



NEIGHBORHOOD GROUP NOTICES

A zoning change is requested for the property shown on the attached map. You are listed as an organization within a ½ mile of the proposed change. The purpose of this notice is to provide you with an opportunity for public comment.

You may:

1. Attend the public hearing to present your views and opinions or just merely to observe the proceedings; or
2. Provide a written statement to the Chair of the Commission expressing your support, concerns, or opposition to this case; or
3. Take no further action

Approval or denial of the proposed zoning change by the Zoning Commission is only a recommendation to the City Council. City Council makes the final determination on the outcome of a zoning change.

If you want to comment on this case, please return the form below with any additional written commentary. Letters can be submitted via mail or email as described below. Please submit your response by the Monday before the hearing by 5:00 pm. All letters should reference the relevant case number.

Email: zoninglanduse@fortworthtexas.gov

Mail: Chair of the Zoning Commission
c/o Development Services, City Hall
200 Texas St, Fort Worth, TX 76102

To register to speak at the Zoning Commission hearing, please visit fortworthtexas.gov/calendar and select the Zoning Commission meeting date. The deadline for speaker registration is 5:00 p.m. the day before the hearing.

To register to speak at the City Council hearing, please visit fortworthtexas.gov or contact the City Secretary's Office at 817-392-6150.

PUBLIC HEARING DATES	
Zoning Commission	
City Council	
Location: Council Chambers, Second Floor of City Hall	
LOCATION MAP	

Case Number:		
Applicant:	Site Address:	Council District:
Current Zoning:	Proposed Zoning:	Proposed Use:

Please complete the section below for your organization, or send a separate letter to the email or mailing address listed above.

Organization Name:	Oppose	Support
Signature of Representative:	Printed Name of Representative:	

FORT WORTH
ZONING CHANGE / SITE PLAN APPLICATION

CONTACT INFORMATION

PROPERTY OWNER CCA AND CNB LLC

Mailing Address 3212 MEADOWBROOK DRIVE City, State, Zip FORT WORTH, TX, 76132

Phone _____ Email _____
Joshua Galbreath

APPLICANT _____

Mailing Address 3212 meadowbrook dr City, State, Zip fort worth tx 76103

Phone 817-609-9165 Email joshua.mdhs@gmail.com

AGENT / OTHER CONTACT _____

Mailing Address _____ City, State, Zip _____

Phone _____ Email _____

Note: If the property owner is a corporation, partnership, trust, etc., documentation must be provided to demonstrate that the person signing the application is legally authorized to sign on behalf of the organization.

PROPERTY DESCRIPTION

Site Location (Address or Block Range): 7709 CAMP BONIE WEST BOULEVARD

Total Rezoning Acreage: 0.50 I certify that an exhibit map showing the entire area to be rezoned is attached.

If multiple tracts are being rezoned, the exhibit map must clearly label each tract and the current and proposed zoning districts. A platted lot description or certified metes and bounds description is required for each tract, as described below.

Is the property platted?

YES - PLATTED

Subdivision, Block, and Lot (list all): A PORTION OF LOTS 12A AND 12B, BLOCK 3, BANKHEAD ESTATES

Is rezoning proposed for the entire platted area? Yes No Total Platted Area: 0.50 acres

Any partial or non-platted tract will require a certified metes and bounds description as described below.

NO - NOT PLATTED

A Registered Texas Surveyor's certified metes and bounds legal description is required. The boundary description shall bear the surveyor's name, seal, and date. The metes and bounds must begin at a corner platted lot or intersect with a street. All metes and bounds descriptions must close. If the area to be rezoned is entirely encompassed by a recorded deed, a copy of the deed description is acceptable. The certified metes and bounds description must be provided in Microsoft Word format.

Total Area Described by Metes and Bounds: 0.500 acres

APPLICATION TYPE

Please check the box next to the description that applies to your project. Make sure to select the corresponding application type when submitting your application in Accela (Zoning Change or Site Plan Amendment).

Zoning Change Application	Site Plan Amendment
<input checked="" type="checkbox"/> Rezoning from one standard zoning district to another <input type="checkbox"/> Rezoning to Planned Development (PD) District <input type="checkbox"/> Adding a Conditional Use Permit (CUP) Overlay <input type="checkbox"/> Modifying development standards, waivers, and/or land uses for an existing PD or CUP	<input type="checkbox"/> Submitting a required site plan for an existing PD <i>(no change to development standards or waivers)</i> <input type="checkbox"/> Amending a previously approved PD or CUP site plan Existing PD or CUP Number: _____ Previous Zoning Case Number: _____

DEVELOPMENT INFORMATION

Current Zoning District(s): A-5 Proposed Zoning District(s): CR" Low Density
 Current Use of Property: vacant Land
 Proposed Use of Property: 8 unit apartment building, 3 Bed/2 bath units

For Planned Development (PD) Requests Only

First, reference Ordinance [Section 4.300](#) to ensure your project qualifies for PD zoning. If so, complete the following:

Base Zoning District Proposed for PD: _____

Land Uses Being Added or Removed: _____

Are Development Standards or Waivers being requested? Yes No If yes, please list below:

- Site Plan Included (completed site plan is attached to this application)
- Site Plan Required (site plan will be submitted at a future time for approval by Zoning Commission and City Council)
- Site Plan Waiver Requested (in the box above, explain why a waiver is needed)

For Conditional Use Permit (CUP) Requests Only

Current Zoning of Property: _____

Additional Use Proposed with CUP: _____

Are Development Standards or Waivers being requested? Yes No If yes, please list below:

- A site plan meeting requirements of the attached checklist is included with this application (required for all CUP requests)

DETAILED PROJECT DESCRIPTION

Please provide a detailed summary of your proposal below. This should include a detailed description of the proposed use and reason for rezoning, how this use is compatible with surrounding land uses and the City's Comprehensive Plan, and any other details relevant to your request. Feel free to attach additional pages, concept plans, etc. as needed.

For PD or CUP requests, please explain why your proposal cannot be accommodated by standard zoning districts, clarify if any waivers are being requested and why, and detail any changes from previously approved site plans or development standards.

The current zoning is industrial, surrounded by a Planned Development to the west and CAMP Bowie IA to the north.

We wish to rezone to CR-MF to increase housing in the area.

Counselman Crane supports the request as the challenge is the air force base.

ADDITIONAL QUESTIONS

1. Is this property part of a current Code Compliance case? Yes No If yes, please explain:

CODE: BRPUP ~~000 000 000~~ 741
 homeless / building

2. Is the purpose of this request to provide a reasonable accommodation for a person(s) with disabilities? Yes No

If yes, this application will be directed to the Development Services Director or Zoning Administrator for review pursuant to Ordinance No. 22098-03-2016, "Reasonable Accommodation or Modification for Residential Uses." Applications under a Reasonable Accommodation Ordinance review will not be heard by the Zoning Commission. Please see Ordinance No. 22098-03-2016 (Chapter 17, Division V) for more information. (Note to staff: If yes, send a copy of this application and any attachments to the Zoning Administrator as soon as possible.)

3. Have you contacted the relevant Council Member to discuss your proposal? Yes No [Click to find your Council District.](#)

4. Have you contacted nearby neighborhood organizations and property owners to discuss your proposal? Yes No

The Fort Worth Neighborhood Database includes contact information for each registered organization. To find a list of organizations in close proximity to your site, please use the [Online Zoning Map](#) or contact [Community Engagement](#). All registered groups within ½ mile of your site and property owners within 300 feet will be notified of the request.

5. Would you need Translation Services to explain your case and answer questions at either the Zoning Commission and/or at City Council hearing? (at no cost to you)

¿Va usted a necesitar servicios de traducción para explicar y contestar preguntas sobre su caso ante la Comisión de Zonificación y/o frente al Consejo de la Ciudad? (sin coste para usted) Sí No

If yes, please explain in which language you need translation/ Si así lo quiere, explique en qué idioma: _____

6. The following items are required with your application. Please confirm submittal by checking each item below.

- Completed copy of Zoning Change Application with original signatures (pages 2-6)
- Corporate documents demonstrating signature authority if property owner is a corporation, partnership, trust, etc.
- A copy of the recorded plat or certified metes and bounds description (page 2)
- An exhibit map showing the entire area to be rezoned with labels for current and proposed zoning districts
- If requesting Planned Development (PD) zoning or a Conditional Use Permit (CUP):
 - Site Plan meeting requirements of attached checklist (pages 7-8)
 - A list of all waiver requests with specific ordinance references

ACKNOWLEDGEMENTS / LETTER OF AUTHORIZATION FOR ZONING CASE REPRESENTATION

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my zoning request.

I understand that Planning staff will not conduct a plan review for this development and any and all development / design standards must be adhered to unless otherwise specified through a waiver.

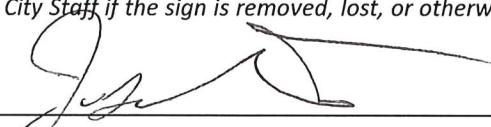
I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the second Tuesday of the following month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard by the City Council at the prescribed Council hearing date where a final decision will be made.

I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.

I reserve the right to withdraw this proposal at any time, within 14 days of the deadline filing date, upon written request filed with the Executive Secretary of the Commission. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, filed any time after the 14 days following the filing deadline, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / we respectfully request approval and adoption of the proposed zoning / land use of property, within the City of Fort Worth, as identified in this application.

