

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

SECURITIES AND EXCHANGE	§	
COMMISSION	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
THURMAN P. BRYANT, III and	§	
BRYANT UNITED CAPITAL FUNDING, INC.	§	Case 04:17-CV-00336-ALM
	§	
Defendants,	§	
	§	
And	§	
	§	
ARTHUR F. WAMMEL,	§	
WAMMEL GROUP, LLC,	§	
THURMAN P. BRYANT, JR.,	§	
CARLOS GOODSPEED a/k/a SEAN PHILLIPS	§	
d/b/a TOP AGENT ENTERTAINMENT d/b/a/	§	
MR. TOP AGENT ENTERTAINMENT	§	
	§	
Relief Defendants.	§	

**RECEIVER’S EX PARTE EMERGENCY MOTION TO EXPAND THE RECEIVERSHIP  
AND ASSET FREEZE AGAINST THE WAMMEL DEFENDANTS, FOR TEMPORARY  
RESTRAINING ORDER, AND FOR PRELIMINARY INJUNCTION**

Jennifer Ecklund, the Court-appointed Receiver (the “**Receiver**”) for Thurman P. Bryant, III and Bryant United Capital Funding, Inc. (collectively, the “**Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”) in the above-captioned case (the “**Case**”), by and through undersigned counsel, hereby files this *Ex Parte Emergency Motion to Expand the Receivership and Asset Freeze Against the Wammel Defendants, for Temporary Restraining Order, and for Preliminary Injunction and Brief in Support* (the “**Motion**”).

## I. INTRODUCTION

Finding that there was good cause to believe that they had committed securities fraud, this Court imposed a receivership over Thurman P. Bryant, III and Bryant United Capital Funding, Inc. (“**BUCF**”) (collectively, Bryant and BUCF, the “**Receivership Defendants**”). The Receivership Defendants, however, used and worked in concert with a number of other entities and parties to effectuate the fraud. The Receivership Defendants and the Wammel Defendants (defined below) created interlocking Ponzi schemes that were symbiotic in nature—using the investors from one Ponzi scheme to pay off the other Ponzi scheme investors. Although BUCF and the Wammel Group have different investors, due to the interdependent nature of the Ponzi schemes created by the Receivership Defendants and the Wammel Defendants, the Receiver cannot unwind one without also unwinding the other. The level of interaction between the Receivership Defendants and the Wammel Defendants requires that the Wammel Defendants now be included.

The Receiver moves the Court to expand the Receivership so that the following are placed in receivership and made subject to the asset freeze:

- Relief Defendant Arthur F. Wammel (“**Wammel**”);
- Wammel Group Holdings Partnership (“**WGHP**”); and
- Wammel Group, LLC (the “**Wammel Group**,” together with Wammel and WGHP, the “**Wammel Defendants**”).

As more fully set forth in this Motion, the Receiver’s *Ex Parte* Emergency Motion should be granted because (1) the Wammel Defendants participated in the fraud with the Receivership

Defendants, and (2) the Wammel Defendants are affiliated with the Receivership Defendants.

Supporting evidence includes the following:

- **The Receivership Defendants and the Wammel Defendants were intertwined.** The Receivership Defendants and the Wammel Defendants created a virtual spider's web of interlocking entities that they utilized in connection with the investment scheme out of which this case arises.
- **The Wammel Defendants received significant transfers from the Receivership Defendants.** The Wammel Defendants received over \$16.2 million from BUCF from 2011 to date.
- **The Wammel Defendants commingled BUCF investors funds with Wammel Group investor funds.** The Wammel Defendants used the majority of the \$16.2 million of BUCF investor capital received, commingled with \$28.6 million in funds raised from the Wammel Defendants' own investors, to fund speculative options and securities trading.
- **The Wammel Defendants dissipated assets.** The Wammel Defendants have dissipated over \$7 million in investor monies since December 2016.
- **Like Bryant, Wammel personally benefitted.** Wammel benefitted personally by transferring or withdrawing over \$5 million in investors funds received by the Wammel Group.
- **Wammel held various positions at BUCF and was aware of representations made to BUCF investors.** Wammel knew that Bryant communicated to BUCF investors that such monies would be used in the mortgage industry. Bryant communicated to Wammel the investment options he offered to BUCF investors. He further communicated to Wammel that BUCF investors were promised returns of 30%.
- **Wammel and Bryant falsified documents.** Wammel and Bryant coordinated the falsification of multiple documents. For example, acting as an employee of the Bryant entities, Wammel falsified documents for Bryant's personal benefit to purchase assets. Bryant also falsified documents for Wammel to solicit investor.
- **The Wammel Defendants violated the Receivership Order and TRO.** By dissipating BUCF assets, the Wammel Defendants violated (1) Judge Mazzant's *Order Appointing Receiver* ("**Receivership Order**") [Dkt. No. 17 at ¶ 16], and (2) Judge Mazzant's *Ex Parte Order Granting Motion for Temporary Restraining Order Preliminary Injunction, Asset Freeze, Appointment of Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency Relief, and Setting Hearing Date on Plaintiff's Preliminary-Injunction Motion* (the "**TRO**") [Dkt.

No. 16 at ¶ 15]. The Receivership Order and TRO required an accounting and forbade the dissipation or removal of any BUCF assets.

- **Wammel pled the Fifth Amendment and has failed to preserve evidence.** In response to the SEC's discovery, Wammel pled the Fifth Amendment. Additionally, the Receiver was only recently made aware that the computer used by the Wammel Defendants to transact business is no longer available.

This requested relief is necessary to preserve, locate, and marshal the BUCF records and assets. Without it, the Receivership will be irreparably harmed by the continuing evaporation of assets. The requested relief furthers the public interest in that it will improve the percentage of recovery to investors and creditors of BUCF and in that it will bring to light the actions of the Wammel Defendants in their violations of the Receivership Order and TRO. The requested relief by the Receiver preserves the status quo and outweighs any harm accruing to the Wammel Defendants, which harm, if any, was occasioned by their own actions in participation in the scheme and disregarding the Receivership Order and TRO. Finally, the Receiver is likely to succeed on the merits of her causes of action for fraudulent transfer, conversion, civil conspiracy, and breach of fiduciary duty.

The Receiver's ultimate goal is to gather all of the available assets and to distribute those assets equitably among all of the investors and creditors. It simply makes sense to have all of the assets, including cash, property, and all of the claims related to the underlying fraud, in the same place. By formally including the Wammel Defendants in the receivership and asset freeze, the Court can ensure that it has the authority and the assets to make an equitable distribution.

## II. BACKGROUND

### A. Course of Judicial Proceedings

1. On May 15, 2017, Plaintiff, the Securities and Exchange Commission (“SEC”), filed its application for the appointment of a receiver for Defendants, Thurman P. Bryant, III and Bryant United Capital Funding, Inc. (the “SEC Application”).

2. Specifically, Bryant and BUCF promised investors their funds would be safely preserved in secure escrow accounts and used for the sole purpose of serving as proof of funds to enable BUCF to secure a line of credit with which to pursue a mortgage-related investment program resulting in 30% returns. As Bryant, BUCF, and Wammel knew, these promises were false. No secure escrow accounts existed, and there was no mortgage-related investment program. Complaint, Dkt. No. 1 (the “Complaint”), at ¶ 3. In reality, and directly contrary to representations they made, the Receivership Defendants commingled investor funds in a single deposit account controlled by Bryant, from which he, among other things, (a) funneled approximately \$16.2 million to the Wammel Defendants; (b) misappropriated \$4.8 million to fund his personal living expenses; (c) transferred \$1.37 million to Relief Defendant Goodspeed; and (d) paid out at least \$140,000 to Relief Defendant Bryant, Jr., all without investors’ consent or knowledge. *Id.*

3. On May 15, 2017, after the Court’s review of the SEC Application and upon the Court’s conclusion that the Court has subject matter jurisdiction over this case and personal jurisdiction over the Defendants, the Court determined that entry of an order appointing a receiver over the Defendants was both necessary and appropriate to marshal, conserve, hold and operate all of the Defendants’ assets pending further order of the Court. Accordingly, the Court entered the Receivership Order on May 15, 2017, naming Jennifer Ecklund as the Receiver over the Receivership Estates. The same day, the Court entered the TRO.

4. The Receivership Order provided the following in paragraph 16:

All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, an[y] of the Receivership Defendants that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall: (A) Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants except upon instructions from the Receiver; (B) Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without permission of this Court; (C) Within five (5) business days of receipt of that notice, file with the Court and serve on the Receiver and counsel for the SEC a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date or receipt of the notice; and, (D) Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

5. Understanding that funds rightfully belonging to BUCF may surreptitiously be in the possession of third parties, the TRO provided the following in paragraph 15:

Defendants and their officers, agents, servants, employees, attorneys, *and all persons* in active concert or participation with them who receive actual notice of this Order by personal service or otherwise are restrained and enjoined from, directly or indirectly, making any payment or expenditure of funds, incurring any additional liability (including, specifically, by advance on any line of credit and any charges on any credit card), or effecting any sale, gift, hypothecation or other disposition of any asset, pending provision of sufficient proof to the Court of sufficient funds or assets to satisfy all claims alleged in the SEC's Complaint . . . . (emphasis added)

6. The SEC negotiated and the Court entered on [June 2, 2017] the *Agreed Order Granting Preliminary Injunction and Other Relief* [Dkt No. 27] (the "**Agreed Preliminary Injunction**") among Defendant Bryant, the Receiver, and the SEC.

7. On June 8, 2017, the Wammel Relief Defendants filed an Answer to the Complaint [Dkt. No. 29].

8. On June 9, 2017, Relief Defendant Thurman P. Bryant, Jr. filed an Answer to the Complaint [Dkt. No. 30].

9. On July 10, 2017, Bryant filed an Answer to the Complaint [Dkt. No. 40]. Pursuant to the Receivership Order, the Receiver is charged with marshaling and preserving all the assets of the Defendants.

10. After the TRO was granted, the SEC provided notice of the Receivership Order and TRO to the Wammel Defendants.

11. On June 2, 2017, the Receiver provided notice of the Preliminary Injunction to the Wammel Defendants. *See* June 16, 2017 E-mail from Receiver's Counsel K. Clark to the Wammel Defendants' Counsel T. Galloway (attaching Preliminary Injunction, attached hereto as **Exhibit A-30**).

12. Since her appointment, the Receiver has conducted an initial review of the Receivership Defendants' and Wammel Defendants' businesses and has started her investigation into their business model. *See* Declaration of J. Ecklund at ¶ 4, attached hereto as **Exhibit A**.

13. Likewise, the Receiver has taken steps to collect, marshal, and take control over the Receivership assets pursuant to this Court's directives. *Id.* The Receiver incorporates, as if fully set forth herein, her Initial Status Report, filed June 14, 2017 [Dkt. No. 32], which details the work the Receiver performed in accordance with the Receivership Order in the first thirty days following her appointment.

**B. The Wammel Defendants Participated in the Fraud with the Receivership Defendants**

14. Bryant and Wammel have a long history of working together dating back to 2007—first through Bryant's mortgage company, then creating separate investment schemes that

depended on and related to one another. Exhibit A, Declaration of J. Ecklund (“**Ecklund Declaration**”) at ¶ 7.

15. Since at least March 2011, BUCF and Bryant, BUCF’s CEO and President, have raised approximately \$22.7 million from approximately 100 investors in Texas and other states, through materially false and misleading statements and omissions. Complaint at ¶ 2.

16. Since at least 2011, Wammel Group and Wammel, Wammel Group’s owner, have raised approximately \$28.6 million from approximately 16 investors. Complaint at ¶ 48. In addition, Bryant invested over \$16.2 million in BUCF investor funds in Wammel Group. Exhibit A, Ecklund Declaration at ¶ 9.

**i. The Receivership Defendants and the Wammel Defendants were intertwined.**

17. The Receivership Defendants and the Wammel Defendants created a web of interlocking entities that they utilized in connection with the investment scheme out of which this case arises. Exhibit A, Ecklund Declaration at ¶ 5.

18. One entity—BUCF—offered and sold securities to investors. Complaint at ¶ 2. Other entities—Bryant United Holdings, Inc. dba Bryant United, dba Bryant Financial, dba Bryant United Realtors (“**BUH**”),<sup>1</sup> WGHP, and the Wammel Group—acted as conduits through which investor money flowed. Each of these entities was owned or controlled by Bryant and/or Wammel who worked in concert to defraud investors. Exhibit A, Ecklund Declaration at ¶ 6. Each should formally be part of the receivership.

19. As reflected in the documents and bank records obtained and reviewed by the Receiver, her counsel, and her forensic accountants, (1) investors would transfer money to

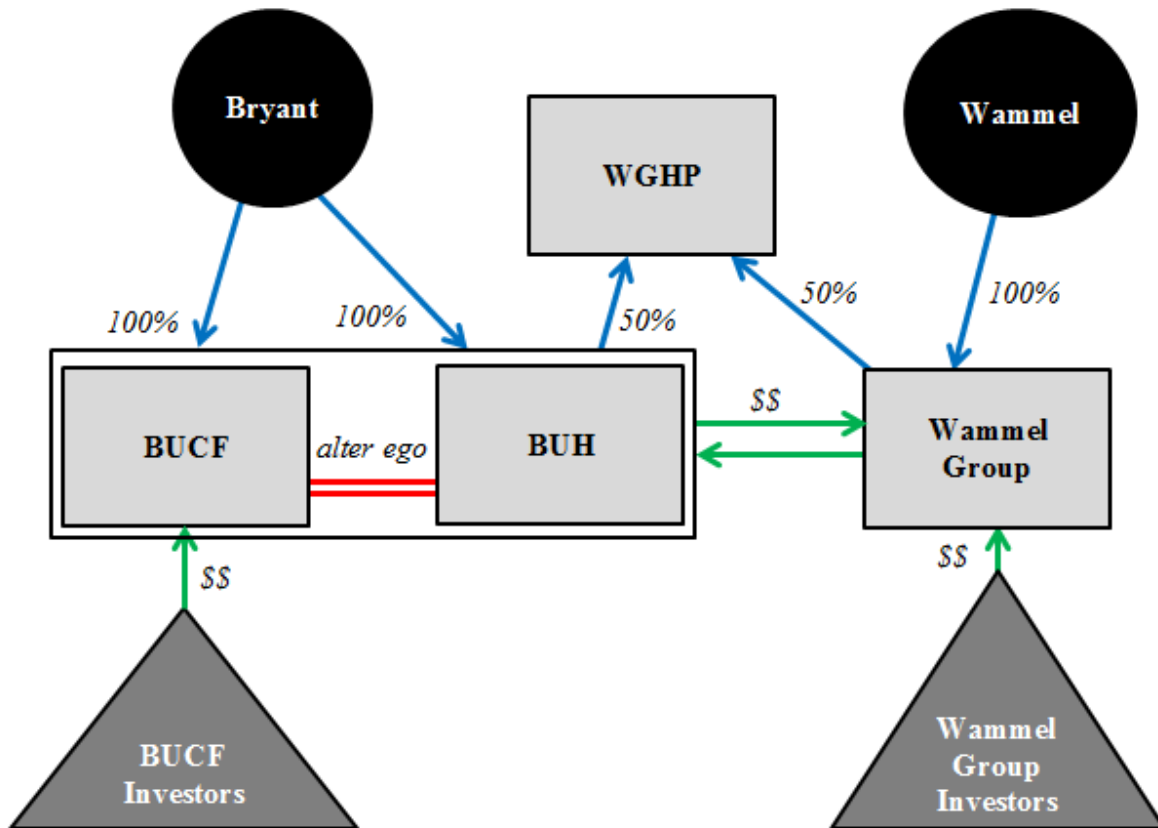
---

<sup>1</sup> See BUH National Mortgage Licensing System Details (listing Bryant Financial and BUCF as “Other Trade Names” for BUH), attached hereto as **Exhibit A-28**; see also Bryant Financial Financial Statements dated March 31, 2012 (“Bryant United Holdings, Inc./dba Bryant Financial”), attached hereto as **Exhibit A-41**.



BUCF, (2) BUCF would transfer money to the Wammel Group, (3) the Wammel Group would commingle such monies with the Wammel Group investor funds, and (4) the Wammel Group would eventually transfer funds back to BUCF. Exhibit A, Ecklund Declaration at ¶ 8; Exhibit B, Declaration of B. Kleinman (“**Kleinman Declaration**”) at ¶ 6.

20. The chart below is a simplified graphic of the entities involved in the scheme and how funds from investors flowed through the Receivership Defendants and Wammel Defendants:



21. In transferring monies between the entities, the Wammel Group and BUCF would “counterbalance,” which is necessary to understand in order to obtain an accurate picture of the full amount of transfers between BUCF and the Wammel Group.

22. For example, in December 2016 the Wammel Group reported that it was transferring \$697,405.00 back to BUCF in purported returns. *See* December 1, 2016 E-mail from A. Wammel to T. Bryant, attached hereto as **Exhibit A-22**. In the same communication, the Wammel Group reported the receipt from BUCF of an additional \$50,000.00 in BUCF initial investments. *See id.*

23. Thus, the Wammel Group counterbalanced and then only reported a deposit of the difference between the \$697,405.00 and \$50,000.00, \$647,405.00, from the Wammel Group to the BUCF account. *See id.* Failure to account for such counterbalancing could result in an understatement in the funds transferred from BUCF to the Wammel Group. Such counterbalancing further evidences the failure of the entities to accurately account for transfers between the entities.

24. According to records seized by the Receiver, Bryant and Wammel created a separate entity in furtherance of the fraud (linking Wammel to the Bryant and BUCF fraud). This entity—WGHP—was owned as follows:

Name	Capital Contribution and % Ownership Interest
Bryant United Holdings, Inc.	\$200,000.00 at 50%
Wammel Group, LLC	\$0.00 at 50%

*See* General Partnership Agreement of Wammel Group Holdings Partnership, attached hereto as **Exhibit A-11**,<sup>2</sup> *see also* Activity Statements related to the partnership created by the Receivership Defendants and Wammel Defendants from June 2010 through March 2014 corresponding with the above ownership interests and confirming the above venture (the

---

<sup>2</sup> Although no executed version of the WGHP agreement has been produced to-date, Wammel sent the WGHP to Bryant for his signature in 2010. *See* August 18, 2010 E-mail from A. Wammel to T. Bryant attaching WGHP Partnership Agreement, attached hereto as **Exhibit A-29** (BUCFN00514304).

“**Activity Statements**”), attached hereto as **Exhibit A-12**. The General Partnership Agreement reflects that the “Business of the Partnership” as:

The purpose and character of the business of the Partnership shall be to invest in stocks, options, and various [derivative] contracts and to engage in any and all activities related or incidental to carrying out the foregoing, and to conduct and engage in any and all activities permitted by law in furtherance of the business of the Partnership.

*See id.*

25. As reflected in the Activity Statements, titled “Activity Statement of Bryant United Holdings, Inc.” (which actually detail and confirm the partnership between the Receivership Defendants and the Wammel Defendants), the following terms are used to show transfers purportedly between BUH and the Wammel Group (which are actually between BUCF and the Wammel Group):

- “Initial Investment[s],”
- “Gross Monthly Income,”
- “Withdrawals,”
- “Ownership,” and
- “Account Activity.”

*See* Activity Statements, attached hereto as **Exhibit A-12**. Such Activity Statements were sent by Wammel to Bryant on a monthly basis. *See* March 31, 2014 E-mail from A. Wammel to T. Bryant, attaching March 2014 Activity Statement, attached hereto as **Exhibit A-13**.

26. Furthermore, monthly balances of the “Initial Investment[s]” and “Account Activity” from such Activity Statements tie to BUCF’s bank records, further linking the Wammel Defendants to the underlying fraud and proving that BUH was, in fact, the alter ego of BUCF. *See id*; *see* Veritas Comparison of Bryant United Holding, Inc. Activity Statements and

Transfers Between BUCF and the Wammel Group, attached hereto as **Exhibit B-1**; *see also* Exhibit B, Kleinman Declaration at ¶ 5.

27. Although the Activity Statements are titled for BUH, they actually reflect the activities of WGHP and represent monies flowing from BUCF to the Wammel Group. These Activity Statements and the Receiver's Forensic Accountants' analyses of the same support that BUH and WGHP were knowingly used by Bryant and Wammel as a conduit for BUCF investor funds to further the investment scheme.

28. When Bryant began operating through BUCF, he notified Wammel. *See* July 25, 2011 E-mail from T. Bryant to A. Wammel providing him with the new BUCF entity and bank information, attached hereto as **Exhibit A-18** (BUCFN00185156).

29. Wammel used Bryant's investor agreement template to create his own agreement for Wammel Group investors. *See* August 23, 2013 E-mail from T. Bryant to A. Wammel (sending Wammel the BUCF investor contract), attached hereto as **Exhibit A-35** (BUCFN00334975).

30. Bryant and Wammel worked closely together, using all of their entities interchangeably, and frequently failed to differentiate in or distinguish between who worked for what entity. *See* Exhibit A, Ecklund Declaration at ¶ 7. For example, Bryant created statements for Wammel Group and Wammel created documents and statements for BUH and BUCF. *See* August 15, 2013 E-mail from T. Bryant to A. Wammel creating Wammel Group monthly statements, attached hereto as **Exhibit A-19** (BUCFN00815160-83); *see* February 14, 2013 E-mail from A. Wammel to T. Bryant (discussing creating pay stub), attached hereto as **Exhibit A-20** (BUCFN00294331); *see also*, February 14, 2013 E-mail from A. Wammel as CFO to Keller Williams Realty regarding T. Bryant, attached hereto as **Exhibit A-21** (BUCFN00294396).

31. The nature of the structure and operations between the Receivership Defendants and the Wammel Defendants reflects that they were interdependent.

**ii. The Wammel Defendants received significant transfers from the Receivership Defendants.**

32. From July 2011 through April 2017, BUCF transferred \$16,229,944 from BUCF to the Wammel Group.<sup>3</sup> See Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group, attached hereto as **Exhibit B-2**; see also Exhibit B, Kleinman Declaration at ¶ 10. The returns or earnings expected to be transferred back to BUCF from the Wammel Group for the benefit of investors based upon documentation and representations provided to BUCF investors would be an additional \$11,825,997 (*i.e.* 30% return on investment). When combined with the initial investment of \$16.2 million the total amount of funds that should have been returned equals \$28 million. See Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group, attached hereto as **Exhibit B-2**; see also Exhibit B, Kleinman Declaration at ¶ 10. However, the Wammel Group transferred only \$15,887,588 back to BUCF (of the \$28 million expected) through April 2017, accounting for some purported earnings and principal but not fully accounting for the amount of principal transferred to the Wammel Group. See See Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group, attached hereto as **Exhibit B-2**; see also Exhibit B, Kleinman Declaration at ¶ 10. **Thus, the Wammel Group should hold \$12,168,353 in principal from BUCF investor funds.** See Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group, attached hereto as **Exhibit B-2**; see also Exhibit B, Kleinman Declaration at ¶ 10.

---

<sup>3</sup> This accounts for over 70% of the total funds obtained from BUCF investors.

**iii. The Wammel Defendants commingled BUCF investor funds with Wammel Group investor funds.**

33. Wammel commingled Wammel Group investors' funds with BUCF investors' funds. The Wammel Defendants used the majority of the \$16.2 million of BUCF investor capital received, commingled with \$28.6 million in funds raised from the Wammel Defendants' own investors, to fund speculative options and securities trading. Complaint at ¶ 48; *see* Exhibit A, Ecklund Declaration at ¶ 9. The Wammel Defendants received BUCF investor funds and commingled them with money raised from the Wammel Group's non-BUCF investors in order to facilitate the interrelated Ponzi schemes to: (a) make distributions to BUCF; (b) make distributions to the Wammel Group's investors; and (c) fund high-risk investment schemes, including speculative options trading by Wammel, since at least 2011. Complaint at ¶ 5; Exhibit B, Kleinman Declaration at ¶ 8. The Wammel Group does not have, and never has had, any legitimate claim to the funds it received from BUCF. *Id.*

**iv. The Wammel Defendants dissipated assets.**

34. According to records of the Wammel Group's investment accounts held at OptionsXpress, the Wammel Group had an ending cash balance of \$9 million and account value of \$7.1 million in December 31, 2016. *See* OptionsXpress Account Statement for the Wammel Group dated December 31, 2016, attached hereto as **Exhibit A-24**; *see also* Veritas Summary of Wammel OptionsXpress Account 0502-2959, attached hereto as **Exhibit B-3**.

35. In January, February, and March 2017, the account value dropped to \$4.7 million, \$2.3 million, and \$1.6 million respectively. *See* OptionsXpress Account Statement for the Wammel Group dated January 31, 2017, attached hereto as **Exhibit A-36**; *see* OptionsXpress Account Statement for the Wammel Group dated February 28, 2017, attached hereto as **Exhibit**

**A-37**; *see* OptionsXPress Account Statement for the Wammel Group dated March 31, 2017, attached hereto as **Exhibit A-38**.

36. As of the end of April 2017, the Wammel Group investment account at OptionsXPress had been dissipated to \$454,270 in total account value. *See* OptionsXPress Account Statement for the Wammel Group dated April 30, 2017, attached hereto as **Exhibit A-25**; *see also* Veritas Summary of Wammel OptionsXpress Account 0502-2959, attached hereto as **Exhibit B-3**.

37. As of the end of May 2017, the Wammel Group investment account at OptionsXPress had been dissipated to \$200,546.85 in total account value. *See* OptionsXPress Account Statement for the Wammel Group dated May 31, 2017, attached hereto as **Exhibit A-26**; *see also* Veritas Summary of Wammel OptionsXpress Account 0502-2959, attached hereto as **Exhibit B-3**.

38. As of the end of June 2017, the account balance of the Wammel Group investment account at OptionsXPress had \$213,570.89 in value. *See* OptionsXPress Account Statement for the Wammel Group dated June 30, 2017, attached hereto as **Exhibit A-27**; *see also* Veritas Summary of Wammel OptionsXpress Account 0502-2959, attached hereto as **Exhibit B-3**.

