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**Secretary of State**  
**Business Information and Services**  
**Suite 315, West Tower**  
**2 Martin Luther King Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER : 9701448  
EFFECTIVE DATE : 12/24/1996  
COUNTY : FULTON  
REFERENCE : 0093  
PRINT DATE : 01/13/1997  
FORM NUMBER : 356

CYNTHIA M. GREEN E  
303 PEACHTREE STREET, SUITE 5300  
ATLANTA GA 30308

**CERTIFICATE OF ORGANIZATION**

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

**GOODWORKS INTERNATIONAL, LLC**  
**A GEORGIA LIMITED LIABILITY COMPANY**

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

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

RECORDED  
2001 JUN 17 13

*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE



**ARTICLES OF ORGANIZATION**  
**OF**  
**GOODWORKS INTERNATIONAL, LLC**

**Article I.**

The name of the limited liability company (the "Company") is:

**GOODWORKS INTERNATIONAL, LLC**

**Article II.**

The address of the Company's initial registered office is 303 Peachtree Street, Suite 5300, Atlanta, Fulton County, Georgia 30308, and its initial registered agent at that address is Edgar H. Sims.

**Article III.**

The address of the initial principal office of the Company is 303 Peachtree Street, Suite 4700, Atlanta, Fulton County, Georgia 30308.

**Article IV.**

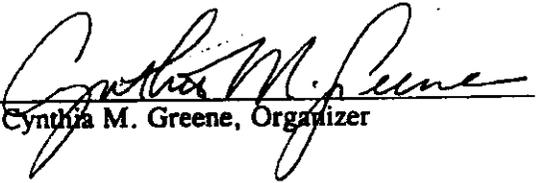
Management of the Company shall be vested in one or more Managers, who shall be elected pursuant to the Operating Agreement of the Company.

**Article V.**

The name and address of the organizer of the Company is set forth below:

Cynthia M. Greene, Esq.  
Long, Aldridge & Norman, LLP  
303 Peachtree Street  
Suite 5300  
Atlanta, Georgia 30308

IN WITNESS WHEREOF, the organizer for the Company has executed these Articles of Organization as of the 23 day of December, 1996.

By:   
Cynthia M. Greene, Organizer

SECRETARY OF STATE  
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**OPERATING AGREEMENT**  
**FOR**  
**GOODWORKS INTERNATIONAL, LLC**

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**OPERATING AGREEMENT**  
**FOR**  
**GOODWORKS INTERNATIONAL, LLC**

**THIS OPERATING AGREEMENT** is made and entered into as of the 18th day of April, 1997, by and among Andrew Young ("Young"), William Hamilton Jordan ("Jordan"), Carlton A. Masters ("Masters"), R. William Ide, III ("Ide") and each Person who shall hereafter be admitted as a Member of GoodWorks International, LLC (individually a "Member," and collectively "Members").

**WITNESSETH:**

**WHEREAS**, the Members have created a Georgia limited liability company;

**WHEREAS**, the Members desire to have no liability to third parties to the fullest extent provided under the Georgia Limited Liability Company Act;

**WHEREAS**, the Members desire that the Company be taxed as a partnership under the Internal Revenue Code of 1986, as amended; and

**WHEREAS**, the Members desire to set forth guidelines regarding the operations of the Company and certain other matters;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

**1.1 Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following respective meanings:

"Act" means the Georgia Limited Liability Company Act, O.C.G.A., Title 14, Chapter 11.

"Affiliate" means a Person or Persons who: (i) directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with the Person(s) in question, or (ii) is an officer, director, or shareholder of the Person(s) in question. The term "control," as used in the immediately preceding sentence, means, with respect to a Person that is a corporation, the right to the exercise, directly or indirectly, of more than 50% of the voting rights attributable to the shares of such

controlled corporation and, with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such controlled Person.

**"Articles of Organization"** means the Articles of Organization of the Company required to be filed pursuant to the Act.

**"Available Cash"** means all cash of the Company on hand as of any given time after the payment of all then due debts and liabilities of the Company and after any prepayments of any debts and liabilities of the Company that the Manager deems appropriate to cause the Company to make, less any reserves deemed necessary by the Manager, consistent with the provisions of this Agreement, for (a) the repayment of any debts or liabilities of the Company, (b) the working capital or other requirements of the Company, and (c) any contingent or unforeseen liabilities of the Company.

**"Business"** means any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the Act, including investing in, owning and otherwise dealing in real property and interests therein.