SIGN INSTALLATION AUTHORIZATION

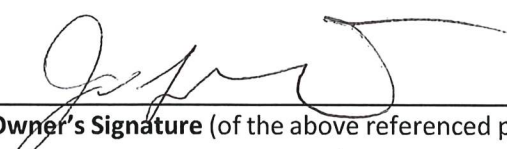
Authority is hereby granted to the City of Fort Worth, or its agent, to install upon the above described property, sign or signs in a conspicuous place, or places, at a point, or points nearest any right-of-way, street, roadway or historic designation, or, special exception or public thoroughfare abutting said property. Such sign or signs indicate that a zoning amendment is proposed and that further information can be acquired by telephoning the number indicated. I shall inform City Staff if the sign is removed, lost, or otherwise ceases to be displayed on my property during the processing of the zoning case.

Owner's Signature (of the above referenced property): 

Owner's Name (Printed): Joshua Galbreath

If application is being submitted by an applicant or agent other than the property owner, complete the section below:

AUTHORITY IS HEREBY GRANTED TO (NAME) _____ ACTING ON MY BEHALF AS THE OWNER OF THIS PROPERTY AS INDICATED AT THE APPRAISAL DISTRICT, TO FILE AND PRESENT AN APPLICATION TO THE CITY OF FORT WORTH, TEXAS, TO REQUEST A CHANGE IN ZONING CLASSIFICATION FOR THE FOLLOWING PROPERTY: _____ (CERTIFIED LEGAL DESCRIPTION)

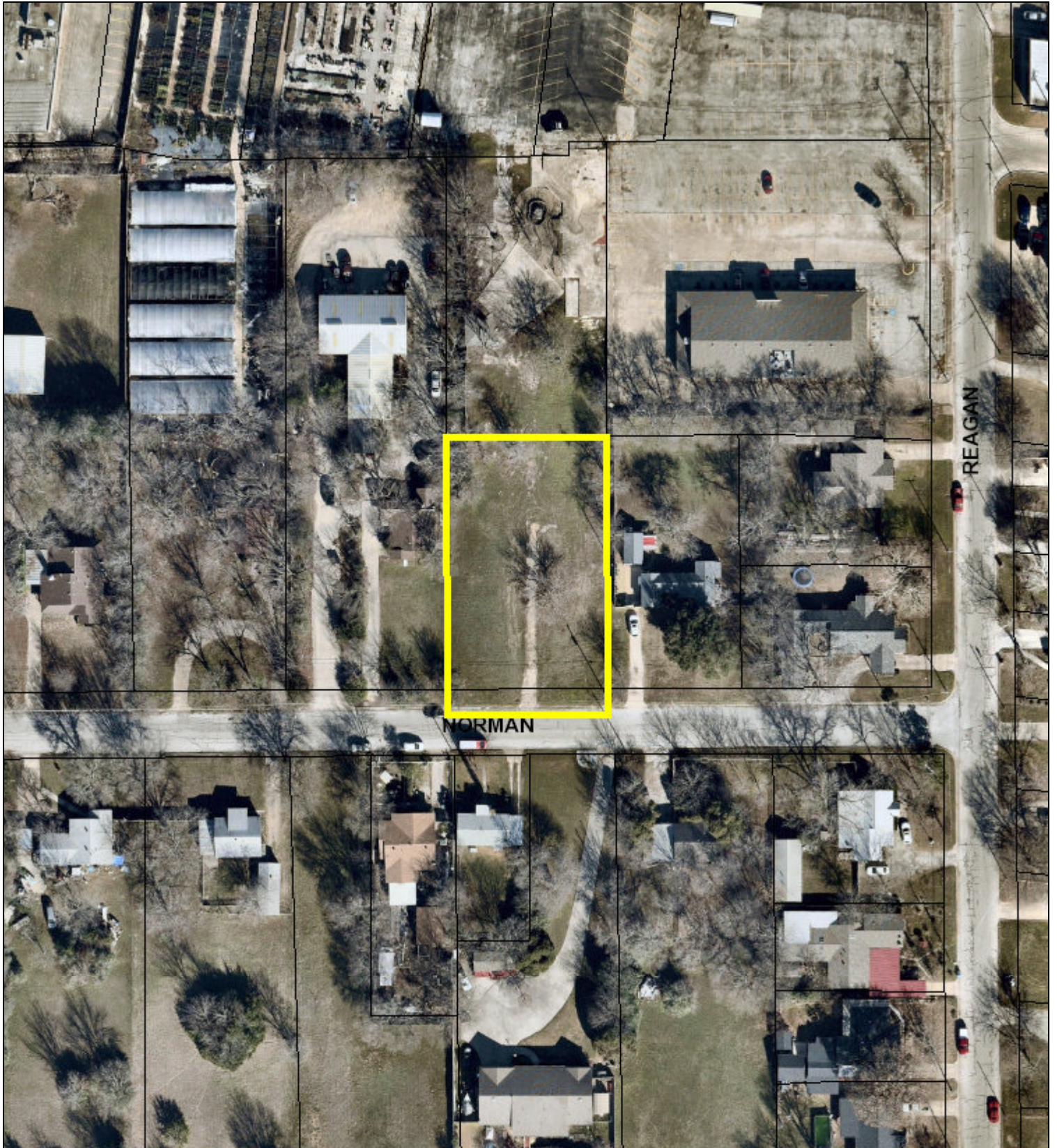

Owner's Signature (of the above referenced property)

Joshua Galbreath
Owner's Name (Printed)

Applicant or Agent's Signature

Applicant or Agent's Name (Printed):

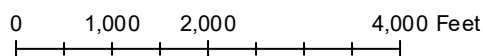
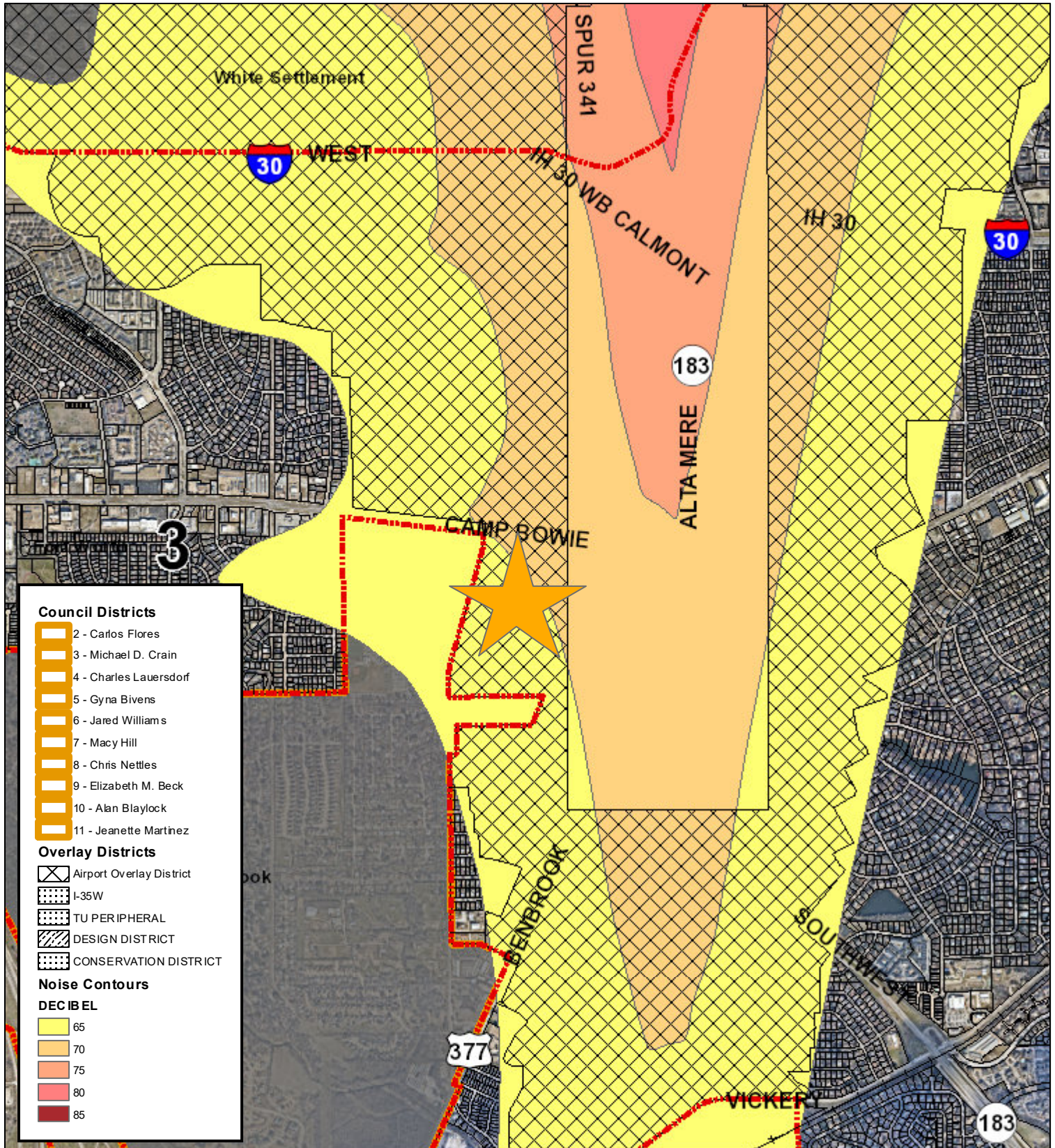
Aerial Photo Map



