



## Filing Receipt

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**COMPANY AGREEMENT  
OF  
BIG EASY AGUA, LLC  
A Texas Limited Liability Company**

THIS COMPANY AGREEMENT (this "Agreement") of **BIG EASY AGUA, LLC** (the "Company"), dated as of the 29<sup>th</sup> day of October, 2021, is executed and agreed to, for good and valuable consideration, by the sole Member (as defined below).

**W I T N E S S E T H:**

**ARTICLE 1  
DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" means with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Person in question. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or interests, by contract, or otherwise.

"Available Cash" means all cash funds from operations of the Company on hand or on deposit from time to time after (i) payment of all operating expenses payable as of the date in question, (ii) provision for payment of all outstanding and unpaid Company obligations due and payable as of the date in question or within sixty (60) days thereafter, and (iii) the establishment of such reasonable reserves as the Managers deem appropriate for the operating needs of the Company.

"Capital Contribution" means with respect to any Member the amount of money actually contributed to the Company and the fair market value of any property (other than money) contributed to the Company with respect to the interest in the Company held by the Member (net of any liabilities secured by such property that the Company takes). Any reference in this Agreement to the Capital Contribution of a Member will include a Capital Contribution made by any prior Member with respect to the Membership Interest of the Member.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means this Texas limited liability company.

"Date of Termination" means the date on which the Company is terminated pursuant to Section 10.1.

"Dispose," "Disposing," or "Disposition" means a sale, assignment, transfer, pledge, mortgage, exchange or other disposition.

“Fiscal Year” means the period commencing on January 1 of each year and ending on December 31 of such year.

“Member” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member in the Company.

“Membership Interest” means the interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve.

“Person” includes an individual, corporation, business trust, estate, trust, custodian, trustee, executor, administrator, nominee, partnership, registered limited liability partnership, limited partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, and any other legal or commercial entity, in its own or representative capacity.

“Proceeding” has the meaning given that term in Section 8.1.

“TBOC” means the Texas Business Organizations Code and any successor statute, as amended from time to time.

1.2 Construction. Whenever the context requires as to the construction of words used herein, the singular shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa. Unless the context clearly indicates otherwise, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to exhibits attached hereto, each of which is made a part hereof for all purposes.

## **ARTICLE 2 ORGANIZATION**

2.1 Formation. The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the “Certificate of Formation”) on the 29<sup>th</sup> day of October, 2021, under and pursuant to the TBOC and the issuance of a certificate of filing for the Company by the Secretary of State of Texas.

2.2 Name. The name of the Company is “BIG EASY AGUA, LLC”, and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

2.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the TBOC to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managers may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Managers may designate from time to time in the manner

provided by law. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by §3.151 of the TBOC, and shall keep the street address of such principal office at the registered office of the Company in the State of Texas. The Company may have such other offices as the Managers may designate from time to time.

2.4 Character of Business. The character of the business of the Company is to engage in any business or activity that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish its objectives and that is not forbidden by the TBOC or any other applicable law.

2.5 Foreign Qualification. Before the Company conducts business in any jurisdiction other than Texas, the Managers shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability Company in that jurisdiction. At the request of an officer of the Company, the Managers shall execute, acknowledge, swear to and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue or terminate the Company as a foreign limited liability Company in all such jurisdictions in which the Company may conduct business.

2.6 Duration. The period of duration of the Company is perpetual.

### **ARTICLE 3 MEMBERSHIP**

3.1 Initial Member. The initial Member of the Company is Billy L. Brown, Jr., who is admitted to the Company as the Member effective contemporaneously with the execution of this Agreement.

3.2 Liability to Third Parties. No Member shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court in excess of its Capital Contribution to the Company.

3.3 Meetings of the Sole Member.

A. Meetings of the Member shall be held at the principal place of business of the Company or at such other place within or without the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof.

B. Notwithstanding the other provisions of the Certificate of Formation or this Agreement, the chairman of a meeting shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the adjourned meeting.

C. An annual meeting of the Member, for the transaction of such business as may properly come before the meeting, shall be held at such place, within or without the State of Texas, on such date and at such time as the Member shall fix and set forth in the notice of the meeting,

which date should be within 13 months subsequent to the date of organization of the Company or the last annual meeting of the Member, whichever most recently occurred.

D. Special meetings of the Member may be called at any time by the Member or any Manager. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Member.

E. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 3 nor more than 20 days before the date of the meeting, either personally or by mail, by or at the direction of the Person calling the meeting, to the Member. If mailed, any such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at its address as set forth on Exhibit "A" attached hereto, with postage thereon prepaid.