**"Capital Account"** of a Member means a capital account established, maintained, and adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv). Consistent therewith, each Member's Capital Account will be adjusted from time to time pursuant to Article 6 hereof, the purpose of which is to set forth certain operating rules for the allocation of book items of income, gain, loss and deduction for Capital Account purposes. The provisions of Article 6 hereof shall be construed in a manner consistent with Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Accounts shall not be adjusted for items as they are computed and allocated to the Members for federal income tax purposes. Upon the Transfer hereunder of all or part of a Member's Company Interest, other than a Transfer that terminates the Company as a partnership within the meaning of Code Section 708(b)(1)(B), the Capital Account of the transferor Member that is attributable to the transferred Company Interest will carry over to the transferee Member. In the event of a Transfer of all or part of a Member's Company Interest that causes a termination of the Company as a partnership within the meaning of Code Section 708(b)(1)(B), the Members' Capital Accounts will be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(1).

**"Capital Ratio"** means at any particular time, with respect to a Member, the ratio of such Member's capital contributions to the total capital contributions of all Members.

**"Code"** means the Internal Revenue Code of 1986, as amended, including effective date and transition rules (whether or not codified), and any successor thereto. Any reference to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of succeeding law.

**"Company"** means GoodWorks International, LLC, a Georgia limited liability company.

**"Company Interest"** means a limited liability company interest in the Company. The term "limited liability company interest," as used in the immediately preceding sentence, shall have the meaning set forth in Section 14-11-101(13) of the Act.

**"Economic Interest"** means a Person's share of one or more of the Company's Net Profits, Net Losses or distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the management of the Business of the Company.

**"Fiscal Quarter"** means a calendar quarter.

**"Fiscal Year"** of the Company means the calendar year.

**"Initial Members"** means Young, Jordan, Masters and Ide.

**"Managers"** shall mean Young, Jordan and Masters, and such other person(s) who shall become manager(s) of the Company pursuant to Article 3 hereof. The Managers shall have those duties and powers described in Article 3.

**"Members"** shall mean each of Young, Jordan, Masters, Ide, and any other Person who is admitted to the Company as an additional Member in accordance with the provisions of Sections 4.4 and 4.5, or as a substituted Member in accordance with Section 10.3 hereof.

**"Net Profits"** and **"Net Losses"** mean the Company's taxable income or loss determined in accordance with Code Section 703(a) for each of its Fiscal Years (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss) with the following adjustments: (i) such Net Profits and Net Losses will be computed as if items of tax-exempt income and nondeductible, noncapital expenditures (under Code Section 705(a)(1)(B) and 705(a)(2)(B)) were included in the computation of taxable income or loss; (ii) that any items specially allocated pursuant to Article 6 hereof shall not be taken into account in computing Net Profits or Net Losses; (iii) if any Member contributes property to the Company with an initial book value to the Company different from its adjusted basis for federal income tax purposes to the Company, or if Company property is revalued in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) or as otherwise required by the Regulations, Net Profits and Net Losses will be computed as if the initial adjusted basis for federal income tax purposes to the Company of such contributed or revalued property equaled its initial book value to the Company as of the date of contribution or revaluation; and (iv) credits or debits to Capital Accounts due to a revaluation of Company assets in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), or due to a distribution of noncash assets as provided in Section 12.2 hereof, will be taken into account as gain or loss from the disposition of such assets for purposes of computing Net Profits and Net Losses.

**"Person"** means an individual, partnership, limited liability company, joint venture, association, corporation, trust or any other legal entity.

**"Securities Act"** means the Securities Act of 1933, as amended.

**"Tax Decisions"** means the determination: (a) based on advice of counsel, to amend the provisions of this Agreement to the minimum extent necessary to ensure that the allocations set forth in Article 6 hereof for federal income tax and Capital Account purposes are respected by the Internal Revenue Service and otherwise remain in compliance with applicable law; (b) to make any election under the Code

including, without limitation, an election under Code Section 754; <sup>®</sup> to change the accounting method or Fiscal Year of the Company for tax purposes; (d) to cause a revaluation of the Company's assets, consistent with Treasury Regulations Section 1.704-1(b)(2)(iv)(f); and (e) of any other matter relating to Company tax accounting or other tax issues.

**"Transfer"** means any sale, assignment, conveyance, transfer, liquidation, encumbrance or alienation of a Company Interest.

**1.2 Interpretation.** The terms defined in this Article 1 shall include the plural as well as the singular. Other capitalized terms used in this Agreement and not defined in this Article 1 shall have the meanings ascribed to such terms elsewhere in this Agreement. Some lower case terms that appear throughout this Agreement also appear above in this Article 1 and elsewhere in this Agreement as capitalized terms. Only when such terms appear as capitalized terms shall such terms have the meanings ascribed to such capitalized terms in this Agreement.

