

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/27/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kellogg Brown & Root LLC	FORMERLY Kellogg Brown & Root, Inc.	04/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Landmark Graphics Corporation
Street Address:	2101 CityWest Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2528776	FIELDPLAN

CORRESPONDENCE DATA

Fax Number: (972)418-4501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 972-478-5127
 Email: carolyn.waldo@halliburton.com
 Correspondent Name: Carolyn S. Waldo
 Address Line 1: 2601 Beltline Road
 Address Line 2: 1-B-121
 Address Line 4: Carrollton, TEXAS 75006

NAME OF SUBMITTER:	Carolyn S. Waldo
Signature:	/carolyn s. waldo/

CH \$40.00 2528776

Date:

05/04/2006

Total Attachments: 50

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TRADEMARK ASSIGNMENT

WHEREAS, KELLOGG BROWN & ROOT LLC, a corporation of the State of Delaware, having an address at 4100 Clinton Drive, Houston, Texas 77020 (hereinafter called "ASSIGNOR") is the owner, by assignment or agreement, of all right, title and interest in and to the following United States Trademark Registration ("TRADEMARK").

<u>TRADEMARK</u>	<u>Registration No.</u>	<u>Registration Date</u>
FieldPlan	2528776	January 15, 2002

WHEREAS, LANDMARK GRAPHICS CORPORATION, a corporation of the State of Delaware, having a place of business at 2101 CityWest Blvd., Houston, Texas 77042 (hereinafter called "ASSIGNEE"), is desirous of acquiring the ASSIGNOR'S entire right, title and interest in and to said TRADEMARK and the goodwill connected therewith.

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby Sell, Assign, and Transfer to ASSIGNEE, its successors and assigns ASSIGNOR'S entire worldwide right, title and interest in and to said TRADEMARK together with the goodwill connected therewith, and the right to recover for past infringements of TRADEMARK, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives;

ASSIGNOR hereby covenants that it has the full right to convey the interest in said TRADEMARK herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances and perform all such other acts as may reasonably be required to transfer and assign all of ASSIGNOR'S right, title and interest in and to and under said TRADEMARK.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this assignment to be executed by its duly authorized officer as of this 22nd day of April, 2006.

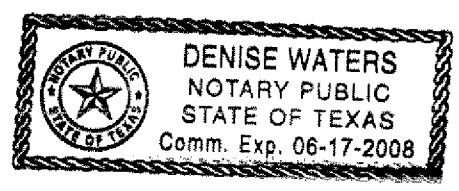
By: *James H. Lehmann*
James H. Lehmann
Sr. Vice President
KELLOGG BROWN & ROOT LLC

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James H. Lehmann, Sr. Vice President of KELLOGG BROWN & ROOT LLC, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of April, 2006.

Denise Waters
Notary Public



REVIEWED
LEGAL *SW*

CERTIFICATION OF KELLOGG BROWN & ROOT LLC

I, J ROBERT TAYLOR, do hereby certify that I am the duly elected Assistant Secretary of KELLOGG BROWN & ROOT LLC (successor to the rights and obligations of Kellogg Brown & Root, Inc. by virtue of merger effective December 31, 2005), a limited liability company (the "Company"), formed under the laws of the State of Delaware USA, and as Assistant Secretary, I have access to all original records of the Company and, in such capacity, I am authorized to execute this Certificate on behalf of the Company.

I FURTHER CERTIFY that effective December 31, 2005, Kellogg Brown & Root, Inc., a Delaware corporation and subsidiary of KBR Holdings, LLC, merged into KBRI TX-1 Newco, Inc., a Texas corporation and KBRI TX-1 Newco, Inc. was the survivor (Attachment 1); immediately thereafter, KBRI TX-1 Newco, Inc. merged with KBRI TX-2 Newco LLC, a Texas limited liability company, pursuant to the merger laws of the State of Texas to form each of KBRI TX-3 Newco, Inc., KBRI TX-5 Newco, Inc. (each a Texas corporation) and KBRI TX-4 Newco LLC (a Texas limited liability company), and in connection with such merger, all of the business, operations, assets and liabilities, rights and obligations, and contracts of the former Kellogg Brown & Root, Inc. were allocated to KBRI TX-4 Newco LLC, a Texas limited liability company (Attachment 2), including without limitation the agreements identified in Schedule 1 (the "KBR Inc. Project Agreements") but excluding the DE-2 Common Stock, the KBR Services Common Stock and the TX-1 California License (in each case as defined in the Agreement and Plan of Merger of KBRI TX-1 Newco, Inc. and KBRI TX-2 Newco, LLC dated December 20, 2005 (together the "Excluded Assets"), which assets were allocated to entities other than the Company through such merger; and immediately thereafter, KBRI TX-4 Newco Inc. merged into its affiliate KBRI DE-2 NEWCO, LLC, a Delaware LLC, and KBRI DE-2 NEWCO, LLC was the survivor (Attachment 3).

I FURTHER CERTIFY that Attachment 3.1 is a true and correct copy of the KBRI TX-1 Newco, Inc. Written consent of the Board of Directors of In Lieu of a Special Meeting dated December 12, 2005 approving the merger of KBRI TX-1 Newco, Inc and KBRI Newco TX-2, Inc.

I FURTHER CERTIFY that Attachment 3.2 is a true and correct copy of the KBRI TX-2 Newco LLC Written consent of the Sole Member of In Lieu of a Special Meeting dated December 12, 2005 approving the merger of KBRI TX-1 Newco, Inc and KBRI Newco TX-2 LLC.

I FURTHER CERTIFY that, as a result of the series of mergers described in the preceding paragraph and the name change described in the paragraph below, Kellogg Brown & Root LLC is the successor company of Kellogg Brown & Root, Inc., and all of its business, operations, assets and liabilities, rights, obligations, and contracts (including without limitation the KBR Inc. Project Agreements, but excluding the Excluded Assets) by operation of the merger laws of the State of Texas and the State of Delaware.

I FURTHER CERTIFY that on January 3, 2006, KBRI DE-2 NEWCO, LLC amended its Certificate of Formation changing its name to Kellogg Brown & Root LLC (Attachment 4).

I FURTHER CERTIFY that attached is a true and correct copy of the Limited Liability Company Agreement for KBRI DE-2 NEWCO, LLC (Attachment 5).

I FURTHER CERTIFY that Halliburton Company was the ultimate parent company of Kellogg Brown & Root, Inc. on December 31, 2005. As the ultimate parent company, Halliburton Company was the indirect owner of 100% of the shares of Kellogg Brown & Root, Inc. and after the restructuring that occurred on December 31, 2005, as described in this Certificate, Halliburton Company remains the indirect owner of 100% of the shares of Kellogg Brown & Root LLC. Other than as provided in the merger documents (Attachment 1), the legal relationships between Halliburton Company and Kellogg Brown & Root LLC are substantially the same as those that existed between Halliburton Company and Kellogg Brown & Root, Inc. prior to the December 31, 2005, restructuring.


IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Corporation this the 2nd day of May 2006.



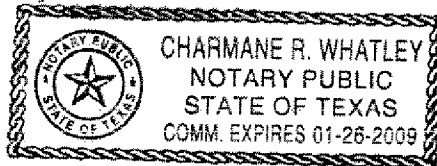
J ROBERT TAYLOR
Assistant Secretary

UNITED STATES OF AMERICA §
§
THE STATE OF TEXAS §

This instrument was acknowledged before me on May 2, 2006, by J Robert Taylor, Assistant Secretary of Kellogg Brown & Root LLC.



