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Pete -  
LLC review & call  
me.  
Lydia

**OPERATING AGREEMENT  
OF  
DSDSD, LLC**

**ARTICLE I. OFFICES**

**Section 1. Registered Office.** The Registered office of this Limited Liability Company shall be at 1095 Florida Ave., Slidell, LA 70458.

**Section 2. Additional Offices.** The Company may have such other offices, even outside the State of Louisiana as the Members may designate.

**ARTICLE II. MEETINGS**

**Section 1. Annual Meeting.** The annual meeting of the Members will be held on the second Tuesday in January each year, beginning with the year 2006. This meeting will be held for the purpose of reporting of or engaging in any other business as may come before the attention of those at the meeting. If the day fixed for the meeting is a legal holiday, the meeting will be held on the next business day. If the election is not held on the day previously designated, the Members shall cause the election to be held at a special meeting as soon as it may be conveniently held.

**Section 2. Regular Meetings.** The Voting Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meeting.

**Section 3. Special Meetings.** If there are two or fewer members, special Meetings of the Members may be called by any voting member; if there are more than two voting member, special Meetings of the Members may be called by any two voting members.

**Section 4. Notice of Meetings.** Written notice stating the day, place, and hour of the meeting shall be delivered not less than three days before the date of the meeting either personally, by mail, or by delivery service with written receipt to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two days after being deposited in the United States Postal Service. If mailed, the address of each Member as it appears on the books will be used and all necessary postage will be paid. In the event of a special meeting, the purpose for which the meeting has been called will also be included in the notice. When all the Voting Members of the L.L.C. are present at any such meeting, or have signed a written waiver of notice of such meeting, or subsequently ratify all the actions taken, the proceedings of such meeting will be deemed valid as if a meeting were formally called and proper notice given.

**Section 5. Quorum.** At any meeting of the Members, 80% of the Membership Interests with voting rights, as defined below, represented in any person, shall constitute a quorum at a meeting of Members. If less than this percentage of the Membership Interests are represented at a meeting, a

majority of the interests so represented may adjourn the meeting from time to time without further notice. At a subsequent meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**Section 6. Procedure.** A record shall be maintained of the meetings of the Voting members. The Voting Members may adopt their own rules of procedure, which shall not be inconsistent with this Operating Agreement.

**Section 7. Telephone Meeting.** Members may participate in any meeting of the Members by means of a conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participation in a meeting pursuant to this Section shall constitute presence at such meeting.

**Section 8. Informal Action of Members.** Unless otherwise provided by law, any action required to be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members with voting rights.

**Section 9. Proxy.** There shall be no right to vote by proxy.

### ARTICLE III. VOTING

**Section 1. Voting by Members.** Voting on all issues shall be by units of Membership Interest with the voting rights. Except as provided in Article V, Section 5, each Member of record shall be entitled to one vote for each unit of Membership Interest registered in his name on the books of the Company. The initial number of units of Membership Interest registered on the books of the Company shall not be changed, absent the unanimous written agreement of the members, regardless of the future contributions or withdrawals to the Company's capital amount.

**Section 2. Voting Requirements.** Voting requirements shall be governed by Louisiana law and the Articles of Organization.

**Section 3. Voting by Representative of Members.** Membership Certificates standing in the name of a corporation, partnership, or company may be voted by such officer, partner or agent, as the By-Laws of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, without a transfer of such certificates into his name.

**Section 4. Presumption of Assent.** A Member who is at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

## ARTICLE IV. FISCAL MATTERS

**Section 1. Fiscal Year.** The fiscal year of the Limited Liability Company shall be on a calendar basis.

**Section 2. Deposits.** All funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trusts companies or other depositories as the Members may select.

**Section 3. Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Members of the Company, as designated on the bank documents.

**Section 4. Loans.** No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by the Members as set forth herein. Such authority may be general or limited to specific instances.

**Section 5. Contracts.** The Members may authorize any Member to enter into any contract to execute any instrument in the name of and on behalf of the Company. This authority may be general or limited to specific instances.

**Section 6. Accountant.** An accountant may be selected from time to time by the Members to perform such tax and accounting services as may be required. The accountant may be removed by the Members without assigning any cause.

**Section 7. Legal Counsel.** An attorney may be selected from time to time by the Members to perform such legal services as may be required. Legal Counsel may be removed by the Members without assigning any cause.

**Section 8. Certifying Official.** This person has the authority to certify to third parties which Members or Officers have the authority to act as agents on behalf of the L.L.C. See the Articles of Organization for a statement naming the Certifying Official(s).

## ARTICLE V. MEMBERSHIP CERTIFICATES AND TRANSFER OF MEMBERSHIP INTERESTS

**Section 1. Certificates.** Membership Certificates representing Membership Interests in the Company will be in such form as shall be determined by the Members. Such Membership Certificates shall be signed by all of the Members. All Membership certificates shall be consecutively numbered or otherwise identified.

