

OPERATING AGREEMENT COMPANY NAME, LLC

Any securities created by this Operating Agreement have not been registered under the Georgia Securities Act of 1973, in reliance upon the exemption from registration set forth in Section 10-5-9(13) of such Act. In addition, any securities created by this Operating Agreement, if any, have not been registered with the United States Securities and Exchange Commission in reliance upon an exemption from such registration set forth in the Securities Act of 1933 provided by Section 4(2) thereof, nor have they been registered under the securities Blue Sky laws of any other jurisdiction. The interests created hereby have been acquired for investment purposes only and may not be offered for sale, pledged, hypothecated, sold or transferred except in compliance with the terms and conditions of this Operating Agreement and in a transaction which is either exempt from registration under such Acts or pursuant to an effective registration statement under such Acts.

THIS OPERATING AGREEMENT is made and entered into effective the ____ day of _____ 20__, by the parties who have executed counterparts of this Operating Agreement as indicated on the signature pages attached.

ARTICLE I. DEFINITIONS

The following terms used in the Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Adjusted Capital Account Deficit.” The Adjusted Capital Account Deficit of any Member or Shareholder means, as of any particular date, the deficit balance, if any, in such Member or Shareholder's capital account as of such date, as determined in the manner provided in Section 8.6 hereof and by then adjusting such capital account and so determined as follows:

- (a) Such capital account shall be increased to reflect any amounts, if any, which such Member or Shareholder is deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and .704-2(i)(5) of the Regulations.
- (b) Such capital account shall be reduced to reflect any items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.
- (c) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 10.6 hereof, then such capital account shall be adjusted to reflect the tentative allocation to such Member or Shareholder of all amounts that would be required to be allocated to such Member or Shareholder for Fiscal Year if neither Section 10.6 nor Section 10.7 were a part of this agreement.
- (d) If such Adjusted Capital Account Deficit is being determined as of the last day of a Fiscal Year for purposes of Section 10.7 hereof, then such capital account shall be adjusted to reflect the tentative allocation to such Member or Shareholder of all amounts that would be required to be allocated to such Member or Shareholder for such Fiscal Year if neither Section 10.6 nor Section 10.7 were a part of this Agreement.

“Affiliate.” With respect to any Person, (i) in the case of an individual, any relative of such Person, (ii) any officer, director, trustee, partner, member, shareholder, manager, employee or

holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (iv) any officer, director, trustee, partner, member, shareholder, manager, employee or holder of ten percent (10 %) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

“Articles of Organization.” The Articles of Organization of COMPANY NAME, LLC, as filed with the Secretary of State of Georgia, as the same may be amended from time to time.

“Board.” A two-person board of Members with equal voting rights, shall exist.

“Capital Account.” A capital account maintained in accordance with the rules contained in Section 1.704-1(b)(2)(iv) of the Regulations, as amended from time to time.

“Capital Contribution.” Any contribution to the capital of the Company in cash or property by a member or shareholder whenever made.

“Code.” The Internal Revenue Code of 1986, as amended from time to time.

“Company.” COMPANY NAME, LLC, a Georgia limited liability company.

“Company Liability.” Any enforceable debt or obligation for which the Company is liable or which is secured by any property owned by the Company.

“Distributable Cash.” All cash received by the Company from Company operations, plus any cash that becomes available from Reserves, less the sum of the following to the extent paid or set aside by the Company, (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the operation of the Company's business; and (iii) Reserves.

“Economic Interest.” A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and rights to distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members.

“Economic Interest Owner.” The owner of an Economic Interest who is not a Member.

“Entity.” Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Event of Dissociation.” An event defined in Section 14.1.

“First Refusal Notice.” A written notice delivered by a Selling Member to Optionee-Members informing them of first refusal rights pursuant to Section 12.2(b) hereof.

“Fiscal Year.” The Company's fiscal year, which shall be the calendar year.

“Georgia Act.” The Georgia Limited Liability Company Act at O.C.G.A. § 14-11-100, et seq.

“Initial Capital Contribution.” The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

“Interest.” Any interest in the Company, including a Membership Interest, an Economic Interest, any right to vote or participate in the business of the Company, or any other interest in the Company.

“Majority Interest.” Ownership Percentages of Members which, taken together, constitute a majority of all Ownership Percentages.

“Majority Vote.” Vote or written consent of Persons holding a majority of the Ownership Percentages held by all such Persons entitled to vote on or consent to the issue in question. References herein to "Majority Vote" that are immediately preceded by a reference to a percentage in excess of fifty percent (50%) (e.g., seventy five percent (75%) Majority Vote) shall mean that number of Membership Shares of Members which, taken together, equal or exceed such greater percentage of the aggregate of all then issued and outstanding Membership Shares.

“Member.” Each Person who executes this Operating Agreement or a counterpart thereof as a Member and each of the Persons who may hereafter become Members as provided in this Operating Agreement. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Interest.

“Membership Interest.” The Membership Shares owned by a Member.

“Membership Unit.” One of up to 10,000,000 Shares of Membership which shall include an Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Georgia Act the number of Membership Shares owned by each Member is as reflected on Exhibit A attached hereto and hereby made a part hereof.

“Net Profits” and “Net Losses.” The Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss); provided, such Net Profits and Net Losses will be computed as if items of tax-exempt income and nondeductible, non-capital expenditures (under Code Section 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss. If any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company property is revalued pursuant to Section 1.704-1(b)(2)(iv)(f) of the Regulations or as otherwise required by the Regulations, Net Profits and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation. Credits or debits to Capital Accounts due to a revaluation of Company assets in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations, or due to a distribution of non-cash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of Article X hereof.