NOTARY in and for the State of Texas



ATTACHMENT 1

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

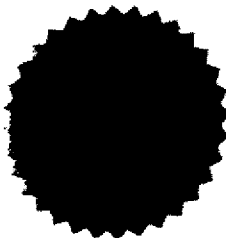
"KELLOGG BROWN & ROOT, INC.", A DELAWARE CORPORATION, WITH AND INTO "KBRI TX-1 NEWCO, INC." UNDER THE NAME OF "KBRI TX-1 NEWCO, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 3:13 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 11:40 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4082216 8100M

051048580



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4396773

DATE: 12-22-05

TRADEMARK

REEL: 003302 FRAME: 0821

CERTIFICATE OF MERGER

OF

KELLOGG BROWN & ROOT, INC.
(a Delaware corporation)

WITH AND INTO

KBRI TX-1 NEWCO, INC.
(a Texas corporation)

Pursuant to the provisions of Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), each of the undersigned corporations does hereby certify:

FIRST: That the name and state of incorporation of each of the constituent corporations are as follows:

<u>Name</u>	<u>State of Incorporation</u>
-------------	-------------------------------

Kellogg Brown & Root, Inc.	Delaware
KBRI TX-1 Newco, Inc.	Texas

SECOND: That an Agreement and Plan of Merger by and between Kellogg Brown & Root, Inc. ("KBR, Inc.") and KBRI TX-1 Newco, Inc. ("TX-1, Inc." or the "Surviving Corporation") (setting forth a plan of merger) has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of subsection (c) of Section 252 of Title 8 of the DGCL (the "Agreement of Merger").

THIRD: That the Surviving Corporation of the merger is TX-1, Inc.

FOURTH: That the Articles of Incorporation of the Surviving Corporation shall not be amended, restated or otherwise affected by the merger of KBR, Inc. with and into TX-1, Inc., and shall be the Articles of Incorporation of the Surviving Corporation until such time as they may be amended in accordance with applicable law.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation at 4100 Clinton Drive, Houston, Texas 77020.

SIXTH: That a copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either constituent corporation.

SEVENTH: That the Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any


HD003:1044614.3

constituent corporation of the State of Delaware, as well as for enforcement of any obligation of the surviving or resulting corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Title 8, Section 262 of the DGCL, and that the Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings and that the Secretary of State may mail a copy of any such process to the Surviving Corporation at 4100 Clinton Drive, Houston, Texas 77020.

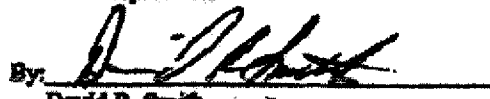
EIGHTH: That pursuant to Section 103(d) of the DGCL, this Certificate of Merger and the transactions contemplated hereby shall become effective at 11:40 p.m. EST and 10:40 p.m. CST on December 31, 2005

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate of Merger to be executed by an authorized officer thereof on its behalf as of December 29, 2005.

KELLOGG BROWN & ROOT, INC.,
a Delaware corporation

By: 
James H. Lehmann
Senior Vice President - Legal

KBR TX-1 NEWCO, INC.,
a Texas corporation

By: 
David R. Smith
Vice President



AGREEMENT AND PLAN OF MERGER

OF

KELLOGG BROWN & ROOT, INC.
(a Delaware corporation)

WITH AND INTO

KBRI TX-1 NEWCO, INC.
(a Texas corporation)

This Agreement and Plan of Merger (this "Plan of Merger") is entered into the 20th day of December, 2005, pursuant to Article 5.01 of the Texas Business Corporation Act (the "TBCA") and Section 258 of the Delaware General Corporation Law (the "DGCL"), by and between Kellogg Brown & Root, Inc., a Delaware corporation ("KBR, Inc."), and KBRI TX-1 Newco, Inc., a Texas corporation ("TX-1, Inc." or the "Surviving Entity"), said entities being hereinafter sometimes collectively called the "Constituent Entities."

WITNESSETH

WHEREAS, pursuant to its Certificate of Incorporation, KBR, Inc. is authorized to issue 20,000 shares of common stock, par value \$1.00 per share ("KBR Common Stock"). KBR, Inc. currently has 20,000 shares of KBR Common Stock issued and outstanding, each of which is entitled to one vote and all of which is held by KBR Holdings, LLC, a Delaware limited liability company ("KBR, LLC");

WHEREAS, pursuant to its Articles of Incorporation, TX-1, Inc. is authorized to issue 1,000 shares of common stock, par value \$1.00 per share ("TX-1 Common Stock"). TX-1, Inc. currently has 1,000 shares of TX-1 Common Stock issued and outstanding, each of which is entitled to one vote and all of which is held by KBR, LLC;

WHEREAS, the Board of Directors of KBR, Inc. has adopted resolutions approving the Merger of KBR, Inc. with and into TX-1, Inc., with TX-1, Inc. being the Surviving Entity (the "Merger"), upon the terms and conditions hereinafter set forth, approving this Plan of Merger and directing that this Plan of Merger be submitted to its sole stockholder, KBR, LLC, for approval in accordance with the applicable provisions of the TBCA and the DGCL and its constituent documents; and

WHEREAS, KBR, LLC, as the sole stockholder of KBR, Inc., has adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth, and approved this Plan of Merger in accordance with the applicable provisions of the TBCA and the DGCL and KBR, Inc.'s constituent documents;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the ownership interests of the capital stock of the

Surviving Entity and such other details and provisions of the Merger as are deemed necessary or desirable, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. At the Effective Time of the Merger contemplated by this Plan of Merger under the TBCA and the DGCL, the separate existence of KBR, Inc. shall cease, and KBR, Inc. shall be merged with and into TX-1, Inc. TX-1, Inc., as the Surviving Entity of the Merger, shall continue its corporate existence under the laws of the State of Texas. The Merger shall become effective at 10:40 p.m. CST and 11:40 p.m. EST on December 31, 2005, herein referred to as the "Effective Time of the Merger."

2. At the Effective Time of the Merger:

(a) The separate existence of KBR, Inc. shall cease and KBR, Inc. shall be merged with and into the Surviving Entity, with the effect as provided in the TBCA and the DGCL. For purposes of the TBCA and the DGCL, the Surviving Entity shall be allocated and vested in all rights, title and interest in all real estate and other property as well as all liabilities and obligations of KBR, Inc.

(b) The Articles of Incorporation of TX-1, Inc. immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Entity, a copy of which is attached hereto as Exhibit A (the "Articles of Incorporation"), until the same shall thereafter be altered, amended or repealed in accordance with applicable law and the Articles of Incorporation.

(c) The Bylaws of TX-1, Inc. immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Entity until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Certificate of Incorporation and said Bylaws.

(d) At the Effective Time of the Merger, (i) each share of KBR Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, cease to be outstanding, without any payment being made with respect thereto and (ii) each share of TX-1 Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be converted into and become one issued and outstanding share of common stock of the Surviving Entity.

(e) The assets, liabilities, reserves and accounts of KBR, Inc. at the Effective Time of the Merger shall be taken up on the books of the Surviving Entity at the amounts at which they are then carried on the books of KBR, Inc., subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(f) All corporate acts, plans, policies, approvals and authorizations of KBR, Inc., its sole stockholder, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to KBR, Inc.


3. KBR, Inc. hereby agrees that at any time, or from time to time, as and when requested by the Surviving Entity, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers or by the corresponding officers of the Surviving Entity, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action, as the Surviving Entity, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution to the Surviving Entity of any property, right, privilege or franchise pursuant to applicable law, or to vest or perfect in or confirm to the Surviving Entity, ~~its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests as a result of the Merger pursuant to applicable law, and otherwise to carry out the intent and purpose hereof.~~

4. No stockholder of KBR, Inc. will, as a result of the Merger, become personally liable, without his consent, for the liabilities or obligations of any other person or entity.

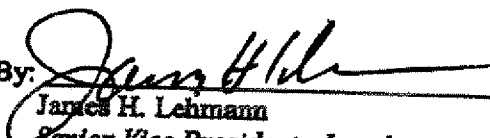
5. Anything herein or elsewhere to the contrary notwithstanding, (a) this Plan of Merger may be terminated and abandoned at any time prior to the Effective Time of the Merger by resolution of the Board of Directors of either KBR, Inc. or TX-1, Inc. for any reason deemed appropriate by said Board of Directors, and (b) to the extent permitted by law, this Plan of Merger may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of the Constituent Entities, and in the case of an interpretation, the actions of such respective Boards of Directors shall be binding.