## **ARTICLE 2 THE LIMITED LIABILITY COMPANY**

**2.1 Formation.** The Members have formed a limited liability company, subject to the provisions of the Act. The creation of the Company became effective upon the filing of Articles of Organization with the Secretary of State of Georgia. It is the Members' intention that the Company constitute a partnership for purposes of federal income taxation.

**2.2 Filing.** The Members have caused Articles of Organization to be filed with the Secretary of State of Georgia. Members shall execute such further documents (including amendments to the Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and countries where the Company may conduct its Business.

**2.3 Name.** The name of the Company is "GoodWorks International, LLC."

**2.4 Place of Business.** The location of the Company's principal place of business shall be 303 Peachtree Street, Suite 4700, Atlanta, Georgia 30308, or such other place as the Members may from time to time select.

**2.5 Registered Office; Registered Agent.** The Company's registered agent in Georgia shall be Edgar H. Sims, Jr. or such other Person as the Members may from time to time select. The registered office of the Company shall be the office of Long Aldridge Norman LLP, 303 Peachtree Street, Suite 5300, Atlanta, Georgia 30308.

**2.6 The Members.** The name and address of each Member are as set forth on the signature page hereof.

**ARTICLE 3  
MANAGEMENT**

**3.1 Management of Business.** Except as otherwise provided herein, the Company's Business and affairs shall be managed by three (3) Managers. Except as otherwise provided herein, all decisions to be made or actions to be taken on behalf of the Company shall be made by majority vote of the Managers. If, at any time, the Managers are unable to agree with respect to a particular matter, that matter shall be determined by majority vote of the Members.

**3.2 Officers.** The Managers shall from time to time elect such officers of the Company as they shall decide. Officers may, but need not, be affiliated with any Member. Any individual may hold one or more office. The initial officers of the Company shall be:

Carlton A. Masters	President, Chief Executive Officer
Andrew Young	Co-Chairman
William Hamilton Jordan	Co-Chairman
Edgar H. Sims, Jr.	Secretary/Treasurer

**3.3 Election of Manager.**

(a) Young, Jordan and Masters shall be the initial Managers of the Company.

(b) Each of Young, Jordan and Masters shall serve in such office until his (i) death, resignation, removal or disability and (ii) a new Manager is appointed by majority vote of the Company Interests of the Members.

(c) Any vacancy in office resulting from any cause may be filled by majority vote of the Company Interests of the Members.

**3.4 Powers and Duties of Managers.** The Managers shall be responsible for general supervision of the policies of the Company and general and active management of the financial affairs of the Company. Except as otherwise provided herein, they shall have the power to make and execute contracts on behalf of the Company and to delegate such power to others. They also shall have such powers and perform such duties as are specifically imposed on them by law.

**3.5 Related Party Transactions.** The Company may employ and deal with any Member or any Affiliate of any Member for the performance of services or the purchase of goods or property or the leasing of same. Neither the Company nor any Member shall have any rights in or to any income or profits derived by any Member or Affiliate from such other ventures or businesses as a result of entering into this Agreement.

**ARTICLE 4**  
**CAPITAL CONTRIBUTIONS; VOTING RIGHTS**

**4.1 Capital Contributions.**

- (a) As his initial capital contribution, Young shall contribute \$300.00 to the Company.
- (b) As his initial capital contribution, Jordan shall contribute \$300.00 to the Company.
- (c) As his initial capital contribution, Masters shall contribute \$300.00 to the Company.
- (d) As his initial capital contribution, Ide shall contribute \$100.00 to the Company.

**4.2 Additional Capital Contributions.** Upon the unanimous approval of the Managers, the Members shall be obligated to make additional contributions to the Company's capital. The amount of such additional capital contribution shall be determined by a unanimous vote of the Managers and shall be contributed by the Members in proportion to their respective Company Interests, unless determined otherwise by a unanimous vote of the Managers. No Members shall be permitted to make any additional contribution to the Company's capital without the unanimous vote of the Managers.

**4.3 Voting Rights.** All voting rights shall be vested in the Members, in accordance with their respective Company Interests, from time to time.

**4.4 Approval Rights in Connection with Fundamental Actions.** The following actions shall require approval by all of the Managers:

- (a) the dissolution of the Company;
- (b) the merger or consolidation of the Company with or into another entity;
- (c) the sale, exchange, lease or other transfer of all or substantially all of the assets of the Company;
- (d) the admission of any new member of the Company; and
- (e) an amendment to the Articles of Organization of the Company other than to change the name of the Company.

**4.5 Additional Members.** Additional Members may be admitted to the Company as provided herein, upon such additional terms and conditions as may be approved by unanimous vote of the Managers; provided, however, no Person shall be admitted as an additional Member unless and until such Person has first agreed to be bound by this Agreement in writing in form and substance satisfactory to the Managers.

