

OPERATING AGREEMENT

OF

_____, LLC

ANY SECURITIES CREATED BY THIS OPERATING AGREEMENT 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, NOR HAVE THEY BEEN REGISTERED UNDER THE SECURITIES OR 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 as of the Effective Date (as defined on the signature page) by and among the parties who have executed counterparts of this Operating Agreement as indicated on the signature pages attached hereto and each person who executes this Agreement or a counterpart thereof as a “Member” and is listed on **Exhibit “A”** (the “Members”).

Article I.

DEFINITIONS

Capitalized terms used herein are defined on **Exhibit “B”**, attached hereto, and incorporated herein.

Article II.

FORMATION OF COMPANY

II.1. Formation. The Company was formed as a Georgia limited liability company by the filing of the Articles of Organization with the Secretary of State of Georgia in accordance with the provisions of the Georgia Act. The Members shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

II.2. Name. The name of the Company is as set forth on the signature page to this Operating Agreement.

II.3. Principal Place of Business. The principal place of business of the Company within the State of Georgia is as set forth on the signature page to this Operating Agreement. The Company may locate its places of business and registered office at any other place or places as the Members may from time to time deem advisable.

II.4. Registered Office and Registered Agent. The Company's initial registered office and initial registered agent are as set forth in the Company's filings with the Secretary of State of Georgia. The registered office and registered agent may be changed from time to time pursuant to the Georgia Act and the applicable rules promulgated thereunder.

II.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**

The purpose of the Company shall be to engage in any lawful act or activity for which a limited liability company may be organized under the Act. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Georgia Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

**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.
RIGHTS AND DUTIES OF MEMBERS**

V.1. Management. The business and affairs of the Company shall be managed by its Members. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Members shall not take any action in connection with managing the business and affairs of the Company unless approved by Majority Vote of the Members. Each action identified in Section 14-11-308(b) of the Georgia Act may be taken if approved by Majority Vote of the Members.

V.2. Powers of the Members. Without limiting the generality of Section V.1, the Members shall have power and authority, on behalf of the Company to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

V.3. Liability for Certain Acts. No Member has guaranteed or shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. Notwithstanding Section 14-11-305(1) of the Georgia Act, no Member shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Member received a personal benefit in violation or breach of the provisions of this Operating Agreement. The Members shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or

other financial data prepared or presented by: (i) any one or more Members, Officers or employees of the Company whom the Member reasonably believes to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the person's professional or expert competence, or (iii) a committee of Members of which he or she is not a member if the Member reasonably believes the committee merits confidence.

V.4. Members Have No Exclusive Duty to Company. No Member shall be required to manage the Company as such Member's sole and exclusive function and any Member may have other business interests and may engage in other activities in addition to those relating to the Company, even if such other business interests or activities are competitive with the business of the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Member or to the income or proceeds derived therefrom. The Member shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

V.5. Bank Accounts. The Members may from time to time open bank accounts in the name of the Company, and designated Members shall be the sole signatories thereon, unless the Members determine otherwise.

V.6. Indemnity of the Members, Officers, Employees and Other Agents. To the fullest extent permitted by Section 14-11-306 of the Georgia Act, the Company shall indemnify each Member and make advances for expenses to each Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Member's status as a Member of the Company, the Member's participation in the management, business and affairs of the Company or such Member's activities on behalf of the Company. To the fullest extent permitted by Section 14-11-306 of the Georgia Act, the Company shall also indemnify its Officers, employees and other agents who are not Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or such Person's activities on behalf of the Company.

V.7. Officers' Compensation. Any salaries and other compensation of the Officers shall be fixed by the Members, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company.

V.8. Voting. On any matter requiring the approval or vote of the Members, each Member shall have right to one vote on any matter.

Article VI.

OTHER MATTERS PERTAINING TO MEMBERS

VI.1. Limitation on Liability. Each Member's liability to creditors of the Company shall be limited as set forth in the Georgia Act.

VI.2. No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company.

VI.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 XI.2.

Article VII. MEETINGS OF MEMBERS

VII.1. Meetings. Meetings of the Members, for any purpose or purposes, shall be semi-annual and as may be periodically called by the Members holding at least 50% of the Ownership Percentages. Any proper business may be transacted at the meetings.

VII.2. Place of Meetings. The Members 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.

VII.3. Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two (2) nor more than forty-five (45) days before the date of the meeting, either personally or by mail, by or at the direction of the Members or person calling the meeting, to each Member entitled to vote at such meeting. Notice provided in accordance with this Section shall be effective notwithstanding anything in Section 14-11-311 of the Georgia Act to the contrary.

