

Exhibit A



SECTION ONE:

CERTIFICATE OF FORMATION AND BYLAWS



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CORPORATE BYLAWS

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Article One — Adoption, Amendment, and Interpretation of Bylaws

1.01 Definitions

In these Bylaws:

“Board of Directors” includes each person who is authorized to perform the functions of the Board of Directors under a Shareholders’ agreement as authorized by Subchapter O, Chapter 21, TBOC.

“Corporation” means the corporation formed as described in Article 2.01 of these Bylaws.

“Governing authority” has the meaning set forth in section 1.002(35)(A) of the TBOC: the Board of Directors of the Corporation or other persons authorized to perform the functions of the Board of Directors of the Corporation. 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) of the TBOC: the Certificate of Formation, the Bylaws and other documents or agreements adopted by the Corporation under the TBOC to govern the internal affairs of the Corporation.

“Governing person” has the meaning set forth in Section 1.002(37) of the 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) of the TBOC: an officer or a governing person.

“Shareholders’ agreement” has the meaning set forth in Section 21.701(4) of the TBOC: a written agreement regulating an aspect of the business and affairs of, or the relationship among the Shareholders of, a close corporation that has been executed under Chapter 21, Subchapter O, TBOC.

“Signature” has the meaning set forth in Section 1.002(82) of the 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.

“Texas For-Profit Corporation Law” means the provisions of Chapters 20 and 21, TBOC and the provisions of Title 1, TBOC to the extent applicable to for-profit corporations, as amended from time to time.

“Writing” or “written” has the meaning set forth in Section 1.002(89) of the 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.

1.02 Interpretation and Severability

These Bylaws are governed by, and shall be construed in accordance with the laws of the State of Texas. If any provision of these Bylaws or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of these Bylaws 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.

1.03 Gender and Number

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

1.04 Articles and Other Headings

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

1.05 Adoption, Amendment, and Repeal of Bylaws

The Shareholders or the Board of Directors, subject to any limits imposed by the Shareholders, may amend or repeal these Bylaws and adopt new Bylaws. All amendments shall be upon advice of counsel as to legal effect, except in emergency. Bylaw changes shall take effect upon adoption unless otherwise specified. Notice of Bylaw changes shall be given in or before notice given of the first Shareholders' meeting following their adoption.

Article Two — Certificate of Formation Provisions

2.01 Certificate of Formation

The Certificate of Formation of _____ was duly filed with the Texas Secretary of State. The Certificate of Formation sets forth the Corporation's name, purpose, duration if not perpetual, registered office and registered agent, and initial Board of Directors, and may set forth other provisions as well. Each provision of the Certificate of Formation shall be observed until amended by Restated Certificate or Certificate of Amendment duly filed with the Secretary of State.

2.02 Par Value and Number of Shares Authorized by Certificate of Formation

The Corporation's Certificate of Formation authorizes _____ shares to be issued. The Officers and transfer agents issuing shares of the Corporation shall ensure that the total number of shares outstanding at any given time does not exceed this number. Such Officers and agents shall advise the Board of Directors at least annually of the authorized shares remaining available to be issued. No shares with par value shall be issued for less than the par value of the shares.

2.03 Registered Agent and Office — Requirement of Filing Changes with Secretary of State

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

The name of the registered agent of the Corporation at such address, as set forth in its Certificate of Formation, is _____.

The registered agent or office may be changed by filing a Statement of Change of Registered Agent, Registered Office or Both with the Secretary of State, and not otherwise. Such filing shall be made before the thirtieth (30th) day after the date of the change, unless an earlier date is required by law. Arrangements for each change in registered agent or office shall ensure that the Corporation 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 Corporation to its attorneys.

2.04 Initial Principal Place of Business

The address of the initial principal place of business of the Corporation is hereby established as:

The Corporation may have additional business offices within the State of Texas, and where it may be duly qualified to do business outside of Texas, as the Board of Directors may designate or the business of the Corporation may require.

Article Three — Corporate Governance

3.01 Management by Board of Directors

Subject to any limitations imposed by law, the Certificate of Formation, any applicable Shareholders' agreement, and these Bylaws, the Directors of the

Corporation shall exercise or authorize the exercise of the powers of the Corporation, and direct the management of the business and affairs of the Corporation.

3.02 Unanimous Written Consent to Action

Any action required to be taken at a regular, special, or other meeting of the Board of Directors or a committee of the Board of Directors may be taken without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or consents stating the action taken. The written consent has the same effect as a unanimous vote at a meeting.

3.03 Authority to Appoint Committees

The Board of Directors may designate committees composed of one or more Directors. To the extent provided by a resolution of the Board of Directors designating a committee, or by the Certificate of Formation or Bylaws, and subject to the limitations listed in Section 21.416(c), TBOC, the committee has the authority of the Board of Directors. The Board of Directors may remove a member of a committee appointed by the Board if the Board determines the removal is in the best interests of the Corporation. The removal of the member is without prejudice to any contract rights of the person removed. Appointment of a member of a committee does not create contract rights. Members of any committee shall receive such compensation as the Board of Directors may from time to time provide. The designation and delegation of authority to a committee does not relieve the Board of Directors, or any Director, of any responsibility imposed by law.

3.04 Right to Rely on Work of Others

In discharging a duty or exercising a power, an Officer or a Director, including a Director who is a member of a committee, may, in good faith and with ordinary care, rely on information, opinions, reports, or statements, including financial statements 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 Director reasonably believes possesses professional expertise in the matter; or
6. A committee of the governing authority of which the Director is not a member.

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

3.05 Contracts or Transactions Involving Interested Directors and Officers

An otherwise valid contract or other transaction between the Corporation and one or more of its Directors or Officers (or any entity or other organization in which any of its Directors or Officers is a managerial official or has a financial interest) is valid notwithstanding that a Director or Officer of the Corporation is present at or participates in the meeting that authorizes the contract or transaction if:

1. The contract or transaction is fair to the Company at the time it is authorized, approved, or ratified by the Board of Directors, a committee thereof, or the Shareholders; or
2. The material facts as to the relationship or interest and as to the contract or transaction are disclosed to or known by:
 - a. The Board of Directors or a committee thereof, and they in good faith authorize the contract or transaction by the affirmative vote of the majority of the disinterested Directors or committee members present regardless of whether the disinterested persons constitute a quorum; or
 - b. The Shareholders entitled to vote on the authorization of the contract or transaction, and the contract or transaction is specifically approved in good faith by a vote of the Shareholders.

Interested Directors may be included in determining the presence of a quorum at a meeting of the Board of Directors, or a committee thereof, that authorizes the contract or transaction.

3.06 No Authority Absent Specific Authorization

These Bylaws provide certain authority for the execution of instruments. The Board of Directors, except as otherwise provided in these Bylaws, may additionally authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless expressly authorized by these Bylaws or the Board of Directors, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, nor to pledge its credit, nor to render it pecuniarily liable for any purpose or in any amount.

3.07 Execution of Certain Instruments

Formal contracts of the Corporation, promissory notes, deeds, deeds of trust, mortgages, pledges, and other evidences of indebtedness of the Corporation, other corporate documents, and certificates of ownership of liquid assets held by the Corporation shall be signed or endorsed by the President or any Vice President and by

the Secretary or the Treasurer, unless otherwise specifically determined by the Board of Directors or otherwise required by law.

3.08 Indemnification

3.08(a) Definitions Used in this Article

“Delegate” has the meaning set forth in Section 8.001(1) of the TBOC: a person who, while serving as a governing person of an enterprise, is or was serving as a representative of the enterprise at the request of that enterprise at another enterprise or another organization or to an employee benefit plan. A person is a delegate to an employee benefit plan if the performance of the person’s official duties to the enterprise also imposes duties on or otherwise involves service by the person to the plan or participants in or beneficiaries of the plan.

“Enterprise” has the meaning set forth in Section 8.001(2) of the TBOC: a domestic entity or an organization subject to Chapter 8, TBOC, including a predecessor domestic entity or organization.

“Proceeding” has the meaning set forth in Section 8.001(8) of the TBOC: a threatened, pending, or completed action or other proceeding, whether civil, criminal, administrative, arbitrative, or investigative, or an appeal of such an action or proceeding, and an inquiry or investigation that could lead to such an action or proceeding.

3.08 (b) Mandatory Indemnification of Directors

The Corporation shall indemnify a Director, former Director, or delegate against reasonable expenses actually incurred by the person in connection with a proceeding in which the person is a respondent because the person is or was a Director or delegate, if the person is wholly successful, on the merits or otherwise, in the defense of the proceeding.

3.08(c) Permissive Indemnification of Directors

Subject to any limitations in the Certificate of Formation, the Corporation may indemnify a Director, former Director, or delegate who was, is, or is threatened to be made a respondent in a proceeding to the extent permitted by Section 8.102, TBOC, if the determinations required in Section 8.101, TBOC, are made in the manner required by Section 8.103, TBOC.

3.08(d) Indemnification and Advancement of Expenses to Other Persons

Subject to any limitations in the Certificate of Formation, the Corporation may indemnify and advance expenses to a person who is not a Director, including an Officer, employee, or agent as provided by the governing documents, action of the governing authority, resolution of the shareholders, contract, or common law. The Corporation shall indemnify an Officer to the

same extent that indemnification is required under Chapter 8, TBOC, for a governing person.