**Section 2. Certificate Register.** The name and address of the person to whom the Membership Certificates are issued, the number of membership Interests, and the date of issue shall be entered in the Certificate Register of the Company. In the case of a lost, destroyed, or mutilated Membership Certificate, a new one may be issued upon such terms and indemnity to the Company as the

Members may prescribe.

**Section 3. Restrictions on Sale, Assignment etc.** No Member may pledge or otherwise encumber his Membership Interest without the unanimous written consent of the Members. Any purported attempt to pledge or encumber the Membership Interests without such approval shall be invalid.

**Section 4. Intestate or Testate Transfers.** Upon the death of any Member, the surviving Members shall be entitled to buyout the new owner(s) of the Membership Interest as follows. The purchase price shall be the fair market value as determined by the Company accountant after an appraisal of real estate is obtained, payable in cash within 180 days of the death of the member. If the surviving Members do not purchase the deceased Member's interest, then the person that inherits the interest shall become a Member with full voting rights and all other rights and indicia of ownership.

**Section 5. Assignees Rights.** Except as otherwise provided herein or in the Articles of Organization, assignees shall have no rights, privileges, or other claims other than those expressly and specifically granted through either Louisiana "LLC" law, the Articles of Organization, or the Operating Agreement. Assignees shall have no voting rights on any matter unless the Members give their unanimous consent in writing.

**Section 6. Rights of Spouses upon Divorce of Member.** Spouses of the named Members hereby agree that if the marriage is dissolved by divorce, he/she will sell his/her interest in the LLC to his/her named member/spouse. The sales price shall be the fair market value as determined by the Company accountant after an appraisal of real estate is obtained, payable in cash within 180 days after the date the Judgment of divorce is rendered. If the named member/spouse does not purchase the spouse's interest the remaining members have the right to purchase the spouse's interest for fair market value as determined by the Company accountant after an appraisal of real estate is obtained, payable in cash within 270 days after the date the Judgment of divorce is rendered.

## ARTICLE VI. BOOKS AND RECORDS

**Section 1. Books and Records.** The books, records, and minutes, of the Company shall be kept at the Registered Office of the Company or at such other places, within or without the State of Louisiana, as the Members shall from time to time determine. All financial records shall be maintained and reported based on generally accepted accounting principles.

**Section 2. Financial Statements.** Within ninety (90) days after the end of the fiscal year, the Member shall cause a Profit and Loss Statement for the Period and a Balance Sheet to be rendered.

**Section 3. Right of Inspection.** Any voting Member of record shall have the right to examine, at any reasonable time or times for all purposes, the Company's books and records of account, all minutes and records of Members, and all other records of the Company, and to make copies thereof at his expense. Such inspection may be made by any agent or attorney of the voting Member. Upon the written request of any voting Member, the Company shall mail to such voting Member its most recent financial statements, showing in reasonable details its assets and liabilities and the results of its operations.

**ARTICLE VII. DISTRIBUTION OF PROFITS**

**Section 1. Allocation by Membership Interest.** Taxable income and losses shall be allocated among the Members in proportion to their Membership Interests.

**Section 2. Members.** The total number of units of Membership Interest set forth in this Operating Agreement shall be 500 units, and the initial Members and their capital Contributions and Membership Interests are as follows:

Member Name	Membership Interest	Capital Contribution
Emmett G. Dammon	100 units	\$ _____
Roy Stubenrauch	100 units	\$ _____
Chris Ducote	100 units	\$ _____
Steve Stubenrauch	100 units	\$ _____
David Dammon	100 units	\$ _____

**Section 3. Distributions.** After paying for any reasonable services of the Members, the remainder of any earned surplus may be distributed to the members provided that no distribution will cause the LLC to be unable to pay its debts as they become due in the usual course of business or if the distribution would be in violation of the Louisiana Limited Liability Law.

**Section 4. Retained Profits.** Unless otherwise provided, retained profits shall be deemed an increase in the earned surplus of the Company or LLC.

**ARTICLE VIII. LIMITATIONS ON MEMBERS AUTHORITY TO BIND COMPANY**

**Section 1.** Only Members can contract. Voting Members, however, shall have the final approval authority on all matters.

**Section 2.** The Certifying Official is any Member with whom third parties can communicate to verify those which have the authority to contract with them.

**Section 3.** This "L.L.C." is declared to be and is "Member" operated and managed.

**ARTICLE IX. WITHDRAWAL**

**Section 1. Right to Withdraw.** Except as otherwise provided herein, a Member may not withdraw from the Company without the unanimous consent of the remaining Voting Members.

**Section 2. Effect to Withdrawal.** A withdrawing Member shall cease to be a Member on the date his withdrawal is approved by the unanimous consent of the Voting Members.

### **Section 3. Return of Capital upon Withdrawal.**

A. If the Company is dissolved upon withdrawal of a Member and its affairs concluded, the withdrawing Member and all other Members shall be entitled to the distribution of net assets as provided by the Louisiana Limited Liability Company Law which was in effect at the time of Organization.

B. If the Company is continued by the unanimous written or oral consent verified by the Member or the remaining Members, and the withdrawing Member is approved by the unanimous written consent of the remaining Members, then the withdrawing Member's Membership Interest shall be redeemed as set forth in Article XI.