“Offer.” A bona fide offer made by a Person who is not an Eligible Transferee to purchase all, or any portion of, the Membership Shares of a Member.

"Offsettable Decrease." Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under Section 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under Sections 704(e)(2) or 706 of the Code or under Section 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected.

"Officer." One or more individuals appointed by the Members to whom the Members delegate specified responsibilities. The Members may, but shall not be required to, create such offices as they deem appropriate, including, but not limited to, Chief Executive Officer, President, Chief Operating Officer, Executive Vice President, Senior Vice Presidents, Vice Presidents, Secretary and Treasurer. The Officers shall have such duties as are assigned to them by the Members from time to time. All Officers shall serve at the pleasure of the Members and the Members may remove any Officer from office without cause and any Officer may resign at any time.

"Operating Agreement." This Operating Agreement as originally executed and as amended from time to time.

"Option Shares." Membership Shares, which a person who is not an Eligible Transferee offers to purchase.

"Optionee-Members." Members to whom a right of first refusal to purchase a Selling member's Membership Shares is granted under Section 12.2(b) hereof.

"Ownership Percentage." For each Member or Shareholder, the percentage determined at any given time by dividing the number of shares owned by such Member or Shareholder as of such time by the total shares as of such time. The Ownership Percentages of the Members are set forth on Exhibit "A". For purposes of the provisions hereof relating to actions taken or approval by Members, including voting, written consents or other approval, only Ownership Percentages held by Member shall be taken into account.

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Plan." On or before December 1st of every year, the Board shall establish a budget plan for the next fiscal year. The budget shall be detailed and shall include a balance sheet, an income statement and a cash flow statement by month. In addition to the budget, the Plan shall include a detailed marketing plan, which shall include product mix, sales projections, forecasts, and future direction for the Company. The Plan shall be adopted by the Board prior to commencement of the next fiscal year. In the event the Plan is not adopted in any year, the prior year's budget shall be used until a new Plan is proposed and adopted.

"Reserves." Funds set aside and amounts allocated to reserves in amounts determined by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Shareholder." Each person who owns a share but is not a Member.

"Transferring Member." A Member or Economic Interest Owner, who wishes to sell, assign, pledge, hypothecate or otherwise transfer for consideration or gratuitously all of any portion of his/her/its Membership Interest or Economic Interest.

“Treasury Regulation” or “Regulations.” The federal 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).

“Withdrawing Member.” As defined in Section 14.1.

ARTICLE II. FORMATION OF COMPANY

2.1 Formation. On February 25, 2004, Articles of Organization of COMPANY NAME, LLC were filed with the Secretary of State of Georgia in accordance with the provisions of the Georgia Act and the Georgia Business Corporation Code at O.C.G.A. Sections 14-2-101, *et seq.*

2.2 Name. The name of the company is COMPANY NAME, LLC.

2.3 Principal Place of Business. The principal place of business of the Company within the State of Georgia is 445 Spring Ridge Drive, Roswell, GA 30076. The Company may locate its place of business and registered office at any other place or places, as the Members may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's initial registered office shall be 445 Main Street, Roswell, GA 30076. The initial registered agent is Howard Smith. The registered office and registered agent may be changed from time to time pursuant to the Georgia Act and the applicable rules promulgated hereunder.

2.5 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue until the Company is dissolved and its affairs wound up in accordance with the provisions of this Operating Agreement or the Georgia Act.

ARTICLE III. BUSINESS OF COMPANY

3.1 Permitted Business.

(a) The Company may engage in any lawful business permitted under the Georgia Act or the laws of any jurisdiction in which the Company may do business, (“Permitted Business”). The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as provided in this Article III.

(b) Nothing herein contained shall be deemed in any way or manner to prohibit, limit, or restrict the right or freedom of any Member separately and as a separate entity apart from the Company to conduct any business or activity whatsoever.

ARTICLE IV. NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are set out on Exhibit “A” attached hereto and incorporated herein.

ARTICLE V. BOARD and MANAGEMENT

5.1 **Board Composition.**

(a) The Board shall initially consist of two persons, who shall be elected by the Members (the “Directors”). The Directors shall initially be Howard J. Smith and Robert B. Jones.

(b) The Members may elect to increase the size of the Board and fill any vacancies created by such increase.

5.2 **Removal; Vacancies.**

(a) Any Director can be removed by a majority vote of the shares of the Company. Any vacancy can be filled by a majority vote of the shares of the Company.

(a) Any Director may resign at any time effective upon at least thirty (30) days’ notice to the LLC.

5.3 Board; General. The Directors may adopt such procedures as they may deem appropriate to make decisions regarding investment of the LLC’s capital, budget of the LLC, the election of board seats of all portfolio companies in which the LLC invests, financings, dispositions of the LLC’s assets and other LLC business. The Managers will meet with the Board at the Board’s request, at mutually convenient times, to discuss such matters pertaining to the LLC as the Board may request. Any Director or Manager may participate in a meeting of the Board by telephone. All actions taken by the Board shall be taken by majority vote at a meeting of the Board or by written consent of all Directors at that time. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if one or more written consents to such action shall be signed by all of the Directors. Persons other than the Managers and Directors may attend meetings of the Board from time to time in the discretion of the Board on such terms as the Board may require.