3.08(e) Insurance and Other Arrangements

The Corporation may purchase or procure or establish and maintain insurance or another arrangement to indemnify or hold harmless an existing or former Director, delegate, Officer, employee, or agent of the Corporation against any liability asserted against that person and incurred by the person in that capacity or arising out of the person's status in that capacity, without regard to whether the Corporation otherwise would have had the power to indemnify the person against that liability under Chapter 8, TBOC.

Insurance, or another arrangement that involves self-insurance, or an agreement to indemnify made with the Corporation or a person that is not regularly engaged in the business of providing insurance coverage, may provide for payment of a liability with respect to which the Corporation does not otherwise have the power to provide indemnification only if the insurance or arrangement is approved by the Shareholders.

The decision of the Board of Directors as to the terms of the insurance or other arrangement and the selection of the insurer or other person participating in an arrangement is conclusive.

Article Four — Notice, Location, and Form of Meetings

4.01 Notice of Meetings

If notice is required for a meeting, the Secretary shall deliver written notice to each Director, Shareholder or committee member, as appropriate, at least ten (10) but not more than sixty (60) days before the date of the meeting. Notice shall be given at the direction of the President, Secretary, or other person calling the meeting. Such notice shall state the date, time, and location of the meeting and, in the case of a special meeting of the Shareholders, the business to be transacted at the meeting or the purpose of the meeting. Notice of a Board of Directors meeting need not specify the business to be transacted at the meeting or the purpose of the meeting. Generally, a tentative agenda will be included, but the meeting shall not be confined to any agenda included with the notice.

If a meeting of the Shareholders will be held by means of remote communications, the notice of the meeting must include information on how to access the Shareholder meeting list. If the meeting is for consideration of a fundamental business transaction that must be submitted to the Shareholders, the procedures of Chapter 21, Subchapter J, TBOC shall be followed to the extent they conflict with the procedures provided herein.

4.02 Notice by Postal Mail, Delivery, or Electronic Transmission

Notice may be given to any recipient personally or by postal mail. On consent of a person, notice of a meeting may be provided by electronic transmission. The person may specify the form of electronic transmission to be used to communicate notice including, but not limited to, transmission by facsimile, electronic mail, or other means. Notice shall be addressed to each recipient at such address as appears in the Corporation's records, or at such address or number as the recipient has given to the Corporation for the purpose of notice.

A person may revoke the person's consent to receive notice by electronic transmission by providing written notice to the Corporation. The person's consent is considered revoked if the Corporation is unable to deliver by electronic transmission two consecutive notices, and the Secretary, Assistant Secretary, or transfer agent of the Corporation, or another person responsible for delivering notice on behalf of the Corporation, knows that delivery of those two electronic transmissions was unsuccessful. Inadvertent failure to treat the unsuccessful transmissions as a revocation of the Shareholder's consent does not affect the validity of a meeting or other action.

4.03 Notice Considered Provided

Notice is considered provided to a person on the date notice is: 1) 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 Corporation's records; 2) successfully transmitted to a facsimile number provided by the person for the purpose of receiving notice; 3) successfully transmitted to an electronic mail address provided by the person for the purpose of receiving notice; 4) posted on an electronic network and a message is sent to the person at the address provided by the person for the purpose of alerting the person of a posting; or 5) 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.

4.04 Waiver of Notice

Notice of a meeting is not required to be given to a Shareholder, Director, or committee member entitled to notice if the person signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting.

If a person entitled to notice of a meeting participates in or attends the meeting, such action constitutes a waiver of notice of 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.

4.05 Location of Meetings

Meetings of the Board of Directors, or a committee thereof, shall be held at the principal office of the Corporation, or at such other location in or outside the State of Texas as may be provided by or fixed in accordance with the Board of Directors or the person calling the meeting, or as agreed to by all persons entitled to notice of the meeting.

Shareholders' meetings shall be held at the principal office of the Corporation, or at such other location in or outside the State of Texas as may be designated by the Board of Directors, or agreed to by all Shareholders entitled to notice of the meeting.

The location of a meeting shall be stated in the notice of the meeting or in a duly executed waiver thereof. The location of a meeting means either the physical location of the meeting, or in the case of an alternative form of meeting described in Bylaw 4.06, the form of communications system to be used for the meeting and the means of accessing that communications system.

4.06 Alternative Forms of Meetings

Subject to the notice provisions required by these Bylaws and by the Texas For-Profit Corporation Law, the Shareholders, or Board of Directors of the entity, or a committee of the Shareholders or Board of Directors, 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 as authorized by Section 6.002, TBOC.

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

Article Five — Board of Directors and Board Meetings

5.01 Number of Directors

The number of Directors the Corporation shall have is the number set by or in the manner provided by the Certificate of Formation or a Shareholder's Agreement. No Director need be a resident of Texas or a Shareholder. The number of Directors may be increased or decreased from time to time by amendment to these Bylaws or the Certificate of Formation. A decrease in the number of Directors shall not shorten the term of an incumbent Director.

5.02 Election of Directors

At the first annual meeting of Shareholders and at each subsequent annual meeting of the Shareholders, the holders of shares entitled to vote in the election of Directors shall elect Directors. Subject to the Certificate of Formation, elections may also be held at any special meeting of Shareholders called specifically for that purpose. Directors shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of Directors at a meeting of Shareholders at which a quorum is present.

5.03 Cumulative Voting in Election of Directors

If expressly authorized by the Certificate of Formation, and subject to any limitations therein, at each election of Directors, each Shareholder entitled to vote at the election is entitled to cumulate votes by giving one candidate as many votes as the total of the number of the Directors to be elected multiplied by the Shareholder's shares, or by distributing the votes among one or more candidates on the same principle, in the manner provided by Section 21.361, TBOC. Cumulative voting permitted by the Certificate of Formation is permitted only in an election of Directors in which a Shareholder who intends to cumulate votes has given written notice of that intention to the Secretary of the Corporation on or before the day preceding the date of the election at which the Shareholder intends to cumulate votes. All Shareholders entitled to vote cumulatively may cumulate their votes if a Shareholder gives the required notice.

5.04 Voting by Voice or Ballot in Election of Directors

Elections for Directors need not be by ballot unless a Shareholder demands election by ballot before the voting begins.

5.05 Term of Office of Directors

The term of office of a Director extends from the date the Director is elected and qualified, or named in the Corporation's Certificate of Formation, until the next annual meeting of Shareholders and until the Director's successor is elected and qualified, unless the Certificate of Formation or Bylaws provide for classes of Directors with staggered terms of office.

5.06 Removal of Directors

The entire Board of Directors or any individual Director may be removed from office, with or without cause, at a meeting called for that purpose, by a vote of the holders of a majority of the shares entitled to vote at an election of Directors. However, if the Certificate of Formation permits cumulative voting and less than the entire Board is to be removed, a Director may not be removed if the votes cast against the removal would be sufficient to elect the Director if cumulatively voted at an election of the entire Board of Directors. If any or all Directors are so removed, new

Directors may be elected at the same meeting. Whenever the Certificate of Formation entitles a class or series of shares to elect one or more Directors, only the holders of shares of that class or series may vote on the removal of a Director elected by them.

5.07 Vacancies on the Board of Directors

Vacancies on the Board of Directors shall exist upon the occurrence of any of the following events: a) the death, resignation, or removal of any Director; b) an increase in the authorized number of Directors; or c) the failure of the Shareholders to elect the full authorized number of Directors to be voted for at any annual, regular, or special Shareholders' meeting at which any Director is to be elected; d) a declaration of vacancy under this article.

5.07(a) Declaration of Vacancy

A majority of the Board of Directors may declare vacant the office of a Director if the Director: (1) is adjudged incompetent by a court order; (2) is convicted of a crime involving moral turpitude; or (3) fails to accept the office of Director, either by a letter of acceptance or by attending a meeting of the Board of Directors, within thirty (30) days of notice of election.

5.07(b) Filling Vacancies by Directors

Vacancies other than those caused by an increase in the number of Directors may be filled temporarily by majority vote of the remaining Directors, though less than a quorum, or by a sole remaining Director. Each Director so elected shall hold office until a qualified successor is elected at a Shareholders' meeting.

5.07(c) Filling Vacancies by Shareholders

Any vacancy on the Board of Directors, including those caused by an increase in the number of Directors shall be filled by the Shareholders at the next annual meeting or at a special meeting called for that purpose. Upon the resignation of a Director tendered to take effect at a future time, the Board or the Shareholders may elect a successor to take office when the resignation becomes effective.

5.08 Regular Meetings of the Board of Directors

Regular meetings of the Board of Directors or a committee of the Board of Directors, shall be held, without call or notice, immediately following each annual Shareholders' meeting, and at such other regularly repeating times and locations as the Board of Directors may determine.

5.09 Call of a Special Meeting of the Board of Directors

Special meetings of the Board of Directors for any purpose may be called at any time by the President or, if the President is absent or unable or refuses to act, by any Vice President or any two Directors. Written notices of the special meetings, stating

the time and location of the meeting, shall be mailed ten (10) days before the day appointed for the meeting, or personally delivered or otherwise sent so as to be received by each Director not later than two (2) days before the day appointed.