39. Thus, the Wammel Group has dissipated assets from December 2016 to June 2017 of over \$7 million. *See* Exhibit B, Kleinman Declaration at ¶ 11. Due to such rapid dissipation of assets, the Receiver must take immediate action.

**v. Wammel and Bryant Personally Benefitted**

40. Bryant misappropriated \$4.8 million of BUCF investor funds to fund his personal living expenses. Complaint at ¶ 3.

41. Wammel withdrew or transferred to himself over \$5.5 million of commingled BUCF investor funds and Wammel Group investor funds from 2011 to 2017. *See* Veritas Summary of Withdrawals from Wammel Group, LLC, attached hereto as **Exhibit B-4**; *see also* Exhibit B, Kleinman Declaration at ¶ 12.

42. Although Wammel more adequately adhered to the entity structure of the Wammel Group than Bryant with BUCF, he used it as a flow through to pay for his personal expenses. In one instance, Wammel purchased an asset (his wife's home at 4607 Hispania View Drive, League City, Texas 77673 (the "**Wammel Home**")), using Wammel Group account funds (with commingled BUCF investor funds and Wammel Group investor funds) but vesting title to himself, individually. *See* Property Detail Report for the Wammel Home, attached hereto as **Exhibit A-39**; *see also* Wells Fargo August 31, 2016 Bank Statement of Wammel Group (reflecting purchase of home for \$339,357.94), attached hereto as **Exhibit A-40**. In addition, Wammel used his personal address as his business address. *See* August 15, 2013 E-mail from T. Bryant to A. Wammel creating Wammel Group monthly statements, attached hereto as **Exhibit A-19** (BUCFN00815160-83). Together, these facts show that Wammel failed to maintain his business separate from his personal assets.

43. Like Bryant, Wammel's personal gain from the receipt of proceeds from the BUCF investor scheme shows his participation in the fraud and reflects the necessity of his inclusion in the Receivership Estate.



**C. Further Evidence Demonstrates the Improprieties Involved and the Needs to Expand the Receivership**

**i. Wammel worked for Bryant.**

44. In addition, Wammel worked for and with Bryant. Wammel held varying positions at Bryant Financial. Wammel was the Chief Operating Officer of Bryant Financial or BUH as early as February 2008. *See* February 20, 2008 E-mail from A. Wammel to T. Bryant clarifying position as COO of Bryant Financial and attaching business card, attached hereto as **Exhibit A-1** (BUCFN00033629-30, BUCFN00033839); *see* February 21, 2008 E-mail from T. Bryant to A. Wammel confirming position as COO, attached hereto as **Exhibit A-2** (BUCFN00033639). Wammel was the Chief Investment Officer of Bryant Financial or BUH in 2011. *See* November 10, 2011 E-mail from A. Wammel with signature block of Chief Investment Officer, attached hereto as **Exhibit A-3** (BUCFN002058659). Wammel also held himself out as the Chief Financial Officer of BUH and BUCF. *See* Employment Verification to North Star Property Management confirming T. Bryant's salary with A. Wammel's signature as CFO of BUH and BUCF, attached hereto as **Exhibit A-4** (BUCFN00294256).<sup>4</sup>

**ii. Wammel had knowledge of Bryant's representations to BUCF investors.**

45. Among other things, BUCF and Bryant promised investors guaranteed minimum annual returns of 30% on risk-free investments Bryant represented he would make in the mortgage industry. Complaint at ¶ 2. Wammel knew that Bryant communicated that such investments would be in the mortgage industry. *See, e.g.*, July 15, 2011 E-mail from T. Bryant to investor copying A. Wammel discussing mortgage investment, attached hereto as **Exhibit A-5**

---

<sup>4</sup> Wammel also e-mailed property companies as CFO on Bryant's, BUH's, and BUCF's behalf in 2013 sending paystubs and asset statements that Bryant asked Wammel to "make it look legit." *See* February 14, 2013 E-mail from A. Wammel to T. Bryant (discussing creating pay stub), attached hereto as **Exhibit A-20** (BUCFN00294331); *see also*, February 14, 2013 E-mail from A. Wammel as CFO to Keller Williams Realty regarding T. Bryant, attached hereto as **Exhibit A-21** (BUCFN00294396).

(BUCFN00182720); *see also*, October 26, 2011 E-mail from T. Bryant to A. Wammel (“Please let me know if anyone in cabo if they might be interest in our mortgage wholesale escrow account...The CEO of Bryant united capital funding will be more than happy to talk with them.....) I will cater a program that fits their needs.....:”), attached hereto as **Exhibit A-3** (BUCFN00200859).

46. Bryant communicated the investment options he offered to investors to Wammel. He further communicated that investors were promised returns of 30%. *See* September 7, 2010 E-mail from T. Bryant to A. Wammel re investment options to pose to investors, attached hereto as **Exhibit A-7** (BUCFN00114917).

47. Wammel provided input as to how to structure investments and payouts to investors. *See* February 15, 2011 E-mail from A. Wammel to T. Bryant regarding the structure and payouts of investments, attached hereto as **Exhibit A-31** (BUCFN00156644).

48. Bryant knew that Wammel was not actually investing BUCF monies in the mortgage industry (as promised to investors) but was instead using the funds for option trading. *See* February 1, 2011 E-mail from A. Wammel to T. Bryant (attaching account statement of OptionsXpress account reflecting Bryant’s knowledge of Wammel’s involvement in options trading), attached hereto as **Exhibit A-8** (BUCFN00154196-99).

49. Although Bryant was at the forefront of communications with BUCF investors, Bryant communicated account statements, investment contracts, and detailed information regarding investors to Wammel, further reflecting Wammel’s knowledge in the underlying representations made to investors. *See, e.g.* February 1, 2011 E-mail from T. Bryant to A. Wammel regarding specific investors, attached hereto as **Exhibit A-9** (BUCFN00154168); *see*

*also*, June 24, 2011 E-mail from T. Bryant to A. Wammel regarding investment contract terms for his review, attached hereto as **Exhibit A-10** (BUCFN00178464).

**iii. Wammel falsified documents.**

50. In further support of the impropriety that existed between Bryant and Wammel, one need look no further than the deliberate falsification of documents for the express purpose of misleading others.

51. Specifically, together Wammel and Bryant falsified documents—

- for the Wammel Group, *see* August 15, 2013 E-mail from T. Bryant to A. Wammel creating Wammel Group monthly statements, attached hereto as **Exhibit A-19** (BUCFN00815160-83);
- for Bryant's ability to purchase assets, *see* February 14, 2013 E-mail from A. Wammel to T. Bryant (discussing creating pay stub), attached hereto as **Exhibit A-20** (BUCFN00294331); *see also*, February 14, 2013 E-mail from A. Wammel as CFO to Keller Williams Realty regarding T. Bryant, attached hereto as **Exhibit A-21** (BUCFN00294396); *see also*, March 23, 2015 E-mail from T. Bryant to A. Wammel (requesting fake paystubs), attached hereto as **Exhibit A-33** (BUCFN00892654); and
- for BUCF's earnings, *see* July 23, 2013 E-mail from T. Bryant to A. Wammel (attaching doctored earnings statement for BUCF), attached hereto as **Exhibit A-34** (BUCF00331911).

**iv. Wammel invested commingled funds in high risk options.**

52. Notwithstanding the facts that the Wammel Defendants should never have received the funds in the first place, the Wammel Group's options trading receipts from 2011

through 2016 totaled only about \$5.9 million—well short of the sum required to pay BUCF investors the 30% returns they were promised. Complaint at ¶ 6. Trading records from 2017 reflect even more severe losses. To date, BUCF has transferred \$16.2 million in BUCF investor monies to the Wammel Group, and the Wammel Group has returned \$15.8 million to BUCF in fictitious earnings. Exhibit B, Kleinman Declaration at ¶ 9. This \$15.8 million is comprised of funds received from BUCF, funds raised from the Wammel Group’s non-BUCF investors, its limited trading profits, and other sources—all of which the Wammel Group commingled. *Id.*

53. Notably, the Wammel Group ceased tendering monthly distributions to BUCF on or about April 1, 2017, soon after the SEC subpoenaed Wammel and the Wammel Group for documents related to the relationship with Bryant and BUCF. Complaint at ¶ 23. In April 2017, Wammel withdrew at least \$290,000 from Wammel Group options trading accounts he controls and which contain, or contained, ill-gotten gains obtained from BUCF and, indirectly, BUCF investors. *Id.*

54. Despite the misuse of BUCF investor funds in options trading, the Wammel Defendants’ performance in the options market varied wildly, and from 2011 to 2016 it received only \$5.9 million from trading and suffered severe losses in 2017. Complaint at ¶ 49. Apart from options and securities trading, Wammel Group made approximately \$300,000 from other investments using BUCF investor monies, including investments in two car dealerships, a boat and RV storage facility, and two luxury rental cars—all without BUCF investors’ consent. *Id.* Like Wammel Group’s options trading, these other investments deviate from BUCF’s purported short-term mortgage lending business. *Id.*

55. The Wammel Group’s revenues from trading and other activities were not sufficient to generate BUCF’s promised 30% investor returns. Complaint at ¶ 50. While the

Wammel Group paid \$15.8 million to BUCF between 2011 and 2017 as *purported returns on investments* (or earnings), in reality those funds were comprised of (1) the \$5.9 million in receipts from the Wammel Group's options and securities trading; and (2) ill-gotten investor funds obtained from BUCF; and (3) funds raised from the Wammel Group's own, non-BUCF investors.

**v. Wammel pled the Fifth Amendment in response to the SEC's discovery.**

56. On May 18, 2017, the SEC served its First Set of Interrogatories to the Wammel Defendants. Plaintiff's First Set of Interrogatories to Relief Defendants Arthur F. Wammel and Wammel Group, LLC, attached hereto as **Exhibit A-14**; Plaintiff's First Document Request to Relief Defendants Arthur F. Wammel and Wammel Group, LLC, attached hereto as **Exhibit A-15**.

57. On May 22, 2017, the Wammel Defendants responded with a limited document production and by "invok[ing] the Fifth Amendment privilege against self-incrimination and declin[ing] to answer" the all four interrogatories—such interrogatories requested information regarding Wammel Group investor information, transfers between BUCF and the Wammel Group, and representations between the Receivership Defendants and the Wammel Defendants. Relief Defendants Arthur F. Wammel and Wammel Group, LLC's Response to Plaintiff's First Set of Interrogatories, attached hereto as **Exhibit A-16**; Relief Defendants Arthur F. Wammel and Wammel Group, LLC's Response to Plaintiff's First Document Request, attached hereto as **Exhibit A-17**.

58. The investors are prejudiced by Wammels' decision to invoke the Fifth Amendment because Wammel has failed to preserve evidence and Wammel is the only person

who possesses information regarding the status and involvement of these entities, thereby preventing the Receiver from discovering such relevant information.

**vi. Wammel refuses to comply with the Receivership Order and has failed to preserve evidence.**

59. Despite having received the Receivership Order, the Wammel Defendants have not provided any accounting to the Receiver of the funds that the Wammel Defendants received from entities covered by the Receivership in violation of paragraph 16 of the Receivership Order and paragraph 15 of the TRO.

60. Moreover, during the Federal Rule of Civil Procedure Rule 26(f) Conference, the Wammel Defendants' counsel represented that computers used by the Wammel Group during the relevant time frame had either been disposed of or were no longer able to be located. This was the first notification of any such destruction or disposal of relevant evidence and further confirms the needs for this emergency request to ensure all evidence is preserved.

**III.  
ARGUMENT**

**A. The Receiver moves for *ex parte* emergency relief under Federal Rule of Civil Procedure 65(b).**

This Motion should be granted *ex parte* in order to avoid further erosion of assets rightfully belonging to the Receiver and BUCF and to preserve potentially relevant evidence. Rule 65(b) of the Federal Rules of Civil Procedure provides that the Court may grant an *ex parte* temporary restraining order upon a showing of “irreparable injury” and “reasons supporting the claim that notice should not be required.” The Receivership Order provided in paragraph 16 that “all . . . persons or entities which have possession . . . of any asset or funds . . . of the Receivership Defendants . . . shall [] not liquidate, transfer, sell, convey, or otherwise transfer

[such assets or funds].” The Wammel Defendants dissipation of over \$8 million cash and \$7 million in total value of the assets of the Receivership Defendants’ funds directly violates the Receivership Order.

As detailed above, there is ample evidence of irreparable injury that has and will continue to accrue to BUCF absent a temporary restraining order prohibiting the Wammel Defendants’ further dissipation of assets and authorizing the Receiver to conduct an unimpeded accounting examination to reclaim more BUCF assets. This temporary restraining order must be obtained *ex parte* given the Wammel Defendants’ recent dissipation of assets and total disregard for Judge Mazzant’s Receivership Order and TRO. Further, the Receiver respectfully requests that the Court consider this request on an emergency basis. The Receiver therefore requests pursuant to Local Rule CV-7(l) that the Court hold an immediate *ex parte* hearing on this Motion.

Any notice to the Wammel Defendants would likely trigger the hastened dissipation and transfer of assets. Wright & Miller explain that the *ex parte* TRO is ideal for situations like this one and may cause the further disposal or destruction of evidence:

The *ex parte* temporary restraining order is indispensable to the commencement of an action when it is the sole method of preserving a state of affairs in which the court can provide effective final relief. Immediate action is vital when imminent destruction of the disputed property, its removal beyond the confines of the state, or its sale to an innocent third party is threatened. In these situations, giving the defendant notice of the application for an injunction could result in an inability to provide any relief at all.

11A Charles A. Wright and Arthur R. Miller, *Federal Practice and Procedure* § 2951 at 257 (1995). Under Rule 65(b), courts typically require a showing of irreparable injury, consideration of public interest, a relative weighing of the harm with and without the injunctive relief, and a showing of likelihood of success on the merits. *Garcia v. United States*, 680 F.2d 29, 31 (5th

Cir. 1982); *Dilworth v. Riner*, 343 F.2d 226, 229 (5th Cir. 1965) (temporary restraining order is generally issued *ex parte*).

**B. The Receiver moves to expand the receivership over the Wammel Defendants.**

The SEC brought this suit under the federal securities laws in order to enforce the law and to protect investors from further harm. In so doing, the SEC acts “not as an ordinary litigant, but as a statutory guardian charged with safeguarding the public interest in enforcing the securities laws.” *SEC v. Mgmt. Dynamics, Inc.*, 515 F.2d 801, 808 (2d Cir. 1975). A significant objective of this case (and the Receiver’s charge) is to ensure that all available assets are brought within the receivership so that they may be properly distributed to creditors, including investors. *SEC v. Elmas Trading Corp.*, 620 F. Supp. 231, 234 (D. Nev. 1985), *aff’d* 805 F.2d 1039 (9th Cir. 1986). This Court is thus, afforded great discretion in ordering the affairs of the estate. *SEC v. Forex Asset Mgmt. LLC*, 242 F.3d 325, 328 (5th Cir. 2001).

An aspect of this discretion is the ability to expand the existing receivership to include (1) parties who participated in the fraud with the Receivership Defendants, and (2) parties affiliated with the Receivership Defendants. *See Elmas Trading Corp.*, 620 F. Supp. at 234-35; *also SEC v. Private Equity Mgmt. Group, Inc.*, No. CV 09-2901, 2009 WL 3074604, at \*5 (C.D. Cal. 2009); *see SEC v. Nadel*, No. 8:09-cv-87-T-26TBM, 2013 WL 2291871, at \*2 (M.D. Fla. May 24, 2013); *see also, SEC v. Torchia*, No. 1:15-cv-3904-WSD, 2016 WL 6212002, at \*1-2 (N.D. Ga. Oct. 25, 2016).

1. *The Court should expand the Receivership to include parties who participated in the fraud with the Receivership Defendants.*

The Receiver’s investigation has uncovered that the Wammel Defendants were substantial facilitators of the Receivership Defendants’ activities and assisted in and participated



with the Receivership Defendants in defrauding investors. Indeed, the Receiver's investigation has uncovered a consistent, systematic plan to defraud investors utilizing the Wammel Defendants and various BUCF entities.

The blueprint for the Wammel Defendants' level of participation in the fraud is starkly defined by the flow of investor funds to the Wammel Defendants: the Wammel Group received over 70% of misappropriated funds, and Wammel, individually, received over \$5 million of such commingled funds. The result was that approximately 70% of BUCF investor monies for the period July 2011 through April 2017 were funneled to the Wammel Defendants. The Wammel Defendants profited from the monies transferred to them from the BUCF investment scheme. Moreover, Wammel had knowledge of the underlying representations made by Bryant to BUCF investors and assisted Bryant in setting up the intricate web of interdependent entities. Accordingly, because the Wammel Defendants played an integral part in aiding the Receivership Defendants to defraud investors and participated in the fraud, the assets of the Wammel Defendants should be administered by the Receiver for the ultimate benefit of the defrauded investors.

Expansion of the receivership estate is proper although the non-receivership entity is not an alter ego of the receivership entities, where the non-receivership entity used scheme proceeds to generate profit. *See SEC v. Nadel*, No. 8:09-cv-87-T-26TBM, 2013 WL 2291871, at \*2 (M.D. Fla. May 24, 2013) (finding the third party's receipt of scheme proceeds to generate profit constituted participation in the fraud warranting expansion over the third party); *see also, SEC v. Torchia*, No. 1:15-cv-3904-WSD, 2016 WL 6212002, at \*1-2 (N.D. Ga. Oct. 25, 2016). Here, Wammel used proceeds from the BUCF scheme to generate profit for Wammel Group and himself. As evidenced by the Wammel Defendants' rapid dissipation of assets, the value

remaining within the Wammel Defendants will be lost to all investors if the assets are not preserved and maintained going forward.

Further, that the Wammel Defendants have asserted the Fifth Amendment in response to discovery by the SEC seeking information regarding the status of their assets and involvement in the BUCF scheme further supports inclusion of the Wammel Defendants in the receivership. *See Elmas Trading Corp.*, 620 F. Supp. at 235 (“The Receiver is correct when he notes that [the two men who asserted the Fifth Amendment] may be the only ones who possess the information of the status of these various entities. Thus, this assertion is a pivotal issue in trying to determine whether to include the Receiver’s proposed entities in the Receivership.”).

The granting of equitable relief against the Wammel Defendants is appropriate, even without charging them with any wrongdoing, because they “possess illegally obtained profits but have no legitimate claim to them.” *SEC v. Cherif*, 933 F.2d 403, 414, n.11 (7th Cir. 1991), *cert. denied*, 112 S. Ct. 966 (1992). The appointment of a receiver is a well-established equitable remedy available in SEC enforcement proceedings for injunctive relief. *See, e.g., SEC v. First Fin’l Group of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981). Accordingly, the Receiver requests that the Receivership Order be expanded to include the Wammel Defendants.

2. *The Court should expand the receivership to include entities affiliated with the Receivership Defendants.*

In *Elmas Trading Corp.*, the Court concluded that because the operations between the receivership and other entities were so intertwined, in exercise of discretion an expansion of the receivership was proper. *Elmas Trading Corp.*, 620 F. Supp. at 233, 235, 241 n.3; *see also, SEC v. Creative Capital Consortium, LLC*, No. 08-81565, 2009 WL 10664430, at \*1 (S.D. Fla. Sept. 21, 2009) (“Given the government’s interest in preventing violations of federal securities laws,

under which this action arises, it is appropriate for the court to apply a ‘more flexible approach in determining whether the corporate entities should be disregarded.’” (citing *Elmas Trading Corp.*). Factors that should be considered in determining whether to expand the receivership over affiliated entities include:

- (1) The presence of common control or ownership among the defendants and the entities to be included in the receivership,
- (2) The transfer of money or assets between and among the entities in question,
- (3) Common addresses and office locations,
- (4) The records and ledgers of the entities are incomplete and do not conform to standard business practices.

*Elmas Trading Corp.*, 620 F. Supp. at 234-36. The entities that the Receiver seeks to add to the receivership fulfill each of these factors. Wammel, WGHP, and the Wammel Group should be included within the Receivership based on their common control, commingling of assets, and common location.

*First*, the evidence in this case supports the notion that the Receivership Defendants and the Wammel Defendants were commonly owned and controlled. For example, WGHP, an entity purportedly owned by BUH and the Wammel Group—thus Bryant and Wammel—is commonly owned and controlled by the Receivership Defendants and the Wammel Defendants. This entity, its owners, and assets worked in concert in a common enterprise to conduct fraudulent activities. Moreover, Wammel’s individual involvement and positions held with the Bryant’s entities further demonstrates common control. As previously indicated, Wammel was the COO, CIO, and/or CFO of Bryant Financial or BUH and BUCF.

*Second*, the transfer of money between the entities is undeniable. The Receivership Defendants and Wammel diverted approximately \$16.2 million from BUCF, through BUH and WGHP, to the Wammel Group. Thereafter, this money was commingled with separate Wammel Group investor funds. The Receivership Defendants and Wammel hid the payment of fees (for their personal benefit) and the source of the funds for those payments in a series of convoluted transactions.

*Third*, although the Wammel Defendants did not share a common office space or addresses with BUH or BUCF, the fact that Wammel served as the COO, CIO, and/or CFO of Bryant Financial or BUH and BUCF and WGHP was commonly owned by BUH and Wammel Group equitably outweighs the lack of a common physical address when considering the third factor.

*Finally*, the evidence confirms that Bryant and Wammel deviated from standard business practices by counterbalancing and falsifying documents. The counterbalancing between the Wammel Group and BUCF reflects the failure of the entities to adequately keep records and ledgers reflecting accurate balances transferred between the parties.

Sufficient evidence exists under each of the factors to add the Wammel Defendants to this receivership. Adding the Wammel Defendants benefits all of the investors. The Wammel Group Investors have claims against the Receivership Estate's assets, and the Receivership Estate's creditors and investors have claims to the Wammel Group's and Wammel's assets. The Court can best balance these competing claims if all of the creditors and all of the assets are in a single proceeding. The Court should, therefore, expand the Receivership to include the Wammel Defendants. *Elmas Trading Corp.*, 620 F. Supp. at 234-36.

**C. The Receiver moves to extend the freeze order to the Wammel Defendants.**

In the course of her investigation, the Receiver has discovered information concerning several entities which were formed, owned, and controlled by Relief Defendants, specifically the Wammel Defendants, and which received substantial sums of money in the form of transfers from BUCF accounts. The Receiver's investigation reveals that the Wammel Defendants control assets which rightfully belong to the defrauded investors of BUCF. The circumstances surrounding the transfer of funds to the Wammel Defendants leads the Receiver to move the Court to extend the asset freeze to include these Relief Defendants.

An asset freeze is necessary against the Wammel Defendants in order to preserve the investor funds, especially given the Wammel Defendants' recent dissipation of assets. An asset freeze "facilitate[s] enforcement of any disgorgement remedy that might be ordered" and may be granted "even in circumstances where the elements required to support a traditional Commission injunction has not been established." *SEC v. Unifund SAL*, 910 F.2d 1028, 1041 (2d Cir 1990).

Courts recognize that an asset freeze is sometimes necessary to ensure that a future disgorgement order will not be rendered meaningless, and the Receiver may request asset freezes against relief defendants who have not yet been accused of violating any federal securities laws. *Janvey v. Adams*, 588 F.3d 831, 835 n.2 (5th Cir. 2009) (quoting *SEC v. Cavanagh*, 155 F.3d 129, 136 (2d Cir. 1998)); *SEC v. Connectajet.com*, No. 3:09-CV-1742-B, 2011 WL 5509896, at \*5-6 (N.D. Tex. Nov. 9, 2011); *Warfield v. Arpe*, No. 3:05-cv-1457-R, 2007 WL 549467, at \*6 (N.D. Tex. Feb. 22, 2007); *SEC v. Miller*, 808 F.3d 623, 635 (2d Cir. 2015). The Receiver can request an asset freeze against the Wammel Defendants if the Receiver establishes that the funds to be frozen are the ill-gotten product of Bryant's wrongdoing, and that the Wammel Defendants do not have a legitimate claim to those funds. *Janvey v. Adams*, 588 F.3d 831, 835 n.2 (5th Cir.

2009) (quoting *SEC v. Cavanagh*, 155 F.3d 129, 136 (2d Cir. 1998)). From a review of the foregoing and the attached Exhibits, it is clear that the Wammel Defendants were receiving funds which were derived directly from investors in BUCF. These transfers appear to have no legitimate business purpose and appear to have been made in furtherance of the BUCF scam. Accordingly, the Freeze Order should be expanded.

**D. The Receiver moves for a temporary restraining order against the Wammel Defendants due to their wanton violations of the Receivership Order and previous TRO.**

To obtain a temporary restraining order (like the showing required to obtain *ex parte* relief), the Court will require a showing by the Receiver of (1) irreparable injury, (2) consideration of public interest, (3) a relative weighing of the harm with and without the injunctive relief, and (4) a showing of likelihood of success on the merits.

Under the first factor, the Wammel Defendants' wanton violations of the Receivership Order and TRO in misappropriating BUCF assets readily demonstrates that a temporary restraining order in this case is necessary to prevent further irreparable injury to BUCF. The Wammel Defendants wrongfully converted BUCF funds, both before and after Judge Mazzant enjoined such actions. The Wammel Defendants dissipated over \$7 million in investor monies since December 2016. What is presently known of the Wammel Defendants' behavior is more than enough to warrant entry of this temporary restraining order to track down BUCF assets before they evaporate. But equally important, this behavior also strongly suggests that the temporary restraining order should be entered so that the Receiver can take actions to prevent further dissipation of presently unknown assets.

Second, granting the Receiver's request for a temporary restraining order will serve the public interest by maximizing the assets available to the Receiver in executing the goals of her

appointment. In other words, the requested temporary restraining order will serve the public interest by preventing further conversion of BUCF assets.

Third, it follows that the balance of harm weighs in the Receiver's favor. While the Wammel Defendants will undoubtedly claim great harm will accrue through entry of this TRO, to so find would reward the Wammel Defendants' misdeeds. The required balancing test weighs the equities, and the Wammel Defendants are found wanting. On the other side of the scales of justice are the interests of BUCF investors and the Receiver, who has been appointed to marshal the assets of BUCF wherever they may be found.