5.4 Limitation of Liability of Board. Except as otherwise provided, no Director of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Director. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Director shall have any fiduciary or other duty to another Member with respect to the business and affairs of the LLC, and no Director shall be liable to the LLC or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Director shall be personally liable to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (i) a breach of the duty of loyalty to the LLC or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director derived an improper personal benefit. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Directors responsible for any liability of the LLC.

5.5 Managers Subject to the direction of the Board (as provided herein), the day to day operations of the LLC shall be managed by or under the direction of one or more managers (the “Managers”) who may

exercise all the powers of the LLC, except as otherwise provided by law or this Agreement. The initial Managers shall be Howard Smith and Robert B. Jones who shall be the sole Managers of the LLC.

(a) Without limiting the foregoing, the Managers shall have the right and authority:

(i) to manage the business and affairs of the LLC and for this purpose to employ, retain or appoint any employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as he deems necessary or desirable and to delegate to such persons such of its duties and responsibilities as he shall determine;

(ii) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the LLC;

(iii) to perform or cause to be performed all of the LLC's obligations in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness; and

(iv) to make elections and prepare and file returns regarding any federal, state or local tax obligations of the LLC, and to designate a Member to serve as the Tax Matters Partner of the LLC for purposes of Section 6231(a)(7) of the Code with power to manage and represent the LLC in any administrative proceeding of the Internal Revenue Service.

5.6 Qualification; Investments. The Managers must be Members and shall hold office until their death, resignation or removal.

5.7 Reliance by Third Parties. Any person dealing with the LLC, the Managers or any Member may rely upon a certificate signed by any Manager as to (i) the identity of any Manager or Member; (ii) any factual matters relevant to the affairs of the LLC; (iii) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (iv) any action taken or omitted by the LLC, the Managers or any Member.

5.8 Resignation and Removal.

(a) Any Manager may resign upon at least sixty (30) days' notice to the Board and the Managers (unless, in either case, notice is waived by them). The Board may remove any Manager at any time with or without cause upon five (5) days' prior written notice to such Manager. The Board may fill any vacancy left by the resignation or removal of any Manager.

(b) In the event of the voluntary or involuntary termination of any Manager of the LLC, the terminated Manager shall maintain his Membership Interest

5.9 Compensation. The Managers shall not receive compensation for their services. The Managers shall be entitled to reimbursement for out-of-pocket expenses incurred in managing and conducting the business and affairs of the LLC subject to proper reporting provided by the Managers to the Board.

5.10 Limitation of Liability of Managers. No Manager shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as a Manager of the LLC. No Manager shall be personally liable to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (i) a breach of the duty of loyalty to the LLC or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Manager derived an improper personal benefit.

5.11 Actions Requiring Prior Approval of the Board. Notwithstanding anything to the contrary in this Agreement, the Managers shall not take any of the following actions directly or indirectly without the prior approval of the Board:

- (a) make any additional capital calls;
- (b) make or agree to make any Investments;
- (c) enter into any arrangement for the borrowing of money or materially amending the terms and conditions of any financing;
- (d) enter into or effectuate a sale, merger, consolidation, liquidation, or dissolution of the LLC;
- (e) sell, transfer or otherwise dispose of any Investment or all or substantially all of the assets of the LLC;
- (f) elect or appoint any officer of the LLC deemed to be serving as the chief executive officer of the LLC;
- (g) make any change in the compensation payable or to become payable to any Managers of the LLC;
- (h) incur any expenditures that are in the aggregate materially in excess of the aggregate expenditure amounts set forth in the budgets prepared by the Managers and approved by the Board or otherwise materially modify such budgets;
- (i) elect any person as an officer of or to the board of directors of a company in which the LLC invests;
- (j) enter into any agreement or arrangement with any Manager or Member or family member or affiliate of any Manager or Member; or
- (k) dissolve the LLC pursuant to Section 14.1.

ARTICLE VI. RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitations on Liability. Each Member's, liability shall be limited as set forth in the Georgia Act.

6.2 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company with the exception of any banking lines and or leases that require personal guarantees accompanying the approval of 100% of the vote from Members.

6.3 List of Members. Upon written request of any Member, the Company shall provide a list showing the names, addresses and Membership Interest and Economic Interest of all Members and the other information required by the Georgia Act and maintained pursuant to Section 11.2.

6.4 Approvals of Members. The Members shall have the right, by the 60% Voting Rights of the Members, (i) to approve the sale, exchange or other disposition of all, or substantially all, of the

Company's assets which is to occur as part of a single transaction or plan within the meaning of Section 14-11-308(b)(3) of the Georgia Act, or (ii) the merger of the Company within the meaning of Section 14-11-308(b)(2) of the Georgia Act. Except as otherwise provided in this Operating Agreement, the other actions identified in Section 14-11-3508(b) of the Georgia Act may be taken by the Members without any further consent or approval of the Members. Members may issue stock with 60% voting approval for stock offerings and will not give voting rights to any manager without 60% approval of members.

ARTICLE VII. MEETINGS OF MEMBERS

7.1 Meetings. Meetings of the Members, for any purpose or purposes, may only be called by a Member or Members holding at least 25% of the Ownership Percentages. Meetings of the Board, for any purpose or purposes, may be called by any Board Member.

7.2 Place of Meetings. The Persons calling any Members meeting or Board meeting may designate any place, either within or outside the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal executive office of the Company in the State of Georgia.

