

FILED

FEB 04 2021

EXECUTIVE SECRETARY
G.P.S.C.



505 North Toombs Street * Valdosta, Georgia 31601 * Office (229) 244-2099 * Fax (229) 244-2399 * E-mail: info@e-c-group.com

Georgia Public Service Commission
244 Washington St. SW
Atlanta, GA 30312

To Members of the Commission:

Effective December 31, 2020, Articles of merger between ECG, Inc. ("ECG") and NGTelecom, Inc. ("NGTelecom") were approved by the Board of Directors and the shareholders of each entity and a Certificate of Merger was granted by the Georgia Secretary of State on .

ECG and NGTelecom were related entities, the common stock of each corporation is substantially owned by James G. Puckett; ECG, Inc. (60%) and NGTelecom (100%). The balance of the ECG's common stock was equally owned (13.33% each) by three unrelated parties. After the merger, the stock ownership in ECG, the surviving entity will remain substantially the same.

NGTelecom currently provides telecommunications services, broadband, and internet access to customers located in southwest Georgia under CLEC Certificate #L-0329, Docket ID 16496. These services include VoIP, high speed internet access, and co-location services ("Telecommunication Services"). After the merger of NGTelecom into ECG, the surviving corporation will continue to provide these services to the current and future customers of NGTelecom. The Telecommunication Services will be offered and provided by NGTelecom as a division of ECG, Inc., ("NGTelecom, a division of ECG, Inc.").

After the merger Telecommunication services will be offered by NGTelecom, a division of ECG, Inc.; therefore, it is requested that the name on the CLEC Certificate L#-0329 be changed from NGTelecom, Inc. to NGTelecom, a division of ECG, Inc.

The merger certificate has been approved and signed by Georgia Secretary of State. Copies of the merger certificate and Articles of Merger of NGTelecom, Inc. with and into ECG, Inc.

Sincerely,

James G Puckett, President
ECG, Inc.

Customer Notice

We at NGTelecom, Inc. thank you for your loyalty as a customer and allowing us to provide you with service through the years. In the best interest of the company we have decided to merge NGTelecom with our sister corporation ECG, Inc. The merger will be effective on December 31, 2020.

At this time, we want to reassure you there will be no change in the services provided or the billing rates. The billing address will remain the same at 505 N Toombs Street, Valdosta, GA 31601. For all future billings please update your records and make payment to ECG, Inc. instead of NGTelecom, Inc.

Please let us know if you have any questions.

Stephen Rice, Controller
NGTelecom, a division of ECG, Inc.

FILED

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**EXECUTIVE SECRETARY
G.P.S.C.**

STATE OF GEORGIA

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

CERTIFICATE OF MERGER

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia Annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of **12/31/2020**. Attached is a true and correct copy of the said filing.

Surviving Entity:

ECG, INC., a Domestic Profit Corporation

Nonsurviving Entity/Entities:

NGTELECOM, INC., a Domestic Profit Corporation

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **01/08/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF MERGER OF NGTELECOM, INC. WITH AND INTO ECG, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 14-2-1105 (a) of the Georgia Business Corporation Act for the purpose of merging NGTELECOM, INC. a Georgia corporation, with and into ECG, INC., a Georgia corporation.

1. The name of each of the undersigned corporation and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
NGTELECOM, INC.	Georgia
ECG, INC.	Georgia

2. The name which the Surviving Corporation is to have after the merger will be "ECG, INC."
3. This merger is permitted under the laws of the State of Georgia. NGTELECOM, INC. and ECG, INC. have complied with applicable provisions of the laws of the State of Georgia.
4. The AGREEMENT AND PLAN OF MERGER OF NGTELECOM, INC. AND ECG, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.
5. The Board of Directors of ECG, INC. the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent December 16, 2020, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of NGTELECOM, INC., approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 16, 2020, and directed that such document be submitted to a vote of its shareholders. The shareholder of ECG, INC. and NGTELECOM, INC., respectively, duly approved and adopted and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 16, 2020 in the manner prescribed by law.
6. The number of shares outstanding and number shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
ECG, INC.	723.68 shares of no par value common stock ("ECG Common")	723.68
	26,504 shares of no par value common stock ("NGTELECOM, INC. Common")	26,504

There were no shares of ECG, INC. or NGTELECOM, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
ECG, INC.	723.68 ECG Common	None
NGTELECOM, INC.	26,504 NGTELECOM Common	None

8. The Charter of ECG, INC. will not be amended in conjunction with the merger.
9. The ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective at 11:59 p.m., on December 31, 2020, the Delayed Effective Time and Date, pursuant Section 14-2-1105(c) of the Georgia Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, These ARTICLES OF MERGER have been signed by the President and Secretary of ECG, INC. and by the President and Secretary of NGTELECOM, INC., each thereunto duly authorized, as of the 16th day of December, 2020.

ECG, INC.

By: _____
President

(CORPORATE SEAL)

ATTEST:

December 16, 2020 Secretary

NGTELECOM, INC.

By: _____
President

(CORPORATE SEAL)

ATTEST:

December 16, 2020 Secretary

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION
2020 DEC 18 AM 10:27

AGREEMENT AND PLAN OF MERGER OF NGTELECOM, INC. WITH AND INTO ECG, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 16, 2020, by and between NGTELECOM, INC. ("NGTELECOM"), a corporation organized and existing under the laws of the State of Georgia (NGTELECOM being hereinafter sometimes referred to as the "Merging Corporation") and ECG, INC. ("ECG"), a corporation organized and existing under the laws of the State of Georgia (ECG being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each the Constituent Corporation deem it advisable and in the best interests of the Constituent Corporations that NGTELECOM be merged with and into ECG, with ECG being the Surviving Corporation, under and pursuant to the laws of the State of Georgia and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

- 1.1 NGTELECOM shall be merged with and into ECG in accordance with the laws of the State of Georgia. The separate corporate existence of NGTELECOM shall thereby cease, and ECG shall be Surviving Corporation.
- 1.2 The name which the Surviving Corporation is to have after the merger shall be ECG, Inc.
- 1.3 One the Delayed Effective Time and Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Delayed Effective Time and Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal, and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.
- 1.4 From and after the Delayed Effective Time and Date, the Surviving Corporation shall be subject to all duties and liabilities of a corporation organized under the Georgia Business Corporation Code and shall be liable and responsible for all liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person

dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

- 2.1 The merger shall become effective 11:59 p.m.; on December 31, 2020, the Delayed Effective Time and Date pursuant to Section 14-2-1105 (c) of the Georgia Business Corporation Code. The Delayed Effective Time and Date of such effectiveness is hereinafter referred in this Agreement and Plan as the "Effective Time".
- 2.2 Prior to the Effective Time, the Constituent Corporations shall take all action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS DIRECTORS AND OFFICERS