Finally, the Receiver can show likelihood of success on the merits on those causes of action that the Receiver will seek to assert against the Wammel Defendants that are relevant to the requested temporary restraining order, namely, fraudulent transfer, conversion, conspiracy, and breach of fiduciary duty. Specifically, on the claim for fraudulent transfer, the Receiver will prevail because the Wammel Defendants are in receipt of funds directly traceable to the BUCF investors (without good cause or having provided reasonably equivalent value). Furthermore, the facts as set forth herein show an unjustified, willful interference on the part of the Wammel Defendants with BUCF's possession and use of its property. The Wammel Defendants converted funds. Similarly, the Wammel Defendants' acts additionally constitute civil conspiracy because they collaborated with one another and Bryant/BUCF in systematically carrying out their plans. The Wammel Defendants also owed fiduciary duties to BUCF, and their acts constitute a breach of those duties. The Wammel Defendants' mismanagement, appropriation, and waste of BUCF assets were blatant violations of these important duties. Thus, success on the merits of BUCF's claims is likely.

The conclusion that the Wammel Defendants' actions present issues worthy of more deliberate action is self-evident. As set forth above, the evidence currently known to the Receiver indicates that the Wammel Defendants likely have exclusive possession, custody, and control of a significant portion of BUCF assets. Further, it is reasonable to conclude that these assets are in danger of being utterly wasted in the near term absent Court intervention. Such a dissipation of BUCF assets would have devastating effect on the ability of the Receiver, as an officer of the Court, to achieve the Court's objectives as set forth in the Receivership Order.

#### **IV. CONCLUSION**

For the foregoing reasons, the Receiver respectfully requests that this Court issue an order that provides for the following relief:

- (1) That the Court amend and expand the Receivership Order to include the Wammel Defendants;
- (2) That the Court freeze the assets of the Wammel Defendants; and
- (3) That the Court temporarily and preliminarily enjoin the Wammel Defendants from further violated the Receivership Order and pursuant thereto.

Dated: July 19, 2017.



Respectfully submitted,

By: /s/ Timothy E. Hudson

Timothy E. Hudson  
State Bar No. 24046120  
Tim.Hudson@tklaw.com

Katharine Battaia Clark  
State Bar No. 24046712  
Katie.Clark@tklaw.com

Mackenzie S. Wallace  
State Bar No. 24079535  
Mackenzie.Wallace@tklaw.com

THOMPSON & KNIGHT LLP  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, Texas 75201  
Telephone: (214) 969-1700  
Facsimile: (214) 969-1751  
**PROPOSED COUNSEL TO RECEIVER**

**From:** awammel@bryantlending.com  
**Sent:** Wednesday, February 20, 2008 5:49 PM  
**To:** tbryant@bryantlending.com  
**Subject:** RE: Commercial Loan Check List  
**Attachments:** image001.gif; image001.gif

Gotcha.

So my title is COO? I'm gonna create my sig and wanna make sure. We tend to change it regularly.

----- Original Message -----

Subject: Commercial Loan Check List  
From: "Trey Bryant" <tbryant@bryantlending.com>  
Date: Wed, February 20, 2008 9:56 am  
To: "Art Wammel" <artwammel@gmail.com>  
Cc: <awammel@bryantlending.com>

Thanks,

**Trey Bryant, III**  
*CEO/Managing Partner*



281.489.0499 (Direct)  
281.489.0899 (Fax)  
281.636.0374 (Cell)  
[www.bryantlending.com](http://www.bryantlending.com)

\*\*\*\* This email transmission and all accompanying attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, please do not use, disseminate or copy this material. If you have received this email transmission in error, please notify us immediately by returning this email transmission and delete or destroy any copies (digital or paper). Nothing in this communication is intended to operate as an electronic signature under applicable law.

- Bryant Financial is a new Division of urbanFINANCIAL, Inc.



**BRYAN**

**FINANCIAL**

**MORTGAGE BANKING & BROKERAGE GROUP**




**BRYANT**  
FINANCIAL  
MORTGAGE BANKING & BROKERAGE GROUP

**TREY BRYANT, III**  
CEO/Founder

9415 Broadway  
Suite 201  
Pearland, TX 77584

281.997.6660 Office  
281.997.6610 Fax  
281.636.0374 Cell  
tbryant@bryantlending.com

RESIDENTIAL & COMMERCIAL LENDING



**BRYANT**  
FINANCIAL  
MORTGAGE BANKING & BROKERAGE GROUP

**Arthur Wammel**  
COO/Major Accounts

9415 Broadway  
Suite 201  
Pearland, TX 77584

281.997.6660 Office  
281.997.6610 Fax  
713.828.1997 Cell  
awammel@bryantlending.com

RESIDENTIAL & COMMERCIAL LENDING



**WWW.BRYANTLENDING.COM**

**From:** Trey Bryant <tbryant@bryantlending.com>  
**Sent:** Wednesday, February 20, 2008 7:19 PM  
**To:** awammel@bryantlending.com  
**Subject:** RE: Commercial Loan Check List

COO is your Title... No change.

Thanks,

**Trey Bryant, III**  
*CEO/Managing Partner*



281.489.0499 (Direct)  
281.489.0899 (Fax)  
281.636.0374 (Cell)  
[www.bryantlending.com](http://www.bryantlending.com)

\*\*\*\* This email transmission and all accompanying attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, please do not use, disseminate or copy this material. If you have received this email transmission in error, please notify us immediately by returning this email transmission and delete or destroy any copies (digital or paper). Nothing in this communication is intended to operate as an electronic signature under applicable law.

- Bryant Financial is a new Division of urbanFINANCIAL, Inc.

**From:** awammel@bryantlending.com [mailto:awammel@bryantlending.com]  
**Sent:** Wednesday, February 20, 2008 5:49 PM  
**To:** tbryant@bryantlending.com  
**Subject:** RE: Commercial Loan Check List

Gotcha.

So my title is COO? I'm gonna create my sig and wanna make sure. We tend to change it regularly.

----- Original Message -----

Subject: Commercial Loan Check List  
From: "Trey Bryant" <tbryant@bryantlending.com>  
Date: Wed, February 20, 2008 9:56 am  
To: "Art Wammel" <artwammel@gmail.com>  
Cc: <awammel@bryantlending.com>

Thanks,

**Trey Bryant, III**  
*CEO/Managing Partner*



281.489.0499 (Direct)

281.489.0899 (Fax)

281.636.0374 (Cell)

[www.bryantlending.com](http://www.bryantlending.com)

\*\*\*\* This email transmission and all accompanying attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, please do not use, disseminate or copy this material. If you have received this email transmission in error, please notify us immediately by returning this email transmission and delete or destroy any copies (digital or paper). Nothing in this communication is intended to operate as an electronic signature under applicable law.

- Bryant Financial is a new Division of urbanFINANCIAL, Inc.

---

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Thursday, November 10, 2011 9:30 AM  
**To:** Jason Williams  
**Cc:** jason.williams@texasdirectauto.com  
**Subject:** FW: Oct2011 Stubstub Request  
**Attachments:** Scan\_Doc0007.pdf

Kellie- Please see attached... Let me know if there is anything additional you may need. I really appreciate all your hard work and effort in this matter.-)

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED HOLDINGS, INC**  
Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | [tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

**From:** Art Wammel [<mailto:awammel@bryantlending.com>]  
**Sent:** Thursday, November 10, 2011 8:40 AM  
**To:** [tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)  
**Subject:** Oct2011 Paystubs Request

Trey;

Attached is your last 2 pay statements for the month of October 2011. Please let me know if there is anything else you need from the office? Samantha is still on leave and it took me a little time to figure out how to access our payroll archive system.

Thank You,

**Art Wammel**

Chief Investment Officer | **BRYANT FINANCIAL** - Banking and Brokerage  
Office 281.860.7649 x106 | Fax 281.860.7651 | [awammel@bryantlending.com](mailto:awammel@bryantlending.com)

**Apply Online @ [www.bryantlending.com](http://www.bryantlending.com)**

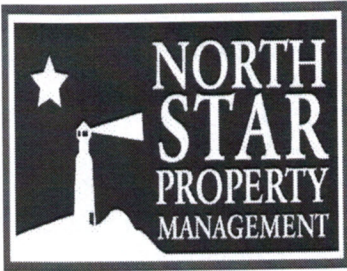
**NOTE: INTEREST RATE QUOTES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNTIL RATE IS LOCKED IN AND CONFIRMED IN WRITING.**

- Amcap Mortgage Bank is the FHA banking side of Bryant Financial and a marketing partner of Bryant United Holdings, Inc. family of companies.

# 791

\*\*\*\* *The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*





## EMPLOYMENT VERIFICATION

Please provide the following information on our rental applicant.

**Applicant Name:** Thurman P Bryant

**Date of Employment:** February 15, 2004 - Current

**Title:** President and CEO

**Gross Monthly Income:** \$43,750.00 Monthly Salary/\$525,000.00 Annual

**Additional Notes:** Mr. Bryant does qualify for year-end Company Performance bonus. That number varies from year to year so I can't confirm future bonus amount. Above is his current pay scale salary.

**Company Name:** Bryant United Holdings, Inc/BUCF, Inc

**Signature:** 

**Name:** Arthur Wammel

**Title:** Chief Financial Officer

---

**From:** Trey Bryant, CEO <tbryant@bryantlending.com>  
**Sent:** Friday, July 15, 2011 12:59 PM  
**To:** kevinallamerican@yahoo.com  
**Cc:** Art Wammel  
**Subject:** Mortgage Loan/Trey Bryant

Kevin;

It was a pleasure talking with you about your refinance. Below is the web-address that will send you straight to our loan application page. Please fill it out and I will get it into processing immediately that will prepare your loan for underwriting and closing. Once again, I appreciate your time and trust in this matter... Call me if you need anything,

<https://bryantfinancial.mortgagexsites.com/iFrame.aspx?FileName=LoanApplicationPop.x&ReferrerGUID=d8fff296-f63f-4288-a86c-adab4ede88e8&language=English&UID=wz1zqay4t1dsaynbbj5ird55>

Thank You,

**Trey Bryant, III**

President & CEO | **BRYANT FINANCIAL** - Mortgage Group  
Direct 281.299.5311 | Office 281.860.7649 (x103) | Fax 281.860.7651 | [tbryant@bryantlending.com](mailto:tbryant@bryantlending.com)

**Apply Online @ [www.BRYANTLENDING.com](http://www.BRYANTLENDING.com)**

**NOTE: INTEREST RATE QUOTES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNTIL RATE IS LOCKED IN AND CONFIRMED IN WRITING.**

- Amcap Mortgage Bank is the FHA banking side of Bryant Financial and a marketing partner of Bryant United Holdings, Inc. family of companies.

**2010 HUD Settlement Cost Booklet**

Under federal regulations we are required to make a booklet from the U.S. Department of Housing and Urban Development available to anyone originating a mortgage loan. We are delivering this to you via the following link to the on-line PDF document on the HUD website:

<http://portal.hud.gov/portal/page/portal/HUD/documents/Settlement%20Booklet%20December%202015%20REVISED.pdf>. If you are unable to access the document on-line, or if you prefer, please request a printed copy or PDF version via email.

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

**From:** Art Wammel <awammel@bryantlending.com>  
**Sent:** Wednesday, October 26, 2011 7:00 PM  
**To:** T.P Bryant, CEO  
**Subject:** Re: Total Payouts/November

I will. It's a great program from what I hear.

On Oct 26, 2011, at 6:53 PM, "T.P Bryant, CEO" <[tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)> wrote:

Thanks... Please let me know if anyone in cabo if they might be interested in our mortgage wholesale escrow account... The CEO of Bryant united capital funding will be more that happy to talk with them...:) I will cater a program that fits their needs...:)

Thanks,

Trey Bryant, CEO  
281-299-5311

Sent from my Bryant United iPhone

On Oct 26, 2011, at 6:43 PM, Art Wammel <[awammel@bryantlending.com](mailto:awammel@bryantlending.com)> wrote:

Yes.

On Oct 26, 2011, at 6:39 PM, "T.P Bryant, CEO" <[tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)> wrote:

My bad... I cut myself short... Your right:) did you set it up for tomorrow deposit?

Thanks,

Trey Bryant, CEO  
281-299-5311

Sent from my Bryant United iPhone

On Oct 26, 2011, at 6:31 PM, Art Wammel  
<[awammel@bryantlending.com](mailto:awammel@bryantlending.com)> wrote:

8100 Roland  
7000 Bryant  
2450 Hussein  
2000 Kenny  
21700 Roland fam  
500 Kenny ref  
1000 kenny friend.

42750

On Oct 26, 2011, at 12:54 PM, "T.P Bryant, CEO"  
<[tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)> wrote:

Hey Bro Sorry- I meant to send this last night...

Total Pay out to Investors: \$42,050.00

My pay out: \$24,999.00

Total Payout: \$67,049

Thanks,

**Trey Bryant, III**  
President & CEO | **BRYANT UNITED**  
**CAPTITAL FUNDING, INC**  
Direct 281.299.5311 | Office  
866.580.3525 | Fax 281.860.7651 |  
[tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

**From:** Trey Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Tuesday, September 07, 2010 3:05 PM  
**To:** awammel@bryantlending.com  
**Subject:** Investment Option/Scenario

Art;

Below is an example of what I sent my father and Farzad on the investment options... I Have 4-options up to 1 million invested- but I just send you the first two options so you can see the break down.

**Option I:**

Principle: \$200,000.00 ( Investment in Bryant United)  
Term: 13 months  
Monthly Distribution: \$20,000.00 (Paid by the 5<sup>th</sup> of every month)  
Total return: \$260,000.00 (After the 13<sup>th</sup> Month)  
Total 13-month Profit: \$60,000.00 (30% return)

You will not get a penalty for early withdraw since you are above the age of 59 ½... But the will take our 20% for taxes and then tax you on the difference at year end.

Every time you reinvest it will produce the above results without tax liability.

Now after the 4<sup>th</sup> year of reinvesting your amount every 13 months it pays you \$10k month throughout retirement without reinvesting... After year 4 and you reinvest it will also pay the above cycle- plus your 10k/month distribution. Every 4 years it doubles the monthly distribution without reinvesting.

**Option II:**

Principle: \$400,000.00 ( Investment in Bryant United)  
Term: 13 months  
Monthly Distribution: \$40,000.00 (Paid by the 5<sup>th</sup> of every month)  
Total return: \$520,000.00 (After the 13<sup>th</sup> Month)  
Total 13-month Profit: \$120,000.00 (30% return)

You will not get a penalty for early withdraw since you are above the age of 59 ½... But the will take our 20% for taxes and then tax you on the difference at year end.

Every time you reinvest it will produce the above results without tax liability....

After the 4<sup>th</sup> year of reinvesting your amount every 13 months it will pay you \$20,000.00 throughout retirement without reinvesting... After year 4 and you reinvest it will also pay you above cycle- plus your \$20k/month distribution... Every 4 years it doubles the monthly distribution without reinvesting.

\*\*\*\*\* You will be the only person in retirement that will have an escalating pay scale...☺

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED HOLDINGS, INC**

Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | [tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

\*\*\*\* The information contained in this transmission is confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.

**From:** awammel@bryantlending.com  
**Sent:** Tuesday, February 01, 2011 10:11 AM  
**To:** Trey Bryant  
**Subject:** Attatchments  
**Attachments:** HughesCapitalAct112010.pdf; GENERAL PARTNERSHIP AGREEMENT Maldonado.pdf; scan0023.pdf

Was this the requested information? Capital acct, Agreements, and Scan of main ccount page. Acct number has been blocked from statement.

Art Wammel  
Chief Operating Officer  
Bryant Financial  
(O) 281-860-7649  
(F) 281-860-7651  
[www.bryantlending.com](http://www.bryantlending.com)

\*\*\*\* This email transmission and all accompanying attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, please do not use, disseminate or copy this material. If you have received this email transmission in error, please notify us immediately by returning this email transmission and delete or destroy any copies (digital or paper). Nothing in this communication is intended to operate as an electronic signature under applicable law.

PageID #: 799

# Bryant United Holdings Inc

8325 Broadway Ste 202    Pearland TX, 77581  
Phone: (888) 580-3525    Fax: (281) 860-7651

---

February 1<sup>st</sup>, 2011

**Kenneth A. Hughes**  
**12485 Mammoth Springs Dr**  
**Richmond TX 77406**

Partner: BUHKH1

## Bryant United Holdings Inc.

### Statement of Partner's Capital Account For the Period : Dec 20, 2010 to Jan 23, 2011

ACTIVITY	USD
Opening Balance- Dec 20, 2010	\$200,000.00
Contributions	0.00
Withdrawals	7,000.00
Adjusted Opening Balance	193,000.00
Net Profit / (Loss) Allocation	7,000.00
Closing Balance – Jan 23, 2011	\$200,000.00



GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of March 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and Roland and Holly Maldonado (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Bryant United Holdings Inc reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Bryant United Holdings Inc reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. Roland and Holly Maldonado and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other

name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

### ARTICLE III.

#### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

### ARTICLE IV.

#### ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

### ARTICLE V.

#### TITLE

Title to all Partnership assets shall be in the name of the Partnership.

### ARTICLE VI.

#### CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Roland and Holly Maldonado —\$200,000.00 with the first monthly guaranteed cash disbursement of \$7,000.00 paid by the 5<sup>th</sup> of each month, with the 1<sup>st</sup> distribution paid on by the 5<sup>th</sup> of the following month from the 60<sup>th</sup> day from transfer of capital.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 60 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Bryant United Holdings Inc. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made 60 days immediately following the first 12 months.

ARTICLE VIII.

ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

#### 10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its

Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar



month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

#### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

### ARTICLE XI.

#### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (90) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem

advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2010 then ended within 90 days of such 2010, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions

relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc. \_\_\_\_\_

Roland Maldonado \_\_\_\_\_

Holly Maldonado \_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS**

Name	Address	Capital Contribution
Roland and Holly Maldonado	802 Sir Galahad Lane, Lewisville TX 75056	\$200,000.00







PO Box 2197  
 1-888-280-8020

Member FINRA - SIPC  
 Chicago, IL 60690-2197  
 www.optionsxpress.com



ACCOUNT STATEMENT

Account Number: 0502

Page: 1 of 5

Statement Period: 01/01/2011 to 01/31/2011

Last Statement: December 31, 2010

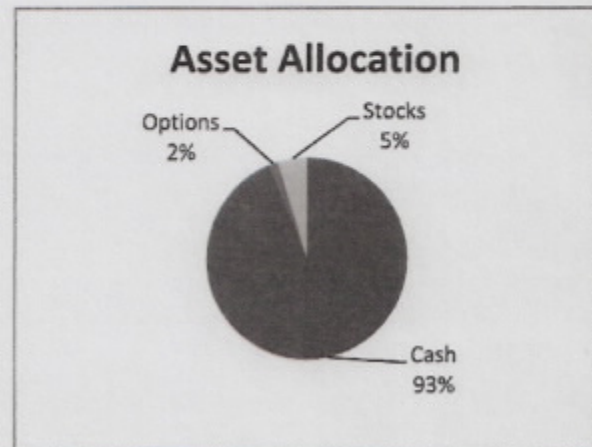
594723 594723 211301\_OX11

**BRYANT UNITED HOLDINGS INC**  
 8325 BROADWAY STE 202  
 PEARLAND TX 77581

From Your Investment Professional:  
**OPTIONSXPRESS**  
 Telephone: (888) 280-8020

Account Value Summary	
Money Markets	\$0.00
Cash	\$8,652,651.91
Options	\$158,425.87
Stocks	\$438,691.03
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$9,249,768.81</b>

Change In Value Summary	
Change in Value Since Dec. 2010	\$265,785.25
Change in Value Since Nov. 2010	\$52,500.00



Account Activity Summary		
Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$9,125,245.69</b>	
Assets Bought	0.00	
Assets Sold Redeemed	99,274.51	
Other Activity	0.00	
Money Market Activity	0.00	
Dividends Taxable/Non-Taxable	25,248.61	25248.61
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$9,249,768.81</b>	

**From:** Trey Bryant, CEO <tbryant@bryantlending.com>  
**Sent:** Monday, January 31, 2011 7:36 PM  
**To:** awammel@bryantlending.com  
**Subject:** Investment Items...

I just remembered that I did not send you the items that we discussed Saturday- Please see below...

- Account Statement that reflects 9mil or so in our escrow account.
- Monthly Statement with [REDACTED] reflecting \$7000.00/month earnings and \$200,000.00 capital balance. The name will be Bryant United Holdings, Inc. (8325 Broadway, Ste. 202 Pearland TX 77581- 1-888-580-3525 Toll Free)
- I need an investment contract (like the one you provided me for Ronnie) between Bryant United Holdings, Inc and [REDACTED]... Please change the time of distribution to 60 days instead of 180 days with \$200,000.00 of capital invested.
- Also can we add an appendix page that reflects \$7000.00/month paid by the 5<sup>th</sup> of each month and 1<sup>st</sup> distribution paid on by the 5<sup>th</sup> of the following month from the 60<sup>th</sup> day from Transfer of capital.

Please call me if you have any questions.

Thank You,

**Trey Bryant, III**

President & CEO | **BRYANT FINANCIAL** - Mortgage Group  
Direct 281.299.5311 | Office 281.860.7649 (x103) | Fax 281.860.7651 | [tbryant@bryantlending.com](mailto:tbryant@bryantlending.com)

**Apply Online @ [www.BRYANTLENDING.com](http://www.BRYANTLENDING.com)**

**NOTE: INTEREST RATE QUOTES ARE SUBJECT TO CHANGE WITHOUT NOTICE UNTIL RATE IS LOCKED IN AND CONFIRMED IN WRITING.**

- Amcap Mortgage Bank is the FHA banking side of Bryant Financial and a marketing partner of Bryant United Holdings, Inc. family of companies.

**2010 HUD Settlement Cost Booklet**

Under federal regulations we are required to make a booklet from the U.S. Department of Housing and Urban Development available to anyone originating a mortgage loan. We are delivering this to you via the following link to the on-line PDF document on the HUD website:

<http://portal.hud.gov/portal/page/portal/HUD/documents/Settlement%20Booklet%20December%2015%20REVISED.pdf> . If you are unable to access the document on-line, or if you prefer, please request a printed copy or PDF version via email.

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Friday, June 24, 2011 9:15 AM  
**To:** Art Wammel  
**Subject:** Investment Contracts  
**Attachments:** 1mil.docx; 10mil.docx; 100k.docx

Investment contract terms for you to review...

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED HOLDINGS, INC**

Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | [tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of July 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and \*\*\*\* (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied

in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. \*\*\*\*\*

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits pursuant to this Section shall be added to such taxable income;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits.

The amounts of the items of Partnership income, gain or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

## ARTICLE III.

### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

ARTICLE V.

TITLE

Title to all Partnership assets shall be in the name of the Partnership.

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Preserved Capital \$100,000.00- with the Guaranteed rate of return at 30%- with the first of 13-monthly installments of \$10,000.00 beginning on September 5<sup>th</sup>, 2011 and ending on October 5<sup>th</sup>, 2012 – Installments are guaranteed per month with no risk implied of deposited capital.

6.3. Additional Capital Contributions.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its



organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

## ARTICLE VII.

### DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Distributions made 60 days immediately following the initial request of withdraw.

## ARTICLE VIII.

### ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

#### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

### ARTICLE XI.

#### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct

business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (180) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any



of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the

"Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

##### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc.

by: \_\_\_\_\_

Undisclosed Limited Partner \_\_\_\_\_

and/or

Undisclosed Limited Partner \_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP**

Name		Capital Contribution	%Owned
"Limited Partner"	Lago Verde Dr. Richmond, TX 77406	\$100,000.00	100%
Bryant United Holdings, Inc	8325 Broadway, Ste. 202 Pearland, TX 77581	\$0.00	0%

## MONTHLY DISBURSMENT AMORTIZATION CHART

### Initial Capital \$100,000.00 (USD)

<u>DATE</u>	<u>AMOUNT</u>	<u>Returned Capital/Interest</u>
1. September 5 <sup>th</sup> , 2011	\$10,000.00	\$10,000.00
2. October 5 <sup>th</sup> , 2011	\$10,000.00	\$20,000.00
3. November 5 <sup>th</sup> , 2011	\$10,000.00	\$30,000.00
4. December 5 <sup>th</sup> , 2011	\$10,000.00	\$40,000.00
5. January 5 <sup>th</sup> , 2012	\$10,000.00	\$50,000.00
6. February 5 <sup>th</sup> , 2012	\$10,000.00	\$60,000.00
7. March 5 <sup>th</sup> , 2012	\$10,000.00	\$70,000.00
8. April 5 <sup>th</sup> , 2012	\$10,000.00	\$80,000.00
9. May 5 <sup>th</sup> , 2012	\$10,000.00	\$90,000.00
10. June 5 <sup>th</sup> , 2012	\$10,000.00	\$100,000.00
11. July 5 <sup>th</sup> , 2012	\$10,000.00	\$110,000.00
12. August 5 <sup>th</sup> , 2012	\$10,000.00	\$120,000.00
13. September 5 <sup>th</sup> , 2012	\$10,000.00	= <b>\$130,000.00</b>

### **- 24-MONTH RETAINED RESIDUAL PROGRAM -**

(1% Monthly of Initial Deposit for 24 Consecutive Months)

**\*\*\* Initial Amount does not qualify for 24-month Retained Residual Program**

GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of July 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and \*\*\*\* (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied

in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. \*\*\*\*\*

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits pursuant to this Section shall be added to such taxable income;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits.

The amounts of the items of Partnership income, gain or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

## ARTICLE III.

### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

ARTICLE V.

TITLE

Title to all Partnership assets shall be in the name of the Partnership.

