PLANNING AND ZONING DEPARTMENT 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 | f: 770-531-3902

HALL COUNTY
GEORGIA
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ZONING APPLICATION

Applicant (Name & Mailing Address)

Valiant Services c/o David Elder
P.O. Box 1122
Jefferson, GA 30549
Phone 678.227.4545
Email Address david@redrockga.com

Property Owner (Name & Mailing Address)

ROMO Industrial, LLC c/o Henry Moen
775 Ridgewood Ave.
Gainesville, GA 30501
Phone [redacted]
Email Address [redacted]

Proposed Use Inside and Outside Storage

Contact Person (Name & Mailing Address)

David Elder
P.O. Box 1122
Jefferson, GA 30549
Phone 678.227.4545
Email Address david@redrockga.com

Status of Applicant

ϒ Owner
ϒ Option to Purchase
ϒ Area Resident
ϒ X Other

Requested Action

Existing Zoning: I-1 and R-I
Rezone to: I-1
Fee:$
Receipt #:
Check #:

Tax Parcel Number 00054 001040 AND 00054 001040B
Acreage 28.66 Total, 4.73 I-1, 23.93 R-I
Location Address 1137 and 1119 WEST RIDGE RD. GAINESVILLE, GA 30501

I hereby certify that the above information and all attached information are true and correct.

Print: David W. Elder Date: 06/19/25
Sign: D. W. Elder Date: 06/19/25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign Date:

Staff Use Only

Application Date:
Taken by:
Tentative Planning Commission Date:
Tentative County Commission Date:
County Commission District:

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) ROMO Industrial, LLC c/o Henry Moen

Address 775 Ridgewood Ave.

Gainesville, GA 30501

Phone Number [redacted]

Name of applicant(s) Valiant Services c/o David Elder

Address P.O. Box 100

Bogart, GA 30622

Phone Number 678.227.4545

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

11/20/2024
Date

KAYLA WATSON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JANUARY 27, 2025
LUMPKIN COUNTY, GEORGIA

Revised December 2019

Operating Agreement

HHRPM L.L.C.,
a Georgia Limited Liability Company

THIS OPERATING AGREEMENT of HHRPM L.L.C. (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Georgia limited liability company under the Georgia Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Georgia. The Members hereby adopt and approve the Articles of Organization of the Company filed with the Georgia Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Georgia Limited Liability Company Act.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Georgia Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions**. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members**.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts**. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest**. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Georgia Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Georgia Limited Liability Company Act.

3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 **Management**.

A. **Generally**. Subject to the terms of this Agreement and the Georgia Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action**. Unless greater or other authorization is required pursuant to this Agreement or under the Georgia Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization**. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Officers**. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts**. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records**. The Members will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the Articles of Organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election**. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member**. Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking**. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP VOTING AND MEETINGS

6.1 **Members and Voting Rights**. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Georgia Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Georgia Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members**. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Percentage Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Georgia Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Georgia Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal**. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Subsection (a) of Code section 14-11-603 of the Georgia Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events**. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification**. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Georgia law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Georgia law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition**. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment**. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Georgia Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Georgia Limited Liability Company Act.

10.3 **Governing Law; Severability**. This Agreement will be construed and enforced in accordance with the laws of the state of Georgia. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action**. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 10/7/23

____
Signature of Henry Hudson Moen

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Henry Hudson Moen 626 Dyer St. Gainesville, Georgia 30501	____________________	100%

OPERATING AGREEMENT

OF ROMO INDUSTRIAL, LLC

THIS OPERATING AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of May, 2024, by **TODD ROBSON** and **HHRPM L.L.C.,** as the members (each of whom are hereinafter referred to singularly as a “Member” and collectively as the “Members”) of **ROMO INDUSTRIAL, LLC** (the “Company”), in accordance with the provisions of the Georgia Limited Liability Company Act, Official Code of Georgia, Annotated, §14-11-100 et seq., as amended (the “Act”).

ARTICLE 1

Name and Principal Place of Business

1. Formation. On or about May 16, 2024, the Company was formed as a Georgia limited liability company upon execution and filing of the Articles of Organization with the Secretary of State of Georgia.

2. Name. The name of the Company is ROMO INDUSTRIAL, LLC.

3. Management. The management of the Company’s business and affairs is reserved to the Members who shall manage the Company in accordance with the provisions of this Agreement and the Act.

4. Location. The principal place of business of the Company shall be 5326 Retreat Drive, Flowery Branch, Georgia 30542, or such other place within the State of Georgia as the Members may hereafter determine. The Members may establish additional places of business of the Company when and where required by the Company’s business with the consent of a majority in interest of the Members.

5. Registered Agent. Todd Robson shall serve as the agent for service of process at the following address: 5326 Retreat Drive, Flowery Branch, Hall County, Georgia 30542.

6. Termination of Prior Operating Agreement. The operating agreement of the Company in effect as of the date hereof is hereby terminated and replaced by this Agreement.

ARTICLE 2

Company Business

The general nature of the business of the Company shall be to carry on any business not contrary to the limited liability company laws of the State of Georgia. The Company shall have and exercise all of the powers, rights and privileges conferred by the laws of the State of Georgia upon limited liability companies thereunder.

ARTICLE 3

Term; Early Dissolution

1. Term. The term of the Company shall commence on the date the Articles of Organization are filed with the Secretary of State of Georgia, and the Company shall continue to exist until dissolved pursuant to either Section 3.2 herein or §14-11-602 of the Act.

2. Early Dissolution. The Company shall be dissolved if and when any of the following shall occur:

   (a) Upon the written agreement of at least a majority in interest of the Members; or

   (b) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

ARTICLE 4

Membership Percentages; Membership Units

4.1 Members. The names, Membership Percentages, and Membership Units of the Members are as follows:

Member	Membership Percentage	Membership Units
Todd Robson	50%	5000
HHRPM, L.L.C.	50%	5000

4.2 Membership Units. The Membership Units set forth in Section 4.1 herein (along with any additional Membership Units issued pursuant to Article 13 herein) shall be referred to as "Membership Units." The Members' relative rights to vote on all matters shall be based upon their Membership Units.

Each Member's capital account balance shall be the balance shown on the books of the Company.