C. The rights of a withdrawing Member to return of his capital contribution shall not restrict the Company in making distributions of profits and other distributions to other Members.

## **ARTICLE X. RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTEREST**

The Articles of Organization shall govern the transfer of membership interest.

## **ARTICLE XI. REDEMPTION OF MEMBERSHIP INTEREST**

**Section 1. Redemption and Return of Capital.** If a Membership Interest is redeemed pursuant to this Agreement or otherwise as may be required by law, or if a Member is entitled to a return of his capital contribution prior to the winding up of the Company, the "Redemption Price" shall be as hereinafter defined, and the time and manner of payment shall be as hereinafter set forth.

**Section 2. Redemption Price.** The Redemption Price of a Member's Membership Interests shall be the fair market value of the Member's Membership Interest as determined by the LLC Accountant, or if none by an accountant chosen by the Members, or if the Members cannot agree, then by an Accountant chosen by a state judge in the Twenty-second Judicial District. The fair market value shall be determined after an appraisal of the real estate owned by the LLC.

**Section 3. Membership Interest Conveyed to Company.** The Member whose Membership Interest is redeemed (the "Redeemed Member") shall convey his Membership Interest to the Company. The Redeemed Member, his heirs and assigns, agree to execute whatever instruments of documents that may be necessary to convey the Membership Interest to the Company.

**Section 4. Payment Terms.** The Redemption Price shall be paid in cash

**Section 5. Time of Closing.** The closing of the redemption shall take place within one hundred twenty (120) days after the last day of the month in which the event giving rise to the Redemption occurs, in the Registered Office of the Company, or such other place as the Members determine.

## ARTICLE XII. INDEMNIFICATION

**Section 1. Indemnification By Company.** The Limited Liability Company shall indemnify any person who was or is a defendant or is threatened to be made a defendant to any threatened, pending or completed action, lawsuit or proceeding, whether civil, criminal administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he or she is or was a member the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments settlements, penalties, fines and expenses incurred by him in connection with such action, lawsuit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and with respect to any criminal action or proceeding, had or did not have reasonable cause to believe that his conduct was unlawful.

**Section 2. Indemnification Funding.** The Company shall fund the indemnification obligations provided by Section 1 in such a manner and to such extent as the Voting Members may from time to time deem proper.

## ARTICLE XIII. BANKRUPTCY

**Section 1.** In the event that a Member's Membership Interest is taken or disturbed by an action in bankruptcy or an adjudication of bankruptcy, such action or adjudication of bankruptcy shall be deemed as an assignment of the Membership Interest.

## ARTICLE XIV. MISCELLANEOUS

**Section 1. Notice.** Any notice required or permitted to be given pursuant to the provisions of the Louisiana Limited Company Law, the Articles or Organization of the Company or this Operating Agreement may be made by personal delivery, by mail, telefax, or by delivery service with a signed receipt, and such notice shall be effective as of the date actually delivered, or if sent by mail, on the date deposited with the United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the Company records.

**Section 2. Waiver of Notice.** Whenever any notice is required to be given pursuant to the provisions of the Louisiana Limited Liability Company, the Articles of Organization of the Limited Liability Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time slated therein, shall be deemed equivalent to the giving of such notice.

**Section 3. Fiduciary Obligation.** Members and Officers of this Company stand in a fiduciary

relationship to the Company and have a duty of undivided loyalty to the Company in all matters affecting the Company's interests.

**Section 4. Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

**Section 5. Articles and other Headings.** The Articles and other headings contained in this Operating Agreement are for reference purposes only but may be used to clarify the meaning or interpretation of the individual sections provided that such meaning is unclear. Also, the Articles and Headings shall not be used to give a contrary meaning to the plain intention of each section.

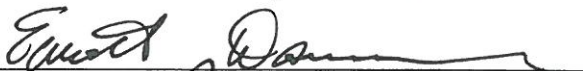
**Section 6. Reimbursement of Officers and Members.** Members and Officers shall receive reimbursement for expenses reasonably incurred in the performance of their duties, as authorized by the Voting members.

**Section 7. Louisiana Limited Liability Law.** Except as otherwise expressly set forth in this Operating Agreement, the provision of the Louisiana Limited Liability Company Law, La. R.S. 12:1301 et seq. shall govern the affairs of the Company.

### CERTIFICATION

**THE UNDERSIGNED**, being all the Members of DSDSD, L.L.C., a Louisiana Limited Liability Company, hereby evidence their adoption, agreement, and ratification of the foregoing Operating Agreement of the Company including and especially Article V.


**EXECUTED** by each Member on the Date indicated.

  
Emmett G. Dammon

Date: \_\_\_\_\_


  
Roy Stubenrauch

Date: 2-20-06

Chris Ducote  
  
Steve Stubenrauch

Date: \_\_\_\_\_

Date: 2-20-06

  
David Dammon

Date: 2-20-2006

Maxine A. Dammon

Date: \_\_\_\_\_