

**ARTICLES OF ORGANIZATION  
OF  
Ra-Mill  
A LIMITED LIABILITY COMPANY**

I, the undersigned, am a natural person eighteen years of age or older. I am acting in the capacity of organizer of a limited liability company pursuant to the Texas Limited Liability Company Act. I hereby adopt the following Articles of Organization for a limited liability company.

**ARTICLE I  
NAME**

- 1.01 The name of the Limited Liability Company is Ra-Mill.

**ARTICLE II  
DURATION**

- 2.01 The period of the company's duration is perpetual.

**ARTICLE III  
PURPOSES**

3.01 The Limited Liability Company shall have the powers provided for a corporation under the Texas Business Corporation Act and a limited partnership under the Texas Revised Limited Partnership Act.

3.02 The purpose for which this limited liability company is organized is to transact any and all lawful business for which limited liability companies may be organized under the laws of Texas, including, but not limited to, the following:

- a. To carry on any business or any other legal or lawful activity allowed by law;
- b. To acquire, own, use, convey, and otherwise dispose of and deal in real or personal property or any interest therein;
- c. To manufacture, buy, sell, and generally deal in goods, wares and merchandise of every class and description;
- d. To buy, rent, sell, manufacture, produce, assemble, distribute, repair, and service any and all products or services in which the company desires to engage;

**GOVERNMENT  
EXHIBIT  
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- e. To do such other acts as are incidental to the foregoing or desirable in order to accomplish the purpose for which the company was formed; and
- f. To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.

3.03 The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this limited liability company by the laws of the State of Texas.

3.04 The company may, in its Regulations, confer powers, not in conflict with law, on its Managers and Members in addition to the foregoing and in addition to the powers and authorities expressly conferred on them by statute.

#### **ARTICLE IV PRINCIPAL PLACE OF BUSINESS**

4.01 The address of the company's principal place of business in this state is: 1100 Griffin Street West, Dallas, Texas 75215.

#### **ARTICLE V NAME AND ADDRESS OF INITIAL REGISTERED AGENT**

5.01 The company's initial Registered Agent is: Ray Jackson.

5.02 The address of the company's initial Registered Office is: 3811 Turtle Creek blvd., Suite 600, Dallas, Texas 75219.

#### **ARTICLE VI MANAGEMENT**

6.01 The company shall be managed by its Managers.

6.02 The names and addresses of the persons who are to serve as Managers until the first annual meeting of the company's Members or until successors are elected and qualified are:

<u>Name</u>	<u>Address</u>
Jibreel Rashad	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Desoto, Texas 75122

Rick Robertson

[REDACTED]  
Cedar Hill, Texas 75104

**ARTICLE VII  
ORGANIZER**

7.01 The name and address of the organizer is:

Name

Address

Jibreel Rashad

[REDACTED]  
Desoto, Texas 75122

**ARTICLE VIII  
REGULATIONS**

8.01 The Regulations will be adopted by the Managers.

8.02 The powers to alter, amend, or repeal the Regulations or adopt new Regulations is vested in the managers, subject to repeal or change by action of the Members.

**ARTICLE IX  
MAJORITY VOTING**

9.01 With respect to any matter, other than the election of the Managers, for which the affirmative vote of the holders of a specified portion of the membership interest entitled to vote is required by the Texas Limited Liability Company Act, and notwithstanding that such Act may require a portion of the membership interest entitled to vote that exceeds that specified in this Article, the act of the Members on that matter shall be the affirmative vote of the holders of a majority of the membership interest entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

## **ARTICLE X AUTHORITY**

10.01 The authority to acquire, mortgage, or dispose of property of the company is limited to the Managers.

## **ARTICLE XI INDEMNIFICATION**

11.01 The company shall indemnify every Manager, and the Managers' heirs, executors and administrators, against expenses actually and reasonably incurred by the Manager, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the Manager may be made a party by reason of having been a Manager of this limited liability company.

11.02 This indemnification is being given because the Manager will be requested by the company to act for and on behalf of the company and for the company's benefit.

11.03 This indemnification shall not be exclusive of other rights to which the Manager may be entitled.

11.04 The Managers shall be entitled to the fullest indemnification allowed by the current law or as the law may be amended hereafter.

11.05 Except as otherwise provided in the regulations, a Manager shall be liable to the company for the following actions:

- a. A breach of their duty of loyalty to the company, or to its Members;
- b. An act or omission that was taken in bad faith and which constitutes a breach of the Manager's duty to the company by an act that is grossly negligent, malicious, or intentional, as those terms are defined at law;
- c. A transaction in which the Manager benefits to the detriment of the company or its Members.
- d. An action for which the Manager is liable at law and for which an indemnification is not allowed.

## **ARTICLE XII COMPANY ACTIONS**

12.01 Any action required by the Texas Limited Liability Company Act, and any amendments thereto, may be taken at any annual or special meeting of Members of the Limited Liability Company or by:

- a. An affirmative vote of those persons having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all member or managers, as the case may be, entitled to vote on the action were present and voted; or
- b. Consent of each member of the limited liability company, which may be established by either the member's failure to object to the action in a timely manner, if the member has full knowledge of the action, consent to the action in writing signed by the member, or any other means reasonably evidencing consent.

12.02 Or any action which may be taken at any annual or special meeting of Members of the Limited Liability Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.

12.03 Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Texas Limited Liability Company Act, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

12.04 Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

### **ARTICLE XIII RESTRICTIONS ON ITS TRANSFERABILITY**

13.01 The membership interest of the Limited Liability Company will be subject to restrictions on its transferability as set out in the Regulations of the Limited Liability Company, which Regulations will be kept with the records of the Limited Liability Company.

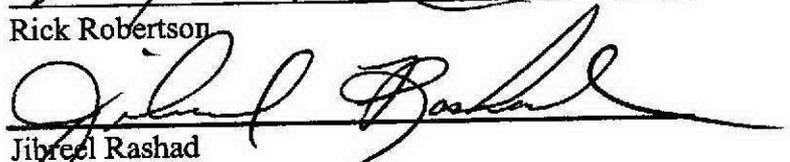
13.02 The Limited Liability Company will provide a copy of the Regulations without charge to any record holder of a membership interest upon written request addressed to the Limited Liability Company at its principal business office or its registered agent's address.

**ARTICLE XIV  
CONTINUITY OF BUSINESS**

14.01 Upon termination of the membership of the last remaining member, the legal representative or successor of the last remaining member, or the legal representative or successor's designee, may continue the business if, within 90 days after termination, the legal representative or successor of the last remaining member, or the legal representative or successor's designee, agrees to become a member and continue the company.

IN WITNESS WHEREOF, I have hereunto set my hand this 2<sup>nd</sup> day of December, 2004.

  
Rick Robertson

  
Jibreel Rashad

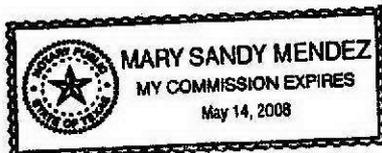
**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF Dallas

This instrument was acknowledged before me on 12/3/04, by Sandy Mendez.



  
NOTARY PUBLIC, STATE OF TEXAS