**COMPANY AGREEMENT OF ARTISAN SG, LLC, D/B/A THE ARTISAN GROUP, LLC**

**a Texas limited liability company [Dated effective as of June 21, 2024 ~~September 30, 2007~~]**

This COMPANY AGREEMENT OF ARTISAN SG, LLC, D/B/A THE ARTISAN

GROUP, LLC, a Texas limited liability company, is adopted effective as of the date set forth above by the undersigned initial Board of Managers of the Company and agreed to and acknowledged by all Members of the Company.

**ARTICLE** I.

**DEFINED TERMS**

The capitalized terms used in this Company Agreement shall, unless the context otherwise requires, have the ~~meanings~~ specified in this Article I.

Act. The Texas Limited Liability Company Law, as it may be amended from time to time, and any successor thereto. References to the Texas Limited Liability Company Law shall also include the Texas Business Organizations Code (the "TBOC"), as it may be amended from time to time, and any successor to the TBOC, to the extent the TBOC is made applicable to limited liability companies by the Act or the TBOC.

~~AG&M. Architectural Granite & Marble, Ltd., a Texas limited partnership.~~

Affiliate. Any person that directly or indirectly controls, is controlled by, or is under common control with the person in question. As used in this definition of "Affiliate", the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise. As used in this definition of "Affiliate", the term "person" means any individual, corporation, association, partnership, joint venture, real estate investment trust, other trust estate or other entity or organization. Affiliate also shall include the spouse, parents, children, grandchildren and siblings of an Affiliate, a Member, or his or her spouse, as well as a trust, partnership or corporation whose sole beneficiaries or owners are the family members named above.

Bankruptcy. As to any Member, (i) the Member's taking or acquiescing in the taking of any action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rea1Tangement, insolvency, reorganization or similar law affecting the rights or remedies of creditors generally, as in effect from time to time, (ii) the Member's failure to dismiss or obtain the dismissal or discharge of

such action within thirty (30) days of its filing, or (iii) the Member voluntarily or involuntarily allowing any third party to obtain a charging order or any other similar right of a creditor with respect to the Member's Interest. For the purpose of this definition, the terms "acquiescing" or "allowing" shall include, without limitation, the failure to file, within ten (10) days after its entry, a petition, answer or motion to vacate or to discharge any order, judgment or decree providing for any relief under any such law.

Board. The Board of Managers defined in Section 10.1 hereof, which will manage the business of the Company in accordance with Article X hereof.

Business Day. Any day other than a Saturday, Sunday and those legal public holidays specified in 5 U.S.C. §6103(a), as maybe amended from time to time.

Capital Account. The Capital Account maintained for each Member pursuant to Section 6.3 of this Company Agreement.

Capital Contributions. The total amount of cash, property or services contributed to the Company by all the Members of any one Member, as the case may be.

Certificate of Formation. The Certificate of Formation of the Company described in Section 2.1 of this Company Agreement, as may be amended from time to time by appropriate filing with the Secretary of State of Texas.

Code. The Internal Revenue Code of 1986, as it has been and may be amended.

Company. ARTISAN SG, LLC, D/B/A THE ARTISAN GROUP, LLC, a Texas limited liability company as such limited liability company may from time to time be constituted.

Company Agreement. This Company Agreement, including Schedule A attached hereto, as originally executed and as subsequently amended from time to time.

Company Property or Properties. All interests, prope1ties and rights of any type owned by the Company, whether owned by the Company at the date of its formation or thereafter acquired.

Intellectual Property. The intellectual property described on Schedule B attached hereto.

Majority-in-Interest of the Members/Majority-in-Interest of the Membership Units. Members holding more than fifty percent (50%) of the total outstanding Membership Units of the Company.

Managers. At any time, the Persons who are then serving on the Board of Managers of the Company in accordance with Article X of this Company Agreement.

Members. At any time, the Persons who then own Interests in the Company. The current Members are listed on Schedule A attached hereto.

Membership Units. Comprised in the aggregate of 10,000,000 authorized Membership Units issued in accordance with Section 5.3 hereof. The aggregate Membership Units held by each Member are set forth opposite the Member's name on the attached Schedule A attached hereto.

Net Cash Flow. The excess, if any, of the total gross receipts generated in the operation of the Company's business during the fiscal period in question over the sum of: (i) the total cash disbursements of the Company during such period paid in connection with such operation (including any required debt service payments) plus (ii) any reasonable estimate of reserves for replacements, taxes, insurance, contingencies or other items, whether similar or dissimilar, deemed necessary or appropriate by the Board with respect to the Company.

Notification. A writing containing any information required by this Company Agreement to be communicated to any Person, which may be personally delivered, sent by registered or certified mail, postage prepaid, or sent by facsimile transmission promptly confim1ed by mail, to such Person, at the last known address of such Person on the Company records. Any such Notification shall be deemed to be given (i) when delivered, in the case of personal delivery,

(ii) on the date on which it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid, in the case of mail, and (iii) within the first business hour (being 9:00 a.m. to 5:00 p.m., local time for the recipient, on any Business Day) after receipt by the addressee, in the case of facsimile transmission. Any communication containing information sent to any Person other than as required by the foregoing sentences, but which is actually received by such Person, shall constitute Notification as of the date of such receipt for all purposes of this Company Agreement.

Person. Any natural person, limited liability company, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

Sale Transaction. (1) The sale or other transfer of all or substantially all of the assets used in a Member's business (whether operated by the Member directly or through an Affiliate), or (2) the direct or indirect sale or exchange (including by merger or other reorganization) of the voting securities of a Member (or the applicable Affiliate thereof through which the Member operates such Member's business) representing more than fifty percent (50%) of the aggregate combined voting power of the outstanding voting securities of the Member or its applicable Affiliate.

Standard Rate. A per annum rate of interest equal to the lesser of (i) the rate of interest published by *The Wall Street Journal* as its "Prime Rate" and (ii) the maximum non-usurious rate permitted by applicable law. "Prime Rate" means a variable rate of interest equal to the highest of the Prime Rates published in the "Money Rates" section of *The Wall Street Journal* from time to time. In the event the Prime Rate as published in the "Money Rates" section of *The Wall*

*Street Journal* ceases to exist or *The Wall Street Journal* ceases publishing a Prime Rate index, the Company will substitute a comparable index.