F. Meetings of the Member shall be presided over by the President, if there shall be one. Otherwise, the Member shall preside at such meetings. The Member shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

G. Any action required or permitted to be taken at any annual or special meeting of the Member may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Member. Every written consent shall bear the date of signature of the Member who signs the consent. A telegram, telex, cablegram, email, or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by the Member, shall be regarded as signed by the Member for purposes of this Section.

If any action by the Member is taken by written consent, any certificates or documents filed with the Secretary of State of Texas as a result of the taking of the action shall state, in lieu of any statement required by the TBOC concerning any vote of the Member that any written notice required by the TBOC has been given.

The Member may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and 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 and such person so objects.

#### ARTICLE 4 CAPITAL CONTRIBUTIONS

4.1 Initial Capital Contribution of the Member. The Member shall make the Capital Contribution set forth beside his name on Exhibit "A" hereto.

4.2 No Required Subsequent Contributions. The Member shall not have the obligation to make any additional Capital Contributions to the Company, except as otherwise provided in this Agreement.

4.3 Advances by the Member. Subject to the limitations herein and to other agreements of the Company, the Company is authorized to borrow from the Member on such terms as the Member and the Company may deem appropriate.

4.4 Obligation to Repay or Restore. A Member who has received distributions of Available Cash may be obligated under the TBOC to repay or restore to the Company all or a portion of the amount received if such distributions cause the fair market value of the Company's liabilities to exceed the fair market value of the Company's assets.

4.5 Return of Contributions. Except as provided herein, the Member is not entitled to the return of any part of his Capital Contributions or to be paid in respect of either his capital account or his Capital Contributions.

## **ARTICLE 5 DISTRIBUTIONS AND ALLOCATIONS**

5.1 Distribution of Available Cash. Subject to the limitations and conditions of any credit agreements in effect, at such times as may be determined by the Managers, in their sole discretion, the Available Cash of the Company may be distributed to the Member.

5.2 Return of and Interest on Capital Contributions. The Member is not entitled to the return of her Capital Contributions or his capital account (except as provided in this Agreement) or to be paid interest in respect of either his capital account or any Capital Contribution made by him to the Company.

5.3 Payments. The amount of any distribution or payment to the Member or a former Member or his heirs, legal representatives, successors or assigns, whether pursuant to this Article 5 or to Article 10, may be made in cash or in kind or partially in cash and partially in kind in the reasonable discretion of the Managers or liquidator under Article 10 less reasonable reserves established in the reasonable discretion of the Managers or liquidator under Article 10 for known or unknown liabilities of the Company. All distributions of assets in kind shall be made at fair market value as determined by the Managers and shall be distributed to the Member in the same manner as a distribution of Available Cash of the Company would have been made if such assets had been sold.

## **ARTICLE 6 MANAGEMENT**

6.1 General Powers. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers of the Company.

6.2 Number, Tenure and Qualifications.

A. The initial number of Managers of the Company shall be one (1), and the initial Manager is Billy L. Brown, Jr.

B. A Manager shall hold office until the next annual meeting of the Member or until his or her successor shall have been duly elected and qualified. Any or all of the Managers may be removed at any time, with or without cause, by the written consent action of Member. Managers need not be residents of the State of Texas or Members of the Company.

6.3 Regular Meetings. A regular meeting of the Managers shall be held without notice other than this Agreement on the first Tuesday in April, or such other day and time as may be designated by the Managers. By resolution, the Managers may provide the time and place, either within or without the State of Texas, for the holding of additional regular meetings without notice other than such resolution.

6.4 Special Meetings. Special meetings of the Managers may be called by or at the request of President or by any Manager. The person or persons authorized to call special meetings of the Managers may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Managers called by them.

6.5 Notice. Notice of any special meeting, effective upon delivery in accordance herewith, shall be given at least one (1) day prior thereto by oral or written notice delivered personally, or by written notice mailed to each Manager at his business address or by telegram. If mailed, the notice shall be deemed to be delivered three (3) days following its deposit in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile transmission or by electronic mail, it shall be deemed to be delivered upon receipt thereof by the addressee. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Managers need be specified in the notice of such meeting. The purpose of any special meeting of the Managers shall be specified in the notice of such meeting.

6.6 Quorum. A majority of the number of Managers fixed by Section 6.2 shall constitute a quorum for the transaction of business at any meeting of the Managers, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

6.7 Manner of Acting. The act of the majority of the Managers present at a meeting at which a quorum exists shall be the act of the Managers.