0 55 110 220 Feet



Area Map

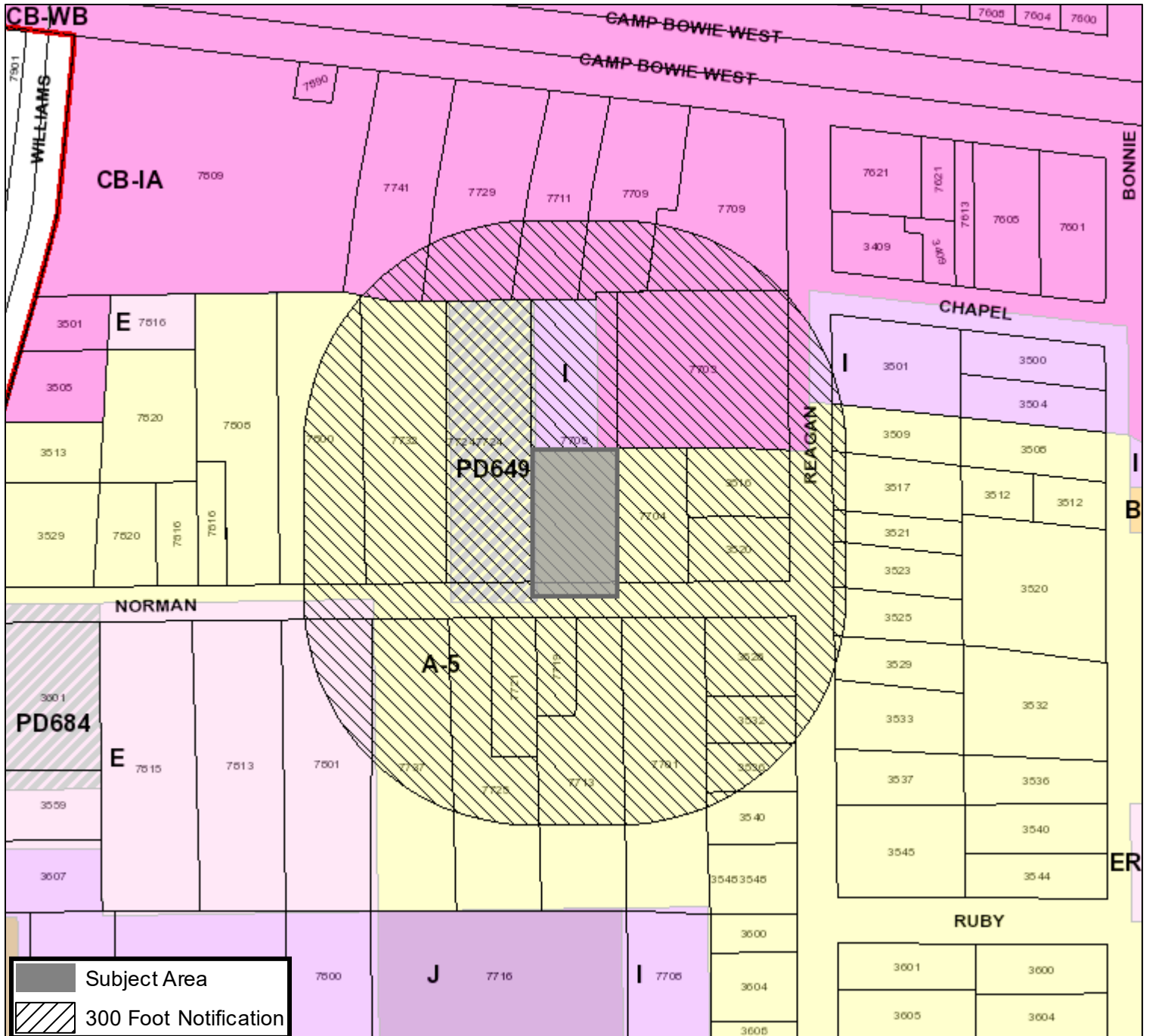






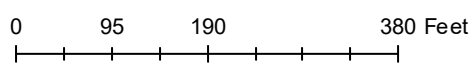
ZC-23-195

Area Zoning Map

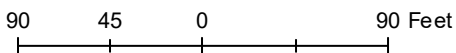
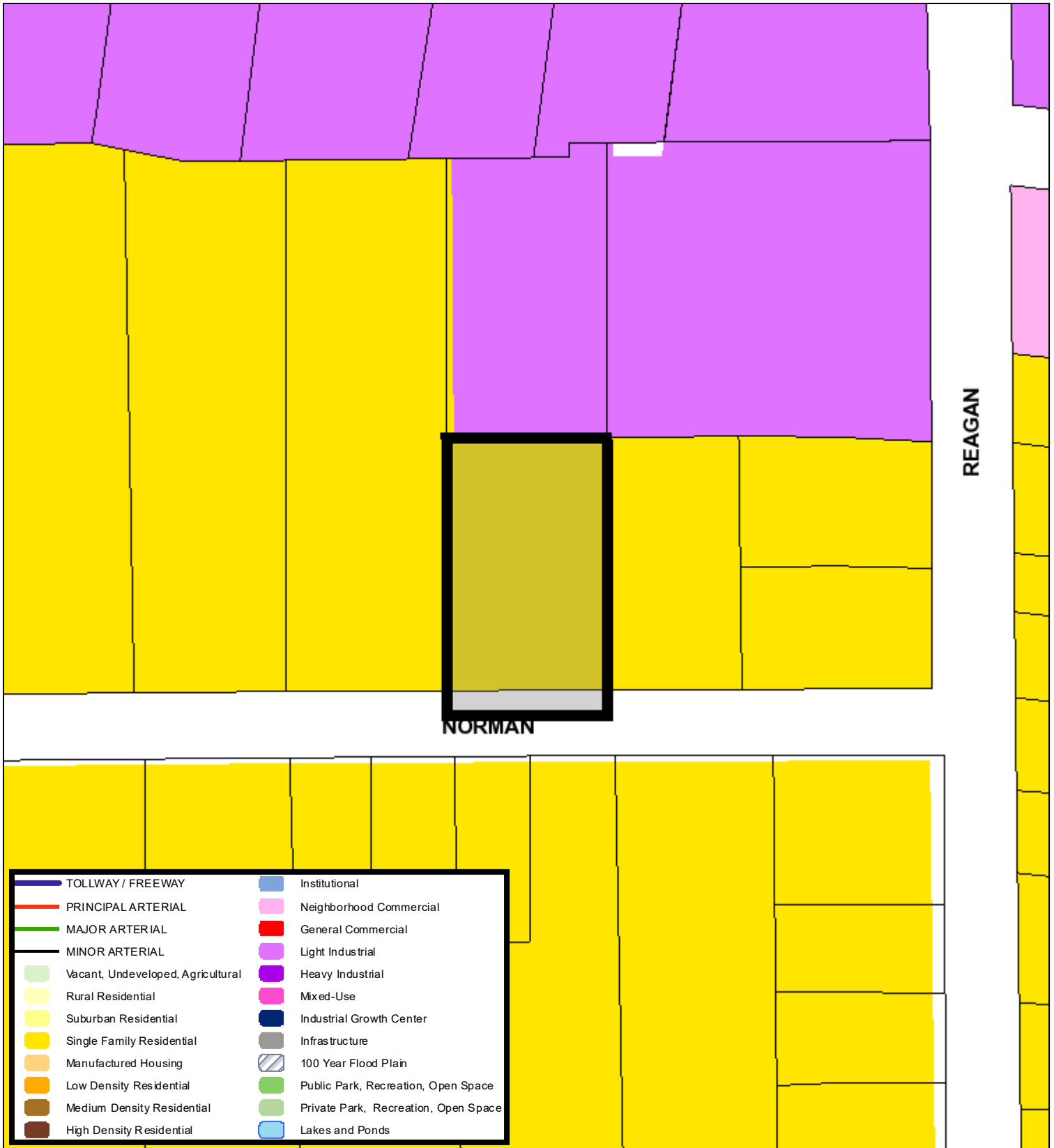
Applicant: CCA and CWB LLC
 Address: 7709 Camp Bowie West Boulevard
 Zoning From: A-5
 Zoning To: CR
 Acres: 0.50001719
 Mapsco: Text
 Sector/District: Western_Hills_Ridglea
 Commission Date: 7/10/2024
 Contact: 817-392-8043



 Subject Area
 300 Foot Notification



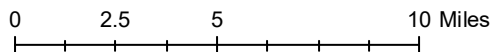
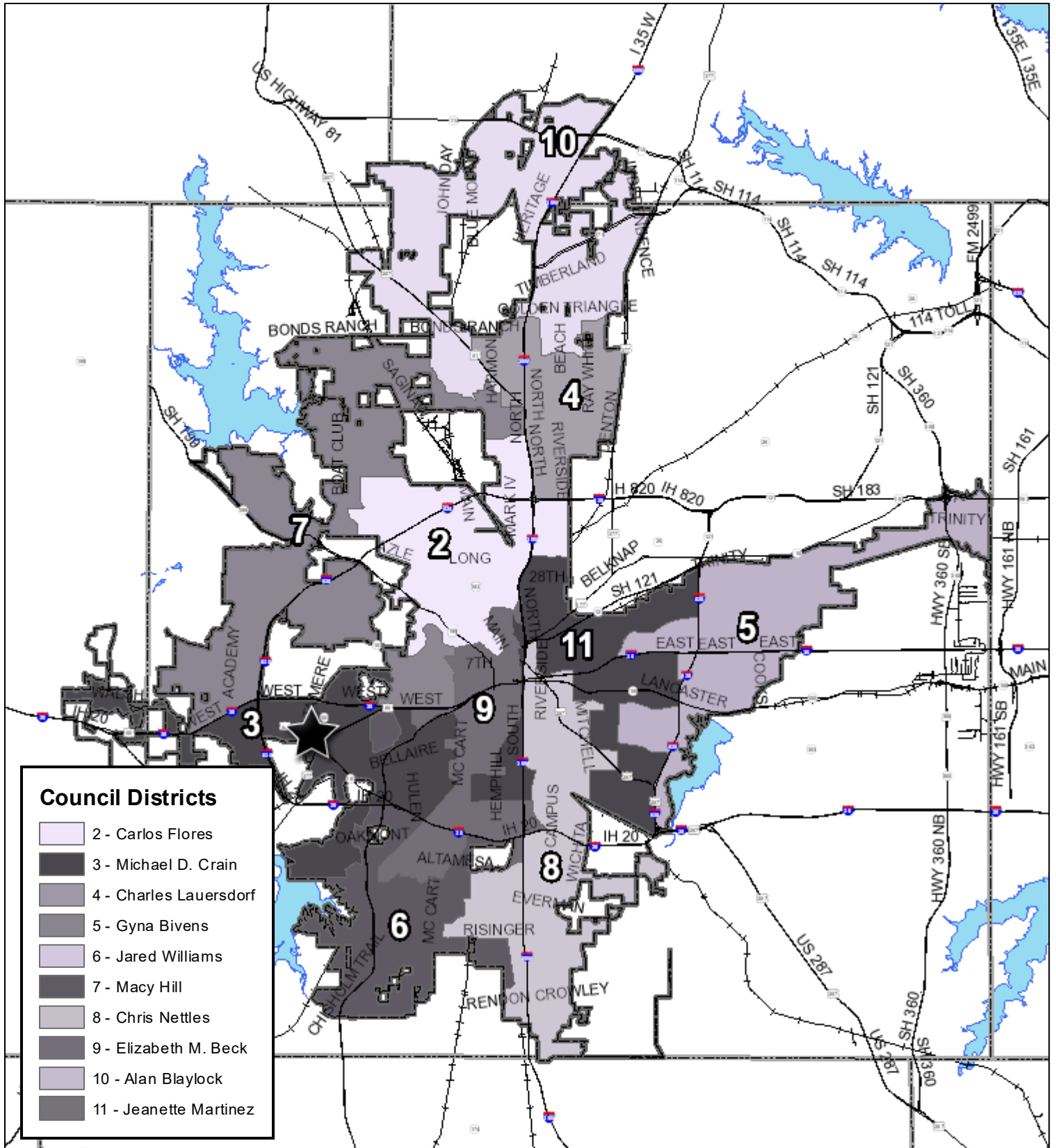
Future Land Use



