

VOTING AGREEMENT AND PROXY

THIS VOTING AGREEMENT AND PROXY (this "Agreement") is made and entered into effective as of August 8, 2011, by and among The Negev Foundation, a Ohio not for profit Organization (the "Foundation"), and _____ a member of the board of directors of the Foundation which has executed this Agreement by signature (each, a "Board Member" and collectively, the "Board Members"). The Foundation and Board Member shall execute a copy of this Agreement in person, which copy shall be kept at the principal office of the Foundation, and the aforementioned Board Member shall adopt the terms and conditions of this Agreement in counterpart by signature.

WHEREAS, Board Member is a member of the Board of Directors, responsible for the proper management of the Foundation;

WHEREAS, in order to insure the competent management of the Foundation in the interest of all of the Board Members thereof _____ has agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of covenants, conditions and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. *Representations and Warranties.* Board Member hereby represents and warrants to the Foundation and their fellow Board Members as follows:

(a) This Agreement has been duly executed by signature and delivered by, and constitutes the valid and binding agreement of, such Board Member, enforceable against such Board Member in accordance with its terms.

(b) The execution by signature and delivery of this Agreement will not violate or conflict with any agreement to which such Board Member is a party.

2. *Voting Agreement.* Board Member hereby covenants and agrees that, during the term of this Agreement, at any and all meetings of shareholders of the Foundation, or at any adjournment thereof or in any other circumstances upon which a vote, consent (including unanimous written consents), agreement or other approval is sought, and Board Member is absent such Board Member shall vote (or cause to be voted) and shall otherwise consent or agree in such manner as may be directed by Richard J. Bogomolny, Founding Board Chairman and Trustee, in his sole and absolute discretion.

3. *Grant of Proxy; Appointment of Proxy.* In furtherance of Section 2 hereof:

(a) This Board Member hereby grants to, and appoints, Richard J. Bogomolny, or such other person as the Foundation may designate from time to time, as the Board Member proxy (with full power of substitution), for and in the name, place and stead of such Board Member, to for the Board Member at any meeting of the Board of Directors of the Foundation, or at any adjournment thereof or in any other circumstances upon which a

vote, agreement, consent (including unanimous written consents) or other approval is sought, as set forth in Section 2 hereof.

(b) Board Member agrees that the appointed proxy will not be held liable for any wrong doing as long as the proxy exercised their powers in good faith.

(c) _____ hereby represents that any proxies given in respect of the votes by such Board Member prior to the granting of the proxy set forth in this Agreement are not irrevocable, and that any other proxies are hereby revoked.

(d) Each Board Member may revoke their proxy given pursuant to this Section 3 upon written notice to the Foundation.

4. *Termination.* This Agreement, and all rights and obligations of the parties hereunder, including without limitation, the proxy set forth in Section 3, shall terminate upon the unanimous written consent of all of the parties hereto.

5. *Miscellaneous.*

(a) This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Voting Agreement and Proxy as of the day and year first above written.

THE ASSOCIATION:
THE NEGEV FOUNDATION
By: _____
Name: _____

THE BOARD MEMBER:

By: _____
Name: _____