6.8 Vacancies. Any vacancy subsequently occurring in the Managers may be filled by the affirmative vote of the Member at an annual meeting or at a special meeting of the Member called for that purpose.

6.9 Reimbursement of Expenses. By resolution of the Member, the Managers may be reimbursed their expenses of attendance, if any, at each meeting of the Managers. No such payment

shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

6.10 Presumption of Assent. A Manager who is present at a meeting of the Managers shall be presumed to have assented to any action taken thereat unless (a) such Manager's dissent shall be entered in the minutes of the meeting, (b) such Manager shall file such Manager's written dissent to such action with the secretary of the meeting before adjournment thereof, or (c) such Manager shall forward such Manager's dissent by registered mail to the other Managers of the Company immediately after adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

6.11 Committees. By resolution adopted by a majority of the Managers, the Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to the limitations imposed by the Managers, replace absent or disqualified members at any meeting of that committee. Each committee shall exercise such authority and responsibility as may be set forth in the resolution establishing the same, subject to the provisions of §3.102 of the TBOC. Each such committee shall serve at the pleasure of the Managers, and shall establish its own administrative and operational rules and procedures, but shall be required to keep accurate records of all actions taken by it.

6.12 Approval or Ratification of Acts or Contracts by the Member. The Managers in their discretion may submit any act or contract for approval or ratification at any annual meeting of the Member, or at any special meeting of the Member called for the purpose of considering any such act or contract, and any act or contract that shall be approved or be ratified by the Member.

6.13 Action by Unanimous Written Consent or Telephone Conference.

A. Any action required or permitted to be taken at any annual or special meeting of the Member or the Managers may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Member or the minimum number of Managers required to take such action at a meeting of the Managers, as applicable. Every written consent shall bear the date of signature of the Member or the Managers who signs the consent. A telegram, telex, cablegram or similar transmission by a Member or Managers, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member or Managers, shall be regarded as signed by the Member or Managers for purposes of this Section.

B. If any action by the Member or Managers is taken by written consent, any certificates or documents filed with the Secretary of State of Texas as a result of the taking of the action shall state, in lieu of any statement required by the TBOC concerning any vote of the Member or Managers, as applicable, that any written consent required by the TBOC has been given.

C. The Member or Managers may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and 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 and such person so objects.

## **ARTICLE 7 OFFICERS**

The Managers may, from time to time, designate one or more Persons to be officers of the Company and may enter into employment agreements with such Persons on behalf of the Company. No officer need be a resident of the State of Texas. Any officers so designated shall have such authority and perform such duties as the Managers may, from time to time, delegate to them, subject to and in compliance with any employment contracts validly existing between Company and any officer. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation formed under the TBOC, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers. Each officer shall hold office until their successor shall be duly designated and shall qualify or until their death or until they shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers.

Any officer may resign as such at any time subject to the terms and conditions of any employment agreement that such officer may have entered into with the Company. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in its judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Resignation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Managers. The initial officers of the Company are as follows:

President and Secretary

Billy L. Brown, Jr.

## **ARTICLE 8 INDEMNIFICATION BY THE COMPANY**

8.1 Right to Indemnification. Subject to the limitations and conditions as provided in this Article 8, each Person who was or is made a party to, or is threatened to be made a party to or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that it, or a Person for whom it is the legal representative, is serving as an officer or Manager of the Company or is or was serving at the request of the Company as manager, director, officer, partner, venturer, proprietor, trustee or similar functionary of another entity, foreign joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified

by the Company to the fullest extent permitted by the TBOC, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Article 8 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article 8 could involve indemnification for negligence or under theories of strict liability.

8.2. Advance Payment. The right to indemnification conferred in this Article 8 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 8.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Person of its good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article 8 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article 8 or otherwise.

## **ARTICLE 9**

### **FINANCIAL ACCOUNTING AND REPORTS**

9.1 Tax Returns. The Managers shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. The Managers shall keep and maintain all pertinent information in its possession relating to Company operations that is necessary to enable the Company's tax returns to be prepared and filed.

9.2 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- A. to adopt the calendar year as the Company's Fiscal Year;
- B. subject to the direction of the Company's accountants, to adopt an appropriate federal income tax method of accounting and to keep the Company's books and records on such income tax method; and
- C. any other election the Managers may deem appropriate and in the best interests of the Company.

9.3 Valuation. The valuation of the assets of the Company for the purposes of valuing distributions in kind made pursuant to Section 5.3 or Section 10.2 of this Agreement and for any other purpose shall be the fair market value as determined by the Managers in good faith.

