

## COMPANY AGREEMENT OF XCVXCV

The members of the XCVXCV (the "Company"), a limited liability company created under the Texas Business Organizations Code (the "Code"), adopt the following Company Agreement in order to regulate the Company's affairs, conduct its business, and establish the relations of its members:

### ARTICLE I - PURPOSE

**1.1. Company Purpose.** The Company may engage in and do any act concerning any or all lawful business(es) for which limited liability companies may undertake according to the Texas Business Organization Code.

**1.2 Powers.** The Company shall have all powers necessary to accomplish the Company's purpose described above, including but not limited to all powers available to a limited liability company under (i) the laws of the State of Formation, (ii) any other laws in this State, any other State and (iii) the laws of any other jurisdiction where the Company conducts business.

### ARTICLE 2 MEMBERS; MEMBERSHIP INTERESTS

**2.1. Names, Addresses and Initial Capital Contributions of Members.** Members, their respective addresses, their initial Capital Contributions to the Company, and their respective Percentage Interest in the Company are set forth on Exhibit A, which is attached and made part of this Agreement. .

**2.2. Future Contributions.** Subsequent contributions must be in the amounts and may be in any type of services and/or property as agreed on by all of the Members. If future contributions by a member are agreed upon, the additional contribution must be reflected in either the company's records or Exhibit A to this agreement.

**2.3. Member Loans or Services.** Loans or services by a Member to the Company may not be treated as a contribution to the capital of the Company, unless agreed to by the members of this Company.

**2.4. Membership Interests.** The membership interest of the Company will be divided into percentages. The interests represent the voting percentages that particular member has in the Company.

**2.5. Certificates for Membership Interests.** No Member's certificate required.

**2.6. Capital and Capital Accounts.** The members agree that no capital contributions are required at this time.

### **ARTICLE 3 MANAGEMENT AND CONTROL OF BUSINESS**

#### **3.1. Company Management Vested in Members.**

(a) Except as expressly provided otherwise in this Agreement or otherwise agreed, management of the Company is vested in the Members in proportion to their initial Capital Contributions. Except as provided in Section 3.3, below, all powers of the Company are exercised by or under the authority of the members and the business and affairs of the Company are managed under the direction of the Members.

#### **3.2. Meetings of the Members.**

(a) Meetings of Members may be called by Members representing in the aggregate more than 50 percent of the Percentage Interests in the Company.

(b) The Company must deliver written notice of the meeting stating the date, time, and place of any meeting of Members and a description of the purpose(s) of the meeting, to each Member entitled to vote at the address in the Company's records, or via mail, email, or fax, or any other method agreed upon by the members. The notice is to be provided within at least 30 days from the date of the meeting. In the event that the notice is email, it must be mailed at least 15 days from the date of the meeting.

(c) A Member may vote either in person or by proxy to vote or otherwise act for the Member. All proxies must be in writing, signed by the Member or the Member's authorized agent. For this agreement, no proxies are allowed.

(f) Any action required or permitted may be taken without a meeting if the action is approved by all of the Members entitled to vote. The action must be evidenced in one or more written statements that describes the action to be taken, date and time the action was approved and