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger as of the date first above written.

KBRI TX-1 NEWCO, INC.,
a Texas corporation

By: 
David R. Smith
Vice President

KELLOGG BROWN & ROOT, INC.,
a Delaware corporation

By: 
James H. Lehmann
Senior Vice President - Legal



ATTACHMENT 2

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

KBRI TX-1 Newco, Inc.
Domestic Business Corporation
[Filing Number: 800577781]

KBRI TX-2 Newco LLC
Domestic Limited Liability Company (LLC)
[Filing Number: 800577784]

Into

KBRI TX-3 Newco, Inc.
Domestic Business Corporation
[Filing Number: 800589093]

KBRI TX-5 Newco, Inc.
Domestic Business Corporation
[Filing Number: 800589095]

KBRI TX-4 Newco LLC
Domestic Limited Liability Company (LLC)
[Filing Number: 800589094]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 12/22/2005

Effective: 12/31/2005 10:45 pm

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 112432000003

TRADEMARK
REEL: 003302 FRAME: 0829

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 112432000003

TRADEMARK
REEL: 003302 FRAME: 0830

ARTICLES/CERTIFICATE OF MERGER

OF

KBRI TX-1 NEWCO, INC.

AND

KBRI TX-2 NEWCO LLC

FILED
In the Office of the
Secretary of State of Texas

DEC 22 2005

Corporations Section

In accordance with the provisions of Articles 5.01, 5.03 and 5.04 of the Texas Business Corporation Act (the "TBCA") and Article 10.01 of the Texas Limited Liability Company Act (the "TLLCA"), the undersigned constituent entities submit the following Articles/Certificates of Merger adopted for filing and hereby certify that:

1. The name, organizational form and state of incorporation, formation or organization of each of the constituent entities which are to merge are as follows:

<u>Name of Constituent Entity</u>	<u>Type of Constituent Entity</u>	<u>State of Incorporation, Formation or Organization</u>
KBRI TX-1 Newco, Inc.	Corporation	Texas
KBRI TX-2 Newco LLC	Limited Liability Company	Texas

2. The name, organizational form and state of incorporation, formation or organization of each surviving entity of the merger are as follows:

<u>Name of Surviving Entity</u>	<u>Type of Surviving Entity</u>	<u>State of Incorporation, Formation or Organization</u>
KBRI TX-3 Newco, Inc.	Corporation	Texas
KBRI TX-4 Newco LLC	Limited Liability Company	Texas
KBRI TX-5 Newco, Inc.	Corporation	Texas

3. The Agreement and Plan of Merger (the "Plan of Merger") by and between KBRI TX-1 Newco, Inc., a Texas corporation ("TX-1, Inc."), and KBRI TX-2 Newco LLC, a Texas limited liability company ("TX-2, LLC") (said entities being herein collectively called the "Constituent Entities"), providing for the merger of the Constituent Entities pursuant to which (a) both of the Constituent Entities cease to exist and (b) each of KBRI TX-3 Newco, Inc., a Texas corporation ("TX-3, Inc."), KBRI TX-4, LLC, a Texas limited liability company ("TX-4, LLC"), and KBRI TX-5 Newco, Inc., a Texas corporation ("TX-5, Inc.") (said entities being herein collectively called the "Surviving Entities"), are created and survive the merger (the "Merger"), has been approved, adopted, executed and acknowledged by each of the Constituent

Entities in accordance with the requirements of the TBCA and the TLLCA and their constituent documents.

4. The Board of Directors of TX-1, Inc. approved this Plan of Merger and directed that this Plan of Merger be submitted to KBR Holdings, LLC, its sole shareholder, for approval in accordance with the applicable provisions of the TBCA and the TLLCA and its constituent documents; and.

5. TX-1, Inc. has 1,000 issued and outstanding shares of common stock, par value \$1.00 per share ("TX-1 Common Stock"), and each such share of TX-1 Common Stock is entitled to one vote. KBR Holdings LLC is the sole shareholder of TX-1, Inc. and has approved the Plan of Merger by written consent. Such approval of the Plan of Merger by KBR Holdings, LLC has been given in accordance with the provisions of Article 9.10A of the TBCA and any written notice required by Article 9.10A of the TBCA has been provided.

6. TX-2, LLC has 1,000 issued and outstanding shares of common stock, par value \$1.00 per share ("TX-2 Common Stock"), and each such share of TX-2 Common Stock is entitled to one vote. TX-1, Inc., is the sole member of TX-2, LLC and has approved the Plan of Merger by written consent. Such approval of the Plan of Merger by TX-1, Inc. has been given in accordance with the provisions of the TLLCA.

7. The Plan of Merger has been duly authorized on behalf of each of the Constituent Entities and by all action required by the laws under which such Constituent Entities are incorporated or organized, as applicable, and by the constituent documents of each such Constituent Entity.

8. TX-1, Inc. has complied with the provisions of its Articles of Incorporation regarding furnishing its sole shareholder with copies or summaries of the Plan of Merger or notices regarding the Merger.

9. TX-2, LLC has complied with the provisions of its limited liability company agreement regarding furnishing its sole member with copies or summaries of the Plan of Merger or notices regarding the Merger.

10. The Merger shall become effective at 10:45 p.m. CST and 10:45 p.m. EST on December 31, 2005 (the "Effective Time of the Merger").

11. The Articles of Incorporation of TX-3, Inc., attached hereto as Exhibit A, shall be filed hereby with the Secretary of State of the State of Texas and shall become effective at the Effective Time of the Merger.

12. The Articles of Organization of TX-4, LLC, attached hereto as Exhibit B, shall be filed hereby with the Secretary of State of the State of Texas and shall become effective at the Effective Time of the Merger.

13. The Articles of Incorporation of TX-5, Inc., attached hereto as Exhibit C, shall be filed hereby with the Secretary of State of the State of Texas and shall become effective at the Effective Time of the Merger.

14. Each of the Surviving Entities will be jointly and severally responsible for the payment of all fees and franchise taxes assessed upon each of the Constituent Entities and the Surviving Entities, and each of the Surviving Entities will be jointly and severally obligated to pay such fees and franchise taxes if the same are not timely paid.

15. An executed copy of the Plan of Merger is on file at the principal place of business of each of the Surviving Entities at 4100 Clinton Drive, Houston, Texas 77020, and a copy of the Plan of Merger will be furnished by the Surviving Entities, upon written request and without cost, to any creditor, obligee, shareholder or member of the Surviving Entities or the Constituent Entities that are a party to the Plan of Merger.

IN WITNESS WHEREOF, the undersigned have duly executed these Articles/Certificate of Merger as of the 26th day of December, 2005.

KBRI TX-1 NEWCO, INC.,
a Texas corporation

By: _____

David R. Smith
Vice President

KBRI TX-2 NEWCO LLC,
a Texas limited liability company

By: _____

David R. Smith
Vice President



AGREEMENT AND PLAN OF MERGER

OF

KBRI TX-1 NEWCO, INC.,

AND

KBRI TX-2 NEWCO LLC

This Agreement and Plan of Merger (this "Plan of Merger") is entered into this 20 day of December 2005, pursuant to Articles 5.01, 5.03 and 5.04 of the Texas Business Corporation Act (the "TBCA") and Article 10.01 of the Texas Limited Liability Company Act (the "TLLCA"), by and between KBRI TX-1 Newco, Inc., a Texas corporation ("TX-1, Inc."), and KBRI TX-2 Newco LLC, a Texas limited liability company ("TX-2, LLC"), said entities being hereinafter sometimes together called the "Constituent Entities." As a result of the merger of the Constituent Entities, (a) the Constituent Entities will cease to exist and (b) the surviving entities will be KBRI TX-3 Newco, Inc., a Texas corporation ("TX-3, Inc."), KBRI TX-4 Newco LLC, a Texas limited liability company ("TX-4, LLC"), and KBRI TX-5 Newco, Inc., a Texas corporation ("TX-5, Inc."), said entities collectively hereinafter sometimes collectively called the "Surviving Entities."

