

COMPANY AGREEMENT
OF
CJ MARTIN ENTERPRISES, LLC

This Company Agreement (the “**Agreement**”) dated as of May __, 2007, is hereby duly adopted as the company agreement of **CJ Martin Enterprises, LLC**, a Texas limited liability company (the “**Company**”) by the Members (as defined below).

ARTICLE I
DEFINITIONS

1.1 **Definitions.** The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“**Act**” means the Texas Limited Liability Company Law, as the same may be amended from time to time.

“**Agreement**” means this Company Agreement of the Company, as originally adopted and as amended from time to time.

“**Business Day**” means a day other than a Saturday, Sunday or other day which is a nationally recognized holiday in the United States of America.

“**Capital Contribution**” means any contribution to the capital of the Company in cash or property by the Members whenever made.

“**Certificate**” means the Certificate of Formation of the Company as filed with the Secretary of State of Texas, as it shall be amended from time to time.

“**Code**” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code shall include a reference to any amendatory or successor provision thereto.

“**Company**” means CJ Martin Enterprises, LLC, a Texas limited liability company.

“**Initial Capital Contribution**” means the initial contribution to the capital of the Company made by the Members pursuant to this Agreement.

“**Members**” means those persons listed on Exhibit A.

“**Membership Interest**” means, with respect to the Members at anytime, the ownership interest of each Member at that time, which shall include all Units then owned thereby.

“**Person**” means any natural person, partnership, limited liability company, corporation, trust or other legal entity.

“**Units**” means units of ownership interest in the Company.

1.1 ***Other Definitional Provisions.*** All terms used in this Agreement that are not defined in this Article I have the meanings contained elsewhere in this Agreement.

ARTICLE II. FORMATION

2.1 ***Name and Formation.*** The name of the Company is CJ Martin Enterprises, LLC. The Company was formed as a limited liability company upon the filing of the Certificate pursuant to the Act.

2.2 ***Principal Place of Business.*** The Company may locate its place(s) of business and registered office at any place or places as the Members may from time to time deem necessary or advisable.

2.3 ***Registered Office and Agent.*** The registered office of the Company shall be at 3763 Vinecrest Drive, Dallas, Texas 75229, and the name of its initial registered agent at such address shall be Christopher J. Martin.

2.4 ***Duration.*** The period of duration of the Company is perpetual from the date its Certificate was filed with the Secretary of State of Texas, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

2.5 ***Purposes and Powers.*** The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Act. The Company shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes, and for the protection and benefit of its business. For avoidance of doubt, the Members confirm that notwithstanding any provision of this Agreement to the contrary, without limiting the general powers referred to above, the Company has the power and authority to make contracts of guaranty and suretyship and enter into interest rate, basis, currency, hedge or other swap agreements or cap, floor, put, call, option, exchange or collar agreements, derivative agreements, or other agreements similar to any of the foregoing.

2.6 ***Limitation of Liability.*** The liability of each Member and each employee of the Company to third parties for obligations of the Company shall be limited to the fullest extent provided in the Act and other applicable law.

ARTICLE III. RIGHTS AND DUTIES OF MEMBERS

3.1 ***Management.*** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under, its Members.

3.2 ***Place of Meetings.*** All meetings of the Members shall be held at the principal office of the Company or at such other place within or without the State of Texas as may be determined by the Members and set forth in any notice or waivers of notice of such meeting.

3.3 ***Business Presented at Meetings.*** Any meetings of the Members for the transaction of such other business as may properly come before the meeting shall be held at such time and date as shall be designated by the Members from time to time.

3.4 ***Actions Without a Meeting.*** Notwithstanding any provision contained in this Article III, all actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consent is in writing, sets forth the action so taken, and is signed by the Members.

3.5 ***Quorum.*** At all meetings of the Members, the presence of a majority shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by law. At a meeting at which a quorum is present, the act of a majority shall be the act of the Members, except as otherwise provided by law, the Certificate or this Agreement. If a quorum shall not be present at any meeting of the Members, the Members present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.6 ***Attendance and Waiver of Notice.*** Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in the notice or waiver of notice of such meeting.

3.7 ***Officers.*** The Members may, from time to time, designate one or more persons to be officers of the Company. No officer need be a Member. Any officers so designated shall have such authority and perform such duties as the Members may, from time to time, delegate to them. The Members may assign titles to particular officers, including, without limitation, chief executive officer, president, vice president, chief financial officer, secretary, assistant secretary, treasurer and assistant treasurer. Each officer shall hold office until such person's successor shall be duly designated and shall qualify or until such person's death or until such person shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Members. The Members, whenever in their judgment the best interests of the Company will be served thereby, may remove any officer as such, either with or without cause. Any vacancy occurring in any office of the Company may be filled by the Members.