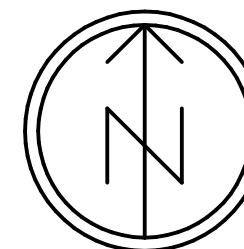
A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries. (Texas Local Government Code, Section 213.005.) Land use designations were approved by City Council on March 6, 2018.



Location Map



U. S. HWY. NO. 80
CAMP BOWIE WEST BOULEVARD
(R/W VARIES)



SCALE: 1" = 40'
0 10 20 50 100

LEGEND:

- LP = LIGHT POLE
- PP = POWER POLE
- TP = TELEPHONE POLE
- AC = AIR CONDITIONER
- LS = LANDSCAPE AREA
- CA = COVERED ASPHALT
- CC = COVERED CONCRETE
- BC = BRICK COLUMN
- BW = 0.6" BRICK WALL
- GMH = GAS MANHOLE
- WMH = WATER MANHOLE
- HC = HANDICAP PARKING SPACE
- HR = HANDICAP ACCESS RAMP
- MS1 = 2" METAL PLASTIC & SIGN
- MS2 = 1.4" METAL & PLASTIC SIGN
- CH = 2.5" X 5.6" BRICK CHIMNEY
- CCB = 3.5" X 5" BURIED CABLE BOX
- BTB = 3" X 5.5" BURIED TELEPHONE BOX
- WS = 8.2' X 12.5' WOOD SNOW CONE STAND
- CM = CONTROLLING MONUMENT
- UE = UTILITY EASEMENT

TITLE COMMITMENT NOTES AND GENERAL SURVEY NOTES

The Basis of Bearings used to prepare this survey is the Warranty Deed recorded in Volume 13188, Page 456, Real Property Records, Tarrant County, Texas.

Easements and building lines shown hereon and denoted "Per Plat 1" refer to the plat recorded in Volume 388-A, Page 121, Plat Records, Tarrant County, Texas. (Schedule B, Item 10.e)
Easements and building lines shown hereon and denoted "Per Plat 3" refer to the plat recorded in Volume 388-0, Page 245, Plat Records, Tarrant County, Texas. (Schedule B, Item 10.f)
Easements and building lines shown hereon and denoted "Per Plat 2" refer to the plat recorded in Volume 388-160, Page 22, Plat Records, Tarrant County, Texas. (Schedule B, Item 10.g)
The portion of Lot 9-R contained within the subject property is affected by the open space and non-obstruction easement recorded in Volume 10971, Page 1402, Real Property Records, Tarrant County, Texas. There is no graphic effect on the survey. The term of this easement has expired. (Schedule B, Item 10.h)

LEGAL DESCRIPTION

Being a portion of Lots 7 and 8, Block 3, Bankhead Estates, an addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-A, Page 121, Plat Records, Tarrant County, Texas, and a portion of Lot 9-R, Block 3, of said Bankhead Estates, according to plat recorded in Volume 388-160, Page 22, of said Plat Records, and all of Lots 12-A and 12-B, Block 3, of said Bankhead Estates, according to plat recorded in Volume 388-0, Page 245, of said Plat Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch steel rod at the southwest corner of said Lot 12-A, at the southeast corner of Lot 13, of said Block 3, and in the north right-of-way line of Norman Avenue, a 50 feet wide public street;
THENCE North 00 degrees 03 minutes 26 seconds West along the common line of said Lots 12-A and 13, 380.00 feet to a set 1/2 inch steel rod at the southwest corner of said Lot 12-A, at the northeast corner of said Lot 13, and in the south line of said Lot 7;
THENCE South 89 degrees 58 minutes 17 seconds West along the common line of said Lots 7 and 13, 24.26 feet to a set 1/2 inch steel rod at the southwest corner of said Lot 7, and at the southeast corner of Lot 6, of said Block 3;
THENCE North 08 degrees 37 minutes 52 seconds East along the common line of said Lots 6 and 7, 265.63 feet to a found "X" cut in concrete in the south right-of-way line of U. S. Highway No. 80 (Camp Bowie West Boulevard), a public street with a variable width;
THENCE South 82 degrees 38 minutes 30 seconds East along the south right-of-way line of said U. S. Highway No. 80, 325.07 feet to a found 1/2 inch steel rod at the northeast corner of said Lot 9-R, and at the intersection of said south right-of-way line with the west right-of-way line of Reagan Drive, a 60 feet wide public street;
THENCE South along the east line of said Lot 9-R and the west right-of-way line of said Reagan Drive, 212.04 feet to a set P. K. nail;
THENCE South 89 degrees 58 minutes 17 seconds West, at 223.07 feet passing a found "Y" cut in concrete, in all 226.01 feet to a found 1/2 inch steel rod;
THENCE South 00 degrees 03 minutes 26 seconds East, at 8.77 feet passing the northeast corner of said Lot 12-B and the westerly northwest corner of said Lot 9-R, and continuing along the east line of said Lot 12-B, in all 388.77 feet to a found 5/8 inch steel rod at the southeast corner of said Lot 12-B, at the southwest corner of Lot 11, of said Block 3, and in the north right-of-way line of said Norman Avenue;
THENCE South 89 degrees 56 minutes 17 seconds West along the south line of said Lots 12-B and 12-A, and along the north right-of-way line of said Norman Avenue, 112.00 feet to the Point of Beginning, and containing 2.8406 acres (123,737 square feet) of land, more or less.

Street Address: 7709 Camp Bowie West Boulevard Fort Worth, Texas 76116

No part of the subject property lies within the 100-year flood plain according to the FEMA map with the following designation:
Zone X Community 480596 Panel 0280-K Eff. Date 9-25-09

I hereby certify that this sketch of survey of the above described property is the result of an on-the-ground survey prepared under my direct supervision, and that there are no intrusions or protrusions, except as noted.

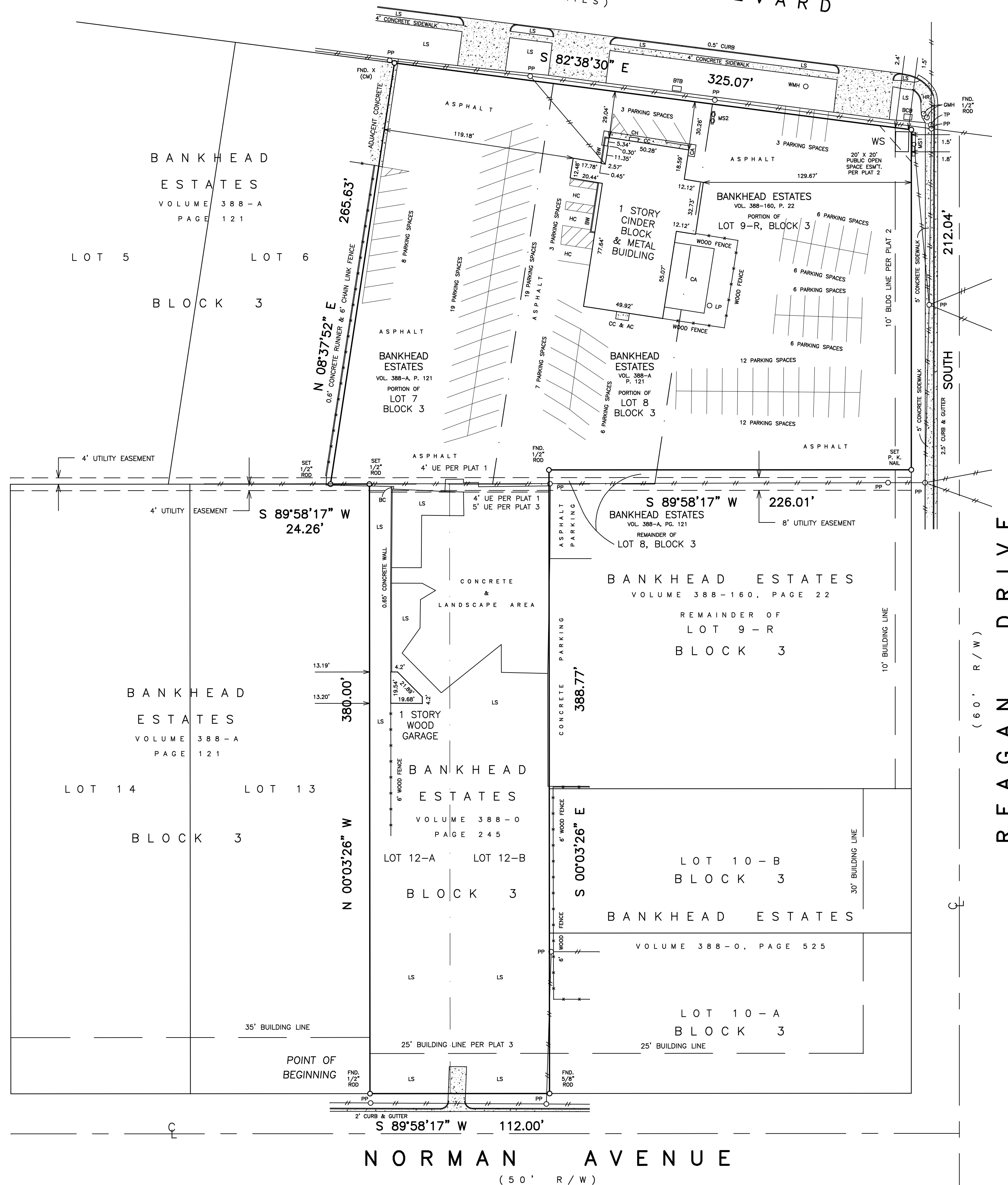
Date: February 1, 2022
Job No. 12400-22 JOHN A. GRANT, III
F.B. 391 P. 83 Registered Professional Land Surveyor 4151
GF No. FT44138-9001382100475-AH