**4.6 Representation.** Each Member represents that he or she is acquiring a Company Interest for investment purposes only for her own account and not with a view to further distribution or transfer.

## **ARTICLE 5 DISTRIBUTIONS**

**5.1 Distributions.** From time to time, as determined by the Managers, the Company's Available Cash may be distributed to the Members. It is the intent of the parties that Available Cash be distributed no less often than semi-annually. Except as otherwise provided herein, all distributions of Available Cash shall be made to the Members in accordance with their respective Company Interests.

**5.2 Distributions Upon Dissolution.** Notwithstanding anything herein to the contrary, upon the occurrence of an event of dissolution as provided in Section 11.1 hereof, cash distributions occurring in connection with such event of dissolution and thereafter shall be made in accordance with Article 12 hereof.

**5.3 Distributions After the Fiscal Year End.** The Managers may, to the extent consistent with this Article 5, elect to have distributions made after the end of a Fiscal Year relate back to such Fiscal Year, provided, however, that any such distribution must be made within thirty (30) days after the end of such Fiscal Year.

## **ARTICLE 6 ADJUSTMENT OF CAPITAL ACCOUNTS AND PROFITS AND LOSSES**

**6.1 General Tax Allocations.** As of the end of each Fiscal Year, and after giving effect to the special tax allocations set forth in Section 6.2, Net Profits and Net Losses shall be allocated among the Members for Capital Account and federal income tax purposes in accordance with their respective Company Interests.

**6.2 Special Allocations.** At the end of each Fiscal Year and notwithstanding any provision of Section 6.1, the following special allocations shall be made for both Capital Account and for federal income tax purposes unless otherwise provided:

(a) In accordance with the ordering rules of Treasury Regulation Section 1.704-2(j), items of gross income and realized gain first shall be allocated in an amount and in a manner that complies with the "chargeback" requirement of Treasury Regulation Section 1.704-2(i)(4), the "qualified income offset" requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d), and the "minimum gain chargeback" requirement of Treasury Regulation Section 1.704-2(f). Further, any "partner nonrecourse deductions" within the meaning of Treasury Regulation Section 1.704-2(i)(2) attributable to "partner nonrecourse debt" shall be allocated to the Member who bears the "economic risk of loss" for such debt in accordance with Treasury Regulation Section 1.704-2(i). Any losses in excess of the losses allowable to the Members pursuant to the Treasury Regulations promulgated under Code Section 704(b) shall first be allocated to the extent allowable hereunder to Members who are not precluded from receiving such allocations by the preceding provisions of this subparagraph (i), if any, and shall thereafter be allocated as provided in Section 6.1.

(b) If a taxing authority ignores the characterization of any amounts paid to a Member (or an Affiliate thereof) as salaries, management fees, commissions, interest or other compensation

for services ("Compensation"), and refuses to treat such payments as either guaranteed payments within the meaning of Code Section 707(c) or payments made to such Member other than in such Member's capacity as a "partner" within the meaning of Code Section 707(a), and such taxing authority ultimately treats such amounts paid to a Member (or an affiliate thereto) as a distribution to such Member for federal income tax purposes which reduces such Member's Capital Account, then the Compensation shall be treated as an allocation of an item of income or gain of the Company to the recipient Member so that, consistent with the intent of the Members, the Compensation shall not be treated as a distribution which reduces the recipient Member's Capital Account. Accordingly, such Member shall be allocated the first available items of Company income and gain (including in a succeeding year) in an amount equal to the Compensation.

(c) If the Company owns (x) any property contributed by a Member that had a fair market value different from its adjusted basis for federal income tax purposes on the date of the contribution, or (y) any property that has been revalued pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f), then for federal income tax purposes only and not for Capital Account purposes, any income, gain, loss or deduction with respect to such property shall be allocated among the Members in accordance with Code Section 704(c) and the Treasury Regulations thereunder.

**6.3 Tax Items.** Except as otherwise provided herein, any allocation to a Member of a portion of the Net Profits or Net Losses for a Fiscal Year (or other relevant period) will be deemed to be an allocation to that Member of the same proportionate part of each item of income, gain, loss, deduction or credit that is earned, realized or available by or to the Company for federal income tax purposes.

**6.4 Partial Year Allocations.** In the event that a Member is admitted to the Company during the Company's Fiscal Year, or all or a portion of a Member's Company Interest is transferred during the Company's Fiscal Year, Net Profits and Net Losses shall be allocated to the admitted or transferee Member in any manner permitted by Code Section 706 or the Treasury Regulations thereunder, as the Managers shall determine in their discretion. Allocations made in this Article 6 shall be made to each holder of a Company Interest whether or not the holder is a substituted Member.

