
COMPANY AGREEMENT

OF

STADIUMDROP, LLC

A Texas Limited Liability Company

THE UNITS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

CERTAIN UNITS MAY ALSO BE SUBJECT TO VESTING PROVISIONS, REPURCHASE OPTIONS, REDEMPTION RIGHTS, ADDITIONAL RESTRICTIONS ON TRANSFER, OFFSET RIGHTS AND FORFEITURE PROVISIONS SET FORTH HEREIN AND/OR IN A SEPARATE AGREEMENT WITH THE INITIAL HOLDER OF SUCH UNITS. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER OF SUCH UNITS UPON WRITTEN REQUEST TO THE COMPANY AND WITHOUT CHARGE.

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**COMPANY AGREEMENT
OF
STADIUMDROP, LLC**

This Company Agreement of StadiumDrop, LLC (the “Agreement”), dated as of January 27, 2020 (the “Effective Date”) is entered into by and between the Members of StadiumDrop, LLC, a Texas Limited Liability Company (the “Company”). The undersigned initial Members, and any other person or entity hereafter executing the Membership Counterpart Signature Page and Limited Power of Attorney, attached hereto as Exhibit C and incorporated herein, will be hereinafter referred to as “Members”. For good and valuable consideration, the Members desire to form a limited liability company under the TBOC and the following terms and conditions:

**ARTICLE ONE – ADOPTION, AMENDMENT, INTERPRETATION OF THE
AGREEMENT, AND GENERAL PROVISIONS**

1.1 Certain Basic Terms.

“Company” means the limited liability company formed as described in Article 2.1 of the Agreement.

“Governing authority” has the meaning set forth in Section 1.002(35)(A), TBOC: the Managers of a limited liability company that is managed by Managers or the Members of a limited liability company that is managed by Members who are entitled to manage the company. The term does not include an officer who is acting in the capacity of an officer.

"Governing documents" has the meaning set forth in Section 1.002(36), TBOC: the Certificate of Formation, the Agreement and other documents or agreements adopted by the Company to govern the formation or internal affairs of the Company.

"Governing person" has the meaning set forth in Section 1.002(37), TBOC: a person serving as part of the governing authority of an entity.

"Managerial official" has the meaning set forth in Section 1.002(52), TBOC: an officer or a governing person.

“Member” has the meaning set forth in Section 1.002(53)(A), TBOC: a person who is a Member or has been admitted as a Member in the Company under its governing documents and has executed the Membership Counterpart Signature Page and Limited Power of Attorney, attached hereto as Exhibit C.

"Membership interest" has the meaning set forth in Section 1.002(54), TBOC: a Member's interest in an entity.

"Signature" has the meaning set forth in in Section 1.002(82), TBOC: any symbol executed or adopted by a person with present intention to authenticate a writing. Unless the context requires otherwise, the term includes a digital signature, an electronic signature, and a facsimile of a signature.

"TBOC" means the Texas Business Organizations Code, as amended from time to time.

"Units of Membership Interest" or "Units" means the units into which membership interests in the Company are divided for the purpose of providing a quantitative measurement of each Members' relative membership interest in the Company.

"Writing" or "written" has the meaning set forth in Section 1.002(89), TBOC: an expression of words, letters, characters, numbers, symbols, figures, or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term includes stored or transmitted electronic data, electronic transmissions, and reproductions of writings; and does not include sound or video recordings of speech other than transcriptions that are otherwise writings.

1.2 Interpretation and Severability

The Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. If any provision of the Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances are not affected thereby, and that provision shall be enforced to the greatest extent permitted by the applicable law.

1.3 Gender and Number

Whenever the context requires, the gender of all words used in the Agreement will include the masculine, feminine, and neuter, and the number of all words will include the singular and plural.

1.4 Articles and Other Headings

The articles and other headings contained in the Agreement are for reference purposes only and will not affect the meaning or interpretation.

1.5 Adoption, Amendment, and Repeal of the Agreement

The Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to it, whether oral or written. The Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or the Certificate of Formation. The Members may amend, alter, or repeal the Agreement and adopt a new Company Agreement. All amendments shall be upon advice of counsel as to legal effect, except in emergency. Adoption, amendment, alteration, or repeal of the Agreement, or any part hereof, requires the affirmative vote, approval or consent of the Members. Changes to the Agreement shall take effect upon adoption unless otherwise specified.

1.6 Counterparts

This Agreement may be executed in multiple counterparts, which considered together shall constitute one agreement.

ARTICLE TWO – COMPANY CERTIFICATE OF FORMATION

2.1 Certificate of Formation

The Certificate of Formation of the Company was duly filed with the Texas Secretary of State and became effective on January 27, 2020 (the “Certificate of Formation”). The Certificate of Formation sets forth the Company’s name, purpose, duration if not perpetual, registered office, registered agent, and type of management, and may set forth other provisions as well. Each provision of the Certificate of Formation shall be observed until amended by a Restated Certificate, Certificate of Correction, Certificate of Amendment, or any other amendment as provided for by the Secretary of State which is duly filed with the Secretary of State.

2.2 Registered Office and Agent

The address of the registered office provided in the Certificate of Formation as duly filed with the Texas Secretary of State is:

2600 Network Blvd., Suite 400, Frisco, Texas 75034

The name of the registered agent of the Company at such address, as set forth in the Certificate of Formation, is Cameron Frysinger, Esq.

The registered agent or office may be changed by filing a "Statement of Change of Registered Office or Registered Agent" with the Texas Secretary of State, and not otherwise. Such filing shall be made promptly with each change. Any such change shall not be effective until filed with the Texas Secretary of State. Proper filing of each change in registered agent or office shall ensure that the Company is not exposed to the possibility of a default judgment. Each successive registered agent shall be of reliable character and well informed of the necessity of immediately furnishing the papers of any lawsuit against the Company to its attorneys.

2.3 Principal Place of Business

The address of the Company’s principal place of business is hereby established as:

1705 Emma Pearl Lane
Little Elm, Texas 75068

The Company may have additional business offices within or without the State of Texas, as the Managers may from time to time designate or the business of the Company may require.

2.4 Liability to Third Parties

Except as otherwise expressly agreed in writing, no Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company, including under a court judgment, decree, or order.

The Agreement is for the benefit and convenience of the Company and can be modified by the Company as provided herein. To the extent allowed by law, nothing in the Agreement will create any duty to any third party, and no third parties are entitled to rely on the provisions in the Agreement.

ARTICLE THREE – MANAGEMENT

3.1 Governing Authority

The governing authority of the Company consists of all the Managers of the Company. The business and affairs of the Company shall be managed under the direction of, and all Company powers shall be exercised by or under authority of, the Managers, subject to the limitations imposed by the governing documents, as amended from time to time, the TBOC, and all applicable laws and regulations. No Member (other than a Manager or Officer) 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, unless such power is specifically granted elsewhere in the Agreement. A Manager shall not have the power to transfer all or substantially all of the Company's assets without the written consent of all of the Members.

3.2 Initial Managers

The Company's initial Managers shall be Kristen McAbee and Adam McAbee, to serve until properly replaced by a vote of a majority of the Members.

3.3 Rights of Managers to Rely on Work of Others

In discharging a duty or exercising a power, an Officer or a Manager, including a Manager who is a member of a committee, may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statement and other financial data, concerning a domestic entity or another person and prepared or presented by:

1. An officer or employee of the entity;
2. Legal counsel;
3. A certified public accountant;
4. An investment banker;

5. A person who the Manager reasonably believed possesses professional expertise in the matter; or
6. A committee of the Managers of which the Manager is not a member.

A Manager may not in good faith rely on the information described above if the Manager has knowledge of a matter that makes the reliance unwarranted.

3.4 Action Outside the Ordinary Course of Business

The affirmative vote, approval, or consent of all of all of the Members is required to take any action that is not apparently for carrying out the ordinary course of business of the Company. Any act that would make it impossible to carry on the ordinary business of the Company must be authorized by the affirmative vote, approval, or consent of all of the Members.

