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COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

CHRISTINA M. BRASHEAR

Plaintiff

v.

ELLORA'S CAVE PUBLISHING, INC.

And

TINA M. ENGLER
Aka Tina Keen
aka Jaid Black, aka Tia Isabella
aka Jasmine LeVeaux

And

PATRICIA L. MARKS

And

LADY JAIDED INC.
c/o Tina Engler, Statutory Agent

And

GOTHIK GROUNDS, INC.
c/o Tina Engler, Statutory Agent

And

AWBRIDGE, HANWELL & HARTLEY, INC.
c/o Tina Engler, Statutory Agent

And

2008 04 2729

No. ASSIGNED TO JUDGE SPICER

COMPLAINT

JURY TRIAL DEMANDED

Type: Damages and Injunctions for Breach of Contract; Breach of Statutory and Common Law Duties; Breach of Fiduciary Duties and Defamation

DANIEL M. HORRIGAN
2008 APR -3 PM 2:49
SUMMIT COUNTY
CLERK OF COURTS

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AKRON, OHIO 44304
(330) 376-8336
FAX (330) 376-2522

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BRANNON-ENGLER PROPERTIES, LTD.

And

UNKNOWN RELATED COMPANIES dba JASMINE JADE ENTERPRISES

Defendants

Plaintiff Christina M. Brashear ("Brashear"), for her Complaint against Defendants Ellora's Cave Publishing, Inc. ("EC"); Tina Engler, aka Tina Keen aka Jaid Black aka Tia Isabella aka Jasmine LeVeaux ("Engler"); Patricia Marks ("Marks"); Jasmine-Jade Enterprises, LLC ("JJE"); Lady Jaided, Inc. ("LJI"); Gothik Grounds, Inc. ("GGI"); Awbridge, Hanley & Hartley, Inc. ("AHH"); Brannon-Engler Properties, Ltd. ("BEP") and the Unknown Related Companies (all of the entity Defendants besides EC to be referred to hereafter collectively as "the Related Companies"), states as follows:

PARTIES

1. Brashear is an individual now residing in Georgia. She is the owner of 5% of the shares of EC and was a Director of EC and its President, Chief Operating Officer, and Publisher before her termination on September 2, 2005.

2. EC is an Ohio corporation with taxable "S" election, having its principal place of business in Summit County. EC publishes and distributes romance fiction primarily read by women, by electronic and traditional means. EC is a "close corporation" within the meaning of applicable Ohio statutory and common law, since it has only three shareholders.

3. Engler is an individual residing in Summit County, who is the owner of 90% of the shares of EC and has at all pertinent times been the controlling Director and

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manager of the company. Engler has at all pertinent times been the majority owner of the Related Companies and has been the controlling Director and manager of each of them. Engler frequently uses the aliases "Jaid Black," "Tia Isabella" and "Jasmine LeVeaux" in her public writings and other communications relevant to this Complaint.

4. Marks is an individual residing in Summit County, who is Engler's mother and the owner of 5% of the shares of EC. Marks has at all pertinent times been a Director and manager of EC. Marks was President and CEO of EC at the time of Brashear's termination to present. Upon information and belief, Marks is an owner, Director and manager of some or all of the Related Companies.

5. The Related Companies were, at times relevant to this Complaint, Ohio corporations or other forms of entity, with their principal places of business in Summit County. They operated in conjunction with EC and one another in the publication of romance fiction and related materials. Upon information and belief, some or all of the assets and liabilities of EC have been transferred by agreement or operation of law to the Related Companies.

FACTS

6. Prior to her termination, Brashear had disagreements with Engler and Marks concerning the management of EC, both as a Director and Officer of the company and as a minority shareholder. These disagreements included Brashear's concerns that assets, resources and business opportunities of EC were being diverted improperly to the Related Companies for the benefit of Engler, Marks, the Related Companies and the Related Companies' other shareholders and that Engler and Marks were improperly interfering with Brashear's ability to do her job, failure to communicate pertinent information and exclusion from decision making required for Brashear's job and as a shareholder.

7. Brashear has demanded inspection of the books and records of EC, which

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has been refused without justification.