**6.5 Allocations and Distributions Upon Dissolution.** When the Company is dissolved and wound-up pursuant to Article 12 hereof, all items of income, gain, loss and deduction not previously allocated shall be allocated to the Members pursuant to this Article 6. It is the intent of the parties hereto that after the allocations described in the previous sentence are made and the final cash distribution referred to in Section 12.1(d) hereof is made, that such actions will result in the Capital Account balances of the Members equaling zero following the dissolution of the Company. The allocation and distribution provisions of Articles 5 and 6, as well as the provisions of Article 12 hereof, shall be construed in such a way in order to achieve this result. Notwithstanding anything in this Agreement to the contrary, no Member shall be obligated to restore any negative balance in his Capital Account upon the dissolution of the Company, the Transfer of all or any portion of his Company Interest, or otherwise.

**ARTICLE 7  
LIMITATION ON LIABILITY AND INDEMNIFICATION**

**7.1 Limitation on Liability.** No Member, Manager, other Company officer or any of their Affiliates shall be liable to the Company or any other Member, Manager, other Company officer or any of their Affiliates for any loss or damage sustained by any of them, except loss or damage resulting from intentional misconduct or a knowing violation of law or a transaction for which such Person received a personal benefit in violation or breach of any provision of this Agreement.

**7.2 Indemnification.** The Company shall indemnify and hold harmless the Members, Managers, other Company officers and their Affiliates from and against any and all claims and demands whatsoever arising in connection with the Company to the fullest extent provided by Section 14-11-306 of the Act and applicable law.

**ARTICLE 8  
COMPENSATION AND REIMBURSEMENTS**

**8.1 Compensation.** Except as otherwise provided herein or approved by the Managers, no Manager, Member, or Affiliate or officer thereof shall be entitled to compensation in connection with rendering its services to the Company.

**8.2 Reimbursement of Members.** The Company shall reimburse Members and their Affiliates for all direct out-of-pocket expenses and costs incurred in connection with rendering services to the Company, that are approved by the Managers.

**ARTICLE 9  
ACCOUNTING, BOOKS AND RECORDS**

**9.1 Accounting Method.** The Company will maintain its books and records on such basis of accounting as the Managers shall determine.

**9.2 Books and Records.** The Company shall keep, at Company expense, full, complete and accurate books of account and other records showing the assets, liabilities, costs, expenditures, receipts and such other matters as are required by the Code. Such books of account will be the property of the Company, will be kept in accordance with sound accounting principles and procedures consistently applied and will be open to the reasonable inspection and examination by the Members and their duly authorized representatives. Such books of account will be maintained at the principal office of the Company, or at such other place as the Managers determine.

**9.3 Financial Statements.** Within sixty (60) days following the end of the first Fiscal Quarter of the Company, and within ninety (90) days following the end of each Fiscal Year of the Company, the Managers shall cause to be prepared and delivered to each Member unaudited financial statements of the Company for such Fiscal Quarter and Fiscal Year.

**9.4 Tax Returns.** The Managers shall cause the Company's tax returns and other governmental returns and reports to be prepared and timely filed. The Managers shall deliver copies of Schedule K-1 of Form 1065 (or a comparable schedule) and other necessary tax information for each Fiscal Year to each Member no later than sixty (60) days after the end of each Fiscal Year, or such later date as may be otherwise agreed to by the Members.

**9.5 Tax Matters Person.** Carlton A. Masters is hereby designated the Tax Matters Person of the Company, as provided in Treasury Regulations pursuant to Code Section 6231. The Tax Matters Person shall represent the Company (at the expense of the Company) in connection with all examinations of the affairs of the Company by any foreign, federal, state, or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith.

## **ARTICLE 10 TRANSFERS AND ASSIGNMENTS**

**10.1 Transfers Generally.** No Member shall make any Transfer of any or all of its Company Interest without the prior written consent of all Managers. Any attempted Transfer of all or any portion of its Company Interest other than as permitted hereunder shall be null and void and shall have no effect whatsoever.

### **10.2 Right of First Refusal.**

(a) No Member may attempt to sell, assign, transfer or convey all or any part of her interest in the Company to a non-Affiliate third party without first making the offer set forth in Subsection 10.2(b) hereof.