VII.4. Meeting of all Members. If all of the Members 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.

VII.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 the distribution is made, as the case may be, shall be the record date for such determination of Members unless the Members shall otherwise agree upon another record date. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

VII.6. Quorum. Members representing a Majority Vote, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a Members representing a Majority Vote 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 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.

VII.7. Manner of Acting. Except as otherwise provided herein, the affirmative vote of Members holding at least the Majority Vote 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.

VII.8. Proxies. A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such written proxy shall be delivered to the Company.

VII.9. Action by Members Without a Meeting. Action required or permitted to be taken by the Members 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 entitled to vote and having the requisite Ownership Percentage required to approve such action. Action taken under this Section is effective when the Members 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.

VII.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, 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.

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

Article VIII. CONTRIBUTIONS TO THE COMPANY AND LOANS

VIII.1. Members' Capital Contributions. Prior to or concurrently with the execution of this Operating Agreement, 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.

VIII.2. No Additional Capital Contributions. A Member shall not be required to make additional Capital Contributions to the Company, without the prior unanimous consent of the Members.

VIII.3. Withdrawal or Reduction of Member's Contribution or Capital.

(a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities of Members

on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Capital Contribution.

Article IX. DISTRIBUTIONS

IX.1. Distributions. All distributions shall be made *first* to the Members and Economic Interest Owners in proportion to their Capital Contribution, until each Member or Economic Interest Owner has fully received their Capital Contribution, and *second* to the Members and Economic Interest Owners in proportion to their respective Ownership Percentages at the time of the distribution; provided, that following the dissolution of the Company as provided in Section XIV.1 hereof, distributions shall be made in accordance with Section XIV.3 hereof.

IX.2. Limitation Upon Distributions. No distribution shall be made to Members if prohibited by Section 14-11-407 of the Georgia Act.

IX.3. Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

IX.4. Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member 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 has made to the Company.

Article X. ALLOCATIONS OF NET PROFITS AND NET LOSSES

X.1. In General. Net Profits and Net Losses shall be allocated for each Fiscal Year to the Members in proportion to their respective Ownership Percentages.

X.2. Alternative Allocations. It is the Members' intention that each Member's distributive share of income, gain, loss, deduction, credit (or item thereof) be determined and allocated consistently with the provisions of the Code, including Sections 704(b) and 704(c) of the Code. If the Members holding a Majority Vote deem it necessary in order to comply with the Code, they may allocate income, gain, loss, deduction or credit (or items thereof) arising in any year differently than as provided for in Section X.1 if, and to the extent, (a) allocating income, gain, loss, deduction or credit (or item thereof) would cause the determinations and allocations of each Member's distributive share of income, gain, loss, deduction or credit (or item thereof) not to be permitted by the Code and any applicable Regulations or (b) such allocation would be inconsistent with a Member's interest in the Company taking into consideration all facts and circumstances. Any allocation made pursuant to this Section X.2 will be a complete substitute for any allocation otherwise provided for in this Agreement, and no further amendment of this Agreement or approval by any Member is necessary to effectuate such allocation. In making any

such allocations under this Section X.2 (“**New Allocations**”) the Member's may act in reliance upon advice of counsel to the Company or the Company’s regular accountants that, in either case, in their respective opinions after examining the relevant provisions of the Code and any current or future proposed or final Regulations, the New Allocations are necessary in order to ensure that, in either the then-current year or in any preceding year, each Member’s distributive share of income, gain, loss, deduction or credit (or items thereof) is determined and allocated in accordance with the Code and such Member’s interest in the Company. New Allocations made by the Members in reliance upon the advice of counsel or accountants as described in this Section will be deemed to be made in the best interests of the Company and all of the Members consistent with the duties of the Members under this Agreement and any such New Allocations will not give rise to any claim or cause of action by any Member against the Company or any other Member.

Article XI. BOOKS AND RECORDS

XI.1. Accounting Period. The Company's accounting period shall be the Fiscal Year.

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

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

XI.3. Tax Returns. The Company shall prepare and timely file 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 therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

Article XII.
TRANSFERABILITY

XII.1. General Prohibition. Except as provided in Section XII.3, no Member or Economic Interest Owner may assign, convey, sell, transfer, liquidate, encumber, or in any way alienate (collectively a “**Transfer**”), all or any part of its Interest without the prior written consent of a Majority Vote of the other Members, which consent may be given or withheld in the sole discretion of each Member. Any attempted Transfer of all or any portion of an Interest without the necessary consent, or as otherwise permitted hereunder, shall be null and void and shall have no effect whatsoever. For purposes of this Section, a Transfer shall include any transaction that results in a change of control of the Member whereby another person obtains the right to direct or cause the direction of the management and policies of the Member, whether through the ownership of voting securities, by contract or otherwise.