8. EC has failed without justification to pay Brashear sums to which Brashear is entitled as a shareholder. Brashear has been obligated to pay personal income taxes based on her percentage interest of EC income reported and has not received pro rata shareholder distributions owed to her, but which have not been paid to her.

9. Upon information and belief, EC has been operated by Engler and Marks so as to deprive Brashear without justification of income to which she is entitled, for the benefit of Engler, Marks, the Related Companies and the Related Companies' other owners, contrary to Engler's and Marks' fiduciary duty to Brashear as a minority shareholder of EC. Without limitation, Brashear alleges this to have included diverting EC's assets, resources and business opportunities to some or all of the Related Companies; excessive expenditures for the benefit of Engler and Marks; accounting manipulation to reduce shareholder distributions to which Brashear would properly have been entitled; and by terminating Brashear's employment.

10. Brashear, Engler and Marks are parties to a Shareholders' Buy-Sell Agreement pertaining to the stock of EC, dated July 29, 2003 ("the Buy-Sell Agreement), a copy of which is attached as Exhibit 1. Brashear has attempted to exercise her right to dispose of her shares of EC pursuant to the Buy-Sell Agreement, but Engler and Marks unreasonably and without legal justification have failed and refused, and have caused EC to fail and refuse, to perform their obligations to Brashear under the Buy-Sell Agreement.

11. Engler, without privilege to do so, has willfully defamed Brashear by libel and slander, including, without limitation, by wrongly accusing her widely and publicly of illegal acts of discrimination, of other improper actions as an officer of EC and of lacking a

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suitable temperament to conduct business appropriately, thereby injuring Brashear in her trade and occupation, all to Brashear's damage.

12. Engler caused EC to terminate Brashear as its President and Publisher and as a Director without a reasonable justification for doing so, for the sole purpose of benefiting Engler, Marks and the Related Companies and their other owners, in willful derogation of Engler's fiduciary obligations to Brashear as a minority shareholder of EC and the contractual obligations of good faith and fair dealing with Brashear.

13. Engler and Marks have attempted to coerce Brashear into selling Brashear's stock in EC at a heavily discounted price, *inter alia,* and by causing EC illegally to withhold equity distributions to Brashear and to report taxable income to the government in such a way as to force Brashear to have to pay taxes without having received the funds with which to pay such taxes, failing to provide tax documents to Brashear, and by conducting a public campaign against Brashear.

FIRST CAUSE OF ACTION

14. Brashear here re-states the allegations of the preceding paragraphs.

15. EC has violated Brashear's right as a shareholder to inspect its books and records.

16. Brashear is entitled to an injunction requiring EC to provide its books and records for inspection as required by law and for her costs of this action and reasonable attorney fees and expenses.

SECOND CAUSE OF ACTION

17. Brashear here re-states the allegations of the preceding paragraphs.

18. EC has breached its obligations to Brashear under statutory and common

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law to pay Brashear those sums to which she is entitled as a shareholder, including but not limited to pro rata shareholder distributions, value of her shares of stock, and personal income tax liability attributable as her percentage interest in EC reported in tax returns to the Internal Revenue Service, to Brashear's damage in an amount exceeding $25,000.

19. Brashear is entitled to judgment for the sums that should have been paid to her as a shareholder, plus the costs of this action.

THIRD CAUSE OF ACTION

20. Brashear here re-states the allegations of the preceding paragraphs.

21. EC, Engler and Marks have breached their obligations to Brashear under the Buy-Sell Agreement.

22. Brashear is entitled to an injunction granting her specific performance of EC's, Engler's and Marks' obligations to her under the Buy-Sell Agreement, including but not limited to proceeding with an appraisal of the value of Brashear's shares and purchasing the shares at the price determined by the appraisal, plus the costs of this action and Brashear's reasonable attorney's fees and expenses.

FOURTH CAUSE OF ACTION

23. Brashear here re-states the allegations of the preceding paragraphs.

24. EC, Engler and Marks violated their fiduciary obligations to Brashear as a minority shareholder of EC, by depriving Brashear without justification of income to which she is entitled, for the benefit of Engler, the Related Companies and the Related Companies' other shareholders, as set forth in Paragraph 8 above, to Brashear's damage in an amount exceeding $25,000.

