, then in such case, the party found to be in default shall pay all expenses, including reasonable attorney fees incurred in the connection with such enforcement proceedings.

19. Full Understanding: Each party fully understands all of the terms of this Agreement and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his and her understanding, and each voluntarily executes this Agreement and affixes his and her signature in the presence of the witnesses indicated below.

20. Performance of Necessary Acts: Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bills of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement or a properly

certified copy in lieu of the document regularly required for the conveyance or transfer.

21. Representation of Financial Status: Each party has made a true and direct representation of his and her financial status, including expectancies and inheritances of the parties.

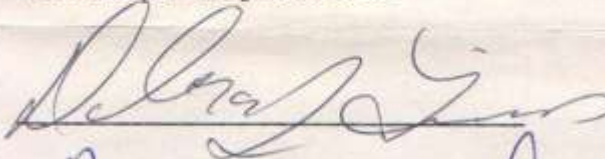
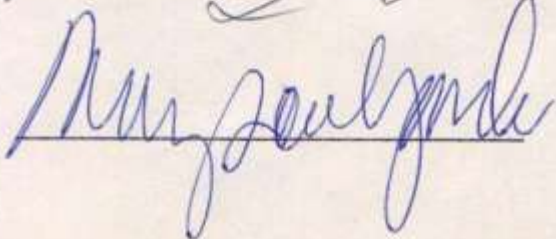
22. Release: Each party does hereby release and discharge the other from all other claims, rights and duties arising out of or growing out of said marital relationship and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament and each party is by these presents, hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance of year's support right to remain in the mansion house, all rights and claims as widow, widower, heir, distributee, survivor or next of kin and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, or whether now owned or hereafter acquired which may in any manner, arise or occur by virtue of said marriage.

23. Binding of Heirs: All the covenants, promises, stipulations, agreements, and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

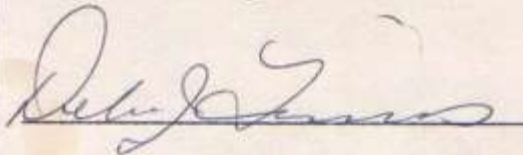
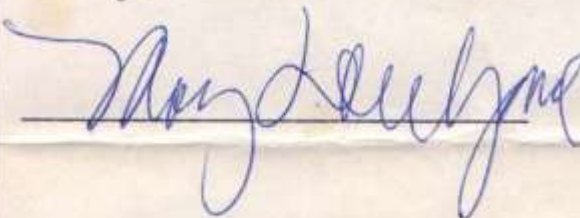
24. Severability and Enforceability: If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated.

WITNESSES Signatures:

 Terry Embry  
 10-5-79  
Date

WITNESSES Signatures:

 Barbara S. Embry  
 October 5, 1979  
Date