3.5 No Authority to Execute Instruments Absent Specific Authorization

The Agreement provides certain authority for the execution of instruments. The Managers, except as otherwise provided in the Agreement, may additionally authorize any Officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company. Such authority may be general or confined to specific instances. Unless expressly authorized by the Agreement or the Managers, no Member, Manager, Officer, agent, or employee shall have any power or authority to bind the Company to any contract or engagement, nor to pledge its credit, nor to render it liable pecuniarily for any purpose or in any amount.

3.6 Designation of Agents

Except as otherwise provided by the governing documents, each Manager and each Officer or agent of the Company vested with actual or apparent authority by the Managers of the Company is an agent of the Company for purposes of carrying out the Company's business.

An act committed by an agent of the Company that is not apparently for carrying out the ordinary course of business of the Company binds the Company only if the act is authorized in accordance with the Agreement, including, but not limited to, Article 3.4.

3.7 Execution of Instruments

An act committed by an agent of the Company for the purpose of apparently carrying out the ordinary course of business of the Company, including the execution of an instrument, document, mortgage, or conveyance in the name of the Company, binds the Company unless:

1. The agent does not have actual authority to act for the Company; and
2. The person with whom the agent is dealing has knowledge of the agent's lack of actual authority.

3.8 Compensation

Managers shall receive such compensation for their services in managing the Company as shall be determined from time to time by resolution of the Members. Any Manager may serve the Company in another capacity as an Officer, agent, employee, or otherwise, and receive additional compensation for that service.

3.9 Number of Managers

The number of Managers of the Company shall be two (2). No Manager need be a resident of Texas or a Member of the Company. The number of Managers may be increased or decreased from time to time by amendment of this Agreement. Any decrease in the number of Managers shall not have the effect of shortening the tenure of any incumbent Manager.

3.10 Manager Voting

All Managers shall be entitled to the following votes on each matter submitted to a vote at a meeting of the governing authority of the Company, or a committee thereof.

Kristen McAbee	2 votes
Adam McAbee	1 vote

3.11 Election and Term of Office of Managers

Elections for all Manager positions, vacant or not, shall occur at each annual meeting of the Members and may be held at any special meeting of the Members called specifically for that purpose. An affirmative vote of a majority of the Members shall be required to elect a Manager. Managers shall be entitled to hold office until their successors are elected and qualified, or until the Manager's earlier death, resignation, or removal.

3.12 Vacancies of Manager Positions

Vacancies of Manager positions shall exist upon: The failure of the Members to elect the full authorized number of Managers; (b) a declaration of vacancy under this article; (c) an increase in the authorized number of Managers; or (d) the death, resignation, or removal of any Manager.

(a) Declaration of Vacancy

Any officer of the Company, or a majority of the Members, may declare vacant the office of a Manager if the Manager (1) is adjudged incompetent by a court; (2) is convicted of a crime involving moral turpitude; or (3) fails to accept the office of Manager, either by a letter of acceptance or by attending a Managers' meeting, within thirty (30) days of notice of election.

(b) Filling Vacancies

Any vacancy, including one caused by an increase in the number of Managers, shall be filled by a majority vote of the Members, at an annual or special meeting of the Members called for that purpose. Upon the resignation of a Manager tendered to take effect at a future time, the Members may elect a successor to take office when the resignation becomes effective.

3.13 Removal of Managers

All of the Managers, or any individual Manager, may be removed from office, with or without cause, by the unanimous vote of the Members, at a meeting called for that purpose. If Managers are so removed, new Managers may be elected at the same meeting.

3.14 Certain Matters Requiring Unanimous Consent of Members

The Managers shall not have the authority to do any of the following acts without the prior written consent of all of the Members:

- (a) Cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company set out in the Certificate of Formation;
- (b) Cause or permit the Company to sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust, or trust indenture) all or substantially all of the Company's property and assets;
- (c) Take any action that would make it impossible for the Company to carry on its ordinary business, or fail to act when such inaction would make it impossible for the Company to carry on its ordinary business;
- (d) Take any action which would result in the Company becoming insolvent; or
- (e) File a petition seeking protection from creditors under federal or state bankruptcy laws.

3.15 Contract or Transactions Involving Interested Manager or Officers

Any otherwise valid contract or other transaction between the Company and one or more of its Managers or Officers (or any entity or other organization in which any of its Managers or Officers is a managerial official or has a direct or indirect financial interest) shall be valid for all purposes notwithstanding the presence or participation of that interested party at the meeting during which the contract or transaction was authorized, if any of the following conditions are met:

1. The contract or transaction is fair to the Company at the time it is authorized, approved, or ratified; or

2. The material facts as to the relationship or interest of each interested party and as to the contract or transaction are known by or disclosed to the other Managers, and they nevertheless authorize or ratify the contract or transaction in good faith by an affirmative vote of a majority of the disinterested Managers present; or
3. The relationship or interest is disclosed or known to the Members entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the Members.

3.16 Indemnification

The Managers shall have the power to indemnify any of the Company's Managers or Members, former Managers or Members, or any Officers, or any person who may have served at its request as a Director, Manager, or Officer of another business organization in which it owns shares of capital or stock, or of which it is a creditor, against any costs or expenses actually and necessarily incurred by that person in connection with the defense of any action, suit, or proceeding to which the person is made a party by reason of having been a Manager, Member, or Officer of the Company, or of such other business organizations, provided, however, that no Manager, Member, or Officer shall receive such indemnification if finally adjudicated therein to be liable for negligence or misconduct in the performance of duty. This indemnification shall extend to good-faith expenditures incurred in anticipation of threatened or proposed litigation. By unanimous vote, the Managers may, in proper cases, extend the indemnification to cover the good-faith settlement of any such action, suit, or proceeding, whether formally instituted or not. Any indemnification or advance of expenses to a Manager, Member, or Officer shall be reported in writing to all the Members with or before the notice or waiver of notice of the next Membership Meeting, or with or before the next submission to Members of a consent to action without a meeting, and, in any case, within the 12-month period immediately following the date of the indemnification or advance. Such indemnification shall not be deemed exclusive of any other right to which those indemnified may be entitled, under any Regulation, agreement, vote of Members, resolution, or otherwise.

3.17 Insuring Managers, Officers, and Employees

The Company may purchase and maintain insurance on behalf of any Manager, Member, Officer, employee, or agent of the Company, or on behalf of any person serving at the request of the Company as a Manager, Officer, employee, or agent of another organization or enterprise, against any liability asserted against that person and incurred by that person in any such enterprise, whether or not the Company has the power to indemnify that person against liability for any of those acts.

3.18 Committees

The Managers may designate one or more committees to conduct the business and affairs of the Company to the extent authorized. Each committee shall consist of one or more Managers. The Managers shall have the power to change the powers and membership of, fill vacancies in, and dissolve any committee at any time. Committee members shall receive such compensation as the Managers may from time to time provide. The designation of any

committee and the delegation of authority thereto shall not operate to relieve the Managers of any responsibility imposed by law. No committee shall be authorized to approve a plan of merger or share exchange; recommend a voluntary winding up of the Company or a revocation thereof; fill Manager vacancies; fix the compensation of any committee member; or alter or repeal any resolution of the Manager that, by its terms, provides that it shall not be so amendable or repealable.

3.19 Fundamental Business Transactions

A fundamental business transaction (a merger, interest exchange, conversion, or sale of all or substantially all of the Company's assets), or any other action that would make it impossible to carry out the ordinary business of the Company, must be approved by all of the Members.

3.20 Special Provisions for Company as Woman Owned Business

It is the intention of the Members that the Company operate as and qualify as a woman owned business. Accordingly, notwithstanding any provision to the contrary herein or in any other document, Kristen McAbee (or another woman as her replacement) shall at all times: (a) have the majority of voting power as a Manager; (b) hold the highest officer position; (c) own at least fifty-one percent (51%) of the Membership Interests of the Company; and (d) have actual final authority and control over all matters affecting the Company.