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Preserved Capital \$10,000,000.00- with the Guaranteed rate of return at 30%- with the first of 13-monthly installments of \$1,000,000.00 beginning on September 5<sup>th</sup>, 2011 and ending on October 5<sup>th</sup>, 2012 – Installments are guaranteed per month with no risk implied of deposited capital. Qualifies for 12-Month Retained Residual Program- \$100,000.00/month starting on the 14<sup>th</sup> Month without reinvestment of capital needed. First Residual Payment begins October 5<sup>th</sup>, 2011.

6.3. Additional Capital Contributions.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.



6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

#### ARTICLE VII.

##### DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Distributions made 60 days immediately following the initial request of withdraw.

#### ARTICLE VIII.

##### ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

#### ARTICLE IX.

##### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

#### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

### ARTICLE XI.

#### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct

business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (180) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any



of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the

"Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc.

by: \_\_\_\_\_

Undisclosed Limited Partner \_\_\_\_\_

and/or

Undisclosed Limited Partner \_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP**

Name		Capital Contribution	%Owned
"Limited Partner"	Lago Verde Dr. Richmond, TX 77406	\$10,000,000.00(USD)	100%
Bryant United Holdings, Inc	8325 Broadway, Ste. 202 Pearland, TX 77581	\$0.00	0%

## MONTHLY DISBURSMENT AMORTIZATION CHART

### Initial Capital \$10,000,000.00 (USD)

<u>DATE</u>	<u>AMOUNT</u>	<u>Returned Capital/Interest</u>
1. September 5 <sup>th</sup> , 2011	\$1,000,000.00	\$1,000,000.00
2. October 5 <sup>th</sup> , 2011	\$1,000,000.00	\$2,000,000.00
3. November 5 <sup>th</sup> , 2011	\$1,000,000.00	\$3,000,000.00
4. December 5 <sup>th</sup> , 2011	\$1,000,000.00	\$4,000,000.00
5. January 5 <sup>th</sup> , 2012	\$1,000,000.00	\$5,000,000.00
6. February 5 <sup>th</sup> , 2012	\$1,000,000.00	\$6,000,000.00
7. March 5 <sup>th</sup> , 2012	\$1,000,000.00	\$7,000,000.00
8. April 5 <sup>th</sup> , 2012	\$1,000,000.00	\$8,000,000.00
9. May 5 <sup>th</sup> , 2012	\$1,000,000.00	\$9,000,000.00
10. June 5 <sup>th</sup> , 2012	\$1,000,000.00	\$10,000,000.00
11. July 5 <sup>th</sup> , 2012	\$1,000,000.00	\$11,000,000.00
12. August 5 <sup>th</sup> , 2012	\$1,000,000.00	\$12,000,000.00
13. September 5 <sup>th</sup> , 2012	\$1,000,000.00	= <b>\$13,000,000.00</b>

### - 12-MONTH RETAINED RESIDUAL PROGRAM -

(1% Monthly of Initial Deposit for 12 Consecutive Months)

<u>DATE</u>	<u>AMOUNT</u>	<u>Returned Capital/Interest</u>
14. October 5 <sup>th</sup> , 2012	\$100,000.00	\$100,000.00
15. November 5 <sup>th</sup> , 2012	\$100,000.00	\$200,000.00
16. December 5 <sup>th</sup> , 2012	\$100,000.00	\$300,000.00
17. January 5 <sup>th</sup> , 2013	\$100,000.00	\$400,000.00
18. February 5 <sup>th</sup> , 2013	\$100,000.00	\$500,000.00
19. March 5 <sup>th</sup> , 2013	\$100,000.00	\$600,000.00
20. April 5 <sup>th</sup> , 2013	\$100,000.00	\$700,000.00
21. May 5 <sup>th</sup> , 2013	\$100,000.00	\$800,000.00
22. June 5 <sup>th</sup> , 2012	\$100,000.00	\$900,000.00
23. July 5 <sup>th</sup> , 2012	\$100,000.00	\$1,000,000.00
24. August 5 <sup>th</sup> , 2012	\$100,000.00	\$1,100,000.00
25. September 5 <sup>th</sup> , 2012	\$10,000.00	= <b>\$1,200,000.00</b>

GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of July 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and \*\*\*\* (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied

in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. \*\*\*\*\*

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits pursuant to this Section shall be added to such taxable income;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits.

The amounts of the items of Partnership income, gain or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

## ARTICLE III.

### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

ARTICLE V.

TITLE

Title to all Partnership assets shall be in the name of the Partnership.

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Preserved Capital \$1,000,000.00- with the Guaranteed rate of return at 30%- with the first of 13-monthly installments of \$100,000.00 beginning on September 5<sup>th</sup>, 2011 and ending on October 5<sup>th</sup>, 2012 – Installments are guaranteed per month with no risk implied of deposited capital. Qualifies for 12-Month Retained Residual Program- \$10,000.00/month starting on the 14<sup>th</sup> Month without reinvestment of capital needed. First Payment begins October 5<sup>th</sup>, 2011.

6.3. Additional Capital Contributions.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.



6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

#### ARTICLE VII.

##### DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Distributions made 60 days immediately following the initial request of withdraw.

#### ARTICLE VIII.

##### ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

#### ARTICLE IX.

##### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

## ARTICLE XI.

### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct

business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (180) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any



of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the

"Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc.

by: \_\_\_\_\_

Undisclosed Limited Partner \_\_\_\_\_

and/or

Undisclosed Limited Partner \_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP**

Name		Capital Contribution	%Owned
"Limited Partner"	Lago Verde Dr. Richmond, TX 77406	\$1,000,000.00	100%
Bryant United Holdings, Inc	8325 Broadway, Ste. 202 Pearland, TX 77581	\$0.00	0%

## MONTHLY DISBURSMENT AMORTIZATION CHART

### Initial Capital \$1,000,000.00 (USD)

<u>DATE</u>	<u>AMOUNT</u>	<u>Returned Capital/Interest</u>
1. September 5 <sup>th</sup> , 2011	\$100,000.00	\$100,000.00
2. October 5 <sup>th</sup> , 2011	\$100,000.00	\$200,000.00
3. November 5 <sup>th</sup> , 2011	\$100,000.00	\$300,000.00
4. December 5 <sup>th</sup> , 2011	\$100,000.00	\$400,000.00
5. January 5 <sup>th</sup> , 2012	\$100,000.00	\$500,000.00
6. February 5 <sup>th</sup> , 2012	\$100,000.00	\$600,000.00
7. March 5 <sup>th</sup> , 2012	\$100,000.00	\$700,000.00
8. April 5 <sup>th</sup> , 2012	\$100,000.00	\$800,000.00
9. May 5 <sup>th</sup> , 2012	\$100,000.00	\$900,000.00
10. June 5 <sup>th</sup> , 2012	\$100,000.00	\$1,000,000.00
11. July 5 <sup>th</sup> , 2012	\$100,000.00	\$1,100,000.00
12. August 5 <sup>th</sup> , 2012	\$100,000.00	\$1,200,000.00
13. September 5 <sup>th</sup> , 2012	\$100,000.00	= <b>\$1,300,000.00</b>

### - 12-MONTH RETAINED RESIDUAL PROGRAM -

(1% Monthly of Initial Deposit for 12 Consecutive Months)

<u>DATE</u>	<u>AMOUNT</u>	<u>Returned Capital/Interest</u>
14. October 5 <sup>th</sup> , 2012	\$10,000.00	\$10,000.00
15. November 5 <sup>th</sup> , 2012	\$10,000.00	\$20,000.00
16. December 5 <sup>th</sup> , 2012	\$10,000.00	\$30,000.00
17. January 5 <sup>th</sup> , 2013	\$10,000.00	\$40,000.00
18. February 5 <sup>th</sup> , 2013	\$10,000.00	\$50,000.00
19. March 5 <sup>th</sup> , 2013	\$10,000.00	\$60,000.00
20. April 5 <sup>th</sup> , 2013	\$10,000.00	\$70,000.00
21. May 5 <sup>th</sup> , 2013	\$10,000.00	\$80,000.00
22. June 5 <sup>th</sup> , 2012	\$10,000.00	\$90,000.00
23. July 5 <sup>th</sup> , 2012	\$10,000.00	\$100,000.00
24. August 5 <sup>th</sup> , 2012	\$10,000.00	\$110,000.00
25. September 5 <sup>th</sup> , 2012	\$10,000.00	= <b>\$120,000.00</b>

GENERAL PARTNERSHIP AGREEMENT  
OF  
WAMMEL GROUP HOLDINGS PARTNERSHIP

THIS GENERAL PARTNERSHIP AGREEMENT of Wammel Group Holdings effective as of May 26<sup>th</sup> 2010, by and between Wammel Group LLC (General Partner/Managing Partner), and Bryant United Holdings Inc. (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Wammel Group LLC reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Wammel Group LLC reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated

pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Wammel Group LLC

1.11. Partner or Partners. Bryant United Holdings Inc. and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Wammel Group Holdings, a Texas general partnership.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership designated [Name of Partnership] or such other name as is

approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State of [non-uniform State] a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

### ARTICLE III.

#### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be to invest in stocks, options, and various derivative contracts and to engage in any and all activities related or incidental to carrying out the foregoing, and to conduct and engage in any and all activities permitted by law in furtherance of the business of the Partnership.

### ARTICLE IV.

#### ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 4128 Boardwalk Blvd, Seabrook TX 77586. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

### ARTICLE V.

#### TITLE

Title to all Partnership assets shall be in the name of the Partnership.

### ARTICLE VI.

#### CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Bryant United Holdings Inc. —\$200,000.00 with an even profit split of 50% of net profits.



6.2.2 Wammel Group LLC.--\$0.00 with an even profit split of 50% of net profits.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 180 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

## ARTICLE VII.

### DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Wammel Group LLC. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made on the Friday following the 3<sup>rd</sup> Friday of each calendar month.

## ARTICLE VIII.

### ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

8.1.1 Profit will be allocated at a 50/50 split between Bryant United Holdings Inc, and Wammel Group LLC.

8.2. Allocation of Losses. All Losses, losses for accounting purposes, taxable loss and losses from sales or exchanges of property (net of gains) for each fiscal year shall be allocated, on an annual or more frequent basis as

determined by the Code and Treasury Regulations promulgated thereunder, to each Partner in the following order of priority:

8.2.1 All losses shall be endured by the partnership from initial capital contributions and shared between partners based on ownership interest.

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

[Insert Any Provision Restricting Authority of Managing Partner]

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

## ARTICLE XI.

### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

## 11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 180 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.



11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (180) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days

after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

## ARTICLE XIII.

### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2010 then ended within 90 days of such 2010, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc.

---

Wammel Group LLC

---

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS**

Name	Address	Capital Contribution and % Ownership Interest
Bryant United Holdings Inc.	8325 Broadway Ste:202 Pearland TX 77581	\$200,000.00 at 50%
Wammel Group LLC	4128 Boardwalk Blvd, Seabrook TX 77586	\$0.00 at 50%

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**5/17/2010 TO 6/20/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	200,000.00	100%
Wammel Group LLC Investment	\$	-	0%
	\$	<b>200,000.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,200.00
Wammel Group LLC	\$	10,200.00
<b>Account Total</b>	\$	<b>20,400.00</b>

<b>Ending Account Value</b>	\$	<b>220,400.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	8,500.00
<b>Withdrawal Total</b>	\$	<b>8,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	\$	-

**Reinvestment**

Bryant Untied Holding Inc	\$	1,700.00
Wammel Group LLC	\$	10,200.00
<b>Reinvestment Total</b>	\$	<b>11,900.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	201,700.00	95.19%
Wammel Group LLC	\$	10,200.00	4.81%
<b>Total New investment</b>	\$	<b>211,900.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	201,700.00	95%
Wammel Group LLC	\$	10,200.00	5%
	\$	<b>211,900.00</b>	

**Account Activity**

Bryant Check Number 11149	\$7,000.00
Bryant Check Number 11150	\$1,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**6/21/2010 TO 7/18/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	201,700.00	95%
Wammel Group LLC Investment	\$	10,200.00	5%
	<b>\$</b>	<b>211,900.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	12,771.00
Wammel Group LLC	\$	12,771.00
<b>Account Total</b>	<b>\$</b>	<b>25,542.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>237,442.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	2,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>2,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	<b>\$</b>	<b>-</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	10,771.00
Wammel Group LLC	\$	12,771.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>23,542.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	212,471.00	90.24%
Wammel Group LLC	\$	22,971.00	9.76%
<b>Total New investment</b>	<b>\$</b>	<b>235,442.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	212,471.00	90%
Wammel Group LLC	\$	22,971.00	10%
	<b>\$</b>	<b>235,442.00</b>	

**Account Activity**

Bryant Check Number 11156	\$2,000.00
---------------------------	------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**7/19/2010 TO 8/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	212,471.00	90%
Wammel Group LLC Investment	\$	22,971.00	10%
	<b>\$</b>	<b>235,442.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,405.00
Wammel Group LLC	\$	11,405.00
<b>Account Total</b>	<b>\$</b>	<b>22,810.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>258,252.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	15,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>15,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	5,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>5,000.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(3,595.00)
Wammel Group LLC	\$	6,405.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>2,810.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	208,876.00	87.67%
Wammel Group LLC	\$	29,376.00	12.33%
<b>Total New investment</b>	<b>\$</b>	<b>238,252.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	208,876.00	88%
Wammel Group LLC	\$	29,376.00	12%
	<b>\$</b>	<b>238,252.00</b>	

**Account Activity**

Bryant Check Number 11158	\$10,000.00
Bryant Check Number(WGLLC) 11157	\$10,000.00



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**8/21/2010 TO 9/19/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	208,876.00	88%
Wammel Group LLC Investment	\$	29,376.00	12%
	<b>\$</b>	<b>238,252.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,501.00
Wammel Group LLC	\$	11,501.00
<b>Account Total</b>	<b>\$</b>	<b>23,002.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>261,254.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	12,550.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>12,550.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(1,049.00)
Wammel Group LLC	\$	8,251.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>7,202.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,827.00	84.67%
Wammel Group LLC	\$	37,627.00	15.33%
<b>Total New investment</b>	<b>\$</b>	<b>245,454.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,827.00	85%
Wammel Group LLC	\$	37,627.00	15%
	<b>\$</b>	<b>245,454.00</b>	

**Account Activity**

Bryant United Holdings 11164	\$9,300.00
Bryant United Holdings 11165	\$6,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**9/19/2010 TO 10/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	207,827.00	85%
Wammel Group LLC Investment	\$	37,627.00	15%
	\$	<b>245,454.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,828.00
Wammel Group LLC	\$	10,828.00
<b>Account Total</b>	\$	<b>21,656.00</b>

<b>Ending Account Value</b>	\$	<b>267,110.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,825.00
<b>Withdrawal Total</b>	\$	<b>10,825.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	3.00
Wammel Group LLC	\$	7,578.00
<b>Reinvestment Total</b>	\$	<b>7,581.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,830.00	82.13%
Wammel Group LLC	\$	45,205.00	17.87%
<b>Total New investment</b>	\$	<b>253,035.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,830.00	82%
Wammel Group LLC	\$	45,205.00	18%
	\$	<b>253,035.00</b>	

**Account Activity**

Bryant United Holdings Chk#11178	\$7,500.00
Bryant United Holdings Chk#11176	\$6,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/22/2010 TO 11/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	207,830.00	82%
Wammel Group LLC Investment	\$	45,205.00	18%
	\$	<b>253,035.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,201.00
Wammel Group LLC	\$	10,201.00
<b>Account Total</b>	\$	<b>20,402.00</b>

<b>Ending Account Value</b>	\$	<b>273,437.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,750.00
<b>Withdrawal Total</b>	\$	<b>10,750.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(549.00)
Wammel Group LLC	\$	6,951.00
<b>Reinvestment Total</b>	\$	<b>6,402.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,281.00	79.90%
Wammel Group LLC	\$	52,156.00	20.10%
<b>Total New investment</b>	\$	<b>259,437.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,281.00	80%
Wammel Group LLC	\$	52,156.00	20%
	\$	<b>259,437.00</b>	

**Account Activity**

Bryant United Holdings Chk#11180	\$7,500.00
Bryant United Holdings Chk#11179	\$6,500.00

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
11/22/2010 TO 12/19/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	257,281.00	83%
Wammel Group LLC Investment	\$	52,156.00	17%
	\$	<b>309,437.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,005.00
Wammel Group LLC	\$	10,005.00
<b>Account Total</b>	\$	<b>20,010.00</b>

<b>Ending Account Value</b>	\$	<b>329,447.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	14,250.00
<b>Withdrawal Total</b>	\$	<b>14,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(4,245.00)
Wammel Group LLC	\$	6,755.00
<b>Reinvestment Total</b>	\$	<b>2,510.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	253,036.00	81.12%
Wammel Group LLC	\$	58,911.00	18.88%
<b>Total New investment</b>	\$	<b>311,947.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	253,036.00	81%
Wammel Group LLC	\$	58,911.00	19%
	\$	<b>311,947.00</b>	

**Account Activity**

Bryant United Holdings #11186	\$3,500.00
Bryant United Holdings #11189	\$6,500.00
Bryant United Holdings #11188	\$7,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**12/19/2010 TO 01/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	253,036.00	81%
Wammel Group LLC Investment	\$	58,911.00	19%
	<b>\$</b>	<b>311,947.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,258.00
Wammel Group LLC	\$	11,258.00
<b>Account Total</b>	<b>\$</b>	<b>22,516.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>334,463.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	11,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>11,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	<b>\$</b>	<b>-</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	258.00
Wammel Group LLC	\$	11,258.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>11,516.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	253,294.00	78.31%
Wammel Group LLC	\$	70,169.00	21.69%
<b>Total New investment</b>	<b>\$</b>	<b>323,463.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	253,294.00	78%
Wammel Group LLC	\$	70,169.00	22%
	<b>\$</b>	<b>323,463.00</b>	

**Account Activity**

Bryant United Holdings #10397	\$11,000.00
-------------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**01/23/2010 TO 02/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	253,294.00	78%
Wammel Group LLC Investment	\$	70,169.00	22%
	\$	<b>323,463.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,655.00
Wammel Group LLC	\$	10,655.00
<b>Account Total</b>	\$	<b>21,310.00</b>

<b>Ending Account Value</b>	\$	<b>344,773.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	9,500.00
<b>Withdrawal Total</b>	\$	<b>9,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	\$	-

**Reinvestment**

Bryant Untied Holding Inc	\$	1,155.00
Wammel Group LLC	\$	10,655.00
<b>Reinvestment Total</b>	\$	<b>11,810.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	254,449.00	75.89%
Wammel Group LLC	\$	80,824.00	24.11%
<b>Total New investment</b>	\$	<b>335,273.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	254,449.00	76%
Wammel Group LLC	\$	80,824.00	24%
	\$	<b>335,273.00</b>	

**Account Activity**

Bryant United Holdings INC #11199	\$7,500.00
Bryant United Holdings INC #11200	\$2,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/24/2010 TO 03/20/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	254,449.00	76%
Wammel Group LLC Investment	\$	80,824.00	24%
	\$	<b>335,273.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,725.00
Wammel Group LLC	\$	10,725.00
<b>Account Total</b>	\$	<b>21,450.00</b>

<b>Ending Account Value</b>	\$	<b>356,723.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,000.00
<b>Withdrawal Total</b>	\$	<b>10,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	500.00
<b>Withdrawal Total</b>	\$	<b>500.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	725.00
Wammel Group LLC	\$	10,225.00
<b>Reinvestment Total</b>	\$	<b>10,950.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	255,174.00	73.70%
Wammel Group LLC	\$	91,049.00	26.30%
<b>Total New investment</b>	\$	<b>346,223.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	255,174.00	74%
Wammel Group LLC	\$	91,049.00	26%
	\$	<b>346,223.00</b>	

**Account Activity**

Bryant United Holdings INC #	\$8,500.00
Bryant United Holdings INC #	\$2,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**03/20/2010 TO 04/17/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	255,174.00	74%
Wammel Group LLC Investment	\$	91,049.00	26%
	\$	<b>346,223.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,129.00
Wammel Group LLC	\$	10,129.00
<b>Account Total</b>	\$	<b>20,258.00</b>

**Ending Account Value** \$ **366,481.00**

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	14,250.00
<b>Withdrawal Total</b>	\$	<b>14,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	250.00
<b>Withdrawal Total</b>	\$	<b>250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(4,121.00)
Wammel Group LLC	\$	9,879.00
<b>Reinvestment Total</b>	\$	<b>5,758.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	251,053.00	71.33%
Wammel Group LLC	\$	100,928.00	28.67%
<b>Total New investment</b>	\$	<b>351,981.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	251,053.00	71%
Wammel Group LLC	\$	100,928.00	29%
	\$	<b>351,981.00</b>	

**Account Activity**

Bryant United Holdings INC # \$14,250.00



**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
04/18/2010 TO 05/22/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	251,053.00	71%
Wammel Group LLC Investment	\$	100,928.00	29%
	\$	<b>351,981.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,122.00
Wammel Group LLC	\$	11,122.00
<b>Account Total</b>	\$	<b>22,244.00</b>

<b>Ending Account Value</b>	\$	<b>374,225.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	11,500.00
<b>Withdrawal Total</b>	\$	<b>11,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,750.00
<b>Withdrawal Total</b>	\$	<b>3,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(378.00)
Wammel Group LLC	\$	7,372.00
<b>Reinvestment Total</b>	\$	<b>6,994.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	250,675.00	69.83%
Wammel Group LLC	\$	108,300.00	30.17%
<b>Total New investment</b>	\$	<b>358,975.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	250,675.00	70%
Wammel Group LLC	\$	108,300.00	30%
	\$	<b>358,975.00</b>	

**Account Activity**

Bryant United Holdings INC #	\$14,500.00
Bryant United Holdings INC #	\$500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/23/2010 TO 06/19/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	250,675.00	70%
Wammel Group LLC Investment	\$	108,300.00	30%
	\$	<b>358,975.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,585.00
Wammel Group LLC	\$	11,585.00
<b>Account Total</b>	\$	<b>23,170.00</b>

<b>Ending Account Value</b>	\$	<b>382,145.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	17,250.00
<b>Withdrawal Total</b>	\$	<b>17,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,750.00
<b>Withdrawal Total</b>	\$	<b>3,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(5,665.00)
Wammel Group LLC	\$	7,835.00
<b>Reinvestment Total</b>	\$	<b>2,170.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	245,010.00	67.84%
Wammel Group LLC	\$	116,135.00	32.16%
<b>Total New investment</b>	\$	<b>361,145.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	245,010.00	68%
Wammel Group LLC	\$	116,135.00	32%
	\$	<b>361,145.00</b>	

**Account Activity**

Bryant United Holdings INC # \$21,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**06/20/2010 TO 07/17/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	456,510.00	80%
Wammel Group LLC Investment	\$	116,135.00	20%
	\$	<b>572,645.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	15,755.00
Wammel Group LLC	\$	15,755.00
<b>Account Total</b>	\$	<b>31,510.00</b>

<b>Ending Account Value</b>	\$	<b>604,155.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	15,755.00
<b>Withdrawal Total</b>	\$	<b>15,755.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	7,250.00
<b>Withdrawal Total</b>	\$	<b>7,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	8,505.00
<b>Reinvestment Total</b>	\$	<b>8,505.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	456,510.00	78.55%
Wammel Group LLC	\$	124,640.00	21.45%
<b>Total New investment</b>	\$	<b>581,150.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	456,510.00	79%
Wammel Group LLC	\$	124,640.00	21%
	\$	<b>581,150.00</b>	

**Account Activity**

Bryant United Holdings INC #11245	\$23,005.00
-----------------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**07/18/2010 TO 08/21/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	576,510.00	83%
Wammel Group LLC Investment	\$	116,135.00	17%
	<b>\$</b>	<b>692,645.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	12,810.00
Wammel Group LLC	\$	12,810.00
<b>Account Total</b>	<b>\$</b>	<b>25,620.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>718,265.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	12,810.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>12,810.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	7,975.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>7,975.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	4,835.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>4,835.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	576,510.00	82.66%
Wammel Group LLC	\$	120,970.00	17.34%
<b>Total New investment</b>	<b>\$</b>	<b>697,480.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	576,510.00	83%
Wammel Group LLC	\$	120,970.00	17%
	<b>\$</b>	<b>697,480.00</b>	

**Account Activity**

Bryant United Holdings INC # \$20,785.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/22/2010 TO 09/18/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	576,510.00	83%
Wammel Group LLC Investment	\$	120,970.00	17%
	\$	<b>697,480.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	26,221.00
Wammel Group LLC	\$	26,221.00
<b>Account Total</b>	\$	<b>52,442.00</b>

**Ending Account Value** \$ **749,922.00**

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	26,221.00
<b>Withdrawal Total</b>	\$	<b>26,221.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	10,025.00
<b>Withdrawal Total</b>	\$	<b>10,025.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	16,196.00
<b>Reinvestment Total</b>	\$	<b>16,196.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	576,510.00	80.78%
Wammel Group LLC	\$	137,166.00	19.22%
<b>Total New investment</b>	\$	<b>713,676.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	576,510.00	81%
Wammel Group LLC	\$	137,166.00	19%
	\$	<b>713,676.00</b>	

**Account Activity**

Bryant United Holdings INC #11256 \$46,246.00

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
09/19/2010 TO 10/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,196,510.00	90%
Wammel Group LLC Investment	\$	137,166.00	10%
	\$	<b>1,333,676.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	45,869.00
Wammel Group LLC	\$	45,869.00
<b>Account Total</b>	\$	<b>91,738.00</b>

<b>Ending Account Value</b>	\$	<b>1,425,414.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	45,869.00
<b>Withdrawal Total</b>	\$	<b>45,869.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	91,375.00
<b>Withdrawal Total</b>	\$	<b>91,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	(45,506.00)
<b>Reinvestment Total</b>	\$	<b>(45,506.00)</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,196,510.00	92.88%
Wammel Group LLC	\$	91,660.00	7.12%
<b>Total New investment</b>	\$	<b>1,288,170.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,196,510.00	93%
Wammel Group LLC	\$	91,660.00	7%
	\$	<b>1,288,170.00</b>	