Super Majority of the Members. Members holding at least seventy-five percent (75%) of the total outstanding Membership Units of the Company.

Transfer. Any change in the record ownership of a Membership Unit, whether made voluntarily or involuntarily by operation of law, including, but not limited to, the following:

1. a sale or gift to any Person;
2. a transfer to the personal representative of the estate of a Member upon such Member's death, and any subsequent transfer from such personal representative to the heirs or devisees of the deceased Member under his will or by the laws of descent and distribution;
3. a transfer to a judicially appointed personal representative as a result of the adjudication by a court of competent jurisdiction that the transferor Member is mentally incompetent to manage his person or property;
4. a transfer to the transferor Member's spouse or fom1er spouse, or heirs of such spouse or fom1er spouse, in connection with a division of their community or other property upon the death of the transferor Member, divorce or the death of such spouse;
5. a general assignment for the benefit of creditors, or any assignment to a creditor resulting from the creditor's foreclosure upon or execution against such Membership Units;
6. the filing by the transferor Member of a voluntary Bankruptcy petition;
7. the entry of a judicial order granting the relief requested by the petitioner in an involuntary Bankruptcy proceeding filed against the transferor Member.

**ARTICLE II.**

**ORGANIZATION**

Section 2.1 Certificate of Formation. The Certificate of Formation for the Company was filed with, and was issued by, the Secretary of State of the State of Texas on November 27, 2007.

Section·2.2 Qualification in Other Jurisdictions. The Board shall have authority to cause the Company to do business in jurisdictions other than the State of Texas only if one of the following conditions is satisfied:

1. Such jurisdiction has enacted a limited liability company statute, and the Board has qualified the Company under such statute to do business as a foreign limited liability company in such jurisdiction; or
2. The Board has obtained an opinion of responsible counsel qualified to practice law in the other jurisdiction to the effect that under the laws of such jurisdiction the Members will not be held liable for any debts or obligations of the Company.

Prior to the Company's conducting business in any jurisdiction other than Texas, the Board shall cause the Company to comply, to the extent those matters are reasonably within the control of the Board, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Board, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Company Agreement that are necessary or appropriate to qualify, continue and te1minate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business, and to this end the Board may use the power of attorney granted in Section 10.12.

Section 2.3 Term. Pursuant to the Act, the existence of the Company began upon the effective date of the Certificate of Formation. The Company shall exist for the duration specified in the Certificate of Formation (which may be perpetual), unless sooner tem1inated in accordance with this Company Agreement.

Section 2.4 Merger. The Company may merge with or into another limited liability company or other entity, or enter into an agreement to do so, subject to the requirements of this Company Agreement and the Act.

Section 2.5 No State-Law Partnership. No prov1s1on of this Company Agreement (including, without limitation, the provisions of Article X) shall be deemed or construed to constitute the Company a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venture of any other member or Manager, for any purposes other than federal and state tax purposes.

**ARTICLE III.**

**NAME; PLACE OF BUSINESS; REGISTERED OFFICE AND AGENT**

Section 3.1 Name. The name of the Company is "ARTISAN SG, LLC, D/B/A THE ARTISAN GROUP, LLC".

Section 3.2 Assumed Names. The Board may cause the Company to do business under one or more assumed names. In connection with the use of any such assumed names, the Board shall cause the Company to comply with the Texas Assumed Business or Professional Name Act, Tex. Bus. & Com. Code § 36.01 et seq., as amended.

Section 3.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Texas shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Ce1iificate of Formation or such other Person or Persons as the Board may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Board may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by Sections 3.151 and 101.50I of the TBOC. The Company may have such other offices as the Board may designate from time to time.

**ARTICLE IV.**

**PURPOSE; LICENSE**

* 1. Purpose. The Company shall engage in the business of owning and managing the Intellectual Property for use by the Members (subject to the terms and conditions of this Company Agreement) in connection with the Member's respective businesses, as well as engaging in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purpose.
  2. License of Intellectual Property.
     1. Subject to the te1ms and conditions hereof, for so long as a Member remains a Member of the Company, the Company hereby grants to such Member a nontransferable, in-evocable, royalty-free license, with no right to sublicense, to use the Intellectual Prope1iy solely for and in connection with the promotion, adve1iisement, marketing, and operation of the business of such Member.
     2. Each Member, on behalf of itself and its Affiliates, agrees that the Intellectual Property is the sole and exclusive prope1iy of the Company. Each Member, on behalf of itself and its Affiliates, agrees neither to assert any claim to any goodwill, reputation or ownership of the Intellectual Property by virtue of licensed use of the Intellectual Prope1iy nor to contest the validity or the Company's ownership of the Intellectual Prope1iy. Each Member, on behalf of itself and its Affiliates, agrees that it will not do or permit any act or thing to be done in derogation of any of the Company's rights in connection with the Member's use of the Intellectual Prope1iy and that such Member will not use the Intellectual Property except as licensed under Section 4.2A. above or any other applicable provisions of this Company Agreement. Each Member, on behalf of itself and its Affiliates, acknowledges and agrees that any goodwill associated with the use of the Intellectual Prope1iy shall inure directly and exclusively to the Company. Each Member, on behalf of itself and its Affiliates, agrees that such Member will not, directly or indirectly, register or attempt to register any of the names or trademarks included in the Intellectual Property or any trade name or trademark that is similar or likely to be confused with any

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Description automatically generatedtrade names or trademarks included in the Intellectual Property. Following the date hereof, each Member agrees (at the Board's request) to provide the Company with reasonable assistance regarding the prosecution by the Company of any applications before the U.S. Patent and Trademark Office. In addition to the foregoing, each Member covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be reasonably necessary or desirable to perfect title in the Intellectual Property with the Company, its successors or assigns, it being understood that any expense incident to the execution of such papers shall be borne by the Company, its successors and assigns

# ARTICLE V. MEMBERS

Section 5.1 Initial Members. The names and addresses of the initial Members of the Company are as set forth on Schedule A of this Company Agreement. At the date hereof, there are no other Members of the Company, and no other Person has any right to take part in the ownership or management of the Company.