ARTICLE FOUR – MEMBERSHIP AND MEMBERSHIP INTERESTS

4.1 Initial Members

The initial Members of the Company are the persons executing the Agreement as Members, each of whom is admitted to the Company as a Member, effective contemporaneously with the date the Company is formed or the date stated in the records of the Company as the date the person becomes a Member, whichever is later, or, if no date is stated in those records, on the date that the person's admission is first reflected in the records of the Company (*see Exhibit A* to the Agreement).

4.2 Members and Membership Interest

A membership interest includes a Member's share of profits and losses or similar items and the right to receive distributions, but does not include a Member's right to participate in management. A membership interest does not convey an interest in any specific property of the Company. It is personal property.

Each Member or assignee's membership interest in the Company shall be represented by the Units of Membership Interest duly issued or transferred to that Member or assignee pursuant to the governing documents of the Company, and properly reflected in the Membership Register. Each Member's or assignee's relative membership interest in the Company may be readily determined by dividing the total number of Units held by that Member or assignee by the total number of outstanding Units issued by the Company.

4.3 Issuance of Membership Interest After Formation

After the initial formation of the Company, the Company may issue new Units to any person with the affirmative vote of all of the Members of the Company, and in accordance with the procedures set forth in Article 4.20, Sale or Transfer of Units Membership Interests.

4.4 Admission of New Members

Admission to membership in the Company is conditioned upon meeting the requirements set out in the Agreement. After the formation of the Company, a person only becomes a new Member upon meeting all conditions of membership, which are: (a) execution of a signed written agreement to be subject to the Agreement and any additional Members agreements (including, but not limited to, (i) the Membership Counterpart Signature Page and Limited Power of Attorney, attached hereto as Exhibit C; and (ii) any buy-sell or similar agreement in effect at that time); (b) a recorded vote of approval by a majority of the Managers; (c) payment of the full amount of any initial capital contribution as determined according to the Agreement, or, if the Units are to be received in exchange for agreements to contribute cash, property, or services in the future, execution of a signed written agreement specifying the future contribution to be made and when it is due; and (d) the receipt from the Company of a certificate evidencing said person's membership interest in the Company (at the sole discretion of the Company and if such certificates exist). A person may be admitted as a Member of the Company and acquire a membership interest in the Company without making a contribution to the Company.

4.5 Assignees of a Membership Interest

A membership interest may be wholly or partially assigned, but only in accordance with this Agreement and any agreement of the Members in effect. Any attempt to assign some or all of a Member's membership interest otherwise is null and void, and no one has the power to make such an assignment. An assignee is a holder of a membership interest in the Company who is entitled to the economic rewards of the Company, but does not have the right to participate in the management and affairs of the Company. An assignment entitles the assignee to receive any allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions to which the assignor was entitled, to the extent those items are assigned, and for any proper purpose, to require reasonable information or account of transactions of the Company and to make reasonable inspection of the books and records of the Company, as the assignor would have had. Until and unless the assignee becomes a Member, the assigning Member retains all other rights, duties, and powers of membership, in particular, the right to participate in the management and governance of the Company.

4.6 Admission of Assignees as New Members

An assignee of a membership interest may become a Member only upon meeting all of the conditions listed for admission of new Members in the Agreement, including, but not limited to Article 4.4, Admission of New Members.

4.7 Continuing Liabilities and Duties of Assigning Member

No assignment of any membership interest shall relieve the assignor from any duties to the Company. Whether or not an assignee of a membership interest becomes a Member, the assignor is not released from his or her duties or liabilities to the Company, including the duty to make any future contributions agreed to by the assignor, until and unless a written statement releasing him or her from liability is executed by all the Members of the Company in accordance with the Agreement.

4.8 Rights and Liabilities of Assignees Admitted as Members

An assignee of a membership interest who becomes a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under the governing documents and the TBOC. An assignee who becomes a Member is liable for the obligations of the assignor to make contributions to the Company, but is not obligated for liabilities unknown to the assignee on the date the assignee became a Member, and which could not be ascertained from the Agreement or other documents provided.

4.9 Reasonable Doubts as to Right to Assign

When an assignment of a membership interest is requested and there is reasonable doubt as to the right of the person seeking the assignment, before recording the assignment of the Units on the Company's books, the Managers may require from the person seeking the assignment reasonable proof of that person's right to the assignment. If there remains a reasonable doubt of the right to the assignment, the Managers may refuse an assignment unless the person gives adequate security or a bond of indemnity executed by a corporate surety or by two individual sureties satisfactory to the Managers as to form, amount, and surety responsibility. The bond shall be conditioned to protect the Company, its Members, Managers, Officers, and agents, or any of them, against any loss, damage, expense, or other liability for the assignment of the membership interest.

4.10 Community Property Provisions

(a) Non-Member Spouse Bound by the Agreement

Each spouse of a Member who is not a Member in his or her own right, may have an interest in the Company standing in the name of his or her spouse who is a Member, by reason of the applicable state community property laws. Without determining either the existence or extent of any community property or other interest, each such non-member spouse of a Member agrees to be bound by the terms of the Agreement, as required in accordance with subarticle (f).

(b) Interest of Non-Member Spouse

It is the specific intent of the Members and the Company that each Member's membership interest is held in the sole name of the Member, is deemed to be that Member's sole property, and is under the sole management and control of that Member. Management and control over the membership interest includes the right to vote or to sell such membership interest. This provision is not intended to, and shall not, affect the existence or extent of any community property or other interest that a non-member spouse may have in such membership interest.

(c) Death or Incapacity of a Member

The membership interest of a deceased Member shall vest in his or her legal representative or surviving spouse, subject to the terms of the Agreement and any buy-sell agreement in effect. That person shall neither become a Member of the Company, nor have the right to vote, nor otherwise manage the Company unless that person is admitted as a Member in accordance with the Agreement.

(d) Joint Tenants with Right of Survivorship

If the non-member spouse of a Member shall predecease the Member, and the non-member spouse has a community property or other interest in the Company, the Member shall continue to own all of the Units standing in his or her name. The non-member spouse shall duly implement this provision of the Agreement by providing in his or her will for the devise of his or her interest in the Company to the Member. If the community property or other interest of the non-member spouse in said Units does not pass entirely to the Member by intestate succession or through the non-member spouse's will, then the Member and non-member spouse shall be deemed to own such interest not as community property or tenants-in-common, but rather, pursuant to this provision, the Member and non-member spouse agree to hold his or her Units as joint tenants with the right of survivorship.

(e) Divorce of a Member

Subject to any buy-sell agreement in effect, in the event of the divorce of a Member whose non-member spouse owns a community property or other interest in the Company, all of the Member's Units shall pass to the Member upon divorce. The Member and non-member spouse shall duly effectuate this provision in their property settlement agreement or other like instrument. This provision shall not affect any rights the non-member spouse may have (as between the spouse and the said Member) as to any benefits receivable as a result of such community property interest in the Company.

(f) Member's Duty to Obtain Spouse's Written Consent

Any Member who is now married to a non-member spouse, or who marries after he or she has signed the Agreement, shall cause his or her non-member spouse to sign a document indicating said non-member spouse's agreement to be bound by the terms of the Agreement within a reasonable time (Exhibit B). The failure of the Member to obtain said non-member spouse's consent to the Agreement shall constitute a material breach of the Agreement by said Member.

4.11 All Other Forms of Joint Ownership of Membership Interests

The Company may authorize the issue or transfer of Units to joint owners only after consulting such legal and tax counsel as they deem necessary and enacting such provisions as they deem necessary to control membership rights and ownership rights.