25. Brashear is entitled to judgment against EC, Engler and Marks, jointly and

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severally, for the damages incurred by Brashear as set forth in this Cause of Action, plus the costs of this action and Brashear's reasonable attorney fees and expenses.

FIFTH CAUSE OF ACTION

26. Brashear here re-states the allegations of the preceding paragraphs.

27. The Related Companies were unjustly enriched, to Brashear's detriment as a minority shareholder of EC, by their unjustified receipt of the assets, resources and business opportunities of EC that were improperly diverted to them, as set forth above, in a total amount exceeding $25,000.

28. Brashear is entitled to judgment against the Related Companies, severally, for Brashear's proportion, as a shareholder of EC, of the value of the assets, resources and business opportunities of EC that were improperly diverted to each of the Related Companies, plus the costs of this action.

SIXTH CAUSE OF ACTION

29. Brashear here re-states the allegations of the preceding paragraphs.

30. Engler is liable to Brashear for willful defamation by libel and slander, in amounts exceeding $25,000 for actual and punitive damages, plus the costs of this action and Brashear's reasonable attorney's fees and expenses.

SEVENTH CAUSE OF ACTION

31. Brashear here re-states the allegations of the preceding paragraphs.

32. Engler and Marks willfully violated their fiduciary duties to Brashear as a minority shareholder of EC, by terminating Brashear without reasonable justification, for the sole purpose of benefiting Engler, Marks, the Related Companies and their other owners.

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33. Brashear is entitled to judgment against Engler and Marks, jointly and severally, in amounts exceeding $25,000 for actual and punitive damages, plus the costs of this action and Brashear's reasonable attorney's fees and expenses.

DEMAND FOR RELIEF

Brashear demands judgment against Defendants as set forth in her Causes of Action, plus such other and further relief to which Brashear may be entitled.

Respectfully submitted,

Stacey Hackenberg

Irving B. Sugerman (0020607)
James R. Russell, Jr. (0075499)
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Attorneys for Plaintiff
Christina M. Brashear

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all of the issues so triable herein.

Stacey Hackenberg

Irving B. Sugerman (0020607)
Stacey T. Hackenberg (0066360)

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BUY-SELL AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of July, 2003, by and between TINA M. ENGLER, PATRICIA L. MARKS and CHRISTINA M. BRASHEAR, and any and all other shareholders of ELLORA'S CAVE PUBLISHING, INC., (the "Corporation"), and by the Corporation. All of the shareholders of the Corporation are hereinafter referred to collectively as "Shareholders" and individually as "Shareholder".

WITNESSETH THAT:

WHEREAS, the Shareholders own 100% of the common stock of the Corporation ("shares"); and

WHEREAS, the Shareholders desire to ensure the continuity of management of the Corporation and that the shares remain closely held;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1

Restrictions and Terms on Transfer of Other Shareholder's Shares

1.01 (a) Upon the death of a Shareholder other than Tina M. Engler (a deceased Shareholder other than Tina M. Engler is hereinafter referred to as "Deceased Shareholder"), if the Deceased Shareholder's shares will pass by will, intestacy or in any other manner to someone other than the said Deceased Shareholder's spouse or issue, then the said Deceased Shareholder's estate shall convey, at no cost, any and all shares legally or beneficially owned by the Deceased Shareholder to Tina M. Engler or if Tina M. Engler is deceased to the issue of Tina M. Engler, in equal shares, per stirpes. The estate of a Deceased Shareholder shall include any trust which said Deceased

EXHIBIT

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Shareholder established or of which said Deceased Shareholder was a settlor, and any executor, administrator, personal representative and surviving joint tenant of shares of said Deceased Shareholder and any other person who may acquire without formal probate proceedings any right, title or interest in the shares of said Deceased Shareholder, all of whom are hereinafter also referred to as "Deceased Shareholder".