- 3.1 The Articles of Incorporation of ECG, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change in such Articles of Incorporation shall be effected by the merger.
- 3.2 The Bylaws of ECG, as in effect immediately prior to the Effective Time, shall after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with the law, and no change to such Bylaws shall be effected by the merger.
- 3.3 The persons who are the Directors and officers of ECG immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation,

until their successors have been duly elected and qualified in accordance with the laws of the State of Georgia and the Articles of Incorporation and the Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

- 4.1 The Surviving Corporation presently has issued and outstanding Seven Hundred and Twenty-Three Point Sixty Eight (723.68) shares of no par value common stock ("ECG Common"), which shares of ECG Common are the only outstanding shares of the Surviving Corporation.
- 4.2 The Merging Corporation presently has issued and outstanding Twenty-Six Thousand Five Hundred and Five shares (26,504) of no-par value common stock ("NGTELECOM Common"), which shares of NGTELECOM are the only outstanding shares of the Merging Corporation.
- 4.3 At the Effective Time, the sole shareholder of NGTELECOM will exchange Twenty-Six Thousand Five Hundred and Five (26,504) shares of NGTELECOM Common stock for Seventy point Three-Five (70.35) shares of ECG Common stock. No additional cash, shares, securities, or obligations will be distributed or issued upon conversion of NGTELECOM Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of NGTELECOM Common shall be required to surrender the same to the Surviving Corporation for cancellation.

ARTICLE V

MISCELLANEOUS

- 5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with Secretary of State of Georgia of the Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers, or shareholders in respect of this Agreement and Plan.
- 5.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors of Constituent Corporations, all as of the day and year first above written.

NGTELECOM, INC.

By: _____

(CORPORATE SEAL)

ATTEST

December 16, 2020 Secretary

ECG, INC.

By: _____

(CORPORATE SEAL)

ATTEST

December 16, 2020 Secretary

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION
2020 DEC 18 AM 10:28

NOTICE OF MERGER

Notice is given that Articles of Merger which effect a merger by and between NGTelecom, Inc., a Georgia Corporation and ECG, Inc., a Georgia Corporation and had been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the Surviving Corporation in the merger is ECG, Inc., a corporation incorporated in the State of Georgia. The registered office of such corporation is 505 N. Toombs Street, Valdosta, Georgia 31601 and its registered agent at such address is James G. Puckett.

This notice has been submitted along with the appropriate fee to the Valdosta Daily Times for publication of the Notice of Merger between ECG, Inc. and NGTelecom, Inc. as required by OCGA 14-2-1105.1.



James G. Puckett, President
ECG, Inc.

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INTAKE DIVISION
2020 DEC 18 AM 10:28

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

CONTROL NUMBER: 0210553
EFFECTIVE DATE: 02/25/2002
JURISDICTION : GEORGIA
REFERENCE : 0045
PRINT DATE : 03/01/2002
FORM NUMBER : 311

FILED

FEB 04 2021

JAMES G. PUCKETT
102 W. ROGERS ST.
VALDOSTA, GA 31602

EXECUTIVE SECRETARY
G.P.S.C.

CERTIFICATE OF INCORPORATION

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

ECG, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation 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.



Cathy Cox
Secretary of State

Articles of Incorporation
Of
ECG, Inc.

Article 1.

The name of the corporation is ECG, Inc.

Article 2.

The corporation is authorized to issue 500,000 shares.

Article 3.

The street address of the registered office is 102 W Rogers Street, Valdosta, Georgia 31602. The registered agent at such address is James Puckett. The county of the registered office is Lowndes.

Article 4.

The name and address of each incorporator is:

James Puckett
2543 Melrose Drive
Valdosta, GA 31602


Joe Demmons
5495 Danieli Drive
Lake Park, GA 31636

Article 5.

The principal mailing address of the corporation is 102 W Rogers Street, Valdosta, GA 31602.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

This 15th day of February, 2002.


James Puckett
President

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EXECUTIVE SECRETARY
G.P.S.C.

CONSENT TO ORGANIZATION IN LIEU OF AN
ORGANIZATIONAL MEETING
OF
ECG, INC.

The undersigned who is an initial Shareholder of ECG, INC. (hereinafter referred to as the "corporation") do hereby consent to the formation of the corporation as follows:

The Articles of Incorporation were granted to the corporation on the 25th day of February, 2002, by the Secretary of State of the State of Georgia.

A copy of said Articles of Incorporation, duly certified by the Secretary of State of the State of Georgia is attached hereto and hereby unanimously adopted and ordered filed and recorded as part of this consent.

A form of Corporate Book, including Stock Certificates and the stock ledger is hereby adopted as the official stock book and stock certificate form to be used by the corporation.

The By-Laws attached hereto are hereby adopted as the By-Laws for the regulation of the affairs of the corporation.

The seal for the Corporation bearing the following words, to wit: ECG, INC., a Corporate Seal Georgia 2002 is hereby adopted as the seal of the corporation, the impression of which seal appears on the margin of this consent. Furthermore, it is hereby adopted that in the event of the reasonable unavailability of the seal, that the word (seal) shall suffice for all purposes as the seal of the corporation.

The following persons are hereby elected as the directors of the corporation and are to serve until the next annual meeting of the shareholders and until their successors shall be elected and shall qualify, to wit: James G. Puckett and William J. Demmons.

The following persons are hereby elected as the officers of the Corporation to serve until the next annual meeting of the Board of Directors and until their successor shall be elected and shall qualify, to wit:

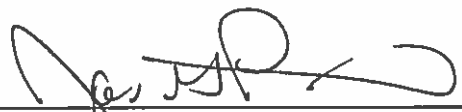
President - James G. Puckett

Secretary/Treasurer - William J. Demmons

It is hereby consented to that the Corporation commence business as of the 1st day of March, 2002, and that all acts heretofore made on behalf of the Corporation be ratified by the Corporation as the act and deed of the Corporation and the Corporation shall bear responsibility therefore.

It is hereby consented to that the President will be allowed to choose a banking depository and will be allowed to execute any banking resolution required by the institution of his choice.

So consented to this the 1st day of March, 2002.



James G. Puckett, as President of
ECG, INC.