4.12 Withdrawal of Members

A Member may withdraw from the Company upon thirty (30) days' written notice to the Managers of the Company. If the Member has a contribution due within ninety (90) days of the date of withdrawal, withdrawal shall be effective only if approved by a majority of the Managers. Acceptance is not necessary to make it effective unless expressly provided in the notice of resignation. Withdrawal does not relieve the Member of any liability to the Company for future contributions agreed to in writing by the withdrawing Member.

4.13 Continuity of the Company

The Company shall not wind up and terminate upon the death, expulsion, bankruptcy, winding up, dissolution, termination or withdrawal of any Member, but shall continue unless a majority of the remaining Members affirmatively votes to wind up the Company. If the termination or withdrawal was of the last remaining Member, then the Company shall wind up unless, no later than the 90th day after the date of the termination of the membership of the last remaining Member, the legal representative or successor of the last remaining Member agrees to: (a) continue the Company, and (b) become a Member of the Company effective as of the date of the termination or designate another person who agrees to become a Member of the company effective as of the date of the termination.

4.14 Classes or Groups of Membership Interests

The Company may establish classes or groups of membership interests. All membership interests of any one class or group shall have the identical voting, conversion, redemption, and other rights, preferences, privileges, and restrictions. There shall always be a class or group of membership interests outstanding that has complete voting rights except as limited or restricted by voting rights conferred on some other class of outstanding membership interests.

4.15 Certificates as Evidence of Membership Interest

Each Member's membership interest may be evidenced by one or more certificates of membership interest issued by the Company, but the membership status of each Member is definitively determined by the Membership roster of the Company (as such may be amended). Each such certificate shall be consecutively numbered. The front of the certificate shall state that the Company is organized under the laws of the State of Texas; the name of the Company; the number of Units represented by the certificate and their class or group, if any; the name of the person to whom the certificate is issued; and the date the certificate was issued:

The front of each certificate shall state, in conspicuous print, the following:

See reverse for transfer and membership restrictions, and for potential duties and liabilities of members.

The back of the certificate shall contain the following notice:

NOTICE: These Units of Membership Interest ("Units") have not been registered under the Securities Act of 1933, as amended, or under any securities law, and cannot be offered, sold, resold, or transferred unless and until registered under all applicable securities laws, or an exemption from registration is available, or the Company has in effect a determination, pursuant to the Agreement, that the Units of Membership Interest are not securities. Units of Membership Interest are transferable on the books of the Company only. Ownership of Units does not automatically confer membership, or allow the owner to participate in the voting or management of the Company. The Certificate of Formation, the Agreement, members' agreements, or relevant law may additionally restrict transferability and sale of Units, restrict or condition membership, and impose additional membership obligations and liabilities including, but not limited to, Company management and future contributions.

4.16 Additional Notice Required on Certificates

Additional reasonable restrictions may be imposed on the transferability or sale of membership interests if the Company conspicuously sets forth a full or summary statement of the restrictions on the back of the certificate. The statement shall be in a new paragraph and begin with the boldfaced words "NOTICE: Additional Restrictions on Transferability and Sale:" and shall either (a) clearly set forth the restrictions, or (b) summarize the restrictions and conspicuously state on the back of the certificate that a restriction exists pursuant to a specified document and that the Company, on written request to its principal place of business, will provide a free copy of the document to the record holder of the certificate.

If the Company has more than one class or group of membership interests, then the back of the certificate must also contain (a) the designations, preferences, limitations, and relative rights of the membership interests of each class or group to the extent they have been determined, and the authority of the governing authority to make those determinations as to subsequent series; or (b) a statement that the required information is stated in the Company's governing documents and that, on written request to the Company's principal place of business or registered office, the Company will provide a free copy of that information to the record holder of the certificate.

4.17 Signing Certificates

All membership interest certificates shall be signed by the Managers.

4.18 Issuance and Replacement of Certificates

Upon satisfaction of all prerequisites for admission of a new Member and issuance or transfer of Units, a new certificate shall be issued. If the Member received his Units by assignment, the original certificate of the assignor shall be cancelled and a new certificate issued to the assignee and such shall be noted on the records of the Company. If the seller transferred only part of the Units represented by a certificate, a new certificate shall be issued to the seller for the Units retained. No new certificate shall be issued until the former certificate for a like number of Units shall have been surrendered and cancelled, except that in the case of a lost, destroyed or mutilated original certificate, a new one may be issued, but only upon such terms to the Company (such as bonding or indemnity) as the Managers may prescribe.

4.19 Mandatory Prerequisites Before Sale or Transfer of Units of Membership Interests

The Company, and all its Managers, Officers, employees, and agents, shall sell no Units, nor shall they allow or participate in any purported transfer of any Units, except under the following circumstances:

1. There is on file in the Company records a written attorney's opinion, satisfactory to the Company, which states that currently effective registration statements exist under the Securities Act of 1933, as amended, and all applicable state acts; or

2. There is on file in the Company records a written attorney's opinion, satisfactory to the Company, which state that neither federal nor state securities registration is required because the attorney has determined that the Units are not currently securities and will not become securities upon completion of the type of issuance or transfer proposed; or
3. The transaction differs in no detail from a proposed transaction described in an attached written attorney's opinion, satisfactory to the Company, which states that the attorney has reviewed the facts of this proposed transaction, and under the facts as disclosed to him, there is no fraud under Rule 10b-5, and neither federal nor state securities registration is required because, even if the Units are securities, or become securities upon completion of this proposed transaction, the Units or transaction fall within an exemption from registration; or
4. There is on file in the Company records a unanimous resolution of the Managers who, having inquired into the issue and sought such legal counsel as they deem sufficient, authorize the proposed issuance or transfer and determine that neither federal nor state securities registration is required to complete the transaction because the transaction will fall under a securities exemption or the Units will not be considered securities upon completion of the transaction.

4.20 Sale or Transfer of Units of Membership Interests

The Secretary (if any, and in the absence thereof, the Managers) shall ensure that the requirements of this Agreement have been met before the sale or transfer of any Units. Sale and transfer of Units shall be valid only on the membership interest transfer books of the Company. Subject to the other provisions of this Agreement, and any Buy-Sell Agreement or Members Agreement in effect, transfer shall be only at the written request of the holder of record of such Units, or by his or her legal representative who shall furnish proper evidence of authority to transfer, or by his or her attorney so authorized by power of attorney duly executed and filed with the Company, and upon surrender for cancellation of any certificates for such Units.

The person in whose name Units stand on the books of the Company, shall be deemed to be the owner thereof as regards the Company. Whenever any assignment of Units may be made for collateral security, written notice thereof shall be given to the Secretary of the Company, or the appropriate Manager, and the fact that such Units are held for collateral security, and not absolutely, shall be stated on all certificates and records related to the assignment.

4.21 Restrictions on Sale and Transfer of Units of Membership Interests

Units of the Company may only be issued, sold or transferred:

1. With a current resolution of the Managers approving the issuance or transfer;

2. If such issuance or transfer does not violate any law, including state and federal securities law;
3. If such issuance or transfer does not violate any restriction on transfers set forth in this Agreement, or Certificate of Formation; and
4. If such issuance or transfer does not violate any restriction contained in any buy-sell agreement, Members Agreement, right of first refusal, or other such agreement entered into by the holders of such Units.

ARTICLE FIVE – CONTRIBUTIONS, ALLOCATIONS, AND DISTRIBUTIONS

5.1 Member Contributions

Units may be issued for such contribution, including no contribution, as may be fixed from time to time by unanimous vote of the Managers. The consideration paid for the Units may consist of any tangible or intangible benefit to the Company, or other property of any kind or nature, including cash, services rendered, a contract for services to be performed, a promissory note or other obligation of a person to pay cash or transfer property to the Company; or securities or other interests in or obligations of an entity. No Units shall be issued until the receipt of the full amount of any contribution due from the prospective Member before issuance; or, if the Units are to be issued in exchange for an agreement to contribute cash, property, or services in the future, receipt of both a signed written agreement specifying the future contribution to be made and when it is due, and a signed written agreement to be bound by the Agreement.

