

Affidavit

20070726000348430 1/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

July 26, 2007

I the undersigned certify
that on this date the
attached are copies of the
original instruments and are
in force and effect and have
not been modified

Karl B. Benkwith Jr.
Karl B. Benkwith Jr.

I, Kelly B. Mullin, certify that Karl B. Benkwith, Jr.
appeared before me this day July 26, 2007.

Kelly B. Mullin

Kelly B. Mullin
Notary Public State At Large
Commission Expires
June 28, 2009

04-12-2007 10:52am From-

T-682 P.002 F-881

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0253426
EFFECTIVE DATE: 10/21/2002
JURISDICTION : GEORGIA
REFERENCE : 0161
PRINT DATE : 10/24/2002
FORM NUMBER : 356



20070726000348430 2/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

DAVID F. GOLDEN, ESQ.
TROUTMAN SANDERS LLP
600 PEACHTREE ST., NE, SUITE 5200
ATLANTA, GA 303082216

CERTIFICATE OF ORGANIZATION

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CHLOETTE BROWN FAMILY, LLC
A GEORGIA LIMITED LIABILITY COMPANY

has been duly organized under the laws of the State of Georgia on the effective date stated above by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

10/24/2007 11:06:00AM FILED/CERT



Cathy Cox

Cathy Cox
Secretary of State

04-12-2007 01:40pm From-

T-689 P.003/003 F-882

ARTICLES OF ORGANIZATION

OF

CHLOETTE BROWN FAMILY, LLC

20070726000348430 3/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

I.

The name of the Limited Liability Company is Chloette Brown Family, L.L.C.

II.

The name and address of the Organizer is as follows:

David F. Golden, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E., Suite 5200
Atlanta, Georgia 30308-2216

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization
this 21st day of October, 2002 .

David F. Golden

David F. Golden, as Organizer

SECRETARY OF STATE
2002 OCT 21 P 3:38
CORPORATIONS DIVISION

04-12-2007 10:53am From-

T-682 P 003/029 F-881

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CHLOETTE BROWN FAMILY, LLC**

20070726000348430 4/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

This Amended and Restated Operating Agreement of Chloette Brown Family, LLC, a limited liability company organized pursuant to the Georgia Limited Liability Company Act (the "Company"), is entered into and shall be effective as of the 11th day of March, 2004, by and among the Company and Chloette O. Brown, a Georgia resident; Rachel B. Fowler, an Alabama resident; Regina B. Holderness, a Georgia resident; Rebecca B. Moore, a Georgia resident; Catherine F. Carnes, a South Carolina resident; Elizabeth F. Smith, a Georgia resident; Laurel M. Fowler, a Georgia resident; Emily Holderness, a Georgia resident; Kate Holderness, a Georgia resident; Andrew Moore, an Oregon resident; and Arney M. Rishel, a Georgia resident.

WITNESSETH:

WHEREAS, the Company and Chloette O. Brown are parties to that certain Operating Agreement of Chloette Brown Family, LLC, dated as of December 12, 2002 (the "Original Operating Agreement"); and

WHEREAS, after entering into the Original Operating Agreement, Chloette O. Brown made gratuitous transfers and assignments of membership interests to Rachel B. Fowler, Regina B. Holderness, Rebecca B. Moore, Catherine F. Carnes, Elizabeth B. Fowler, Laurel M. Fowler, Emily Holderness, Kate Holderness, Andrew Moore, and Arney M. Rishel, whereby they acknowledged receipt of the Original Operating Agreement and agreed to be bound by all of its terms and conditions as if they were signatories thereto; and

WHEREAS, the Company, Chloette O. Brown, Rachel B. Fowler, Regina B. Holderness, Rebecca B. Moore, Catherine F. Carnes, Elizabeth B. Fowler, Laurel M. Fowler, Emily Holderness, Kate Holderness, Andrew Moore, and Arney M. Rishel desire to amend the Original Operating Agreement to reflect certain changes and modifications to the terms and conditions of the Original Operating Agreement, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereto do hereby agree as follows:

THE INTERESTS IN CHLOETTE BROWN FAMILY, LLC ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET

04-12-2007 10:53am From-

20070726000348430 5/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

T-682 P 004/028 F-881

FORTH IN ARTICLE VIII OF THIS AGREEMENT. THE INTERESTS HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS OR UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"). THE INTERESTS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF ARTICLE VIII OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE FEDERAL ACT OR WHICH IS OTHERWISE IN COMPLIANCE WITH THE FEDERAL ACT AND ANY APPLICABLE STATE SECURITIES ACTS. ADDITIONALLY, THESE INTERESTS HAVE BEEN ISSUED IN RELIANCE ON PARAGRAPH 13 OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

ARTICLE I DEFINITIONS

1.1 **Defined Terms.** The following terms have the meanings hereinafter indicated whenever used in this Agreement with initial capital letters:

"**Acr**" shall mean the Georgia Limited Liability Company Act, O.C.G.A. Section 14-11-100, et seq., as amended from time to time.

"**Adjusted Capital Account Balance**" shall mean, with respect to any Member, the balance, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Crediting to such Capital Account any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Regulations Sections 1.704-1(b)(2)(i)(b)(3), 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debiting to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Agreement**" shall mean this Amended and Restated Limited Liability Company Operating Agreement, as amended from time to time.

"**Available Cash**" shall mean, with respect to any period, all cash (i) derived by the Company from normal business operations, (ii) received as proceeds from any Company financing.

04-12-2007 10:53am From-

T-682 P 005/029 F-001



20070726000348430 6/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

refinancing or other extraordinary event (including cash received from the sale of all or substantially all the Company's property), or (iii) withdrawn from reserves during such period, minus (w) all Company Expenses incurred during such period (other than depreciation and other similar noncash expenses), (x) all capital expenditures made during such period, (y) all payments of principal and interest made during such period with respect to Company loans, and (z) all funds set aside during such period for the creation of or addition to such reserves as the Managers shall reasonably deem necessary for the prudent operation of the Company, subject to their fiduciary duties to the other members.

"Articles" shall mean the Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Georgia Secretary of State.