3. Additional Contributions. The Members shall not be obligated to make any additional capital contributions to the Company. If the Members determine additional capital is needed in order to carry on Company business, the Members may make voluntary contributions, in such amounts as the Members may determine.

4. Liabilities of Members. Except as otherwise provided by law, no Member shall be liable for any losses, debts or obligations of the Company or be required to contribute any capital or lend any funds to the Company other than as provided above; provided, however, that the capital contribution of the Members shall be subject to the risk of the business of the Company and subject to the claims of the Company's creditors, and, provided further, that after any Member has received a return of any part of his capital contribution to the Company, he shall be liable to the Company for his proportionate share of any sum not in excess of the amount of such return contribution plus interest thereon necessary to discharge any liabilities of the Company to creditors whose claims existed at the time such returns were made. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to receive a return of his capital contribution.

ARTICLE 5

Capital Accounts

5.1 Capital Accounts. An individual capital account ("Capital Account") shall be maintained for each Member as follows:

(a) The Capital Account of each Member shall be increased by:

(i) The amount of cash and the fair market value (as agreed upon by the Member and the Company) of any property owned by the Member contributed to the Company,

(ii) The Member's distributive share of net profits of the Company and any items in the nature of income or gain that are specially allocated pursuant to Section 6.6 hereof, and

(iii) The amount of any Company liabilities assumed by the Member or which are secured by any property owned by the Company distributed to the Member.

(b) The Capital Account of each Member shall be decreased by:

(i) The amount of cash and the fair market value (as agreed upon by the Member and the Company) of any property owned by the Company distributed to the Member,

(ii) The Member's distributive share of net losses of the Company and any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.6 hereof, and

(iii) The amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by the Member to the Company.

2. Transfer of Membership Unit. In the event any Membership Unit in the Company is transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent such Capital Account relates to the transferred Membership Unit(s).

3. Tax Considerations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with §1.704-l(b) (relating to the determination of each Member's distributive share) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. The Members shall modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, provided that it is (in the reasonable judgment of the Members) not likely to have a material effect on the amounts distributable to any Member pursuant to this Agreement. The Members shall also make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations §1.704-l(b)(2)(iv)(g) (relating to adjustments to reflect book value).

4. Net Profits and Losses. For purposes of this Article 5, "net profits" and "net losses" mean, for each fiscal year or other period, an amount equal to the Company's taxable income

or loss for such year or period, determined in accordance with Code §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code §703(a)(l) 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 taxable income or loss pursuant to this Article 5 shall be included in computing net profits or losses;

(b) Any expenditures of the Company described in Code §705(a)(2)(B) (relating to non-deductible expenses), or treated as such pursuant to Regulations §1.704-l(b)(2)(iv)(i), and not otherwise taken into account in computing taxable income or loss pursuant to this Article 5 shall be included in computing net profits or losses;

(c) In the event the value of any Company asset is adjusted pursuant to Section 5.5 herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing net profits or losses;

(d) Gain or loss resulting from any disposition (including any gain or loss deemed to result from a tax-free distribution, contribution, or exchange) of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(e) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(f) Notwithstanding any other provision of this Article 5, any items which are specially allocated pursuant to Article 6 hereof shall not be taken into account in computing net profits or losses.

5. Revaluation of Assets. The book value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members, at the following times:

(a) The acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution;

(b) The distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and

(c) The liquidation of the Company within the meaning of Regulations §1.704-1(b)(2)(ii)(g);

provided however, that adjustments pursuant to clauses (a) and (b) above shall be made only if a majority in interest of the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company.

ARTICLE 6

Profits and Losses; Tax Allocations

1. Allocation of Profit and Loss. Except as hereinafter provided, the net profits or net losses of the Company shall be allocated among the Members in proportion to their Membership Units in the Company as set forth in Article 4 hereof.

2. Tax Allocations: Code §704(c). In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date it was contributed.

In the event the fair market value of any Company asset is adjusted pursuant to Section 5.5 hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code §704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by a majority in interest of the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.2 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account or share of profits, losses, or other items, or distributions pursuant to any provision of this Agreement.

6.3 Allocation of Member Nonrecourse Deductions. "Member Nonrecourse Debt" means nonrecourse Company debt for which one or more Members bears an economic risk of loss, as defined in Regulations §1.704-2(b)(4). "Member Nonrecourse Deductions" means, for each fiscal year, the Company deductions which are attributable to Member Nonrecourse Debt and are characterized as "partner nonrecourse deductions" under Regulations §1.704-2(b).

All Member Nonrecourse Deductions for each fiscal year shall be allocated to the Member or Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable, in accordance with the ratio in which the Members bear such economic risk of loss and Regulations §1.704-2(0(1).

4. Minimum Gain. "Minimum Gain" means, with respect to all nonrecourse liabilities of the Company, the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to such liabilities in full satisfaction thereof, computed strictly in accordance with Regulations §§1.704-2(b) and (d).

5. Member Minimum Gain. "Member Minimum Gain" means, with respect to a Member Nonrecourse Debt, the minimum amount of gain that would be realized by the Company if the Company disposed of the Company property subject to such liability in full satisfaction thereof.

6. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 6, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in proportion to the respective amounts required to be allocated to each Member in accordance with §§1.704-2(f) and (g) of the Regulations. This Subsection 6.6(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Regulations and for purposes of this Subsection 6.6(a) only, each Member's Capital Account deficit shall be determined prior to any other allocations pursuant to this Article 6 with respect to such fiscal year and without regard to any net decrease in Member Minimum Gain during such fiscal year.

(b) Member Minimum Gain Chargeback. After the application of Subsection 6.6 (a) above, but prior to the application for such fiscal year of any other provision of this Section 6.6, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during a fiscal year, then any Member with a share of the Member Minimum Gain attributable to such debt at the beginning of such year shall be allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and proportions necessary to satisfy the provisions of Regulations §1.704-2(i).