Section 5.2 Admission of Additional Members. Additional Members of the Company may be admitted as follows:

1. If a proposed additional Member desires to acquire Membership Unit(s) from the Company, such acquisition may be made and the admission of the additional Member shall become effective only if the identity of the proposed additional Member, first has a member as a sponsor, second, is approved by the Board of Directors after consulting with the closest active member meeting the minimum participation requirements in 11.5 and has received a vote of approval by a Majority in Interest of the Members~~., and (ii) any Member if the prima1y operating location of such Member's business is located within a 300-mile radius of the prima1y operating location of the proposed additional Member, which approval may be granted or withheld in the absolute discretion of such Member; provided, that such Member is then meeting Primary Supplier Requirement and the Minimum Purchase Requirement set forth in Section 11.5 below.~~ Except as provided in Section 10.2(f) hereof, additional Members admitted to the Company pursuant to this Section 5.2.A. shall not be required to make a Capital Contribution to the Company in exchange for the Membership Units received in the Company pursuant to this Section 5.2.A, and (iii) Prior to any vote or approval a proposed member must disclose any and all existing conflict of interest including but not limited to ownership or equity interests of a company, within industry or external to the industry, in which we operate. Disclosure is required to ensure no conflict of interest exists and if any doubt exist then disclosure allows for discussion and approval prior to. Members are required to update their equity interest(s) as changes occur. Changes in equity interests will be reviewed by the Board of Directors for conflicts of interest and acted on accordingly.
2. If a proposed additional Member desires to acquire Membership Units in a Transfer from an existing Member, such Transfer may be made, and the admission of the additional Member shall become effective only in accordance with Section 11.2 hereof. All other attempted Transfers of any interest or 1ight, or any part thereof, in or in respect of the Company shall be null and void *ab initio.*

Section 5.3 Membership Units. The Company shall have authority to issue one (1) class of Membership Unit(s), to be designated "Membership Unit(s)". The Company shall have authority to issue I 0,000,000 Membership Units.

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**ARTICLE VI.**

**CAPITAL CONTRIBUTIONS/LOANS AND MEMBERSHIP UNITS**

Section 6.1 Capital Contributions.

1. Contemporaneous with the execution of this Company Agreement, each Member shall contribute all of such Member's rights, title and interest in and to the Intellectual Prope1ty to the capital of the Company. The Members agree that the current value of the Intellectual Prope1ty is $0.00.
2. Except as provided in Section 10.2([) hereof, none of the other Members shall be required to make any Capital Contributions to the Company.

Section 6.2 Membership Units. Each Member shall own the Membership Units set forth opposite such Member's name on Schedule A.

Section 6.3. Capital Accounts. A Capital Account shall be established and maintained for each Member.

**ARTICLE VII. DISTRIBUTIONS OF NET CASH FLOW;**

**ALLOCATION OF NET PROFIT, NET GAINS AND NET LOSSES**

Section 7.1 Allocation of Net Profit, Net Gain and Net Loss. For purposes of maintaining the Capital Accounts of the Members, and in determining the rights of the Members among themselves, all net profit, net gain and net loss of the Company shall be allocated to the Members in accordance with their Interests.

Section 7.2 Net Cash Flow Distributions. Except as otherwise agreed by a Super Majority of the Members, the Company can choose to ~~shall~~ make distributions of Net Cash Flow to the Members in accordance with their Interests.

**ARTICLE VIII.**

**OWNERSHIP OF COMPANY PROPERTY**

Company Prope1ty shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company Property or any portion thereof. Title to any or all Company Property may be held in the name of the Company or one or more nominees, as the Board may determine. All Company Property

shall be recorded as the prope1ty of the Company on its books and records, irrespective of the name in which legal title to such Company Property is held.

**ARTICLE IX.**

**FISCAL MATTERS; BOOKS AND RECORDS**

Section 9.1 Bank Accounts: Investments. Capital Contributions, revenues and any other Company funds shall be deposited by the Board in a bank account established in the name of the Company or shall be invested by the Board in fu1therance of the purpose of the Company. Funds deposited in the Company's bank accounts may be withdrawn only to be invested in furtherance of the Company purpose, to pay Company debts or obligations or to be distributed to the Members pursuant to this Company Agreement.

Section 9.2 Records Required by the Act; Right of inspection.

1. Records Required. During the term of the Company and for a period of four (4) years thereafter, the Board, at the expense of the Company, shall maintain in the Company's principal office in the United States specified in Section 3.3 hereof all records required to be kept pursuant to the Act, including, without limitation, (i) a current list of the names, addresses and Membership Units held by each of the Members (including, if any class or group of interests is established under the Certificate of Formation or this Company Agreement, the names of the Members who are members of each such class or group); (ii) copies of federal, state and local information or income tax returns for each of the Company's six (6) most recent tax years; (iii) copies of this Company Agreement and the Certificate of Formation, including all amendments or restatements; (iv) if such information is not othe1wise set forth in the Certificate of F01mation or this Company Agreement, a written statement of (a) the amount of the cash contribution and a description and statement of the agreed value of any other contribution made by each Member, and the amount of the cash contribution and a description and statement of the agreed value of any other contribution that the Member has agreed to make in the future as an additional contribution; (b) the times at which any additional contributions are to be made or events requiting contributions to be made; (c) events requiring the Company to be dissolved and its affairs wound up; and (d) the date on which each Member became a Member of the Company; and (v) correct and complete books and records of account of the Company.
2. Right of inspection. On written request stating the purpose, a Member or an assignee of a Member's Interest (an "Eligible Person") may examine and copy in person or by the Eligible Person's representative, at any reasonable time, for any proper purpose, and at the Eligible Person's expense, records required to be maintained under the Act and such other infom1ation regarding the business, affairs and financial condition of the Company as is just and reasonable for the Eligible Person to examine and copy. Upon written request by any Eligible Person made to the Board at the address of the Company's principal office in the United States specified in Section 3.3 hereof, the Company shall

provide to the Eligible Person without charge true copies of (i) this Company Agreement and the Certificate of Formation and all amendments or restatements, and (ii) any of the tax returns of the Company described above.