"Capital Account" shall mean, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(a) The Capital Account of each Member shall be increased by (i) the amount of any cash contributed by the Member to the Company; (ii) the fair market value (as determined by the Managers) of any property contributed by the Member to the Company (net of liabilities that the Company is deemed to have assumed or taken subject to, under and pursuant to Section 752 of the Code); and (iii) allocations to the Member of Company income and gain (or items thereof pursuant to Article VI), including income and gain exempt from tax, and income and gain described in Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items of income and gain described in Regulations Section 1.704-1(b)(4)(i).

(b) The Capital Account of each Member shall be decreased by (i) the amount of any cash distributed to such Member; (ii) the fair market value (as determined by the Managers) of any property distributed to such Member (net of any liabilities that such Member is deemed to have assumed or taken subject to, under and pursuant to Section 752 of the Code); (iii) allocations to the Member of expenditures described in Section 705(a)(2)(B) of the Code; and (iv) allocations to the Member of Company loss and deduction (or items thereof pursuant to Article VI), including loss and deduction described in Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items described in clause (iii) above and items of loss and deduction described in Regulations Sections 1.704-1(b)(4)(i) and (iii).

(c) A single Capital Account shall be maintained for each Member, which Capital Account shall reflect all allocations, distributions, or other adjustments required by this definition with respect to Company interests owned by such Member, regardless of whether such Member owns more than one class of Company interest (e.g., an interest as both a Manager and a Member).

(d) If, pursuant to Regulations Sections 1.704-1(b)(2)(iv)(d) or 1.704-1(b)(2)(iv)(f), Company property is reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property, the Members' Capital Accounts shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for

04-12-2007 10:54am From-



20070726000348430 7/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

T-682 P 008/029 F-881

allocations of depreciation, and of gain or loss as computed for book purposes, with respect to such property.

(e) Upon any transfer of all or part of a Membership Interest, as permitted by this Agreement, the Capital Account (or portion thereof) of the transferor that is attributable to the transferred interest (or portion thereof) shall carry over to the transferee Member, as prescribed by Regulations Section 1.704-1(b)(2)(iv)(i).

(f) Notwithstanding anything to the contrary in this definition, it is the intention of the Members that the Capital Accounts of the Members be maintained strictly in accordance with the capital account maintenance requirements of Regulations Section 1.704-1(b)(2)(iv), and that such Capital Accounts be adjusted to the extent required by the provisions of such regulations or any successor provisions thereto.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor statutory provisions.

"Company" shall mean Chloette Brown Family, LLC, a limited liability company formed under the laws of the State of Georgia, and any successor limited liability company.

"Company Expenses" shall mean, with respect to any Fiscal Year or other period, all operating costs and expenses incurred on behalf of the Company, including any legal, accounting, consulting and other professional expenses incurred on behalf of the Company.

"Company Minimum Gain" shall mean the amount determined in accordance with Regulations Section 1.704-2(d) by (i) computing with respect to each Nonrecourse Liability of the Company the amount of income or gain, if any, that would be realized by the Company if it disposed of the property securing such Nonrecourse Liability in full satisfaction thereof, and (ii) aggregating all separate amounts so computed.

"Family Members" shall mean (i) any child, grandchild and other descendant of Chloette O. Brown; (ii) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the primary benefit of one (1) or more of the individuals described in (i) above; and (iii) any corporation, partnership, limited liability company or other business organization controlled by or substantially all the interests of which are owned, directly or indirectly, by one or more of the individuals or entities described in (i) or (ii) above.

"Fiscal Year" shall mean the taxable year of the Company, which initially shall be the calendar year.

"Interest" shall mean the entire interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

"Manager" shall mean Chloette O. Brown and any permitted successors and assigns.

04-12-2007 10:54am From-

T-682 P.007/028 F-881



20070726000348430 8/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

"Member Nonrecourse Debt" shall mean debt of the Company within the meaning of Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall mean any and all items of loss, deduction or expenditure (described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Regulations Section 1.704-2(i)(2), are attributable to a Member Nonrecourse Debt.

"Member" shall mean Chloette O. Brown, Rachel B. Fowler, Regina B. Holderness, Rebecca B. Moore, Catherine F. Carnes, Elizabeth B. Fowler, Laurel M. Fowler, Emily Holderness, Kate Holderness, Andrew Moore, and Amey M. Rishel and any permitted successors and assigns.

"Minimum Gain Attributable to Member Nonrecourse Debt" shall mean that amount determined in accordance with the principles of Regulations Section 1.704-2(i)(3), (4) and (5).

"Nonrecourse Deductions" shall mean that amount determined in accordance with Regulations Section 1.704-2(b)(1).

"Nonrecourse Liability" shall mean any liability of the Company treated as a nonrecourse liability under Regulations Section 1.704-2(b)(3).

"Original Operating Agreement" shall mean the Operating Agreement of Chloette Brown Family, LLC, by and between the Company and Chloette O. Brown, dated as of December 12, 2002.

"Percentage Interests" shall mean the aggregate percentage interest(s) in the profits and losses of the Company owned by each Member. Subject to adjustment from time to time, the Percentage Interest of each Member shall be a fraction expressed as a percentage, the numerator of which is such Member's Capital Account balance, and the denominator of which is the aggregate Capital Account balances of all Members. The Percentage Interests of the Members as of the effective date of the Agreement shall be as described in Section 4.1 hereof.

"Person" shall mean any individual, partnership, limited liability company, corporation, trust or other entity.

"Profits and Losses" shall mean, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

04-12-2007 10:54am From-



T-682 P 000/029 F-881

20070726000348430 9/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss; and

(c) Notwithstanding any other provision of this Agreement, any items which are specially allocated pursuant to Section 6.3 hereof shall not be taken into account in computing Profits or Losses.

"Regulations" shall mean any and all temporary and final regulations promulgated under the Code, as amended from time to time.

1.2 Generic Terms. Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined in this Article I and the terms otherwise used in this Agreement their proper meanings.

ARTICLE II ORGANIZATIONAL MATTERS

2.1 Formation. The Company has been formed and exists for the limited purposes described herein and shall be governed by and operated in accordance with the Act. The Managers shall execute, and the Managers shall make, all other filings required by the Act or other applicable law with respect to the formation and operation of the Company.