5.10 Quorum of the Board of Directors

A quorum of the Board of Directors is the majority of the number of Directors set or established in the manner provided by the Certificate of Formation or Bylaws of the Corporation unless the laws of this state, the Certificate of Formation, or the Bylaws require a different number or portion. Except as otherwise specified in the governing documents or the TBOC, the presence throughout any meeting of the Board of Directors, or adjournment thereof, of a quorum shall be necessary to transact any business, except to adjourn.

5.11 Action by Directors

The act of a majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors of the Corporation, unless the act of a greater number is required by the Certificate of Formation, the Bylaws, or the TBOC.

5.12 Adjournment and Notice of Adjourned Meetings

A quorum of the Directors may adjourn any meeting of the Board of Directors to meet again at a stated hour on a stated day. Notice of the time and location where an adjourned meeting will be held need not be given to absent Directors if the time and location is fixed at the adjourned meeting. In the absence of a quorum, a majority of the Directors present may adjourn to a set time and location if notice is duly given to the absent Directors, or until the time of the next regular meeting of the Board of Directors.

5.13 Conduct of Board Meetings

Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if there is such an Officer; and if not, the President; or in the President's absence, a Vice President designated by the President; or in the absence of such designation, a Chairman chosen by a majority of the persons present and entitled to vote. The Secretary of the Corporation shall act as Secretary of the meeting. In the absence of the Secretary or Assistant Secretary, the Chairman shall appoint another person to act as Secretary of the meeting.

Article Six — Shareholders and Shareholders' Meetings

6.01 Unanimous Written Consent to Action by the Shareholders

Any action required or authorized to be taken at an annual or special meeting of the Shareholders may be taken without holding a meeting, providing notice, or taking a vote if each person entitled to vote on the action signs a written consent or

consents stating the action taken. The written consent has the same effect as a unanimous vote at a meeting. Each such signed consent or waiver, or a true copy thereof, shall be placed in the Company Record Book.

6.02 Shareholder Meeting List

Not earlier than the sixtieth (60th) or later than the eleventh (11th) day before the date of each meeting of the Shareholders, the Officer or agent having charge of the Corporation's share transfer records shall prepare an alphabetical list of a) the Shareholders who are entitled to vote at that meeting or any adjournment thereof, b) the address, type and number of shares held by each, and c) the number of votes that each Shareholder is entitled to if the number of votes is different from the number of shares held by the Shareholder. The Shareholder meeting list shall be kept on file at the registered office or principal executive office of the Corporation for at least ten (10) days prior to the meeting.

Instead of being kept on file, the Shareholder meeting list may be kept on a reasonably accessible electronic network if the information required to gain access to the list is provided with notice of the meeting. No electronic contact information of a shareholder on the list need be included. If the list is made available on an electronic network, the Corporation must take reasonable measures to ensure the information is available only to Shareholders of the Corporation.

The original share transfer records shall be *prima facie* evidence as to the Shareholders entitled to examine such list or transfer records or to vote at any meeting of Shareholders. However, failure to prepare and to make the list available in the manner provided above shall not affect the validity of any action taken at the meeting.

6.03 Inspection of Shareholder Meeting List

The Shareholder meeting list shall be subject to inspection by any Director, Officer, or Shareholder during regular business hours and produced and kept open at the time and location of the meeting. The original share transfer records are *prima facie* evidence of which shareholders are entitled to inspect the list.

6.04 Number of Votes Per Share

Except as provided by the Certificate of Formation or the TBOC, each outstanding share, regardless of class, shall be entitled to one (1) vote on each matter submitted to a vote at a Shareholders' meeting. If the Certificate of Formation provides for more or less than one vote per share on a matter for all of the outstanding shares, or for the shares of a class or series, each reference in the TBOC or in the Certificate of Formation or Bylaws, unless expressly stated otherwise, to a specified portion of the shares with respect to that matter refers to the portion of the votes entitled to be cast with respect to those shares under the Certificate of Formation.

6.05 Voting in Person or by Proxy

A Shareholder may vote either in person or by proxy executed in writing by the Shareholder or by his or her duly authorized attorney-in-fact. Any electronic transmission of a proxy must contain or be accompanied by information from which it can be determined that the transmission was authorized by the Shareholder. A proxy is revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. A proxy shall not be valid after eleven (11) months from the date of its execution.

6.06 Quorum of Shareholders

The holders of the majority of the shares entitled to vote at a meeting of the Shareholders that are present or represented by proxy at the meeting are a quorum for the consideration of a matter to be presented at that meeting. The vote of the holders of a majority of the shares entitled to vote on the matter and represented at a meeting at which a quorum is present shall be the act of the Shareholders, unless the vote is required to approve a fundamental action, in which case the provisions of Section 21.364, TBOC shall apply.

6.07 Adjournment for Lack or Loss of Quorum

No business may be transacted in the absence of a quorum, or upon the withdrawal of enough Shareholders to leave less than a quorum, other than to adjourn the meeting until the time and to the location as may be determined by a vote of a majority of the shares present or represented by proxy at the meeting.

6.08 Conduct of Meetings

Meetings of the Shareholders shall be presided over by the President; or, in the President's absence, a Vice President designated by the President; or, in the absence of such designation, any other person chosen by a majority of the Shareholders of the Corporation present in person or by proxy and entitled to vote. The Secretary of the Corporation, or, in the Secretary's absence, an Assistant Secretary, shall act as Secretary of all meetings of the Shareholders. In the absence of the Secretary or Assistant Secretary, the Chairman shall appoint another person to act as Secretary of the meeting.

6.09 Annual Meetings

The time, location, and date of the annual meeting of the Shareholders of the Corporation, for the purpose of electing Directors and for the transaction of any other business as may come before the meeting, shall be set from time to time by a majority vote of the Board of Directors. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election is not held on the day thus designated for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as possible.

6.10 Failure to Hold Annual Meeting

If an annual Shareholders' Meeting is not held, or written consent instead of the annual meeting is not executed, within any thirteen-month (13-month) period, any Shareholder who has previously submitted a written request to the Corporation that an annual meeting be held, may apply to a court of competent jurisdiction in the county in which the principal executive office of the Corporation is located for an order that an annual meeting be held, unless the meeting is not required under Section 21.655, TBOC.

6.11 Special Meetings

A special meeting of the Shareholders may be called by: a) the President, b) the Board of Directors, or c) one or more Shareholders holding in the aggregate at least ten percent (10%) of all of the shares entitled to vote at the proposed special meeting. Such meeting may be called for any purpose. The party calling the meeting may do so only by written request delivered to the person to the President or Secretary. The Officer receiving the written request shall within ten (10) days from the date of its receipt cause notice of the meeting to be sent to all the Shareholders entitled to vote at such a meeting. If the Officer does not give notice of the meeting within ten (10) days after the date of receipt of the written request, the person or persons calling the meeting may fix the time of the meeting and give the notice. The notice shall be sent pursuant to these Bylaws. The notice of a special Shareholders' meeting must state the purpose or purposes of the meeting and, other than procedural matters, the only business that may be conducted at a special meeting is business that is within the purposes described in the notice.

Article Seven — Officers

7.01 Title and Appointment

The Officers of the Corporation shall be a President and a Secretary, as required by law. The Corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, a Treasurer, one or more Assistant Secretaries, and one or more Assistant Treasurers. Any two or more offices, including President and Secretary, may be held by one person. All Officers shall be elected or appointed by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure of all Officers.

7.02 Chairman of the Board

The Chairman, if there shall be such an Officer, shall, if present, preside at the meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned to the Chairman by the Board of Directors or prescribed by these Bylaws.

7.03 President

Subject to such supervisory powers, if any, as may be given to the Chairman, if there is one, by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and Officers of the Corporation. The President shall have the general powers and duties of management usually vested in the office of President of a corporation; shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws; and shall be *ex officio* a member of all standing committees, including the executive committee, if any. In addition, the President shall preside at all meetings of the Shareholders and in the absence of the Chairman, or if there is no Chairman, at all meetings of the Board of Directors.

7.04 Vice President

Any Vice President shall have such powers and perform such duties as from time to time may be prescribed by these Bylaws, by the Board of Directors, or by the President. In the absence or disability of the President, the senior or duly appointed Vice President, if any, shall perform all the duties of the President, pending action by the Board of Directors. When so acting, such Vice President shall have all the powers of, and be subject to all the restrictions on, the President.

7.05 Secretary

The Secretary shall:

1. See that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. In case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to act, notice may be given and served by an Assistant Secretary or by the Chairman, the President, any Vice President, or by the Board of Directors.
2. Be custodian of the Corporation's records and of any seal which the Corporation may from time to time adopt. When the Corporation exercises its right to use a seal, the Secretary shall see that the seal is embossed on all share certificates prior to their issuance and on all documents authorized to be executed under seal in accordance with the provisions of these Bylaws.
3. Keep the minutes of corporate meetings, and the Company Record Book, as set out in Bylaw 9.01 hereof.
4. Maintain, in the Company Record Book, a record of all share certificates issued or cancelled and all shares of the Corporation cancelled or transferred.

5. Send a notice incorporating a current copy of the Corporation's Certificate of Formation and Bylaws to every assignee of any shares within fifteen (15) days of receiving notice of the assignment.
6. Act as the transfer agent for issuance and transfer of shares in accordance with these Bylaws.
7. Perform all duties incident to the office of Secretary, and such other duties as from time to time may be required by law, by Article Eight of these Bylaws, by these Bylaws generally, by the Board of Directors, or by the President.