Right of First Refusal

Lifetime Transfer of Shareholder's Shares

1.02. (a) If a Shareholder should desire to dispose of any or all of her shares during her lifetime, or upon the termination, winding up, dissolution, bankruptcy, receivership, insolvency, general assignment for the benefit of creditors, or similar proceeding of or by a Shareholder whether voluntary or involuntary, or if the shares of the Corporation owned by a Shareholder become subject to seizure, garnishment, execution, attachment, levy or other legal or equitable process (each of said events is hereinafter referred to as a "triggering event" and the Shareholder who triggered the said event is hereinafter referred to as the "Selling Shareholder"), the Selling Shareholder shall immediately offer, in writing, to sell all of the Selling Shareholder's shares of the Corporation to Tina M. Engler who may elect in writing within seven (7) days of said offer to purchase any or all of said shares at the price set forth in paragraph 1.04 hereof and on the terms set forth in paragraph 1.03 hereof. If Tina M. Engler does not purchase all of said shares offered for sale, then the said shares not purchased by Tina M. Engler shall be offered for sale, in equal shares, to the issue of Tina M. Engler, per stirpes, who may elect in writing within seven (7) days of said offer to purchase any or all of said shares at the price set forth in paragraph 1.04 hereof and on the terms set forth in paragraph 1.03 hereof. If the issue of Tina M. Engler do not purchase all of said shares offered for sale, then

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said shares not purchased by the issue of Tina M. Engler shall be offered for sale to all of the other remaining surviving Shareholders, at the price set forth in Paragraph 1.04 hereof and on the terms set forth in Paragraph 1.03 hereof. Each such Shareholder shall have the right, at her option and discretion, for seven (7) days after the offer to sell the said shares has been made, to elect to purchase, in writing, at the price set forth in Paragraph 1.04 hereof and on the terms set forth in Paragraph 1.03 hereof, that proportionate number of the shares offered for sale as the total number of shares of the Corporation owned by said Shareholder bears to the total number of outstanding shares of the Corporation owned by all of the Shareholders. If any Shareholder elects, at her option and discretion, not to purchase her full proportionate share of said shares offered for sale, then any shares not elected to be purchased by said Shareholder shall then be offered for sale at the same price and on the same terms to the other said Shareholders who may, at their option and discretion, within seven (7) days of the said offer to sell the shares, elect to purchase, in writing, at the price set forth in Paragraph 1.04 and on the terms set forth in Paragraph 1.03 hereof, in addition, their proportionate number of the said shares not elected to be purchased. Any shares not elected to be purchased by the said Shareholders shall then by offered at the same price and on the same terms to the Corporation. The Corporation shall have the right, at its option and discretion, for seven (7) days after said offer, to elect to purchase, in writing, at the price set forth in Paragraph 1.04 hereof and on the terms set forth in Paragraph 1.03 hereof, any or all of said shares so offered.

(b) If Tina M. Engler, the issue of Tina M. Engler, the Shareholders and/or the Corporation do not elect to purchase all of the shares offered for sale pursuant to Paragraph 1.02(a) hereof within the time prescribed in Paragraph 1.02(a), then, subject to this Paragraph 1.02(b), the Selling Shareholder may sell or transfer said shares not elected to be purchased to any other person or entity but only within thirty (30) days after the expiration of the Corporation's election period as described in this Paragraph 1.02(b). The Selling Shareholder shall not sell, transfer, encumber, or otherwise convey his said shares to any other person or entity without first giving, in writing, to Tina M. Engler the right to purchase any or all of said shares for the same price and terms that are offered by the third person or entity. Any shares not elected to be purchased by Tina M. Engler shall be offered for sale, in equal shares, to the issue of Tina M. Engler, per stirpes, at the same price and terms that are offered by the third person or entity. Any shares not elected to be purchased by the issue of Tina M. Engler shall be offered for sale to the remaining shareholders who may elect to purchase their proportionate number of the shares being offered for sale (i.e., that proportionate number of the shares offered for sale as the total number of shares owned by said shareholder bears to the total number of shares of the Corporation owned by all of the shareholders) at their option and discretion, for the same price and the same terms that are offered by the said other person or entity. Tina M. Engler, the issue of Tina M. Engler and the shareholders shall accept or reject the offer to purchase the shares, in writing, within seven (7) days after the offer is made to them. Any shares not elected to be purchased by the Shareholders shall then be offered for sale to the Corporation on the same terms and conditions that are offered by the third person or entity. The Corporation shall accept or reject the offer within seven (7) days after the offer to the Corporation is made.