2.2 Name. The name of the Company is "Chloette Brown Family, LLC," and the business of the Company shall be conducted under that name or such other name as may be selected by the Managers.

2.3 Principal Place of Business. The principal place of business of the Company shall be located at Sunrise, 1000 Lenox Park Blvd., Room 327, Atlanta, Georgia 30319. The Manager may change the principal place of business of the Company at any time and from time to time by providing written notice to the Members.

2.4 Registered Office and Agent. The initial registered office of the Company shall be located at 600 Peachtree Street, N.E., Atlanta, Georgia 30308, and the initial registered agent for the Company at such office shall be David F. Golden.

2.5 Term. The term of the Company shall commence upon the filing of the Articles and shall continue until the Company is dissolved in accordance with this Agreement or the Act.

2.6 Other Activities of Members. Nothing in this Agreement shall in any way restrict, or be deemed to restrict, the freedom of any Member to conduct any other business or activity whatsoever or require, or be deemed to require, accountability to the Company or to any other Member with respect thereto or with respect to any opportunity therefor, even if such business or activity may compete with the business of the Company.

04-12-2007 10:55am From-



T-682 P 009/029 F-881

20070726000348430 10/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

ARTICLE III

PURPOSES AND BUSINESS OF THE COMPANY

3.1 Purposes. The Company is being formed for the following purposes: (i) to consolidate various business assets of the Brown family in order to provide necessary and effective management and control of such assets through one entity; (ii) to avoid the division of property of the Brown family in order to promote greater sales potential of the property; (iii) to provide a vehicle through which assets of the Brown family will be protected from creditors; (iv) to provide a vehicle through which Family Members may own and participate in the various business interests of the Brown family; (v) to establish a method by which annual gifts can be made to Family Members without fractionalizing family assets; (vi) to reduce transaction costs and multiple deeds in transferring property among Family Members; (vii) to provide a means through which disputes among Family Members relating to the business of the Company may be resolved in a private forum; and (viii) to provide a mechanism which will eliminate the potential in the future of any Family Member from transferring his or her interest in the Company without first offering that interest to the other Family Members.

3.2 Business. The business of the Company shall be to engage generally in commercial activities deemed lawful in the State of Georgia, including but not limited to (i) the real estate business by acquiring, owning, developing, leasing, selling or otherwise disposing of real property interests; (ii) investment in stocks, bonds, securities and other similar interests; (iii) any and all activities incident to or connected with (i) and (ii); and (iv) any business not otherwise prohibited by the laws of Georgia that the Company deems to be necessary or desirable.

ARTICLE IV

CONTRIBUTIONS

4.1 Initial Capital Contributions and Percentage Interests.

(a) Simultaneously with the execution of the Original Operating Agreement, Chloette O. Brown contributed her one-third (1/3) interest in certain unimproved real estate as described on Exhibit A. For purposes of determining the initial Capital Account balance of Chloette O. Brown, the agreed net fair market value of the foregoing contribution was \$1,485,000 (One Million, Four Hundred Eighty-Five Thousand Dollars). Chloette O. Brown's initial Percentage Interest was one hundred percent (100%).

(b) After the execution of the Original Operating Agreement, Chloette O. Brown made gratuitous transfers and assignments of membership interests to Rachel B. Fowler, Regina B. Holderness, Rebecca B. Moore, Catherine F. Carnes, Elizabeth B. Fowler, Laurel M. Fowler, Emily Holderness, Kate Holderness, Andrew Moore, and Arney M. Rishel, such that the Percentage Interests of the Members are as follows:

04-12-2007 10:55am From-

T-882 P 010/028 F-881

WFFH
 20070726000348430 11/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

<u>Member</u>	<u>Percentage Interest</u>
Chloette O. Brown	26.0%
Rachel B. Fowler	7.4%
Regina B. Holderness	7.4%
Rebecca B. Moore	7.4%
Catherine F. Carnes	7.4%
Elizabeth B. Fowler	7.4%
Laurel M. Fowler	7.4%
Emily Holderness	7.4%
Kate Holderness	7.4%
Andrew Moore	7.4%
Amey M. Rishel	7.4%
<u>Total</u>	100.0%

4.2 Additional Funds. In the event the Company is in need of funds for the purpose of conducting its business in excess of the funds then available to the Company, the Manager may contribute or lend such funds to the Company or obtain such capital contributions or loans from other third parties, which may, but need not, include the Members. The Members shall not be obligated to make any loans or contributions to the Company other than those contributions specified in Section 4.1 above. If any Member contributes additional funds to the Company, such Member's allocation of Net Profit/Net Loss and Percentage Interest shall be increased proportionately to such contributions, and the remaining Members' allocations of Net Profit/Net Loss and Percentage Interests shall be decreased accordingly. If any Member loans funds to the Company, such loan shall bear a simple per annum interest rate equal to the current prime rate as published in the Wall Street Journal.

4.3 Withdrawal of Capital Contributions. Except as otherwise provided in this Agreement or by the Act, (i) Members shall not have the right to withdraw or reduce their Capital Contributions, nor to demand and receive property, including cash, from the Company in return for their Capital Contributions during the term of the Company; (ii) no interest shall be paid on Capital Contributions; and (iii) any return of Capital Contributions to the Members shall be solely from Company assets, and the Manager shall not be personally liable for any such return.

ARTICLE V **DISTRIBUTIONS**

5.1 Available Cash. From time to time during each Fiscal Year, the Company may distribute any part or all of the Available Cash proportionately to each of the Members based on their Percentage Interests; provided, however, no more than sixty (60) days after each Fiscal Year, the Company shall distribute all of the Available Cash proportionately to each of the Members based on their Percentage Interests. No distributions under this Section 5.1 shall have the effect of changing any of the Members' Percentage Interests.

5.2 Other Distributions. Distributions in connection with the dissolution and winding up of the Company shall be made in accordance with Article XI of this Agreement.

04-12-2007 10:55am From-

T-682 P.011/029 F-881

20070726000348430 12/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

ARTICLE VI ALLOCATIONS

6.1 Profits. Any Profit realized by the Company for any Fiscal Year shall be allocated to the Members in the following order of descending priority:

(a) First, Profit shall be allocated to each Member in proportion to and to the extent of the excess of (i) the aggregate Loss allocated to such Member pursuant to Section 6.2 hereof for all prior Fiscal Years, over (ii) the aggregate Profit allocated to such Member pursuant to this Section 6.1(a) or all prior Fiscal Years; and

(b) Second, all remaining Profit shall be allocated among the Members in accordance with their respective Membership Interests.

