

**LIMITED LIABILITY COMPANY
MANAGEMENT OPERATING AGREEMENT OF
Big Easy Services, LLC**

THIS AGREEMENT is made effective as of October 10, 2005 among the member(s) and the company.

- 1. Formation.** A limited liability company of the above name has been formed under the laws of the state of Louisiana by filing articles of organization with the secretary of state. The purpose of the business shall be to carry on any activity which is lawful under the jurisdiction in which it operates. The company may operate under a fictitious name or names as long as the company is in compliance with applicable fictitious name registration laws. The term of the company shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the company as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.
- 2. Members.** The initial member(s) shall be listed on Schedule A, which shall accompany and be made a part of this agreement. Additional members may be admitted to membership upon the unanimous consent of the current members. Transfer or pledge of a member's interest may not be made except upon consent of all members.
- 3. Contributions.** The initial capital contribution(s) shall be listed on Schedule A. No member shall be obligated to contribute any more than the amount set forth on Schedule A unless agreed to in writing by all of the members. No member shall have any personal liability for any debt, obligation, or liability of the company other than for full payment of his or her capital contribution. No member shall be entitled to interest on the capital contribution. Member voting rights shall be in proportion to the amount of their contributions.
- 4. Profit and Loss.** The profits and losses of the business, and all other taxable or deductible items shall be allocated to the members according to the percentages on Schedule A. Distributions of profits can be made to the member(s) at any time and in any amount, except where prohibited by law.
- 5. Distributions.** The company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.
- 6. Management.** The limited liability company shall be managed by the managers listed on schedule A. Any manager may bind the company in all matters in the ordinary course of company business. These managers may or may not be members of the company and each manager shall have an equal vote with other managers as to management decisions. Managers shall serve until resignation or death or until they are removed by a majority vote of the members. Replacement managers shall be selected by a majority vote of the members. Managers shall have no personal liability for expenses, obligations or liabilities of the company.
- 7. Registered Agent.** The company shall at all times have a registered agent and registered office. The initial registered agent and registered office shall be listed on Schedule A.
- 8. Assets.** The assets of the company shall be registered in the legal name of the company and not in the names of the individual members.
- 9. Records and Accounting.** The company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.
- 10. Banking.** The members of the company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up.
- 11. Taxes.** The company shall file such tax returns as required by law. The company shall elect to be taxed as a majority of the members decide is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be listed on Schedule A.

12. **Separate Entity.** The company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations, or liability of the company except as provided in this agreement.

13. **Indemnity and Exculpation.** The limited liability company shall indemnify and hold harmless its members, managers, employees, and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the company. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the company for acts done in good faith.

14. **Meetings.** The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.

15. **Amendment of this Agreement.** This agreement may not be amended except in writing signed by all of the members.

16. **Conflict of interest.** No member shall be involved with any business or undertaking which competes with the interests of the company except upon agreement in writing by all of the members.

17. **Deadlock.** In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

18. **Dissociation of a member.** A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The company shall have the right to buy the interest of any dissociated member at fair market value.

19. **Dissolution.** The company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the operation of the company.

20. **General Provisions.** This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors and assigns of the members.

21. **Miscellaneous.** _____

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 10th day of October, 2005.

[signature] Mahed

[signature] _____

[signature] Christophe C. Galdin

[signature] _____

[signature] [Signature]

[signature] _____

SCHEDULE A
TO LIMITED LIABILITY COMPANY
OPERATING OR MANAGEMENT AGREEMENT OF
Big Easy Services LLC

1. Initial member(s): The initial member(s) are:

Paula D. Baldwin
Christopher C. Baldwin
Brian J. Baldwin

2. Capital contribution(s): The capital contribution(s) of the member(s) is/are:

Paula D. Baldwin	0.00
Christopher C. Baldwin	0.00
Brian J. Baldwin	0.00

The startup capital for Big Easy Services LLC is being financed by a loan in the amount of \$38,000.00 from Charles and Lynn Baldwin. The loan is to be paid off with profits from Big Easy Services, LLC. Any further repayment will be from Brian J. Baldwin and Christopher C. Baldwin equally.

3. Profits and losses: The profits, losses, and other tax matters shall be allocated among the members in the following percentages:

Christopher C. Baldwin	50%
Brian J. Baldwin	50%

4. Management. The company shall be managed by:

Paula D. Baldwin
Christopher C. Baldwin
Brian J. Baldwin

5. Registered Agent: the initial registered agent and registered office of the company are:

Paula D. Baldwin
777 Hickory Street
Terrytown, LA 70056

6. The tax matters partner is:

Paula D. Baldwin
777 Hickory Street
Terrytown, LA 70056

**RESOLUTION
OF**

Big Easy Services LLC

A LIMITED LIABILITY COMPANY

RESOLVED that the company elects to be taxed as follows:

- a single member electing to disregard the separate entity
 a multiple member entity electing to be taxed as a partnership
 a multiple member entity electing to be taxed as a corporation

for tax purposes under the Internal Revenue Code and that the managers or managing members of the limited liability company are directed to file IRS Form 8832 and to take any further action necessary for the company to qualify for said tax status.

Members' Consent

The undersigned shareholders being all of the members of the above limited liability company hereby consent to the above tax election.

Date: October 10, 2005

Name of member	Percentage owned	Signature
Paula D Baldwin	33.4%	[signature] <u><i>Paula</i></u>
Christopher C. Baldwin	33.3%	[signature] <u><i>Christopher C. Baldwin</i></u>
Brian J. Baldwin	33.3%	[signature] <u><i>Brian J. Baldwin</i></u>
		[signature] _____

MINUTES OF A MEETING OF MEMBERS OF

Big Easy Services LLC

A meeting of the members of the company was held on October 10, 2005, at 777 Holyoke Place, Terrytown LA 70056.

The following were present, being all the members of the limited liability company:

<u>Paula D. Baldwin</u>	<u>Christopher C. Baldwin</u>
<u>Brian J. Baldwin</u>	

The meeting was called to order and it was moved, seconded, and unanimously carried that Christopher C. Baldwin act as Chairman and that Paula D. Baldwin act as Secretary.

After discussion and upon motion duly made, seconded, and carried the following resolution(s) were adopted:

A special allocation was made to allow that profits and losses of Big Easy Services LLC will be split as follows:

Christopher C. Baldwin	50%
Brian J. Baldwin	50%

Guaranteed payments will be made weekly beginning 12/6/05 as follows:

Christopher C. Baldwin	\$2,500.00 per week
Brian J. Baldwin	\$2,500.00 per week

Beginning January 2006, a monthly guaranteed payment in the amount of \$400.00 will be paid once per month to:

Christopher C. Baldwin
Brian J. Baldwin

There being no further business to come before the meeting, upon motion duly made, seconded, and unanimously carried, it was adjourned.

[signature] *Mald*
Secretary

Members:

[signature] *Baldwin*

[signature] *Christopher C. Baldwin*

[signature] *Mald*

[signature] _____

BANKING RESOLUTION OF

Big Easy Services LLC

The undersigned, being a member of the above limited liability company authorized to sign this resolution, hereby certifies that on the 10th day of October, 2005 the members of the limited liability company adopted the following resolution:

RESOLVED that the limited liability company open bank accounts with Hibernia Bank and that the members of the company are authorized to take such action as is necessary to open such accounts; that the bank's printed form of resolution is hereby adopted and incorporated into these minutes by reference; that any 1 of the following person(s) shall have signature authority over the account:

[Signature]

[Signature]

Christopher C. [Signature]

and that said resolution has not been modified or rescinded.

Date: October 10, 2005

[signature] [Signature]

Authorized member