TRACT AREA
123,737 Square Feet
2.8406 Acres

Grant Engineering, Inc.

Engineers Surveyors Planners
3244 Hemphill Street Fort Worth, Texas 76110-4014 817-923-3131
Firm Registration No. 100919-00



NORMAN AVENUE
(50' R/W)

REAGAN DRIVE
(60' R/W)

CCA AND CBW LLC
FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This First and Amended Restated Limited Liability Company Agreement (this “Agreement”) of CCA and CBW LLC, a Texas limited liability company (“Company”), is entered into effective November __, 2023, by and between the members listed on Exhibit A hereto (collectively referred to herein as the “Members” and individually as a “Member”). It replaces and restates any prior company agreements.

ARTICLE I
THE COMPANY GENERALLY

1.1 Formation. CCA and CBW LLC was formed as a limited liability company (the “Company”) under and pursuant to the Texas Business Organizations Code (“TBOC”) and other relevant laws of the State of Texas by the filing of certificate of formation with the Secretary of State of Texas on March 17, 2022 (“Certificate of Formation”).

1.2 Name. The name of the Company shall be CCA and CBW LLC. The Company shall conduct business under that name or such other names complying with applicable law as the Members may determine from time to time.

1.3 Duration. The Company commenced on the first proper filing of certificate of formation for the Company as provided in TBOC § 3.005 and shall continue until its business and affairs are wound up as provided in Article VII hereof.

1.4 Purpose. The purpose of the Company shall be any purpose allowed by the Texas Business Organizations Code.

1.5 Principal Place of Business. The Company’s principal place of business shall be at such place or places as the Members may determine from time to time.

1.6 Registered Office and Registered Agent. The address of the registered office of the Company in the State of Texas shall be 3212 Meadowbrook Drive, Fort Worth, Texas 76103, and the name of the Company’s registered agent at that address shall be **Joshua Galbreath**. The Members may change the registered office and the registered agent of the Company from time to time. The Managing Member or a majority of the Members may cause the Company to qualify to do business as a limited liability company (or other entity in which the Members have limited liability) in any other jurisdiction and to designate any registered office or registered agent in any such jurisdiction.

1.7 Company Property. All real and personal property owned by the Company shall be deemed owned by the Company as an entity and held in its name. No Member shall have any ownership interest in any such property.

1.8 Merger and Conversion. The Company may merge with, or convert into, another entity only in accordance with a plan of merger or conversion approved by all of the Members.

1.9 Definitions and Construction.

(a) As used in this Agreement, the following terms have the following meanings:

“AAA” has the meaning specified in Section 8.2.

“Agreement” has the meaning specified in the introduction to this Agreement.

“Capital Account” has the meaning specified in Section 3.2.

“Certificate of Formation” has the meaning specified in Section 1.1.

“Claim” has the meaning specified in Section 4.3.

“Company” has the meaning specified in Section 1.1.

“Covered Person” has the meaning specified in Section 4.3.

“CTA” means the Corporate Transparency Act (31 U.S.C. § 5336).

“CTA Compliance Person” means **Joshua Galbreath** or such other Person designated by the Managing Members as having responsibility for the Company’s compliance with the Corporate Transparency Act.

“CTA Information” means, with respect to a natural Person: (a) the full legal name of such Person, including any suffix; (b) their date of birth; (c) their complete current residential street address, including any apartment or suite number; (d) a unique identifying number; and (e) an image of such Acceptable Identification Document of sufficient quality.

“Election Period” has the meaning specified in Section 6.2(a).

“Entity Member” has the meaning specified in Section 10.4(a).

“FinCEN” means the U.S. Department of the Treasury’s Financial Crimes Enforcement Network.

“Interest” or “Membership Interest” means, with respect to any Member at any time, that Member’s entire beneficial ownership interest in the Company at such time, including that Member’s Capital Account, voting rights, and right to share in profits, losses, cash distributions and all other benefits of the Company as specified in this Agreement, together with that Member’s obligations to comply with all of the terms of this Agreement.

“IRC” means the Internal Revenue Code of 1986, as amended.

“Liquidating Agent” has the meaning specified in Section 7.2(a).

“Managing Member” or “Managing Members” means such person or persons appointed as Managing Member as provided in this Agreement but excludes any such Person that has ceased to be the Managing Member as provided in this Agreement or the TBOC.

“Mediator” has the meaning specified in Section 8.2(b).

“Member” means any Person admitted to the Company as a member as provided in this Agreement but excludes any such Person that has ceased to be a member as provided in this Agreement or the TBOC.

“Member Dispute” has the meaning specified in Section 8.1

“Offer” has the meaning specified in Section 6.2(a).

“Offerees” has the meaning specified in Section 6.2(b).

“Offeror” has the meaning specified in Section 6.2(a).

“Partnership Representative” has the meaning specified in Section 3.4(b)(1).

“Percentage” for any Member means the Percentage Interest (“Percentage Interest”) established for that Member in accordance with this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, business trust or other entity, government or governmental agency or institution.

“Service Providers” has the meaning specified in Section 10.3.

“Super Majority” means the vote or consent of two-thirds in Percentage Interest of the Members.

“Taxing Authorities” has the meaning specified in Section 3.4(b)(1).

“TBOC” means the Texas Limited Liability Company Law, part of the Texas Business Organizations Code.

(b) In this Agreement:

- (i) Terms defined in the singular have the corresponding meaning in the plural and vice versa.
- (ii) Reference to one gender includes the other.
- (iii) The word “includes” and its derivatives means “includes without limitation.”

- (iv) References to Articles, Sections and Exhibits are to the specified Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Each Exhibit to this Agreement is made a part of this Agreement for all purposes.
- (v) References to statutes or regulations are to those statutes or regulations as currently amended and to the corresponding provisions as they may be amended or superseded in the future.

ARTICLE II MEMBERS, INTERESTS

2.1 Members. Each of the Persons executing this Agreement (each a "Member") was or is admitted to the Company as a member effective as of the commencement of the Company as provided in Section 1.3, or as of the date of this Agreement. The Percentage Interest of each Member is set forth next to that Member's name on Exhibit "A".

2.2 Admission of Additional Members. Upon the vote of a Super Majority of the Members, the Members may cause the Company to issue additional Interests and may admit additional Persons to the Company as members on such terms as such Super Majority of the Members shall determine, if but only if each such new Member agrees in writing to be bound by the provisions of this Agreement as a Member and notifies the other Members of its address for notices under this Agreement.

ARTICLE III FINANCE

3.1 Capital Contributions.

- (a) Each Member has made a contribution to the Company for such Member's Membership Interest, in the amount set forth next to its name on Exhibit "A".
- (b) Except as provided in Section 2.2 or 3.1(a), no Member shall have any obligations to make any contribution to the Company.

3.2 Capital Accounts. Each Member shall have a single capital account (its "Capital Account"), which shall be (a) increased by the amount of cash and the fair market value of any property (net of liabilities assumed by the Company and liabilities to which the property is subject) that Member contributes to the Company, plus all items of income and gain of the Company allocated to that Member, (b) decreased by the amount of distributions the Company makes to that Member of cash or other property (net of liabilities assumed by that Member and liabilities to which the property is subject), plus all items of loss and deduction of the Company allocated to that Member. The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation § 1.704-1(b) and shall be interpreted and applied in a manner consistent with those Treasury Regulations.

3.3 Allocations. All items of income, gain, loss, deduction, and credit of the Company shall be allocated to the Members for accounting and tax purposes pro rata according to their Percentage Interests; provided, however, that any allocations pursuant to this Agreement shall comply with the qualified income offset requirements of Treasury Regulation § 1.704-1(b)(2)(ii)(d) and the nonrecourse deduction or minimum gain chargeback requirements of Treasury Regulation § 1.704-2.