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations §1.704- l(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Capital Account deficit of such Member as quickly as possible, provided that an allocation pursuant to this Subsection 6.6(c) shall be made if and only to the extent that such Member would have a Capital Account deficit after all other allocations provided for in this Article 6 have been tentatively made as if this Subsection 6.6(c) were not in this Agreement. This Subsection 6.6(c) is intended to comply with the qualified income offset requirement in Regulations §1.704-l(b)(2)(ii)(d)(3), and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations §§1.704-2(g)(l) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Subsection 6.6(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 6 have been made as if this Subsection 6.6(d) and Subsection 6.6(c) above were not in this Agreement.

ARTICLE 7

Distributions

7.1 Cash from Operations. Subject to maintaining the Company in a sound financial and cash position (which, without limitation of the generality of the foregoing, shall include the provision for losses affecting the cash position of the Company and paying or making provision for the payment, when due, of obligations of the Company and obligations secured by, or by lien on, property of the Company) and establishing such reserve or reserves as a majority in interest of the Members determines may be reasonably required for the proper operation of the Company's business, the Company shall distribute to the Members, from time to time, the cash generated by the business operations of the Company ("Cash Flow"). A majority in interest of the Members shall determine, the amounts to be distributed and the time or times when distribution of such amounts shall be made.

2. Capital Transactions. All proceeds from a Capital Transaction (as hereinafter defined) shall be allocated and distributed to the Members in the manner provided herein. Upon the occurrence of any Capital Transaction, the proceeds of such Capital Transaction shall first be applied in payment of all expenses incurred in connection with such transaction and, to the extent specified in the terms of any such Capital Transaction, to the payment of any indebtedness secured by the asset involved in the Capital Transaction. All proceeds remaining thereafter, except for any amount thereof which a majority in interest of the Members determines is required for the support of the operations of the Company, if any, shall be referred to herein as "Net Proceeds" and shall be distributed to the Members within thirty (30) days after receipt by the Company. As used herein, a "Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than capital contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

3. Distributions. Distributions of Cash Flow and Net Proceeds shall be made to the Members in proportion to their Membership Units.

4. Limitations on Distributions. If a Member is in default on any financial obligation owed to the Company, then such defaulting Member shall not be entitled to any distributions of Cash Flow or Net Proceeds unless and until such default is cured, at which time such amounts (less any portions thereof applied on account of such default as provided below) shall be distributed to such Member; provided, however, that if such Member is in default as a result of its failure to pay any amount owed to the Company or to make any contribution to the capital of the Company, then all distributions to which such defaulting Member would be entitled shall be applied by the Company on account thereof on behalf of such defaulting Member. To the extent it becomes a defaulting Member, each Member hereby authorizes and directs the Company to apply all distributions otherwise payable to it in the manner set forth in the preceding sentence as and when permitted hereby.

ARTICLE 8

Powers and Duties of Members

8.1 Powers of Members. Subject to the restrictions of §14-11-305 of the Act, all powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Members, unless otherwise provided in the Act, the Articles of Organization, or this Agreement.

Every Member is an agent of the Company for the purpose of Company business, and the act of every Member, including the execution in name of the Company of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles of Organization or this Agreement, or unless the Member so acting otherwise lacks the authority to act for the Company and the person with whom he is dealing has knowledge of the fact that he has no such authority.

8.2 Limitation on Authority. Notwithstanding the broad grant of authority provided in Section 8.1 above, no Member has the authority to undertake any of the following actions on behalf of the Company without the prior written consent of a majority in interest of the Members:

(a) Acquire, hold, sell, lease or otherwise dispose of any real property and personal and mixed property associated therewith, other than such property that is disposed of in the Company's ordinary course of business;

(b) Borrow money outside the ordinary course of the Company's business, and secure the repayment of such borrowing by executing mortgages or deeds of trust, pledging or otherwise encumbering all or any part of the property of the Company, or refund, refinance and extend the maturity of any indebtedness created by such borrowing;

(c) Employ on behalf of the Company any Person (as hereinafter defined) that is an Affiliate (as hereinafter defined) of a Member;

(d) Enter into contracts, agreements or any other arrangement with any Person that is an Affiliate of a Member;

(e) Obligate the Company to any arrangement, or execute any contract or agreement, pursuant to which the Company will be required to make an aggregate expenditure or investment exceeding Ten Thousand Dollars ($10,000);

(f) Sell all or substantially all of the assets of the Company;

(g) Admit any Person as a new member into the Company; or

(h) Undertake, generally, to do any act, directly or indirectly, which is in contravention of this Agreement or which would make it commercially unsustainable to carry on the ordinary business of the Company.

8.3 Duties of Members. The Members shall manage the Company's business to the extent that the Members shall determine is necessary for the efficient operation thereof and shall also have the duties imposed by the other provisions of this Agreement. Except as provided otherwise in this Agreement, each Member may also devote himself to other business, whether or not similar in nature to the business of the Company.

4. Compensation of Members. Unless agreed to by a majority in interest of the Members, no Member is entitled to, nor may receive, any salary, draw or other compensation for services rendered on behalf of the Company in his or its capacity as a Member.

5. Officers, Salaries. A majority in interest of the Members, in their discretion, may decide whether the Company will have officers, and select all officers of the Company, if any, and, except to the extent that such authority is delegated to the President, fix their compensation. The fact that any officer is a Member will not preclude him from receiving a salary, draw or other compensation, or from voting upon the resolution providing the same.

6. <u>Determination of Majority, etc</u>. All references in this Agreement to a majority in interest, or a specified percentage of the Members, shall mean Members holding more than fifty percent (50%), of the Membership Units then held by all Members of the Company.

7. <u>Tax Matters Partner</u>. A majority in interest of the Members may select a "Tax Matters Partner" (as that term is defined in Code §6231 (a)(7)), who will have the authority and duty to represent and inform the Members as provided in the Code and Regulations.

ARTICLE 9

Meetings of Members

1. <u>Annual Meetings</u>. Within three (3) months after the end of each fiscal year of the Company, the Members shall convene an annual meeting. A place and time for each annual meeting that is reasonably convenient for all Members shall be selected, after consultation with each Member, unless the Members agree to hold the meeting by telephone. Each Member shall be given at least ten (10) days advance written notice of each annual meeting. The Members shall, at each annual meeting, discuss the financial and operational results of the Company's operations during the previous fiscal year.