7.3 Notice of Meetings. Written notice stating the place, day and hour of the meeting with respect to Members or the Board and the purpose or purposes for which the meeting is called shall be delivered not less than seven (7) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Member or Members calling the meeting, to each Member, as the case may be, entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member or Board person at its address as it appears on the books of the Company, with postage thereon prepaid. Notice provided in accordance with this Section shall be effective notwithstanding anything in Section 14-11-311 of the Georgia Act to the contrary.

7.4 Meeting of all Members. If all of the Members or Board persons shall meet at any time and place, either within or outside of the State of Georgia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.

7.5 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is made, as the case may be, shall be the record date for such determination of Members unless the Members shall otherwise specify another record date. When a determination of Members entitled to vote at any meeting of Member has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.6 Quorum. Members or Board persons, as the case may be, holding a Majority Interest represented in person or by proxy, shall constitute a quorum at any meeting of Members or Board. In the absence of a quorum at any such meeting, a majority of the Ownership Percentages so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member or Board Person of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding

the withdrawal during such meeting of that number of Ownership Percentages whose absence would cause less than a quorum to be present.

7.7 Manner of Acting. The affirmative majority vote of Members shall be the act of the Members. Section 14-11-307 of the Georgia Act (relating to conflicting interest transactions) shall not apply in the case of the Company, and Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Ownership Percentage, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.8 Proxies. A Member or Board Person may vote in person or by proxy executed in writing by the Member or Board Person or by a duly authorized attorney-in-fact. Such written proxy shall be delivered to the Company.

7.9 Action by Members Without a Meeting. Action required or permitted to be taken by the Members or Board at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members or Board Persons entitled to vote and having the requisite Ownership Percentage required to approve such action. Action taken under this Section is effective when the Members or Board Persons required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first member signs a written consent.

7.10 Waiver of Notice. In lieu of any procedures contained in Section 14-11-312 of the Georgia Act, when any notice is required to be given to any Member or Board Person, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

7.11 Meeting by Telephone. In lieu of any procedures contained in Section 14-11-310(b)(3) of the Georgia Act, Members or Board Persons may also meet by conference telephone call if all Members or Board Persons can hear one another on such call and the requisite notice is given or waived.

ARTICLE V111. CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member shall contribute the amount set forth next to such Member's name on *Exhibit "A"* hereto as the Member's Initial Capital Contribution.

8.2 Purpose. Additional Capital Contributions shall be made only if funds in excess of those available from operation of the Permitted Business or from the capital of, or borrowing by, the Company are required to meet the costs of any Operating Deficit for which an Additional Capital Contribution has been Approved by the Members by a (100%) Majority Vote.

8.3 Advances. By unanimous agreement, the Members can make Advances to the Company in lieu of additional Capital Contributions. Advances made by the Members shall not result in any adjustments in the respective Capital Accounts or Membership Interests of the Members and shall be repayable upon such terms as the Members shall approve.

8.4 Sale or Dissolution -In the event of a sale, dissolution, or merger, funds received in excess of Members Capital Accounts, after all debts are satisfied, will be distributed to Members and Shareholders as a percentage of the total shares owned.

8.5 Failure to Contribute. In the event that any Member fails or refuses to make an Additional Capital Contribution (or, if all Members agree, an Advance in lieu thereof) within the time specified, such Member shall be a Defaulting Member, and the Non-defaulting Members shall have the right, but not the obligation, to (i) make an Advance to the Company in the amount of the Additional Capital Contribution not made as described above, which Advance shall bear interest from the date of funding until repayment thereof at the rate of ten percent (10%) per annum and shall be repaid, principal and accrued interest, from either (a) Net Cash Flow (and to the extent such Advance is repaid from Net Cash Flow, such shall be repaid prior to any distribution of cash to the Defaulting Member but following the payment of the preferential payment to the Non-defaulting Venturer), (b) extraordinary receipts (and to the extent such Advance is repaid from extraordinary receipts, such shall be repaid as a liability of the Member, and the Members shall be deemed to have Approved such repayment), or (c) a combination of Net Cash Flow and extraordinary receipts, to the extent of the earlier availability thereof; or (ii) a further Additional Capital Contribution, which further Additional Capital Contribution shall (1) increase the Membership Interest of the Non-defaulting Members proportionately and (2) decrease the Membership Interest of the Defaulting Member by a like amount.

8.6 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and Shareholder. Capital Accounts shall be increased by (1) the amount of any money actually contributed by the Member or Shareholder to the capital of the Company and (2) the Member and Shareholder's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member or Shareholder to reflect the difference between the book value and tax basis of assets contributed by the Member or Shareholder). Each Member and Shareholder's Capital Account shall be decreased by (1) the amount of any money distributed to the Member or Shareholder by the Company, (2) the fair market value of any property distributed to the Member or Shareholder (net of liabilities of the Company assumed by the Member or Shareholder or subject to which the Member or Shareholder takes such Property within the meaning of Section 752 of the Code), and (3) the Member and Shareholder's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member or Shareholder to reflect the difference between the book value and tax basis of assets contributed by the Member or Shareholder).

8.7 Distribution of Assets. If the Company at any time distributes any of its assets-in-kind to any Member or Shareholder, the Capital Account of each Member or Shareholder shall be adjusted to account for that Member or Shareholder's allocable share (as determined under Article X below) of the Net Profits or Net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

8.8 Compliance with Section 704(b) of the Code. The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article X to have substantial economic effect under the Regulations promulgated under Section 704(b) of the code, in light of the distributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member or Shareholder to make a Capital Contribution in excess of the Initial Capital Contribution.