(b) In the event any Member desires to sell, assign, transfer or convey all or any part of her interest in the Company and has received a bona fide offer from an unrelated third party (the "Third Party Offeror") to purchase such interest (the "Purchase Offer"), such Member (the "Selling Member") shall deliver notice of such intent and the terms of the Purchase Offer to the other Members. Along with such notice, the Selling Member shall offer to sell such interest to the other Members on the same terms and conditions as are contained in the Purchase Offer; provided, however, that if the consideration for the interest set forth in the Purchase Offer includes securities or real or personal property, the other Members may substitute cash therefor in the amount of the fair market value of such securities or property. The other Members shall have the right to purchase the Selling Member's interest in the Company pro rata, based upon the positive balances of their Capital Accounts or any other division mutually acceptable to the other Members. The other Members shall accept or reject such offer within thirty (30) days after receipt of notice thereof, and any sale of the Selling Member's interest to the other Members shall be closed within thirty (30) days after tender of such acceptance. Sale to the other Members shall be conditioned upon acceptance of the offer by the other Members in its entirety, and if the other Members do not accept such offer within thirty (30) days after receipt thereof, the Selling Member may sell, assign, transfer or convey its interest in the Company to the Third Party Offeror pursuant to the terms of the Purchase Offer and Section 10.3 below; provided, however, that if such sale, assignment, transfer or conveyance is not closed within sixty (60) days after the date on which the Selling

Member became free to sell its interest to the Third Party Offeror, the Selling Member and its remaining interest shall again be fully subject to the provisions of this Section 10.2. No assignment, transfer or conveyance to a third party made pursuant to this Subsection 10.2(b) will be binding upon the Company or the other Members until the other Members have received a certified copy of the agreement effecting such assignment, transfer or conveyance and such third party agrees in writing to be bound by the terms and conditions of this Operating Agreement, as it may hereafter be amended

**10.3 Conditions of Transfer.** No transferee of any Company Interest will become a substituted Member until the following conditions have been satisfied:

- (a) the unanimous consent of the Managers must have been obtained;
- (b) the transferor Member must have executed a written instrument of transfer of such Company Interests in form and substance satisfactory to the Managers;
- (c) the transferee must have executed a written agreement, in form and substance satisfactory to the Managers, to assume all of the duties and obligations of the transferor Member under this Agreement and to be bound by and subject to all of the terms and conditions of this Agreement;
- (d) the transferor Member and the transferee must have executed a written agreement, in form and substance satisfactory to the Managers, to indemnify and hold the Company and the nontransferring Members harmless from and against any loss or liability arising out of the Transfer;
- (e) upon request by the Managers, the transferor must have delivered to the Company a written opinion of counsel for the Company or of other counsel reasonably satisfactory to the Managers (which opinion shall be obtained at the expense of the transferor) that such Transfer will not result in (i) a violation of applicable law or this Agreement, (ii) the Company being classified as an association taxable as a corporation, or (iii) the Company being deemed terminated pursuant to Code Section 708 or any comparable future section of the Code; and
- (f) unless otherwise waived by the nontransferring Members, the transferee or transferor must have paid the expenses incurred by the Company in connection with the admission of the transferee to the Company.

A transferee who does not become a substituted Member will be entitled to receive only that portion of the distributions or allocations to which his transferor would otherwise be entitled. Such transferee will not be entitled to vote on any question regarding the Company, and his Company Interest will not be considered to be outstanding for voting purposes but will be treated as outstanding for Article 6 purposes.

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#### **10.4 Call Right.**

(a) Upon the unanimous approval of all Managers (the "Call Vote"), any Member other than the Initial Members (the "Transferring Member") shall sell and the Company shall purchase all, but not less than all, of the Transferring Member's Company Interest.

(b) The purchase price of any Company Interest purchased pursuant to this Section 10.4 shall be either (i) the amount paid by the Transferring Member to acquire his or her Company Interest or (ii) upon a unanimous vote of all Managers, in their sole discretion, any greater amount.

**10.5 Right to Purchase Residual Rights.** Upon and contemporaneously with any sale or gift of a Member's Economic Interest in the Company, which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the transferring Member, (including, without limitation, the rights of the transferring Member to vote on, consent to or otherwise participate in the management of the Business of the Company), the Company shall purchase from the transferring Member, and the transferring Member shall sell to the Company for a purchase price of \$10.00 all remaining rights and interests retained by the transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

**10.6 Option on Death.** Upon the death of any one of the Members to this Agreement, the Company shall have the option to purchase all the Company Interests owned by the decedent by serving written notice of the exercise of such option on the administrator or executor of the decedent within sixty (60) days after such administrator or executor qualifies. In such event the purchase price shall be the fair market value of such Company Interests as of the end of the month in which such death occurs, such value to be determined by the certified public accountant in charge of the books of the Company. The purchase price shall be payable in cash.

