

**DECLARATION OF
SERIES A
OF
TOUPPER(FIELD(ENTITYNAME))**

The undersigned Members of **TOUPPER(FIELD(ENTITYNAME))**, a Texas series limited liability company (the “Company”), hereby declare(s) the creation of a new series known as “Series A” (the “Series”), as authorized under Article IV of the Company’s Certificate of Formation and Article V of the Company’s Company Agreement, as follows:

1. Name of Series. The name of the Series is as follows:

Series A

2. Purpose. The purpose of the Series is to _____

3. Members of Series. The Members of the Series and their respective Sharing Ratios shall be as follows:

4. Management of Series. The Members of the Company shall manage the business and affairs of the Series and shall have the sole discretion and authority to carry out the purposes of the Series. The Members are authorized to appoint officers, employees and agents to provide services for the Series, and to open bank accounts on behalf and in the name of the Series. The Members shall be bound by the limitations, conditions, exculpatory provisions, standards of care and other provisions contained in the Company Agreement.

5. Assets and Liabilities Associated with Series. The Members shall cause the Company to maintain separate and distinct records for the Series and shall cause the assets, debts, liabilities, obligations, expenses, profits and losses associated with the Series to be held and accounted for separately from the other assets, debts, liabilities, obligations, expenses, profits and losses of the Company or any other Series.

(a) All consideration received by the Series for the issue or sale of Series Interests together with all Series assets in which such consideration is invested or reinvested, all revenue, income, earnings, profits and proceeds thereof, including any proceeds received by the Series from a capital transaction with respect to such assets, shall irrevocably belong to the Series for all purposes, subject only to the rights of creditors of the Series and except as may otherwise be required by applicable tax laws.

- (b) All liabilities, expenses, costs, charges and reserves of the Company which are readily associated with the Series shall be charged against the assets associated with the Series.
6. Transferability. All Series Members and the holders of Series Membership Interests shall be subject to the transfer restrictions contained in the Company Agreement. Persons may be admitted as new or substitute Series Members upon compliance with the provisions of the Company Agreement.
6. Distributions. The holders of Series Membership Interests in this Series shall be entitled to distributions, whether interim or upon dissolution and winding up of this Series or the Company, only out of the assets and proceeds associated with this Series and shall not be entitled to receive any distributions out of, and shall have no rights or interests with regard to, the assets or proceeds associated with any other Series hereafter or heretofore established.
6. Voting Rights. Each Series Member shall have only the voting rights otherwise set forth in the Company Agreement; provided, however, that in no event shall Members of this Series be entitled to vote with respect to any matter that does not directly affect any of the assets, liabilities or interests of this Series.
6. Winding Up of Series. An event causing the winding up of this Series shall not be deemed an event causing the winding up of the Company. An event causing the winding up of the Company as provided in this Agreement shall be an event causing the winding up of this Series.
- (a) The occurrence of any of the events set forth below shall cause the winding up and liquidation of this Series, and upon the completion of the winding up and liquidation of this Series, the Series shall terminate, unless prior to the completion of the winding up and liquidation of the particular Series there has been a revocation of such event or a cancellation of such event pursuant to the provisions of Sections 101.618 and 101.619 of the Texas Business Organizations Code (the "TBOC"). The Members managing the Series must send a notice to the known claimants against the Series of the winding up and liquidation of the Series. The events requiring a winding up of this Series shall be the first to occur of the following:
- (i) an event causing the winding up of the Company;
 - (ii) a determination of the Members to wind up this Series and the approval of such determination by Series Members holding 51% of the total outstanding interests of such Series; or
 - (iii) a judicial determination pursuant to the provisions of TBOC Section 101.621.

(b) Unless the event is subject to a revocation or a cancellation pursuant to the provisions of TBOC Sections 101.618 and 01.619, the Series shall be wound up and liquidated pursuant to the provisions of TBOC Sections 101.617.

7. Company Agreement to Govern. Except to the extent otherwise provided in this Declaration, all of the respective rights and obligations of the Managers and Members of this Series shall be subject to the terms and conditions of the Company Agreement.

DATED and effective **FIELD(Date)**.

MEMBERS

FIELD(H1), MemberIFNOTBLANK(H2)

H3)

FIELD(H2), Member ENDIF IFNOTBLANK(

H4)

FIELD(H3), MemberENDIF IFNOTBLANK(

FIELD(H4), MemberENDIF

Attest:

IFNOTBLANK(H2) FIELD(H2)ELSE FIELD(H1)ENDIF , Secretary

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