2. <u>Special Meetings</u>. The Members may also convene special meetings of all Members, in the same manner as annual meetings, upon:

   (a) Direction by a majority in interest of the Members; or

   (b) Direction of a Member who reasonably believes that a meeting of all Members is necessary, due to special circumstances, financial or otherwise, affecting the Company.

9.3 <u>Action by Members Without a Meeting</u>, Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members who, in the aggregate, hold Membership Units in the Company sufficient to satisfy any specified percentage of the Members in interest set forth in this Agreement for approval of such action and such consent is delivered to the Company for filing with the Company records. Action taken under this Section 9.3 is effective when said Members have signed the consent, unless the consent specifies a different effective date. Within ten (10) days of receipt of said consent, the Members shall send written notice to all Members who did not execute said consent of the action so taken provided that failure to so notify shall not invalidate the action taken.

4. <u>Waiver of Notice</u>. Notice of a meeting of the Members need not be given to any Member who signs a waiver of notice either before or after the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting.

5. <u>Quorum and Voting</u>. A majority in interest of the Members shall constitute a quorum for the transaction of business. The act of a majority in interest of Members present, if a quorum exists, shall be the act of the Company.

ARTICLE 10

Officers

1. <u>Officers of the Company</u>. The officers of the Company may consist of a President, Secretary and Treasurer, and such other officers (including one or more Vice Presidents) as

a majority in interest of the Members may from time to time select. Any two or more of said offices may be held by the same person simultaneously.

2. Election. The officers shall be selected annually by a majority in interest of the Members, and each shall hold office until his death, disability, removal, resignation, or until his successor shall have been selected and qualified.

3. Removal. Any officer or agent may be removed by a majority in interest of the Members whenever in their judgment the best interest of the Company will be served thereby.

4. Powers and Duties. The officers of the Company shall have the following duties, with all powers necessary to the performance thereof, and such other duties and powers a majority in interest of the Members may designate:

   (a) President - The President shall be the chief executive officer, and shall, subject to the control of a majority in interest of the Members, generally supervise and control all of the business and affairs of the Company. He shall sign, together with the Secretary or other authorized officer, all deeds, certificates of ownership and other formal papers incidental to the business of the Company. The President shall vote all stock in corporations owned by the Company.

   (b) Vice President - In the absence of the President or in the event of his inability to act, one or more of the Vice Presidents shall perform the duties of the President, and exercise all the powers incidental thereto, as directed by a majority in interest of the Members. The Vice President also shall perform such duties and exercise such powers as may be designated from time to time by a majority in interest of the Members.

   (c) Secretary - The Secretary shall keep the Minutes and records of the Company, have charge of the Member list and certificate transfer books of the Company, see that all notices required by law are given and, together with the President, sign all deeds, certificates of ownership and other formal papers incidental to the business of the Company.

   (d) Treasurer - The Treasurer shall receive and hold all funds and securities of the Company, and have charge of Company finances generally. He shall be responsible for the preparation of all financial statements and returns required by law and shall sign all checks and notes of the Company.

   (e) Additional duties - The above officers shall, in addition to the duties specifically prescribed above, have all duties and powers normally incidental to their respective offices.

   (f) A majority in interest of the Members may delegate to any officer or agent any duties or authority hereinabove assigned to any officer, or may enlarge or restrict temporarily or permanently the duty and authority of any officer.

Provided, however, no officer has the authority to undertake any of the actions set forth in Section 8.2 herein without having received the prior written consent of all the Members.

5. Bond. A majority in interest of the Members may, in their discretion, require any officer, agent or employee of the Company to give such bond for the faithful performance of their duties as may be deemed necessary or desirable.

6. Vacancies. All vacancies in any office shall be filled promptly by a majority in interest of the Members.

ARTICLE 11

Certificates and Other Documents

The Members agree, when authorized pursuant to this Agreement or otherwise, to make, file or record with the appropriate public authority and (if required) publish the Articles of Organization, any amendments thereof and such other instruments and documents, as may be required or appropriate in connection with the business and affairs of the Company.

ARTICLE 12

Dissolution and Winding Up

12.1 Winding Up. Upon dissolution, the Company shall continue solely for the purposes of winding up affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs. The person elected by a majority in interest of the Members shall be responsible for overseeing the winding up and dissolution of the Company and shall take full account of the Company's liabilities and property and the Company's property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members;

(b) Second, to the payment and discharge of all the Company's debts and liabilities to the Members; and

(c) Subject to the next following sentence, the balance, if any, to the Members in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

In the discretion of a majority in interest of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 12. l(c) may be:

1. Distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; and the assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of a majority in interest of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement; or

2. Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations due the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

12.2 Compliance with Timing Requirements of Regulations. In the event the Company is "liquidated" within the meaning of Regulations §1.704-1 (b)(2)(ii)(g), distributions shall be made pursuant to this Article 12 to the Members who have positive Capital Accounts in compliance with Regulations §1.704-1 (b)(2)(ii)(b)(2). If any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or any other person for any purpose whatsoever.

3. Deemed Distribution and Recontribution. Notwithstanding any other provisions of this Article 12, in the event the Company is "liquidated" within the meaning of Regulations §1.704- l(b)(2)(ii)(g), but no event of dissolution has occurred, the Company property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have distributed property in kind to the Members, who shall be deemed to have assumed and taken subject to all Company liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the property in kind to the Company, which shall be deemed to have assumed and taken the property subject to all such liabilities.

4. Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his capital contribution and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of his capital contributions, distributions, or allocations.

5. Notice of Dissolution. In the event of dissolution of the Company, the Company shall, within thirty (30) days thereafter, provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of a majority in interest of the Members) and shall publish notice thereof in a newspaper of general circulation in each place in which the Company regularly conducts business.

6. Gains or Losses in Winding Up. Any gain or loss on disposition of Company properties in the process of liquidation shall be credited or charged to the Members' Capital Accounts in proportion to their Membership Units, subject to the allocation provisions of Article 6 hereof. Any property distributed in kind in the liquidation shall be valued and treated as though the property was sold at fair market value and the cash proceeds distributed. The difference between the fair market value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of the property and shall be credited or charged to the Members in proportion to their Membership Units, subject to the allocation provisions of Article 6 hereof.