5.2 Enforceable Promise for Future Contribution

A Member is obligated to perform an enforceable promise to make a contribution or to otherwise pay cash or transfer property to the Company, as shown in the records kept under Article 7.1, without regard to the death, disability, or other change in circumstances of the Member. An enforceable promise is one that is in writing and signed by the person making the promise.

5.3 Failure to Perform Enforceable Promise

A Member, or the Member's legal representative or successor, who does not perform an enforceable promise to make a payment of cash or transfer property to the Company, whether as a contribution or in connection with a contribution already made, is obligated, at the written request of the Company, to pay in cash the agreed value of the contribution, as stated in the Agreement or the Company's records required under Article 7.1, less any amount already paid for the contribution and the value of any property already transferred. In addition to any other remedy available in law or in equity to the Company or the other Members, if the Member fails to deliver the additional contribution, cash, or property to the Company within thirty (30) days of delivery of the written request, on additional thirty (30) days' written notice to the defaulting Member, the membership interest of the defaulting Member may be:

1. Reduced, including but not limited to, the limitation or reduction of the Member's voting and/or distribution rights; or
2. Subordinated to other membership interest of non-defaulting Members; or
3. Redeemed or sold at a value determined by appraisal or other formula to be set by a majority of the Members; or
4. Made the subject of:
 - (a) A forced sale; or
 - (b) Forfeiture. Upon such forfeiture, the Member shall be entitled to a distribution as under Section 5.07(b) of the Agreement, but shall receive only one-half (1/2) of the fair market value of his or her membership interest; or
 - (c) A loan from other Members of the company in an amount necessary to satisfy the enforceable promise; or
 - (d) Another penalty or consequence determined by a majority of the Members.

Whenever the Company is to pay any sum to a defaulting Member, any amount that Member owed to the Company may be deducted from that sum before payment to the Member.

5.4 Consent Required to Release Enforceable Obligation

The obligation of a Member, or of the Member's legal representative or successor, to make a contribution or otherwise pay cash or transfer property to the Company, or to return cash or property to the Company paid or distributed to the Member in violation of the TBOC or the Agreement, may be released or settled only by consent of each Member of the Company.

5.5 Non-Return of Contributions

No Member is entitled to the return of the whole or any part of his or her capital contribution, or to be paid interest in respect of either his or her capital account or capital contribution. No un-repaid capital contribution is a liability of the Company or any Member. No Member shall be required to contribute or lend any cash or property to the Company to enable it to return any Member's capital contribution.

5.6 Voluntary Advances by Members

If the Company does not have sufficient cash to pay its obligations, any Member who agrees to do so may, with the consent of a majority of the Managers, advance all or part of the needed funds to, or on behalf of, the Company. Such an advance is not a contribution, but constitutes a loan from the lending Member to the Company, and bears interest from the date of the advance until the date of payment at the rate agreed to by the lending Member and a majority of the Managers.

5.7 Distributions

The Managers, by majority vote, may in their sole discretion elect to make distributions of available cash of the Company to the Members, having taken into account the ability of the Company to pay debts and to hold an appropriate reserve (if any). Distributions may consist, in whole or in part, of cash, promissory notes, or other property, as the Managers may determine is in the best interest of the Company. No Member, regardless of the nature of the Member's contribution, may demand and receive a distribution from the Company in any form other than cash, unless authorized by a majority of the Managers of the Company.

(a) Allocations of Distributions

Each Member shall be entitled to a share of any distributions on the basis of the percentage of Units of Membership Interests owned, as set out in the Membership Register (as may be amended from time to time).

(b) Interim Distributions

Before the winding up of the company, a Member is not entitled to receive, and may not demand, a distribution from the Company until a distribution is declared to each Member of the Company, or to a class or group of Members that includes the Member. A majority vote of the Managers is required to declare an interim distribution. If the declaration does not contain a different record date, only the Members listed in the Company records on the date of the declaration shall be entitled to any such distribution.

(c) Prohibited Distributions

Notwithstanding the provisions herein, the Company shall not make a distribution that would cause the Company's total liabilities to exceed the fair market value of its total assets as those terms are defined in Section 101.206, TBOC. A Member who receives a distribution from the Company in violation of this subarticle is required to promptly return the distribution to the Company if the Member had knowledge of the violation.

5.8 Allocations of Profit, Loss, and Other Similar Items

The allocation of profits, losses, income, gain, expenditures, deductions, property upon the winding up and termination of the Company, and similar items shall be on the basis of the agreed value, as stated in the records required to be kept under Section 101.501, TBOC, of the contributions made by each Member, unless otherwise specified in the special allocations section of the Membership Register.

ARTICLE SIX – OFFICERS

6.1 Title and Appointment

The Managers may elect or appoint one or more persons, who may or may not be Members, as Officers of the Company. In addition, the Managers may assign titles (including, without limitation, "President," "Vice President," "Secretary," and "Treasurer") to any such Officers. Unless the Managers decide otherwise, and subject to law, the Certificate of Formation, and the Agreement, if the title is one commonly used for an Officer of a for-profit corporation formed under the TBOC, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office. Any such titled persons shall be deemed Officers of the Company. Any number of titles may be held by the same person, and any delegation pursuant to this section may be revoked at any time by the Managers. For purposes of convenience and maintenance of organizational formalities, the Managers shall appoint a responsible person to serve as Secretary of the Company.

Consistent with Section 3.20 above, Kristen McAbee is hereby appointed President.

6.2 Powers of the Officers

Any and all Officers shall perform their duties subject to the direction and under the supervision of the Managers. No Officer is authorized to transfer all or substantially all of the Company's assets without the written consent of all of the Members.

6.3 Removal and Resignation

Any Officer may be removed, with or without cause, by vote of a majority of the Managers, at any regular or special meeting of the Managers. Such removal shall be without prejudice to the contract rights, if any, of the person removed. Any Officer may resign at any time by giving written notice to the Managers of the Company, or to the President or Secretary if such offices have been filled. Any resignation shall take effect upon receipt, or at any later time specified therein. Unless otherwise stated, the acceptance of that resignation shall not be necessary to make it effective.

6.4 Term of Office

Each Officer, if any, shall serve until a successor is chosen and qualified in his or her stead, or until his or her earlier death, resignation, or removal from office.

6.5 Vacancies

Upon the occasion of any vacancy occurring in any Company office, by reason of resignation, removal, or otherwise, the Managers may elect an acting successor to hold office for the unexpired term or until a permanent successor is elected.

6.6 Compensation

The compensation of the Officers may be fixed from time to time by the Managers, and no Officer shall be prevented from receiving a salary by reason of the fact that the Officer is also a Manager or Member of the Company.

ARTICLE SEVEN – COMPANY RECORDS AND FISCAL MATTERS

7.1 Records Required by TBOC § 101.501

The Company shall keep at its principal office in the United States, or make available to any Member, or assignee of a membership interest, at its principal office not later than the fifth (5th) day after the date the person submits a written request to examine the books and records of the company under Sections 3.152(a) and 101.502 of the TBOC, a current list that states the following:

1. The percentage or other interest in the Company owned by each Member;
2. The names of the Members of each specified class or group;
3. A copy of the Company's federal, state, and local tax information or income tax returns for each of the six preceding tax years;
4. A copy of the Company's Certificate of Formation, including any amendments to or restatements of the Certificate of Formation;
5. A copy of the Agreement including any amendments to or restatements of the Agreement;
6. An executed copy of any powers of attorney;
7. A copy of any document that established a class or group of Members of the Company as provided by the Agreement; and
8. Except as stated within the Agreement, a written statement of:
 - (a) The amount of a cash contribution and a description and statement of the agreed value of any other contribution made or agreed to be made by each Member;

- (b) The dates any additional contribution are to be made by a Member;
- (c) Any event the occurrence of which requires a Member to make additional contributions;
- (d) Any event the occurrence of which required the winding up of the Company; and
- (e) The date each Member became a Member of the Company.