6.2 Losses. Any Loss realized by the Company for any Fiscal Year shall be allocated among the Members in accordance with their respective Membership Interests. Notwithstanding the preceding sentence, no loss shall be allocated to a Member to the extent such allocation would cause a Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year; instead, any Loss affected by this limitation shall be allocated to the Managers in accordance with their respective Membership Interests.

6.3 Special Allocations. Notwithstanding Sections 6.1 or 6.2, the following special allocations shall be made for each Fiscal Year in the following order of descending priority:

(a) Company Minimum Gain. Except as otherwise provided in Regulations Section 1.704-2(f), if there is a net decrease in Company Minimum Gain during any Company taxable period, each Member shall be specially allocated items of Company income and gain for such period (and, if necessary, subsequent periods) in proportion to and to the extent of, an amount equal to the portion of such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). This Section 6.3(a) is intended to comply with the chargeback of items of income and gain requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Minimum Gain Attributable to Member Nonrecourse Debt. Except as otherwise provided in Regulations Section 1.704-2(i), if there is a net decrease in Minimum Gain Attributable to Member Nonrecourse Debt during any Company taxable period, each Member with a share of Minimum Gain Attributable to Member Nonrecourse Debt shall be specially allocated items of Company income and gain for such period (and, if necessary, subsequent periods) in proportion to, and to the extent of, an amount equal to the portion of such Member's share of the net decrease in the Minimum Gain Attributable to Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). This Section 6.3(b) is intended to comply with the chargeback of items of income and gain requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

04-12-2007 10:56am From-

20070726000348430 13/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-882 P.012/029 F-881

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, such negative Adjusted Capital Account Balance of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made only after all other allocations provided for in this Section 6.3 have been tentatively made as if this Section 6.3(c) were not in this Agreement.

(d) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Members in the same ratios that Profit is allocated for the taxable year in accordance with Regulations Section 1.704-2(b)(1). If the Managers determine in their good faith discretion that the Nonrecourse Deductions must be allocated in a different ratio to satisfy the safe harbor requirements of the Regulations promulgated under Section 704(b) of the Code, the Managers are authorized, upon notice to the Members, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(e) Member Nonrecourse Deductions. Member Nonrecourse Deductions for any taxable period shall be allocated one hundred percent (100%) to the Member that bears the economic risk of loss (as defined in Regulations Section 1.704-2(b) with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)). If more than one (1) Member bears the economic risk of loss with respect to a Member Nonrecourse Debt, such Member Nonrecourse Deductions attributable thereto shall be allocated between or among such Members in accordance with the ratios in which they share such economic risk of loss.

(f) Curative Allocations. The allocations set forth in Sections 6.3(a) through 6.3(e) (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2(b). Notwithstanding any other provisions of this Section 6.3 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

6.4 Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder and Regulations Section 1.704-1(b)(4)(i), income, gain, loss and deduction (as computed for tax purposes) with respect to any property contributed to the capital of the Company or otherwise revalued on the books of the Company shall, solely for tax purposes, be allocated among the Members to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value as determined at the time of the contribution or revaluation. Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement.

04-12-2007 10:56am From-



20070726000348430 14/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

T-682 P.013/029 F-881

6.5 Transferred Interests. If any interest in the Company is sold, assigned or transferred during any Fiscal Year, then Profit, Loss, each item thereof and all other items realized by the Company during such Fiscal Year shall be divided and allocated between the Members by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Managers.

6.6 Section 754 Election. In the event of a transfer of an interest in the Company, as permitted under this Agreement, the Managers may, in their sole and absolute discretion, cause the Company to elect in a timely manner pursuant to Section 754 of the Code to adjust the basis of the assets of the Company in accordance with the provisions of Section 743 of the Code.

6.7 Tax Matters Member. For purposes of Code Sections 6221 through 6223, Chloette O. Brown is hereby designated as the initial "Tax Matters Member" of the Company.

6.8 Withholding on Distributions to Non-Resident Members. Any limited liability company which owns property or does business in the State of Georgia is subject to a Georgia withholding tax. Pursuant to Section 48-7-129 of the Official Code of Georgia Annotated (the "Georgia Code"), the Company shall withhold such tax from any distributions paid or credited to Members who are not residents of the State of Georgia, in the amount specified by such Section. To the extent the Company remits withholding tax during the course of the tax year which exceeds the Georgia income tax liability of a non-resident Member, that Member shall be entitled to a refund of the excess withholding at the end of the taxable year. The Company shall furnish, within thirty (30) days of the close of its taxable year, to each non-resident Member from whom tax is withheld, a written statement, in duplicate, in the form specified in Section 48-7-129(c)(2) of the Georgia Code.

ARTICLE VII MANAGEMENT OF COMPANY

7.1 Rights and Duties of Manager. The business and affairs of the Company shall be managed by the Manager. Except for situations in which the written consent of all the Members is expressly required by this Agreement or by nonwaivable provisions of applicable law, the Manager 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; provided, however, the actions of the Manager shall be governed in accordance with the fiduciary duties of the Manager to the Members. When there are two (2) Managers and one (1) Manager ceases to act as a Manager, the remaining Manager shall continue to manage the affairs of the Company as sole Manager. At any time when there is more than one (1) Manager, any one (1) Manager may take any action permitted to be taken by the Managers, provided, however, that when there are two (2) Managers, such Manager shall obtain the written consent of the other Manager, and when there are three (3) or more Managers, such Manager may take such action only with the written consent of a majority of the Managers. If Chloette O. Brown is unable to serve or shall cease to serve as Manager, then Rachel B. Fowler, Regina B. Holderness, and Rebecca B. Moore shall serve as Co-Managers.