8.9 Formation of COMPANY NAME, LLC. COMPANY NAME, LLC will be a Georgia Limited Liability Company.
The initial assets of COMPANY NAME, LLC will be \$\$\$\$\$.00.

8.10 Additional Financing. In the event additional working capital needs, if any, in excess of the aforementioned \$\$\$\$\$,000.00 is required, all Members agree to make cash investments equal to their Ownership Percentage for the benefit of COMPANY NAME, LLC.

8.11 Limits of Liability. COMPANY NAME, LLC and its Members shall assume no debts or liabilities above and beyond those directly attached to the assets of COMPANY NAME, LLC. Specifically, neither COMPANY NAME, LLC nor any of its Members shall be responsible for any debts or liabilities of any companies, businesses, corporations, organizations, etc. in which any of the Members hold any ownership interest.

ARTICLE IX. DISTRIBUTIONS TO MEMBERS

9.1 Distribution. All distributions shall be made to the Members, Shareholders and Economic Interest Owners in the proportion to their respective Ownership Percentages at the time of the distribution; provided, that following the dissolution of the Company as provided in Section 14.1 hereof, distributions shall be made in accordance with Section 14.3 hereof.

9.2 Limitation Upon Distribution. No distribution shall be made to Members or Shareholders if prohibited by Section 14-11-407 of the Georgia Act.

9.3 Interest on and Return of Capital Contribution. No Member or Shareholder shall be entitled to interest on such Member or Shareholder's Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

9.4 Priority and Return of Capital. No Member or Shareholder or Economic Interest Owner shall have priority over any other Member or Shareholder or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions. This Section shall not apply to loans (as distinguished from Capital Contributions), which a Member or Shareholder has made to the Company.

ARTICLE X. ALLOCATIONS OF NET PROFITS AND NET LOSSES

10.1 Allocations of Net Profit. The Company's Net Profit for each Fiscal Year shall be allocated to the Members and Shareholders in the following manner and in the following order of priority:

(a) To the Members and Shareholders in proportion to, and to the extent of, the amount by which zero exceeds the balances standing in their respective Capital Accounts as of the last day of such Fiscal Year, then

(b) Any Net Profits in excess of the sum of the amounts allocated to the Members and Shareholders under Subsection 10.1(a) shall be allocated to the Members and Shareholders in proportion to their respective Shares in the Company.

10.2 Allocation of Net Loss. The Company's Net Loss for each Fiscal Year shall be allocated to the Members and Shareholders in proportion to their respective Shares in the Company.

10.3 Limitation on Net Loss Allocation. Notwithstanding the provisions of Section 10.2, if the amount of Net Loss for any Fiscal Year that would otherwise be allocated to a Member or Shareholder under Section 10.2 would cause or increase an Adjusted Capital Account Deficit of such Member or Shareholder as of the last day of such Fiscal Year, then an amount of such Net Loss equal to such excess shall be allocated to the other Members and Shareholders to the extent allowable under this Section 10.3, and the remainder of such Net Loss, if any, shall be allocated to that Member or Shareholder.

10.4 Member/Shareholder Nonrecourse Deductions. Notwithstanding any provision hereof to the contrary, any item of Company loss, deduction, or expenditure described in Section 705(a)(2)(B) of the Code for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Members or Shareholders under Section 1.704-2(f) or 1.704-2(i)(4) of the Regulations shall be allocated to the Members and Shareholders for such Fiscal Year in the manner so required by such Regulations.

10.5 Minimum Gain Chargeback. Notwithstanding any provision hereof to the contrary, any item of Company income or gain for any Fiscal Year (or any portion of any such item) that is required to be allocated to the Members or Shareholders under Section 1.704-2(f) or 1.704-2(i)(4) of the Regulations shall be allocated to the Members and Shareholders for such Fiscal Year in the manner so required by such Regulations.

10.6 Qualified Income Offset. In the event any Member or Shareholder, in such capacity, unexpectedly receives an Offsettable Decrease, such Member or Shareholder will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible.

10.7 Gross Income Offset. Notwithstanding any provision hereof to the contrary, if a Member or Shareholder has an Adjusted Capital Account Deficit as of the last day of any Fiscal Year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income and gain) for such Fiscal Year shall be allocated to such Member or Shareholder in the amount and in the manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible.

10.8 Section 704(c) Allocation. Any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member to the capital of the Company, that is deemed to have been contributed to the capital of the Company under Section 708 of the Code and the Regulations promulgated hereunder, or that has been revalued in accordance with Section 1.704-1(b)(2)(iv)(f) of the Regulations and which is required to be allocated to the Members for income tax purposes under Section 704(c) of the Code or Section 1.704-1(b)(2)(iv)(f) of the Regulations so as to take into account the variation between the tax basis of such property and its agreed upon fair market value at the time of its contribution or revaluation, as the case may be, shall be allocated to the Members solely for income tax purposes in the manner so required.

10.9 Distributions Allocated to Non-recourse Liabilities. For purposes of Section 10.7 hereof, the determination of whether any distribution by the Company pursuant to Article X hereof is allocable to the proceeds of a non-recourse liability of the Company shall be made by the Members under any reasonable method in accordance with Section 1.704-2(h)(2) of the Regulations which, to the extent possible, will prevent any such distribution from ultimately causing an allocation to one or more Members or Shareholders under Section 10.7 hereof that will result in a distortion of the manner in which the Members or Shareholders intend to divide Company distributions under Articles X and XIV hereof.