The Company shall keep at its registered office located in this state and make available to a Member of the Company on reasonable request, the street address of the Company's principal office in the United States in which the records required by this article are maintained or made available.

7.2 Minutes of Company Meetings

The Company shall keep at its principal office, or such other place as the Managers may order, a Company Record Book containing the minutes of the proceedings of the Members, Managers, and any committees of the Company. The minutes shall show the time and location of each meeting; whether such meeting was annual, regular, or special; a copy of the notice given or the written waiver thereof; and, if special, how the meeting was authorized. The minutes shall further show the names and number of votes of the Members present or represented at meetings of the Members, and the names of all those present at, and the proceedings of, all meetings.

7.3 Membership Register

To meet the requirements of Sections 3.151(a)(3), 101.501(a)(1), 101.501(a)(7)(A)-(C) and 101.501(a)(7)(E), TBOC, the Company shall keep at its principal office a membership register which shall be a current record of (a) each Member's name, mailing address, the amount and class or group of their membership interest(s); (b) the date the Member became a Member of the Company; (c) the amount of any cash contribution and a description and statement of the agreed value of any other contributions made or agreed to be made by a Member; (d) the dates any additional contributions are to be made by a Member; (e) any event the occurrence of which requires a Member to make additional contributions; and (f) special allocations of profits and losses or similar items, if any.

7.4 Membership Interests Transfer Ledger

The Company shall keep a membership interests transfer ledger at its principal office showing the name and mailing address of each Member (or certificate holder); the date of transfer; whether it is an original issue or reissue; the number of Units issued on that date; the certificate number of the issued Units; and the amount paid or the agreed or fair market value of non-cash payments. For transfers, the ledger shall also show the person to whom and from whom the Units were transferred; the number of Units transferred or surrendered; the

certificate number of the transferred or surrendered Units; the payment received by the Member; and the number of Units owned (balance) after the transactions.

7.5 Right to Examine Company Records

As provided by Section 101.502, TBOC, a Member of the Company or an assignee of a membership interest in the Company, or a representative of the Member or assignee, on written request and for a proper purpose, may examine and copy at any reasonable time and at the Member's or assignee's expense, records required to be kept under Sections 3.151 and 101.501, TBOC and other information regarding the business, affairs, and financial condition of the Company that is reasonable for the person to examine and copy.

The Company shall provide to a Member of the Company or an assignee of a membership interest in the Company, on written request by the Member or assignee sent to the company's principal office in the United States or, if different, the person and address designated in the Agreement, a free copy of the Certificate of Formation and Agreement, including any restatements of or amendments thereto, any Members' agreements restricting transfer of membership interests, and any tax returns specified in Section 101.501(a)(2), TBOC.

7.6 Books and Records of Account

The Company shall maintain correct and complete books and records of account, including accounts of its properties and business transactions, assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and membership interests. The Company bookkeeping procedures shall conform to generally accepted accounting practices for the business or businesses in which the Company is engaged. Subject to the foregoing, the chart of financial accounts shall be taken from, and designed to facilitate preparation of, current Company tax returns. Any surplus, including earned surplus, paid-in surplus, and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account.

7.7 Fiscal Year

The Company shall have the fiscal year determined by the Managers and approved by the Internal Revenue Service ("IRS"). The Treasurer or Managers shall forthwith arrange a consultation with the Company's tax advisors to determine whether the Company is to have a fiscal year other than the calendar year. If so, the Treasurer or Managers shall file an election with the IRS as early as possible, and all correspondence with the IRS, including the application for an Employer Identification Number ("EIN"), shall reflect such non-calendar year election.

7.8 Company Seal

The Managers may at any time adopt, prescribe the use of, or discontinue the use of, such seal as they deem desirable, and the Secretary shall cause such seal to be affixed to, impressed on, or reproduced on such documents as the Managers may direct.

7.9 Maintenance of Records

The books, records, minutes, and ownership or membership records of the Company shall be maintained in written paper form, or another form capable of being converted into written paper form within a reasonable time, in the principal United States office of the Company. The Company shall maintain in its registered office in the State of Texas, and make available to Members on reasonable request within a reasonable time, the street address of its principal United States office in which these records are kept.

7.10 Tax Returns

The Managers shall, at the expense of the Company, cause to be prepared and delivered to the Members, in a timely fashion after the end of each Fiscal Year, copies of all federal and state income tax returns for the Company for such Fiscal Year, one copy of which shall be filed by the Managers. Such returns shall be prepared on a cash receipts and disbursements or an accrual basis as the Managers, in its reasonable discretion, shall determine, and shall accurately reflect the results of operations of the Company for such Fiscal Year.

7.11 Tax Audits

The Company shall retain a licensed CPA (the “Company Accountant”), to prepare all financial statements and tax returns for the Company. The Partnership Representative shall inform each other Member of all significant matters that may come to its attention in its capacity as partnership representative by giving notice thereof within ten (10) days after becoming aware thereof and, within such time, shall forward to each other Member copies of all significant written communications it may receive in such capacity. This provision is not intended to authorize the Partnership Representative to take any action left to the determination of an individual Member under Sections 6222 through 6231 of the Internal Revenue Code (prior to amendment by the BBA). If the Company pays an imputed underpayment or any interest and penalties with respect to an imputed underpayment pursuant to Sections 6232 and 6233 of the Internal Revenue Code (as amended by the BBA), to the extent possible, the portion thereof attributable to a Member shall be treated as having been distributed to such Member. To the extent such portion of an imputed underpayment cannot be withheld from a current distribution, the Member (or former Member) shall be liable to the Company for the amount that cannot be offset. The Company may elect the alternative set forth in Section 6226 of the Internal Revenue Code (as amended by the BBA) instead of paying an imputed underpayment.

If the Company is taxed as a partnership, or if it is otherwise advisable for it to be taxed as a partnership, then the Managers, in consultation with the Company’s tax advisors, will determine whether the Company is eligible under the Internal Revenue Code to opt out of the tax auditing rules and procedures under the Bipartisan Budget Act of 2015, as amended (the “BBA”). If the Managers determine that the Company is eligible to opt out of the tax auditing rules and procedures under the BBA, then the Managers will make the opt-out election on the Company’s tax return. If the Managers determine that the Company is not eligible to opt out of the tax auditing rules and procedures under the BBA, then Kristen McAbee will be appointed as the Partnership Representative (defined below) of the Company and is authorized and required to represent the Company (at the expense of the Company) in connection with all

examinations of the affairs of the Company by any federal, state, or local tax authorities, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. Partnership Representative will mean, for taxable years (or any portion thereof) for which the provisions of the BBA are effective, the Person designated by the Members to serve as the “partnership representative” (as defined in Section 6223(a) of the Internal Revenue Code, as amended by the BBA).

The Partnership Representative shall keep all Members fully informed of the progress of any examination, audit or other proceeding, and any Member with a Percentage Interest of at least ten percent (10%) (and any person that was a Member with a Percentage Interest of at least ten percent (10%) in the year to which such examination, audit or other proceeding relates) shall have the right to participate in such examination, audit or other proceeding. Each Member and former Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably required by the Managers in connection with the conduct of such proceedings.

ARTICLE EIGHT – BUY/SELL AND RIGHT OF FIRST REFUSAL

8.1 Agreement Subject to Separate Members Agreement

The right of any Member to transfer his/her Units of Membership Interests may be controlled and limited by a buy-sell agreement, members agreement, or similar agreement. To the extent that any provision of this Agreement conflicts with any provision such an agreement entered into by all the Members, the provisions of such other agreement shall prevail to the fullest extent permissible by law.