WITNESSETH

WHEREAS, pursuant to its Articles of Incorporation, TX-1, Inc. is authorized to issue 1,000 shares of common stock, par value \$1.00 per share ("TX-1 Common Stock"). Each share of TX-1 Common Stock entitles the holder thereof to one vote. TX-1, Inc. currently has 1,000 shares of TX-1 Common Stock issued and outstanding, which shares are currently owned by KBR Holdings, LLC, a Delaware limited liability company ("KBR Holdings LLC");

WHEREAS, pursuant to its Limited Liability Company Agreement, TX-2, LLC, is authorized to issue 1,000 shares of common stock, par value \$1.00 per share ("TX-2 Common Stock"). TX-2, LLC currently has 1,000 shares of TX-2 Common Stock issued and outstanding, each of which is entitled to one vote and all of which is held by its sole member, TX-1, Inc.;

WHEREAS, the Board of Directors of TX-1, Inc. and the sole member of TX-2, LLC, adopted resolutions (a) approving the proposed merger of TX-1, Inc. and TX-2, LLC whereby (i) each of the Constituent Entities shall cease to exist and (ii) each of the Surviving Entities shall be created by and survive the merger (the "Merger") upon the terms and conditions hereinafter set forth and (b) approving this Plan of Merger in accordance with the applicable provisions of the TLLCA, TBCA and the constituent documents of the Constituent Entities;

WHEREAS, the Board of Directors of TX-1, Inc., and the sole member of TX-2, LLC, have adopted resolutions approving the Merger upon the terms and conditions hereinafter set forth.

WHEREAS, the Board of Directors of TX-1, Inc. approved this Plan of Merger and directed that this Plan of Merger be submitted to KBR Holdings, LLC, its sole shareholder, for

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approval in accordance with the applicable provisions of the TBCA and the TLLCA and its constituent documents; and

WHEREAS, by written consent and in accordance with the applicable provisions of the TBCA and the TLLCA and the constituent documents of TX-1, Inc., KBR Holdings, LLC has approved this Plan of Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the ownership interests of each of the Surviving Entities and such other details and provisions of the Merger as are deemed necessary or desirable, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

1. The Constituent Entities hereby adopt the Articles/Certificate of Merger between TX-1, Inc. and TX-2, LLC attached hereto as Exhibit A (the "Articles/Certificate of Merger") which shall be filed with the Secretary of State of the State of Texas.

2. When the Merger contemplated by this Plan of Merger becomes effective under the TBCA and the TLLCA, the Constituent Entities shall no longer exist and the Surviving Entities shall come into existence under the laws of the State of Texas. The Merger shall become effective at 10:45 p.m. CST and 11:45 p.m. EST on December 31, 2005, herein referred to as the "Effective Time of the Merger."

3. At the Effective Time of the Merger:

(a) Each of the Surviving Entities shall be separately created and thereafter shall continue as separate business entities.

(b) All shares of TX-1 Common Stock and all shares of TX-2 Common Stock shall be cancelled;

(c) All shares of common stock of TX-3, Inc., par value \$1.00 per share ("TX-3 Common Stock"), shall be issued to KBR Holdings, LLC, all shares of common stock of TX-4, LLC, par value \$1.00 per share ("TX-4 Common Stock"), shall be issued to TX-3, Inc. and all shares of common stock of TX-5, Inc., par value \$1.00 per share ("TX-5 Common Stock") shall be issued to TX-4, LLC.

(d) The Articles of Incorporation of TX-3, Inc., attached hereto as Exhibit B, shall be filed with the Secretary of State of the State of Texas as part of the Articles/Certificate of Merger and will be effective as of the Effective Time of the Merger.

(e) The Articles of Organization of TX-4, LLC, attached hereto as Exhibit C, shall be filed with the Secretary of State of the State of Texas as part of the Articles/Certificate of Merger and will be effective as of the Effective Time of the Merger.

(f) The Articles of Incorporation of TX-5, Inc., attached hereto as Exhibit D, shall be filed with the Secretary of State of the State of Texas as part of the Articles/Certificate of Merger and will be effective as of the Effective Time of the Merger.

(g) All rights, title and interests formerly of TX-1, Inc. to (i) that certain promissory note of principal amount of \$1,000,000,000 dated as of December 15, 2003 by and between DII Industries, LLC, a Delaware limited liability company, as obligor (the "Obligor"), and Kellogg Brown and Root, Inc., a Delaware corporation ("KBR, Inc.") and predecessor of TX-1, Inc., as holder (the "Note"), (ii) all of the 1,000 shares of common stock, par value \$1.00 per share, of KBRI DE-2, LLC, a Delaware limited liability company (the "DE-2 Common Stock") and (iii) all 18,000 shares of common stock, par value \$100.00, per share, of Kellogg Brown & Root Services, Inc., a Delaware corporation (the "KBR Services Common Stock"), shall be allocated to and vested in TX-3, Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred; TX-3, Inc. shall thenceforth be responsible and liable for all liabilities and obligations (contingent or otherwise) attributable to holding the Note and owning the DE-2 Common Stock and the KBR Services Common Stock at any time before, at or after the Effective Time of the Merger; any claim or action or proceeding by or against TX-3, Inc. as holder of the Note or owner of the DE-2 Common Stock or the KBR Services Common Stock may be prosecuted as if the Merger had not taken place; and neither the rights of creditors nor any liens upon the property of TX-1, Inc. shall be impaired by the Merger.

(h) All rights, title and interests formerly of TX-1, Inc. to that certain active license issued by the Contractors State License Board of the State of California to KBR, Inc. (predecessor of TX-1, Inc.), License number 604182 (the "TX-1 California License"), shall be allocated to and vested in TX-5, Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred; TX-5, Inc. shall thenceforth be responsible and liable for all liabilities and obligations (contingent or otherwise) attributable to the ownership or use of the TX-1 California License at any time before, at or after the Effective Time of the Merger; any claim or action or proceeding by or against TX-5, Inc. in connection with the ownership or use of the TX-1 California License may be prosecuted as if the Merger had not taken place; and neither the rights of creditors nor any liens upon the property of TX-1, Inc. shall be impaired by the Merger.

(i) All rights, title and interests to all of the assets and the liabilities and obligations formerly of TX-1, Inc., excluding (i) the Note, (ii) the DE-2 Common Stock, (iii) the KBR Services Common Stock and the (iv) the TX-1 California License (the "Remaining TX-1 Assets and Liabilities") shall be allocated to and vested in TX-4, LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred but subject to any existing liens or other encumbrances thereon; TX-4, LLC shall thenceforth be responsible and liable for all liabilities and obligations (contingent or otherwise) attributable to the ownership, operation or use of the Remaining TX-1 Assets and Liabilities at any time before, at or after the Effective Time of the Merger; any claim or action or proceeding by or against TX-4, LLC in connection with the ownership, operation or use of the Remaining TX-1 Assets and Liabilities may be prosecuted as if the Merger had not taken place; and neither the rights of creditors nor any liens upon the property of TX-1, Inc. shall be impaired by the Merger.

(j) All rights, title and interests to all of the assets and the liabilities and obligations formerly of TX-2, LLC (the "TX-2 Assets and Liabilities") shall be allocated to and vested in TX-4, LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred but subject to any existing liens or other encumbrances thereon; TX-4, LLC shall thenceforth be responsible and liable for all liabilities and obligations (contingent or otherwise) attributable to the ownership, operation or use of the TX-2 Assets and Liabilities at any time before, at or after the Effective Time of the Merger; any claim or action or proceeding by or against TX-4, LLC in connection with the ownership, operation or use of the TX-2 Assets and Liabilities may be prosecuted as if the Merger had not taken place; and neither the rights of creditors nor any liens upon the property of TX-2, LLC shall be impaired by the Merger.