7.06 Treasurer

The Treasurer shall:

1. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all funds in the name of the Corporation in those banks, trust companies, or other depositories that shall be selected by the Board of Directors.
2. Receive and give receipt for monies due and payable to the Corporation.
3. Disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for those disbursements.
4. If required by the Board of Directors or the President, give to the Corporation a bond to assure the faithful performance of the duties of the Treasurer's office and the restoration to the Corporation of all corporate books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or control, in case of the Treasurer's death, resignation, retirement, or removal from office. Any such bond shall be in a sum satisfactory to the Board of Directors, with one or more sureties or a surety company satisfactory to the Board of Directors.
5. Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by Bylaws 9.04 and 9.05, by these Bylaws generally, by the Board of Directors, or by the President.

7.07 Assistant Secretary and Assistant Treasurer

The Assistant Secretary or Assistant Treasurer shall have such powers and perform such duties as the Secretary or Treasurer, respectively, or as the Board of Directors or President may prescribe. In case of the absence of the Secretary or Treasurer, the senior Assistant Secretary or Assistant Treasurer, respectively, may perform all of the functions of the Secretary or Treasurer.

7.08 Removal and Resignation

Any Officer may be removed, either with or without cause, by vote of a majority of the Directors at any regular or special meeting of the Board, or, except in case of an Officer chosen by the Board of Directors, by any committee or Officer upon whom that power of removal may be conferred by the Board of Directors. 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 Board of Directors, the President, or the Secretary of the Corporation. Any resignation shall take effect on the date of the receipt of that notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of that resignation shall not be necessary to make it effective.

7.09 Vacancies

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

7.10 Compensation

The compensation of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving a salary by reason of the fact that the Officer is also a Shareholder or a Director of the Corporation, or both.

Article Eight — Issuance and Transfer of Shares

8.01 Transfer Agents and Registrars

The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars, at such times and places as the requirements of the Corporation may necessitate and the Board of Directors may designate. Each registrar appointed, if any, shall be an incorporated bank or trust company, either domestic or foreign.

8.02 Classes and Series of Shares

Any time the Corporation has on file with the IRS an active election of Subchapter S status, the Corporation shall issue only one class and one series of shares. At other times, the Corporation's Certificate of Formation may divide the Corporation's authorized shares into one or more classes and may divide one or more classes into one or more series. Shares of the same class must be identical in all respects unless the shares have been divided into one or more series. The shares may vary between series, but all shares of the same series will be identical in all respects. Each class or series of authorized shares of the Corporation must have the designations, preferences, limitations, and relative rights – including full, limited, or

no voting rights – stated in the Certificate of Formation. There shall always be a class or series of shares outstanding that has complete voting rights except as limited or restricted by voting rights conferred on some other class or series of outstanding shares.

If expressly authorized by, and subject to, the Certificate of Formation, the Board of Directors may establish series of unissued shares of any class, as set forth in Section 21.155, TBOC.

8.03 Statutory Preemptive Rights Subject to the Certificate of Formation

Except to the extent provided by the Certificate of Formation, a Shareholder of the Corporation shall not have a statutory preemptive right to acquire proportional amounts of the Corporation's unissued or treasury shares on the decision of the Board of Directors to issue the shares, as set forth in Section 21.204, TBOC.

8.04 Certificates as Evidence of Share Ownership

Each Shareholder's ownership interest in the Corporation shall be evidenced by one or more share certificates issued by the Corporation. Each certificate shall be consecutively numbered. The front of the certificate shall state that the Corporation is organized under the laws of the state of Texas, the name of the Corporation, the number of shares represented by the certificate and their class and series, if any, the par value of the shares or a statement that the shares are without par value, 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 sale and transfer restrictions.

The back of the certificate shall contain the following notice:

NOTICE: These shares have not been registered under the Securities Act of 1933 or under any securities law, and therefore cannot be offered, sold, resold, or transferred unless and until registered under all applicable securities laws, or unless an exemption from registration is available. Shares are transferable on the books of the Corporation only. Transferability and sale may be further restricted by the Bylaws, a shareholders' agreement, the Certificate of Formation, or relevant law.

8.05 Additional Notices Required on Certificates

The Corporation may impose additional reasonable restrictions on transferability or sale of shares that meet the requirements of Section 21.211, TBOC, if the Corporation 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 boldface 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 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 Corporation has more than one class or series of shares, the back of the certificate must also contain a) the designations, preferences, limitations, and relative rights of the shares of each class or series 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 Corporation'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.

8.06 Signing Certificates — Facsimile Signatures

All share certificates shall be signed by the person(s) designated by the Board of Directors. The signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, either of whom is not the Corporation itself or an employee of the Corporation. A share certificate that contains the manual or facsimile signature of a person who is no longer a managerial official of the Corporation when the certificate is issued may be issued by the Corporation in the same manner and with the same effect as if the person had remained a managerial official.

8.07 Mandatory Prerequisites Before Sale or Transfer of Shares

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

1. There is on file in the Corporate records a written attorney's opinion, satisfactory to the Corporation, which states that currently effective registration statements exist under the Securities Act of 1933 and all applicable state acts; or
2. This transaction differs in no detail from the proposed transaction described in an attached written attorney's opinion, satisfactory to the Corporation, 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 the shares or transaction fall within an exemption from registration; or
3. There is on file in the Corporate records a unanimous resolution of the Board of Directors 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 this transaction because the transaction will fall under a securities exemption.

8.08 Sale or Transfer of Shares

The Secretary shall ensure that the requirements of Bylaw 8.07 have been met before the sale or transfer of any shares. Sale and transfer of shares of the Corporation shall be valid only in the share transfer records of the Corporation subject to the requirements of Bylaw 8.07. Transfer shall be only at the request of the holder of record of such shares, 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 Corporation, and upon surrender for cancellation of any certificates for such shares. Shares may be assigned in whole or in part. The person registered as the owner of a share in the share transfer records of the Corporation at a particular time shall be deemed to be the owner of that share at that time for purposes of voting the share; receiving distributions on the share; transferring the share; receiving notice, exercising rights of dissent, exercising or waiving a preemptive right, or giving proxies with respect to that share; entering into agreements with respect to that share; or any other shareholder action. Whenever any assignment of shares may be made for collateral security, written notice thereof shall be given to the Secretary of the Corporation, or the appropriate Director, and the fact that such shares are held for collateral security and not absolutely shall be stated on all certificates and records related to the assignment.

8.09 Restrictions on Sale and Transfer of Shares

No shares of the Corporation and no certificates representing such shares shall be sold or transferred, nor shall any purported sale or transfer of shares be valid:

1. Without a current resolution of the Directors approving the transfer; or
2. In violation of any law, including state and federal securities law; or
3. In violation of any restriction on such transfer set forth in Bylaw 8.07, any other provision of these Bylaws, or the Certificate of Formation; or
4. In violation of any restriction contained in any buy-sell agreement, right of first refusal, or other such agreement entered into by the holders of such shares and duly filed in the records of the Corporation; or
5. Without following the detailed issue and transfer procedures set out in the Company Record Book Section Five: Share and Share Transfer, or other procedures provided by the Corporation's legal counsel.

8.10 Consideration for Shares

Shares may be issued for such consideration as may be fixed from time to time by the Board of Directors, unless the Certificate of Formation reserves that right to the Shareholders, but not for less than the par value stated in the Certificate of Formation.

Shares with or without par value may be issued for the following types of consideration: a) a tangible or intangible benefit to the Corporation, b) cash, c) a promissory note, d) services performed or a contract for services to be performed, e) a security of the Corporation or any other organization, and f) any other property of any kind or nature. Neither shares nor certificates representing shares may be issued by the Corporation until the full consideration has been paid or delivered as required in connection with the authorization of the shares. If the shares are to be received in exchange for agreements to contribute cash, property, or services in the future, consideration may be considered paid upon delivery of a signed written agreement specifying what future contribution is to be made and when it is due.

When the consideration has been so paid or delivered to the Corporation, the shares are considered to be issued, the subscriber or other person entitled to receive the shares is a Shareholder with respect to the shares, the certificate representing the shares shall be issued to the Shareholder, and the shares are considered fully paid and non-assessable.

8.11 Issuance of New Certificates

Upon satisfaction of all prerequisites for issuance or transfer of shares, a new certificate shall be issued. If the Shareholder received his shares 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 Corporation. If the seller transferred only part of the shares on a certificate, a new certificate shall be issued back to the seller for the shares retained. No new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except in the case of a lost, destroyed, or mutilated original certificate.

8.12 Reasonable Doubts as to Right to Transfer

When a transfer of shares is requested and there is reasonable doubt as to the right of the person seeking the transfer, the Corporation or its transfer agent, before recording the transfer of the shares on its books or issuing any certificate therefor, may require from the person seeking the transfer reasonable proof of that person's right to the transfer. If there remains a reasonable doubt of the right to the transfer, the Corporation may refuse a transfer unless the person gives adequate security or a bond of indemnity executed by a corporate surety or by two individual sureties satisfactory to the Corporation as to form, amount, and responsibility of sureties. The bond shall be conditioned to protect the Corporation, its Directors, Officers, transfer agents, and registrars, or any of them, against any loss, damage, expense, or other liability for the transfer or the issuance of a new certificate for shares.