3.8 ***Indemnification.*** Each Member and officer shall be indemnified and held harmless by the Company, including advancement of expenses, but only to the extent that the Company's assets are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any act performed or omitted to be performed in connection with the management of the Company's affairs, including reasonable attorneys' fees incurred by such Member or officer in connection with the defense of any action based on any such act or omission, but excluding those claims, liabilities and expenses caused by the gross negligence or willful misconduct of such Member or officer, subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that any Member or officer

may have against third parties. The foregoing indemnification specifically includes those claims that arise out of the indemnified party's sole, joint or contributory negligence, but specifically excludes those claims that arise out of the indemnified party's willful misconduct, fraud or gross negligence. To the extent that an indemnified party is a party to this Agreement, such indemnified party would not have entered into this Agreement if not for this indemnification.

ARTICLE IV. CAPITALIZATION

4.1 *Capital Contributions.*

(a) Upon the execution of this Agreement, the Members shall contribute cash, property or services rendered to the Company in the amount set forth as the Initial Capital Contribution on Exhibit B.

(a) If at any time the Members determine that the Company has insufficient funds to carry out the purposes of the Company, the Members may make additional contributions to the capital of the Company.

(b) The Members shall not be paid interest on any Capital Contribution.

4.2 *Withdrawal or Reduction of Capital Contributions.*

(a) The Members shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company have been paid or there remains property of the Company sufficient to pay such liabilities.

(b) The Members shall not have the right to withdraw all or any part of their Capital Contribution or to receive any return on any portion of their Capital Contribution, except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any Capital Contribution, the Members shall not have the right to receive property other than cash.

4.3 ***Liability of Members.*** The Members shall not be liable for the debts, liabilities or obligations of the Company beyond their Initial Capital Contribution. The Members shall not be required to contribute to the capital of, or to loan any funds to, the Company.

ARTICLE V. DISTRIBUTIONS

5.1 ***Distributions.*** Subject to Section 5.2, the Company shall make all distributions at such times and in such amounts as determined by the Members.

5.2 ***Limitation Upon Distribution.*** No distribution shall be declared and paid unless, if after the distribution is made, the value of assets of the Company would exceed the liabilities of the Company, except liabilities to the Members on account of their Capital Contributions.

ARTICLE VI.
BOOKS AND ACCOUNTS

6.1 ***Records and Reports.*** At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company.

6.2 ***Returns and Other Elections.*** The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Members.

ARTICLE VII.
DISSOLUTION AND TERMINATION

7.1 ***Dissolution.***

(a) The Company shall be dissolved upon the first of the following to occur:

(i) Upon the election to dissolve the Company by the Members;

(ii) Upon the resignation, expulsion, bankruptcy, legal incapacity or dissolution of a majority of the Members, or the occurrence of any other event which terminates the continued membership of all of the Members; or

(iii) The entry of a decree of judicial dissolution under Section 11.314 of the Act.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate, and the assets of the Company shall be liquidated under this Article VII.

(c) Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided in Section 7.2.

(d) Upon dissolution of the Company, the Members may cause any part or all of the assets of the Company to be sold in such manner as the Members shall determine in an effort to obtain the best prices for such assets; *provided, however*, that the assets of the Company may be distributed in kind to the Members to the extent practicable.

7.2 ***Distribution of Assets Upon Dissolution.*** In settling accounts after dissolution, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by applicable law, except those to the Members on account of the Members' Capital Contributions; and

(b) Second, any remainder shall be distributed to the Members.

7.3 ***Dissolution.*** When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members according to the Member's rights and interests, the Certificate of Termination shall be executed on behalf of the Company by the Members and shall be filed with the Secretary of State of Texas, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company.

ARTICLE VIII.

RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS

The Members may not sell, assign or otherwise transfer all or any portion of each Member's Membership Interest at any time to any Person without the prior written consent of the other Members.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

9.1 ***Notices.*** Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to each Member's and/or Company's address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any such notice shall be deemed to be given when delivered personally or the next Business Day after the date on which the same was telecopied to such person.

9.2 ***Application of Texas Law.*** This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Texas, and specifically the Act, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Agreement to the law of another jurisdiction.

9.3 ***Headings and Sections.*** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Unless the context requires otherwise, all references in this Agreement to Sections or Articles shall be deemed to mean and refer to Sections or Articles of this Agreement.

9.4 ***Amendments.*** Except as otherwise expressly set forth in this Agreement, the Certificate and this Agreement may be amended, supplemented or restated only upon the written consent of the Members. Upon obtaining the approval of any amendment to the Certificate, the Members shall cause a certificate of amendment in accordance with the Act to be prepared, and such certificate shall be executed by no less than one Member and shall be filed in accordance with the Act.

9.5 ***Number and Gender.*** Where the context so indicates, the masculine shall include the feminine, the neuter shall include the masculine and feminine, and the singular shall include the plural.

9.6 ***Binding Effect.*** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Members and each of the Member's distributees, legal representatives, successors and assigns.

9.7 ***Counterparts.*** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Members who executed the same, but all of such counterparts shall constitute the same Agreement.

9.8 ***Severability.*** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Members of the Company, have caused this Agreement to be duly adopted by the Company as of the date set forth above.

MEMBERS:

Christopher J. Martin

Exhibit A

Members

Christopher J. Martin

3763 Vinecrest Drive
Dallas, Texas 75229

Exhibit B

Initial Capital Contribution

Christopher J. Martin

\$1,000.00