Section 9.3 Books and Records of Account. The Board, at the expense of the Company, shall maintain adequate books and banking records of account for the Company that shall be maintained on the method of accounting selected by the Board and on a basis consistent with appropriate provisions of the Code, containing, among other entries, a Capital Account for each Member.

Section 9.4 Tax Returns and Information. The Members intend for the Company to be treated as a partnership for tax purposes. The Board shall prepare all federal, state and local income and other tax returns that the Company is required to file. The Board shall send or deliver to each Person who was a Member at any time during such year such tax information as shall be reasonably necessary for the preparation by such Person of his federal income tax return and state income and other tax returns.

Section 9.5 Delivery of Financial Statements to Members. As to each fiscal quarter and year of the Company, the Board shall send to each Member that so requests a copy of (i) a balance sheet of the Company as of the end of the applicable fiscal period and (ii) an income statement of the Company for such period. Such financial statements shall be delivered by no later than thirty (30) days following the end of a fiscal quarter (other than year-end) and ninety

(90) days following the end of the fiscal year to which the statements apply.

Section 9.6 Audits at Request of Member. Any Member shall have the right to have an audit conducted of the Company books, which audit may be requested with respect to the annual financial statements under Section 9.5 above. The cost of the audit shall be borne by the Member requesting that the audit be performed or, upon the approval of the Board, by the Company. The audit shall be performed by an accounting firm acceptable to the Board and the Member requesting the audit. Not more than one (l) audit shall be required by any or all of the Members for any fiscal year.

Section 9.7 Fiscal Year. The Company's fiscal year shall end on December 31 of each calendar year.

Section 9.8 Tax Elections. The Company shall make such elections on the appropriate tax returns as the Board may deem appropriate and in the best interests of the Members. In the event the Company is treated as a partnership for federal income tax purposes, neither the Company nor any Manager or Member may make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law.

Section 9.9 Tax Matters Partner. The Board operates ~~designates AG&M~~ as the "tax matters partner" of the Company pursuant to Section 623l(a)(7) of the Code. The tax matters partner shall inform ~~the Board and~~ each other Member of all significant matters that may come to his

attention in his capacity as "tax matters partner" by giving notice thereof on or before the fifth Business Day after becoming aware thereof and, within that time, shall forward to ~~the Board and~~ each other Member copies of all significant written communications he may receive in that capacity.

**ARTICLE X.**

**MANAGEMENT OF THE COMPANY**

Section 10.1 Management.

1. Board of Managers. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, a Board of Managers (the "Board"), which shall act as provided in this Company Agreement. A Manager serving on the Board need not be a resident of the State of Texas but must be a Member or a principal owner or officer of a Member. Any Person dealing with the Company, other than a Member, may rely on the authority of the Managers, or any of them, in taking any action in the name of the Company without inquiry into the provisions or compliance herewith, regardless of whether that action is actually taken in accordance with the provisions of this Company Agreement.
2. Executive Director. The day-to-day operations of the Company shall be managed by the Executive Director, who shall at all times report to the Board ~~be the Manager selected by AG&M~~ pursuant to Section 10.3(a) below. The salary or other compensation, of the Executive Director shall be fixed by the Board.

Section 10.2 Specific Limitations on the Board. Notwithstanding anything to the contrary in this Company Agreement, without the prior approval of a Super Majority of the Members, the Board shall have no right, power or authority to take any of the following actions on behalf of the Company:

* 1. assign Company property in trust for creditors or on the assignee's promise to pay the debts of the Company;
  2. make an assignment for the benefit of creditors or file a voluntary petition under any federal bankruptcy act or any state insolvency law;
  3. do any other act which would make it impossible to carry on the ordinary business of the Company;
  4. sell the Intellectual Property, license the Intellectual Property to persons other than Members of the Company, or take enforcement action with respect to the Intellectual Property; provided, that the Managers shall have the authority to notify any party that the Managers believe is infringing upon, or otherwise violating the rights of the

Company with respect to, the Intellectual Property, and to request that any such party cease and desist such actions;

* 1. borrow money in the name of the Company or use the Company property as collateral for any loan or obligation of the Company;
  2. assess all or a portion of the existing Members or assess new Members in connection with their admission to the Company; or
  3. amend this Agreement, except in accordance with the provisions of Section 15.6 hereof.

Section 10.3 Number; Tenure; Identity. Unless otherwise agreed by a Super Majority of the Members, there shall be seven (7) Managers on the Board, with such Managers to be elected as follows:

1. ~~One (1) Manager will be selected by AG&M (the "AG&M Manager"), provided, that the person selected by AG&M shall be subject to the approval of the Board, such approval is not unreasonably withheld. The initial manager selected by AG&M shall be Chad Seiders, who shall serve until his earlier death, resignation or removal in the manner described herein.~~

Architectural Surfaces will keep a seat on the board for 1 calendar year following the vote to approve the changes to this document by a vote of the membership on (Date to be inserted)

1. 7 ~~Six~~ ~~(6)~~ Managers shall be selected by a Majority in Interest of the Members (the "Member Elected Managers"). The initial Managers selected by the Members shall be as follows:
   1. and\_\_\_\_\_\_\_\_each of whom shall each serve a term of two (2) years, subject to his/her earlier death, resignation or removal.
   2. and ,each of whom shall each serve a term of three (3) years, subject to his/her earlier death, resignation or removal.
   3. and ,each of whom shall each serve a term of four (4) years, subject to his/her earlier death, resignation or removal.
2. Managers selected by a Majority in Interest of the Members after the initial terms set forth in Section 10.3(b) above shall remain in such capacity for a term of three

(3) years or until the earlier of their respective death, resignation or removal in the manner provided herein. With respect to the Member Elected Managers, it is anticipated that Board representation will rotate from Member to Member; provided, that a Member Elected Manager may serve consecutive terms upon the approval of a Majority-in-Interest of the Members.