4. All acts, plans, policies, contracts, approvals and authorizations of TX-1, Inc. and its officers and agents in connection with the Note, the DE-2 Common Stock, the KBR Services Common Stock, the TX-1 California License and the Remaining TX-1 Assets and Liabilities, which were valid and effective immediately prior to the Effective Time of the Merger, shall be as effective and binding on the Surviving Entities, as applicable, after the Merger as the same were effective and binding on TX-1, Inc. prior to the Merger.

5. All acts, plans, policies, contracts, approvals and authorizations of TX-2, LLC and its officers and agents in connection with the TX-2 Assets and Liabilities, which were valid and effective immediately prior to the Effective Time of the Merger, shall be as effective and binding on TX-4, LLC as the same were effective and binding on TX-2, LLC prior to the Merger.

6. Each of the Constituent Entities hereby agrees that at any time, or from time to time, as and when requested by any of the Surviving Entities, or by any of the Surviving Entity's successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its authorized officers all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action, as any of the Surviving Entities, or their respective successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution to any of the Surviving Entities of any property, right, privilege or franchise pursuant to applicable law, or to vest or perfect in or confirm to any of the Surviving Entities, their respective successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests as a result of the Merger pursuant to applicable law, and otherwise to carry out the intent and purpose hereof.

7. No shareholder of TX-1, Inc., TX-3, Inc. or TX-5, Inc. or any member of TX-2, LLC or TX-4, LLC will, as a result of the Merger, become personally liable for the liabilities or obligations of any other person or entity unless such shareholder or member, as the case may be, consents to becoming personally liable by action taken in connection with this Plan of Merger.

8. Anything herein or elsewhere to the contrary notwithstanding, (a) this Plan of Merger may be terminated and abandoned at any time prior to the Effective Time of the Merger by resolution of the Board of Directors of TX-1, Inc. or by resolution of the sole member of TX-2, LLC, for any reason deemed appropriate by such Board of Directors or sole member, as applicable, and (b) to the extent permitted by law, this Plan of Merger may be amended, supplemented or interpreted at any time by action taken by the Board of Directors or the sole


member, as applicable, and in the case of an interpretation, the actions of such Board of Directors or sole member, as applicable, shall be binding.

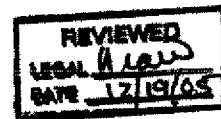
IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger as of the date first above written.

KBRI TX-1 NEWCO, INC.,
a Texas corporation

By: 
David R. Smith
Vice President

KBRI TX-2 NEWCO LLC,
a Texas limited liability company

By: 
David R. Smith
Vice President



ATTACHMENT 3

Delaware

PAGE 1

The First State

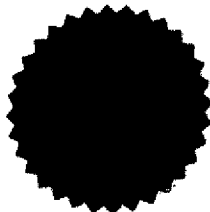
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"KBRI TX-4 NEWCO LLC", A UNITED STATES CORPORATION,
WITH AND INTO "KBRI DE-2 NEWCO, LLC" UNDER THE NAME OF "KBRI DE-2 NEWCO, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2005, AT 7:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2005, AT 11:50 O'CLOCK P.M.

4069826 8100M

051055947



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4402229

DATE: 12-23-05

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CERTIFICATE OF MERGER

OF

KBRI TX-4 NEWCO LLC
(a Texas Limited Liability company)

WITH AND INTO

KBRI DE-2 NEWCO, LLC
(a Delaware Limited Liability)

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"), each of the undersigned limited liability companies does hereby certify:

FIRST: That the name and state of formation of each of the constituent limited liability companies are as follows:

<u>Name</u>	<u>State of Formation</u>
KBRI TX-4 Newco LLC	Texas
KBRI DE-2 Newco, LLC	Delaware

SECOND: That an Agreement and Plan of Merger (the "Agreement of Merger") by and between KBRI TX-4 Newco LLC ("TX-4 LLC") and KBRI DE-2 Newco, LLC ("DE-2, LLC" or the "Surviving LLC") (setting forth a plan of merger) has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies in accordance with the provisions of subsection (b) of Section 18-209 of the DLLCA.

THIRD: That the Surviving LLC of the merger is DE-2, LLC.

FOURTH: That the Limited Liability Company Agreement of DE-2, LLC shall not be affected by the merger of TX-4, LLC with and into DE-2, LLC (the "Merger") and shall be the Limited Liability Company Agreement of the Surviving LLC, until such time as it may be amended in accordance with applicable law.

FIFTH: That the Certificate of Formation of DE-2, LLC shall not be otherwise affected by the merger of KBRI TX-4 Newco LLC with and into DE-2, LLC, and shall be the Certificate of Formation, as amended, of the Surviving LLC until such time as it may be amended in accordance with applicable law.

SIXTH: That the executed Agreement of Merger is on file at the principal place of business of the Surviving LLC at 4100 Clinton Drive, Houston, Texas 77020.

HOLDS:1048775.3

SEVENTH: That a copy of the Agreement of Merger will be furnished by the Surviving LLC, on request and without cost, to any member of either constituent limited liability company.

EIGHTH: That pursuant to subsection (c) of Section 18-209 of the DLLCA, this Certificate of Merger and the transactions contemplated hereby shall become effective at 11:50 p.m. EST and 10:50 p.m. CST on December 31, 2005.

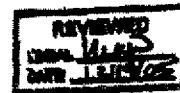
IN WITNESS WHEREOF, each of the undersigned limited liability companies has caused this Certificate of Merger to be executed by an authorized officer thereof on its behalf as of December 20, 2005.

KBRI DE-2 NEWCO, LLC,
a Delaware limited liability company

By: 
David R. Smith
Vice President

KBRI TX-4 NEWCO LLC,
a Texas limited liability company

By: 
David R. Smith
Vice President



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

KBRI TX-4 Newco LLC
Domestic Limited Liability Company (LLC)
[Filing Number: 800589094]

Into

KBRI DE-2 NEWCO, LLC
Foreign Limited Liability Company (LLC)
Delaware, USA
[Filing Number: 800582407]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated: 12/22/2005

Effective: 12/31/2005 10:50 pm



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709

TTY: 7-1-1
Document: 112432150003

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ARTICLES OF MERGER

OF

KBRI TX-4 NEWCO LLC
(a Texas limited liability company)

WITH AND INTO

KBRI DE-2 NEWCO, LLC
(a Delaware limited liability company)

FILED
In the Office of the
Secretary of State of Texas

DEC 22 2005
Corporations Section

Pursuant to the provisions of Article 10.01 *et seq.* of the Texas Limited Liability Company Act (the "TLLCA"), KBRI TX-4 Newco LLC, a Texas limited liability company ("TX-4, LLC."), and KBRI DE-2 Newco, LLC, a Delaware limited liability company ("DE-2, LLC"), hereby execute and adopt the following Articles of Merger providing for the merger of TX-4, LLC with and into DE-2, LLC, with DE-2, LLC to continue in existence following the merger as the surviving limited liability company (the "Merger"), and certify as follows:

1. TX-4, LLC is a Texas limited liability company and DE-2, LLC is a Delaware limited liability company.
2. A plan of merger relating to the Merger is contained in the Agreement and Plan of Merger by and between DE-2, LLC and TX-4, LLC (the "Merger Agreement").
3. DE-2, LLC shall be the surviving limited liability company of the Merger. The name of DE-2, LLC following the Merger shall not be affected by the Merger and shall be the name of the surviving entity.
4. The Limited Liability Company Agreement of DE-2, LLC shall not be affected by the Merger and shall be the Limited Liability Company Agreement of the surviving limited liability company.
5. The Certificate of Formation of DE-2, LLC shall not be affected by the Merger and shall be the Certificate of Formation of the surviving limited liability company.
6. An executed copy of the Merger Agreement is on file at the principal place of business of the surviving limited liability company in Texas at 4100 Clinton Drive, Houston, Texas 77020.
7. Following the Merger, a copy of the Merger Agreement will be furnished by DE-2, LLC, on request and without cost, to any member of TX-4, LLC or DE-2, LLC who was a member of such entity at the time of the Merger.