3.4 Tax Matters.

(a) The Company hereby elects to opt out of Code Section 6221, as amended, if eligible to do so. If eligible to opt out of Code Section 6221, the Managing Member shall be responsible for tax filings, communicating and coordinating with IRS audit staff and directing the Company's actions in connection with IRS tax liens and collection matters. Further, the Managing Member shall file the election to opt out of Code Section 6221 with the Internal Revenue Service, conditioned on eligibility to opt out of Code Section 6221.

(b) If the Company is ineligible to opt out of Code Section 6221, the following provisions shall apply:

(1) The "Partnership Representative" as defined in Code Section 6221 shall be **Joshua Galbreath** unless another Partnership Representative is designated by the Members and shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by the Internal Revenue Service and state and local tax authorities (collectively "Taxing Authorities"), including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by the Internal Revenue Service and state and local tax agencies and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Member.

(2) The Partnership Representative shall have sole discretion to make, or refrain from making, any income or other tax elections for the Company that it deems advisable, including an election pursuant to Code 754. The Members recognize and intend that the Company will be classified as a partnership for United States income tax purposes, and will not make an election to be treated as an association taxable as a corporation for United States federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3 or a similar election under any analogous provision for the purposes of state or local law.

(3) The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by the Internal Revenue Service and state and local tax agencies. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be

paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

- (c) The Members shall cause to be prepared all federal, state, local and foreign tax returns of the Company for each year for which returns are required to be filed and shall cause such returns to be timely filed. Within 90 days after the end of each Fiscal Year (subject to reasonable delays in the event of the late receipt of any necessary financial statements of any Person in which the Company holds an investment), the Partnership Representative will cause to be delivered to each Person who was a Member at any time during such Fiscal Year a Schedule K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of (i) such Member's federal income tax returns and (ii) such state and local income tax returns and other tax returns as are required to be filed by such Member as a result of the Company's activities in such jurisdiction. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.
- (d) The Partnership Representative shall cause to be prepared and transmitted to each Member, as promptly as possible, and in any event by the end of the third month following the close of the fiscal year, a federal income tax Form K-1 and any required similar state and local income tax form for each Member.

3.5 Distributions. From time to time, upon a majority vote of the Members, the Members shall cause the Company to distribute to the Members cash available after servicing all Company debts, liabilities, and obligations then payable and the provision of reasonable reserves for expenses and contingencies, which distributions shall be made to the Members pro rata according to their Percentage Interests. No distribution may be made to a Member if there is a deficit in the Member's capital account or the distribution would create a deficit in the Member's capital account.

3.6 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

3.7 Bank Accounts. The Members will establish and maintain, in the name of the Company, one or more accounts at one or more banks. All Company funds will be deposited into such account(s). No other funds will be deposited into any such account. Funds deposited in any such account may be withdrawn only to pay Company debts or obligations or to make Distributions to the Members pursuant to this Agreement.

ARTICLE IV CONDUCT OF COMPANY AFFAIRS

4.1 Managing Member.

- (a) Subject to the other provisions of this Company Agreement, the Members shall have the right to, and shall be fully responsible for, the management and control over the business of the Company. The Members shall make all decisions affecting the business of the

Company, except to the extent that this Company Agreement or nonwaivable provisions of the TBOC require the consent or approval of some or all other Members. The Members shall have all rights, powers and authority generally conferred by the TBOC on a member of a limited liability company managed by its members or as otherwise provided by law or as necessary, advisable or consistent with accomplishing the purposes of the Company. A majority in Percentage Interest of the Members may designate one or more Members to act as a “Managing Member” under the TBOC and/or to be authorized to sign contracts or agreements and be a signatory on the Company’s bank and brokerage accounts. Unless otherwise designated by the Members as provided above, Joshua Galbreath and Balagowri Kandasamy shall be the Managing Members.

- (b) Without limiting the other provisions of Section 4.1 and unless otherwise determined by the vote of the Members under Section 4.4, each Managing Member has the power:
- (i) to acquire, hold and dispose of property or any interest in it (subject to the limitations provided Subsection 4.1(c) below);
 - (ii) to protect and preserve the title to and the interest of the Company in all of its property and assets, real, personal and mixed;
 - (iii) to employ from time to time, at the expense of the Company, consultants, accountants and attorneys;
 - (iv) to pay all expenses incurred in the operation of the Company and all taxes, assessments, rents and other impositions applicable to the Company or any part thereof;
 - (v) to make all filings with governmental authorities, including tax returns; or
 - (vi) to assume any and all overall duties imposed on a member of a limited liability company managed by its members by the TBOC.
- (c) Notwithstanding any other provision of this Agreement to the contrary, the Managing Member may do any of the following only with the prior written consent of Members owning a majority of the outstanding Percentage Interests owned by the Members or such other number of Members as may be specified by this Agreement or by the TBOC:
- (i) to sign deeds, notes, contracts and other instruments in the name and on behalf of the Company;
 - (ii) to borrow money on behalf of the Company and to encumber the Company assets or place title in the name of a nominee for purposes of obtaining financing;
 - (iii) do any act in contravention of this Agreement;

- (iv) do any act that would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;
 - (v) knowingly do any act that would subject any Member to liability for the obligations of the Company in any jurisdiction;
 - (vi) knowingly do any act that would cause the Company to be treated as an association taxable as, or otherwise taxed as, a corporation for federal income tax purposes unless at the time it already is so taxed;
 - (vii) dissolve or wind up the Company or authorize or agree to do so, other than in accordance with Article VII;
 - (viii) consolidate or merge the Company with, or convert the Company into, another entity, other than in accordance with Section 1.8; or
 - (ix) sell, lease or otherwise dispose of all or substantially all of the assets of the Company, unless all of the Members consent in writing.
- (d) The Managing Member may appoint such officers of the Company as it may deem appropriate and may remove any such officer at any time with or without cause. The Managing Member may delegate to the Company's officers such powers and duties as it may deem appropriate and subsequently revoke or modify those powers and duties, and except to the extent that the Managing Member determine otherwise, each officer will have the powers and duties normally associated with an officer having a similar title with a Texas corporation. The Managing Member also may delegate authority to other Persons and revoke that delegation, including any delegation of the power to delegate authority as he/they may deem appropriate.
- (e) A majority in Percentage Interest of the Members must consent in writing to appoint or remove a Managing Member and approve any agreement for the employment or compensation of a Managing Member or the amendment or termination of any such agreement.

4.2 Good Faith Actions. No Member or a Managing Member, or any of its officers, directors, shareholders, officers, constituent partners, Managing Member, members, trustees, representatives, agents or employees, shall be liable to the Company or to any of the other Members for any action taken (or any failure to act) by it in good faith on behalf of the Company and reasonably believed by it to be authorized or within the scope of its authority, unless that action (or failure to act) constitutes fraud, gross negligence, bad faith or willful misconduct, and then only to the extent otherwise provided by law.

4.3 Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Member, the Managing Member and its respective officers, directors, shareholders, Managing Member, members, employees, agents, subsidiaries and assigns (each, a "Covered Person") from and against any and all losses, claims, demands, liabilities,

expenses, judgments, fines, Series and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (each a “Claim”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, which relates to or arises out of the Company or its property, business or affairs; provided, however, that a Covered Person shall not be entitled to indemnification under this Section 4.4 with respect to (a) any Claim with respect to which the Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (b) any Claim initiated by a Covered Person unless that Claim (or part thereof) was brought to enforce that Covered Person’s rights to indemnification under this Section 4.3. The Company shall advance any such Claim expenses incurred by a Covered Person in defending that Claim if, but only if, that Covered Person so requests and delivers to the Company an undertaking by or on behalf of that Covered Person to repay amounts so advanced if it ultimately is determined that the Covered Person is not entitled to indemnification under this Section 4.3.

4.4 Meetings of Members. The Members may call meetings of Members at such times and places as the Members may determine in their sole discretion. Unless otherwise provided by this Agreement or by the TBOC, the vote of a majority in a Percentage Interest of the Members shall determine the action of the Members at such meeting. Subject to the requirements of the TBOC, the Certificate of Formation or this Agreement for notice of meetings, unless otherwise restricted by the Certificate of Formation, Members may participate in and hold a meeting of the Members by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other; or, another suitable electronic communications system may be used including video-conferencing technology or the Internet, but only if each Member entitled to participate in the meeting consents to the meeting being held by means of that system and the system provides access to the meeting in a manner or using a method by which each Member participating in the meeting can communicate concurrently with each other participant. Participation in such meeting shall constitute attendance and 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 on the ground that the meeting is not lawfully called or convened.

4.5 Limitations. No Member or Managing Member shall have the right or power to:

- (a) withdraw from the Company or withdraw any part of its contributions to the Company or its Capital Account except as a result of the operation of Article VI or as a result of the winding up of the Company as provided in Article VII or as otherwise provided by nonwaivable provisions of law;
- (b) bring an action for partition of Company property;
- (c) cause the winding up of the Company, except as set forth in this Agreement;
- (d) demand or receive:
 - (i) interest on its contributions to the Company or its Capital Account; or

- (ii) any property from the Company other than cash except as provided in Section 3.5 or Section 7.2; or
- (e) have priority over any other Member either as to the return of contributions to the Company or as to items of Company income, gain, loss, deduction and credit, or distributions.

4.6 Action Without Meeting. Any action permitted or required by the TBOC, the Certificate of Formation or this Company Agreement to 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, is signed by all the Members. Every written consent shall bear the date of signature of each Member who signs the consent, and the consent may be in one or more counterparts. A photographic, photostatic, facsimile, electronic, or similar reproduction of a writing signed by the Members shall be regarded as signed by the Members for purposes of this paragraph. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. The signed consent or a signed copy of the consent shall be kept on file at the principal office of the Company.