04-12-2007 10:57am From-

20070726000348430 15/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P 014/028 F-881

7.2 Specific Authority. Subject to Section 7.3 hereof, the Managers shall have full power and authority to do all things and to perform all acts reasonably necessary or advisable to conduct the business affairs of the Company including, without limitation, full power and authority to take any of the following actions:

(a) Enter into, make and perform such other contracts, deeds, undertakings, leases and agreements, and do such other acts as it may deem necessary or advisable, or as may be incidental to, or necessary for, the conduct of the business of the Company and the acquisition, ownership, management and disposition of the assets of the Company;

(b) Open accounts and deposit, withdraw and maintain funds in the name of the Company in banks, savings and loan associations or other financial institutions, except that Company funds shall not be commingled with the funds of any other Person;

(c) Employ from whatever source it deems reasonable such employees, property managers, contractors, brokers, attorneys, accountants, consultants and other persons as, in the judgment of the Managers, are necessary or desirable for the prudent operation of the Company, with the expenses of the same to be paid by the Company;

(d) Borrow funds on behalf of the Company in such amounts as determined by the Managers for the conduct of the business of the Company (including any expansion or diversification) and to pledge assets of the Company as security for any such loans;

(e) Purchase, at the expense of the Company, liability and other insurance as the Managers deem necessary or appropriate for the protection of the Company's assets and business and the Managers;

(f) Commence or defend litigation that pertains to the Company or any assets of the Company and investigate potential claims;

(g) Make accounting and tax elections and file all required tax returns relating to the Company in accordance with the provisions of this Agreement; and

(h) Be reimbursed for all reasonable and customary out-of-pocket expenses incurred in conducting the business of the Company.

7.3 Limitations on Power and Authority of Managers. Notwithstanding Sections 7.1 and 7.2 hereof, a Manager shall not, without the written consent of all the Members:

(a) Except as permitted in this Agreement, admit any Person as an additional Member in the Company;

(b) Institute any bankruptcy proceeding on behalf of the Company;

(c) Possess Company property or assign any rights in Company property for other than a Company purpose;

04-12-2007 10:57am From-

T-682 P.016/029 F-881



20070726000348430 16/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

(d) Do any act in contravention of this Agreement; or

(e) Permit or cause funds of the Company to be combined with any funds of a Manager or any affiliate of a Manager.

7.4 Time to be Devoted. The Manager shall devote such time to the Company business as shall be necessary to manage and supervise the Company business and affairs in an efficient manner.

7.5 Compensation. In exchange for services rendered to the Company, the Manager in her sole discretion shall be entitled to a reasonable annual compensation for services rendered to the Company, taking into account the value of property under the administration of the Manager and the responsibilities assumed in the discharge of the duties of such office.

7.6 Participation in Management. No Member who is not a Manager shall participate in the management or control of the Company's business or transact any business for the Company. No Member who is not a Manager shall have the power to act for or bind the Company, such powers being vested solely and exclusively in the Managers in accordance with the provisions of this Agreement. Except for actions where the consent of the Members is required by this Agreement or the Act, no Member who is not a Manager shall have the right to vote with respect to actions taken by the Managers.

ARTICLE VIII

ADMISSIONS, TRANSFERS AND WITHDRAWALS

8.1 Transfer Limitations. Except as otherwise provided in this Article VIII, no Member shall transfer, voluntarily or involuntarily, all or any part of his or her interest in the Company, nor shall a Member have the power to substitute a transferee in his or her place as a substituted Member, without, in either event, having obtained the prior written consent of all the remaining Members, which consent shall be in the sole discretion of the remaining Members. Notwithstanding the foregoing, a Member shall have the right to transfer membership interests to Family Members without the consent of the remaining Members, provided that the transferee of such interest shall not become a substituted Member until the conditions of Section 8.3(b) have been satisfied.

8.2 Right of First Refusal.

(a) A Member may sell or otherwise transfer for value any portion of his or her membership interest (the "Interest") to a third party if such Member (the "Selling Member") first offers to sell the Interest to the Company in accordance with the following provisions of this Section 8.2.

(b) If a Selling Member desires to sell or otherwise transfer for value any portion of his or her Interest to a third party, such Selling Member shall immediately give the Company written notice (the "Notice of Offer") of his or her intent to sell the Interest. The Notice of Offer shall set forth the identity of the prospective purchaser, the proposed

04-12-2007 10:57am From-

20070726000348430 17/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P 016/029 F-881

purchase price, and the other terms and conditions of the sale to the prospective purchaser. The Notice of Offer also shall contain an offer (the "Offer") by such Selling Member to sell the Interest to the Company at the same price and on the same terms and conditions on which the Selling Member proposes to sell such interest to the prospective purchaser.

(c) The Company shall have forty-five (45) days from the date of receipt of the Notice of Offer within which to accept the Offer by giving written notice of such acceptance to the Selling Member. If the Company accepts the Offer, then, unless the parties have agreed to the contrary, the closing of the transaction of sale and purchase between the Company and the Selling Member, as described in this Section 8.2, shall be held at the principal place of business of the Company at 10:00 a.m. on the fifteenth (15th) day after the expiration of the forty-five (45) day period within which the Company could accept the Offer; provided, however, if such fifteenth (15th) day is a Saturday, Sunday or holiday, the closing shall be held on the next succeeding business day. At the closing, the Selling Member shall execute and deliver to the Company such documents as may be required to evidence the transfer of the Interest to the Company; and the Company shall deliver to the Selling Member such cash, notes and other instruments as may be required to satisfy his or her obligations.

(d) If the Company does not accept the Offer, or if the Offer is accepted but the Company fails to close the purchase of the Interest in accordance with this Section 8.2, then the Selling Member may sell the Interest to the prospective purchaser identified in the Notice of Offer; provided, however, any such sale shall be at the purchase price, and on the same terms and conditions of sale, specified in the Notice of Offer. The closing of the sale to the prospective purchaser must take place either (i) within sixty (60) days after the expiration of the forty-five (45) day period within which the Company could accept the Offer, or (ii) if the Offer is accepted but the Company fails to close the purchase of the Interest, within sixty (60) days after such closing should have occurred. If such Selling Member does not complete the sale of the Interest to the prospective purchaser within the applicable sixty (60) day period, then the terms of the right of first refusal described herein shall be reimposed and must be complied with again before the Selling Member may sell any portion of his or her Membership interest to any third party, including the prospective purchaser.