8.13 Replacement of Lost, Destroyed, or Mutilated Certificates

No replacement share certificate shall be issued until the former certificate for the shares represented thereby shall have been surrendered and cancelled, except that replacements for lost or destroyed certificates may be issued, upon such terms, conditions, and guarantees as the Board of Directors may see fit to impose, including the filing of sufficient indemnity.

8.14 Community Property Interest of Non-Shareholder Spouse

Each spouse of a Shareholder who is not a Shareholder in his or her own right, may have an interest in the Corporation standing in the name of his or her spouse who is a Shareholder, by reason of the applicable state community property laws. Without determining either the existence or extent of any community property or other interest, it is the specific intent of the Shareholders and this Corporation that each Shareholder's shares are held in the sole name of the Shareholder, are deemed to be that Shareholder's sole property, and are under the sole management and control of that Shareholder. Management and control over the shares includes the exclusive right to vote or to sell such shares. This provision is not intended to, and shall not affect the existence or extent of any community property or other interest that a non-shareholder spouse may have in such shares.

8.15 All Other Forms of Joint Ownership of Shares

The Corporation may authorize the issue or transfer of shares 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 ownership and voting rights.

Article Nine — Corporate Records and Administration

9.01 Minutes of Corporate Meetings

The Corporation shall keep at the principal office, or such other place as the Directors may order, a book recording the minutes of all meetings of its Directors, Shareholders and committees of the Shareholders, with the time and location of each meeting, whether such meeting was regular or special, a copy of the notice given of such meeting, or of the written waiver thereof, and, if it is a special meeting, how the meeting was authorized.

The record book shall further show the number of shares present or represented at Shareholders' meetings, the names of those present, and the proceedings of all meetings.

9.02 Share Transfer Ledger

The Corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of:

1. The original issuance of shares issued by the Corporation;

2. Each transfer of those shares that have been presented to the Corporation for registration of transfer;
3. The names and addresses of all past Shareholders of the Corporation;
4. The number and class or series of shares issued by the Corporation held by each current and past Shareholder; and
5. The number and date of issuance of each certificate issued for such shares, and the number and date of cancellation of every certificate surrendered for cancellation. The records may be in written paper form or another form capable of being converted into written paper form within a reasonable time. If the Corporation is taxed under Internal Revenue Code Section 1244 or Subchapter S, the Officer issuing shares shall maintain the appropriate requirements regarding issuance.

9.03 Corporate Seal

The Board of Directors may at any time adopt, prescribe the use of, or discontinue the use of, such corporate seal as it deems desirable, and the Secretary shall cause such seal to be affixed to such certificates and documents as the Board of Directors may direct.

9.04 Books of Account

The Corporation shall maintain correct and adequate accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and shares. The corporate bookkeeping procedures shall conform to accepted accounting practices for the Corporation's business or businesses. Subject to the foregoing, the chart of financial accounts shall be taken from, and designed to facilitate preparation of, current corporate tax returns. Any surplus, including earned surplus, paid-in surplus, and surplus arising from a reduction of stated capital, shall be classed by source and shown in a separate account. If the Corporation is taxed under Internal Revenue Code Section 1244 or Subchapter S, the Officers and agents maintaining the books of account shall maintain the appropriate requirements.

9.05 Inspection of Corporate Records

On written demand stating a proper purpose, a Director or a holder of shares of the Corporation for at least six (6) months immediately preceding the holder's demand, or a holder of at least five (5) percent of all of the outstanding shares of the Corporation, is entitled to examine and copy, at a reasonable time, the Corporation's relevant books, records of account, minutes, and share transfer records. The examination may be conducted in person or through an agent, accountant, or attorney. A person demanding to examine the Corporation's books or records may be required to first sign an affidavit that the demanding party will not directly or

indirectly participate in reselling the information and will keep it confidential other than in use for proper purposes reasonably related to the person's role. A Director who insists on examining the records while refusing to sign this affidavit thereby resigns as a Director.

9.06 Fiscal Year

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

Article Ten — Adoption of Bylaws

The foregoing Bylaws were adopted by the Board of Directors on the _____ day of _____, _____.

_____ Director	_____ Director
_____ Director	_____ Director
_____ Director	_____ Director

Attested to, and certified by:

Secretary

Corporate Seal

APPENDICES TO THE CORPORATE BYLAWS

**STATEMENT OF CHANGE IN REGISTERED OFFICE, OR
OF REGISTERED AGENT, OR BOTH,
BY A TEXAS FOR-PROFIT CORPORATION**

The name of the Corporation as stated in the Certificate of Formation is _____.

The Corporation's filing number is _____.

The address, including street and number, of its present registered office as shown in the records of the Secretary of State of the State of Texas before filing this statement is as follows:

The address, including street address, city, state and zip code, to which its registered office is to be changed is no change as follows:

The name of its present registered agent, as shown in the records of the Secretary of State of the State of Texas, before filing this statement is:

_____.

The name of its new registered agent is no change as follows:

_____.

The address of the Corporation's registered office, and the address of the business office of its registered agent, as changed, will continue to be identical to the addresses listed above until notice of change is given, as is required by law.

Such change was authorized by the Corporation in the manner required by the Texas Business Organizations Code.

Dated the _____ day of _____, _____.

Name and Corporate Office

October 22, 2021

Via CMRRR # 7021 0350 0000 4642 0071
and Via Regular Mail

Suphanee Elzubeir
1820 Emery St
Denton, TX 76201

RE: Thai Ocha Restaurant and Management

Ms. Elzubeir:

As you know, I represent Wijittra Rogers regarding the matter referenced above. This letter is a demand to resign from your position as director immediately because you have breached and continue to breach your fiduciary duty and demand termination of the business.

As you may know, you hold a fiduciary duty of obedience, loyalty, and due care as a director. During the September 21 directors' meeting, it was decided by both shareholders and directors that a general manager should be hired. You provided notice that you would no longer be managing the restaurant as of the end of September. You have taken unilateral actions in hiring, attempting to negotiate a lease, and leaving a void of management, yet you have retained your role as a director. Public records show that you usurped a corporate opportunity by starting another business with your husband and have become a director of ALLCONTENT Corporation d/b/a Simply Yum that also operates as a restaurant serving Thai food. You have neither informed Homsin Investments of this business and your involvement, nor did you present this business opportunity, which is in direct violation of your duties.

Furthermore, you did not make sufficient preparations to keep the restaurant running well prior to your departure. You also hired your husband, a family member, to work in Thai Ocha without consent from other directors. While you did hire "Nick" to manage the restaurant, he was not properly trained to take over the day-to-day management; you acknowledged that he would need to be trained at the shareholder and directors' meeting. Wijittra Rogers and Naritsara Sirikul, on Wijittra's behalf, have been forced to take over, but the abrupt change in management has caused a great loss to the daily income of the business. Neither has taken any income from their additional work, but if forced to file suit, all losses to Homsin Investments, Inc. will be pursued.

JEFF SPRINGER
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Board Certified in Civil Trial Law

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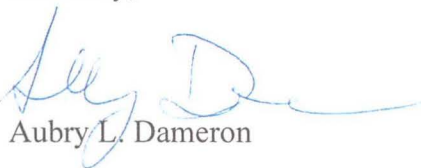
Your involvement in ALLCONTENT Corporation has corrupted your business judgment and you are no longer fit to act as director. You shall not use corporate assets of Homsin Investments, including but not limited to pictures, recipes, vendors, or other contacts obtained during your position with Homsin Investments for other business ventures.

Due to the abrupt abdication of your position, you are no longer entitled to a salary since you are not working at the restaurant or managing its affairs. Please cease and desist any actions on behalf of Homsin Investments, Inc., because of your conflicting business interests. Naritsara Sirikul will serve as your replacement for one month at the same \$4,000 per month salary you were receiving in order to properly train Nick as a general manager and fill in your abdicated position. These actions are for the protection of the company. Do not take any other actions as a director of Homsin Investments, Inc.

Because you have usurped business opportunities of Homsin Investments, this business relationship needs to be terminated. If you do not want to resign your duties as director, please present a buy/sell number where you are willing to either buy or sell, or alternatively sign an agreement of your willingness to participate in my client's buy/sell proposal.

If you do not resign your responsibilities as director within three days of this letter or agree to a buy-sell agreement, my client is prepared to file suit against you for damaging the company by breaching your fiduciary duty. You will be personally liable for damages to the business due to your actions, including lost profits due to abdication of your responsibilities as director. If we do not hear from you within three days, we will proceed with all remedies available under the law.

Sincerely,



Aubry L. Dameron

AD/to

Exhibit C



MINUTES OF SHAREHOLDERS' MEETING

MINUTES OF A MEETING OF SHAREHOLDERS (the "Shareholders") of Homsin Investment Inc. (the "Corporation") held via phone call on the 24th day of September, 2021.

The following Shareholders were present, constituting all Shareholders of the Corporation: Suphanee Elzubeir and Wijitra Rogers.

All the Shareholders of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

UPON A MOTION DULY MADE, seconded and unanimously carried, Suphanee Elzubeir acted as Chairperson of the meeting and Suphanee Elzubeir as Secretary of the meeting.

The Chairperson presented to the meeting and the following resolutions were offered, seconded and unanimously adopted.