(c) If a Tina M. Engler, the issue of Tina M. Engler, a Shareholder and/or the Corporation elect to purchase shares pursuant to Paragraph 1.02(a) hereof, they shall be hereinafter referred to as "Buyer".

Terms of Payment for Shares Purchased Pursuant To Paragraph 1.02(a)

1.03. The terms of payment by Buyers for any shares Buyers elect to purchase pursuant to Paragraph 1.02(a) hereof shall be as follows:

(a) The purchase price shall be paid to said Selling Other Shareholder in sixty (60) monthly installments, with the first such installment being due three (3) months after the triggering event occurred.

(b) The Buyer's obligation to pay the balance of the purchase price shall be evidenced by the Buyer's promissory note providing for the payment of the balance of the purchase price bearing interest at the rate determined pursuant to Paragraph 1.07 hereof on the entire unpaid balance. The promissory note shall further provide that the failure to make any payment within ten (10) days of its due date constitutes a substantial breach and renders the entire unpaid balance immediately due and owing. Pledge agreements, security agreements, financing statements and any other documents which the selling party reasonably deems necessary shall be executed by the Buyer. Any Buyer shall have the right to prepay said Buyer's promissory note, in whole or in part, at any time, without penalty. Any Buyer who has not paid the entire purchase price for the shares said Buyer purchase, shall, following delivery of the purchased stock, endorse the new certificates issued to the Buyer, and deliver said shares to the selling party as collateral security for the payment of the unpaid purchase price. While said shares are held as collateral security and so long as said Buyer is not in default, said Buyer shall be entitled to all voting rights with regard to said shares.

Purchase Price

1.04. (a) The purchase price to be paid for shares being purchased pursuant to Paragraphs 1.01 and 1.02(a) hereof, shall be as follows:

(i) The Shareholders may meet, from time to time, to determine the value of each share of stock of the Corporation. In determining the value, the Shareholders may consider the assets and liabilities of the Corporation, the earnings history of the

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Corporation, the marketability or lack of marketability of the shares of the Corporation and any other factors the Shareholders deem appropriate. The value of each share of stock of the Corporation shall be the last value upon which the Shareholders have unanimously agreed, in writing, if said agreement was reached within the one year period immediately preceding the event which causes the sale of the shares (i.e. the triggering event if said shares are being sold pursuant to Paragraph 1.02(a) hereof).

(ii) If the Shareholders have not unanimously agreed upon a value for the shares of the Corporation within the one year period immediately preceding the event which causes the sale of the shares, then the value of each share of stock of the Corporation shall be equal to the Corporation's fair market value, as determined in Paragraph 1.06 hereof, as determined on the last day of the month ("valuation date") immediately preceding the event which causes the sale of the shares, divided by the number of outstanding shares of the Corporation as of the date of the event which causes the sale of the shares.

(b)(i) Subject to Paragraph 1.04(b)(ii) hereof, the purchase price for each share of stock of the Corporation shall be the value of each share being sold as determined pursuant to Paragraph 1.04(a)(i) or 1.04(a)(ii) hereof, whichever is applicable.

Indebtedness of Seller to Buyer

1.05. If a Selling Other Shareholder is indebted to a Buyer and said indebtedness is less than or equal to the purchase price for all of the shares being purchased by said Buyer, then the purchase price to be paid by said Buyer to the Selling Shareholder shall be offset and reduced by the amount of said indebtedness, including any accrued but unpaid interest, and at that time any promissory notes or other evidence of indebtedness of the Selling Shareholder to the said Buyer shall be canceled. If the Selling Shareholder is indebted to a Buyer and said indebtedness is greater than the purchase price for all of the shares being purchased by said Buyer, then the purchase price to be paid by said Buyer to the Selling Shareholder shall be deemed to have been paid in full and the amount of said indebtedness owed by the Selling Shareholder to the said Buyer shall be offset and reduced by the said purchase price and at that time any outstanding promissory notes or other evidence of indebtedness of the Selling Shareholder to the said Buyer shall reflect the said reduction of indebtedness.

Computation of Fair Market Value

1.06. The term "fair market value", for the purposes of this Agreement, means the value of the capital stock of the Corporation, as of the valuation date, as determined by the average of two appraisals, one performed by a qualified appraiser chosen by the Selling Shareholder and one performed by an appraiser chosen collectively by the Buyers.