8.3 Assignees and New Members.

(a) Permitted Transferees. In the event of a transfer of any interest in the Company permitted pursuant to the provisions of this Article VIII, and notwithstanding anything in this Article VIII to the contrary (except Section 8.3(b)), the Person to whom such transfer is made shall not become a Member hereunder and shall be considered only an assignee of the Membership interest. An assignee shall only be entitled to share in those allocations and distributions, which the assignor of such interest would otherwise have been entitled to share, diminished by the share of the losses and obligations, if any, for which such assignor would have been liable. An assignee shall have no right to require any information or accounting of any transactions of the Company or inspect the Company books and records and shall not be deemed a Member of the Company, and the interest in

04-12-2007 10:58am From-



T-682 P.017/028 F-881

20070726000348430 18/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

the Company held by such assignee shall not be permitted to vote with respect to any Company matter. An assignee who does not become a substituted Member, as provided for in Section 8.3(b), remains subject to all the provisions of this Article VIII to the same extent and in the same manner as any Member desiring to transfer all or any part of its interest in the Company.

(b) New Members. An assignee of a Member's interest in the Company pursuant to a transfer permitted under the provisions of this Article VIII may become a substituted Member with all the rights and liabilities of its assignor as a Member under this Agreement if and only if:

(i) all the remaining Members shall have consented in writing to such assignee becoming a substituted Member;

(ii) the assignee expressly assumes and agrees to be bound by this Agreement in the place and stead of such assignor;

(iii) the appropriate instruments, documents, or statements, if any, are prepared, executed, acknowledged, filed, recorded, published and delivered; and

(iv) the assignee pays or obligates itself to pay any and all reasonable expenses of the Company connected with such substitution.

The consent to substitution of an assignee that is described above shall be in the sole discretion of all the remaining Members. Upon compliance with all provisions hereof applicable to such assignee becoming a Member, all other Member(s) agree to execute and deliver such amendments hereto as are necessary for such assignee to become a Member.

(c) Substitution. Upon a transfer by a Member of all or part of its interest in the Company and substitution of a substituted Member with respect to all or such portion of its Membership interest, the transferring Member shall cease to be a Member to the extent of the Membership interest so transferred.

8.4 Assignment by Charging Order

(a) Limitation to Company Distributions. In accordance with Section 14-11-504 of the Act, in the event that a Member is charged a debtor-Member by a court of competent jurisdiction, to the extent the debtor-Member is so charged, the judgment creditor has only the rights of an assignee of the debtor-Member's membership interest to receive distributions of money or property, up to the unsatisfied amount of the judgment debt, to be satisfied at such times, if at all, with distributions from the Company.

(b) Federal Income Tax Consequences to Charging Order Assignees. Pursuant to Section 761 of the Code and in accordance with Revenue Ruling 77-137, for Federal income tax purposes, a judgment creditor assignee must report the distributive share of Company items of income, gain, loss, deduction and credit attributable to the assigned interest on a Federal

04-12-2007 10:58am From-

20070726000348430 19/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P 010/020 F-801

income tax return in the same manner and in the same amounts that would be required if the judgment creditor assignee were a substituted Member.

8.5 Involuntary Withdrawal of a Manager. In the event that a Manager becomes bankrupt, is otherwise adjudicated insolvent, or the Manager's Membership interest is subject to a charging order, such Manager shall immediately cease to be a Manager, such Manager shall be deemed to have withdrawn involuntarily, and its Membership Interest shall automatically be converted to that of a Member without voting rights, without further act or deed.

8.6 Withdrawal. No Member shall have the right to withdraw from the Company until dissolution of the Company as provided in Section 11.1 hereof.

ARTICLE IX

BOOKS AND RECORDS, BANK ACCOUNTS

9.1 Books and Records. The books and records of the Company shall, at the cost and expense of the Company, be kept or caused to be kept by the Managers at the principal place of business of the Company. Such books and records will be kept on the basis of a calendar year, and will reflect all Company transactions and be appropriate and adequate for conducting the Company's business. At the cost and expense of the Company, the Managers shall furnish annually to each Member a balance sheet, an income statement, and a statement of source and application of funds of the Company for the immediately preceding Fiscal Year. In addition, the Managers will make reasonable efforts to prepare and furnish to each Member by March 1 of each year all information necessary for Members to prepare required tax returns. A Member, at his or her own expense, will have the right upon reasonable notice to inspect the books and records of the Company during business hours at the principal place of business of the Company.

9.2 Bank Accounts. All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Managers. The funds of the Company will not be commingled with the funds of any other Person. Checks will be drawn upon the Company account or accounts only for the purposes of the Company and shall be signed by authorized representatives of the Company.

ARTICLE X

DISSOCIATION OF A MEMBER

10.1 Dissociation. A Member shall cease to be a Member as of the date of the occurrence of any of the events under Section 14-11-601.1(a) of the Act; provided, however, in the case of a Member who is an individual, his or her death shall not result in cessation of Membership.

10.2 Distributions upon Dissociation. A Member with respect to which an event of dissociation occurs is not entitled to receive any payment by reason of such event and shall become an assignee as to his or her Membership Interest.

04-12-2007 10:58am From-

20070726000348430 20/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P 018/028 F-881

ARTICLE XI

DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved upon the occurrence of any one (1) of the following events:

- (a) The vote of a majority of the Members;
- (b) The bankruptcy or withdrawal of all Managers or any other event causing dissolution of the Company under the Act; or
- (c) The expiration of the term of the Company pursuant to Section 2.5.

11.2 Continuation of Business. If an event of dissolution described in Section 11.1(b) occurs, the Company may be reconstituted and continued if within ninety (90) days after such event, all the remaining Members agree in writing to continue the business of the Company and to admit one (1) or more additional or substituted Managers. In such event, all Members agree to amend this Agreement so as to reflect accurately their agreements with regard to the reconstituted Company.

11.3 Distribution on Dissolution.

(a) Unless the Members elect to continue the Company pursuant to Section 11.2 hereof, upon dissolution of the Company, no further business shall be conducted except for the taking of such action as shall be necessary for the winding up of the affairs of the Company and the distribution of assets pursuant to the provisions of this Section. The Managers shall have full authority to wind up the affairs of the Company and to make distributions provided herein.