BACKGROUND:

1. The Corporation is a corporation organized and operating in accordance with the laws of the State of Texas.
2. Wijitra expressed concerns over Tracy's aggressive behavior and Suphanee agreed to terminate her employment.
3. Suphanee explained that she can no longer work in the kitchen due to her knee issues, which is why she's hiring a Kitchen Manager to replace her kitchen function. Wijitra said that she will also be bringing in her team to provide further support. Suphanee stated that she will continue to monitor and guide her staff.
4. Wijitra rejected the offer to employ Naritsara Sirikul, her daughter, because she felt that expecting a daily sales of \$4000+/day is too much. Instead, she bought a nearby restaurant where her daughter will work.
5. Suphanee said that the salary package of \$4000/mo. Would include them shopping for supplies in addition to the daily operation. Wijitra said that she does not trust others with money and would rather have her daughter, Naritsara Sirikul do it for both Thai Ocha and her newly acquired nearby restaurant. Suphanee did not agree and recommended good record keeping with receipts instead.
6. Wijitra said that she has someone who can come in to do 2-3 hours to cut meat, but did not say who. Suphanee expressed concern that it is difficult to have someone only work such hours.
7. Suphanee said that she will need to take at least 3 weeks of rest, since working 15 hours for over 21 days straight on her feet has taken a toll on her health.
8. The Shareholders desire to make certain resolutions.



IT WAS RESOLVED THAT:

1. The Corporation is to terminate Tracy's employment.
2. Supanee Elzubeir is to step back from physical labor work and recuperate, with Nick replacing Supanee's kitchen functions at \$4000/month salary.
3. Dividends are to be paid on the 7th of every month, which is any amount over \$20,000/- in the Corporation's checking account.

DATED in the laws of the State of Texas, this 24th day of September, 2021.


Supanee Elzubeir (Chairperson)

Exhibit D



MINUTES OF SHAREHOLDERS' MEETING

MINUTES OF A MEETING OF SHAREHOLDERS (the "Shareholders") of Homsin Investment Inc. (the "Corporation") held at 1509 Malone St on the 1st day of October, 2021.

The following Shareholders were present, constituting all Shareholders of the Corporation: Suphanee Elzubeir and Wijitra Rogers.

All the Shareholders of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.

UPON A MOTION DULY MADE, seconded and unanimously carried, Suphanee Elzubeir acted as Chairperson of the meeting and Suphanee Elzubeir as Secretary of the meeting.

The Chairperson presented to the meeting and the following resolutions were offered, seconded and unanimously adopted.

BACKGROUND:

1. The Corporation is a corporation organized and operating in accordance with the laws of the State of Texas.
2. Suphanee informed Wijitra that Oct 3rd will be her last day in the kitchen, but will continue to handle the payroll, monthly sales tax, filing tax returns and other administrative tasks.
3. Wijitra regretted not knowing of Suphanee's plans of stepping back from the kitchen work, as she would not have purchased the nearby restaurant, Khao San.
4. Suphanee informed Wijitra that Niti "Nick" Diotragool is trained to manage day to day operations of the kitchen, staff scheduling, and buying supplies. Suphanee confirmed that he has been introduced to and met with the supplier in Carrollton.
5. Wijitra proposed paying owners a monthly salary of \$5000, but Suphanee preferred to bring things back to how they were from the beginning, with \$1500 per 2 week as partner salary. Wijitra expressed that she prefers to keep the cash in the bank and not withdraw it. Suphanee rejected this as she wants to invest the dividend and not let it sit in the bank.
6. Suphanee asked Wijitra to submit any hours she ends up working so everyone is being fairly compensated, but our kitchen staff is in good shape and should not be necessary to pitch in.
7. Wijitra Rogers said that as a result of the landlord being aware of the partnership dispute in the Corporation, she does not want to renew the lease, which ends March 2022. Suphanee recalled that she signed an extension that would expire by March 2023.



8. Suphanee said that she will continue to look for someone to fill in the dishwasher position, while Wijitra said that Naritsara, her daughter, will help until she has to leave to run Khao San.
9. Suphanee explained that the restaurant needed 5 people to replace her, Caesar and Naritsara's roles, because the hours worked would mean any new hire would need to be paid overtime. Suphanee said that while it looks like a lot of people, in terms of person-hours, they are the same.
10. Wijitra proposed bringing 2 staffers from her new restaurant, Khao San, to work at Thai Ocha and take her new team including her daughter to Khao San. Suphanee rejected mixing and swapping staff between the restaurants.
11. Wijitra proposed keeping Thai Ocha supplies at Khao San because they have large walk-in coolers. Suphanee did not accept this.
12. Suphanee expressed her disappointment that she was working 15 hours on her feet for 3 weeks straight, and Wijitra did not once offer to help or pitch in. Suphanee said was putting in even more hours to avoid paying OT for new staff.
13. The Shareholders desire to make certain resolutions.

IT WAS RESOLVED THAT:

1. The Corporation will pay both partners \$1500 every 2 weeks as partner salary, starting Oct 25 payroll.

DATED in the laws of the State of Texas, this 1st day of October, 2021.


Suphanee Elzubeir (Chairperson)



Hayes | Berry | White | Vanzant
TEXAS FIRM

512 W. Hickory Street, Suite 100 · Denton, Texas 76201 | Tel: (940)387-3518 · Fax: (866)638-8846 · Direct: (940)293-2862 | wscazzero@hbvwlaw.com

November 19, 2021

Via Regular Mail

Via CMRRR:70201810000184562966

Wijittra Rogers
1705 Emery St.
Denton, Texas 76201

Via Regular Mail

Via CMRRR: 70201810000184562959

Via Email: aubry@springer-lyle.com

Aubry Dameron
1807 Westminster
Denton, TX 76205

Re: *Notice of Meeting and Meeting Agenda of the Board of Directors of Homsin Investment, Inc.*

Ms. Rogers,

Pursuant to Section 4.01, and 4.05 of the Bylaws of Homsin Investment, Inc., Suphanee Elzubeir, president, hereby gives notice of a meeting of the board, to be held at Hayes, Berry, White & Vanzant, LLP, at 512, West Hickory Street, Suite 100, Denton, Texas 76201, on December 14, 2021, at 10:00am.

At said meeting, the following agenda items shall be presented for a vote:

- **Change Corporate Address to**
 - o 1509 Malone, Denton TX, 76201
- **Change Registered Agent to**
 - o Suphanee Elzubeir, 2101 Cedar Springs Rd, Suite 1050E, Dallas, Texas 75201
- **Distributions and Taxes**
 - o The Corporation shall heretofore require and arrange for all taxes, dividends, and distributions to match, and be paid in accordance with the proportionate ownership of shares (60/40) by shareholders. All dividends and distributions shall be paid exclusively by the President, and accounted for and reported immediately upon their making.



- **General Manager**
 - The President, Suphanee Elzubeir, is hereby authorized and directed to seek out and arrange for General Management of the day-to-day operations business by whatever means, and combination of hiring employees to perform such obligations and/or performing them herself.

- **Petty cash limit \$5000**
 - All cash withdrawals from company accounts, and all cash withdrawals from cash on hand, shall be reported, and accounted for on a weekly basis; in no event shall total cash withdrawals of the kind described above exceed \$5,000.00 in any period prior to such accounting and reporting being made as described herein.

- **Audit**
 - The President, Suphanee Elzubeir, is hereby authorized and directed to arrange for and conduct an external audit of all cash transactions of the corporation from 2018 to present.

Pursuant to Section 3.02 of the Bylaws, you have the right to consent to the foregoing actions by executing the attached written consent. If you so choose, please return the same to my office.

Very truly yours,

Hayes | Berry | White | Vanzant



William V. Scazzero

WVS/ad
xc: client
enc:

SECTION 3.02 WRITTEN CONSENT

I, Wijittra Rogers, pursuant to Section 3.02 of the Bylaws of Homsin Investment, Inc., have read, and do hereby consent to the following actions of the board of directors, and consent to the taking of such actions without holding a meeting, providing notice, or taking a vote thereupon:

- **Change Corporate Address to**
 - o 1509 Malone, Denton TX, 76201

- **Change Registered Agent to**
 - o Suphanee Elzubeir, 2101 Cedar Springs Rd, Suite 1050E, Dallas, Texas 75201

- **Distributions and Taxes**
 - o The Corporation shall heretofore require and arrange for all taxes, dividends, and distributions to match, and be paid in accordance with the proportionate ownership of shares (60/40) by shareholders. All dividends and distributions shall be paid exclusively by the President, and accounted for and reported immediately upon their making.

- **General Manager**
 - o The President, Suphanee Elzubeir, is hereby authorized and directed to seek out and arrange for General Management of the day-to-day operations business by whatever means, and combination of hiring employees to perform such obligations and/or performing them herself.

- **Petty cash limit \$5000**
 - o All cash withdrawals from company accounts, and all cash withdrawals from cash on hand, shall be reported, and accounted for on a weekly basis; in no event shall total cash withdrawals of the kind described above exceed \$5,000.00 in any period prior to such accounting and reporting being made as described herein.

- **Audit**
 - o The President, Suphanee Elzubeir, is hereby authorized and directed to arrange for and conduct an external audit of all cash transactions of the corporation from 2018 to present.

Signed

Wijittra Rogers

Exhibit F

MINUTES OF THE DECEMBER 14, 2021 SPECIAL MEETING OF THE SHAREHOLDERS OF HOM SIN INVESTMENT, INC. A TEXAS CORPORATION

This Special Meeting of the Shareholders of Homsin Investment, Inc. (hereinafter the "Company") was held at 512 W. Hickory Street, Suite 100, Denton, Texas 76201.