**Account Activity**

Bryant United Holdings INC	\$67,744.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/24/2010 TO 11/20/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,196,510.00	93%
Wammel Group LLC Investment	\$	91,660.00	7%
	<b>\$</b>	<b>1,288,170.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	41,858.00
Wammel Group LLC	\$	45,858.00
<b>Account Total</b>	<b>\$</b>	<b>87,716.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>1,375,886.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	41,858.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>41,858.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	21,375.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>21,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,483.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>24,483.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,196,510.00	91.15%
Wammel Group LLC	\$	116,143.00	8.85%
<b>Total New investment</b>	<b>\$</b>	<b>1,312,653.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,196,510.00	91%
Wammel Group LLC	\$	116,143.00	9%
	<b>\$</b>	<b>1,312,653.00</b>	

**Account Activity**

Bryant United Holdings INC	\$63,233.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/21/2010 TO 12/18/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,496,510.00	94%
Wammel Group LLC Investment	\$	91,660.00	6%
	\$	<b>1,588,170.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	55,247.00
Wammel Group LLC	\$	55,247.00
<b>Account Total</b>	\$	<b>110,494.00</b>

<b>Ending Account Value</b>	\$	<b>1,698,664.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	55,247.00
<b>Withdrawal Total</b>	\$	<b>55,247.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	26,625.00
<b>Withdrawal Total</b>	\$	<b>26,625.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	28,622.00
<b>Reinvestment Total</b>	\$	<b>28,622.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,496,510.00	92.56%
Wammel Group LLC	\$	120,282.00	7.44%
<b>Total New investment</b>	\$	<b>1,616,792.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,496,510.00	93%
Wammel Group LLC	\$	120,282.00	7%
	\$	<b>1,616,792.00</b>	

**Account Activity**

Bryant United Holdings INC	\$81,872.00
----------------------------	-------------



**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
12/19/2010 TO 01/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	1,646,510.00	93%
Wammel Group LLC Investment	\$	120,282.00	7%
	\$	<b>1,766,792.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	62,251.00
Wammel Group LLC	\$	62,251.00
<b>Account Total</b>	\$	<b>124,502.00</b>

<b>Ending Account Value</b>	\$	<b>1,891,294.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	62,251.00
<b>Withdrawal Total</b>	\$	<b>62,251.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	29,250.00
<b>Withdrawal Total</b>	\$	<b>29,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,001.00
<b>Reinvestment Total</b>	\$	<b>33,001.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,646,510.00	91.48%
Wammel Group LLC	\$	153,283.00	8.52%
<b>Total New investment</b>	\$	<b>1,799,793.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,646,510.00	91%
Wammel Group LLC	\$	153,283.00	9%
	\$	<b>1,799,793.00</b>	

**Account Activity**

Bryant United Holdings INC	\$91,510.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
01/23/2010 TO 02/19/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	1,696,510.00	92%
Wammel Group LLC Investment	\$	153,283.00	8%
	\$	<b>1,849,793.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	61,996.00
Wammel Group LLC	\$	61,996.00
<b>Account Total</b>	\$	<b>123,992.00</b>

<b>Ending Account Value</b>	\$	<b>1,973,785.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	61,996.00
<b>Withdrawal Total</b>	\$	<b>61,996.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	30,125.00
<b>Withdrawal Total</b>	\$	<b>30,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	31,871.00
<b>Reinvestment Total</b>	\$	<b>31,871.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,696,510.00	90.16%
Wammel Group LLC	\$	185,154.00	9.84%
<b>Total New investment</b>	\$	<b>1,881,664.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,696,510.00	90%
Wammel Group LLC	\$	185,154.00	10%
	\$	<b>1,881,664.00</b>	

**Account Activity**

Bryant United Holdings INC	\$92,121.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/20/2010 TO 03/18/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,006,510.00	92%
Wammel Group LLC Investment	\$	185,154.00	8%
	\$	<b>2,191,664.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	70,125.00
Wammel Group LLC	\$	70,125.00
<b>Account Total</b>	\$	<b>140,250.00</b>

<b>Ending Account Value</b>	\$	<b>2,331,914.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	70,125.00
<b>Withdrawal Total</b>	\$	<b>70,125.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	36,496.00
<b>Withdrawal Total</b>	\$	<b>36,496.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,629.00
<b>Reinvestment Total</b>	\$	<b>33,629.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,006,510.00	90.17%
Wammel Group LLC	\$	218,783.00	9.83%
<b>Total New investment</b>	\$	<b>2,225,293.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,006,510.00	90%
Wammel Group LLC	\$	218,783.00	10%
	\$	<b>2,225,293.00</b>	

**Account Activity**

Bryant United Holdings INC	\$106,621.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**03/19/2010 TO 04/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,206,510.00	92%
Wammel Group LLC Investment	\$	185,154.00	8%
	<b>\$</b>	<b>2,391,664.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	72,852.00
Wammel Group LLC	\$	72,852.00
<b>Account Total</b>	<b>\$</b>	<b>145,704.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>2,537,368.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	72,852.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>72,852.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	38,503.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>38,503.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	34,349.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>34,349.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,206,510.00	90.95%
Wammel Group LLC	\$	219,503.00	9.05%
<b>Total New investment</b>	<b>\$</b>	<b>2,426,013.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,206,510.00	91%
Wammel Group LLC	\$	219,503.00	9%
	<b>\$</b>	<b>2,426,013.00</b>	

**Account Activity**

Bryant United Holdings INC	\$112,848.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**04/23/2010 TO 05/20/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,506,510.00	92%
Wammel Group LLC Investment	\$	221,510.00	8%
	\$	<b>2,728,020.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,980.00
Wammel Group LLC	\$	75,980.00
<b>Account Total</b>	\$	<b>151,960.00</b>

<b>Ending Account Value</b>	\$	<b>2,879,980.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,980.00
<b>Withdrawal Total</b>	\$	<b>75,980.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	43,750.00
<b>Withdrawal Total</b>	\$	<b>43,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	32,230.00
<b>Reinvestment Total</b>	\$	<b>32,230.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,506,510.00	90.81%
Wammel Group LLC	\$	253,740.00	9.19%
<b>Total New investment</b>	\$	<b>2,760,250.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,506,510.00	91%
Wammel Group LLC	\$	253,740.00	9%
	\$	<b>2,760,250.00</b>	

**Account Activity**

Bryant United Holdings INC	\$119,730.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/21/2010 TO 06/17/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,556,510.00	91%
Wammel Group LLC Investment	\$	253,740.00	9%
	\$	<b>2,810,250.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	77,973.00
Wammel Group LLC	\$	77,973.00
<b>Account Total</b>	\$	<b>155,946.00</b>

<b>Ending Account Value</b>	\$	<b>2,966,196.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	77,973.00
<b>Withdrawal Total</b>	\$	<b>77,973.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	44,625.00
<b>Withdrawal Total</b>	\$	<b>44,625.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,348.00
<b>Reinvestment Total</b>	\$	<b>33,348.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,556,510.00	89.90%
Wammel Group LLC	\$	287,088.00	10.10%
<b>Total New investment</b>	\$	<b>2,843,598.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,556,510.00	90%
Wammel Group LLC	\$	287,088.00	10%
	\$	<b>2,843,598.00</b>	

**Account Activity**

Bryant United Holdings INC	\$122,598.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**06/18/2010 TO 07/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,656,510.00	90%
Wammel Group LLC Investment	\$	287,088.00	10%
	<b>\$</b>	<b>2,943,598.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	79,901.00
Wammel Group LLC	\$	79,901.00
<b>Account Total</b>	<b>\$</b>	<b>159,802.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,103,400.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	79,901.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>79,901.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	46,375.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>46,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,526.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>33,526.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,656,510.00	89.23%
Wammel Group LLC	\$	320,614.00	10.77%
<b>Total New investment</b>	<b>\$</b>	<b>2,977,124.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,656,510.00	89%
Wammel Group LLC	\$	320,614.00	11%
	<b>\$</b>	<b>2,977,124.00</b>	

**Account Activity**

Bryant United Holdings INC	\$126,276.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**07/23/2010 TO 08/19/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,706,510.00	89%
Wammel Group LLC Investment	\$	320,614.00	11%
	<b>\$</b>	<b>3,027,124.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	82,081.00
Wammel Group LLC	\$	82,081.00
<b>Account Total</b>	<b>\$</b>	<b>164,162.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,191,286.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	82,081.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>82,081.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	47,250.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>47,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	34,831.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>34,831.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,706,510.00	88.39%
Wammel Group LLC	\$	355,445.00	11.61%
<b>Total New investment</b>	<b>\$</b>	<b>3,061,955.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,706,510.00	88%
Wammel Group LLC	\$	355,445.00	12%
	<b>\$</b>	<b>3,061,955.00</b>	

**Account Activity**

Bryant United Holdings INC	\$129,331.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/20/2012 TO 09/23/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,006,510.00	89%
Wammel Group LLC Investment	\$	355,455.00	11%
	<b>\$</b>	<b>3,361,965.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	83,862.00
Wammel Group LLC	\$	83,862.00
<b>Account Total</b>	<b>\$</b>	<b>167,724.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,529,689.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	83,862.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>83,862.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	52,500.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>52,500.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	31,362.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>31,362.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,006,510.00	88.60%
Wammel Group LLC	\$	386,817.00	11.40%
<b>Total New investment</b>	<b>\$</b>	<b>3,393,327.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,006,510.00	89%
Wammel Group LLC	\$	386,817.00	11%
	<b>\$</b>	<b>3,393,327.00</b>	

**Account Activity**

Bryant United Holdings INC	\$136,362.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
09/24/2012 TO 10/21/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,156,510.00	89%
Wammel Group LLC Investment	\$	386,817.00	11%
	\$	<b>3,543,327.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	84,402.00
Wammel Group LLC	\$	84,402.00
<b>Account Total</b>	\$	<b>168,804.00</b>

<b>Ending Account Value</b>	\$	<b>3,712,131.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	84,402.00
<b>Withdrawal Total</b>	\$	<b>84,402.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	55,125.00
<b>Withdrawal Total</b>	\$	<b>55,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	29,277.00
<b>Reinvestment Total</b>	\$	<b>29,277.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,156,510.00	88.35%
Wammel Group LLC	\$	416,094.00	11.65%
<b>Total New investment</b>	\$	<b>3,572,604.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,156,510.00	88%
Wammel Group LLC	\$	416,094.00	12%
	\$	<b>3,572,604.00</b>	

**Account Activity**

Bryant United Holdings INC	\$139,527.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/22/2012 TO 11/18/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,156,510.00	88%
Wammel Group LLC Investment	\$	416,094.00	12%
	\$	<b>3,572,604.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,227.00
Wammel Group LLC	\$	75,227.00
<b>Account Total</b>	\$	<b>150,454.00</b>

<b>Ending Account Value</b>	\$	<b>3,723,058.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,227.00
<b>Withdrawal Total</b>	\$	<b>75,227.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	55,125.00
<b>Withdrawal Total</b>	\$	<b>55,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	20,102.00
<b>Reinvestment Total</b>	\$	<b>20,102.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,156,510.00	87.86%
Wammel Group LLC	\$	436,196.00	12.14%
<b>Total New investment</b>	\$	<b>3,592,706.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,156,510.00	88%
Wammel Group LLC	\$	436,196.00	12%
	\$	<b>3,592,706.00</b>	

**Account Activity**

Bryant United Holdings INC	\$130,352.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/19/2012 TO 12/23/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	88%
Wammel Group LLC Investment	\$	436,196.00	12%
	<b>\$</b>	<b>3,542,706.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	73,351.00
Wammel Group LLC	\$	73,351.00
<b>Account Total</b>	<b>\$</b>	<b>146,702.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,689,408.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	73,351.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>73,351.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,101.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>19,101.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	87.22%
Wammel Group LLC	\$	455,297.00	12.78%
<b>Total New investment</b>	<b>\$</b>	<b>3,561,807.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	87%
Wammel Group LLC	\$	455,297.00	13%
	<b>\$</b>	<b>3,561,807.00</b>	

**Account Activity**

Bryant United Holdings INC	\$127,601.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
12/24/2012 TO 01/20/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	87%
Wammel Group LLC Investment	\$	455,297.00	13%
	\$	<b>3,561,807.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	74,102.00
Wammel Group LLC	\$	74,102.00
<b>Account Total</b>	\$	<b>148,204.00</b>

<b>Ending Account Value</b>	\$	<b>3,710,011.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	74,102.00
<b>Withdrawal Total</b>	\$	<b>74,102.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	\$	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,852.00
<b>Reinvestment Total</b>	\$	<b>19,852.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	86.73%
Wammel Group LLC	\$	475,149.00	13.27%
<b>Total New investment</b>	\$	<b>3,581,659.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	87%
Wammel Group LLC	\$	475,149.00	13%
	\$	<b>3,581,659.00</b>	

**Account Activity**

Bryant United Holdings INC	\$128,352.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
01/21/2013 TO 02/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	87%
Wammel Group LLC Investment	\$	475,149.00	13%
	\$	<b>3,581,659.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,322.00
Wammel Group LLC	\$	75,322.00
<b>Account Total</b>	\$	<b>150,644.00</b>

<b>Ending Account Value</b>	\$	<b>3,732,303.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,322.00
<b>Withdrawal Total</b>	\$	<b>75,322.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	\$	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	21,072.00
<b>Reinvestment Total</b>	\$	<b>21,072.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	86.23%
Wammel Group LLC	\$	496,221.00	13.77%
<b>Total New investment</b>	\$	<b>3,602,731.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	86%
Wammel Group LLC	\$	496,221.00	14%
	\$	<b>3,602,731.00</b>	

**Account Activity**

Bryant United Holdings INC	\$129,572.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/18/2013 TO 03/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,386,510.00	87%
Wammel Group LLC Investment	\$	496,221.00	13%
	\$	<b>3,882,731.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	82,410.00
Wammel Group LLC	\$	82,410.00
<b>Account Total</b>	\$	<b>164,820.00</b>

<b>Ending Account Value</b>	\$	<b>4,047,551.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	82,410.00
<b>Withdrawal Total</b>	\$	<b>82,410.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	59,150.00
<b>Withdrawal Total</b>	\$	<b>59,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	23,260.00
<b>Reinvestment Total</b>	\$	<b>23,260.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,386,510.00	86.70%
Wammel Group LLC	\$	519,481.00	13.30%
<b>Total New investment</b>	\$	<b>3,905,991.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,386,510.00	87%
Wammel Group LLC	\$	519,481.00	13%
	\$	<b>3,905,991.00</b>	

**Account Activity**

Bryant United Holdings INC	\$141,560.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**03/18/2013 TO 04/21/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,596,510.00	87%
Wammel Group LLC Investment	\$	519,481.00	13%
	\$	<b>4,115,991.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	87,411.00
Wammel Group LLC	\$	87,411.00
<b>Account Total</b>	\$	<b>174,822.00</b>

<b>Ending Account Value</b>	\$	<b>4,290,813.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	87,411.00
<b>Withdrawal Total</b>	\$	<b>87,411.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	60,375.00
<b>Withdrawal Total</b>	\$	<b>60,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	27,036.00
<b>Reinvestment Total</b>	\$	<b>27,036.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,596,510.00	86.81%
Wammel Group LLC	\$	546,517.00	13.19%
<b>Total New investment</b>	\$	<b>4,143,027.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,596,510.00	87%
Wammel Group LLC	\$	546,517.00	13%
	\$	<b>4,143,027.00</b>	

**Account Activity**

Bryant United Holdings INC	\$147,786.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**04/22/2013 TO 05/19/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,052,510.00	88%
Wammel Group LLC Investment	\$	546,517.00	12%
	\$	<b>4,599,027.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	88,502.00
Wammel Group LLC	\$	88,502.00
<b>Account Total</b>	\$	<b>177,004.00</b>

<b>Ending Account Value</b>	\$	<b>4,776,031.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	88,502.00
<b>Withdrawal Total</b>	\$	<b>88,502.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	68,075.00
<b>Withdrawal Total</b>	\$	<b>68,075.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	20,427.00
<b>Reinvestment Total</b>	\$	<b>20,427.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,052,510.00	87.73%
Wammel Group LLC	\$	566,944.00	12.27%
<b>Total New investment</b>	\$	<b>4,619,454.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,052,510.00	88%
Wammel Group LLC	\$	566,944.00	12%
	\$	<b>4,619,454.00</b>	

**Account Activity**

Bryant United Holdings INC	\$156,577.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/20/2013 TO 06/23/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,052,510.00	88%
Wammel Group LLC Investment	\$	566,944.00	12%
	\$	<b>4,619,454.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,285.00
Wammel Group LLC	\$	94,285.00
<b>Account Total</b>	\$	<b>188,570.00</b>

<b>Ending Account Value</b>	\$	<b>4,808,024.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,285.00
<b>Withdrawal Total</b>	\$	<b>94,285.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	68,075.00
<b>Withdrawal Total</b>	\$	<b>68,075.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	26,210.00
<b>Reinvestment Total</b>	\$	<b>26,210.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,052,510.00	87.23%
Wammel Group LLC	\$	593,154.00	12.77%
<b>Total New investment</b>	\$	<b>4,645,664.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,052,510.00	87%
Wammel Group LLC	\$	593,154.00	13%
	\$	<b>4,645,664.00</b>	

**Account Activity**

Bryant United Holdings INC	\$162,360.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**06/24/2013 TO 07/21/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,132,510.00	87%
Wammel Group LLC Investment	\$	593,194.00	13%
	\$	<b>4,725,704.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,407.00
Wammel Group LLC	\$	94,407.00
<b>Account Total</b>	\$	<b>188,814.00</b>

<b>Ending Account Value</b>	\$	<b>4,914,518.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,407.00
<b>Withdrawal Total</b>	\$	<b>94,407.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	69,475.00
<b>Withdrawal Total</b>	\$	<b>69,475.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,932.00
<b>Reinvestment Total</b>	\$	<b>24,932.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,132,510.00	86.99%
Wammel Group LLC	\$	618,126.00	13.01%
<b>Total New investment</b>	\$	<b>4,750,636.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,132,510.00	87%
Wammel Group LLC	\$	618,126.00	13%
	\$	<b>4,750,636.00</b>	

**Account Activity**

Bryant United Holdings INC	\$163,882.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
07/22/2013 TO 08/18/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	88%
Wammel Group LLC Investment	\$	618,126.00	12%
	\$	<b>4,960,636.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	97,706.00
Wammel Group LLC	\$	97,706.00
<b>Account Total</b>	\$	<b>195,412.00</b>

<b>Ending Account Value</b>	\$	<b>5,156,048.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	97,706.00
<b>Withdrawal Total</b>	\$	<b>97,706.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,556.00
<b>Reinvestment Total</b>	\$	<b>24,556.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	87.11%
Wammel Group LLC	\$	642,682.00	12.89%
<b>Total New investment</b>	\$	<b>4,985,192.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	87%
Wammel Group LLC	\$	642,682.00	13%
	\$	<b>4,985,192.00</b>	

**Account Activity**

Bryant United Holdings INC	\$170,856.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/23/2013 TO 09/22/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	87%
Wammel Group LLC Investment	\$	642,682.00	13%
	\$	<b>4,985,192.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	96,900.00
Wammel Group LLC	\$	96,900.00
<b>Account Total</b>	\$	<b>193,800.00</b>

<b>Ending Account Value</b>	\$	<b>5,178,992.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	96,900.00
<b>Withdrawal Total</b>	\$	<b>96,900.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	23,750.00
<b>Reinvestment Total</b>	\$	<b>23,750.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	86.70%
Wammel Group LLC	\$	666,432.00	13.30%
<b>Total New investment</b>	\$	<b>5,008,942.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	87%
Wammel Group LLC	\$	666,432.00	13%
	\$	<b>5,008,942.00</b>	

**Account Activity**

Bryant United Holdings INC	\$170,050.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**09/23/2013 TO 10/20/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	87%
Wammel Group LLC Investment	\$	666,432.00	13%
	\$	<b>5,008,942.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,250.00
Wammel Group LLC	\$	94,250.00
<b>Account Total</b>	\$	<b>188,500.00</b>

<b>Ending Account Value</b>	\$	<b>5,197,442.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,250.00
<b>Withdrawal Total</b>	\$	<b>94,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	21,100.00
<b>Reinvestment Total</b>	\$	<b>21,100.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	86.33%
Wammel Group LLC	\$	687,532.00	13.67%
<b>Total New investment</b>	\$	<b>5,030,042.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	86%
Wammel Group LLC	\$	687,532.00	14%
	\$	<b>5,030,042.00</b>	

**Account Activity**

Bryant United Holdings INC	\$167,400.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/21/2013 TO 11/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,532,510.00	87%
Wammel Group LLC Investment	\$	687,532.00	13%
	<b>\$</b>	<b>5,220,042.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	87,149.00
Wammel Group LLC	\$	87,149.00
<b>Account Total</b>	<b>\$</b>	<b>174,298.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>5,394,340.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	87,149.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>87,149.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	76,475.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>76,475.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	10,674.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>10,674.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,532,510.00	86.65%
Wammel Group LLC	\$	698,206.00	13.35%
<b>Total New investment</b>	<b>\$</b>	<b>5,230,716.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,532,510.00	87%
Wammel Group LLC	\$	698,206.00	13%
	<b>\$</b>	<b>5,230,716.00</b>	

**Account Activity**

Bryant United Holdings INC	\$163,624.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/18/2013 TO 12/22/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,672,510.00	87%
Wammel Group LLC Investment	\$	698,206.00	13%
	\$	<b>5,370,716.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	89,789.00
Wammel Group LLC	\$	89,789.00
<b>Account Total</b>	\$	<b>179,578.00</b>

<b>Ending Account Value</b>	\$	<b>5,550,294.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	89,789.00
<b>Withdrawal Total</b>	\$	<b>89,789.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	78,825.00
<b>Withdrawal Total</b>	\$	<b>78,825.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	10,964.00
<b>Reinvestment Total</b>	\$	<b>10,964.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,672,510.00	86.82%
Wammel Group LLC	\$	709,170.00	13.18%
<b>Total New investment</b>	\$	<b>5,381,680.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,672,510.00	87%
Wammel Group LLC	\$	709,170.00	13%
	\$	<b>5,381,680.00</b>	

**Account Activity**

Bryant United Holdings INC	\$168,614.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**12/23/2013 TO 01/19/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	4,672,510.00	87%
Wammel Group LLC Investment	\$	709,170.00	13%
	\$	<b>5,381,680.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	98,395.00
Wammel Group LLC	\$	98,395.00
<b>Account Total</b>	\$	<b>196,790.00</b>

<b>Ending Account Value</b>	\$	<b>5,578,470.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	98,395.00
<b>Withdrawal Total</b>	\$	<b>98,395.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	78,825.00
<b>Withdrawal Total</b>	\$	<b>78,825.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,570.00
<b>Reinvestment Total</b>	\$	<b>19,570.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,672,510.00	86.51%
Wammel Group LLC	\$	728,740.00	13.49%
<b>Total New investment</b>	\$	<b>5,401,250.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,672,510.00	87%
Wammel Group LLC	\$	728,740.00	13%
	\$	<b>5,401,250.00</b>	

**Account Activity**

Bryant United Holdings INC	\$177,220.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
01/20/2014 TO 02/23/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	4,812,510.00	87%
Wammel Group LLC Investment	\$	728,740.00	13%
	\$	<b>5,541,250.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	99,520.00
Wammel Group LLC	\$	99,520.00
<b>Account Total</b>	\$	<b>199,040.00</b>

<b>Ending Account Value</b>	\$	<b>5,740,290.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	99,520.00
<b>Withdrawal Total</b>	\$	<b>99,520.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	81,375.00
<b>Withdrawal Total</b>	\$	<b>81,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	18,145.00
<b>Reinvestment Total</b>	\$	<b>18,145.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,812,510.00	86.57%
Wammel Group LLC	\$	746,885.00	13.43%
<b>Total New investment</b>	\$	<b>5,559,395.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,812,510.00	87%
Wammel Group LLC	\$	746,885.00	13%
	\$	<b>5,559,395.00</b>	

**Account Activity**

Bryant United Holdings INC	\$180,895.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/24/2014 TO 03/23/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	5,147,510.00	88%
Wammel Group LLC Investment	\$	720,000.00	12%
	\$	<b>5,867,510.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	103,110.00
Wammel Group LLC	\$	103,110.00
<b>Account Total</b>	\$	<b>206,220.00</b>

<b>Ending Account Value</b>	\$	<b>6,073,730.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	103,110.00
<b>Withdrawal Total</b>	\$	<b>103,110.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	85,950.00
<b>Withdrawal Total</b>	\$	<b>85,950.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	17,160.00
<b>Reinvestment Total</b>	\$	<b>17,160.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	5,147,510.00	87.73%
Wammel Group LLC	\$	720,000.00	12.27%
<b>Total New investment</b>	\$	<b>5,867,510.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	5,147,510.00	88%
Wammel Group LLC	\$	720,000.00	12%
	\$	<b>5,867,510.00</b>	

**Account Activity**

Bryant United Holdings INC	\$189,060.00
----------------------------	--------------

**From:** Art Wammel <artwammel@gmail.com>  
**Sent:** Monday, March 31, 2014 7:52 AM  
**To:** T Bryant  
**Subject:** WG LLC  
**Attachments:** BryantUnitedHoldings.xlsx

17160.00. Not as good as I was hoping. But we did ea make an additional 885.00 i'll send tomorrow from our 1 day fill.

A

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**5/17/2010 TO 6/20/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	200,000.00	100%
Wammel Group LLC Investment	\$	-	0%
	\$	<b>200,000.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,200.00
Wammel Group LLC	\$	10,200.00
<b>Account Total</b>	\$	<b>20,400.00</b>

<b>Ending Account Value</b>	\$	<b>220,400.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	8,500.00
<b>Withdrawal Total</b>	\$	<b>8,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	\$	-