**10.7 Withdrawal.** Except as otherwise set forth in this Agreement no Member may, by voluntary act, withdraw from the Company. If any Member withdraws from the Company, then the remaining Members shall have the automatic right to purchase the withdrawing Member's Company Interest, as the case may be, at the then fair market value. The Member who is withdrawing, resigning or is terminated (the "Withdrawing Member") shall be automatically deemed to have offered the Withdrawing Member's Company Interest to the remaining Members. The remaining Members shall have a period of sixty (60) days after the effective date of termination, withdrawal or resignation of the Withdrawing Member in which to purchase the Withdrawing Member's Company Interest in its entirety for cash or its equivalent. The remaining Members shall have the right to purchase the Withdrawing Member's interest in the Company pro rata, based upon the positive balances of their Capital Accounts or any other division mutually acceptable to the other Members.

### **ARTICLE 11 DISSOLUTION OF COMPANY**

**11.1 Events of Dissolution.** The Company shall continue until the earlier of:

- (a) the affirmative vote of all Members; and
- (b) any event which makes it unlawful for the Business of the Company to be carried on by the Members.

**11.2 Continuance of the Company.** Notwithstanding the foregoing provisions of Section 11.1(b) hereof, the Members have the right to continue the Business of the Company. Such right can be exercised only by unanimous vote of the Members within ninety (90) days after the occurrence of an event in Section 11.1(b). If not so exercised, the right of the Members to continue the Business of the Company shall expire and the Company's affairs shall be wound up, as provided in Article 12 hereof.

## **ARTICLE 12 DISTRIBUTIONS UPON LIQUIDATION**

**12.1 Method of Liquidation.** Upon dissolution of the Company for any reason, the Company shall promptly commence to wind-up its affairs. A reasonable period of time will be allowed for the orderly termination of the Company's Business, the discharge of its liabilities and the distribution or liquidation of its remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Members will cause a full accounting of the assets and liabilities of the Company as of the date of dissolution will be taken and a written statement thereof will be furnished to each Member within sixty (60) days after such date. Such accounting and statement will be prepared under the direction of the Members, or, if they so determine, by a liquidating trustee selected by Members. The Company's property and assets or the proceeds from the liquidation thereof will be applied in the following order of priority:

- (a) payment of the debts and liabilities of the Company, in the order of priority provided by law (excluding any loans by Members or their Affiliates), and payment of the expenses of liquidation;
- (b) payment of any and all loans made by Members or their Affiliates to the Company, plus any accrued but unpaid interest thereon, which amount shall be applied first to interest and then to principal; provided, that in the event the Company's funds are insufficient to satisfy fully all such loans, then all loans made by all Members or their Affiliates shall be repaid on a pro rata basis;
- (c) setting up of such reserves as the Members or liquidating trustee deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligation or liability not then due and payable; provided, any balance of such reserve, at the expiration of such period as the Members or liquidating trustee shall deem advisable, shall be distributed in the manner herein provided; and
- (d) distribution to the Members, on a pro rata basis, of the positive balances of their Capital Accounts, adjusted to the date of distribution.

**12.2 Distributions in Kind.** Any noncash asset to be distributed in kind (as a liquidating distribution or otherwise) to one or more Members will first be valued at its fair market value to determine the gain or loss that would have resulted if such asset were sold for such value, and such gain or loss will then be allocated pursuant to Article 6 hereof, and the Members' Capital Accounts shall be adjusted to reflect such gain or loss. The amount distributed and charged to the Capital Account of each Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member is considered to assume or take subject to under Code Section 752). The Managers or liquidating trustee, as the case may be, shall determine the fair market value of such asset.

**12.3 Certificate of Termination.** Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute and file a Certificate of Termination pursuant to Section 14-11-610 of the Act and take such other actions as may be necessary to terminate the Company.

### **ARTICLE 13 MEETINGS OF MEMBERS**

**13.1 Meetings.** The annual meeting of the Members shall be held each year at the principal place of business of the Company (or at a mutually agreeable location) at a time specified by the Managers on three (3) days notice for the purposes of transacting such business as properly may be brought before the meeting. Members may waive any notice requirement. Subject to any express provision of law, the Certificate of Formation, or this Agreement, the presence, in person or by proxy, of Members holding a majority of the votes shall constitute a quorum for the transaction of business at all meetings. Members may also agree to conduct such meetings by telephone conference.

**13.2 Proxy.** Any Member may grant any other Person a proxy to vote in its or his stead.

### **ARTICLE 14 MISCELLANEOUS**

**14.1 Amendments.** No amendment to this Agreement or to the Articles of Organization shall be effective until it has been approved in writing by all Managers. Oral amendments that are not otherwise set forth in writing shall have no effect.