The following Shareholders were present and attended the meeting:

Suphanee Elzubeir

Suphanee Elzubeir was appointed secretary of the meeting, and confirmed that noticed had been given pursuant to the bylaws of the company, and called the meeting to order.

Meeting

A motion was made to Change the Company's Corporate Address to 1509 Malone, Denton TX, 76201.

Upon motion duly made and carried, it was RESOLVED, the President shall take such steps necessary to Change the Company's Corporate Address to 1509 Malone, Denton TX, 76201.

A motion was made to Change the Registered Agent to Suphanee Elzubeir, 2101 Cedar Springs Rd, Suite 1050E, Dallas, Texas 75201

Upon motion duly made and carried, it was RESOLVED, the President shall take such steps necessary to Change the Registered Agent to Suphanee Elzubeir, 2101 Cedar Springs Rd, Suite 1050E, Dallas, Texas 75201

A motion was made that the Company shall heretofore require and arrange for all taxes, dividends, and distributions to match, and be paid in accordance with the proportionate ownership of shares (60/40) by shareholders, and that all dividends and distributions shall be paid exclusively by the President, and accounted for and reported immediately upon their making.

Upon motion duly made and carried, it was RESOLVED, the Company shall heretofore require and arrange for all taxes, dividends, and distributions to match, and be paid in accordance with the proportionate ownership of shares (60/40) by shareholders. All dividends and distributions shall be paid exclusively by the President, and accounted for and reported immediately upon their making.

A motion was made that the President, Suphane Elzubeir be authorized and directed to seek out and arrange for General Management of the day-to-day operations business by whatever means, and combination of hiring employees to perform such obligations and/or performing them herself.

Upon motion duly made and carried, it was RESOLVED, that the President, Suphane Elzubeir, is hereby authorized and directed to seek out and arrange for General Management of the day-to-day operations business by whatever means, and combination of hiring employees to perform such obligations and/or performing them herself.

A motion was made that, hereafter, all cash withdrawals from company accounts, and all cash withdrawals from cash on hand, shall be reported, and accounted for on a weekly basis; in no event shall total cash withdrawals of the kind described above exceed \$5,000.00 in any period prior to such accounting and reporting being made as described herein.

Upon motion duly made and carried, it was RESOLVED, that hereafter, all cash withdrawals from company accounts, and all cash withdrawals from cash on hand, shall be reported, and accounted for on a weekly basis; in no event shall total cash withdrawals of the kind described above exceed \$5,000.00 in any period prior to such accounting and reporting being made as described herein.

A motion was made that the President, Suphane Elzubeir, be authorized and directed to arrange for and conduct an external audit of all cash transactions of the corporation from 2018 to present.

Upon motion duly made and carried, it was RESOLVED, that the President, Suphane Elzubeir, is hereby authorized and directed to arrange for and conduct an external audit of all cash transactions of the corporation from 2018 to present.

ADJOURNMENT

There being no further business before the meeting, on motion duly made and carried, the meeting was adjourned.

Dated: December 14, 2021

Suphane Elzubeir 12/14/21
Suphane Elzubeir Date

21-11171-431

CAUSE NO. _____

WIJITTRA ROGERS AND
HOMSIN INVESTMENTS, INC.

Plaintiffs,

v.

SUPHANEE ELZUBEIR

Defendant.

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

DENTON COUNTY, TEXAS

_____ JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES WIJITTRA ROGERS and HOMSIN INVESTMENTS, INC., Plaintiffs,
and plead the following:

I.
PARTIES

1. Plaintiff WIJITTRA ROGERS is a director and owner of Homsin Investments, Inc. and an individual who resides in Denton County, Texas.
2. Plaintiff HOMSIN INVESTMENTS, INC. is a Texas Corporation with its principal offices in Denton County, Texas.
3. Defendant SUPHANEE ELZUBEIR is a director and owner of Homsin Investments, Inc. and an individual who resides in Denton County, Texas, and who may be served with citation in person at her principal residence at 1820 Emery Street, Denton, TX 76201.

II.
DISCOVERY

4. Plaintiffs request that discovery in this case be governed by a Level 3 Discovery Control Plan. Tex. R. Civ. P. 190.4.

III.
JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction because the amount in controversy is within the jurisdictional limits of the Court.

6. As required by Texas Rule of Civil Procedure 47, this lawsuit seeks monetary relief of not more than \$250,000 and non-monetary relief.

7. Venue is proper in Denton County because all or a substantial part of the events or omissions giving rise to the claim occurred in Denton County, as more specifically described below. Tex. Civ. Prac. & Rem. Code, Sec. 15.002(a)(1).

IV.
FACTUAL BACKGROUND

8. Plaintiff Homsin Investments, Inc. (“Homsin”) is a closely held corporation in the state of Texas, incorporated on January 17, 2018. Suphanee Elzubeir, Defendant, is a director and President; Wijitra Rogers, Plaintiff, is a director and Secretary. Rogers is the registered agent.

9. Homsin does business as Thai Ocha, a restaurant in Denton County, Texas, that was purchased in March of 2018 for \$180,000. Rogers and Elzubeir each contributed \$90,000 for the purchase. They planned to open the business as equal partners.

10. Elzubeir was attempting to obtain an E-2 Visa. After speaking with her immigration attorney, she convinced Rogers that on paper, Elzubeir would own 60% of the company, Rogers would manage Homsin Investments, Elzubeir would manage the restaurant, but investment, profit, and loss would be apportioned per capita 50% to each. Exhibit A.

11. Disputes between the directors began in 2020. Elzubeir hired counsel who sent a letter to propose setting a price and terms for the sale or disposition of Thai Ocha. Elzubeir insisted that the value of the business was \$1,000,000 and wanted Rogers to purchase her shares for \$500,000.

Rogers suggested a neutral valuation of the restaurant or a push-pull agreement where one party would set a price and the other would either purchase or sell her shares at that price. Elzubeir refused and decided she no longer wished to part ways.

12. A shareholder meeting was held on September 21, 2021. Elzubeir refused to attend and instead sent her husband with her Power of Attorney. **Exhibit A.** Elzubeir, through her agent, informed the shareholders that she would cease working at the restaurant at the end of September. Hiring a new general manager was discussed and the directors agreed to have a follow up meeting in mid-October.

13. Rogers made arrangements at Thai Ocha after Elzubeir's departure, but after a few weeks of not working, Elzubeir demanded a salary. Due to her abrupt absence the company was forced to reduce its hours and suffered significant loss.

14. At the time of Elzubeir's departure, she registers as a director and managing member of another Thai Restaurant. Exhibit B.

15. Elzubeir used proprietary assets of Thai Ocha and vendor accounts to advertise and obtain supplies for her new venture.

16. On November 19, 2021, Elzubeir noticed a meeting of the directors, including agenda items to change distribution from to 60% and 40%, among other things. The minutes reflect that only Elzubeir was present despite the fact that directors meeting require a majority of directors to conduct business. Rogers husband was admitted to the hospital on that morning and she requested the meeting be changed. Elzubeir went forward with the meeting and claims to have changed the distributions and passed all other proposed matters.

V.
CAUSES OF ACTION

A. DECLARATORY JUDGMENT

17. As described above, a bona fide dispute now exists between Plaintiff Rogers and Defendant as to Plaintiff Rogers's ownership interests, voting rights, and rights to distributions. Plaintiff therefore requests declaratory relief. Tex. Civ. Prac. & Rem. Code Ann. § 37.004 (West).

18. Plaintiff requests judgment of the Court declaring that:

- a. Plaintiff Rogers owns half of the shares of the company;
- b. Elzubeir's attempt to change the distribution is invalid.

B. COMMON LAW FRAUD

19. As more fully described above, Elzubeir, individually promised and represented to Rogers that they would be equal managing owners of Homsin Investments, Inc. Elzubeir made these representations with the intent to induce Rogers into participating in restaurant ventures with her, and investing equally in a business where Elzubeir intended to usurp decision making and financial gain.

20. Elzubeir knew she did not intend to fulfill her promises or made the promises recklessly without any serious intention of fulfilling them. She made no effort to resolve the issues or equitably dissolve the business relationship. She used familial connections and ties to take advantage of her aunt, claiming it was only for immigration purposes but with the intent to defraud her of her ownership interest.

21. Rogers reasonably relied on the Elzubeir's false promises to her detriment. With the family relationship, Rogers had every reason to believe that they could run the business equally but express disproportionate ownership for immigration purposes. Rogers incurred debt and spent

substantial time, money and effort opening and operating Thai Ocha, in reliance.

22. As a result of Elzubeir's wrongful and fraudulent conduct, Rogers sustained damages in the form of lost revenue and if not resolved by this court, 10% of her ownership interest in her business. All of these damages are within the jurisdictional limits of the Court and for which Rogers requests judgment.

C. BREACH OF CONTRACT

23. The Homsin Investments, Inc. Bylaws is a valid, enforceable contract between the shareholders. Elzubeir breached her obligation to manage the restaurant and effectively update the directors and shareholders. Elzubeir's agreement to manage the restaurant for a salary is also a valid enforceable contract. Her failure to consistently manage is a breach of contract that damaged Plaintiffs. These damages are within the jurisdictional limits of the Court and for which Plaintiffs request judgment.