ARTICLE V BOOKS AND RECORDS

5.1 Books and Records. The Company shall have and continuously maintain a principal office, where it shall keep copies of all accounts, books, and other relevant Company documents, as further specified below:

- (i) a current list of the full name and last known business or residence street address of each Member, together with the Contribution and the allocation in income, gain, loss, deduction or credit of each Member pursuant to Section 3.3;
- (ii) a copy of the Certificate of Formation and all amendments thereto, together with any powers of attorney pursuant to which the Certificate of Formation or any amendments thereto were executed;
- (iii) copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the seven (7) most recent years;
- (iv) a copy of this Agreement and any amendments thereto, together with any powers of attorney pursuant to which the Agreement or any amendments thereto were executed;
- (v) copies of any financial statements of the Company, if any, for the seven (7) most recent years; and
- (vi) the books and records of the Company as they relate to the internal affairs of the Company for at least the current and past seven (7) Fiscal Years.

5.2 Access by Members. All books and records of the Company shall be made available at the principal office at all times to the Members or their duly authorized representatives, and each Member has the right to inspect, and copy those records, and to obtain, promptly after becoming available, a copy of the Company's federal, state and local income tax or information returns for each year.

ARTICLE VI TRANSFERS OF INTERESTS

6.1 Transfers Generally. A Member may sell, transfer, assign, hypothecate, pledge or otherwise dispose of or encumber all or any part of its Interest if the Right of First Offer in Section 6.2 has been satisfied or a Super Majority of the Members consent to such transfer(s) in writing.

6.2 Right of First Offer.

- (a) In the event that a Member desires to sell, assign, transfer, convey, pledge, encumber, or in any way alienate all or any portion of its Percentage Interest, such Member (the "Offeror") must first give to the Company notice of the Offeror's intention to make such Disposition, which notice shall specify the purchase price and payment terms upon which the Offeror is willing to sell its Percentage Interest (the "Offer"). For a period of thirty (30) days from the receipt of such notice (the "Election Period"), the Company shall have the option (but not the obligation) to elect to purchase the Offeror's Percentage Interests (or portion thereof) at the same price and upon the same terms and conditions as are set forth in the Offer.
- (b) In the event the Company, pursuant to Section 6.2(a) does not purchase all of the Offeror's Percentage Interest, the remaining Members (the "Offerees") shall have a period of thirty (30) days from the receipt of such notice from the Company in which to elect to purchase the Offeror's Percentage Interests (or portion thereof) at the same price and upon the same terms and conditions as are set forth in the Offer.

6.3 Rights of Transferee. A Person to which all or any part of a Member's Interest is transferred as permitted by Section 6.1, is entitled to share in the Company's profits and losses, and to receive distributions and allocations of Company income, gain, loss or credit, to the same extent as the predecessor Member to the extent of the Interest. Further, if, but only if, a Super Majority of the Members consent in writing, and the Person receiving the Interest agrees in writing to be bound by the provisions of this Agreement as a Member and notifies the other Members of its address for notices under this Agreement, such Person shall be admitted to the Company as a member.

6.4 Void Assignments. Any purported sale, transfer, assignment, hypothecation, pledge or other disposition or encumbrance by a Member of all or any part of any Interest not made strictly in accordance with the provisions of this Article VI or otherwise permitted by this Agreement shall be entirely null and void, and of no force or effect.

ARTICLE VII WINDING UP

7.1 Events Requiring Winding Up. The Company shall be wound up only on the first to occur of any one or more of the following:

- (a) written consent of a Super Majority in Percentage Interest of the Members; or
- (b) at such time as there is no Member remaining.

7.2 Winding Up Affairs and Distribution of Assets

- (a) If an event requiring the winding up of the Company occurs a Person designated for this purpose by written consent of Members owning a Super Majority of the outstanding Percentage Interests owned by Members (the Person so designated being called the "Liquidating Agent"), as soon as practicable shall wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that the Members would have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets. The Liquidating Agent shall apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by nonwaivable provisions of applicable law:
 - (i) to pay (or to make provision for the payment of) all creditors of the Company (including Members who are creditors of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due its creditors;
 - (ii) after the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining shall be distributed to the Members having positive Capital Accounts in relative proportion to those Capital Accounts.
- (b) The Liquidating Agent shall have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.
- (c) Except as required by nonwaivable provisions of the TBOC, no Member shall have any obligation at any time to contribute any funds to replenish any negative balance in its Capital Account.
- (d) As part of the dissolution process the Company may make pro rata in-kind distributions of its interests in oil, gas and mineral leases to Members.

7.3 Termination. On compliance with the distribution plan described in Section 7.2(a), the Liquidating Agent shall execute, acknowledge and cause to be filed a certificate of termination, at which time the Company shall cease to exist as a limited liability company.

ARTICLE VIII DISPUTES

8.1 Disputes among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Company Agreement or the Company or its organization, formation, business or management (“Member Dispute”), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Company Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute. However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding or judicial proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

8.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the “AAA”) in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

- (a) Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Company Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Company Agreement. A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.
- (b) The Members shall select one neutral third party AAA mediator (the “Mediator”) with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.
- (c) The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a

brief memorandum in support of their position.

- (d) The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he may commence a proceeding under Section 8.3 of this Company Agreement.

8.3 Arbitration. Subject to Section 8.1 of this Company Agreement, any controversy or claim arising out of or relating to this Company Agreement, or the breach thereof, including the arbitrability of any controversy or claim, shall be settled by arbitration in accordance with in accordance with the Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any provisional remedy which would be available from a court of law shall be available from the arbitrator to the parties to this Company Agreement pending arbitration. Civil discovery shall be permitted for the production of documents and taking of depositions. The arbitrator(s) shall be guided by AAA Rules in allowing discovery and all issues regarding compliance with discovery requests shall be decided by the arbitrator(s). The Federal Arbitration Act shall govern all arbitration proceedings under this Company Agreement. This Company Agreement shall in all other respects be governed and interpreted by the laws of the State of Texas, excluding any conflicts or choice of law rule or principles that might otherwise refer construction or interpretation of this Company Agreement to the substantive law of another jurisdiction. The arbitration shall be conducted in Tarrant County, Texas. All fees and expenses of the arbitration shall be borne by the parties equally. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, however, the prevailing party may, if the arbitrator(s) so provide, be entitled to an award of reasonable attorney's fees and expenses and such party's share of the arbitration fees and expenses. This agreement to arbitrate shall survive the termination and repudiation of this Company Agreement. Any award arising from such arbitration shall be final and binding on the parties and may be entered in any court of competent jurisdiction to the extent necessary for the enforcement thereof, and the prohibition against non-disclosure provided in this section shall not apply to such actions.

ARTICLE IX MISCELLANEOUS

9.1 Notices. Any notice to be given under this Agreement must be in writing and delivered personally (including by courier), electronically by email with confirmation of delivery, or by express, certified or registered mail (a) if to the Company, to the Registered Agent, and (b) if to a Member, at its address set forth on Exhibit "A" or, in the case of a Member subsequently admitted, in the instrument in which it agreed to be bound by this Agreement, or in either case at such other address as that Member may designate by notice to the other Members. A notice is deemed given on receipt at the address so provided.

9.2 Entire Agreement. This Agreement supersedes all prior agreements and understandings among the Members with respect to the Company.

9.3 Amendments. This Agreement may be modified only on the written consent of all of the Members.

9.4 Waivers. A waiver of any breach of any of the terms of this Agreement shall be effective only if in writing and signed by the Member against whom such waiver or breach is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

9.5 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, unless that provision was fundamental to the objectives of this Agreement.

9.6 Further Assurances. Each Member shall execute such deeds, assignments, endorsements and other instruments and documents and shall give such further assurances as shall be reasonably necessary to perform its obligations under this Agreement.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the law of Texas.

9.8 Power of Attorney. Each Member constitutes and appoints each Managing Member as its true and lawful attorney with full power of substitution to make, execute, sign, acknowledge and file all certificates and instruments necessary to form or qualify, or continue the existence or qualification of, the Company in any jurisdiction or before any governmental authority. This grant of a power of attorney is coupled with an interest and shall survive a Member's disability, incompetence, death or assignment by such Member of its Interest pursuant to this Agreement.

9.9 Successors and Assigns. Except as expressly provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Members and their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in any number of counterparts or with counterpart signature pages, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ARTICLE X NOTICES AND DISCLOSURES

10.1 Compliance with the Securities Act of 1933 and the Texas Securities Act. THE INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, INCLUDING THE TEXAS SECURITIES ACT. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, TRANSFERRED, OR OTHERWISE DISPOSED OF UNTIL THE HOLDER THEREOF PROVIDES EVIDENCE SATISFACTORY TO THE MEMBERS (WHICH, IN THE DISCRETION OF THE MEMBERS, MAY INCLUDE AN OPINION OF COUNSEL) THAT SUCH OFFER, SALE, PLEDGE,

TRANSFER, OR OTHER DISPOSITION WILL NOT VIOLATE APPLICABLE FEDERAL OR STATE SECURITIES LAWS. THE INTERESTS THAT ARE THE SUBJECT OF THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE SALE, PLEDGE, TRANSFER, OR OTHER DISPOSITION AS SET FORTH IN THIS AGREEMENT.

10.2 Notice to Members. By executing this Agreement, each Member acknowledges that it has actual notice of all of the provisions of this Agreement, including, without limitation, the restrictions on the transfer of Membership Interests set forth in this Agreement, and all of the provisions of the Certificate of Formation. Except as otherwise expressly provided by law, each Member hereby agrees that this Agreement constitutes adequate notice of any notice requirement under Chapter 8 of the Uniform Commercial Code, and each Member hereby waives any requirement that any further notice thereunder be given.