XII.2. Conditions of Transfer and Assignment. A transferee of an Interest permitted under XII.1 shall become a Member only if all the requisite Members consent in writing thereto and the following conditions have been satisfied (or waived by all Members):

(a) the transferor, his or her legal representative or authorized agent must have executed a written instrument of transfer of such Interest in form and substance satisfactory to the Members other than the transferor;

(b) the transferee must have executed a written agreement, in form and substance satisfactory to the Members other than the transferor to assume all of the duties and obligations of the transferor under this Operating Agreement with respect to the transferred Interest and to be bound by and subject to all of the terms and conditions of this Operating Agreement;

(c) the transferor, his legal representative or authorized agent, and the transferee must have executed a written agreement, in form and substance satisfactory to the Members other than transferor, to indemnify and hold the Company and the other Members harmless from and against any loss or liability arising out of the transfer;

(d) the transferee must have executed such other documents and instruments as the Members other than the transferor may deem necessary to affect the admission of the transferee as a Member; and

(e) unless waived by the Members other than the transferor, the transferee or the transferor must have paid the expenses incurred by the Company in connection with the admission of the transferee to the Company.

A permitted transferee of an Economic Interest who does not become a Member shall be an Economic Interest Owner only and shall be entitled only to the transferor's Economic Interest to the extent assigned. Such transferee shall not be entitled to vote on any question regarding the Company, and the Ownership Percentage associated with the transferred Economic Interest shall not be outstanding for voting purposes.

XII.3. Successors as to Economic Rights. References in this Operating Agreement to Members shall also be deemed to constitute a reference to Economic Interest Owners where the

provision relates to economic rights and obligations. By way of illustration and not limitation, such provisions would include those regarding Capital Accounts, distributions, allocations, and contributions (specifically including, without limitation, capital calls) and buy-sell provisions. A transferee shall succeed to the transferor's Capital Contributions and Capital Account to the extent related to the Economic Interest transferred, regardless of whether such transferee becomes a Member.

Article XIII.
ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS

Upon the vote or consent of the Majority Vote of the Members, any Person approved by such Members may become a Member in the Company by the issuance by the Company of Membership Interests to such Person for such consideration as such Members shall determine. Any such Interest so issued shall have the relative rights, privileges and preferences as the allocation of taxable income gain or loss distributions, voting power and priority as to existing Members as such Members may authorize and this Operating Agreement shall be appropriately modified and amended to so reflect the admission of such Person as a Member.

Article XIV.
DISSOLUTION AND TERMINATION

XIV.1. Dissolution.

(a) The Company shall be dissolved only upon the vote or written consent of Members holding a Majority Vote or upon the occurrence of an Event of Dissociation as to the last remaining Member. Notwithstanding any provisions of the Georgia Act to the contrary, the Company shall not be dissolved upon the sale of all or substantially all of the Company's assets and the collection of all proceeds therefrom or the occurrence of an event specified in Section 14-11-601.1(b)(1) (relating to cessation of member status in certain circumstances), Section 14-11-601.1(b)(2) (relating to removal of a member) or Section 14-11-601.1(b)(3) (relating to redemption of a member's interest) the occurrence of an event specified in Section 14-11-601.1(b)(4) (relating to various voluntary insolvency and bankruptcy proceedings or dissolution), Section 14-11-601.1(b)(5) (relating to various involuntary insolvency and bankruptcy proceedings or dissolution) or Section 14-11-601.1(b)(6) (relating to death or incompetency of a member) of the Georgia Act (collectively an “**Event of Dissociation**”) other than upon the occurrence of an Event of Dissociation after the last remaining member.

(b) 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. A Member shall have no right to withdraw from the Company under the Georgia Act or otherwise.

(d) Unless otherwise approved by a Majority Vote of the 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 value of his Membership Interest, and such Withdrawing Member shall become an Economic Interest Owner.

(e) Damages for breach of Section XIV.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.

XIV.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 and publish the notice permitted by the Georgia Act.