ARTICLE NINE – WINDING UP

9.1 Events Requiring Winding Up

The Company shall wind up upon the first occurrence of any of the following:

1. The expiration of the period fixed for the duration of the Company in its Certificate of Formation, if not perpetual;
2. A voluntary decision to wind up the Company by written consent of all Members to the winding up;
3. An event specified in the governing documents of the Company as requiring the winding up of termination of the Company;
4. The occurrence of any event that terminated the continued membership of the last remaining Member; unless the legal representative or successor of the last remaining Member agrees to continue the Company and to become a Member of the Company, or designated another person who agrees to become a Member, both as of the date of the termination of the last remaining Member’s membership in the Company. This agreement or designation must be made not later than ninety (90)

days after the date of termination of the last remaining Member's membership in the Company; or

5. A decree by a court requiring the winding up or termination of the Company under Section 11.301(a), TBOC, or other law.

9.2 Winding Up

Upon the occurrence of an event requiring the winding up of the Company, the Company's affairs are to be wound up unless a revocation, as provided by Section 11.151, TBOC, or a cancellation, as provided by Section 11.152, TBOC, occurs. This includes cessation of business, mailing of notice of winding up to all creditors, liquidation of business and affairs, and the distribution of any surplus.

9.3 Persons Responsible for Winding Up Company

The winding up of the Company must be carried out by:

1. The Managers, or one or more persons designated by the Managers; who shall be paid reasonable compensation for such duties;
2. The legal representative or successor of the last remaining Member or one or more persons designated by the legal representative or successor, if the event requiring the winding up of the Company is the termination of the continued membership of the last remaining Member of the Company; or
3. A person appointed by the court to carry out the winding up of the Company under Sections 11.054, 11.405, 11.409, or 11.410, TBOC.

ARTICLE TEN – MEETINGS AND VOTING

10.1 Notice of Meetings

The Secretary (if any, or in the absence thereof, the Managers) shall deliver written notice to each Manager, Member or committee member, as appropriate, at least ten (10), but not more than sixty (60), days before the date of the meeting. Such notice shall state the date, time, and location of the meeting, and, in the case of a special meeting or a meeting called for the purpose of considering a matter described by Section 101.356, TBOC, the business to be transacted at the meeting or the purpose of the meeting. Notice may be given personally, by mail, or by electronic transmission including, but not limited to, facsimile, electronic mail, or other means. A Member may specify the form of electronic transmission to be used to communicate notice. Notice shall be addressed to each recipient at such address as appears in the Company's records, or such address or number as the recipient has given to the Company for the purpose of notice.

- (a) Notice Considered Delivered

Notice is considered delivered under this section on the date notice is: deposited in the U.S. mail with postage paid in an envelope addressed to the person at the person's address as it appears on the Company's records; successfully transmitted to a facsimile number provided by the person for the purpose of receiving notice; successfully transmitted to an electronic mail address provided by the person for the purpose of receiving notice; or communicated to the person by any other form of electronic transmission consented to by the person.

Upon providing notice, the Secretary or other person sending notice shall sign and file in the Company Record Book a statement of the details of the notice given to each person. If such statement should later not be found in the Company Record Book, due notice shall be presumed.

(b) Failure of Electronic Transmission

The Secretary shall cease to provide notice by electronic transmission to an address or number provided by a person if the Company is unable to successfully deliver by electronic transmission two consecutive notices, and the Secretary knows that delivery of those two electronic transmissions was unsuccessful. Notice by electronic transmission may be reinstated upon written request by the person. Inadvertent failure to treat the unsuccessful transmissions as a revocation of the address or number provided does not affect the validity of a meeting or other action.

10.2 Waiver of Notice and Consent to Action

If a person entitled to notice of a meeting participates in or attends the meeting, the participation or attendance constitutes a waiver of notice of the meeting, and the person is considered present at the meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened. Notice of a meeting is not required to be given to a Member, Manager, or committee member entitled to notice, if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting.

10.3 Location of Meetings

Meetings of the Company may be held at any location in or outside the State of Texas as may be designated by the Managers. The location of such meetings shall be stated in the notice of the meeting or in a duly executed waiver thereof. A meeting may be held solely, or in part, by using a conference telephone or other suitable communications system authorized by Section 6.002, TBOC. The location of a meeting means either the physical location of the meeting, or in the case of an alternative form of meeting, the form of communications system to be used for the meeting and the means of accessing that communications system.

10.4 Alternative Forms of Meetings

The Members or Managers, or a committee of the Members or Managers, may hold meetings by using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, so long as the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting.

If voting is to take place at the meeting, the Company must implement reasonable measures to verify that every person voting by means of remote communications is sufficiently identified, and keep a record of any vote or other action taken.

10.5 Conduct of Meetings

Each meeting shall be chaired by a person chosen by a majority of the votes represented at that meeting. The Chairman may appoint any person to act as meeting secretary, or the Secretary may serve if present. The meeting secretary shall keep minutes of the proceedings which shall be placed in the minute book of the Company.

10.6 Proxies

A Member may vote either in person or by proxy executed in writing by the Member or his or her duly authorized attorney-in-fact. Unless otherwise provided in the proxy or by law, each proxy shall be revocable and shall not be valid after eleven (11) months from the date of its execution, unless the proxy form conspicuously states that it is irrevocable and the proxy is coupled with an interest, or as otherwise provided by law.

10.7 Dissent

A person who is present at a meeting at which action on any matter is taken, and who is entitled to vote on that action, shall be presumed to have assented to the action unless: (a) his or her dissent is entered in the minutes of the meeting; (b) his or her written dissent to such action is filed with the person acting as Secretary of the meeting before the adjournment thereof; or (c) he or she delivers such dissent by registered mail to the Company's Secretary, or other authorized person, immediately after adjournment of the meeting. Such right to dissent shall not apply to any person who voted in favor of such action.

10.8 Adjournment and Notice of Adjourned Meetings

A quorum may adjourn any meeting to meet again at a stated hour on a stated day. Notice of the time and location where an adjourned meeting will be resumed need not be given to absent persons entitled to vote at the meeting if the time and location are fixed at the adjourned meeting. In the absence of a quorum, a majority of the votes present may adjourn until the time of the next regular meeting, or to a set time and location if notice is duly given to the absent persons entitled to vote at the meeting. Notice of the reconvening of an adjourned meeting is not necessary unless the meeting is adjourned for more than thirty (30) days past the date stated in the notice, in which case notice of the adjourned meeting shall be given as in the case of any special meeting.

10.9 Regular Meetings

Meetings for the management of the Company shall be held, without requiring call or notice, immediately following each annual meeting of the Members and at such regularly repeating times and places as the Managers designate.

10.10 Special Meetings

Special meetings may be called for any purpose at any time by the President, if any, or by any two Managers (or one Manager if the Company has only one) or by any one or more Members holding in the aggregate at least ten percent (10%) of the voting interests of the Company. The party calling the meeting may do so only by written request sent by registered mail or delivered in person to the President or Secretary or other designated person. The Officer receiving the written request shall cause notice of the meeting to be sent to all the persons entitled to vote at such a meeting. If the Officer fails to give notice within ten (10) days from the date of its receipt, the person calling the meeting may fix the time of meeting and give the notice. Written notices of the special meeting, stating the time and location of the meeting, shall be mailed ten (10) days before, or otherwise sent so as to be received by each person entitled to vote at the meeting not later than two (2) days before the day appointed for the meeting. Notice of a special meeting must indicate an agenda. The meeting shall be confined to any agenda included with the notice; however, any other actions may be adopted by the written consent of all the persons entitled to vote at the meeting, which may be secured after the meeting.

10.11 Annual Meeting of the Members

The time, location, and date of the annual meeting of the Members for the purpose of electing Managers, if any, and for the transaction of any other business, as may come before the meeting, shall be set by a majority vote of the Managers. If the day fixed for the annual meeting is on a legal holiday in the State of Texas, such meeting shall be held on the next business day. If elections are not held on the day designated, or at any adjournment of the meeting, the Managers shall cause the elections to be held at a special meeting of the Members as soon thereafter as possible.