**Reinvestment**

Bryant Untied Holding Inc	\$	1,700.00
Wammel Group LLC	\$	10,200.00
<b>Reinvestment Total</b>	\$	<b>11,900.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	201,700.00	95.19%
Wammel Group LLC	\$	10,200.00	4.81%
<b>Total New investment</b>	\$	<b>211,900.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	201,700.00	95%
Wammel Group LLC	\$	10,200.00	5%
	\$	<b>211,900.00</b>	

**Account Activity**

Bryant Check Number 11149	\$7,000.00
Bryant Check Number 11150	\$1,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**6/21/2010 TO 7/18/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	201,700.00	95%
Wammel Group LLC Investment	\$	10,200.00	5%
	\$	<b>211,900.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	12,771.00
Wammel Group LLC	\$	12,771.00
<b>Account Total</b>	\$	<b>25,542.00</b>

<b>Ending Account Value</b>	\$	<b>237,442.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	2,000.00
<b>Withdrawal Total</b>	\$	<b>2,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	\$	-

**Reinvestment**

Bryant Untied Holding Inc	\$	10,771.00
Wammel Group LLC	\$	12,771.00
<b>Reinvestment Total</b>	\$	<b>23,542.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	212,471.00	90.24%
Wammel Group LLC	\$	22,971.00	9.76%
<b>Total New investment</b>	\$	<b>235,442.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	212,471.00	90%
Wammel Group LLC	\$	22,971.00	10%
	\$	<b>235,442.00</b>	

**Account Activity**

Bryant Check Number 11156	\$2,000.00
---------------------------	------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**7/19/2010 TO 8/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	212,471.00	90%
Wammel Group LLC Investment	\$	22,971.00	10%
	<b>\$</b>	<b>235,442.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,405.00
Wammel Group LLC	\$	11,405.00
<b>Account Total</b>	<b>\$</b>	<b>22,810.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>258,252.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	15,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>15,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	5,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>5,000.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(3,595.00)
Wammel Group LLC	\$	6,405.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>2,810.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	208,876.00	87.67%
Wammel Group LLC	\$	29,376.00	12.33%
<b>Total New investment</b>	<b>\$</b>	<b>238,252.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	208,876.00	88%
Wammel Group LLC	\$	29,376.00	12%
	<b>\$</b>	<b>238,252.00</b>	

**Account Activity**

Bryant Check Number 11158	\$10,000.00
Bryant Check Number(WGLLC) 11157	\$10,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**8/21/2010 TO 9/19/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	208,876.00	88%
Wammel Group LLC Investment	\$	29,376.00	12%
	\$	<b>238,252.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,501.00
Wammel Group LLC	\$	11,501.00
<b>Account Total</b>	\$	<b>23,002.00</b>

<b>Ending Account Value</b>	\$	<b>261,254.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	12,550.00
<b>Withdrawal Total</b>	\$	<b>12,550.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(1,049.00)
Wammel Group LLC	\$	8,251.00
<b>Reinvestment Total</b>	\$	<b>7,202.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,827.00	84.67%
Wammel Group LLC	\$	37,627.00	15.33%
<b>Total New investment</b>	\$	<b>245,454.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,827.00	85%
Wammel Group LLC	\$	37,627.00	15%
	\$	<b>245,454.00</b>	

**Account Activity**

Bryant United Holdings 11164	\$9,300.00
Bryant United Holdings 11165	\$6,500.00



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**9/19/2010 TO 10/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	207,827.00	85%
Wammel Group LLC Investment	\$	37,627.00	15%
	\$	<b>245,454.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,828.00
Wammel Group LLC	\$	10,828.00
<b>Account Total</b>	\$	<b>21,656.00</b>

<b>Ending Account Value</b>	\$	<b>267,110.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,825.00
<b>Withdrawal Total</b>	\$	<b>10,825.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	3.00
Wammel Group LLC	\$	7,578.00
<b>Reinvestment Total</b>	\$	<b>7,581.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,830.00	82.13%
Wammel Group LLC	\$	45,205.00	17.87%
<b>Total New investment</b>	\$	<b>253,035.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,830.00	82%
Wammel Group LLC	\$	45,205.00	18%
	\$	<b>253,035.00</b>	

**Account Activity**

Bryant United Holdings Chk#11178	\$7,500.00
Bryant United Holdings Chk#11176	\$6,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/22/2010 TO 11/21/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	207,830.00	82%
Wammel Group LLC Investment	\$	45,205.00	18%
	\$	<b>253,035.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,201.00
Wammel Group LLC	\$	10,201.00
<b>Account Total</b>	\$	<b>20,402.00</b>

<b>Ending Account Value</b>	\$	<b>273,437.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,750.00
<b>Withdrawal Total</b>	\$	<b>10,750.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(549.00)
Wammel Group LLC	\$	6,951.00
<b>Reinvestment Total</b>	\$	<b>6,402.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	207,281.00	79.90%
Wammel Group LLC	\$	52,156.00	20.10%
<b>Total New investment</b>	\$	<b>259,437.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	207,281.00	80%
Wammel Group LLC	\$	52,156.00	20%
	\$	<b>259,437.00</b>	

**Account Activity**

Bryant United Holdings Chk#11180	\$7,500.00
Bryant United Holdings Chk#11179	\$6,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/22/2010 TO 12/19/2010**

**Initial Investment**

Bryant United Holdings Investment	\$	257,281.00	83%
Wammel Group LLC Investment	\$	52,156.00	17%
	\$	<b>309,437.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,005.00
Wammel Group LLC	\$	10,005.00
<b>Account Total</b>	\$	<b>20,010.00</b>

<b>Ending Account Value</b>	\$	<b>329,447.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	14,250.00
<b>Withdrawal Total</b>	\$	<b>14,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,250.00
<b>Withdrawal Total</b>	\$	<b>3,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(4,245.00)
Wammel Group LLC	\$	6,755.00
<b>Reinvestment Total</b>	\$	<b>2,510.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	253,036.00	81.12%
Wammel Group LLC	\$	58,911.00	18.88%
<b>Total New investment</b>	\$	<b>311,947.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	253,036.00	81%
Wammel Group LLC	\$	58,911.00	19%
	\$	<b>311,947.00</b>	

**Account Activity**

Bryant United Holdings #11186	\$3,500.00
Bryant United Holdings #11189	\$6,500.00
Bryant United Holdings #11188	\$7,500.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**12/19/2010 TO 01/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	253,036.00	81%
Wammel Group LLC Investment	\$	58,911.00	19%
	<b>\$</b>	<b>311,947.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,258.00
Wammel Group LLC	\$	11,258.00
<b>Account Total</b>	<b>\$</b>	<b>22,516.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>334,463.00</b>
-----------------------------	-----------	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	11,000.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>11,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	<b>\$</b>	<b>-</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	258.00
Wammel Group LLC	\$	11,258.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>11,516.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	253,294.00	78.31%
Wammel Group LLC	\$	70,169.00	21.69%
<b>Total New investment</b>	<b>\$</b>	<b>323,463.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	253,294.00	78%
Wammel Group LLC	\$	70,169.00	22%
	<b>\$</b>	<b>323,463.00</b>	

**Account Activity**

Bryant United Holdings #10397	\$11,000.00
-------------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**01/23/2010 TO 02/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	253,294.00	78%
Wammel Group LLC Investment	\$	70,169.00	22%
	\$	<b>323,463.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,655.00
Wammel Group LLC	\$	10,655.00
<b>Account Total</b>	\$	<b>21,310.00</b>

<b>Ending Account Value</b>	\$	<b>344,773.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	9,500.00
<b>Withdrawal Total</b>	\$	<b>9,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	-
<b>Withdrawal Total</b>	\$	-

**Reinvestment**

Bryant Untied Holding Inc	\$	1,155.00
Wammel Group LLC	\$	10,655.00
<b>Reinvestment Total</b>	\$	<b>11,810.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	254,449.00	75.89%
Wammel Group LLC	\$	80,824.00	24.11%
<b>Total New investment</b>	\$	<b>335,273.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	254,449.00	76%
Wammel Group LLC	\$	80,824.00	24%
	\$	<b>335,273.00</b>	

**Account Activity**

Bryant United Holdings INC #11199	\$7,500.00
Bryant United Holdings INC #11200	\$2,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/24/2010 TO 03/20/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	254,449.00	76%
Wammel Group LLC Investment	\$	80,824.00	24%
	\$	<b>335,273.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,725.00
Wammel Group LLC	\$	10,725.00
<b>Account Total</b>	\$	<b>21,450.00</b>

<b>Ending Account Value</b>	\$	<b>356,723.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	10,000.00
<b>Withdrawal Total</b>	\$	<b>10,000.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	500.00
<b>Withdrawal Total</b>	\$	<b>500.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	725.00
Wammel Group LLC	\$	10,225.00
<b>Reinvestment Total</b>	\$	<b>10,950.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	255,174.00	73.70%
Wammel Group LLC	\$	91,049.00	26.30%
<b>Total New investment</b>	\$	<b>346,223.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	255,174.00	74%
Wammel Group LLC	\$	91,049.00	26%
	\$	<b>346,223.00</b>	

**Account Activity**

Bryant United Holdings INC #	\$8,500.00
Bryant United Holdings INC #	\$2,000.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**03/20/2010 TO 04/17/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	255,174.00	74%
Wammel Group LLC Investment	\$	91,049.00	26%
	\$	<b>346,223.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	10,129.00
Wammel Group LLC	\$	10,129.00
<b>Account Total</b>	\$	<b>20,258.00</b>

**Ending Account Value** \$ **366,481.00**

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	14,250.00
<b>Withdrawal Total</b>	\$	<b>14,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	250.00
<b>Withdrawal Total</b>	\$	<b>250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(4,121.00)
Wammel Group LLC	\$	9,879.00
<b>Reinvestment Total</b>	\$	<b>5,758.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	251,053.00	71.33%
Wammel Group LLC	\$	100,928.00	28.67%
<b>Total New investment</b>	\$	<b>351,981.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	251,053.00	71%
Wammel Group LLC	\$	100,928.00	29%
	\$	<b>351,981.00</b>	

**Account Activity**

Bryant United Holdings INC # \$14,250.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**04/18/2010 TO 05/22/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	251,053.00	71%
Wammel Group LLC Investment	\$	100,928.00	29%
	\$	<b>351,981.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,122.00
Wammel Group LLC	\$	11,122.00
<b>Account Total</b>	\$	<b>22,244.00</b>

<b>Ending Account Value</b>	\$	<b>374,225.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	11,500.00
<b>Withdrawal Total</b>	\$	<b>11,500.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,750.00
<b>Withdrawal Total</b>	\$	<b>3,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(378.00)
Wammel Group LLC	\$	7,372.00
<b>Reinvestment Total</b>	\$	<b>6,994.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	250,675.00	69.83%
Wammel Group LLC	\$	108,300.00	30.17%
<b>Total New investment</b>	\$	<b>358,975.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	250,675.00	70%
Wammel Group LLC	\$	108,300.00	30%
	\$	<b>358,975.00</b>	

**Account Activity**

Bryant United Holdings INC #	\$14,500.00
Bryant United Holdings INC #	\$500.00



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/23/2010 TO 06/19/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	250,675.00	70%
Wammel Group LLC Investment	\$	108,300.00	30%
	\$	<b>358,975.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	11,585.00
Wammel Group LLC	\$	11,585.00
<b>Account Total</b>	\$	<b>23,170.00</b>

<b>Ending Account Value</b>	\$	<b>382,145.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	17,250.00
<b>Withdrawal Total</b>	\$	<b>17,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	3,750.00
<b>Withdrawal Total</b>	\$	<b>3,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	(5,665.00)
Wammel Group LLC	\$	7,835.00
<b>Reinvestment Total</b>	\$	<b>2,170.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	245,010.00	67.84%
Wammel Group LLC	\$	116,135.00	32.16%
<b>Total New investment</b>	\$	<b>361,145.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	245,010.00	68%
Wammel Group LLC	\$	116,135.00	32%
	\$	<b>361,145.00</b>	

**Account Activity**

Bryant United Holdings INC # \$21,000.00

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
06/20/2010 TO 07/17/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	456,510.00	80%
Wammel Group LLC Investment	\$	116,135.00	20%
	\$	<b>572,645.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	15,755.00
Wammel Group LLC	\$	15,755.00
<b>Account Total</b>	\$	<b>31,510.00</b>

<b>Ending Account Value</b>	\$	<b>604,155.00</b>
-----------------------------	----	-------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	15,755.00
<b>Withdrawal Total</b>	\$	<b>15,755.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	7,250.00
<b>Withdrawal Total</b>	\$	<b>7,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	8,505.00
<b>Reinvestment Total</b>	\$	<b>8,505.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	456,510.00	78.55%
Wammel Group LLC	\$	124,640.00	21.45%
<b>Total New investment</b>	\$	<b>581,150.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	456,510.00	79%
Wammel Group LLC	\$	124,640.00	21%
	\$	<b>581,150.00</b>	

**Account Activity**

Bryant United Holdings INC #11245	\$23,005.00
-----------------------------------	-------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
07/18/2010 TO 08/21/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	576,510.00	83%
Wammel Group LLC Investment	\$	116,135.00	17%
	\$	<b>692,645.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	12,810.00
Wammel Group LLC	\$	12,810.00
<b>Account Total</b>	\$	<b>25,620.00</b>

**Ending Account Value** \$ **718,265.00**

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	12,810.00
<b>Withdrawal Total</b>	\$	<b>12,810.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	7,975.00
<b>Withdrawal Total</b>	\$	<b>7,975.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	4,835.00
<b>Reinvestment Total</b>	\$	<b>4,835.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	576,510.00	82.66%
Wammel Group LLC	\$	120,970.00	17.34%
<b>Total New investment</b>	\$	<b>697,480.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	576,510.00	83%
Wammel Group LLC	\$	120,970.00	17%
	\$	<b>697,480.00</b>	

**Account Activity**

Bryant United Holdings INC # \$20,785.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/22/2010 TO 09/18/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	576,510.00	83%
Wammel Group LLC Investment	\$	120,970.00	17%
	\$	<b>697,480.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	26,221.00
Wammel Group LLC	\$	26,221.00
<b>Account Total</b>	\$	<b>52,442.00</b>

**Ending Account Value** \$ **749,922.00**

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	26,221.00
<b>Withdrawal Total</b>	\$	<b>26,221.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	10,025.00
<b>Withdrawal Total</b>	\$	<b>10,025.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	16,196.00
<b>Reinvestment Total</b>	\$	<b>16,196.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	576,510.00	80.78%
Wammel Group LLC	\$	137,166.00	19.22%
<b>Total New investment</b>	\$	<b>713,676.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	576,510.00	81%
Wammel Group LLC	\$	137,166.00	19%
	\$	<b>713,676.00</b>	

**Account Activity**

Bryant United Holdings INC #11256 \$46,246.00

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**09/19/2010 TO 10/23/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,196,510.00	90%
Wammel Group LLC Investment	\$	137,166.00	10%
	<b>\$</b>	<b>1,333,676.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	45,869.00
Wammel Group LLC	\$	45,869.00
<b>Account Total</b>	<b>\$</b>	<b>91,738.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>1,425,414.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	45,869.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>45,869.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	91,375.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>91,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	(45,506.00)
<b>Reinvestment Total</b>	<b>\$</b>	<b>(45,506.00)</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,196,510.00	92.88%
Wammel Group LLC	\$	91,660.00	7.12%
<b>Total New investment</b>	<b>\$</b>	<b>1,288,170.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,196,510.00	93%
Wammel Group LLC	\$	91,660.00	7%
	<b>\$</b>	<b>1,288,170.00</b>	

**Account Activity**

Bryant United Holdings INC	\$67,744.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
10/24/2010 TO 11/20/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,196,510.00	93%
Wammel Group LLC Investment	\$	91,660.00	7%
	\$	<b>1,288,170.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	41,858.00
Wammel Group LLC	\$	45,858.00
<b>Account Total</b>	\$	<b>87,716.00</b>

<b>Ending Account Value</b>	\$	<b>1,375,886.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	41,858.00
<b>Withdrawal Total</b>	\$	<b>41,858.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	21,375.00
<b>Withdrawal Total</b>	\$	<b>21,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,483.00
<b>Reinvestment Total</b>	\$	<b>24,483.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,196,510.00	91.15%
Wammel Group LLC	\$	116,143.00	8.85%
<b>Total New investment</b>	\$	<b>1,312,653.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,196,510.00	91%
Wammel Group LLC	\$	116,143.00	9%
	\$	<b>1,312,653.00</b>	

**Account Activity**

Bryant United Holdings INC	\$63,233.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/21/2010 TO 12/18/2011**

**Initial Investment**

Bryant United Holdings Investment	\$	1,496,510.00	94%
Wammel Group LLC Investment	\$	91,660.00	6%
	<b>\$</b>	<b>1,588,170.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	55,247.00
Wammel Group LLC	\$	55,247.00
<b>Account Total</b>	<b>\$</b>	<b>110,494.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>1,698,664.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	55,247.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>55,247.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	26,625.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>26,625.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	28,622.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>28,622.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,496,510.00	92.56%
Wammel Group LLC	\$	120,282.00	7.44%
<b>Total New investment</b>	<b>\$</b>	<b>1,616,792.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,496,510.00	93%
Wammel Group LLC	\$	120,282.00	7%
	<b>\$</b>	<b>1,616,792.00</b>	

**Account Activity**

Bryant United Holdings INC	\$81,872.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**12/19/2010 TO 01/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	1,646,510.00	93%
Wammel Group LLC Investment	\$	120,282.00	7%
	\$	<b>1,766,792.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	62,251.00
Wammel Group LLC	\$	62,251.00
<b>Account Total</b>	\$	<b>124,502.00</b>

<b>Ending Account Value</b>	\$	<b>1,891,294.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	62,251.00
<b>Withdrawal Total</b>	\$	<b>62,251.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	29,250.00
<b>Withdrawal Total</b>	\$	<b>29,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,001.00
<b>Reinvestment Total</b>	\$	<b>33,001.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,646,510.00	91.48%
Wammel Group LLC	\$	153,283.00	8.52%
<b>Total New investment</b>	\$	<b>1,799,793.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,646,510.00	91%
Wammel Group LLC	\$	153,283.00	9%
	\$	<b>1,799,793.00</b>	

**Account Activity**

Bryant United Holdings INC	\$91,510.00
----------------------------	-------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**01/23/2010 TO 02/19/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	1,696,510.00	92%
Wammel Group LLC Investment	\$	153,283.00	8%
	\$	<b>1,849,793.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	61,996.00
Wammel Group LLC	\$	61,996.00
<b>Account Total</b>	\$	<b>123,992.00</b>

<b>Ending Account Value</b>	\$	<b>1,973,785.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	61,996.00
<b>Withdrawal Total</b>	\$	<b>61,996.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	30,125.00
<b>Withdrawal Total</b>	\$	<b>30,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	31,871.00
<b>Reinvestment Total</b>	\$	<b>31,871.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	1,696,510.00	90.16%
Wammel Group LLC	\$	185,154.00	9.84%
<b>Total New investment</b>	\$	<b>1,881,664.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	1,696,510.00	90%
Wammel Group LLC	\$	185,154.00	10%
	\$	<b>1,881,664.00</b>	

**Account Activity**

Bryant United Holdings INC	\$92,121.00
----------------------------	-------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/20/2010 TO 03/18/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,006,510.00	92%
Wammel Group LLC Investment	\$	185,154.00	8%
	\$	<b>2,191,664.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	70,125.00
Wammel Group LLC	\$	70,125.00
<b>Account Total</b>	\$	<b>140,250.00</b>

<b>Ending Account Value</b>	\$	<b>2,331,914.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	70,125.00
<b>Withdrawal Total</b>	\$	<b>70,125.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	36,496.00
<b>Withdrawal Total</b>	\$	<b>36,496.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,629.00
<b>Reinvestment Total</b>	\$	<b>33,629.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,006,510.00	90.17%
Wammel Group LLC	\$	218,783.00	9.83%
<b>Total New investment</b>	\$	<b>2,225,293.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,006,510.00	90%
Wammel Group LLC	\$	218,783.00	10%
	\$	<b>2,225,293.00</b>	

**Account Activity**

Bryant United Holdings INC	\$106,621.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
03/19/2010 TO 04/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,206,510.00	92%
Wammel Group LLC Investment	\$	185,154.00	8%
	\$	<b>2,391,664.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	72,852.00
Wammel Group LLC	\$	72,852.00
<b>Account Total</b>	\$	<b>145,704.00</b>

<b>Ending Account Value</b>	\$	<b>2,537,368.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	72,852.00
<b>Withdrawal Total</b>	\$	<b>72,852.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	38,503.00
<b>Withdrawal Total</b>	\$	<b>38,503.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	34,349.00
<b>Reinvestment Total</b>	\$	<b>34,349.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,206,510.00	90.95%
Wammel Group LLC	\$	219,503.00	9.05%
<b>Total New investment</b>	\$	<b>2,426,013.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,206,510.00	91%
Wammel Group LLC	\$	219,503.00	9%
	\$	<b>2,426,013.00</b>	

**Account Activity**

Bryant United Holdings INC	\$112,848.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**04/23/2010 TO 05/20/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,506,510.00	92%
Wammel Group LLC Investment	\$	221,510.00	8%
	\$	<b>2,728,020.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,980.00
Wammel Group LLC	\$	75,980.00
<b>Account Total</b>	\$	<b>151,960.00</b>

<b>Ending Account Value</b>	\$	<b>2,879,980.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,980.00
<b>Withdrawal Total</b>	\$	<b>75,980.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	43,750.00
<b>Withdrawal Total</b>	\$	<b>43,750.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	32,230.00
<b>Reinvestment Total</b>	\$	<b>32,230.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,506,510.00	90.81%
Wammel Group LLC	\$	253,740.00	9.19%
<b>Total New investment</b>	\$	<b>2,760,250.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,506,510.00	91%
Wammel Group LLC	\$	253,740.00	9%
	\$	<b>2,760,250.00</b>	

**Account Activity**

Bryant United Holdings INC	\$119,730.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/21/2010 TO 06/17/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,556,510.00	91%
Wammel Group LLC Investment	\$	253,740.00	9%
	<b>\$</b>	<b>2,810,250.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	77,973.00
Wammel Group LLC	\$	77,973.00
<b>Account Total</b>	<b>\$</b>	<b>155,946.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>2,966,196.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	77,973.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>77,973.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	44,625.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>44,625.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,348.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>33,348.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,556,510.00	89.90%
Wammel Group LLC	\$	287,088.00	10.10%
<b>Total New investment</b>	<b>\$</b>	<b>2,843,598.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,556,510.00	90%
Wammel Group LLC	\$	287,088.00	10%
	<b>\$</b>	<b>2,843,598.00</b>	

**Account Activity**

Bryant United Holdings INC	\$122,598.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**06/18/2010 TO 07/22/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,656,510.00	90%
Wammel Group LLC Investment	\$	287,088.00	10%
	<b>\$</b>	<b>2,943,598.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	79,901.00
Wammel Group LLC	\$	79,901.00
<b>Account Total</b>	<b>\$</b>	<b>159,802.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,103,400.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	79,901.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>79,901.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	46,375.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>46,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	33,526.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>33,526.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,656,510.00	89.23%
Wammel Group LLC	\$	320,614.00	10.77%
<b>Total New investment</b>	<b>\$</b>	<b>2,977,124.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,656,510.00	89%
Wammel Group LLC	\$	320,614.00	11%
	<b>\$</b>	<b>2,977,124.00</b>	

**Account Activity**

Bryant United Holdings INC	\$126,276.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**07/23/2010 TO 08/19/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	2,706,510.00	89%
Wammel Group LLC Investment	\$	320,614.00	11%
	\$	<b>3,027,124.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	82,081.00
Wammel Group LLC	\$	82,081.00
<b>Account Total</b>	\$	<b>164,162.00</b>

<b>Ending Account Value</b>	\$	<b>3,191,286.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	82,081.00
<b>Withdrawal Total</b>	\$	<b>82,081.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	47,250.00
<b>Withdrawal Total</b>	\$	<b>47,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	34,831.00
<b>Reinvestment Total</b>	\$	<b>34,831.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	2,706,510.00	88.39%
Wammel Group LLC	\$	355,445.00	11.61%
<b>Total New investment</b>	\$	<b>3,061,955.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	2,706,510.00	88%
Wammel Group LLC	\$	355,445.00	12%
	\$	<b>3,061,955.00</b>	

**Account Activity**

Bryant United Holdings INC	\$129,331.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/20/2012 TO 09/23/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,006,510.00	89%
Wammel Group LLC Investment	\$	355,455.00	11%
	\$	<b>3,361,965.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	83,862.00
Wammel Group LLC	\$	83,862.00
<b>Account Total</b>	\$	<b>167,724.00</b>

<b>Ending Account Value</b>	\$	<b>3,529,689.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	83,862.00
<b>Withdrawal Total</b>	\$	<b>83,862.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	52,500.00
<b>Withdrawal Total</b>	\$	<b>52,500.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	31,362.00
<b>Reinvestment Total</b>	\$	<b>31,362.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,006,510.00	88.60%
Wammel Group LLC	\$	386,817.00	11.40%
<b>Total New investment</b>	\$	<b>3,393,327.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,006,510.00	89%
Wammel Group LLC	\$	386,817.00	11%
	\$	<b>3,393,327.00</b>	

**Account Activity**

Bryant United Holdings INC	\$136,362.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**09/24/2012 TO 10/21/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,156,510.00	89%
Wammel Group LLC Investment	\$	386,817.00	11%
	<b>\$</b>	<b>3,543,327.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	84,402.00
Wammel Group LLC	\$	84,402.00
<b>Account Total</b>	<b>\$</b>	<b>168,804.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>3,712,131.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	84,402.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>84,402.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	55,125.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>55,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	29,277.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>29,277.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,156,510.00	88.35%
Wammel Group LLC	\$	416,094.00	11.65%
<b>Total New investment</b>	<b>\$</b>	<b>3,572,604.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,156,510.00	88%
Wammel Group LLC	\$	416,094.00	12%
	<b>\$</b>	<b>3,572,604.00</b>	