8. KBRI TX-3 Newco, Inc., a Texas corporation as the sole member of TX-4, LLC, has approved the Merger Agreement and the Merger in accordance with the Limited Liability Company Agreement of TX-4, LLC and the TLLCA.

9. KBRI TX-3 Newco, Inc., a Texas corporation as the sole member of DE-2, LLC, has approved the Merger Agreement and the Merger in accordance with the Limited Liability Company Agreement of DE-2, LLC and the Delaware Limited Liability Company Act.

9. The Merger Agreement and the performance of its terms were duly authorized by all actions required by the laws of the States of Texas and Delaware and by the constituent documents of each of DE-2, LLC and TX-4, LLC.

11. DE-2, LLC will be responsible for the payment of all fees and franchise taxes of the merged companies and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

12. These Articles of Merger and the transactions contemplated hereby shall become effective at 10:50 p.m. CST and 11:50 p.m. EST on December 31, 2005.

IN WITNESS WHEREOF, each of the undersigned limited liability companies has caused these Articles of Merger to be executed by an authorized officer thereof on its behalf as of December 22, 2005.

KBRI TX-4 NEWCO LLC,
a Texas limited liability company

By: KBRI TX-3 Newco, Inc.,
a Texas corporation and its sole member

By: David R. Smith
David R. Smith
Vice President

KBRI DE-2 NEWCO, LLC,
a Delaware limited liability company

By: KBRI TX-3 Newco, Inc.,
a Texas corporation and its sole member

By: David R. Smith
David R. Smith
Vice President



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ATTACHMENT 3.1

KBRI TX-1 NEWCO, INC.
WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF A SPECIAL MEETING
DECEMBER 12, 2005

In accordance with the Texas Business Corporation Act, the undersigned, being all of the duly elected and acting Directors of KBRI TX-1 Newco, Inc., a Texas corporation, does hereby consent to the corporate actions as hereinafter set forth and direct that such actions shall, without a Directors meeting, become effective with the same force and effect as if a meeting had been duly and regularly convened and said actions had been voted upon and adopted by the unanimous, affirmative vote of all of the duly elected and acting Directors.

By and with the unanimous consent of the undersigned Directors, being the only Directors who would have been entitled to vote thereon if a Directors meeting had been held in lieu of the consent, the following resolutions are hereby and duly and regularly adopted and shall have the same force and effect as though acted upon in a duly convened Directors meeting:

RESOLVED, that the Board of Directors of KBRI TX-1 Newco, Inc. (the "Company"), does hereby declare it advisable and in the Company's best interest to merge the Company and KBRI TX-2 Newco, LLC, a Texas limited liability company ("TX-2"), whereby the Company and TX-2 cease to exist and KBRI TX-3 Newco, Inc., a Texas corporation, KBRI TX-4 Newco, LLC, a Texas limited liability company and KBRI TX-5 Newco, Inc., a Texas corporation are created by and survive the merger (the "Merger") upon the terms and conditions set forth in the Agreement and Plan of Merger of KBRI TX-1 Newco, Inc. and KBRI TX-2 Newco, LLC, (herein after referred to as the "Agreement" and attached hereto as Exhibit A).

RESOLVED, that the Merger be and is hereby approved and shall become effective the 31st day of December, 2005 at 10:45 p.m. CST and 11:45 p.m. EST (the "Effective Time");

RESOLVED, that the President or any Vice President of the Company ("Authorized Officers"), be, and each of them hereby is, authorized to execute and deliver, for, in the name and on behalf of the Company, the Agreements and each instrument required to consummate the transactions contemplated thereby, and such Authorized Officers be, and they hereby are, authorized to make such changes or amendments in the Agreement or any such instruments as the Authorized Officer executing the same may deem appropriate; and further

RESOLVED, that, upon due execution by the other parties thereto, the Authorized Officers of the Company be, and they hereby are, authorized to cause the Company to perform its obligations pursuant to the Agreement; and further

RESOLVED, that the Authorized Officers of the Company be, and they hereby are, directed to make and execute Articles/Certificate of Merger, and to cause the same to be filed with the Secretary of State of the State of Texas and to cause certified copies thereof to be filed any other state or country as may be required; and to do all acts and things whatsoever, whether within or without the State of Texas which may be in any way necessary or proper to effect said merger.

This Consent may be executed by the members of the Board of Directors in any number of counterparts, no one or more of which needs to be executed by more than one of the Directors; and when this Consent has been executed by each of the Directors and the Secretary of the Company has been so notified, each of such counterparts shall be deemed an original and all of such counterparts together shall constitute one and the same instrument to become effective as of the Effective Time. The Secretary of the Company is instructed to file such counterparts, when received, in the records of the Company.


Albert O. Cornelison, Jr.

W. Preston Holsinger



David R. Smith

Approved
Law Department
By: _____
Date: _____

REVIEWED
LEGAL 
DATE 12/17/05

RESOLVED, that the Authorized Officers of the Company be, and they hereby are, directed to make and execute Articles/Certificate of Merger, and to cause the same to be filed with the Secretary of State of the State of Texas and to cause certified copies thereof to be filed any other state or country as may be required; and to do all acts and things whatsoever, whether within or without the State of Texas which may be in any way necessary or proper to effect said merger.

This Consent may be executed by the members of the Board of Directors in any number of counterparts, no one or more of which needs to be executed by more than one of the Directors; and when this Consent has been executed by each of the Directors and the Secretary of the Company has been so notified, each of such counterparts shall be deemed an original and all of such counterparts together shall constitute one and the same instrument to become effective as of the Effective Time. The Secretary of the Company is instructed to file such counterparts, when received, in the records of the Company.


Albert O. Cornelison, Jr.


W. Preston Holsinger


David R. Smith

Corp Sec
Review


Approved
Law Department
By: _____
Date: _____

REVIEWED
LEGAL 
DATE 12/17/05

ATTACHMENT 3.2

**KBRI TX-2 NEWCO LLC
WRITTEN CONSENT OF THE SOLE MEMBER
IN LIEU OF A SPECIAL MEETING
DECEMBER 12, 2005**

The undersigned, being the sole member of KBRI TX-2 Newco LLC, a Texas limited liability company (hereinafter referred to as the "Company"), does hereby take the actions set forth as follows:

RESOLVED, that the sole member of KBRI TX-2 Newco LLC (the "Company"), does hereby declare it advisable and in the Company's best interest to merge the Company and KBRI TX-1 Newco, Inc., a Texas corporation ("TX-1") whereby the Company and TX-1 cease to exist and KBRI TX-3 Newco, Inc., a Texas corporation, KBRI TX-4 Newco, LLC, a Texas limited liability company and KBRI TX-5 Newco, Inc., a Texas corporation are created by and survive the merger (the "Merger") upon the terms and conditions set forth in the Agreement and Plan of Merger of KBRI TX-1 Newco, Inc. and KBRI TX-2 Newco, LLC, (herein after referred to as the "Agreement" and attached hereto as Exhibit A).

RESOLVED, that the Merger be and is hereby approved and shall become effective the 31st day of December, 2005 at 10:45 p.m. CST and 11:45 p.m. EST (the "Effective Time");

RESOLVED, that the President or any Vice President of the Company ("Authorized Officers"), be, and each of them hereby is, authorized to execute and deliver, for, in the name and on behalf of the Company, the Agreements and each instrument required to consummate the transactions contemplated thereby, and such Authorized Officers be, and they hereby are, authorized to make such changes or amendments in the Agreement or any such instruments as the Authorized Officer executing the same may deem appropriate; and further

RESOLVED, that, upon due execution by the other parties thereto, the Authorized Officers of the Company be, and they hereby are, authorized to cause the Company to perform its obligations pursuant to the Agreement; and further

RESOLVED, that the Authorized Officers of the Company be, and they hereby are, directed to make and execute Articles/Certificate of Merger, and to cause the same to be filed with the Secretary of State of the State of Texas and to cause certified copies thereof to be filed in any other state or country as may be required; and to do all acts and things whatsoever, whether within or without the State of Texas and which may be in any way necessary or proper to effect said merger.