STOCK SUBSCRIPTION AGREEMENT

TO: THE BOARD OF DIRECTORS OF ECG, INC.

The undersigned hereby subscribes for 100,000 shares of the No Par Value Stock of your Corporation.

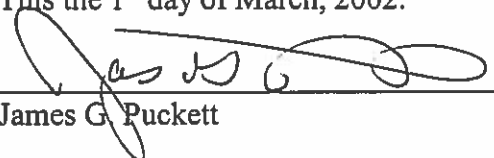
The undersigned hereby understands and acknowledges that the Board of Directors have this date set value upon the shares of \$0.005 per share.

The undersigned hereby tenders herewith the consideration for the shares subscribed.

This subscription shall expire three (3) months from the date hereof unless accepted by the Corporation prior to that time.

I understand and agree that I shall not be entitled to certificates nor shall I be entitled to vote the shares hereby subscribed until such shares are fully paid.

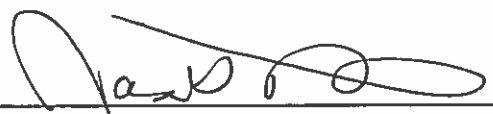
This the 1st day of March, 2002.



James G. Puckett

ACCEPTED:

ECG, INC.

By: 

James G. Puckett
March 1, 2002

STOCK SUBSCRIPTION AGREEMENT

TO: THE BOARD OF DIRECTORS OF ECG, INC.

The undersigned hereby subscribes for 100,000 shares of the No Par Value Stock of your Corporation.


The undersigned hereby understands and acknowledges that the Board of Directors have this date set value upon the shares of \$0.005 per share.

The undersigned hereby tenders herewith the consideration for the shares subscribed.

This subscription shall expire three (3) months from the date hereof unless accepted by the Corporation prior to that time.

I understand and agree that I shall not be entitled to certificates nor shall I be entitled to vote the shares hereby subscribed until such shares are fully paid.


This the 1st day of March, 2002.



William J. Demmons

ACCEPTED:

ECG, INC.

By: 

James G. Puckett
March 1, 2002

BY-LAWS OF
ECG, INC.

ARTICLE ONE
OFFICES

- 1.1 Registered Office. The address of the registered office of the Corporation is located in the City of Valdosta, County of Lowndes, State of Georgia, as more particularly set out in the articles of incorporation; and the name of the registered agent at this address is JAMES G. PUCKETT. However, the registered agent and/or the place of the registered office may be changed from time to time by action of the Board of Directors and the making of such filings with state officials as may be required by law.
- 1.2 Other Offices. The Corporation may have offices at such place or places (within or without the State of Georgia) as the Board of Directors may from time to time designate or the business of the Corporation may require or make desirable.

ARTICLE TWO
SHAREHOLDERS MEETINGS

- 2.1 Meeting Place. All meetings of the Shareholders shall be held at the office of the Corporation in the State of Georgia or at such other place (within or without the State of Georgia) as may be determined by the Board of Directors or the President as shall be designated in the notice of said meeting.
- 2.2 Annual Meetings. The annual meeting of Shareholders of the Corporation shall be held within or without the State of Georgia on the 31st day of January of each year, if not a legal holiday; if a legal holiday, on the next day thereafter which is not a legal holiday, at 3:30 p.m., E.S.T., at which the Shareholders shall elect by a plurality vote a Board of Directors and transact such other business as may be properly brought before the meeting. The time of the meeting to be fixed by the Board of Directors.
- 2.3 Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the President when so directed by the Board of Directors, or when requested in writing by Shareholders owning a majority of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

- 2.4 Notice. Except as otherwise required by statute, or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served, either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by proxy, either before or after such meeting, shall waive such notice. No such waiver of notice of a Shareholders Meeting with respect to a plan of merger or a plan of consolidation, shall be effective unless the provisions of the Official Code of Georgia annotated, Section 14-2-113 (d) are followed. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business. Notice of any adjourned meeting need not be given otherwise than by announcement at the meeting at which the adjournment is taken.
- 2.5 Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite amount of voting stock shall be present. At such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.
- 2.6 Voting. At every meeting of the Shareholders, including (but without limitation of the generality of the foregoing language) meeting of Shareholders for the election of directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting are entitled to vote on the subject matter shall be the act of the Shareholders, except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws.
- 2.7 Consent Action. Whenever the vote of Shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of the Shareholders may be dispensed with when all of the Shareholders, who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken. No such consent shall be effective as approval of a plan of merger or a plan of consolidation unless the provisions of the Official Code of Georgia Annotated Section 14-2-112 (d) are followed.

ARTICLE THREE DIRECTORS

- 3.1 Directors' Control. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed as directed by the Board of Directors. In addition to the powers and authority by these By-Laws expressly conferred upon it, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these By-Laws directed or required to be exercised or done by the Shareholders.
- 3.2 Board of Directors. The initial Board of Directors shall consist of not less than one member, the precise number to be fixed by resolution of the Shareholders from time to time.
- 3.3 Terms of Office for Directors. Each director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election and until a qualified successor shall be elected, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders of the Corporation.
- 3.4 Vacancies. If there be more than one Director and any vacancy shall occur among the directors by reason of death, resignation, incapacity to serve, increase in the number of directors, or otherwise, the remaining directors shall continue to act and such vacancies may be filled by a majority of the directors then in office, though less than a quorum, and, if not theretofore filled by action of the directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.
- 3.5 Meetings. The Board of Directors may hold its meetings at such place or places (within or without the State of Georgia) as it, the Board or the President may from time to time determine and as shall be designated in the notice of said meeting.
- 3.6 Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.
- 3.7 Removal of Director from Office. Any Director may be removed from office, with or without cause, upon the majority vote of the Shareholders, at a meeting with respect to which notice of such purpose is given.

ARTICLE FOUR COMMITTEES

- 4.1 Establishment of Committees.
- (a) The Board of Directors may by resolution adopt by a majority of the entire Board, designate as Executive Committee of three or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors

after the annual meeting of Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation or removal, or until he shall cease to be a Director.