**Account Activity**

Bryant United Holdings INC	\$139,527.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/22/2012 TO 11/18/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,156,510.00	88%
Wammel Group LLC Investment	\$	416,094.00	12%
	\$	<b>3,572,604.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,227.00
Wammel Group LLC	\$	75,227.00
<b>Account Total</b>	\$	<b>150,454.00</b>

<b>Ending Account Value</b>	\$	<b>3,723,058.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,227.00
<b>Withdrawal Total</b>	\$	<b>75,227.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	55,125.00
<b>Withdrawal Total</b>	\$	<b>55,125.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	20,102.00
<b>Reinvestment Total</b>	\$	<b>20,102.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,156,510.00	87.86%
Wammel Group LLC	\$	436,196.00	12.14%
<b>Total New investment</b>	\$	<b>3,592,706.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,156,510.00	88%
Wammel Group LLC	\$	436,196.00	12%
	\$	<b>3,592,706.00</b>	

**Account Activity**

Bryant United Holdings INC	\$130,352.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/19/2012 TO 12/23/2012**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	88%
Wammel Group LLC Investment	\$	436,196.00	12%
	\$	<b>3,542,706.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	73,351.00
Wammel Group LLC	\$	73,351.00
<b>Account Total</b>	\$	<b>146,702.00</b>

<b>Ending Account Value</b>	\$	<b>3,689,408.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	73,351.00
<b>Withdrawal Total</b>	\$	<b>73,351.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	\$	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,101.00
<b>Reinvestment Total</b>	\$	<b>19,101.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	87.22%
Wammel Group LLC	\$	455,297.00	12.78%
<b>Total New investment</b>	\$	<b>3,561,807.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	87%
Wammel Group LLC	\$	455,297.00	13%
	\$	<b>3,561,807.00</b>	

**Account Activity**

Bryant United Holdings INC	\$127,601.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC  
ACTIVITY STATEMENT  
12/24/2012 TO 01/20/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	87%
Wammel Group LLC Investment	\$	455,297.00	13%
	\$	<b>3,561,807.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	74,102.00
Wammel Group LLC	\$	74,102.00
<b>Account Total</b>	\$	<b>148,204.00</b>

<b>Ending Account Value</b>	\$	<b>3,710,011.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	74,102.00
<b>Withdrawal Total</b>	\$	<b>74,102.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	\$	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,852.00
<b>Reinvestment Total</b>	\$	<b>19,852.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	86.73%
Wammel Group LLC	\$	475,149.00	13.27%
<b>Total New investment</b>	\$	<b>3,581,659.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	87%
Wammel Group LLC	\$	475,149.00	13%
	\$	<b>3,581,659.00</b>	

**Account Activity**

Bryant United Holdings INC	\$128,352.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**01/21/2013 TO 02/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,106,510.00	87%
Wammel Group LLC Investment	\$	475,149.00	13%
	\$	<b>3,581,659.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	75,322.00
Wammel Group LLC	\$	75,322.00
<b>Account Total</b>	\$	<b>150,644.00</b>

<b>Ending Account Value</b>	\$	<b>3,732,303.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	75,322.00
<b>Withdrawal Total</b>	\$	<b>75,322.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	54,250.00
<b>Withdrawal Total</b>	\$	<b>54,250.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	21,072.00
<b>Reinvestment Total</b>	\$	<b>21,072.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,106,510.00	86.23%
Wammel Group LLC	\$	496,221.00	13.77%
<b>Total New investment</b>	\$	<b>3,602,731.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,106,510.00	86%
Wammel Group LLC	\$	496,221.00	14%
	\$	<b>3,602,731.00</b>	

**Account Activity**

Bryant United Holdings INC	\$129,572.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/18/2013 TO 03/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,386,510.00	87%
Wammel Group LLC Investment	\$	496,221.00	13%
	<b>\$</b>	<b>3,882,731.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	82,410.00
Wammel Group LLC	\$	82,410.00
<b>Account Total</b>	<b>\$</b>	<b>164,820.00</b>

<b>Ending Account Value</b>	<b>\$</b>	<b>4,047,551.00</b>
-----------------------------	-----------	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	82,410.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>82,410.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	59,150.00
<b>Withdrawal Total</b>	<b>\$</b>	<b>59,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	23,260.00
<b>Reinvestment Total</b>	<b>\$</b>	<b>23,260.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,386,510.00	86.70%
Wammel Group LLC	\$	519,481.00	13.30%
<b>Total New investment</b>	<b>\$</b>	<b>3,905,991.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,386,510.00	87%
Wammel Group LLC	\$	519,481.00	13%
	<b>\$</b>	<b>3,905,991.00</b>	

**Account Activity**

Bryant United Holdings INC	\$141,560.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**03/18/2013 TO 04/21/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	3,596,510.00	87%
Wammel Group LLC Investment	\$	519,481.00	13%
	\$	<b>4,115,991.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	87,411.00
Wammel Group LLC	\$	87,411.00
<b>Account Total</b>	\$	<b>174,822.00</b>

<b>Ending Account Value</b>	\$	<b>4,290,813.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	87,411.00
<b>Withdrawal Total</b>	\$	<b>87,411.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	60,375.00
<b>Withdrawal Total</b>	\$	<b>60,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	27,036.00
<b>Reinvestment Total</b>	\$	<b>27,036.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	3,596,510.00	86.81%
Wammel Group LLC	\$	546,517.00	13.19%
<b>Total New investment</b>	\$	<b>4,143,027.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	3,596,510.00	87%
Wammel Group LLC	\$	546,517.00	13%
	\$	<b>4,143,027.00</b>	

**Account Activity**

Bryant United Holdings INC	\$147,786.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**04/22/2013 TO 05/19/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,052,510.00	88%
Wammel Group LLC Investment	\$	546,517.00	12%
	\$	<b>4,599,027.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	88,502.00
Wammel Group LLC	\$	88,502.00
<b>Account Total</b>	\$	<b>177,004.00</b>

<b>Ending Account Value</b>	\$	<b>4,776,031.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	88,502.00
<b>Withdrawal Total</b>	\$	<b>88,502.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	68,075.00
<b>Withdrawal Total</b>	\$	<b>68,075.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	20,427.00
<b>Reinvestment Total</b>	\$	<b>20,427.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,052,510.00	87.73%
Wammel Group LLC	\$	566,944.00	12.27%
<b>Total New investment</b>	\$	<b>4,619,454.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,052,510.00	88%
Wammel Group LLC	\$	566,944.00	12%
	\$	<b>4,619,454.00</b>	

**Account Activity**

Bryant United Holdings INC	\$156,577.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**05/20/2013 TO 06/23/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,052,510.00	88%
Wammel Group LLC Investment	\$	566,944.00	12%
	\$	<b>4,619,454.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,285.00
Wammel Group LLC	\$	94,285.00
<b>Account Total</b>	\$	<b>188,570.00</b>

<b>Ending Account Value</b>	\$	<b>4,808,024.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,285.00
<b>Withdrawal Total</b>	\$	<b>94,285.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	68,075.00
<b>Withdrawal Total</b>	\$	<b>68,075.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	26,210.00
<b>Reinvestment Total</b>	\$	<b>26,210.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,052,510.00	87.23%
Wammel Group LLC	\$	593,154.00	12.77%
<b>Total New investment</b>	\$	<b>4,645,664.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,052,510.00	87%
Wammel Group LLC	\$	593,154.00	13%
	\$	<b>4,645,664.00</b>	

**Account Activity**

Bryant United Holdings INC	\$162,360.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**06/24/2013 TO 07/21/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,132,510.00	87%
Wammel Group LLC Investment	\$	593,194.00	13%
	\$	<b>4,725,704.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,407.00
Wammel Group LLC	\$	94,407.00
<b>Account Total</b>	\$	<b>188,814.00</b>

<b>Ending Account Value</b>	\$	<b>4,914,518.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,407.00
<b>Withdrawal Total</b>	\$	<b>94,407.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	69,475.00
<b>Withdrawal Total</b>	\$	<b>69,475.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,932.00
<b>Reinvestment Total</b>	\$	<b>24,932.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,132,510.00	86.99%
Wammel Group LLC	\$	618,126.00	13.01%
<b>Total New investment</b>	\$	<b>4,750,636.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,132,510.00	87%
Wammel Group LLC	\$	618,126.00	13%
	\$	<b>4,750,636.00</b>	

**Account Activity**

Bryant United Holdings INC	\$163,882.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**07/22/2013 TO 08/18/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	88%
Wammel Group LLC Investment	\$	618,126.00	12%
	\$	<b>4,960,636.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	97,706.00
Wammel Group LLC	\$	97,706.00
<b>Account Total</b>	\$	<b>195,412.00</b>

<b>Ending Account Value</b>	\$	<b>5,156,048.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	97,706.00
<b>Withdrawal Total</b>	\$	<b>97,706.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	24,556.00
<b>Reinvestment Total</b>	\$	<b>24,556.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	87.11%
Wammel Group LLC	\$	642,682.00	12.89%
<b>Total New investment</b>	\$	<b>4,985,192.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	87%
Wammel Group LLC	\$	642,682.00	13%
	\$	<b>4,985,192.00</b>	

**Account Activity**

Bryant United Holdings INC	\$170,856.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**08/23/2013 TO 09/22/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	87%
Wammel Group LLC Investment	\$	642,682.00	13%
	\$	<b>4,985,192.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	96,900.00
Wammel Group LLC	\$	96,900.00
<b>Account Total</b>	\$	<b>193,800.00</b>

<b>Ending Account Value</b>	\$	<b>5,178,992.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	96,900.00
<b>Withdrawal Total</b>	\$	<b>96,900.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	23,750.00
<b>Reinvestment Total</b>	\$	<b>23,750.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	86.70%
Wammel Group LLC	\$	666,432.00	13.30%
<b>Total New investment</b>	\$	<b>5,008,942.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	87%
Wammel Group LLC	\$	666,432.00	13%
	\$	<b>5,008,942.00</b>	

**Account Activity**

Bryant United Holdings INC	\$170,050.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**09/23/2013 TO 10/20/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,342,510.00	87%
Wammel Group LLC Investment	\$	666,432.00	13%
	\$	<b>5,008,942.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	94,250.00
Wammel Group LLC	\$	94,250.00
<b>Account Total</b>	\$	<b>188,500.00</b>

<b>Ending Account Value</b>	\$	<b>5,197,442.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	94,250.00
<b>Withdrawal Total</b>	\$	<b>94,250.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	73,150.00
<b>Withdrawal Total</b>	\$	<b>73,150.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	21,100.00
<b>Reinvestment Total</b>	\$	<b>21,100.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,342,510.00	86.33%
Wammel Group LLC	\$	687,532.00	13.67%
<b>Total New investment</b>	\$	<b>5,030,042.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,342,510.00	86%
Wammel Group LLC	\$	687,532.00	14%
	\$	<b>5,030,042.00</b>	

**Account Activity**

Bryant United Holdings INC	\$167,400.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**10/21/2013 TO 11/17/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,532,510.00	87%
Wammel Group LLC Investment	\$	687,532.00	13%
	\$	<b>5,220,042.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	87,149.00
Wammel Group LLC	\$	87,149.00
<b>Account Total</b>	\$	<b>174,298.00</b>

<b>Ending Account Value</b>	\$	<b>5,394,340.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	87,149.00
<b>Withdrawal Total</b>	\$	<b>87,149.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	76,475.00
<b>Withdrawal Total</b>	\$	<b>76,475.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	10,674.00
<b>Reinvestment Total</b>	\$	<b>10,674.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,532,510.00	86.65%
Wammel Group LLC	\$	698,206.00	13.35%
<b>Total New investment</b>	\$	<b>5,230,716.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,532,510.00	87%
Wammel Group LLC	\$	698,206.00	13%
	\$	<b>5,230,716.00</b>	

**Account Activity**

Bryant United Holdings INC	\$163,624.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**11/18/2013 TO 12/22/2013**

**Initial Investment**

Bryant United Holdings Investment	\$	4,672,510.00	87%
Wammel Group LLC Investment	\$	698,206.00	13%
	\$	<b>5,370,716.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	89,789.00
Wammel Group LLC	\$	89,789.00
<b>Account Total</b>	\$	<b>179,578.00</b>

<b>Ending Account Value</b>	\$	<b>5,550,294.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	89,789.00
<b>Withdrawal Total</b>	\$	<b>89,789.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	78,825.00
<b>Withdrawal Total</b>	\$	<b>78,825.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	10,964.00
<b>Reinvestment Total</b>	\$	<b>10,964.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,672,510.00	86.82%
Wammel Group LLC	\$	709,170.00	13.18%
<b>Total New investment</b>	\$	<b>5,381,680.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,672,510.00	87%
Wammel Group LLC	\$	709,170.00	13%
	\$	<b>5,381,680.00</b>	

**Account Activity**

Bryant United Holdings INC	\$168,614.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**12/23/2013 TO 01/19/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	4,672,510.00	87%
Wammel Group LLC Investment	\$	709,170.00	13%
	\$	<b>5,381,680.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	98,395.00
Wammel Group LLC	\$	98,395.00
<b>Account Total</b>	\$	<b>196,790.00</b>

<b>Ending Account Value</b>	\$	<b>5,578,470.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	98,395.00
<b>Withdrawal Total</b>	\$	<b>98,395.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	78,825.00
<b>Withdrawal Total</b>	\$	<b>78,825.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	19,570.00
<b>Reinvestment Total</b>	\$	<b>19,570.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,672,510.00	86.51%
Wammel Group LLC	\$	728,740.00	13.49%
<b>Total New investment</b>	\$	<b>5,401,250.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,672,510.00	87%
Wammel Group LLC	\$	728,740.00	13%
	\$	<b>5,401,250.00</b>	

**Account Activity**

Bryant United Holdings INC	\$177,220.00
----------------------------	--------------



**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**01/20/2014 TO 02/23/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	4,812,510.00	87%
Wammel Group LLC Investment	\$	728,740.00	13%
	\$	<b>5,541,250.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	99,520.00
Wammel Group LLC	\$	99,520.00
<b>Account Total</b>	\$	<b>199,040.00</b>

<b>Ending Account Value</b>	\$	<b>5,740,290.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	99,520.00
<b>Withdrawal Total</b>	\$	<b>99,520.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	81,375.00
<b>Withdrawal Total</b>	\$	<b>81,375.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	18,145.00
<b>Reinvestment Total</b>	\$	<b>18,145.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	4,812,510.00	86.57%
Wammel Group LLC	\$	746,885.00	13.43%
<b>Total New investment</b>	\$	<b>5,559,395.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	4,812,510.00	87%
Wammel Group LLC	\$	746,885.00	13%
	\$	<b>5,559,395.00</b>	

**Account Activity**

Bryant United Holdings INC	\$180,895.00
----------------------------	--------------

**BRYANT UNITED HOLDING, INC**  
**ACTIVITY STATEMENT**  
**02/24/2014 TO 03/23/2014**

**Initial Investment**

Bryant United Holdings Investment	\$	5,147,510.00	88%
Wammel Group LLC Investment	\$	720,000.00	12%
	\$	<b>5,867,510.00</b>	

**Gross Monthly Income**

Bryant Untied Holding Inc	\$	103,110.00
Wammel Group LLC	\$	103,110.00
<b>Account Total</b>	\$	<b>206,220.00</b>

<b>Ending Account Value</b>	\$	<b>6,073,730.00</b>
-----------------------------	----	---------------------

**Bryant United Holdings Inc Withdrawals**

Bryant Untied Holding Inc	\$	103,110.00
<b>Withdrawal Total</b>	\$	<b>103,110.00</b>

**Wammel Group LLC Withdrawals**

Wammel Group LLC	\$	85,950.00
<b>Withdrawal Total</b>	\$	<b>85,950.00</b>

**Reinvestment**

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	17,160.00
<b>Reinvestment Total</b>	\$	<b>17,160.00</b>

**New Total Investment**

Bryant United Holdings Inc	\$	5,147,510.00	87.73%
Wammel Group LLC	\$	720,000.00	12.27%
<b>Total New investment</b>	\$	<b>5,867,510.00</b>	

**Ownership**

Bryant United Holdings Inc	\$	5,147,510.00	88%
Wammel Group LLC	\$	720,000.00	12%
	\$	<b>5,867,510.00</b>	

**Account Activity**

Bryant United Holdings INC	\$189,060.00
----------------------------	--------------

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

---

<b>SECURITIES AND EXCHANGE COMMISSION</b>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No.:
	:	
<b>THURMAN P. BRYANT, III, and</b>	:	<b>4:17-CV-00336-ALM</b>
<b>BRYANT UNITED CAPITAL FUNDING, INC.</b>	:	
	:	
Defendants,	:	
	:	
<b>ARTHUR F. WAMMEL,</b>	:	
<b>WAMMEL GROUP, LLC,</b>	:	
<b>THURMAN P. BRYANT, JR.,</b>	:	
<b>CARLOS GOODSPEED a/k/a SEAN PHILLIPS</b>	:	
<b>d/b/a TOP AGENT ENTERTAINMENT d/b/a</b>	:	
<b>MR. TOP AGENT ENTERTAINMENT</b>	:	
	:	
Relief Defendants.	:	

---

**PLAINTIFF'S FIRST SET OF INTERROGATORIES TO  
RELIEF DEFENDANTS ARTHUR F. WAMMEL AND WAMMEL GROUP, LLC**

Plaintiff Securities and Exchange Commission (“Commission”) requests that Relief Defendants Arthur F. Wammel and Wammel Group, LLC produce answers to the following interrogatories by 5:30 p.m., May 22, 2017, to the below address pursuant to Rule 33(b) of the Federal Rules of Civil Procedure and Section V of the *Ex Parte* Order Granting Motion for Temporary Restraining Order, Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency Relief, and Setting Hearing Date on Plaintiff’s Preliminary-Injunction Motion [Dkt. No. 16] (the “Order”)

issued by the Court on May 15, 2015, in the above-captioned matter:

*Jason P. Reinsch*  
*U.S. Securities and Exchange Commission*  
*801 Cherry St., Suite 1900*  
*Fort Worth, Texas 76102*  
*reinschj@sec.gov*

## **I. DEFINITIONS**

For purposes of this document request, and not necessarily for any other purpose, the following definitions shall apply:

A. “You,” “your,” and “Wammel Group” shall refer collectively to Wammel Group LLC and Wammel (as defined below) including parents, subsidiaries, affiliates predecessors, successors, officers, directors, employees, agents, general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of the foregoing. “Wammel Group” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by Wammel Group.

B. “Wammel” shall refer to Arthur F. Wammel and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

C. “Bryant” shall refer to Defendant Thurman P. Bryant, III a/k/a Trey Bryant and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

D. “BUCF” shall refer to Bryant United Capital Funding, Inc. including parents, subsidiaries, affiliates (including but not limited to Bryant United Holdings, Inc. and Proliquidation Services LLC), predecessors, successors, officers, directors, employees, agents, general partners, limited partners, partnerships and aliases, code names, or trade or business

names used by any of the foregoing. “BUCF” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by BUCF.

E. “Defendant(s)” shall refer to Bryant and BUCF.

F. “Goodspeed” shall refer to Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

G. “Bryant Jr.” shall refer to Thurman P. Bryant Jr. and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

H. “Relief Defendant(s)” shall refer to Wammel, Wammel Group, Goodspeed, and Bryant Jr.

I. “Person” means a natural person, firm, association, organization, partnership, business, trust, corporation, bank or any other private or public entity.

J. A “Representative” of a Person means any present or former family members, officers, executives, partners, joint-venturers, directors, trustees, employees, consultants, accountants, attorneys, agents, or any other representative acting or purporting to act on behalf of the Person.

K. “And” as well as “or” shall be construed disjunctively as well as conjunctively, as necessary, to bring within the scope of the paragraphs and subparagraphs contained under the heading below entitled “Documents to be Produced” all documents which might otherwise be construed to be outside their scope.

L. Each singular noun or pronoun shall be considered to include within its meaning

its plural form and vice versa.

M. Each verb shall be considered to include within its meaning all tenses.

N. “Communication” means any correspondence, contact, discussion, e-mail, instant message, or any other kind of oral or written exchange or transmission of information (in the form of words, numbers, ideas, opinions, thoughts, concepts, graphs, symbols, images, or other information, emotion, feeling, or sentiment, whether complete or partial) and any response thereto between two or more Persons or entities, including, without limitation, all telephone conversations, face-to-face meetings or conversations, internal or external discussions, or exchanges of a Document or Documents.

O. As used herein, the terms “reflecting,” “regarding,” and “relating to” mean, in addition to their common meaning, concerning, relating to, referring to, reflecting, describing, evidencing, or constituting, comprising, containing, discussing, evidencing, summarizing, stating, recording, noting, embodying, involving, mentioning, studying, analyzing, modifying, contradicting, quoting, criticizing, showing, describing, creating or maintaining, setting forth, referring to, bearing upon, prepared by, originating from, received from, sent from, impinging or impacting upon, or affecting, directly or indirectly, in whole or in part. A document “reflects,” “regards,” “relates to” a subject matter even if the document merely mentions or alludes to the subject matter and does not discuss the subject matter directly or exclusively.

P. “Each” means each and every.

Q. “Including” means including, but not limited to.

## II. INSTRUCTIONS

A. To the extent that your answer to an interrogatory differs based on date or period of time, please provide a response for each such time period.

B. In those instances you choose to answer an interrogatory by referring to a specific document or record, please provide sufficient specification and detail to permit the Commission to locate and identify the records and/or documents from which the answer is to be ascertained, as readily as you can locate and identify it/them.

C. These interrogatories are continuing in nature and, pursuant to the Federal Rules of Civil Procedure, require further and supplemental responses whenever you acquire, learn, discover, or become aware of additional or different information demonstrating that an answer given was incorrect or incomplete when made or that the answer is no longer true and correct.

D. To the extent you believe that any of the interrogatories are objectionable, answer so much of the interrogatory as is, in your view, not objectionable and separately state the portion of each interrogatory to which you object and the grounds for your objection.

E. Unless otherwise indicated, all words are to be given their broadest meaning consistent with ordinary usage.

F. Each item in Section III below shall be read independently, and no other item shall be referred to or relied on for the purpose of limiting its scope unless the item refers to another item.

### **III. INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Identify each investor in Wammel Group by:

- a. Name;
- b. Address;
- c. Phone number;
- d. Total amount invested;

- e. Date of initial investment;
- f. Amount initially invested;
- g. Payment method of the initial investment (e.g., check, wire);
- h. Date of additional investment(s), if any;
- i. Amount of additional investment(s), if any;
- j. Payment method of any additional investments (e.g., check, wire);
- k. Total of payments to the investor;
- l. Date of monthly or periodic payments to the investor;
- m. Amount of for each monthly or periodic payments to the investor; and
- n. Amount of principal returned;

**ANSWER:**

**INTERROGATORY NO. 2:**

Describe with particularity the representations made by you to actual or prospective investors in Wammel Group (excluding Bryant and BUCF) regarding investments with Wammel Group, including, but not limited to: (1) the nature of Wammel Group's business operations, (2) the risks associated with investing in Wammel Group, (3) how funds invested with Wammel Group would be used, (4) the source of investment returns or distributions, (5) where funds invested would be deposited, (6) who maintained control over the invested funds, (7) the existence of secure escrow accounts, and (8) whether investment returns or distributions would be guaranteed.

**ANSWER:**



**INTERROGATORY NO. 3:**

Describe with particularity the representations made by you to Bryant or BUCF regarding investments with Wammel Group, including, but not limited to: (1) the nature of Wammel Group's business operations, (2) the risks associated with investing in Wammel Group, (3) how funds invested with Wammel Group would be used, (4) the source of investment returns or distributions, (5) where funds invested would be deposited, (6) who maintained control over the invested funds, (7) the existence of secure escrow accounts, and (8) whether investment returns or distributions would be guaranteed.

**ANSWER:**

**INTERROGATORY NO. 4:**

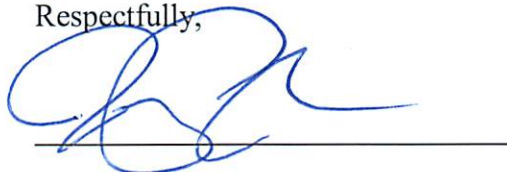
Describe with particularity the representations made to you by Bryant or BUCF, including, by way of example: (1) the nature of BUCF's business operations; (2) the source of BUCF's funds; (3) the identity of any BUCF investors; (4) BUCF's understanding of the nature of Wammel Group's business operations, (5) BUCF's understanding of the risks associated with investing in Wammel Group, (6) BUCF's understanding of how funds invested with Wammel Group would be used, (7) BUCF's understanding of the source of investment returns or distributions, (8) BUCF's understanding of where funds invested would be deposited; (9) how BUCF would use returns or distributions from Wammel Group; (5) representations made by Bryant or BUCF to BUCF's investors; (6) BUCF's understanding of the existence of secure

escrow accounts; and (7) BUCF's understanding of whether investment returns or distributions from Wammel Group would be guaranteed.