10.10 Curative Allocations. The allocations set forth in Sections 10.4, 10.5, 10.6 and 10.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Members and Shareholders do hereby acknowledge and agree that the

Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Members shall divide other allocations of Net Profit and Net Loss (or portions thereof) among the Members and Shareholders in any reasonable manner so as to prevent the Regulatory Allocations from distorting the manner in which the Company distributions would otherwise be divided among the Members and Shareholders pursuant to Article X hereof. In general, the Members anticipate that this will be accomplished by specially allocating other items of Net Profit and Net Loss (or portions thereof) among the Members and Shareholders so that, after such offsetting special allocations are made, the amount of each Member and Shareholder's capital account will be, to the extent possible, equal to the Capital Account balance such Member or Shareholder would have had if the Regulatory Allocations were not a part of this Agreement and all Company items had been allocated to the Members and Shareholders solely pursuant to Sections 10.1, 10.2 and 10.3 hereof.

10.11 Elections. Any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company shall be made by the "Tax Matters Partner" in accordance with Section 15.12.

10.12 Taxes of Taxing Jurisdiction. To the extent that the laws of any Taxing Jurisdiction require, each Member and Shareholder will submit an agreement indicating that the Member or Shareholder will make income tax payments; to the Taxing Jurisdiction and that the Member or Shareholder accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member and Shareholder's income, and any interest and penalties assessed on such income. If the Member or Shareholder fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member or Shareholder shall be treated as a distribution for purposes of Article IX. The Tax Matters Partner may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members or Shareholders on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members or Shareholders of the amount of such tax interest and penalties so paid.

ARTICLE XI. BOOKS AND RECORDS

11.1 Accounting Period. The Company's accounting period shall be the Fiscal Year.

11.2 Records and Reports. At the expense of the Company, the Company shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

- (a) A current list of the full name and last known address of each Member, Economic Interest Owner;
- (b) Copies of records to enable a Member to determine the relative voting rights, if any, of the Members;
- (c) A copy of the Articles of Organization of the Company and all amendments thereto;
- (d) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (e) Copies of this Operating Agreement, together with any amendments thereto;

- (f) Copies of any financial statements of Company for the three most recent years.

The books and records shall at all times be maintained at the principal office of the. Company and shall be opened to the reasonable inspection and examination of the Members, Economic Interest Owners, or their duly authorized representatives during reasonable business hours.

11.3 Tax Returns. The Company shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information there from, shall be furnished to the members within a reasonable time after the end of the Company's fiscal year.

ARTICLE XII. TRANSFERABILITY

12.1 General Restrictions on Transfer. No Member may assign, transfer, pledge or grant a security interest in all or any part of its interest in the LLC without the prior written consent of the Board.

12.2 Permitted Transfers. Notwithstanding the provisions of Article XII, a Member may transfer all or a portion of such Member's Membership Interests, without the prior written consent of the Board, to any persons, who

- (a) With respect to a Member that is a natural person, during the lifetime of such Member, a trust or other entity established for the primary benefit of that Member, or such Member's immediate family, and controlled by such Member.

12.3 Effect of Transfer. If the transferee is admitted as a Member or is already a Member, the Member transferring its interest shall be relieved of liability with respect to the transferred interest arising or accruing under this Agreement on or after the effective date of the transfer, unless the transferor affirmatively assumes such liability; provided, however, that the transferor shall not be relieved of any liability for prior distributions unless the transferee affirmatively assumes such liabilities.

- (a) Any person who acquires in any manner an interest or any part thereof in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted as a Member, shall be deemed by the acquisition of such interests to have agreed to be subject to and bound by all of the provisions of this Agreement with respect to such interest, including without limitation, the provisions hereof with respect to any subsequent transfer of such interest.

- (b) The LLC, its Managers and Members shall be entitled to treat the record owner of an interest in the LLC as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board and recorded on the books of the LLC. The Board may refuse to accept and record an assignment until the end of the next successive quarterly accounting period of the LLC.

- (c) Any transfer in violation of any provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC and shall not be binding upon or be recognized by the LLC, and any such transferee shall not be treated as or deemed to be a Member for any purpose. In the event that any Member shall at any time transfer its interest in violation of any of the provisions of this Agreement, the LLC and the other Members, in addition to all rights and remedies at law and equity, shall

have and be entitled to an order restraining or enjoining such transaction, it being expressly acknowledged and agreed that damages at law would be an inadequate remedy for a transfer in violation of this Agreement.