Section 10.4 Place of Meeting; Conduct of Meetings. Meetings of the Board may be held either within or outside of the State of Texas, at whatever place is specified in the call of the meeting. In the absence of specific designation, the meetings shall be held at the principal office of the Company as provided in Section 3.3 above. The Board may appoint from among the Managers a Chairman who shall preside at meetings of the Board. The Board shall use reasonable efforts to cause all meetings of the Board to be held in accordance with Robert's Rules of Order.

Section 10.5 Regular Meetings. The Board may designate times for the conduct of regular meetings of the Board. No notice need be given to Managers of regular meetings for which the Board has designated a time.

Section 10.6 Special Meetings. Special meetings of the Board may be held at any time upon the call of any one (1) Manager of the Company. A Notification of any special meeting shall be sent to the last known address of each Manager at least two (2) days before the meeting. Notification of the time and place of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of a Notification. Attendance of a Manager at such meeting shall also constitute a waiver of Notification thereof, except where such Manager attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 10.7 Quorum of and Action by Managers. A majority of the number of Managers fixed by or in the manner provided in this Company Agreement, as from time to time amended, shall constitute a quorum for the transaction of business. The act of a majority of the Managers present at any meeting at which a quorum is present shall be the act of the Board.

Section 10.8 Compensation. The salaries and other compensation of the Managers and any Member shall be fixed from time to time by the Board, subject to the approval of a Majority in Interest of the Members.

Section 10.9 Resignation and Removal. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. Any Manager may be removed, either for or without cause, by the affirmative vote of Members holding a Super Majority of the Membership Units. ~~If the AG&M Manager resigns or is removed hereunder, AG&M shall have the right to select a replacement for such AG&M Manager; provided, that such replacement shall be subject to the approval of the Board, which approval may not be unreasonably withheld.~~ If a Member Elected Manager resigns or is removed hereunder, the Board may elect a replacement for such Member Elected Manager, which person shall serve for the remainder of the term of the resigning or removed Member Elected Manager.

Section 10.10 Committees. The Board may, by resolution, designate one or more committees, each of which shall be comprised of one or more Managers, and may designate one or more Managers as alternate members of any committee, who may, subject to any limitations imposed by the Board, replace absent or disqualified members at any meeting of that committee. Any such committee, to the extent provided in such resolution, shall have and may exercise all of the authority of the Board, subject to the limitations set forth in the Act. The Board, by resolution, shall have the power at any time to change the powers and members of any committee, to fill vacancies and to terminate the existence of any committee. The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board of any responsibility imposed by law.

Section 10.11 Action by Written Consent. Any action that may be taken at a meeting of the Board or any committee of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by the Managers having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all Managers entitled to vote on the action were present and voted. Such action shall be taken in accordance with any applicable provisions of the Act, and such consent shall have the same force and effect as a vote of the signing Managers at a meeting duly called and held pursuant to this Article X. No notice shall be required in connection with the use of a written consent pursuant to this Section.

Section 10.12 Limited Power of Attorney. Each Member hereby appoints each of the Managers (and any liquidator pursuant to Section 13.2) as that Member's attorneys-in-fact for the purpose of (i) executing, swearing to, acknowledging, and delivering all certificates, documents, and other instruments as may be necessary, appropriate, or advisable in the judgment of the Managers (or the liquidator) in furtherance of the business of the Company or complying with applicable law, including, without limitation, filings of the type described in Section 2.2 and (ii) executing, acknowledging and delivering any amendment to this Company Agreement and/or any other document necessary to accomplish a transfer of Membership Units accomplished in accordance with Article XI hereof or a forfeiture of Membership Units pursuant to Section 11.3 hereof. This power of attorney is irrevocable and is coupled with an interest. On request by the Board (or the liquidator), a Member shall conform its grant of this power of attorney or any use thereof by the Managers (or the liquidator) and shall execute, swear to, acknowledge, and deliver any such certificate, document, or other instrument.

**ARTICLE XI.**

**RIGHTS, POWERS AND OBLIGATIONS OF MEMBERS**

Section 11.1 Authority; Liability to Third Parties. No Member (other than a Manager) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company. No Member (including any Member who is a Manager) shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

Section 11.2 Transfers of Membership Units.

1. A Member may not make a Transfer of such Member's Membership Units, in whole or in part, except as follows: a Member may Transfer all (but not less than all) of such Member's Membership Units (i) upon the death of a Member that is an individual, to the spouse or lineal descendants of the Member or a trust, corporation, partnership or other entity controlled by or for the benefit of such individuals (collectively, "Family Members"), or (ii) upon a Sale Transaction with respect to a Member, to the purchaser in such Sale Transaction; provided, that, with respect to any Transfer permitted pursuant to this Section 11.2.A., the Transfer also complies with the other provisions of this Section 11.2 below.
2. With respect to any Transfer permitted under Section 11.2.A., the Member or the transferee must file with the Company a written and dated instrument of such Transfer, in fo1m and substance reasonably satisfactory to the Board, executed by both the transferor and the transferee, which instrument shall (i) contain the acceptance by the transferee of all of the tem1s and provisions of this Company Agreement, to the extent applicable to an assignee of a Membership Unit; (ii) contain such representations as the Board may deem necessary or advisable to assure that such Transfer need not be registered under any applicable federal or state securities laws; (iii) instruct the Board as to the Membership Units transferred and to whom and at what address Company distributions and Notifications in respect of such Membership Units should henceforth be sent; and (iv) contain any information required under the Code that is requested by the Board.
3. With respect to any Transfer permitted under Section 11.2.A., the transferor or transferee shall, unless expressly waived by the Board, deliver to the Company an opinion of counsel acceptable to the Board that (i) such Transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, applicable state securities laws, and any rules or Company Agreement promulgated thereunder, and will not othe1wise cause the Company to be in violation of such laws and regulations; and

(ii) the Transfer will not adversely affect the status of the Company as a partnership under the Code, if such status is applicable to the Company immediately prior to the Transfer.