WITNESS the undersigned executed this consent to be effective on the date first written above.



KBRI TX-1 NEWCO, INC.

By: *David R. Smith*
David R. Smith, Vice President

ATTACHMENT 4

Delaware

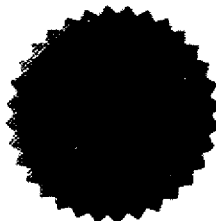
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "KBRI DE-2 NEWCO, LLC", CHANGING ITS NAME FROM "KBRI DE-2 NEWCO, LLC" TO "KELLOGG BROWN & ROOT LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2006, AT 9:57 O'CLOCK A.M.

4069826 8100

060000498



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4420245

DATE: 01-04-06

TRADEMARK

REEL: 003302 FRAME: 0853

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:08 AM 01/03/2006
FILED 09:57 AM 01/03/2006
SRV 060000498 - 4069826 FILE

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**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
KBRI DE-2 NEWCO, LLC**

KBRI DE-2 NEWCO, LLC, a limited liability company (the "Company") organized and existing under and by virtue of the Delaware Limited Liability Company Act (the "DLLCA"), hereby adopts this Certificate of Amendment to the Certificate of Formation, which amends its Certificate of Formation, as described below, and does hereby further certify that:

The second paragraph of the Certificate of Formation of the Company is hereby amended as follows:

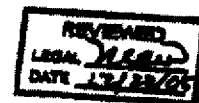
Name: The name of the limited liability company is Kellogg Brown & Root LLC.

This Certificate of Amendment of the Certificate of Formation shall be effective on January 3, 2006.

IN WITNESS WHEREOF, the Company has caused this certificate to be executed this 3rd day of January, 2006.

KBRI DE-2 NEWCO, LLC

By: 
David R. Smith
Vice President



ATTACHMENT 5

**LIMITED LIABILITY COMPANY AGREEMENT
OF
KBRI DE-2 NEWCO, LLC**

This Limited Liability Company Agreement (this "Agreement") of **KBRI DE-2 NEWCO, LLC**, is entered into by KBRI TX-1 NEWCO, INC., a Texas limited liability company ("KBRI-TX"), in connection with the formation of a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (§ 18-201) (the "Act") with the effect as set forth therein.

1. **Formation; Admission.** KBRI DE-2 NEWCO, LLC has been formed as a Delaware limited liability company under the provisions of the Act by filing a Certificate of Formation with the Secretary of State of the State of Delaware.
2. **Name.** The name of the limited liability company is KBRI DE-2 NEWCO, LLC (the "Company");
3. **Purpose.** The purpose for which the Company is organized is to transact or carry on any and all lawful business activities in which limited liability companies organized under the Act may engage or participate.
4. **Term.** The term of the Company shall be perpetual, unless it is dissolved sooner as a result of: (a) the written election of the Member (as hereinafter defined) or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
5. **Registered Office.** The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
6. **Registered Agent.** ~~The name of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company.~~
7. **Principal Office.** The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at 4100 Clinton Drive, Houston, Texas 77020.
8. **Governmental Filings.** The Board of Directors of the Company ("Board of Directors" or "Directors") shall cause the Company to execute all certificates and other instruments conforming with this Agreement that are necessary or appropriate to comply with applicable laws of the jurisdictions in which the Company conducts business.
9. **No State-Law Partnership.** The Member intends that the Company not be a partnership (including a limited partnership) or joint venture for any purposes, and this Agreement may not be construed to suggest otherwise.

10. **Member.** Effective as of the effective date, KBRI-TX was admitted to the Company as the sole member thereof (the Member[®]). The name and the mailing address of the Member is as follows:

KBRI TX-1 NEWCO, INC.
4100 Clinton Drive
Houston, Texas 77020

11. **Membership Shares, Capital Contributions, Financing and Distributions.**

- (a) **Membership Shares.** The equity interest in the Company (including, without limitation, the Member's "limited liability company interests," as defined in the Act) shall be issued in share increments. The total number of shares that the Company shall have authority to issue is 1000. There shall be one class of shares, designated as "common stock", par value \$1.00 per share ("Shares"). Each Share shall be entitled to one vote and shall otherwise be identical in all respects with each other Share. The ownership of the only Shares initially outstanding is as set forth below:

<u>Name</u>	<u>Ownership</u>
KBRI TX-1 NEWCO, INC.	1000

- (b) **Section 18-702(c) of the Act.** The Member's ownership interest in the Company is evidenced by a certificate of limited liability company interest that has been issued to the Member pursuant to Section 18-702(c) of the Act.
- (c) **Transfer of Shares.** The Member may assign its Shares in whole or in part. Upon an assignment of Shares in part, the assignee shall not become a member of the Company unless this Agreement has theretofore been amended to make provision for multiple members of the Company. Upon an assignment of Shares in whole, the assignee shall become, in substitution for and to the exclusion of the assignor, the sole member of the Company, with all of the attendant rights and powers and subject to all of the attendant restrictions and liabilities if such assignee (or a representative of such assignee authorized in writing by such assignee) executes this Agreement or any other writing evidencing the intent of such assignee to become such member of the Company.
- (d) **Capital Contributions.** The Member may make capital contributions to the Company at such times and in such amounts as may be determined by the Member, but the Member shall have no obligation to do so.
- (e) **Distributions.** Subject to the provisions or limitations of the Act, the Company shall make distributions of cash and other assets to the Member at such times and in such amounts as determined by the Member.

- (f) **Resignation.** The Member may resign upon not less than six months prior written notice to the Company at its registered office as then set forth in the Company's certificate of formation filed in the Office of the Secretary of State of Delaware and to each manager at the principal executive offices of the Company. Any such resignation shall be with the effect provided in Section 18-604 of the Act.

12. **Management.**

- (a) **Directors.** Subject to the provisions of the Act and any limitations in this Agreement as to action required to be authorized or approved by the Member, including without limitation subsection (e) of Section 11 herein, the business and affairs of the Company shall be managed and all its powers shall be exercised by or under the direction of the Board of Directors.
- (b) **Number, Classes and Qualifications of Directors.**
- (i) The authorized number of Directors which shall constitute the Board of Directors shall be one or more. The Member shall designate all Directors.
- (ii) The Member shall be entitled to designate any Director as chairman of the Board of Directors.
- (c) **Removal of Directors.** Any Director or the entire Board of Directors may be removed at any time, with or without cause, by the Member.
- (d) **Majority Consent.** A majority vote or, in the circumstances referred to in subsection (l) of Section 12, a unanimous written consent of the Board of Directors shall be required to authorize or approve any actions of the Board of Directors.
-
- (e) **Vacancies; Resignations.**
- (i) A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director or if the authorized number of Directors shall be increased.
- (ii) Any Director may resign effective upon the giving of written notice to the Member, unless the notice specifies a later time for the effectiveness of such resignation.
- (iii) Upon the occurrence of a vacancy in the Board of Directors, the Member shall appoint or elect a successor or successors to the departing Director or Directors, to take office effective

upon the departure of the vacating Director or Directors or at such later time as shall be designated by the Member.

- (f) Initial Directors. The initial Directors to hold office from and after the date of this Agreement until their respective resignations or removal pursuant to this Agreement and until their respective successors are appointed and qualified pursuant to this Agreement, are as follows:

Albert O. Cornelison, Jr.
W. Preston Holsinger
David R. Smith

- (g) Compensation of Directors. Directors of the Company shall be entitled to such compensation as shall be approved by the Member.