**14.2 Additional Documents.** At any time and from time to time after the date of this Agreement, the Members shall do and perform, or cause to be done and performed, all such additional acts and deeds, and shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such additional instruments and documents, as are required to best effectuate the purposes and intent of this Agreement.

**14.3 Notices.** Any notices or other communications required or permitted by this Agreement must be in writing and shall be deemed to have been duly given and delivered when delivered in Person or when mailed postage prepaid to the recipient Member(s) at the most recent address of the recipient Member as shown on the records of the Company (or to such other address of which the Company

subsequently has been notified in writing by such Member). Any Member may change his or its address by giving notice to the other Members.

**14.4 Applicable Law.** This Agreement is to be governed by, construed under, and enforced and interpreted in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of law of Georgia or any other jurisdiction.

**14.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. No waiver of any provision hereof will be valid or binding on the parties hereto, unless such waiver is in writing and signed by or on behalf of the parties hereto, and no waiver on one occasion shall be deemed to be a waiver of the same or any other provision hereof in the future.

**14.6 Severability.** If any term or provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the remainder of this Agreement.

**14.7 Successors.** Subject to the provisions hereof imposing limitations and conditions upon the transfer, sale or other disposition of the Members' Company Interests, all the provisions hereof will inure to the benefit of and be binding upon the successors, legal representatives and assigns of the parties hereto.

**14.8 Arbitration.** Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise in the course of this implementation of this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held in Atlanta, Georgia in accordance with the Commercial Arbitration Rules as amended from time to time and in effect (the "Rules"), of the American Arbitration Association. The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Georgia excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. Nothing herein shall prevent either party from seeking injunctive relief or specific performance.

**14.9 Counterparts.** This Agreement can be executed in counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts will together constitute one and the same agreement.

**14.10 Headings.** Article, Section and other headings contained in this Agreement are for reference purposes only and are in no way intended to define, interpret, describe or limit the scope, extent or intent of this Agreement or any provision hereof.

**14.11 Acceptance of Prior Acts by New Members.** Each Person who becomes a Member, by becoming a Member, ratifies, affirms and confirms, and agrees to be bound by, all actions duly taken by the Company, pursuant to the terms of this Agreement, prior to the date such Person becomes a Member.

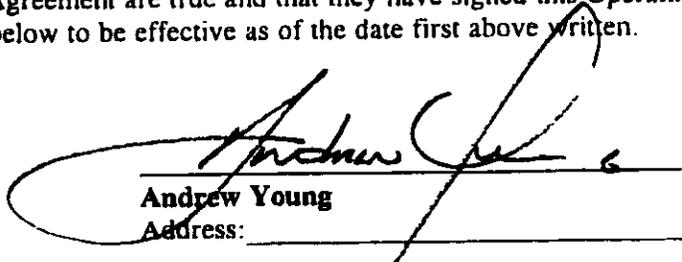
**14.12 Company Property.** The title to all real or personal property (or interests therein) now or hereafter acquired by the Company will be held by and vested in the Company, and not by or in any Member, individually.

**14.13 Gender and Number.** Where the context requires, the use of a pronoun of one gender is to be deemed to include a pronoun of the appropriate gender or the neuter, and singular words are to be deemed to include the plural and vice versa.

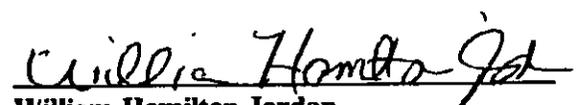
LIMITED LIABILITY COMPANY INTERESTS IN GOODWORKS INTERNATIONAL, LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND HAVE BEEN SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS, INCLUDING PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AND SECTION 4(2) OF THE SECURITIES ACT AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACTS.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

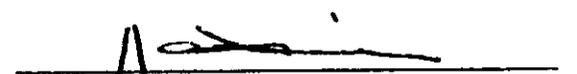
**IN WITNESS WHEREOF**, the parties hereto acknowledge, under penalties of perjury, that the matters and facts set forth in this Operating Agreement are true and that they have signed this Operating Agreement on the respective dates set forth below to be effective as of the date first above written.

  
\_\_\_\_\_  
**Andrew Young**  
Address: \_\_\_\_\_

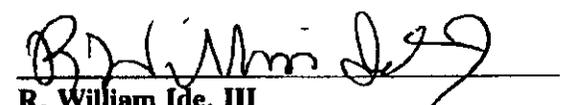
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\_\_\_\_\_  
**William Hamilton Jordan**  
Address: \_\_\_\_\_

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**Carlton A. Masters**  
Address: \_\_\_\_\_

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**R. William Ide, III**  
Address: \_\_\_\_\_

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