1. Any transferee that receives Membership Units in accordance with the foregoing provisions of this Section 11.2 shall automatically be admitted as a Member.

Section 11.3 Forfeiture of Membership Units. All of a Member's Membership Units shall be forfeited automatically and without consideration or further action by the Company or such Member if (i) such Member voluntarily withdraws from the Company by delivery of written Notification of such withdrawal to the Company, or (ii) a Super Majority of the Members elect to expel such Member from the Company, with or without cause. Upon such forfeiture, the forfeiting Member shall have no further rights to use the Intellectual Property and no rights to future distributions of cash or property by the Company, regardless of whether the cash or property to be distributed was held by the Company on the date of forfeiture. Each Member

hereby agrees that none of the Company, the Members or the Managers shall have any liability whatsoever in connection with any election by the Members to expel such Member, for any reason, in accordance with this Section 11.3.

Section 11.4 Sale of Member's Business.

1. Upon the occurrence of a Sale Transaction with respect to a Member, the Member shall convey such Member's Membership Units to the purchaser in such Sale Transaction, unless the Member elects to retain the Member's Membership Units m accordance with the provisions of Section 11.4.B. below.
2. A Member may elect to retain such Member's Membership Units by delivery of written notice to the Company of such election prior to the consummation of the Sale Transaction. If the selling Member desires to retain such Member's Membership Units following a Sale Transaction, such selling Member shall be required to either

(x) establish a new business which satisfies the Primary Supplier Requirement and the Minimum Purchase Requirement set forth in Section 11.5 below, or (y) license the Intellectual Property to the purchaser in such Sale Transaction or to another party that operates a business in the same geographic area that the selling Member previously operated its business; provided, that the licensee satisfies the Primary Supplier Requirement and the Minimum Purchase Requirement set forth in Section 11.5 below. If the selling Member elects to retain its Membership Units, the purchaser of such Member's business pursuant to the Sale Transaction may not be admitted as a Member of the Company without the selling Member's written consent, for so long as the selling member (or his licensee, as applicable) satisfies the Participation Requirement ~~Primary Supplier Requirement and the Minimum Purchase Requirement~~ set forth in Section 11.5 below.

Section 11.5 Participation ~~Purchase~~ Requirements.

A. Each Member company is required to send at least one representative to the Artisan Showcase and to one of the following in person meetings: Artisan Operations Manager Meeting, Artisan Sales and Marketing Meeting, Artisan Shop Tour, or any other in person meeting as approved for inclusion in this list by the BOD. Each member is required to commit to have the appropriate person in their organization participate in scheduled group calls, web meetings and networking events. All members are required to utilize group buying programs and actively engage with the group through:

* Responding to requests for help by other members
* Sharing of best practices
* Responding and completing member surveys

Failure to do so will result in a review by the Board with a possible removal from the group or will result in the lack of any consideration or consultation when considering adding any new member in the non-participating member’s market area.

1. ~~Each Member hereby agrees to (i) utilize AG&M as its primary granite supplier ("P1imary Supplier Requirement"), and (ii) purchase from AG&M a minimum of~~

~~$150,000.00 of granite per year on a rolling twelve-month basis ("Minimum Purchase Requirement"). If a Member fails to satisfy the Primary Supplier Requirement and Minimum Purchase Requirement, such failure shall jeopardize such Member's continued ownership of Membership Units in the Company, and shall be a factor considered in any vote of the Members to expel such member pursuant to Section 11.3 above. Any member that is not satisfying the Primary Supplier Requirement and the Minimum Purchase Requirement at any time shall not be pe1mitted to use the Intellectual Prope1ty without the written consent of the Board.~~

1. A. In addition to the foregoing, each Member hereby agrees to be current with their dues and bills associated with their membership in the group. ~~maintain its~~ ~~payables to AG&M within a specified number of days, as agreed to by such Member and AG&M, from time to time during the te1m of this Company Agreement~~.
2. ~~The Minimum Purchase Requirement and Primary Supplier Requirement shall only be applicable for so long as AG&M continues to provide "competitive performance" in terms of product pricing and the quality of materials and services provided by AG&M as dete1mined by the Board in its reasonable discretion~~.

Section 11.6 Accreditation and Silica Safety Requirements. Each Member must have completed Silica Safety Certification and be accredited by the Natural Stone Institute (NSI) ~~Marble Institute of America ("MIA")~~ and must apply for accreditation once such Member is eligible to do so under NSI ~~MIA~~ rules or within 2 years of obtaining membership in the group. If a Member fails to maintain or obtain Silica Safety Certification or Accreditation with the NSI ~~MIA~~, such failure shall jeopardize such Member's continued ownership of Membership Units in the Company, and shall be a factor considered in any vote of the Members to expel such member pursuant to Section 11.3 above.

Section 11.7 Restriction on Sales in Other Member's Market. Nothing in this Company Agreement shall restrict or prohibit a Member's ability to sell granite or other products in the same geographic area as another Member. Notwithstanding the foregoing, if a Member elects to sell granite within a 300-mile radius of the primary operating location of another Member's business, the electing Member shall not be pe1mitted to use the Intellectual Prope1ty within a 300-mile radius of the other Member's primary operating location without the other Member's consent.

**ARTICLE XII.**

**MEETINGS OF MEMBERS**

Section 12.1 Place of Meetings. All meetings of Members shall be held at the principal office of the Company as provided in Section 3.3, above, or at such other place within or outside the State of Texas as may be designated by the Managers or Members calling the meeting.

Section 12.2 Annual Meeting. Commencing with the calendar year next following the calendar year in which the Company was organized, annual meetings of the Members shall be held during the first calendar quarter of each year at such day and hour as may be designated in the notice of the meeting. If the annual meeting is not held on the date above specified, the Board shall cause a meeting in lieu thereof to be held as soon thereafter as convenient, and any business transacted, or election held at that meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting at the designated time shall not cause a dissolution of the Company.