ARTICLE 13

Transfers of Company Interests; Withdrawals; Admissions

13.1 Transfers of Member Interests

13.1.1 Voluntary Transfers During Life. No Member shall Voluntarily (as hereinafter defined) sell, transfer or otherwise dispose of all or any part of his interest in the Company (the "Interest") without first giving written notice to the other Members, including the name of the person to whom he intends to sell, transfer or dispose of the Interest, and the terms of a written offer received from the bona fide prospective purchaser or transferee. Within thirty (30) days after receipt of the aforementioned written notice, the Company may, at its own option, exercisable in writing, liquidate and retire the Interest. Such option shall be exercisable in the discretion of a majority in interest of the other Members. If the Company does not exercise this option within thirty (30) days after receipt of notice, the other Members shall have an option identical to that of the Company, for an additional period of five (5) days, to purchase the Interest, or any part thereof, said option to be in proportion to such other Members' Membership Units in the Company. In the event any Member shall elect not to exercise this option, the Interest to which said Member would have been entitled shall further be subject to the options of the remaining Members in proportion to their Membership Units in the Company for a similar period of five (5) days. The valuation of the Interest and the terms of payment upon exercise of an option to purchase by the Company or any Member shall be the same as those set forth in the written offer from the proposed purchaser or transferee. The term "Voluntarily" as used herein, shall mean: done by design or intention; intentional; proposed, intended or not accidental; and without coercion.

If the Company or any Member does not exercise the option to liquidate or purchase the Interest, the Minority Member giving the notice will be free to sell, transfer or otherwise dispose of the Interest to the person or persons specified in the notice. Provided, however, that such person or persons shall hold the Interest subject to the provisions relating to transfer limitations set forth herein. The transfer of the Interest shall not relieve the transferring Member of any debts or obligations due the Company for which he would be otherwise liable, unless he obtains a release from said debts or obligations executed by all other Members.

13.1.2 Involuntary Transfers During Life. In the event a Member's Interest in the Company (including solely the right to receive distributions from the Company, including, without limitation, a charging order) is reasonably certain to be Involuntarily Transferred (as hereinafter defined) to any third party, or is known to be subject to a requirement of an Involuntary Transfer (as hereinafter defined) to any third party, the Interest of such Member shall become subject to an option to purchase by the Company or the other Members in the manner set forth in Section 13.1.1 herein in accordance with the following provisions:

(a) Purchase Price. The purchase of the Interest will be its Book Value (as hereinafter defined) as of the end of the month preceding the date of closing. "Book Value" as used herein is defined as the amount of the net assets (e.g., after reduction for liabilities) of the Company as reflected on the books and records of the Company, exclusive of any cash surrender value or proceeds of any insurance policy on the life of any Member or employee of the Company. The determination of such Book Value shall be computed by the accountant then serving the Company, in accordance with the accounting principles that have been consistently applied by the Company. Notwithstanding the foregoing, the transferring Member may demand that the fair market value of the Interest (as determined by a third-party, reasonably qualified appraiser selected by mutual agreement of the transferring Member and the Company) be used as the purchase price, if such appraised value is higher. The cost of the appraisal shall be shared equally by the transferring Member and the Company.

(b) Closing. The closing of such purchase and sale shall take place at the principal office of the Company, at a date designated by the Company which shall be not more than sixty (60) days after the expiration of the last option period set forth in this Section 13.1.2.

(c) Payment of Purchase Price. The purchase price payable by the Company or other Members will, at the option of the purchaser, be paid in cash or be paid by the delivery of an installment promissory note; provided, however, the amount of said promissory note will not exceed ninety percent (90%) of the purchase price, with at least ten percent (10%) of the purchase price required to be paid in cash at closing.

Such note shall provide for equal monthly payments over a period not less than five (5) years nor more than ten (10) years, beginning one (1) month from the date of closing. The note shall bear interest at the annual rate of one percent (1%) over the prime rate in effect on the seventh (7th) day prior to closing, payable on the unpaid balance from the date of closing and shall provide that the purchaser shall have the privilege of prepaying, without penalty, all or any part thereof at any time, with interest to date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid balance to immediately become due and payable. For purposes of this paragraph, the "prime rate" shall be the then effective prime rate as listed in the Wall Street Journal. At the closing, all Members, other than the purchaser and the transferring Member, shall provide the transferring Member with a written, unconditional guaranty of payment with respect to said promissory note; provided, however, each Member's guaranty obligation will be in proportion to their Membership Units in the Company.

(d) Successors in Interest, In the event the Company or any Member does not exercise the option to liquidate or purchase the Interest, the Interest shall be transferred pursuant to the document or law requiring the Involuntary Transfer, and any person who receives the Interest shall be treated as a substituted Member under this Agreement (only to the extent set forth in said document or law requiring the Involuntary Transfer), and shall be entitled to all the rights and subject to all the obligations of a Member under this Agreement (only to the extent set forth in said document or law requiring the Involuntary Transfer), including, but not limited to, the transfer limitations described in this Article 13.1. The transfer of such Interest shall not relieve the transferring Member of any debts or obligations to the Company for which he was otherwise liable, unless said Member obtains a release from said debts or obligations executed by all other Members.

(e) Involuntarily Transferred/Involuntary Transfer. As used in this Section 13.1.2, the terms "Involuntarily Transferred" and "Involuntary Transfer" means any transfer of the Interest to a third party that is made, or is to be made, (i) under duress, influence or compulsion pursuant to an order, directive, or otherwise of any administrative/arbital tribunal, a court or any other government-related organization or entity, or a court officer or any other government official from any jurisdiction; (ii) incident to any divorce or marital property settlement; (iii) pursuant to any applicable community property, quasi-community property or similar state law; (iv) pursuant to bankruptcy, foreclosure or any similar proceeding; (v) in lieu of foreclosure; or (vi) other than Voluntarily (as that term is defined in Section 13.1 hereof); provided, however, that any transfer made pursuant to a Member's Last Will and Testament or by laws of intestacy will not constitute an Involuntary Transfer or be deemed to have been Involuntarily Transferred.