D. UNJUST ENRICHMENT

24. As explained above, Rogers and Elzubeir invested equal amounts and agreed to equal distributions, where Elzubeir received a salary for her management of the restaurant. Rogers received no consideration for her agreement to allow Elzubeir to have a disproportionate ownership of the business.

25. Elzubeir has been unjustly enriched by receiving a disproportionate interest in Homsin Investments, Inc. that it did not pay for or earn. The court should impose a constructive trust over the 10% ownership interest, which should be rescinded and forfeited back to Rogers.

E. BREACH OF FIDUCIARY DUTY

26. As managing director in Homsin Investments, Elzubeir had a fiduciary duty to Homsin Investments, Inc. and Rogers. This duty required the Elzubeir to act with utmost good faith,

fairness and honesty when dealing with the company and its shareholders. It also required the Elzubeir to disclose all matters affecting the business.

27. Elzubeir breached that fiduciary duty by failing to disclose that she would no longer manage the restaurant without adequate time to arrange for or find and train her replacement. As a result of their breach of fiduciary duty, Plaintiffs sustained monetary damages within the jurisdictional limits of the Court. As a result of the Elzubeir's breach of fiduciary duty, Elzubeir should be removed as managing director and disgorged from unjust enrichment in future disbursements.

F. PIERCING THE CORPORATE VEIL

28. Elzubeir is individually liable for wrongful conduct in her roles because she used the Homsin Investments to perpetrate an actual fraud on Elzubeir. Her fraudulent conduct was perpetrated primarily for her own direct personal benefit.

29. The corporate form should be disregarded, and Elzubeir should be held liable for Plaintiff Roger's damages. Elzubeir should be held liable in her individual capacity, as the Homsin Investments, Inc. is the alter ego of Elzubeir. The corporate form has been used as a sham to perpetrate a fraud on Plaintiff Rogers primarily for her own direct benefit.

VI. PUNITIVE DAMAGES

30. Elzubeir's actions were committed knowingly, intentionally, recklessly, with malice, or with gross negligence. As a result, Plaintiffs are entitled to an award of exemplary or punitive damages in an amount within the jurisdictional limits of the court.

VII. PRAYER

THEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray that the Court:

render judgment against Defendant for actual damages, both general and special, in an amount within the jurisdictional limits of the court; render judgment for punitive or exemplary damages in the amount to be determined at trial; render judgment against Defendant awarding Plaintiffs their costs of court, prejudgment and post-judgment interest; and such general relief to which Plaintiffs may show themselves to be justly entitled.

Respectfully submitted,

By: s/ Aubry L. Dameron
Aubry L. Dameron
State Bar No. 24093766
aubry@springer-lyle.com
SPRINGER & LYLE, LLP
1807 Westminster
Denton, Texas 76205
940-387-0404
940-383-7656 (fax)
ATTORNEY FOR PLAINTIFF

Limited Power of Attorney

BE IT ACKNOWLEDGED that I, Suphanee Elzubeir,
Full Name
REDACTED, the "Principal", do hereby grant a limited and specific
social security number
power of attorney to Mohamed Elzubeir of 1820 Emery St.
Full Name Address
Denton, Texas 76201 (310) 919-6810 as my "Attorney in Fact".
Phone

Said Attorney-in-Fact shall have full power and authority to undertake and perform only the following acts on my behalf:

1. All acts in my stead relating to Homsin Investments, Inc.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. My Attorney-in-Fact agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest, as my Attorney-in-Fact in its discretion deems advisable. This power of attorney is effective upon execution.

This power of attorney may be revoked by any of the following:

(Initial and Check the Box if Applicable)

SE - By the Principal at any time by authorizing a Revocation.

- When Homsin Investments, Inc. is dissolved or becomes insolvent.

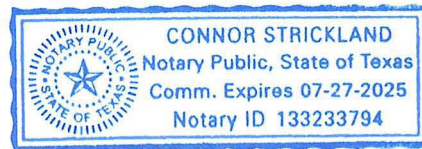
This power of attorney form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my Attorney-in-Fact until in receipt of actual notice of revocation.

State Law. This Power of Attorney is governed by the laws of the State of Texas.

Signed this 26 day of August, 20 21

Suphanee Elzubeir
Signature - Suphanee Elzubeir

SUPHANGEE ELZUBEIR
Print Name - Suphanee Elzubeir





Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 803626801 9/8/2021
Document #: 1077531960002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Simply Yum

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

ALLCONTENT Corporation

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is :

09/08/2031

5. The entity is a : **Domestic For-Profit Corporation**

6. The entity's principal office address is:

3004 Cullen St, Fort Worth, tx, USA 76107

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

ALLCONTENT Corporation

Name of the entity

By: **Frances Severe**

EXHIBIT B

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

EXHIBIT B

Form 424
(Revised 05/11)

This space reserved for office use

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

Entity Information

The name of the filing entity is:

ALLCONTENT Corporation

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a (Select the appropriate entity type below)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803626801

The date of formation of the entity is: 05/21/2021

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is

Mc Elzubeir
First Name M I Last Name Suffix

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

2101 CEDAR SPRINGS RD, SUITE 1030, Dallas TX 75201
Street Address (No P O Box) City State Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows.

Adding Director:
Suphane Elzubeir
1820 Emery St
Denton, TX 76201

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows

Delete each of the provisions identified below from the certificate of formation

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

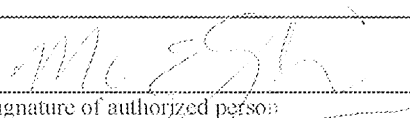
Effectiveness of Filing (Select either A, B, or C)

- A. This document becomes effective when the document is filed by the secretary of state
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date 09/08/2021

By: _____

Signature of authorized person

NEWMAN EDZEBEK
Printed or typed name of authorized person (see instructions)

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Bonita Carter on behalf of Aubry Dameron
Bar No. 24093766
bonita@springer-lyle.com
Envelope ID: 60239889
Status as of 12/22/2021 8:56 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Aubry Dameron	24093766	aubry@springer-lyle.com	12/21/2021 5:02:02 PM	SENT
Bonita Carter		bonita@springer-lyle.com	12/21/2021 5:02:02 PM	SENT

EXHIBIT H

DEPOSITS/OTHER CREDITS					
02/06/18	Opening Deposit		200.00		
02/08/18	Wire Transfer	Credit 20180208B6B7001C00218702080745	50.00		
02/12/18	Wire Transfer	Credit 20180212B6B7001C00116102120739	50.00		
02/14/18	Wire Transfer	Credit 20180214B6B7001C00128302140740	99,957.00		
02/16/18	Wire Transfer	Credit	14.00		
OTHER DEBITS					
02/08/18	Incoming Wire	Fee Wire fee Mohamed Kamal Ahmed Elzubeir-Saving	7.00		
02/12/18	Incoming Wire	Fee Wire fee Suphane Elzubeir-Bus Investment	7.00		
02/14/18	Incoming Wire	Fee Wire fee Suphane Elzubeir-Bus Invest	7.00		
02/21/18	ACH Payment	DELUXE CHECK CHECK/ACC.	25.20		
DAILY ENDING BALANCE					
Date	Balance	Date	Balance	Date	Balance
02/06/18	200.00	02/14/18	100,236.00		
02/08/18	243.00	02/16/18	100,250.00		
02/12/18	286.00	02/21/18	100,224.80		

DDA DEBIT TRANSACTIONS DATE 3-14-18

EFFECTIVE DATE 3-14-18 Description To purchase Thai auto

DRAWN BY MK Deil

CITY Houston Investment Inc

FOR USE BY BANK:

100 Deposit Reversal	130 MMDA Savings Withdrawal
107 Telephone TR VLD	140 Closing Withdrawal
109 Withdrawal	147 Auto Closing Withdrawal

ACCOUNT # [REDACTED] SELECTOR * 115 \$ 10,000.00

Account Number: [REDACTED] Date: 03-14-2018 Amount: 10000.00

Point Bank CHECKING DEPOSIT

DATE 8-13-18 AMOUNT 4000.00

NAME Walter Poyas

ADDRESS 1705 2nd ST

CITY Dallas TX 75201

ACCOUNT # [REDACTED] AMOUNT * 4000.00

SIGNATURE Walter Poyas \$ 4000.00

Account Number: [REDACTED] Date: 08-13-2018 Amount: 4000.00

Point Bank CHECKING DEPOSIT

DATE 8-20-18 AMOUNT 3000.00

NAME Walter Poyas

ADDRESS 1705 2nd ST

CITY Dallas TX 75201

ACCOUNT # [REDACTED] AMOUNT * 3000.00

SIGNATURE Walter Poyas \$ 3000.00

Account Number: [REDACTED] Date: 08-20-2018 Amount: 3000.00

Point Bank CHECKING WITHDRAWAL

DATE 4-16-18 NAME Homin Investments

AMOUNT thirteen thousand five hundred 00 DOLLARS

ACCOUNT # [REDACTED] AMOUNT \$ 13,500.00

SIGNATURE Walter Poyas \$0

Account Number: [REDACTED] Date: 04-16-2018 Amount: 13500.00

Point Bank CHECKING WITHDRAWAL

DATE 4-16-18 NAME Homin Investments

AMOUNT ten thousand DOLLARS

ACCOUNT # [REDACTED] AMOUNT \$ 10,000.00

SIGNATURE Walter Poyas \$0

Account Number: [REDACTED] Date: 04-16-2018 Amount: 10000.00