(b) Upon dissolution of the Company, the Managers shall either sell the assets of the Company at the best price available, or the Managers may distribute to the Members all or any portion of the Company's assets in kind. If any assets are to be distributed in kind, the Managers shall ascertain the fair market value (by appraisal or other reasonable means) of such assets, and each Member's Capital Account shall be charged or credited, as the case may be, as if such asset had been sold for cash at such fair market value and the net gain or net loss recognized thereby had been allocated to and among the Members in accordance with Article VI above.

(c) All assets of the Company shall be applied and distributed in the following order:

(i) First, to the payment and discharge of all the Company's debts and liabilities to creditors, including liabilities to Members who are creditors, to the extent otherwise permitted by law;

(ii) Next, to establish such reserves as deemed reasonably necessary for contingent or unforeseen liabilities or obligations of the Company; and

04-12-2007 10:59am From-



T-882 P 020/029 F-881

20070726000348430 21/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

(iii) Finally, to the Members in accordance with the positive balances of the Members' Capital Accounts (after such Capital Accounts have been adjusted to reflect any Profits or Losses to be allocated to the Members in connection with the dissolution and liquidation of the Company).

11.4 Certificate of Termination. Upon the completion of the distribution of Company assets and the winding up of the Company affairs as provided in this Article XI, the Managers shall cause to be filed with the Secretary of State a Certificate of Termination in accordance with Section 14-11-610 of the Act.

ARTICLE XII GENERAL

12.1 No Partnership Intended for Nontax Purposes. The Member has formed the Company under the Act, and expressly does not intend hereby to form a partnership under either the Georgia Uniform Partnership Act or the Georgia Revised Uniform Limited Partnership Act. The Members do not intend to be partners one to another or partners as to any third party in connection with the business of the Company.

12.2 Title to Company Property. All property owned by the Company, including, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one (1) or more Persons.

12.3 Severability. Every provision of this Agreement is intended to be severable. Any provision of this Agreement which is illegal, invalid, prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or impairing the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

12.4 Meetings. There shall be a regular annual meeting of the Company to be held at such time and place as determined by the Managers. The Members shall be permitted to participate in the meeting by telephone conference call. Additional meetings of the Company may be called at any time by a Manager and shall be called by a Manager when requested to do so by a majority of the Members; provided, however, the Members shall not have the right to require more than four (4) meetings of the Company annually. If a meeting is called, the Managers shall provide the other Members with written notice of the meeting to be held at a site to be determined by the Managers. The notice shall include a detailed statement of the action proposed at the meeting, including a verbatim statement of the wording of any resolution proposed for adoption by the Members or of any proposed Amendments to this Agreement. The Company shall provide for proxies or written consents that specify a choice between approval

04-12-2007 10:58am From-

20070726000348430 22/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P.021/028 F-881

and disapproval of each matter to be acted upon at the meeting. For purposes of this Section 12.4, a quorum shall consist of the Managers and a majority of the Members.

12.5 Governing Law. This Agreement and rights and obligations of the parties hereto with respect to the subject matter hereof will be interpreted and enforced in accordance with, and governed exclusively by, the laws of the State of Georgia, excluding the conflicts of law provisions thereof.

12.6 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors, heirs, and assigns.

12.7 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that he or she may have to maintain any action for partition with respect to any investment or other property of the Company.

12.8 Headings. The headings of the Articles, Sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

12.9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same documents, each of which will be considered an original, but all such counterparts together will constitute but one and the same Agreement.

12.10 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement and the exhibits hereto supersede all prior written and all prior and contemporaneous oral agreements, understandings, negotiations and representations between the parties with respect to such subject matter.

12.11 Amendment. This Agreement may be amended only by an instrument in writing signed by all the Members.

12.12 Notices. Each notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and delivered in person or by first class United States mail, postage prepaid, to the party to whom addressed or by Federal Express or other nationally known overnight courier service to the address specified below or to such other address as the party may advise the other Members as its address for notice hereunder.

04-12-2007 11:00am From-

T-682 P.022/028 F-881

The initial address for notices shall be as follows:

Company:

Chloette Brown Family, LLC
1000 Lenox Park Blvd.
Room 327
Atlanta, Georgia 30319
Attention: Chloette O. Brown

Manager:

Chloette O. Brown
1000 Lenox Park Blvd.
Room 327
Atlanta, Georgia 30319

All notices shall be deemed given upon the earlier to occur of: (i) the date of actual receipt; (ii) the date of refusal of delivery; (iii) (a) as to hand delivery, the date of delivery, (b) as to overnight courier service, the date following the deposit with the overnight courier service, and (c) as to the United States Mails, three (3) business days after depositing in the United States Mails.

12.13 Construction. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Company or other third parties.

12.14 Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof, shall be resolved by binding arbitration in Atlanta, Georgia pursuant to the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA"). The arbitration tribunal shall consist of a sole neutral arbitrator appointed by the AAA pursuant to the Rules. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court having jurisdiction over the party or its property against which enforcement of the award is sought. 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.

12.15 Waiver. No consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member of the same or any other obligation of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any other Member or to declare any other Member in default, irrespective of how

20070726000348430 23/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

04-12-2007 11:00am From-

T-682 P 029/028 F-881

long such failure continues, shall not constitute a waiver by such Member of its rights under this Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]



20070726000348430 24/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

04-12-2007 11:00am From-

20070726000348430 25/30 \$98.00
 Shelby Cnty Judge of Probate, AL
 07/26/2007 11:06:00AM FILED/CERT

T-682 P.024/029 F-881

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first
 above written.