ARTICLE XIII. ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to the Members by their unanimous vote thereof may become a Member of this Company either by the issuance of the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Company may, at the option of a majority of the Members, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XIV. DISSOLUTION AND TERMINATION

14.1 Dissolution

- (a) The Company shall be dissolved upon the occurrence of any of the following, events:
- i) by the vote or written consent of Members holding at least one hundred (100%) percent of the Ownership Interest; or
 - ii) the sale of all or substantially all of the Company's assets and the collection of all proceeds therefrom; or
 - iii) the ninetieth (90th) day following the occurrence of an event specified in Section 14-11-601(a)(5) [relating to various voluntary insolvency and bankruptcy proceedings or dissolution], or Section 14-11-601(a)(7) [relating to death or incompetency of a member] of the Georgia Act (collectively an "Event of Dissociation"), unless within such 90-day period the Company is continued by the consent of Members holding at least sixty (60%) percent of the Ownership Percentages other than the Member as to whom the Event of Dissociation occurred. The occurrence of an event specified in Section 14-11-601(a)(1) (relating to voluntary withdrawal of a Member), Section 14-11-601(a)(2) [relating to cessation of members status in certain circumstances), Section 14-11-601(a)(3) [relating to removal of a member] or Section 14-11-601(a)(4) [relating to redemption of a member's interest] of the Georgia Act will not cause the Company to be dissolved.
- (b) If the Company is continued after the occurrence of an Event of Dissociation pursuant to this Section, any successor in interest of the Member as to whom the Event of Dissociation occurred shall become an Economic Interest Owner but shall not be admitted as a Member except in accordance with Article XII hereof.

(c) A Member shall not voluntarily withdraw from the Company or take any other voluntary action which causes an Event of Dissociation.

(d) Unless otherwise approved by Members holding at least one hundred (100%) percent of the Ownership Percentages held by other Members, a Member who suffers or incurs an Event of Dissociation or whose status as a Member is otherwise terminated (a "Withdrawing Member"), regardless of whether such termination was the result of a voluntary act by such Withdrawing Member, shall not be entitled to receive the fair market value of his Membership Interest, and such Withdrawing Member shall become an Economic Interest Owner.

(e) Damages for breach of Section 14.1(c) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Withdrawing Member would otherwise be entitled.

14.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by the Georgia Act. Upon dissolution, the Members shall file a statement of commencement of winding up the publishing the notice permitted by the Georgia Act.

14.3 Winding-Up, Liquidation and Distribution of Assets.

a) Upon dissolution, an accounting shall be made by the Company's accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the, last previous accounting until the date of dissolution. The Member(s) shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Member(s) shall:

- i) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the liquidators may determine to distribute any assets to the Members or Shareholders in kind);
- ii) Allocate any profit or loss resulting from such sales to the Members, Shareholders and Economic Interest Owners in accordance with Article X hereof;
- iii) Discharge all liabilities of the Company, including liabilities to Members, Shareholders and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members, Shareholders and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent or liabilities of the Company;
- iv) Distribute the remaining assets to the Members and Shareholders, either in cash or in kind, in accordance with the positive balance (if any) in each Member and Shareholder's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's fiscal Year during which the liquidation occurs), with any balance in excess thereof being distributed in proportion to the Member's and Shareholder's respective Ownership Percentages. Any such distributions in respect to Capital Accounts shall, to the extent practicable, be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations; and

- v) If any assets of the Company are to be distributed in kind, the net fair market value of such assets shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as to the date of dissolution for their fair market value, and the Capital Accounts of the Members, Shareholders and Economic Interest Owners shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member or Shareholder has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs, such Member or Shareholder shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Capital Account.

(d) Upon completion of the winding-up, liquidation and distribution of the assets, the Company shall be deemed terminated.

14.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members and Shareholders, a certificate evidencing such termination may be executed and filed with the Secretary of State of Georgia in accordance with the Georgia Act.

14.5 Return of Contribution Non-recourse. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member and Shareholder shall look solely to the assets of the Company for the return of the Member and Shareholder's Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Account of one or more Members or Shareholders, including, without limitation, all or any part of that Capital Account attributable to Capital contributions, then such Members or Shareholders shall have no recourse against any other Member or Shareholder.

14.6 Buyout Provision. Following an Event of Dissociation, the Company shall have the right and option, exercisable for a period of sixty (60) days after the Event of Dissociation to purchase and redeem the Member Interest of the Withdrawing Member, and the Withdrawing Member, or the Withdrawing Member's representative or successor, shall be obligated to sell such Withdrawing Member's Interest to the Company.

14.7 Purchase Price. The purchase price shall be an amount equal to the fair market value of the Withdrawing Member's Interest determined by an appraisal made in accordance with Section 14.8.

14.8 Appraisal. Within twenty (20) days after the Event of Dissociation, (i) the Other Members, collectively, as a group and (ii) the Withdrawing Member shall appoint an appraiser acceptable to both parties. The decision of the appraiser so chosen shall be announced within a period of twenty (20) days after his or her appointment (or as soon thereafter as possible). Each party shall share equally in the fees and expenses of the appraiser, all other expenses, if any, shall be borne equally by the parties. Any appraiser designated pursuant to this Agreement shall be disinterested and shall be qualified to appraise assets of the type owned by the Company and businesses similar in nature to the Company; and shall be actively engaged in the appraisal of assets of the type owned by the Company and business similar in nature to the Company in the area in which the Company shall be located for a period of not fewer than five (5) years immediately preceding his or her appointment.

14.9 Closing Date. The closing date for any purchase pursuant to this Section 14.9 shall be thirty (30) days after the receipt by the Company of the appraisal pursuant to subparagraph (b) above.