XIV.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 Member(s) may determine to distribute any assets to the Members in kind);

(ii) Allocate any profit or loss resulting from such sales to the Members and Economic Interest Owners in accordance with Article X hereof;

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members 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, either in cash or in kind, in accordance with Section IX.1. 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 of the date of dissolution for their fair market value, and the Capital Accounts of the Members 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 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 shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Member's Capital Account.

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

XIV.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, a certificate evidencing such termination may be executed and filed with the Secretary of State of Georgia in accordance with the Georgia Act.

XIV.5. Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of the Member'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, including, without limitation, all or any part of that Capital Account attributable to Capital Contributions, then such Member or Members shall have no recourse against any other Member.

Article XV. MISCELLANEOUS PROVISIONS

XV.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.

XV.2. No Action for Partition. No Member has any right to maintain any action for partition with respect to the property of the Company.

XV.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.

XV.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.

XV.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.

XV.6. Waivers. 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.

XV.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.

XV.8. Exhibits. All exhibits referred to in this Operating Agreement and attached hereto are incorporated herein by this reference.

XV.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.

XV.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.

XV.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.

XV.12. Federal Income Tax Elections; Tax Matters Partner. All elections required or permitted to be made by the Company under the Code shall be made by Members owning at least a majority of the Ownership Percentages. For all purposes permitted or required by the Code, the Members constitute and appoint a Member approved by a Majority Vote as Tax Matters Partner or, if such Member is no longer a Member, then such other Member as shall be elected by the Members by Majority Vote. The provisions on limitations of liability of the Members and indemnification set forth in Article V hereof shall be fully applicable to the Tax Matters Partner in his or her capacity as such. The Tax Matters Partner may resign at any time by giving written notice to the Company and each of the other Members. Upon the resignation of the Tax Matters Partner, a new Tax Matters Partner may be elected by Majority Vote of the Members.

XV.13. Notices. Any and all notices, offers, demands, or elections required or permitted to be made under this 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), (ii) if by electronic mail, when delivered to the recipient’s inbox, or (iii) 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.

XV.14. Amendments. Except as provided in Article XIII, any amendment to this Operating Agreement shall be made in writing and signed by Members holding fifty-one percent (51%) of the Ownership Percentages.

XV.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 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.

XV.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 pay 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 determines 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.

XV.17. Determination of Matters Not Provided For In This Operating Agreement. The Members shall decide any questions arising with respect to the Company and this Operating Agreement which are not specifically or expressly provided for in this Operating Agreement.

XV.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 and this Operating Agreement.

XV.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.

XV.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 “**Effective Date**”).

Corporation Name: _____

MEMBERS:

If an Individual:

Signature: _____

Name: _____

If an Entity:

Entity Name: _____

By: _____

Name: _____

Title: _____

[Duplicate Signature Page as Necessary for each Member]

EXHIBIT "A"

Members

Name	Address	Original Capital Contribution
Total		\$

EXHIBIT B

Definitions

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

“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, 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, 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 the Company, as filed with the Secretary of State of Georgia, as the same may be amended from time to time.

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

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

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

“Company.” The entity listed on the signature page to this Operating Agreement.

“Distributable Cash.” All cash received by the Company from all sources, 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 cash applied to the acquisition of assets; (ii) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (iii) all cash expenditures incurred in the operation of the Company's business; and (iv) 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 XIV.1.

“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.

“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 Vote.” Subject to Section V.8, the vote or written consent of the Persons entitled to vote on or consent to the issue in question who hold at least fifty-one percent (51%) of the Ownership Percentage.

“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.” A Member's entire interest in the Company including such Member's 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.

“Net Operating Income.” The total gross revenues and receipts from all sources (excluding Capital Contributions) reduced by all expenditures including, but not limited to, taxes but not including non-cash items, depreciation, amortization, or non-tax charges which are deductible for federal income taxes or otherwise reportable under generally accepted accounting principles.

“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, noncapital 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 Treasury Regulations or as otherwise required by the Treasury 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 Treasury Regulations, or due to a distribution of noncash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of Article X hereof.

“New Allocations.” As defined in Section X.2.

“Notices.” As defined in Section XV.13.

“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, President, 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.

“Ownership Percentage.” For each Member, the percentage determined at any given time by dividing the aggregate Capital Contributions made by such Member as of such time by the aggregate Capital Contributions made by all Members as of such time. The Ownership Percentages of the Members are as set forth on Exhibit “A” attached hereto and incorporated herein. 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 Members 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.

“Postal Service.” As defined in Section XV.13.

“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.

“Transfer.” As defined in Section XII.1.

“Treasury 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 XIV.1.