- (b) During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all authority of the Board of Directors; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation or By-Laws of the Corporation; (2) adopting a plan of merger or consolidation; (3) the sale, lease, exchange or other disposition of all or substantially all of the property and assets of the Corporation; and (4) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.
- (c) The Executive Committee shall meet from time to time, on call of the President or any two or more members of the Executive Committee. Meeting of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices or waivers of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of meetings. It shall keep a record of its proceedings and shall report these proceedings to the Board of Directors at the meeting thereof held next after they have been taken, and all such proceedings shall be subject to revision or alternation by the Board of Directors except to the extent that actions shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration.
- (d) The Executive Committee shall act by majority vote of its members.
- (e) The Board of Directors, by resolution adopted in accordance with paragraph (a) of this section, may designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

4.2 Designation of Additional Committees. The Board of Directors, by resolution adopted by a majority of the entire board, may designate one or more additional committees, each committee to consist of two or more of the directors of the corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

4.3 Removal of Committee Members. The Board of Directors shall have the power at any time to remove any member of any committee, with or without cause, and to fill vacancies in and to dissolve any such committee.

ARTICLE FIVE
MEETINGS OF THE BOARD OF DIRECTORS

- 5.1 **Meeting Place.** Each newly elected Board of Directors shall meet at the place and time which shall have been determined, in accordance with the provisions of these By-Laws, for holding of the regular meeting of the Board of Directors scheduled to be held next following the annual meeting of the Shareholders at which the newly elected Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or such newly elected Board of Directors may hold such meeting at such place and time as shall be fixed by the consent in writing of all the Directors. In any such case no notice of such meeting to the newly elected Directors shall be necessary in order to constitute the meeting.
- 5.2 **Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such time and place (within or without the State of Georgia) as shall from time to time be determined by the Board of Directors. Such meetings may be held by telephone conference call or such other electronic means which provides direct vocal contact between all Directors provided, however, that all Directors agree thereto.
- 5.3 **Special Meetings.** Special meetings of the Board of Directors may be called by the President on not less than two days notice by mail, telegram, cablegram or personal delivery to each Director and shall be called by the President in like manner and on like notice on the written request of any two or more Directors. Any such meeting shall be held at a time and place (within or without the State of Georgia) as shall be stated in the notice of the meeting.
- 5.4 **Content of Notice.** No notice of any meeting of the Board of Directors need state the purposes thereof.
- 5.5 **Quorum.** At all meetings of the Board of Directors, if there be more than one Director, the presence of one-third of the authorized number of Directors, but not less than two Directors, shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these By-Laws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum be present. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.
- 5.6 **Consent Actions.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceeding of the Board or committee.

ARTICLE SIX
OFFICERS

- 6.1 **Election of Officers.** The Board of Directors at its first meeting after each annual meeting of the Shareholders shall elect at least one officer who shall be known as the President. The Board of Directors may also at any time and from time to time appoint such other officers (including, but not exclusively, a Secretary, a Treasurer and/or an Attesting Officer) as it shall deem necessary, who shall hold their offices for such terms as may be determined by the Board of Directors and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board. Any person may hold any two or more offices.
- 6.2 **Offices and Their Powers.** If appointed and designated by the Board of Directors, then each designated officer of the Corporation shall have the following powers:
- (a) **President.** The President shall be in charge of all of the day to day operations of the corporation, including, but not exclusively, personnel matters, contracting, financing operations, purchases and sales. In addition thereto, unless other officers are appointed by the Board of Directors, then the President shall have all the powers normally associated with the offices of Secretary and Treasurer. Additionally, the President shall have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. In general, he shall perform all duties as may be assigned to him by the Board of Directors. The President shall be responsible for calling all of the meetings of the Shareholders and the Board of Directors to order and shall act as Chairman of such meetings.
 - (b) **Vice-Presidents.** The Vice-Presidents, if any, shall perform such duties as are generally performed by Vice-Presidents. The Vice-Presidents shall perform such other duties and exercise such other powers as the Board of Directors (or the Chairman of the Board) shall request or delegate.
 - (c) **Secretary.** The Secretary, if any, shall attend all sessions of the Board of Directors and all meetings of the Shareholders and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when and as required. He shall give, or cause to be given, any notice required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Chairman of the Board under whose supervision he shall be. If an Assistant Secretary shall be appointed by the Board of Directors, in the absence or disability of the Secretary, the Assistant Secretary shall perform duties of the Secretary and exercise all powers and authority attendant thereto.
 - (d) **Treasurer.** The Treasurer, if any, shall have charge of and be responsible for all the funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable

effects, in such banks, trust companies or such other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the Board an account of the financial condition of the Corporation.

- (e) Attesting Officer. If the Board of Directors elects to only have a President, then the Board may appoint a person to be solely an attesting officer of the Corporation. It shall be the Attesting Officers sole duty and responsibility to attest to the authenticity of the President's signature on documents. The Attesting Officer shall have no duty to inquire whether the President is authorized to execute the document on behalf of the Corporation, nor will the Attesting Officer have any other duty or responsibility with respect to the Corporation.

- 6.3 Delegation of Duties. In the case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any and all of the powers or duties of such officer to any officer or to any director.

ARTICLE SEVEN CAPITAL STOCK

- 7.1 Stock Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt and shall be numbered and entered into the books of the Corporation as they are issued. Each certificate shall exhibit the holder's name, the number of shares and class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and a statement that the shares have no par value. The shares of stock shall also be annotated with a legend indicating any restrictions on the sale or other disposal of said shares and any other legend as may be required from time to time by securities laws then in effect. Each certificate shall be signed by the President and shall be sealed with the seal of the Corporation; provided however, that where such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation and a registrar, the signature of any such officer and such seal may be facsimile. In the case of any officer(s) who shall have signed, or whose facsimile signature(s) shall have been used on, any such certificate(s) shall cease to be such officer(s) of the Corporation whether because of death, resignation or otherwise, before such certificate(s) shall have been delivered as though the person(s) who signed such certificate(s) or whose facsimile signature shall have been used thereon had not ceased to be such officer(s).
- 7.2 Shareholders List. The Corporation shall keep a record of the Shareholders of the Corporation which readily shows, in alphabetical order or by alphabetical index, and by classes or series of stock, if any, the names of the Shareholders entitled to vote, with the address of and with the number of shares held by each. Said record shall be presented at all meetings of the Shareholders.
- 7.3 Transfer of Stock. The transfer of stock shall be made on the books of the Corporation only by the person named in the certificates, or by attorney lawfully constituted in writing, and upon

surrender of the certificate therefore, in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of section 7.7 of these By-Laws.