Section 12.3 Special Meetings. Special meetings of the Members may be called by resolution of the Board or by Members holding ten percent (10%) or more of the Interests, for the purpose of addressing any matter upon which the Members may vote under this Company Agreement. Members may call a meeting by delivering to the Board one or more written requests signed by the requisite number of Members, stating that the signing Members wish to call a meeting and indicating the specific purpose for which the meeting is to be held. Action at the meeting shall be limited to those matters specified in the call of the meeting.

Section 12.4 Notice. A Notification of all meetings, stating the place, day, and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten {l 0) nor more than sixty (60) days before the meeting to each Member entitled to vote.

Section 12.5 Waiver of Notice. Attendance of a Member at a meeting shall constitute a waiver of Notification of the meeting, except where such Member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Notification of a meeting may also be waived in writing. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the Notification of the meeting but not so included, if the objection is expressly made at the meeting.

Section 12.6 Quorum. Members holding a Majority-interest of the Membership Units shall constitute a quorum at any meeting of the Members, whether present in person or by proxy.

Section 12.7 Voting.

1. Voting and Voting Power. All Members shall be entitled to vote at meetings. Members may vote either in person or by proxy at any meeting. Each Member's percentage voting power at a meeting shall be in proportion to his ownership percentage of Membership Unit(s).
2. Voting on Matters Other than the Election of Managers. Except with respect to any matter other than the election of Managers or a matter for which the vote of a Super Majority of the Members is required under the express te1ms of this Company Agreement, the affirmative vote of the holders of a Majority-in-interest of the Membership Unit(s) at a meeting at which a quorum is present shall be the act of the Members.
3. Voting in the Election of Managers. Each Manager shall be elected separately in the maimer described in Section 10.3 hereof
4. Change in Voting Percentages. No provision of this Company Agreement requiring that any action be taken only upon approval, vote or action of Members holding a specified percentage of the Membership Units or Interest(s) may be modified, amended or repealed unless such modification, amendment or repeal is approved by Members holding at least such specified percentage of Membership Units or Interest(s).

Section 12.8 Conduct of Meetings. The Board shall have full power and authority concerning the manner of conducting any meeting of the Members, including, without limitation, the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of this Article Xll, the conduct of voting, the validity and effectiveness of any

proxies, and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The Board shall designate a Person to serve as chai1man of any meeting and shall further designate a Person to take minutes of any meeting.

Section 12.9 Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed or approved (including by electronic mail) by Members holding the percentage of Membership Units or Interests required to approve such action under the Act, the Certificate of Formation or this Company Agreement. Such consent shall have the same force and effect as a vote of the signing Members at a meeting duly called and held pursuant to this Article XIl. No prior notice from the signing Members to the Board or other Members shall be required in connection with the use of a written consent pursuant to this Section.

Section 12.10 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A facsimile, telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Board, before or at the time of the meeting or execution of the written consent, as the case may be. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the Board, who shall decide all questions touching upon the qualification of voters, the validity of the proxies, and the acceptance or rejection of votes, unless an inspector or inspectors shall have been appointed by the chairman of the meeting, in which event such inspector or inspectors shall decide all such questions. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable, and the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless such instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the Membership Units that are the subject of such proxy are to be voted with respect to such issue.

Section 12.11 Information. The Members acknowledge that, from time to time, they may receive information from or regarding the Company in the nature of trade secrets or that otherwise is confidential, the release of which may be damaging to the Company or Persons with which it does business. Each Member shall hold in strict confidence any such information it receives regarding the Company that is confidential and shall not disclose it to any Person other than another Member or a Manager, except for disclosures (i) compelled by law (but the Member must notify the Board promptly of any request for that information, before disclosing it if practical), (ii) to advisers or representatives of the Member or Persons to which that Member's Membership Units may be transferred as permitted by this Company Agreement, but only if the recipients have agreed to be bound by the provisions of this Section or (iii) of information that

Member has also received from a source independent of the Company that the Member reasonably believes obtained the information without breach of confidentiality. The Members acknowledge that breach of the provisions of this Section may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Members agree that the provisions of this Section may be enforced by specific performance.

**ARTICLE XIII.**

**DISSOLUTION AND WINDING UP**

Section 13.1 Events Causing Dissolution. The Company shall be dissolved upon the first of the following events to occur:

1. the expiration of the term of duration of the Company, if any, set forth in the Certificate of Formation;
2. the written consent of a Super Majority of the Members to dissolve and wind up the affairs of the Company; or
3. the occurrence of any other event that causes the dissolution of a limited liability company under the Act. •

Section 13.2 Winding Up. If the Company is dissolved pursuant to Section 13.1, the Company's affairs shall be wound up as soon as reasonably practicable in the manner set forth below.

1. Appointment of Liquidator. The winding up of the Company's affairs shall be supervised by a Liquidator. The Liquidator shall be the Board or, in the alternative, a liquidator or liquidating committee selected by Members holding a Majority-in-Interest of the Membership Units.
2. Powers of Liquidator. In winding up the affairs of the Company, the Liquidator shall have full right and unlimited discretion, for and on behalf of the Company:
   1. to prosecute and defend civil, criminal or administrative suits.
   2. to collect Company assets, including obligations owed to the Company.
   3. to settle and close the Company's business.
   4. to dispose of and convey all Company Property for cash, and in connection therewith to determine the time, manner and terms of any sale or sales

of Company Property, having due regard for the activity and condition of the relevant market and general financial and economic conditions;

* 1. to pay all reasonable selling costs and other expenses incurred in connection with the winding up out of the proceeds of the disposition of Company Property;
  2. to discharge the Company's known liabilities and, if necessary, to set up, for a period not to exceed five (5) years after the date of dissolution, such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
  3. to distribute any remaining proceeds from the sale of Company Promptly to the Members;
  4. to prepare, execute, acknowledge and file the Certificate of Termination under the Act and any other certificates, tax returns or instruments necessary or advisable under any applicable law to effect the winding up and termination of the Company; and
  5. to exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Board under the terms of this Company Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and functions. The Liquidator (if not the Board) shall not be liable as a Manager to the Members and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in the Certificate of Formation and in Article XIV hereof.