13.1.3 Transfers at Death. Upon the death of a Member (the "Decedent"), the Interest of the Decedent shall become subject to an option to purchase and redeem all, but not less than all, of the said Interest by the Company or the surviving Members in the manner set forth in Section 13.1.1 herein, in accordance with the following provisions:

(a) Purchase Price. The purchase price of the Interest shall be the greater of:

(i) Book Value of the Interest as of the date of death; or

(ii) Ten and No/100 Dollars ($10.00);

provided, however, that the estate of the Decedent may demand that the fair market value of the Interest (as determined by a third-party, reasonably qualified appraiser selected by mutual consent of the estate and the Company) be used as the purchase price, if such appraised value is higher. The cost of the appraisal shall be shared equally by the estate and the Company. Further provided, that in the event such Interest is valued at a higher amount by the Internal Revenue Service for estate tax purposes, the estate tax value of the Interest as finally determined shall be used as the purchase price.

(b) Closing. The closing of such purchase and sale shall take place at the principal office of the Company, at a date designated by the Company which shall be not more than one hundred eighty (180) days following the date of the qualification of the personal representative of the Decedent's estate.

(c) Insurance. The Company (but no Members) shall have the right, but shall have no obligation, to purchase insurance on the life of any Member to the extent reasonably necessary to finance the purchase option available at death. In such case, each insured Member shall cooperate fully by performing all of the requirements of the life insurer which are necessary conditions precedent to the issuance of insurance policies. Should the Company exercise its option to purchase the Decedent's Interest, any proceeds from such insurance policies on the life of the Decedent shall be paid by the Company to the Decedent's personal representative to the extent of the purchase price of the Interest, with such payment being deemed to have been made on account of such purchase. Payment of such proceeds shall be made on the date of closing. Any proceeds from such insurance policy(ies) in excess of the said purchase price shall remain the property of the Company.

(d) Balance of Purchase Price. The purchase price payable by the Company or other Members (or the balance of the purchase price remaining after credit for any such insurance proceeds) shall, at the option of the purchaser, be paid in cash or be paid by the delivery of an installment promissory note; provided, however, the amount of said promissory note will not exceed eighty-five percent (85%) of the purchase price, with at least fifteen percent (15%) of the purchase price required to be paid in cash at closing. Such note shall provide for equal monthly payments over a period not less than five (5) years nor more than ten (10) years, beginning one (1) month from the date of closing. The note shall bear interest at the annual rate of one percent (1%) over the prime rate in effect on the seventh (7th) day prior to closing, payable on the unpaid balance from the date of closing and shall provide that the purchaser shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid note to immediately become due and payable. For purposes of this paragraph, the "prime rate" shall be the then effective prime rate as listed in the Wall Street Journal. At the Closing, all Members other, than the purchaser, shall provide the estate of the Decedent with a written, unconditional guaranty of payment with respect to said promissory note; provided, however, each Member's obligation will be in proportion to their Membership Units in the Company.

(e) Successors in Interest. In the event the Company or any Member does not exercise the option to liquidate or purchase Decedent's Interest, the Decedent's Interest shall be transferred pursuant to the Decedent's Last Will and Testament or under the laws of intestacy, and any person who receives the Interest shall be treated as a substituted Minority Member under this Agreement, and shall be entitled to all the rights and obligations of Decedent under this Agreement, including but not limited to the transfer limitations described in this Article 13.1. The transfer of such Interest shall not relieve

Decedent's estate of any debts or obligations to the Company for which he was otherwise liable, unless said estate obtains a release from said debts or obligations executed by all other Members.

13.2 Miscellaneous Transfer Provisions

13.2.1 Transfers of an Entity Member's Beneficial or Ownership Interest. Any Member who is not a natural person shall not allow a transfer of any equity ownership, or beneficial interest, in such Member which would cause Control (as hereinafter defined) of such Member to change without the prior written consent of a majority in interest of the Members. As to a Member that is an entity (an "Entity Member"), Section 13.1 shall be applied in reference to events occurring to the natural person in Control of the Entity Member where logically applicable.

13.2.2 Withdrawal. No Member may withdraw from the Company without the consent of a majority in interest of the Members.

13.2.3 Admission of New Members. Except for new members acquiring an interest in the Company pursuant to Section 13.1, after the execution hereof, a person may be admitted as an additional Member only with the written consent of a majority in interest of the Members.

13.2.4 Additional Issuance of Membership Units. Except as otherwise provided in this Agreement, with the approval of a majority in interest of the Members, the Company may issue additional Membership Units. The issuance of additional Membership Units shall specify the Member's name, the number of Membership Units authorized for issuance and the amount, nature and value of the consideration to be received.

13.2.5 Conditions Precedent to Transfer. Notwithstanding any other provision of this Article 13, no Member Interest may be transferred unless and until:

(a) All debts and obligations of the transferor Member to the Company have been paid;

(b) The transferor and the transferee have furnished to the Company all information necessary to permit the Company to file all required federal and state tax returns and other legally required returns or disclosures;

(c) Assumption, in form satisfactory to the Company, by the transferee of all of the debts and obligations of the transferor with respect to the transferred interest;

(d) Execution of this Agreement by the transferee; and

(e) Payment by the transferor or transferee of all reasonable costs and expenses incurred by the Company in effecting the transfer.

13.2.6 Election under §754. Upon the transfer of an interest in the Company, an election under Code §754 (to adjust the basis of Company assets with regard to a transferee) may be made by the Company only with the consent of a majority in interest of the Members.

ARTICLE 14

Sale Disagreement

1. In General. In the event of a Sale Disagreement (as hereinafter defined), a Member shall have the rights of purchase and sale provided by this Article 14, to be exercised by delivering a notice (an "Election Notice") to any remaining Members. The Member giving

an Election Notice as provided herein is referred to herein as an "Electing Member," and the Members receiving Election Notices are referred to herein as "Notice Members."

2. Sale Disagreement. At any time, a Member may seek a written bona fide offer from a bona fide third party to purchase all or substantially all of the assets of the Company other than its cash or cash equivalents (the "Company Assets") for a purchase price comprised solely of money and obligations to pay money (appropriately secured) and the assumption of any or all debts or other encumbrances on the Company Assets (a "Third Party Offer"). In the event a Third Party Offer is made to the Company, and a majority in interest of the Members do not accept the Third Party Offer within ten (10) days after the receipt of the Third Party Offer, then a "Sale Disagreement" is deemed to occur immediately after such tenth (10^{th}) day.