7.4 Procedure for Determining Shareholders Entitled to Vote.

- (a) For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of Shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer book shall be closed for a stated period but not to exceed fifty (50) days. If the stock transfer books shall be closed for the purpose of determining Shareholders, such book shall be closed for at least ten (10) days immediately preceding such meeting.
- (b) In lieu of closing the stock transfer book, the Board of Directors may fix in advance a date as the record date for such determination of Shareholders, such date to be not more than fifty (50) days and, in the case of a meeting of Shareholders, not less than ten (10) days, prior to the date on which the particular action requiring such determination of Shareholders is to be taken.

7.5 Reliance on Shareholder Ledger. The Corporation shall be entitled to treat the holder of record of any share of stock of the Corporation as the person entitled to vote such share, to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

7.6 Transfer Agents. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require stock certificate to bear the signature(s) of a transfer agent or a registrar or both.

7.7 Lost Certificate. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such matter as the Board of Directors may require and shall if the Board of Directors so require, give the corporation a bond of indemnity in form an amount and with one or more sureties satisfactory to the Board of Directors, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been stolen, lost or destroyed.

ARTICLE EIGHT
MISCELLANEOUS

8.1 Corporate Records. In general, a Shareholder of the Corporation shall have the following rights with respect to the records of the Corporation:

- (a) No Shareholder of the Corporation shall be permitted to copy, examine, inspect or have access to any of the books or records of the Corporation except as herein provided.

- (b) The minute books, stock transfer ledger and main account ledger (excluding all subsidiary account ledgers) of the Corporation shall be open for examination by any Shareholder only under and upon the following conditions:
- (i) Any Shareholder desiring to copy, examine, inspect or have access to the aforesaid records shall submit to the Secretary of the Corporation a written request, accompanied by a sworn affidavit (1) that he has been a Shareholder of record for not less than six (6) calendar months preceding the date of the request, or that he is the holder of record of, or has certified authorization from the holders of record of, not less than five percent (5%) of all the outstanding shares of any class of series of the Corporation; (2) stating in full the purpose(s) of the inspection and that the inspection is not desired for a purpose which is in the interest of a business or object other than the business of the Corporation; (3) that neither he nor any of those under whose authority he is preceding, if any, have within five (5) years preceding the date of the affidavit and request, sold or offered for sale or aided or abetted any person in selling or offering for sale, any list of the Shareholders of any Corporation, nor do they, or any of them currently plan to sell or offer for sale any list of the Shareholders of the Corporation.
 - (ii) If the Secretary or a majority of the members of the Directors of the Corporation find the request proper, the Secretary shall notify the Shareholder within thirty (30) days after receipt of said request of the time, which shall be not more than thirty (30) days after such notification, and place at which the inspection may be conducted.
 - (iii) If said request is found by the Secretary or the Board of Directors not to be proper, the Secretary shall so notify the requesting Shareholder within thirty (30) days after receipt of the request. The Secretary shall specify in said notice the basis for the rejection of the Shareholder's request.
 - (iv) The Secretary or the Board of Directors shall, at all times, be entitled to rely on the corporate records in making any determination hereunder.
- (c) No Shareholder shall be entitled to inspect the records of the Corporation more than once in any six month period.
- (d) Each paragraph and sub-paragraph contained in this section (8.1) is severable and in the event any paragraph is held invalid it shall not effect the validity of any other paragraph or sub-paragraph.

8.2 Fiscal year. The Corporation shall be on a calendar year. That is to say that each fiscal year of the Corporation shall commence on 1st of January and end on 31st of December of each year.

8.3 Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine.

8.4 Annual Statements. Not later than four months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

- (a) a balance sheet showing, in reasonable detail, the financial condition of the Corporation as of the close of its fiscal year, and
- (b) profit and loss statements showing the results of its operations during its fiscal year.

Upon written request, the Corporation promptly shall mail to each Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

8.5 Appointment of Agents. The President or as directed the Secretary shall be authorized and empowered in the name and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or any foreign county or countries and to name and appoint attorneys and proxies to vote any shares of stock in any other Corporation at any time owned or held of record by the Corporation, and to prescribe limit, and define the powers and duties of such agents, representatives, attorneys, and proxies and to make substitutions, revocation or cancellation in whole or in part of any power or authority conferred on any such agent, representatives, attorneys, and proxies and to make substitutions, revocation or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All Powers of Attorney or instruments under which such agents, representatives, attorneys, or proxies shall be so named and appointed shall be signed and executed by the President, and the corporate seal shall be affixed thereto. Any substitution, revocation or cancellation shall be signed in like manner, provided always that any agent, representative, attorney, or proxy when so authorized by instrument appointing him may substitute or delegate his powers in whole or in part and revoke and cancel such substitution or delegation. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this By-Law shall be deemed to constitute full and complete authority to the officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

8.6 Indemnification. The officers and directors of the Corporation shall enjoy the following rights of indemnification:

- (a) Under the circumstances prescribed in paragraph (c) and (d) of this section, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than by action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation, as a director, officer employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) judgments, fines and amounts paid in settlement actually or reasonably incurred by him in connection with such action, suit or proceedings, if he acted in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon the plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in a manner which he reasonable believed to be in or not opposed to the best interest of the

Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

- (b) Under the circumstances provided in paragraph (c) and (d) of this section, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees) actually and reasonable incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, except that no eminent indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent to the Court in which such action or suit was brought shall determine upon application that, despite the adjudication liability but in view of all the circumstances of the case, such a person is fairly and reasonable entitled to indemnity for such expenses which the Court shall deem proper.
- (c) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this section or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.
- (d) Except as provided in paragraph (c) of this section and except as may be ordered by a Court, any indemnification under paragraphs (a) and (b) of this section shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by the Corporation in a written opinion, or (3) by the affirmative vote of a majority of the shares entitled to vote thereon.
- (e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this section.
- (f) The indemnification provided by this section shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification may be entitled under and By-Law or Resolution approved by the affirmative vote of the holders of a majority of shares entitled to vote thereon taken at a meeting the notice of which specified that such By-Law or Resolution would be place before the Shareholders,

both as to action by the director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

- (g) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.
- (h) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such a payment and in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

- 8.7 Disallowed Deductions. Any payments made to an officer of the Corporation such as a salary, commission, bonus, interest, or rent, or entertainment expense incurred by him which shall be disallowed in whole or in part as a deductible expenses by the Internal Revenue Service shall be reimbursed by such officer to the Corporation to the full extent of such disallowance. It shall be the duty of the directors, as a board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