Chloette O. Brown (SEAL)
 Chloette O. Brown, Manager and Member

Rachel B. Fowler (SEAL)
 Rachel B. Fowler, Member

Regina B. Holderness (SEAL)
 Regina B. Holderness, Member

Rebecca B. Moore (SEAL)
 Rebecca B. Moore, Member

____ (SEAL)
 Catherine F. Carnes, Member

Elizabeth B. Smith (SEAL)
 Elizabeth B. ~~Fowler~~ ^{Smith}, Member

____ (SEAL)
 Laurel M. Fowler, Member

Emily Holderness (SEAL)
 Emily Holderness, Member

Kate Holderness (SEAL)
 Kate Holderness, Member

____ (SEAL)
 Andrew Moore, Member

____ (SEAL)
 Arney M. Rishel, Member

04-12-2007 11:00am From-



T-002 P 025/029 F-001

20070726000348430 26/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

_____(SEAL)
Chloette O. Brown, Manager and Member

_____(SEAL)
Rachel B. Fowler, Member

_____(SEAL)
Regina B. Holderness, Member

_____(SEAL)
Rebecca B. Moore, Member

Catherine F. Carnes (SEAL)
Catherine F. Carnes, Member

_____(SEAL)
Elizabeth B. Fowler, Member
Smith

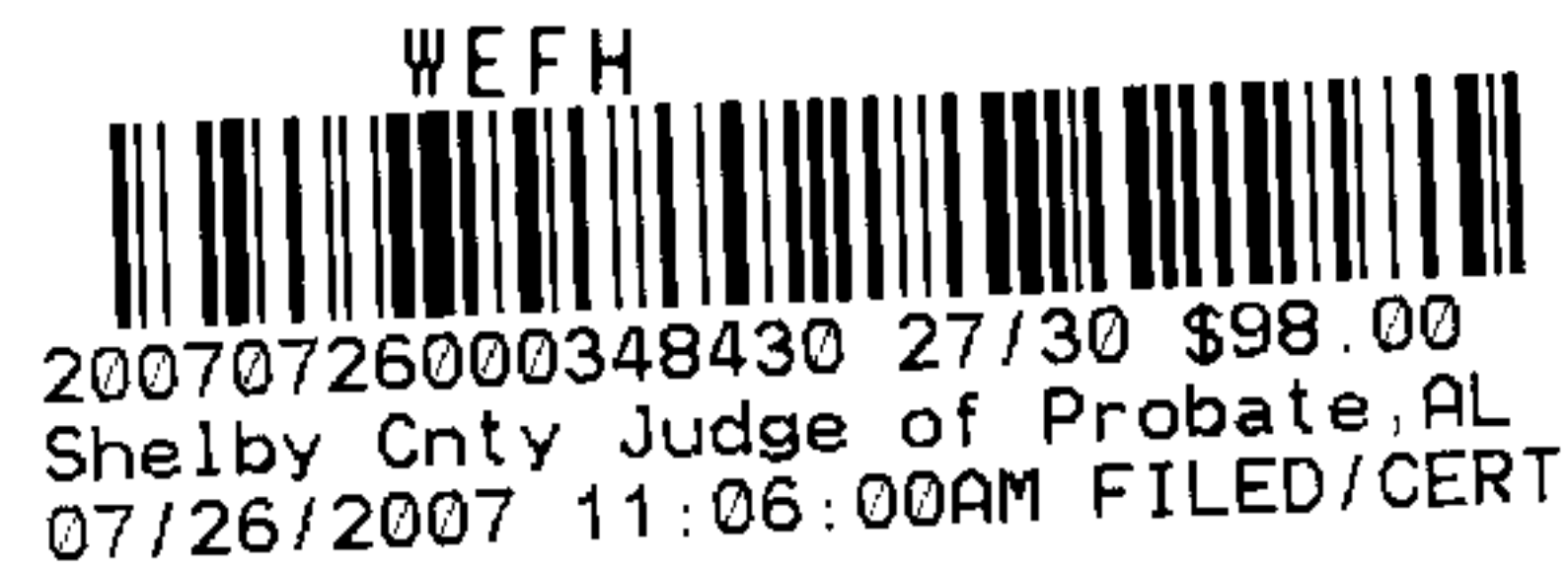
_____(SEAL)
Laurel M. Fowler, Member

_____(SEAL)
Emily Holderness, Member

_____(SEAL)
Kate Holderness, Member

_____(SEAL)
Andrew Moore, Member

_____(SEAL)
Amey M. Rishel, Member



IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

_____(SEAL)
Chloette O. Brown, Manager and Member

_____(SEAL)
Rachel B. Fowler, Member

_____(SEAL)
Regina B. Holderness, Member

_____(SEAL)
Rebecca B. Moore, Member

_____(SEAL)
Catherine F. Carnes, Member

_____(SEAL)
Elizabeth B. Fowler, Member
Smith

X *Laurel M. Fowler* _____(SEAL)
Laurel M. Fowler, Member

_____(SEAL)
Emily Holderness, Member

_____(SEAL)
Kate Holderness, Member

_____(SEAL)
Andrew Moore, Member

_____(SEAL)
Amey M. Rishel, Member

04-12-2007 11:01am From-

20070726000348430 28/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

T-682 P.027/028 F-881

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

_____(SEAL)
Chloete O. Brown, Manager and Member

_____(SEAL)
Rachel B. Fowler, Member

_____(SEAL)
Regina B. Holderness, Member

_____(SEAL)
Rebecca B. Moore, Member

_____(SEAL)
Catherine F. Carnes, Member

_____(SEAL)
Elizabeth B. Fowler, Member
Smith

_____(SEAL)
Laurel M. Fowler, Member

_____(SEAL)
Emily Holderness, Member

_____(SEAL)
Kate Holderness, Member

X [Signature] _____(SEAL)
Andrew Moore, Member

_____(SEAL)
Amey M. Rishel, Member

04-12-2007 11:01am From-



T-682 P.028/028 F-881

20070726000348430 29/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first
above written.

_____(SEAL)
Chloene O. Brown, Manager and Member

_____(SEAL)
Rachel B. Fowler, Member

_____(SEAL)
Regina B. Holderness, Member

_____(SEAL)
Rebecca B. Moore, Member

_____(SEAL)
Catherine F. Carnes, Member

_____(SEAL)
Elizabeth B. Fowler, Member
Sm 1/2

_____(SEAL)
Laurel M. Fowler, Member

_____(SEAL)
Emily Holderness, Member

_____(SEAL)
Kate Holderness, Member

_____(SEAL)
Andrew Moore, Member

Amey M. Rishel _____(SEAL)
Amey M. Rishel, Member

04-12-2007 11:01am From-

T-882 P 028/028 F-881

EXHIBIT A



20070726000348430 30/30 \$98.00
Shelby Cnty Judge of Probate, AL
07/26/2007 11:06:00AM FILED/CERT