14.10 Payment. The purchase price determined in Section 14.7 shall be paid by the Other Members in full by each of the Other Members issuing to the Selling Member at the closing a promissory note, the principal amount of which shall be a pro rata portion of such purchase price; such pro rata portion shall be based on the percentage of the Membership Interest owned by the Other Members (excluding the percentage Interest of the Withdrawing Member). The principal of each said note shall, at the option of the Withdrawing Member, be payable in five (5) equal annual installments, the first installment being due one (1) year after the closing date referred to in Section 14.9 hereof, and each subsequent installments being due on the anniversary of such date, or by payment of twenty-five percent (25 %) of the purchase price within sixty (60) days of the closing date, thereafter followed by four (4) equal annual installments, each being due on the anniversary date of such date. In lieu of the payment method selected by the Withdrawing Member pursuant to the immediately preceding sentence, each of the Other Members shall have the option to pay his, her or its pro rata portion of the purchase price to the Selling Member within thirty (30) days after the closing date. Unpaid installments of principal shall bear interest at the lowest applicable Federal rate, as of the closing date, permitted pursuant to Section 1274 of the Code and the Regulations from time to time promulgated thereunder. Said notes shall permit the Other Members to pay, at any time, from time to time and without penalty, all or any part of the principal balance from time to time remaining unpaid. Said promissory notes shall provide for acceleration of the unpaid balance thereof, at the option of the holder, upon default in the payment of any installment.

14.11 Security. The Other Members shall, as security for payment, pledge the Membership Interest being purchased by them to the Withdrawing Member. Said pledged Membership Interest shall have voting rights only if, and so long as, a default in the payment of any installment of interest or principal shall exist.

ARTICLE XV. MISCELLANEOUS PROVISIONS

15.1 Application of Georgia Law. This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the Georgia Act.

15.2 No Action for Partition. No Member has any right to maintain any action for partition with respect to the property of the Company.

15.3 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.4 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

15.5 Headings. The headings in this Operating 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 Operating Agreement or any provision hereof.

15.6 Waiver. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Operating 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. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 Exhibits. All exhibits referred to in this Operating Agreement and attached hereto are incorporated herein by this reference.

15.9 Heirs, Successors and Assigns. Each and all of the covenants, terms provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.10 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or by any Person not a party hereto.

15.11 Counterparts. This Operating 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.

15.12 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Operating Agreement (“Notices”) shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (i) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier) or (ii) on the third (3rd) business day (which term means a day when the United States Postal Service, or its legal successor (“Postal Service”) is making regular deliveries of mail on all of its regularly appointed week-day rounds in Atlanta, Georgia) following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service, and addressed to the other party at such party's respective address as set forth on *Exhibit “A”*, or at such other address as the other party may hereafter designate by Notice.

15.13 Certification of Non-Foreign Status. In order to comply with § 1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Member and Shareholder shall provide to the Company an affidavit stating, under penalties of perjury, (i) the Member and Shareholder's address, (ii) United States taxpayer identification number, and (iii) that the Member or Shareholder is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Member or Shareholder to provide such affidavit by the date of such disposition shall authorize the Members to withhold ten percent (10 %) of each such Member or Shareholder's distributive share of the amount realized by the Company on the disposition.

15.14 Amendments. Any amendment to this Operating Agreement shall be made in writing and signed by 100% of the Members.

15.15 Invalidity. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions hereof, and the Operating Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Georgia Act, the provisions of this Operating Agreement shall control to the fullest extent permitted by applicable law. Any provision found to be invalid or unenforceable shall not affect or invalidate the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such conflicting provision were omitted.

15.16 Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Operating Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall be for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determined that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.17 Determination of Matters Not Provided For In This Operating Agreement. The Members shall decide any and all questions arising with respect to the Company and this Operating Agreement which are not specifically or expressly provided for in this Operating Agreement.

15.18 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company this Operating Agreement.

15.19 No Partnership Intended for Non-Tax Purposes. The Members have formed the Company under the Georgia Act, and expressly disavow any intention to form a partnership under Georgia's Uniform Partnership Act, Georgia's Uniform Limited Partnership Act or the partnership act or laws of any other state. The Members do not intend to be partners one to another or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

15.20 Time. Time is of the essence of this Operating Agreement, and to any payments, allocations, and distributions provided for under this operating agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the _____ day of _____, 2004.

By: _____
Howard J. Smith

By: _____
Marilyn S. Smith

By: _____
Robert B. Jones

By: _____
Margaret F. Jones

By: _____
Stacey L. Missy

By: _____
Allen M. Walter Rev Liv Trst

By: _____
Carol S. Walter Rev Liv Trst

By: _____
Geoffrey L. Walter

By: _____
Judith K. Walter

EXHIBIT "A"

MEMBERS

<u>Name</u>	<u>Shares</u>	<u>Amount</u>	<u>Address</u>
Howard J. Smith	34,667.1	\$34,667.10	445 Main Street Roswell, GA 30076
Marilyn S. Smith	34,667.1	\$34,667.10	445 Main Street Roswell, GA 30076
Robert B. Jones	34,667.1	\$34,667.10	405 Waterside Drive Atlanta, GA 30328
Margaret F. Jones	34,667.1	\$34,667.10	405 Waterside Drive Atlanta, GA 30328
Stacey L. Missy	34,667.8	\$34,665.80	80 Beachmont Avenue Bristol, RI 02809
Allen M. Walter Rev Liv Trst Allen M. Walter, Trustee	17,332.9	\$17,332.90	8607 Bell Tower Road Potomac, MD 20854
Carol S. Walther Rev Liv Trst Carol S. Walter, Trustee	17,332.9	\$17,332.90	8607 Bell Tower Road Potomac, MD 20854
Geoffrey L. Walter & Judith K. Walter	52,000.0	\$52,000.00	6327 Song Lane Clarksville, MD 21029