ARTICLE NINE EMERGENCY POWERS

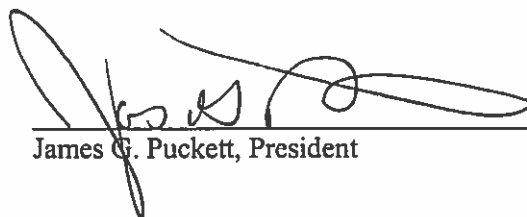
- 9.1 The Board of Directors may adopt Emergency By-Laws, subject to repeal or change by action of the Shareholders, which shall, notwithstanding any provision of law, the Articles of Incorporation or these By-Laws, be operative during any emergency in the conduct of the business of the Corporation resulting from an attack on the United States or on a locality in which the Corporation conducts its business or customarily holds meetings of its Board of Directors or its Shareholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as result of which a quorum of the Board of Directors or a standing committee thereof cannot readily be convened for action. The Emergency By-Laws may make any provision that may be practical and necessary for the circumstances of the emergency.
- 9.2 The Board of Directors either before or during any such emergency, may provide and from time to time modify lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

- 9.3 The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the head office or designate several alternative heads offices or regional offices, or authorize the officers to do so.
- 9.4 To the extent not inconsistent with any emergency By-Laws so adopted, these By-Laws shall remain in effect during any such emergency and upon its termination, the Emergency By-Laws shall cease to be operative.
- 9.5 Unless otherwise provided in Emergency By-Laws, any notice of any meeting of the Board of Directors during any such emergency may be given only to such directors as it may be feasible to reach at the time, and by such means as may be feasible at the time, including publication, radio or television.
- 9.6 To the extent required to constitute a quorum at any meeting of the Board of Directors during any such emergency, the officers of the Corporation who are present shall, unless otherwise provided in emergency By-Laws, be deemed in order of rank and within the same rank in order of seniority, directors for such meeting.
- 9.7 No officer, director, agent or employee acting in accordance with any Emergency By-Laws shall be liable except for willful misconduct. No officer, director, agent or employee shall be liable for any action taken by him in good faith in such an emergency in furtherance of any ordinary business affairs to the Corporation even though not authorized by the By-Laws then in effect.

ARTICLE TEN
AMENDMENTS OF BY-LAWS

The By-Laws of the Corporation may be altered or amended and new By-Laws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the By-Laws shall be given in the notice of the meeting.

Approved and ratified the 15 day of February, 2002.


James G. Puckett, President

ECG, Inc Ownership Structure

Name	Address	Shares Owned	% Ownership
James G Puckett	5284 Woodrow Lane Hahira, GA 31632	434.23	60.00
Mark R Lindsey	7825 Fairlake Drive Wake Forest, NC 27587	96.49	13.33
Sherwin A Crown	1017 Brighton Way Lakeland, FL 33813	96.49	13.33
Brian M Tate	100 Shady Cove Bremen, GA 30110	96.49	13.33
Total		723.7	100.00

Exhibit C

FILED

FEB 04 2021

EXECUTIVE SECRETARY
G.P.S.C.

ECG, INC.

PROFIT AND LOSS

January - December 2020

	TOTAL
Income	
4004 Software Sales	9,500.00
4004-05 Alpaca Software	52,261.00
Total 4004 Software Sales	61,761.00
4006 Sales - Purchased Software License and Support	71,327.40
4008 Consulting Services	0.00
4009 Software Support	
4009-01 Call Reporter Support	2,375.02
4009-02 Fraudstopper Supporter	22,750.03
4009-03 Alpaca Support	37,708.63
4009-04 Surge Suppressor Support	1,333.32
Total 4009 Software Support	64,167.00
4010 Engineering Services	2,541,632.34
4010-02 Expired NSA	8,584.56
Total 4010 Engineering Services	2,550,216.90
4020 Hardware Sales	328.60
4060 NSOC Services	
4060-1 VoIP Customer Support (VCS)	207,667.20
4060-2 VoIP NOC Services	52,722.25
Total 4060 NSOC Services	260,389.45
4070 Training Class Income	47,004.50
4070-01 Cost of Training Income	1,028.36
Total 4070 Training Class Income	48,032.86
8035 Rental Income	38,650.00
8045 Management Services	15,000.00
Total Income	\$3,109,873.21
Cost of Goods Sold	
5000 Cost of Goods Sold-Engineering & Installation	
5001 SHIPPING & HANDLING	18.56
5003 Installer Salaries	0.00
5004 Hardware Purchases	310.04
5005 Engineers Salaries	1,269,547.13
5006 COGS-Purchased Licenses	3,950.00
5008 COGS - Purchased Software	39,997.80
5013 Software Support - COGS	2,563.44
Total 5000 Cost of Goods Sold-Engineering & Installation	1,316,386.97
5100 Cost of Goods Sold - VoIP Customer Service (VCS)	
5101 Support Staff Salaries	313,480.98
5102 Other Costs of Services - COS	2,640.00
Total 5100 Cost of Goods Sold - VoIP Customer Service (VCS)	316,120.98

ECG, INC.

PROFIT AND LOSS

January - December 2020

	TOTAL
5202 Business Phone Costs	130.41
Total Cost of Goods Sold	\$1,632,638.36
GROSS PROFIT	\$1,477,234.85
Expenses	
6010 Advertising	12,390.28
6011 Convention and Show Expense	
6011-01 Expenses - NOT meals & entertainment	14,214.17
6011-02 Meals & Entertainment	935.13
Total 6011 Convention and Show Expense	15,149.30
6012 Marketing and Sales Expense	25,785.43
6015 Amortization Expense	0.00
6030 Bad Debt Expense	2,135.90
6033 Late Payment Fees	119.38
6040 Bank Service Charges	1,298.56
6060 Depreciation Expense	58,323.04
6070 Dues, Subscription & Membership Fee	4,847.66
6071 Software Subscription Annual Fee	52,473.00
6077 Employee Development	2,513.84
6090 Freight & Delivery	20.06
6100 Insurance Expense	
6101 Property Insurance	1,563.34
6102 Liability	4,543.76
6104 Workers compensation	2,129.81
6105 Errors and Omission	4,703.20
6108 Officer Life	3,431.52
6109 Group Disability/Life	10,232.96
Total 6100 Insurance Expense	26,604.59
6110 Interest Expense	29,612.83
6115 Penalties	222.52
6120 Meals & Entertainment-Billable	23.36
6121 Meals and Entertainment-Limited	1,266.43
6125 Travel - Lodging, Mileage, etc. - Billable	-265.12
6126 Travel - Lodging, Mileage, etc. - NOT billable	1,145.99
6130 Miscellaneous Expense	2,713.73
6150 Office Expense	10,222.95
6151 Office and Building Up Keep	4,299.47
6160 Outside Services	0.00
6165 Governmental Industrial Funding Fee Expense	148.50
6170 Postage & Delivery	662.21

ECG, INC.