- (h) Meetings of Directors. Meetings of the Board of Directors for any purpose or purposes may be called at any time by any Director. Notice of the time and place of each meeting shall be delivered personally or by telephone to each Director, or sent by first-class mail, courier service or facsimile transmission or by electronic mail, charges prepaid, addressed to such Director at his or her address as it appears upon the records of the Company or, if it is not so shown on the records and is not readily ascertainable, at his or her last known address. In case such notice is mailed, it shall be deposited in the United States mail at least seven days prior to the time of the holding of the meeting. In case such notice is delivered by any other method as above provided, it shall be so delivered at least 48 hours prior to the time of the holding of the meeting. Confirmation of delivery by courier, facsimile transmission or electronic mail shall constitute conclusive evidence of such delivery. Any notice given personally or by telephone may be communicated either to each Director or to a person at such Director's office who the person giving the notice has reason to believe will promptly communicate it to such Director. Delivery to a Director of notice of the time and place of a meeting of Directors by any of the means specified in this subsection shall constitute due, legal and personal notice to such Director. The notice need not specify the purpose of the meeting.

- (i) Quorum; Alternates; Participation in Meetings By Conference Telephone Permitted; Vote Required for Action.

- (i) Except as hereinafter provided, presence of 50% or more of the authorized number of Directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business.
- (ii) Each Director shall have one vote. Each Director may, by written notice given to the chairman of the Board of Directors,

appoint an alternate to attend and vote at meetings, or at any particular meeting, if the Director is unable to attend. The presence of an alternate at any meeting shall be deemed to be presence of the Director at such meeting for all purposes, and the vote of such alternate shall be deemed to be the vote of the relevant Director. No Director may vacate or avoid the vote of any duly appointed alternate on behalf of such Director, or other Director voting on his or her behalf, after the close of the meeting at which such vote is made; *provided, however,* that this provision shall not preclude the Director from changing his or her vote if the matter should subsequently be resubmitted to the Board of Directors for its consideration. If the Director who appointed an alternate shall nevertheless attend that meeting, the appointment of such alternate shall be ineffective for such meeting, and the alternate shall have no right to be present or to participate in that meeting.

- (iii) Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all Directors participating in such meeting can communicate with and hear one another.
- (iv) Every act or decision done or made by a vote required hereunder shall be regarded as the act of the Board of Directors.
- (j) Place of Meetings. Meetings of the Board of Directors shall be held at any place within or without the State of Delaware that has been designated from time to time by the Board of Directors. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the Company.
- (k) Waiver of Notice: Consent to Meeting. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the Company's records and made a part of the minutes of the meeting.
- (l) Action by Board of Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors 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 Directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a

meeting at which all the Directors entitled to vote thereon were present and voted. Such written consent or consents may be in counterparts and transmitted by facsimile or electronic mail and shall be filed with the minutes of the proceedings of the Board of Directors. Such actions by written consent shall have the same force and effect as a vote of the Board of Directors.

- (m) Managers. Each of the Directors shall constitute a "manager" within the meaning of that term set forth in Section 18-402 of the Act.

13. Officers.

(a) Appointment and Tenure.

(i) The Board of Directors may, from time to time, designate one or more officers of the Company to carry out the day-to-day business of the Company.

(ii) The officers of the Company shall be comprised of one or more individuals designated from time to time by the Board of Directors. Each officer shall hold his offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Board of Directors.

(iii) The Board of Directors may designate (A) a president, chief executive officer, a secretary and a treasurer; (B) one or more vice presidents, assistant secretaries, and assistant treasurers; and (C) such other officers and assistant officers and agents as the Directors shall deem necessary.

(b) Removal. Any officer may be removed as such at any time by the Board of Directors, either with or without cause.

(c) President/Chief Executive Officer. The president, if one is designated, shall be the chief executive officer of the Company, shall, subject to the authority of the Member and of the Board of Directors, have general and active management of the day-to-day business and affairs of the Company as authorized from time to time by the Board of Directors and shall be authorized and directed to implement all orders, resolutions and business plans adopted by the Directors.

(d) Vice Presidents. Unless otherwise determined by the Board of Directors, the vice presidents, if any are designated, shall, in the

absence or disability of the president but in the order of their seniority, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

(e) Secretary; Assistant Secretaries. The secretary, if one is designated, shall perform such duties and have such powers as the Board of Directors may from time to time prescribe. Unless otherwise determined by the Board of Directors, the assistant secretaries, if any are designated, shall, in the absence or disability of the secretary but in the order of their seniority, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

(f) Treasurer; Assistant Treasurers. The treasurer, if one is designated, shall have custody of the Company's funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated from time to time by the Board of Directors. The treasurer shall disburse the funds of the Company as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president or to the Board of Directors, when so directed, an account of all his or her transactions as treasurer and of the financial condition of the Company. The treasurer shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe. If required by the Board of Directors, the treasurer shall give the Company a bond of such type, character and amount as the Directors may require. Unless otherwise determined by the Board of Directors, the assistant treasurers, if any are designated, shall, in the absence or disability of the treasurer but in the order of their seniority, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

14. Liability to Third Parties. Except as otherwise expressly provided by the Act, neither the Member nor any of the Directors nor any officer of the Company shall be obligated personally for the debts, obligations or liabilities of the Company solely by reason of being a member or acting as a manager or an officer of the Company.
15. Exculpation. Notwithstanding anything to the contrary set forth in this Agreement, no Director or officer of the Company shall be liable to the Company, the Member or any other person for monetary damages for breach of fiduciary duty as such

Director or officer; *provided, however*, that this provision shall not eliminate or limit the liability of a Director or an officer for (i) any breach of the Director's or officer's duty of loyalty to the Company and its Member, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) any transaction from which the Director or officer derived an improper personal benefit.

16. **Indemnification.**

- (a) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was an officer, Director or manager of the Company, and may indemnify any such person who was or is a party or is threatened to be made a party to any such action, suit or proceeding by reason of the fact that he or she is or was an employee or agent of the Company, or in either case is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person (i) did not act in good faith, (ii) did not act in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Company or (iii), with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- (b) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was an officer, Director or manager of the Company, and may indemnify any such person who was or is a party or is threatened to be made a party to any such action, suit or proceeding by reason of the fact that he or she is or was an employee or agent of the Company, or in either case is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees actually and reasonably

incurred by him or her in connection with the defense or settlement of such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless and only to the extent that the Court of Chancery or the court in which such action, suit or proceeding shall have been brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

- (c) To the extent that any such person referred to in this Section 16 has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsection (a) or (b) of this Section 16, or in the defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.
- (d) Except in those instances where the provisions of subsection (c) of this Section 16 are applicable, or unless ordered by a court, any indemnification under subsections (a) and (b) hereof shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such person referred to in this Section 16 is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) and (b) of this Section 16. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Member.
- (e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the manager, director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Section 16.
- (f) The rights to indemnification provided by this Section 16 shall not be deemed exclusive of any other rights to which any person referred to in this Section 16 may be entitled under this Agreement or any

statute, agreement, determination of the Member, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and such rights to indemnification shall continue as to any such person who has ceased to act in any capacity hereinabove named in this Section 16 and shall inure to the benefit of the heirs, executors and administrators of such person.

17. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.
18. **Tax Characterization.** The Company shall be treated as an entity disregarded as separate from its owner, KBR Holdings, LLC, pursuant to Treasury Regulation § 301.7701-3.
19. **Bankruptcy of the Member.** The Member shall not cease to be a Member of the Company by virtue of the occurrence of any of the events listed in Section 18-304 of the Act.
20. **Effective Time.** This Agreement shall become effective, in accordance with Section 18-201(d) of the Act, on December 1, 2005.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Limited Liability Company Agreement this 1st day of December 2005.

KBRI TX-1 NEWCO, INC.

By: 
David R. Smith, Vice President