Interest Rate

1.07. The interest rate determined pursuant to this Paragraph shall be equal to the lowest interest rate per annum by which no interest shall be imputed to the recipient of this interest by reason of the most recent Internal Revenue Code and the Treasury Regulations as amended from time to time. This determination shall be made as of the date the payer of the interest first becomes obligated to pay interest on any obligation created pursuant to this Agreement. In the event it is impractical or impossible to determine the interest rate in the manner set forth above, the interest rate shall be seven percent (5%) per annum.

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Shareholder Actions

1.08. If any vote, consent, or other action on the part of the Shareholders is necessary to remove a legal impediment that would otherwise prevent the performance by the Corporation of any one or more of its obligations under this Agreement, each of the Shareholders agrees to supply such vote or consent. Each Shareholder hereby authorizes and directs his or her heirs, executors, administrators, estate and assigns to execute any and all instruments and to take any and all further action necessary or desirable for the purpose of carrying out the provisions of this Agreement and without limitation on the foregoing, the Shareholders specifically agree for themselves and their heirs, administrators, successors, and assigns to take appropriate action as Shareholders of the Corporation to reduce the stated capital of the Corporation and/or to cause the Corporation to write up to fair market value any or all of its physical assets if either or both of these actions are necessary or desirable to make lawful the purchase by the Corporation of its own shares pursuant to the provisions of this Agreement.

Notation on Share Certificates

1.09. The certificates representing the shares of common stock of the Corporation that are subject to this Agreement shall have endorsed on them a legend which indicates that the transfer of the shares represented by the share certificates are subject to a Agreement and are restricted by an agreement to which the Shareholders and Corporation is a party and that the Corporation will mail without charge to any Shareholder a copy of the Agreement within five (5) days after the receipt of written request for the copy.

Subsequent Shareholders

1.10. All persons or entities, who become owners of shares of the Corporation subsequent to the execution of this Agreement shall indicate their assent to be bound by the terms of this Agreement in writing. No shares of the Corporation may be transferred to any said person or entity unless and until they agree to be bound by the terms of this Agreement in writing.

ARTICLE 2

Termination of Agreement

2.01 This Agreement shall terminate upon the occurrence of any of the following events.

(a) Bankruptcy, receivership, or dissolution of the Corporation, or

(b) The written agreement of all Shareholders, the Corporation.

Upon termination of this Agreement, the Secretary of the Corporation shall, upon tender of the certificates of stocks, delete the legend endorsed thereon pursuant to Paragraph 1.09 of this Agreement.

ARTICLE 3

Specific Performance

3.01 The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the personal representatives of a decedent by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto or the personal representatives of a decedent shall institute any action or proceeding to enforce the provisions hereof, any person, including the Corporation, against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has or have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists, it being the agreement of the parties that this Agreement is specifically enforceable.

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ARTICLE 4

Governing Law

4.01 This Agreement has been executed in and shall be governed by the laws of the State of Ohio. Venue shall lie only in the courts of Summit County, Ohio.

ARTICLE 5

Binding Effect

5.01 This Agreement is binding upon and insures to the benefit of the Corporation, its successors and assigns, and to the Shareholders and their respective heirs, trustees, personal representatives, successors and assigns, and the Shareholders, by the signing hereof, direct their personal representatives to open their estates promptly in the courts of proper jurisdiction and to execute, procure and deliver all documents, including, but not limited to, appropriate orders of the Probate Court (or court of comparable jurisdiction) and estate and inheritance tax waivers, as shall be required to effectuate the purposes of this Agreement.

ARTICLE 6

Amendment

6.01 This Agreement may only be amended by the written consent of the Corporation and all of the other parties hereto.

ARTICLE 7

Entire Agreement

7.01 This Agreement contains the entire understanding between the parties hereto concerning

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the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

ARTICLE 8

Invalid Provision

8.01 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple counterparts this 29 day of July, 2003.

SHAREHOLDERS

____
Tina M. Engler

____
Christina M. Brashear

____
Patricia L. Marks

Ellora's Cave Publishing, Inc.

By__________________________
Tina M. Engler, President