3. Sale Disagreement Purchase. In the event of a Sale Disagreement, for a period ending at 11:59 p.m. on the thirtieth (30^{th}) day following the occurrence of such Sale Disagreement (the Election Period"), a Member who voted to approve the acceptance of the Third Party Offer may elect to sell his entire Interest in the Company to the Members who did not vote to approve such sale by giving an Election Notice to all such Members, setting forth such Electing Member's election to sell his Interest. As a result of giving such Election Notice, such Electing Member shall be bound to sell to the Notice Members, and the Notice Members shall be bound to purchase, in proportion to their respective Membership Units, the entire Interest in the Company of such Electing Member for a price equal to the amount the Electing Member would have received had the Third Party Offer been accepted by the Company, and the Company thereafter distributed all of the proceeds from such sale to the Members in accordance with Article 4 herein, less ten percent (10%).

14.4 Closing. The closing of the purchase and sale of the Interest of the Electing Member shall occur on a date and time mutually agreed upon by the Electing Member and the Notice Members, but not later than the thirtieth (30^{th}) day following the expiration of the Election Period. The purchase price of the Electing Member's Interest shall be paid by the Notice Members in the same manner as provided in Section 13.3 hereof (substituting the Notice Member for the Company as necessary), provided that such terms shall be no worse with respect to the Electing Member than the terms contained in the Third Party Offer. The failure of any Notice Member to perform his obligation to purchase hereunder shall not affect the obligation of an Electing Member to sell the remaining portion of his Interest to the other Notice Members, or the obligation of the other Notice Members to purchase such Interest.

ARTICLE 15

Deadlock Buy-Sell

1. Deadlock. A "Deadlock" is deemed to occur if the approval of the Members is required for any action, and the Membership Units of those Members voting to approve such action are exactly equal to the Membership Units of those Members voting not to approve such action.

2. Offer. In the event of a Deadlock, any Member (the "Offering Member") may offer to purchase all, but not less than all, of the Interest of the other Member (the "Offeree Member"). In order to make such an offer, the Offering Member must provide a written notice to the Offeree Member that the Offering Member wishes to purchase all, and not less than all, of the Interest of the Offeree Member at a price and on the terms and conditions selected by the Offering Member.

3. Option of Offeree Member. Within thirty (30) days after receipt of said offer from the Offering Member, the Offeree Member may give written notice to the Offering Member electing to purchase all, but not less than all, of the Offering Member's Interest for an amount equal to the price set forth

in the initial offer from the Offering Member (on a per Membership Unit basis), and on the same terms and conditions. If said notice is given by the Offeree Member (or the group of Offeree Members acting unanimously), the Offering Member shall sell all of the Offering Member's Interest to the Offeree Member. In the event the Offeree Member (or the group of Offeree Members acting unanimously), fails to give said notice, the Offeree Member shall be deemed to have accepted the original offer from the Offering Member, whereupon the Offeree Member shall sell all of the Offeree Member's Interest to the Offering Member at the price and on the terms and conditions set forth in the original offer from the Offering Member.

15.4 Closing. If a sale pursuant to the preceding paragraphs occurs, the closing shall take place at the office of the Company within sixty (60) days following the expiration of the thirty (30) day period set forth in Section 15.3, unless the parties otherwise agree. At closing, the purchaser(s) shall execute and deliver to the seller(s) a document in form and substance reasonably satisfactory to the seller(s) indemnifying the seller(s) from and against any and all personal liabilities and obligations of the seller(s) with respect to debts of the Company. Also at closing, upon performance by the purchaser(s), the seller(s) shall execute and deliver all documents reasonably required to vest in the purchaser(s) the seller(s)'s entire Interest, free and clear of all liens and encumbrances.

ARTICLE 16

S Corporation Election

Notwithstanding any provision in this Agreement to the contrary, in the event an election is made by the Company and all of the Members pursuant to Code §1362 for the Company to be treated as an "S corporation," then any distribution made, and any allocation of profits and losses, by the Company shall be made to the Members in proportion to their relative Membership Units. In addition, notwithstanding any provision in this Agreement to the contrary, if such election is made, the Members hereby agree that no transfer of any Interest will be made if such transfer would terminate such election.

ARTICLE 17

Books of Account

17.1 Reports. It is the intent of the Members that this Section 17.1 govern the records and information to be maintained by the Company and/or provided to the Members, in lieu of Section 14-11-313 of the Act. The Company shall keep proper and complete books of account, at all times during its continuance, and such books shall be open to the inspection of any Member at any time during reasonable business hours. As soon as reasonably practicable after the end of each calendar year, each Member shall be furnished with a copy of the financial statements of the Company for the year including a statement of revenue and expenses, a balance sheet as of the end of such year, and a statement showing the amounts allocated to said Member pursuant to this Agreement during or in respect of such year, and any items of income, expense or credit allocated to him for purposes of the Code pursuant to this Agreement. At any time and from time to time while the Company continues and until its complete liquidation (but only during reasonable business hours), each Member may fully examine and audit the Company's books, records, accounts and assets, including bank balances, and to this end may cause such examination or audit to be made by any qualified accountant employed by him at his expense. At any time or from time to time ten percent (10%) or more in interest of the Members may, by notice in writing to the Company, require the Company to prepare and, within thirty (30) days of the receipt of such notice, distribute to all Members a balance sheet of the Company as of a date not more than thirty (30) days prior to such date of receipt.

2. Tax Returns. The Members shall prepare, or shall cause the Company's accountants to prepare, all income and other tax returns of the Company and shall cause the same to be

timely filed. The Company shall furnish to each Member a copy of each such return upon request.

3. Accounting Year. The books and records of the Company shall be maintained on a calendar year basis, unless otherwise approved by a majority in interest of all Members.

ARTICLE 18

Certificates for Members

1. Certificates. The Members shall cause to be executed and delivered to each Member a certificate representing the interest in the Company owned by him. Such certificates shall be consecutively numbered or otherwise identified, and the name and address of the person to whom they are issued, together with the Membership Units and date of issue, shall be entered on the transfer books of the Company.