9.4 Supervision; Inspection of Books. Proper and complete books of account of the business of the Company shall be kept under the supervision of the Managers at the principal place of business of the Company. Such books shall be open to inspection by the Members, or its representatives, at any reasonable time during normal business hours.

9.5 Annual Report; Financial Statements. The Managers shall cause to be prepared within one hundred twenty (120) days after the close of each Fiscal Year, or as soon as practicable thereafter, unaudited financial statements of the Company, prepared in accordance with the accounting method used for reporting for federal income tax purposes consistently applied, including an income statement for the year then ended, a balance sheet as of the end of such year, and a statement of changes in the Member's capital account.

## **ARTICLE 10 WINDING UP AND TERMINATION**

10.1 Winding Up. The Company shall terminate and its affairs shall be wound up on the first to occur of the following:

- A. the written consent of the Member;
- B. the expiration of the period fixed for the duration of the Company set forth in the Certificate of Formation, if any; and
- C. entry of a decree of judicial cancellation of the Company under the TBOC.

The death, insanity, bankruptcy or termination of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, shall not cause a winding up of the Company.

10.2 Liquidation and Termination. On winding up of the Company, the President shall act as liquidator. If there is no President at such time, the Managers appoint a liquidator by vote or written consent action. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the TBOC. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The steps to be accomplished by the liquidator are as follows:

- A. as promptly as possible after winding up and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the winding up occurs or the final liquidation is completed, as applicable;

B. the liquidator shall cause the notice described in §11.052(a)(2) of the TBOC to be mailed to each known creditor of and claimant against the Company in the manner described in such §11.052(a)(2) of the TBOC;

C. the liquidator shall apply the assets of the Company remaining after payment of the costs and expenses of winding up in the following priority:

1. to the creditors of the Company, other than the Member, all amounts due them from the Company in the order of priority established by law;
2. to the Member until the Member has received from this Section 10.2(C)(2) an amount equal to all Capital Contributions made by him; and
3. finally, any remaining assets and proceeds shall be distributed to the Member.

10.3 Certificate of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Managers (or such other person or persons as the TBOC may require or permit) shall file a Certificate of Termination with the Secretary of State of Texas, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the Company.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier or by facsimile transmission; and a notice, request or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests and consents to be sent to the Member must be sent to or made at the address given for the Member on Exhibit "A" or such other address as the Member may specify by notice. Any notice, request, or consent to the Company must be given to the Member and the Managers. Whenever any notice is required to be given by law, the Certificate of Formation or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.2 Entire Agreement. This Agreement constitutes the entire agreement of the Member and the Managers relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not

constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

11.4 Amendment or Modification.

A. Except for such amendments as result from the operation of the various provisions of this Agreement, this Agreement may be amended only upon the written consent of the Member.

B. The President, acting alone, or the Managers may make ministerial changes in this Agreement for the purpose of correcting errors and inconsistencies and to comply with federal, state and local rules, regulations and laws, provided that the liability of the Member for Company debts shall not be increased by such amendment nor shall the right of the Member to Company allocations or distributions be adversely affected thereby.

11.5 Binding Effect. This Agreement is binding on and inure to the benefit of the Member and his heirs, legal representatives, successors and assigns.

11.6 Governing Law; Severability. **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.** In the event of a direct conflict between the provisions of this Agreement and (a) any provision of the Certificate of Formation, or (b) any mandatory provision of the TBOC, the applicable provision of the Certificate of Formation, the TBOC shall control. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances is not affected thereby, and that provision shall be enforced to the greatest extent permitted by law.

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

11.8 Operating Expenses and Reimbursements. The Company shall bear (or reimburse the Managers or the Member, as applicable, for their payment of) all costs and expenses of every kind and description incurred in connection with the organization, operation, liquidation and termination of the Company including, but not limited to, reasonable travel expenses, fees of consultants, accountants, and reasonable attorneys' fees and expenses of the preparation of quarterly unaudited financial statements, the annual audit, if any, and tax returns of the Company, interest on indebtedness of the Company, and fees and expenses incurred in any litigation by or against the Company.

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**IN WITNESS WHEREOF, THE SOLE MEMBER HAS EXECUTED AND  
ADOPTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.**

**(SOLE MEMBER:)**

  
**(BILLY L. BROWN, JR.)**

**EXHIBIT "A"**

**SOLE MEMBER OF BIG EASY AGUA, LLC  
INITIAL CAPITAL CONTRIBUTION**

**MEMBER**

**CAPITAL CONTRIBUTION**

Billy L. Brown, Jr.  
2400 Brunes Mill Road  
Columbus, Texas 78934

\$100.00