10.12 Failure to Hold Annual Meeting of the Members

If, within any thirteen (13) month period, an annual meeting of the Members is not held, any Member may apply to a court of competent jurisdiction in the county in which the Company's principal office is located for a summary order that an annual meeting be held. Failure to hold annual meetings shall not require the winding up and termination of the Company.

10.13 Quorum

The presence (in person or by proxy) of a majority of the total number of votes held by all Members, Managers, or members of any committee constitutes a quorum for the transaction of business at any meeting of the Members, Managers, or the committee, respectively.

10.14 Adjournment for Lack of Quorum

No business may be transacted in the absence of a quorum, or upon the withdrawal of enough persons to leave less than a quorum, other than to adjourn.

10.15 Action Taken by Vote, Written Consent, or Failure to Object

Except as otherwise specified in the Certificate of Formation or the Agreement, any action is effective if taken:

1. By an affirmative vote of those persons having at least the minimum number of votes that would be necessary to take the action at a meeting at which each Member or Manager, as appropriate, entitled to vote on the action is present and votes; or
2. At a meeting of the Members or Managers at which a quorum is present, by the affirmative vote of a majority of the Members or Manager, as appropriate, who are present and entitled to vote on the matter; or
3. For an action required or authorized to be taken at an annual or special meeting of the Managers or at an annual, regular, or special meeting of the Members, without holding a meeting, providing notice, or taking a vote, by written consent stating the action to be taken, and signed by the number of Members, Managers, or committee members, as appropriate, necessary to have at least the minimum number of votes that would be necessary to take the action at a meeting at which each Member, Manager, or committee member, as appropriate, entitled to vote on the action is present and votes, and such consent has been filed in the Company Record Book and mailed by the Secretary to all the persons entitled to vote on the action; or
4. For an action required or authorized to be taken at a regular meeting of the Managers, without holding a meeting, providing notice, or taking a vote, by unanimous written consent stating the action to be taken, and signed by all the Managers, or committee members, as appropriate, and such consent has been filed in the Company Record Book and mailed by the Secretary to all the persons entitled to vote on the action; or
5. With the consent of each Member of the Company entitled to vote on the matter. Consent of a Member may be established by either:

- (a) The signed written consent to action by the Member; or
- (b) The Member's failure to object to the proposed action in a timely manner, if the Member has full knowledge of the action. Full knowledge requires, at a minimum, that at least ten (10) business days prior to the date the action is to become effective, the Member has been mailed, otherwise sent by reliable means, unmistakably plain, clear, and detailed notice of the nature and effective date of the action, the requirement that each Member consent, and the effect of failure to make an objection in a timely manner. Any objection received on or before the date the action is to become effective will be considered timely.

10.16 Determining Number of Votes Held by Members

Members' votes need not be by ballot unless a Member demands voting by ballot before the voting begins. The number of votes held by each Member will be counted by the number of Units held, as follows:

Each Unit of Membership Interest, as reflected on the Member roster maintained by the Company (as it may be amended) has one vote. Each outstanding membership interest shall be entitled to one vote on each matter submitted to a vote at a meeting of Members, except to the extent membership interests of any class or classes are limited or denied voting rights by the Certificate of Formation, the Agreement, or by law. A Member shall continue to have the exclusive right to vote his or her Units after assignment of those Units until the assignee is admitted as a Member. Whenever the Agreement requires a vote, approval, or consent by a majority, or other percentage, of the Members, it shall read to require a vote, approval, or consent by the relevant percentage of Units.

[Signature Page Follows]

ARTICLE ELEVEN – EXECUTION OF COMPANY AGREEMENT

The Agreement was acknowledged by the Managers and duly executed by the initial Members effective on the Effective Date.

By our signatures hereto, we hereby agree to be bound by all the provisions of the Agreement.

MANAGERS:



Kristen McAbee



Adam McAbee

MEMBERS:



Kristen McAbee



Adam McAbee

EXHIBIT A
MEMBERS ROSTER

<u>Name and Address of Each Member</u>	<u>Initial Capital Contribution</u>	<u>Units of Membership Interest</u>	<u>Membership Interest Ratio</u>
Kristen McAbee _____ _____	Cash, services, goods, and other valuable consideration	510	51%
Adam McAbee _____ _____	Cash, services, goods, and other valuable consideration	490	49%
Total		1000	100%

EXHIBIT B

SPOUSAL CONSENT

Each of the undersigned, a spouse of a Member of the Company, hereby acknowledges and represents the following:

1. That they have read the foregoing agreement;
2. They acknowledge that this Agreement may have a legal impact on their rights in and to the Membership Interests in the Company;
3. They consent to the restrictions placed on the Membership Interests as described therein; and
4. They have had the opportunity to consult with independent legal and/or tax advisors prior to executing this agreement.

Further, each spouse executing below represents that he has not received any advice from the Company or anyone acting on behalf of the Company in relation to this agreement and their consent hereto.

Name: 
Spouse of Adam McAbee

Date: 9/4/2020

EXHIBIT C

MEMBERSHIP COUNTERPART SIGNATURE PAGE AND LIMITED POWER OF ATTORNEY

The undersigned prospective Member hereby executes this counterpart signature page and joins in the Company Agreement of StadiumDrop, LLC, a Texas limited liability company (the “Company”), dated January 27, 2020 (the “Agreement”), as it may have been amended from time to time.

For purposes of reference, this document specifically incorporates the Agreement. The undersigned acknowledges that this counterpart signature page may be affixed with other counterpart signature pages of substantially like tenor, which are executed by the other parties to such Agreement, to constitute an original, and which taken together shall be but a single instrument.

In accordance with the Agreement, the undersigned hereby irrevocably constitutes and appoints the Managers as its true and lawful attorneys and agents, in its name, place, and stead to make, execute, acknowledge, and, if necessary, to file and record:

1. all agreements, certificates, and other instruments which the Managers deem necessary or appropriate to qualify or continue the Company as a limited liability company in the jurisdictions in which the Company may conduct business; and
2. all agreements, certificates, and other instruments which the Managers deem necessary or appropriate to reflect a transfer, issuance, or disposition of any Units in the Company or the admission of a Member in accordance with the terms of the Agreement.

This power of attorney shall be deemed irrevocable and coupled with an interest. A copy of each document executed by the Managers pursuant to this power of attorney shall be transmitted to the undersigned Member promptly after the date of the execution of any such document.

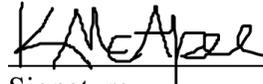
This power of attorney shall survive delivery of any assignment by the undersigned Member of the whole or any part of such Member’s Units, provided that if such assignment was of all of the undersigned Member’s Units and the substitution of the assignee as a Member has been consented to by the Managers, this power of attorney shall survive the delivery of such assignment for the purpose of enabling the Managers to execute, acknowledge, and file any and all certificates and other instruments necessary to effectuate the substitution of the assignee as a substitute Member. This power of attorney shall survive the death, incapacity, dissolution, or termination of the undersigned Member and shall extend to the undersigned Member’s successors and assigns.

Except as expressly set forth in the Agreement, this power of attorney cannot be utilized by the Managers for the purpose of increasing or extending any financial obligation or liability of the undersigned Member or altering the method of division of available cash or net income or loss without the written consent of the undersigned Member.

EACH PERSON ACKNOWLEDGES AND CONFIRMS THAT IT HAS REVIEWED THE AGREEMENT AND ACCEPTS ITS PROVISIONS, AND AGREES TO BE BOUND BY ALL THE TERMS, CONDITIONS, AND RESTRICTIONS CONTAINED THEREIN.

IN WITNESS WHEREOF, this Membership Counterpart Signature Page and Limited Power of Attorney is executed as of the date listed below and shall be effective as of the date the prospective Member has been accepted as a Member of the Company.

Member:



Signature

Kristen McAbee, CEO
Printed Name and Title (if applicable)

9/4/2020
Date

510
Number of Units