2. Transfer of Interest. Transfer of a Member's Interest in the Company shall be effective, for the purpose of determining the record holder thereof, only when properly entered on the certificate transfer books of the Company by the appropriate officer/agent upon the direction of the record owner thereof or by his properly authorized legal representative.

3. Lost Certificates. The Members or officers shall issue a new certificate in place of any certificate claimed to have been lost or destroyed, upon receipt of the affidavit of the record holder that such certificate has been in fact lost or destroyed, and upon receipt of such bond or security as a majority in interest of the Members may deem necessary to protect the Company against any claim made in respect to the lost or destroyed certificate.

4. Transfer Limitation. Each certificate shall bear written notice that transfer of such certificate is subject to restrictions in this Agreement. Each certificate shall also bear the following notice:

> The transfer of the interest represented by this certificate has not been registered under the Securities Act of 1933, as amended (the "Act"), or any applicable state securities law. The interest has been acquired for investment and not with a view to or for resale in connection with the distribution thereof. No disposition of the interest may be made in the absence of an effective registration statement under the Act and any applicable state securities laws or unless the holder hereof has shown to the issuer's satisfaction, by an opinion of counsel acceptable to the issuer if requested by the issuer, that such disposition without registration is in compliance with the Act and any applicable state securities laws.
>
> Transfer of this interest is subject to restrictions in the Operating Agreement of the Company.

ARTICLE 19

Representations of Members

1. Representation. Each Member executing this Agreement represents and warrants to the other Members and the Company that the Company interest purchased by him is being purchased for his own account with the intent of holding it for investment and without the intent of participating directly or indirectly in a distribution of such interest. Such representation and

warranty shall not be deemed to be limited or qualified in any way by any other provisions of this Agreement.

2. Acknowledgment of Restrictions. Each Member hereby acknowledges that he must bear the economic risk of an investment in the Company for an indefinite period of time because the interests in the Company have not been registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, or any other state securities law and may not be transferred or resold unless subsequently registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, and any other applicable state securities law or unless an exemption from such registration is available.

3. Restrictions on Transfer. Each Member hereby represents and warrants to the Company and the other Members and agrees with the Company and the other Members that he shall not sell, offer for sale, assign, transfer, hypothecate, or otherwise dispose of, or offer to dispose of, his interest in the Company except in a transaction which is registered under the Securities Act of 1933, as amended, the Georgia Uniform Securities Act of 2008, as amended, and any other applicable state securities law unless he provides the Company with an opinion of counsel, which opinion and counsel are acceptable to a majority in interest of the Members, that such registration is not required. The restrictions on transfer set forth in this Article 19 are in addition to and shall in no way be deemed to be limited by Article 13 hereof or by any other provision of this Agreement.

ARTICLE 20

[Reserved]

ARTICLE 21
Other Definitions

For the purpose of this Agreement, the following terms have the following meanings;

1. Affiliate. "Affiliate" means, in relation to the Person being referred to, any Person which directly or indirectly (whether through interposed entities or otherwise) controls, or is controlled by, the Person being referred to. For this purpose, "Control" means the possession of power to direct, or cause direction of, the management or policies of an entity (whether directly or indirectly, and whether through ownership of voting or other securities or other equity interests, or contracts, rights or otherwise).

2. Certain Pronouns. The pronouns "he", "his", "him", or "who", with "Member" as the antecedent, shall be deemed to refer also to a Member who is a woman, a partnership, a joint venture, an association, a corporation, a limited liability company, a trust, or an estate.

3. Code and Regulations. "Code" means the Internal Revenue Code of 1986, as amended. "Regulations" means the Income Tax Regulations promulgated by the U.S. Treasury Department, as amended.

4. Person. "Person" means an individual, partnership, joint venture, association, corporation, limited liability company, trust, or estate.

ARTICLE 22

Miscellaneous

1. Amendment. This Agreement may be amended at any time or from time to time only by the unanimous consent of the Members and only in writing.

2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (a) restraining and enjoining any act which would constitute a breach or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Georgia.

6. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

8. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the state or federal courts in the state of Georgia. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All Members agree that service of any process, summons, notice or document by U.S. registered mail to the Member's last known address on the records of the Company shall be effective service of process for any action, suit, or proceeding brought in any such court.

9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

ARTICLE 23

Attorney's Representations

The parties all acknowledge that STEWART, MELVIN AND FROST, LLP ("SMF") prepared this Agreement on behalf of and in the course of its representation of the Company, and that:

(a) THE PARTIES HAVE BEEN ADVISED BY SMF THAT A CONFLICT EXISTS AMONG THEIR INDIVIDUAL INTERESTS; AND

(b) THE PARTIES HAVE BEEN ADVISED BY SMF OF THEIR OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL; AND

(c) THE PARTIES HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, or have caused their duly authorized officer or agent to execute this Agreement, with the intent to be effective as of the day and year first above written.

MEMBERS:

____________________________(SEAL)
Todd Robson

HHRPM L.L.C

By:__________________________(SEAL)
Title: owner, Henry Moen

4883-5541-2422, v. 1

October 19, 2011

ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY

The name of the Limited Liability Company is:
Valiant Automotive LLC

The principal mailing address of the Limited Liability Company is:
123 Bear Creek Lane
Bogart, GA 30622

The Registered Agent is:
David Elder
123 Bear Creek Lane
Bogart, GA 30622
County: Jackson

The name and address of each organizer(s) are:
David Elder
123 Bear Creek Lane
Bogart, GA 30622

The optional provisions are:
No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):	**Date:**
Attorney-in-Fact, Alec R Hodson	October 19, 2011

PLANNING AND ZONING DEPARTMENT 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating $250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**_____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): __________ Office: __________

Dollar Amount: __________ Date of Contribution: __________

Applicant's/Owner's Signature: [signature] **Date:** 06/19/25

Applicant's/Owner's Name (Printed): David W. Elder

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

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I have**____ I have not__X__

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): ____________________ Office: ____________________

Dollar Amount: ____________________ Date of Contribution: ____________________

Applicant's/Owner's Signature: [signature] **Date:** 11/19/24

Applicant's/Owner's Name (Printed): Henry Moen