PROFIT AND LOSS

January - December 2020

	TOTAL
6180 Professional Fees	1,004.25
6181 Acctg and Admin Service	2,350.00
Total 6180 Professional Fees	3,354.25
6190 Shipping and Handling	97.97
6200 Rent Expense	39,100.00
6220 Repairs & Maintenance	2,675.71
6222 Small Tools	190.68
6240 Security Monitoring	360.00
6250 Taxes & Licenses-Other	-50.00
6252 Business	9,380.26
6254 Property	9,764.32
Total 6250 Taxes & Licenses-Other	19,094.58
6260 Telcom Expense	
6261 Hosted IP/PBX Service	19,429.62
6264 Cellular Service	15,975.91
6268 Internet Service	61,433.45
Total 6260 Telcom Expense	96,838.98
6300 Utilities	919.56
6302 Water Service	1,429.59
6304 Electric Service	8,625.78
Total 6300 Utilities	10,974.93
6400 Salaries & Wages	430,260.59
6401 Officer Compensation	193,985.67
6500 Payroll Expenses	
6542 401K Contribution Expense	78,754.38
6548 Health Insurance Expense	99,409.33
Taxes	
Federal Taxes (941/944)	160,530.50
Federal Unemployment (940)	1,318.56
FL Unemployment Tax	14.00
GA Unemployment Tax	912.98
NC Unemployment Tax	60.48
Total Taxes	162,836.52
Wages	0.00
Total 6500 Payroll Expenses	341,000.23
Cost of Goods Sold-Enneering & Installation	
Engineers Salaries	0.00
Total Cost of Goods Sold-Enneering & Installation	0.00

ECG, INC.

PROFIT AND LOSS

January - December 2020

	TOTAL
QuickBooks Payments Fees	348.61
Total Expenses	\$1,389,996.11
NET OPERATING INCOME	\$87,238.74
Other Income	
8010 Interest Income	225.95
8030 Miscellaneous Income	0.00
9000 Billable - Contra Accounts	
6071A Software Sub - Annual Fee - Contra	0.00
6120A Meals & Enter - Billable - Contra	0.00
6125A Travel - Lodging, Mileage, etc - Contra	0.00
6130A Miscellaneous Expense - Contra	0.00
6160A Outside Service - Contra	0.00
6190A Shipping and Handling - Contra	0.00
6250A Taxes & Licenses-Other-Contra	0.00
6264A Cellular Service - Contra	0.00
Total 9000 Billable - Contra Accounts	0.00
Total Other Income	\$225.95
NET OTHER INCOME	\$225.95
NET INCOME	\$87,464.69

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 SunTrust Checking - Regular	143,056.69
1001 ECGGS Inc - Checking - 7668	296,218.87
1003 NGTelecom	52,246.95
1004 ECG Inc - Payroll	0.00
1005 SunTrust Checking - Payroll	50,653.27
1006 Petty Cash	100.00
1007 Suntrust Savings Account	0.00
1009 PayPal	200.00
Total Bank Accounts	\$542,475.78
Accounts Receivable	
1101 Accounts Receivable	219,100.74
Total Accounts Receivable	\$219,100.74
Other Current Assets	
1102 Allowance for Doubtful Accounts	0.00
1103 Savings-Smith Barney CitiGroup	0.00
1104 Accrued Receivables	143,729.95
1104-01 Accrued Revenue Estimate	0.00
Total 1104 Accrued Receivables	143,729.95
1105 Other Receivables	0.00
1105-02 Receivable - NGTelecom	0.00
1105-03 Note @4% - Jimmy Whatley	0.00
1105-05 3% Note - Joseph C Puckett	4,340.00
Total 1105 Other Receivables	4,340.00
1107 Accrued Revenue	0.00
1110 Employee Cash Advances	
1110-01 James Puckett	0.00
1110-03 Mark Lindsey	0.00
1110-14 Michael Lindsey	0.00
1110-15 Katherine Jones	0.00
1110-16 Trevor Wolford	0.00
1110-17 Justin Wright	0.00
Total 1110 Employee Cash Advances	0.00
1155 Loans to Shareholders	
1155-08 Loans Receivable - BMT	0.00

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
Total 1155 Loans to Shareholders	0.00
1195 Receivable/Advance Against Death Benefit	79,962.50
1200 Inventory	3,003.58
1300 Prepaid Expenses	0.00
1301 Insurance	0.00
1302 Prepaid Licenses	0.00
Total 1300 Prepaid Expenses	0.00
1330 Loan Costs	2,072.39
1340 Deferred - Telephone Expense	0.00
Credit Card Receivables	0.00
Employee Cash Advance	0.00
Inventory Asset	
Payroll Refunds	0.00
Undeposited Funds-1	0.00
Total Other Current Assets	\$233,108.42
Total Current Assets	\$994,684.94
Fixed Assets	
1400 Machinery & Equipment	261,401.01
1405 Telecom Distribution Equip	49,001.03
1406 Computer - Telecom	5,028.00
1410 Furniture & Fixtures	59,760.78
1460 Buildings - Central Telephone Switch	145,649.96
1470 New Office Building	592,116.00
1471 Buildings Improvements	0.00
1471-01 Building Improvements-New Wall	2,126.50
1471-02 Buildings Improvements-New Flooring	12,311.49
1471-03 Buildings Improvement-New Roof	18,350.00
1471-04 3-Ton HVAC	5,430.00
Total 1471 Buildings Improvements	38,217.99
1480 Land Improvements	28,914.13
1490 Construction In Progress	0.00
1490-00 New Building	0.00
1490-02 CO Acquisition	0.00
Total 1490 Construction In Progress	0.00
1500 Accum Dep - Machinery & Equip	-238,945.10