10.3 Limitation of Liability. The Members acknowledge and understand that the liability of service providers ("Service Providers") under the Texas Securities Act, including attorneys, accountants, consultants, and their firms, relating to the purchase of the Company's Interests may be capped at an amount equal to three (3) times the fees paid to the service providers, unless a trier of fact finds that the service provider engaged in intentional wrongdoing in providing the services.

10.4 Compliance with the Corporate Transparency Act. The Corporate Transparency Act ("CTA"), and the rules and regulations promulgated thereunder, require reporting companies formed on or before December 31, 2023, report certain beneficial ownership information to the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

(a) By their execution and delivery of this Agreement, each Member represents and warrants to the Company and acknowledges that:

(i) If such Member is a natural Person, such Member has provided, or will provide upon request of the CTA Compliance Person, to the Company either such Member's true and correct CTA Information or the true and correct FinCEN identifier assigned to such Member by FinCEN.

(ii) If such Member is not a natural Person (each, an "Entity Member") such Entity Member has, with respect to each of its indirect owners, provided (or will provide upon request of the CTA Compliance Person) to the Company either (z) such indirect owner's true and correct CTA Information or (y) the true and correct FinCEN identifier assigned to such indirect owner by FinCEN, or the true and correct FinCEN identifier assigned to such Entity Member by FinCEN.

(b) Each Member shall promptly, but within not more than five (5) business days, notify the CTA Compliance Person in writing of any change or inaccuracy in or to:

(i) such Member's or, in the case of an Entity Member, any of such Entity Member's indirect owners' CTA Information. Notwithstanding the foregoing, the requirements of this Section 10.4(b)(i) shall not apply with respect to any Member or indirect owner as to whom a

FinCEN Identifier assigned to such person by FinCEN has been provided to the Company;
or

- (ii) the true and correct CTA Information or FinCEN Identifier of any natural Person who becomes an indirect owner of such Entity Member.

- (c) Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any losses, claims, damages, judgments, penalties, fines, costs, or liabilities of whatever kind arising from or relating to any inaccuracy in or breach of any of such Member's representations or warranties contained in this Section; any failure of such Member to comply with such Member's obligations under this Section; or any provision by such Member of false or incomplete CTA Information or Substantial Control Information. The obligations of a Member pursuant to this Section 10.4 shall survive the termination, dissolution, liquidation, and winding up of the Company.

- (d) Each Member acknowledges and consents to the disclosure to FinCEN by the Company of CTA Information provided by such Member to the Company to the extent that the CTA Compliance Person determines, in its sole discretion, that such disclosure is necessary in connection with reporting the Company's beneficial ownership information to FinCEN under the CTA.

IN WITNESS WHEREOF, the undersigned Members have duly executed this Agreement as of the day and year first above written.

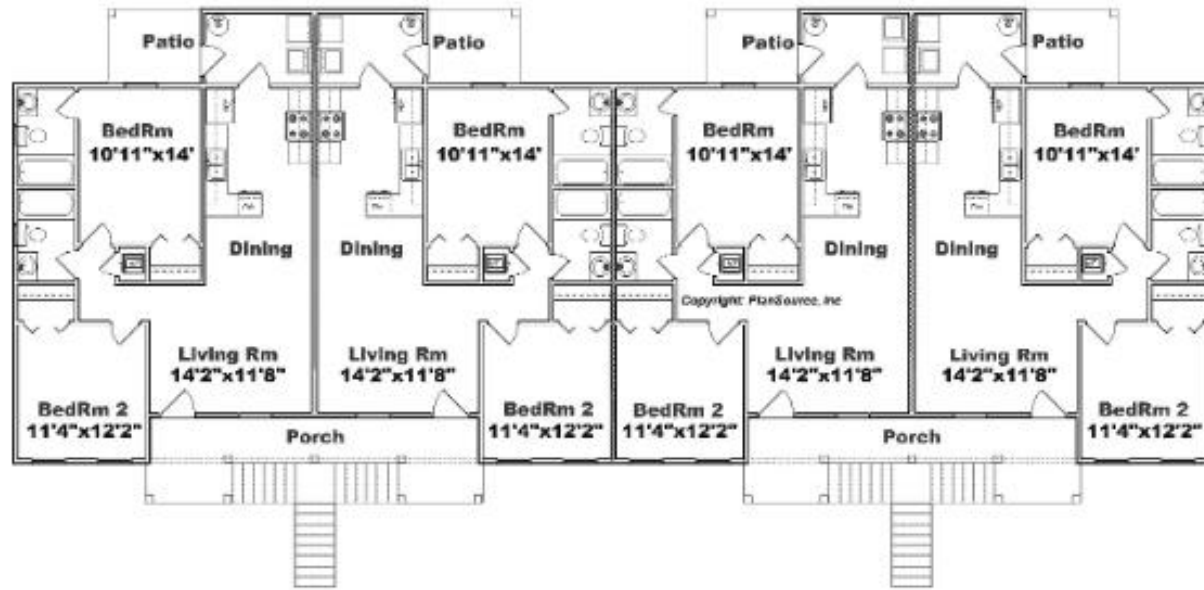
MEMBERS:

DocuSigned by:
Joshua Galbreath
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Joshua Galbreath

DocuSigned by:
Vickie Kandasamy
B15380213E444E2...
Balagowri Kandasamy

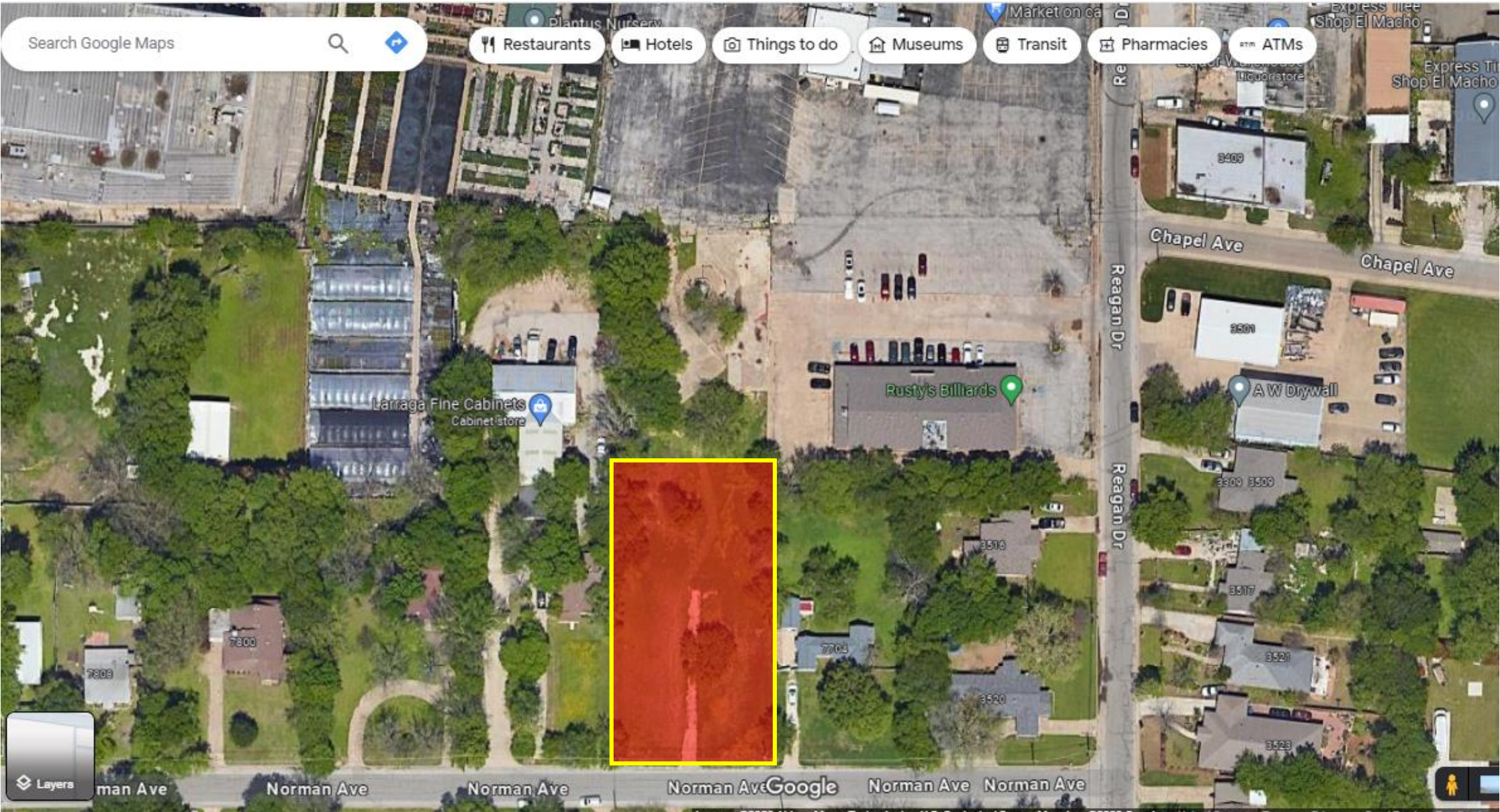
EXHIBIT "A"**NAME, ADDRESS, INITIAL CAPITAL CONTRIBUTION AND
PERCENTAGE INTERESTS**

Name	Physical Address and Email Address	Capital Contribution	Percentage Interests
Joshua Galbreath	Joshua.mdhs@gmail.com _____ _____ Email: _____	\$1.00 _____	50%
Balagowri Kandasamy	kandasamyvickie@gmail.com _____ _____ Email: _____	1.00 _____	50%



Exterior view





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ATMs

Larraga Fine Cabinets
Cabinet Store

Rusty's Billiards

A W Drywall

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Norman Ave

Norman Ave

Norman Ave

Norman Ave

Norman Ave

Reagan Dr

Chapel Ave

Chapel Ave