Section 13.3 Compensation of Liquidator. The Liquidator appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and Members holding a Majority-in-Interest of the Membership Units.

Section 13.4 Distribution of Company Property and Proceeds of Sale Thereof.

1. Order of Distribution. Upon completion of all desired sales of Company Property, and after payment of all selling costs and expenses, the Liquidator shall distribute the proceeds of such sales, and any Company Property that is to be distributed in kind, to the following groups in the following order of priority:
   1. to the extent permitted by law, to satisfy Company liabilities to creditors, including Members who are creditors (other than for past due Company distributions), of the Company, whether by payment or establishment of reserves; and
   2. to the Members in accordance with their respective Interests.
2. Insufficient Assets. The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all of the claims of a priority group, the available assets shall be distributed in proportion to the amounts owed to each creditor or the respective Capital Account balances or Interests of each Member in such group.

Section 13.5 Final Report. Within a reasonable time following the completion of the liquidation, the Liquidator shall supply to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's pro rata portion of distributions pursuant to Section 13.4.

Section 13.6 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Company Agreement, and notwithstanding any custom or rule of law to the contrary, and notwithstanding that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Company Agreement, upon dissolution of the Company such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

**ARTICLE XIV.**

**INDEMNIFICATION AND INSURANCE**

Section 14.1 Indemnification and Advance of Expenses. The Company shall indemnify and/or advance expenses to a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person (i) is or was a Manager, Member, officer, employee or agent of the Company, or (ii) is or was serving at the request of the Company as a manager, member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar function of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent provided by, and in accordance with the procedures set forth in, Chapter 8 of Title 1 of the TBOC and any other applicable laws; provided, however, that Chapter 8 of Title 1 of the TBOC shall be modified in the following respects as applied to the Company:

1. Indemnification of any person who has satisfied the standard of conduct set forth in Section 8.l0l(a) of the TBOC shall be mandat01y rather than optional. The determination under Section 8.lOl(a) of the TBOC that indemnification shall be made shall also constitute authorization of indemnification under Section 8.104 of the TBOC.
2. Advancement of expenses to a person who has satisfied the requirements of Section 8.104 of the TBOC shall be mandatory rather than optional.
3. Payment or reimbursement of expenses to a person pursuant to Section

8.106 of the TBOC in connection with his appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

Section 14.2 Insurance. Subject to Section 8.151 of the TBOC, the Company may purchase and maintain insurance or another arrangements on behalf of any Person who is or was a Manager, Member, officer, employee, agent or other Person identified in Section 14.1 above against any liability asserted against him or incurred by him in such a capacity or arising out of his status as such a Person, whether or not the Company would have the power to indemnify him against that liability under Section 14.1 or otherwise.

Section 14.3 Limit on Liability of Members. The indemnification set forth in this Article XIV shall in no event cause the Members to incur any personal liability beyond their total Capital Contributions, nor shall it result in any liability of the Members to any third party.

**ARTICLE XV.**

**MISCELLANEOUS PROVISIONS**

Section 15.1 Entire Agreement. This Company Agreement contains the entire agreement among the Members relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated.

Section 15.2 Law Governing. This Company Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In particular, this Company Agreement is intended to comply with the requirements of the Act and the Certificate of Formation. In the event of a direct conflict between the provisions of this Company Agreement and the mandatory provisions of the Act or any provision of the Certificate of Formation, the Act and the Certificate of Formation, in that order of priority, will control.

Section 15.3 Conference Telephone Meetings. Meetings of the Members, the Board or any committee of the Board may be held by means of conference telephone or similar communications equipment so long as all Persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business thereat on the ground that the meeting is not lawfully called or convened.

Section 15.4 Successors and Assigns. This Company Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, legal representatives, successors and assigns.

Section 15.5 Severability. This Company Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Company Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Members as expressed herein, the remainder of this Company Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 15.6 Amendment. Except as expressly provided herein, this Company Agreement may be amended only by action of Super Majority of the Members.

Section 15.7 Headings. The Article and Section headings appearing in this Company Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

Section 15.8 Construction. Whenever required by the context, as used in this Company Agreement, the singular number shall include the plural, and vice versa, and the gender of all words used shall include the masculine, feminine and the neuter. Unless expressly stated herein, all references to Articles and Sections refer to articles and sections of this Company Agreement, and all references to Schedules are to schedules attached hereto, each of which is made a part hereof for all purposes.

Section 15.9 Offset. Whenever the Company is to pay any sum to any Member, any amounts that the Member owes the Company may be deducted from that sum before payment.

Section 15.10 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company.

Section 15.11 Further Assurances. In connection with this Company Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Company Agreement and those transactions.

Section 15.12 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

Section 15.13 Counterparts and Binding Effect. This Company Agreement may be executed in one or more counterparts each of which shall be an original, but all of which taken together shall constitute a single document. This Company Agreement shall be binding upon

each Member upon adoption by the Board and all Members, as evidenced by their signatures below, regardless of whether any Member has executed the same or any counterpart thereof.

Section 15.14 Creditors Not Benefitted. Nothing in *this* Company Agreement is intended to benefit any creditor of the Company or a Member. No creditor of the Company or a Member will be entitled to require the Board to solicit or accept any loan or additional capital contribution for the Company or to enforce any right which the Company or any Member may have against a Member, whether arising under this Company Agreement or otherwise.

Section 15.15. Other Business. Subject to the provisions of Section 11.7 hereof, the Members and their direct or indirect shareholders, partners and/or Affiliates shall be free to engage in, conduct or to participate in any business or activity whatsoever, without any accountability or obligation whatsoever to the Company or to any other Member, even if such business or activity competes with or is enhanced by the business of the Company. The investing in or conducting of any such business by the Members or any of their direct or indirect shareholders, partners or Affiliates shall not give rise in the other Members or the Company to any claim for an accounting or any right to claim any interest therein, to claim the profits therefrom or to participate therein, even if such investment or business is of a character which, if presented to the Company, could be undertaken by the Company.

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