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
1505 Accum Depre - Telecom Distribution	-31,713.35
1506 Accum Deprec - Computer Telecom	-5,028.00
1510 Acc. Dep-Furniture & Fixtures	-59,760.78
1560 Acc. Dep-Bldg Central Telephone Switch	-52,191.30
1570 Acc. Dep-New Office Building	-198,541.88
1570-01 Acc. Dep - New Bldg - Wall	-326.26
1570-02 Acc. Depre - New Bldg - New Floor	-1,880.94
1570-03 Acc. Dep - New Bldg - New Roof	-2,803.86
1570-04 Accum Deprec -3 Ton HVAC	-5,430.00
Total 1570 Acc. Dep-New Office Building	-208,982.94
1580 Acc Dep-Land Improvements	-19,745.91
1700 Land	97,159.60
Total Fixed Assets	\$660,881.12
Other Assets	
1800 Software Development Costs	0.00
1830 Business Investment	0.00
1850 Intangible Assets	0.00
1910 Organization Expense	0.00
1915 Accum Amort - Organization Exp	0.00
1950 Computer Software	0.00
1955 Amortization - Software	0.00
1960 Security Deposits - Georgia Power	1,850.00
1991 CSV Life Ins - JGP #5160940	0.00
1992 CSV Life Ins - WJD #5149644	0.00
1994 CSV Life Ins w/ PFG	
1994-01 CSV Life Ins - JGP - 6107912	19,187.81
1994-02 CSV Life Ins - JGP - 6113039	15,894.36
1994-03 CSV Life Ins - WJD - 6107322	7,630.36
1994-04 CSV Life Ins - WJD - 6113040	15,611.43
Total 1994 CSV Life Ins w/ PFG	58,323.96
1996 Elite Locators Partnership	0.00
1997 Long Term Lease Receivable - NGT	0.00
1998 Stock Redemption	0.00
1999 Stock Subscriptions Account	0.00
Total Other Assets	\$80,173.96
TOTAL ASSETS	\$1,715,740.02

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	62,687.63
Total Accounts Payable	\$62,687.63
Credit Cards	
2030 Credit Card Payable	
2030-03 AMEX - Line-of-credit	0.00
2030-05 Amex - Open - New	0.00
2030-06 Mastercard	268.55
2030-08 Home Depot card	0.00
2030-13 Turner's	0.00
2030-14 National Bank of Omaha	0.00
Total 2030 Credit Card Payable	268.55
Total Credit Cards	\$268.55
Other Current Liabilities	
2001 Collected Funds Owed	0.00
2005 Accrued Expenses	0.00
2005-01 Accrued Property Tax	2,171.11
Total 2005 Accrued Expenses	2,171.11
2010 Accrued Wages	175,670.26
2010-01 Accrued Weekly Estimated Wages	0.00
Total 2010 Accrued Wages	175,670.26
2026 Credit Clearing Account	0.00
2028 Deferred Income	0.00
2028-01 Deferred Retainer Income	39,386.52
2028-02 Deferred FFP Revenue	25,155.00
2028-03 Deferred PREPAID Engineering Revenue	46,680.83
2028-04 Deferred - Support and Maintenance Revenue	53,113.50
2028-05 Deferred Training Revenue	0.00
2028-06 Deferred Expired NSA Revenue	31,137.45
2028-6A Deferred NSA Expired Revenue - Contra	-31,137.45
Total 2028 Deferred Income	164,335.85
2031 Deferred Bonuses	
2031-1 Deferred Bonuses-Chad	0.00

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
Total 2031 Deferred Bonuses	0.00
2034 A/P - LT Vwave Communication	0.00
2040 Payroll Liabilities	0.00
2042 State Income Tax W/H	2,179.23
2043 Federal U/T Payable	126.15
2044 State U/T Payable	37.79
2045 FICA Taxes Payable	0.00
2047 Simple IRA Payable	0.00
2047-01 401K Contributions Payable	18,836.69
2048-01 Major Medical Insurance Payable	1,854.13
HSA Payments	0.00
Total 2048-01 Major Medical Insurance Payable	1,854.13
2048-02 Dental Insurance Payable	863.58
2048-03 Vision Insurance Payable	-133.95
2048-04 HSA Payments	459.92
2048-05 2% shareholder Ins Payable	0.00
2049 Optional Insurance Payable	824.95
2049-01 Group Life Insurance Payable	-915.66
Total 2049 Optional Insurance Payable	-90.71
Group Life Insurance Payable	0.00
Social Security Payable	9,006.83
Total 2040 Payroll Liabilities	33,139.66
2051 Child Support W/H Payable	0.00
2051(a) Garnishment Payable	0.00
2052 Sales Taxes Payable	0.00
2055 S/H Distributions Payable	
2055-01 Distribution Payable - JGP	-1,073.44
2055-04 Distribution Payable - JRP	0.00
2055-05 Distribution Payable - Mark	0.00
2055-06 Distribution Payable - Sherwin	0.00
2055-08 Distribution Payable - Brian	0.00
Total 2055 S/H Distributions Payable	-1,073.44
2065 N/P - SunTrust Bank - Current	0.00
2070 Loan Payable-Short-Term	0.00
2092 Loan Payable - Dell	0.00
2099 Advance from ECG Global Services Inc	0.00
2155 S/H Note Payable	
2155-01 Note Payable - JGP	45,622.03

ECG, INC.

BALANCE SHEET

As of December 31, 2020

	TOTAL
Total 2155 S/H Note Payable	45,622.03
2500 Contract Payable Viola	0.00
Clients' Trust Funds	0.00
Colorado Payable	0.00
Direct Deposit Payable	0.00
District of Columbia Payable	0.00
Florida Department of Revenue Payable	0.00
Georgia Department of Revenue Payable	0.00
Hawaii Payable	0.00
Louisiana Department of Revenue Payable	0.00
New York Department of Revenue Payable	0.00
Payroll Clearing	0.00
Payroll Tax Payable	417.36
Sales Tax Agency Payable	0.00
Total Other Current Liabilities	\$420,282.83
Total Current Liabilities	\$483,239.01
Long-Term Liabilities	
2060 Line of Credit Payable - Suntrust	41,066.95
2066 Mortgage Payable	321,518.08
2067 PPP - CARES Loan Payable - Truist Bank	0.00
2093 Notes Payable - WJD - 3/1/2010	0.00
2591 N/P - SunTrust - LT	0.00
2592 Long Term Lease Payable - Suntrust	0.00
2593 Combined Notes Payable	0.00
Total Long-Term Liabilities	\$362,585.03
Total Liabilities	\$845,824.04
Equity	
3020 Capital Stock	25,184.65
3021 Treasury Stock	0.00
3022 Paid-in Capital	3,622.50
3023 Contributed Capital - PPP	394,400.00
3030 Retained Earnings	442,148.19
3031 Distribution of Profits	-82,904.05
Opening Bal Equity	0.00
Net Income	87,464.69
Total Equity	\$869,915.98
TOTAL LIABILITIES AND EQUITY	\$1,715,740.02