**ANSWER:**

Dated: May 18, 2017

Respectfully,



JASON P. REINSCH  
Texas Bar No. 24040120  
JESSICA B. MAGEE  
Texas Bar No. 24037757

United States Securities and Exchange Commission  
Fort Worth Regional Office  
Burnett Plaza, Suite 1900  
801 Cherry Street, Unit #18  
Fort Worth, TX 76102-6882  
Ph: 817-900-2601 (jpr)  
Fax: 917-978-4927  
[reinschj@sec.gov](mailto:reinschj@sec.gov)  
[mageej@sec.gov](mailto:mageej@sec.gov)

ATTORNEYS FOR PLAINTIFF  
SECURITIES AND EXCHANGE COMMISSION

### CERTIFICATE OF SERVICE

I certify that on May 18, 2017, I served *Plaintiff's First Set of Interrogatories to Relief Defendants Arthur F. Wammel and Wammel Group, LLC* on all parties by causing a true and correct copy thereof be via the method identified below:

Via email to [dweller@gpm-law.com](mailto:dweller@gpm-law.com) and [gwesleka@gpm-law.com](mailto:gwesleka@gpm-law.com)

Dan Waller  
Greg Weselka  
Glast, Phillips, and Murray PC  
14801 Quorum Dr., Suite 500  
Dallas, Texas 75254  
*Attorneys for Defendants Thurman P. Bryant, III and Bryant United Capital Funding*

Via email to [toby.galloway@kellyhart.com](mailto:toby.galloway@kellyhart.com) and [jimmy@ardoinlawpllc.com](mailto:jimmy@ardoinlawpllc.com)

Toby Galloway  
Kelly Hart & Hallman LLP  
201 Main St., Suite 2500  
Fort Worth, Texas 76102

Jimmy Ardoin  
Ardoin Law PLLC  
2118 Smith St., Suite 200  
Houston, Texas 77002  
*Attorneys for Relief Defendants Arthur M. Wammel and Wammel Group LLC*

Via U.S. Mail

Thurman P. Bryant, Jr.  
5343 Buena Vista Dr.  
Frisco, Texas 75034  
*Pro Se*

Via U.S. Mail

Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment  
1300 Cottonwood Valley Circle, South  
Irving, TX 75038  
*Pro Se*

Via email to Jennifer.Ecklund@tklaw.com and Tim.Hudson@tklaw.com

Jennifer R. Ecklund  
Tim Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Court-Appointed Receiver*

Timothy E. Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Counsel for Court-Appointed Receiver*



Jason P. Reinsch

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**SECURITIES AND EXCHANGE COMMISSION** :

Plaintiff, :

v. : Civil Action No.:

**THURMAN P. BRYANT, III, and** :  
**BRYANT UNITED CAPITAL FUNDING, INC.** :

**4:17-CV-00336-ALM**

Defendants, :

**ARTHUR F. WAMMEL,** :  
**WAMMEL GROUP, LLC,** :  
**THURMAN P. BRYANT, JR.,** :  
**CARLOS GOODSPEED a/k/a SEAN PHILLIPS** :  
**d/b/a TOP AGENT ENTERTAINMENT d/b/a** :  
**MR. TOP AGENT ENTERTAINMENT** :

Relief Defendants. :

**PLAINTIFF'S FIRST DOCUMENT REQUEST TO RELIEF  
DEFENDANTS ARTHUR F. WAMMEL AND WAMMEL GROUP, LLC**

Plaintiff Securities and Exchange Commission ("Commission") requests that Relief Defendants Arthur F. Wammel and Wammel Group, LLC produce the documents described herein by 5:30 p.m., May 22, 2017, to the below address pursuant to Rule 34(b)(2) of the Federal Rules of Civil Procedure and Section V of the *Ex Parte* Order Granting Motion for Temporary Restraining Order, Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency Relief, and Setting Hearing Date on Plaintiff's Preliminary-Injunction Motion [Dkt. No. 16] (the "Order") issued by the Court on May 15, 2015, in the above-captioned matter:

*Jason P. Reinsch*  
*U.S. Securities and Exchange Commission*  
*801 Cherry St., Suite 1900*  
*Fort Worth, Texas 76102*  
*reinschj@sec.gov*

### **I. Definitions**

For purposes of this document request, and not necessarily for any other purpose, the following definitions shall apply:

A. “You,” “your,” and “Wammel Group” shall refer collectively to Wammel Group LLC and Wammel (as defined below) including parents, subsidiaries, affiliates predecessors, successors, officers, directors, employees, agents, general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of the foregoing. “Wammel Group” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by Wammel Group.

B. “Wammel” shall refer to Relief Defendant Arthur F. Wammel and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

C. “Bryant” shall refer to Defendant Thurman P. Bryant, III a/k/a Trey Bryant and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

D. “BUCF” shall refer to Defendant Bryant United Capital Funding, Inc. including parents, subsidiaries, affiliates (including but not limited to Bryant United Holdings, Inc. and Proliquidation Services LLC), predecessors, successors, officers, directors, employees, agents, general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of the foregoing. “BUCF” also includes investment vehicles, funds, or any

other investment entities managed, controlled, or created by BUCF.

E. “Defendant(s)” shall refer to Bryant and BUCF.

F. “Goodspeed” shall refer to Relief Defendant Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

G. “Bryant Jr.” shall refer to Relief Defendant Thurman P. Bryant Jr. and any and all of his present or former agents, advisors, employees, representatives, staff, attorneys, and all other persons or entities acting on his behalf or under his control.

H. “Relief Defendant(s)” shall refer to Wammel, Wammel Group, Goodspeed, and Bryant Jr.

I. “Global Motorcars of Houston” shall refer to the entity named “Global Motorcars of Houston” and/or “Vanverhall Exotics of Houston” as set forth on the document previously produced by you bearing Bates label WAMMEL\_SEC000023 (a true and correct copy of which is attached hereto as Exhibit A) including parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents (including but not limited to John Leontaritis), general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of the foregoing. “Global Motorcars” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by Global Motorcars.

J. “Espino Motorcars” shall refer to the entity named “Espino Motorcars” as set forth on Exhibit A including parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents (including but not limited to Mark Espino and Raul Espino), general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of

the foregoing. “Espí Motorcars” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by Espí Motorcars.

K. “League City” shall refer to the entity named League City Boat and RV Storage as set forth on Exhibit A including parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents, general partners, limited partners, partnerships and aliases, code names, or trade or business names used by any of the foregoing. “League City” also includes investment vehicles, funds, or any other investment entities managed, controlled, or created by League City.

L. “Person” means a natural person, firm, association, organization, partnership, business, trust, corporation, bank or any other private or public entity.

M. A “Representative” of a Person means any present or former family members, officers, executives, partners, joint-venturers, directors, trustees, employees, consultants, accountants, attorneys, agents, or any other representative acting or purporting to act on behalf of the Person.

N. “And” as well as “or” shall be construed disjunctively as well as conjunctively, as necessary, to bring within the scope of the paragraphs and subparagraphs contained under the heading below entitled “Documents to be Produced” all documents which might otherwise be construed to be outside their scope.

O. Each singular noun or pronoun shall be considered to include within its meaning its plural form and vice versa.

P. Each verb shall be considered to include within its meaning all tenses.

Q. “Communication” means any correspondence, contact, discussion, e-mail, instant message, or any other kind of oral or written exchange or transmission of information (in the



form of words, numbers, ideas, opinions, thoughts, concepts, graphs, symbols, images, or other information, emotion, feeling, or sentiment, whether complete or partial) and any response thereto between two or more Persons or entities, including, without limitation, all telephone conversations, face-to-face meetings or conversations, internal or external discussions, or exchanges of a Document or Documents.

R. As used herein, the terms “reflecting,” “regarding,” and “relating to” mean, in addition to their common meaning, concerning, relating to, referring to, reflecting, describing, evidencing, or constituting, comprising, containing, discussing, evidencing, summarizing, stating, recording, noting, embodying, involving, mentioning, studying, analyzing, modifying, contradicting, quoting, criticizing, showing, describing, creating or maintaining, setting forth, referring to, bearing upon, prepared by, originating from, received from, sent from, impinging or impacting upon, or affecting, directly or indirectly, in whole or in part. A document “reflects,” “regards,” “relates to” a subject matter even if the document merely mentions or alludes to the subject matter and does not discuss the subject matter directly or exclusively.

S. “Documents” is defined to have the same meaning and be equal in scope to the usage of the term in Rule 34(a) of the Federal Rules of Civil Procedure and shall also encompass “writings” as defined by Rule 1001(a) of the Federal Rules of Evidence, and shall include all records and other tangible form of expression in your actual or constructive possession, custody or control (including documents sent to or obtained from any person by subpoena, letter request, or otherwise), including drafts, encryptions, final or finished versions, originals, copies or annotated copies, backup copies, backup logs, identical copies from different files, however and by whomever created, compiled, produced, sent, received, dated, used, maintained or stored (manually, mechanically, electronically, or otherwise), including, but not limited to, books,

papers, writings, recordings, illustrations, charts, lists, numerical or textual data, encryption keys, decryption keys, graphs, graphics, pictures, symbolic representations, files, notes, transcriptions, offers, solicitations, audio and video records, electronic mail (e-mail), instant message, text message, SMS, MMS, e-mail headers, word processor documents, hypertext (text containing HTML, GML, XHTML, DHTML, XML, or any other text formatting markup, or control tags), website data, database files, electronic newsletters, computer data, confirmations, reports, presentations, memoranda, opinions, information packages, journals, ledgers, worksheets, telegrams, telexes, faxes, wire messages, telephone bills, messages, logs, notes or minutes of conversation of meetings, contracts, agreements, proposals, advice, letters of intent, calendars, date books, diaries, schedules, agendas, time tables, itineraries, travel logs, account statements, bank statements, financial analysis, financial and marketing reviews, press releases, news stories, summaries, budgets, invoices, bills, record of billings, wire transfers, drafts of money, record of payment, checks, tape recordings, or information stored on hard drive, diskette, CD-ROM, DVD or other discs, microfilm, magnetic tape, microfiche, any electronic media, any magnetic media, any laser media, or any other storage device.

T. “Each” means each and every.

U. “Including” means including, but not limited to.

## **II. Instructions**

A. This request covers all documents described in Section III, below, subject to your possession, custody, and control, including all responsive documents that you have the ability to obtain.

B. Produce all documents, including electronically stored documents, as they are kept in the usual course of business or organized and labeled to correspond to the document

categories to which they are responsive.

C. Documents not otherwise responsive shall be produced if such documents concern the documents called for by the Request and constitute routing slips, transmittal memoranda, letters, comments, evaluations, or similar documents.

D. If any requested document is not or cannot be produced in full, produce it to the extent possible, indicating what document or portion of any such document is not or cannot be produced and the reason it will not be produced.

E. Each category and subparagraph or subdivision thereof shall be construed independently, and no other category or subparagraph or subdivision thereof shall be referred to or relied on for the purpose of limiting its scope except insofar as the category or subparagraph or subdivision construed expressly refers to another category or subparagraph or subdivision thereof.

F. If you claim any privilege as a basis for not producing responsive documents, please identify the document as follows: (i) the type of document (e.g., letter, memorandum, report, etc.); (ii) the date (or, if the date is unknown, the approximate date) of the document; (iii) its title and file reference, if any; (iv) a description of the document sufficient to identify it without revealing the information for which the privilege is claimed; (v) a description of the subject matter of the document sufficient in detail to allow the court to adjudicate the validity of the claim of privilege; (vi) the name, title, employer, and address (or last known title, employer and address if current information is unavailable) of each person who drafted, revised, signed, provided information for, was listed as a recipient, or received the document, and state for each such person whether he or she is an attorney, and if so, on whose behalf he or she was acting; and (vii) the basis of your claim of privilege, and each fact upon which you rely in claiming

privilege.

G. If you contend that it would be unreasonably burdensome to provide all of the documents described in any category, then you shall produce the following: (i) all documents and information available to you without undertaking what you contend to be an unreasonable burden; and (ii) the grounds on which you contend that additional efforts to obtain such documents and information would be unreasonably burdensome.

H. This request shall be deemed to be continuing. Any additional documents or information different from that which you provide in response to this request, that you acquire subsequent to the date of responding to this request, up to and including the date of trial, shall be furnished promptly.

### **III. Documents to be Produced**

#### **General:**

1. All Documents regarding Communications between any Defendant and any Relief Defendant;

2. All Documents regarding contracts or agreements between any Defendant and any Relief Defendant;

#### **Wammel Group Investors:**

3. All Documents regarding Communications between you and investors in Wammel Group with regard to Wammel Group;

4. All Documents regarding Communications between you and potential investors in Wammel Group with regard to Wammel Group;

5. Documents sufficient to identify all Wammel Group investors by name, address, and telephone number;

6. For each investor identified in response to Item 5 above, Documents sufficient to disclose:
  - a. the total amount invested;
  - b. the date and amount initially invested;
  - c. the payment method of the initial investment (e.g., check, wire);
  - d. the date and amount of any additional investments;
  - e. the payment method of any additional investments (e.g., check, wire);
  - f. total of payments to each investor;
  - g. the date and amount of monthly or periodic payments to each investor; and
  - h. the amount of principal returned;
7. For each investor identified in response to Item 5 above, all Documents regarding agreements or contracts between you and the investor and all Documents that reflect terms of investments;
8. For each investor identified in response to Item 5 above, all periodic or other account statements;
9. For each investor identified in response to Item 5 above, all Documents used or referred to by you to calculate or determine the amounts, data or values set forth in the account statements for each investor including, but not limited to, “Capital Balance”, “Calculated Account Balance”, and “Accumulated Account Balance”;
10. For each investor identified in response to Item 5 above, all Documents regarding the investment of (or other use of) their funds;
11. Documents sufficient to identify all individuals or entities who communicated with you regarding potential investments but did not ultimately invest in Wammel Group;

12. Documents sufficient to identify each person or entity that received referral payments, bonuses, or any other consideration from Wammel Group;

13. Documents regarding agreements or contracts between Wammel Group and persons that referred actual or potential investors in Wammel Group;

**Bryant and BUCF:**

14. All Documents regarding Communications between you and Bryant or BUCF;

15. All Documents regarding agreements or contracts between you on one hand and Bryant or BUCF on the other;

16. All Documents regarding Communications with Bryant or BUCF with respect to the investment of (or other use of) funds received from Bryant or BUCF;

17. All Documents regarding Communications with Bryant or BUCF with respect to your brokerage accounts at OptionsXpress, Inc. or T.D. Ameritrade, Inc.;

18. All Documents regarding Communications with Bryant or BUCF with respect to Global Motorcars;

19. All Documents regarding Communications with Bryant or BUCF with respect to Espi Motorcars;

20. All Documents regarding Communications with Bryant or BUCF with respect to League City;

21. Documents sufficient to identify the nature of your relationship with Bryant;

22. Documents sufficient to identify the nature of your relationship with BUCF;

23. Documents sufficient to disclose all assets you received from or held on behalf of Bryant or BUCF;

24. All Documents used or referred to by you to calculate or determine any payments

made to Bryant or BUCF;

25. All periodic or other account statements related to Bryant's or BUCF's investments with you;

26. All Documents regarding the terms, dates, principal balance, interest rate, escrow balance, or amount of monthly payments by and between you on the one hand and Bryant or BUCF on the other;

27. Documents sufficient to identify all salary or other compensation or payments you have received from Bryant and BUCF;

28. Documents sufficient to identify all salary or other compensation or payments you paid to Bryant or BUCF;

**BUCF Investors:**

29. All Documents regarding Communications between you and investors in BUCF;

30. All Documents regarding Communications between you and potential investors in BUCF;

31. All Documents regarding Communications between Bryant or BUCF and investors in BUCF;

32. All Documents regarding Communications between Bryant or BUCF and potential investors in BUCF;

33. Documents regarding representations made by Bryant or BUCF to BUCF investors;

34. Documents sufficient to identify any BUCF investors by name, address, and telephone number;

35. All Documents regarding agreements or contracts between BUCF and BUCF

investors;

36. Documents regarding the existence of any “secure escrow account” maintained by you for the benefit of Bryant, BUCF, and/or BUCF investors;

37. All Documents regarding Communications by or between Bryant or BUCF and BUCF investors with respect to Bryant or BUCF’s investment of (or other use of) funds received from BUCF investors;

**Bryant United Holdings, Inc.:**

38. All Documents regarding Communications between you and Bryant United Holdings, Inc.;

39. Documents sufficient to identify the nature of your relationship with Bryant United Holdings, Inc.;

**Global Motorcars:**

40. All Documents regarding Communications between you and Global Motorcars;

41. All Documents regarding agreements or contracts between you and Global Motorcars;

42. Documents sufficient to identify the nature of your relationship with Global Motorcars;

43. All Documents regarding the investment of (or other use of) funds sent by you to Global Motorcars;

**Espi Motorcars:**

44. All Documents regarding Communications between you and Espi Motorcars;

45. All Documents regarding agreements or contracts between you and Espi Motorcars;



46. Documents sufficient to identify the nature of your relationship with Espi Motorcars;

47. All Documents regarding the investment of (or other use of) funds sent by you to Espi Motorcars;

**League City:**

48. All Documents regarding Communications between you and League City;

49. All Documents regarding agreements or contracts between you and League City;

50. Documents sufficient to identify the nature of your relationship with League City;

51. All Documents regarding the investment of (or other use of) funds sent by you to League City;

**General:**

52. All documents, since January 1, 2010, relating to each bank, brokerage, or other financial institution account you own, control, share, or benefit from, including account statements, canceled checks, wire-transfer records, correspondence, notices, deposit records, withdrawal records, applications, account-opening forms, signature cards, account-closing forms, and transfer records.

53. Documents sufficient to disclose all of your other assets over \$1,000 in value, including the current location of all such assets;

54. For each year from January 1, 2010 through present, Documents sufficient to disclose your annual income and all sources of income;

55. All documents required to be provided or described by you pursuant to Rule 26(a)(1)(ii) of the Federal Rules of Civil Procedure.

Dated: May 18, 2017

Respectfully,



JASON P. REINSCH  
Texas Bar No. 24040120  
JESSICA B. MAGEE  
Texas Bar No. 24037757

United States Securities and Exchange Commission  
Fort Worth Regional Office  
Burnett Plaza, Suite 1900  
801 Cherry Street, Unit #18  
Fort Worth, TX 76102-6882  
Ph: 817-900-2601 (jpr)  
Fax: 917-978-4927  
[reinschj@sec.gov](mailto:reinschj@sec.gov)  
[mageej@sec.gov](mailto:mageej@sec.gov)

ATTORNEYS FOR PLAINTIFF  
SECURITIES AND EXCHANGE COMMISSION

### CERTIFICATE OF SERVICE

I certify that on May 18, 2017, I served *Plaintiff's First Request for Production to Relief Defendants Arthur F. Wammel and Wammel Group, LLC* on all parties by causing a true and correct copy thereof via the method identified below:

Via email to [dweller@gpm-law.com](mailto:dweller@gpm-law.com) and [gwesleka@gpm-law.com](mailto:gwesleka@gpm-law.com)

Dan Waller  
Greg Weselka  
Glast, Phillips, and Murray PC  
14801 Quorum Dr., Suite 500  
Dallas, Texas 75254  
*Attorneys for Defendants Thurman P. Bryant, III and Bryant United Capital Funding*

Via email to [toby.galloway@kellyhart.com](mailto:toby.galloway@kellyhart.com) and [jimmy@ardoinlawpllc.com](mailto:jimmy@ardoinlawpllc.com)

Toby Galloway  
Kelly Hart & Hallman LLP  
201 Main St., Suite 2500  
Fort Worth, Texas 76102

Jimmy Ardoin  
Ardoin Law PLLC  
2118 Smith St., Suite 200  
Houston, Texas 77002  
*Attorneys for Relief Defendants Arthur M. Wammel and Wammel Group LLC*

Via U.S. Mail

Thurman P. Bryant, Jr.  
5343 Buena Vista Dr.  
Frisco, Texas 75034  
*Pro Se*

Via U.S. Mail

Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment  
1300 Cottonwood Valley Circle, South  
Irving, TX 75038  
*Pro Se*

Via email to Jennifer.Ecklund@tklaw.com and Tim.Hudson@tklaw.com

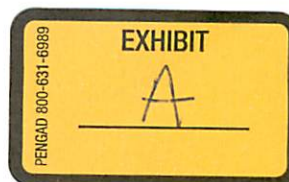
Jennifer R. Ecklund  
Tim Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Court-Appointed Receiver*

Timothy E. Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Counsel for Court-Appointed Receiver*



Jason P. Reinsch

<u>Wammel Group LLC other investments:</u>	<u>Investment Amount</u>	<u>Monthly Income</u>
Global Motorcars of Houston Vanverhall Exotics of Houston	\$2,000,000.00	\$32,000.00
Espi Motorcars	\$475,000.00	\$7,125.00
League city Boat and RV storage	\$1,000,000.00	\$10,000.00
<b>TOTALS</b>	<b>\$3,475,000.00</b>	<b>\$49,125.00</b>



**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

---

<b>SECURITIES AND EXCHANGE COMMISSION</b>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No.:
	:	
<b>THURMAN P. BRYANT, III, and</b>	:	<b>4:17-CV-00336-ALM</b>
<b>BRYANT UNITED CAPITAL FUNDING, INC.</b>	:	
	:	
Defendants,	:	
	:	
<b>ARTHUR F. WAMMEL,</b>	:	
<b>WAMMEL GROUP, LLC,</b>	:	
<b>THURMAN P. BRYANT, JR.,</b>	:	
<b>CARLOS GOODSPEED a/k/a SEAN PHILLIPS</b>	:	
<b>d/b/a TOP AGENT ENTERTAINMENT d/b/a</b>	:	
<b>MR. TOP AGENT ENTERTAINMENT</b>	:	
	:	
Relief Defendants.	:	

---

**RELIEF DEFENDANTS ARTHUR F. WAMMEL AND WAMMEL GROUP, LLC'S  
RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

Relief Defendants Arthur F. Wammel and Wammel Group, LLC (collectively, "Wammel") hereby respond to Plaintiff's First Set of Interrogatories.

**I. OBJECTIONS TO DEFINITIONS**

Wammel objects to the definitions to the extent that they purport to impose a greater burden on the relief defendants than the Federal Rules of Civil Procedure. More specifically, the definitions of various individuals and entities, including Mr. Wammel and Wammel Group, are overly broad.

## II. OBJECTIONS TO INSTRUCTIONS

Wammel objects to the instructions to the extent that they purport to impose a greater burden on the relief defendants than the Federal Rules of Civil Procedure.

## III. INTERROGATORIES

### INTERROGATORY NO. 1:

Identify each investor in Wammel Group by:

- a. Name;
  - b. Address;
  - c. Phone number;
  - d. Total amount invested;
  - e. Date of initial investment;
  - f. Amount initially invested;
  - g. Payment method of the initial investment (e.g., check, wire);
  - h. Date of additional investment(s), if any;
  - i. Amount of additional investment(s), if any;
  - j. Payment method of any additional investments (e.g., check, wire);
  - k. Total of payments to the investor;
  - l. Date of monthly or periodic payments to the investor;
  - m. Amount of for each monthly or periodic payments to the investor;
- and
- n. Amount of principal returned;

**ANSWER:** Wammel respectfully invokes the Fifth Amendment privilege against self-incrimination and declines to answer this interrogatory.

**INTERROGATORY NO. 2:**

Describe with particularity the representations made by you to actual or prospective investors in Wammel Group (excluding Bryant and BUCF) regarding investments with Wammel Group, including, but not limited to: (1) the nature of Wammel Group's business operations, (2) the risks associated with investing in Wammel Group, (3) how funds invested with Wammel Group would be used, (4) the source of investment returns or distributions, (5) where funds invested would be deposited, (6) who maintained control over the invested funds, (7) the existence of secure escrow accounts, and (8) whether investment returns or distributions would be guaranteed.

**ANSWER:** Wammel respectfully invokes the Fifth Amendment privilege against self-incrimination and declines to answer this interrogatory.

**INTERROGATORY NO. 3:**

Describe with particularity the representations made by you to Bryant or BUCF regarding investments with Wammel Group, including, but not limited to: (1) the nature of Wammel Group's business operations, (2) the risks associated with investing in Wammel Group, (3) how funds invested with Wammel Group would be used, (4) the source of investment returns or distributions, (5) where funds invested would be deposited, (6) who maintained control over the invested funds, (7) the existence of secure escrow accounts, and (8) whether investment returns or distributions would be guaranteed.



**ANSWER:** Wammel objects to sub-parts (4) through (8) of this interrogatory as exceeding the 25 prescribed by the Federal Rules of Civil Procedure. Subject to and without waiving that objection, Wammel respectfully invokes the Fifth Amendment privilege against self-incrimination and declines to answer this interrogatory.

**INTERROGATORY NO. 4:**

Describe with particularity the representations made to you by Bryant or BUCF, including, by way of example: (1) the nature of BUCF's business operations; (2) the source of BUCF's funds; (3) the identity of any BUCF investors; (4) BUCF's understanding of the nature of Wammel Group's business operations, (5) BUCF's understanding of the risks associated with investing in Wammel Group, (6) BUCF's understanding of how funds invested with Wammel Group would be used, (7) BUCF's understanding of the source of investment returns or distributions, (8) BUCF's understanding of where funds invested would be deposited; (9) how BUCF would use returns or distributions from Wammel Group; (5) representations made by Bryant or BUCF to BUCF's investors; (6) BUCF's understanding of the existence of secure escrow accounts; and (7) BUCF's understanding of whether investment returns or distributions from Wammel Group would be guaranteed.

**ANSWER:** Wammel objects to this interrogatory as exceeding the 25 prescribed by the Federal Rules of Civil Procedure. Subject to and without waiving that objection, Wammel respectfully invokes the Fifth Amendment privilege against self-incrimination and declines to answer this interrogatory.

Dated: May 22, 2017

Respectfully submitted,

/s/ Toby M. Galloway

Toby M. Galloway  
State Bar No. 00790733  
**KELLY, HART & HALLMAN LLP**  
201 Main Street, Suite 2500  
Fort Worth, TX 76102  
Telephone (817) 332-2500  
Facsimile (817) 878-9280  
[toby.galloway@kellyhart.com](mailto:toby.galloway@kellyhart.com)

/s/ Jimmy Ardoin

Jimmy Ardoin  
State Bar No. 24045420  
**ARDOIN LAW PLLC**  
2118 Smith Street, Suite 200  
Houston, TX 77002  
Telephone (713) 574-8900  
Facsimile [jimmy@ardoinlawpllc.com](mailto:jimmy@ardoinlawpllc.com)

### CERTIFICATE OF SERVICE

I certify that on May 22, 2017, I served *Relief Defendants Arthur F. Wammel and Wammel Group, LLC's Responses to Plaintiff's First Set of Interrogatories* on all parties by causing a true and correct copy thereof via the method identified below:

Via email to reinschj@sec.gov

Jason P. Reinsch  
U.S. Securities and Exchange Commission  
801 Cherry Street, Suite 1900  
Fort Worth, Texas 76102

Via email to dwallar@gpm-law.com and gweselka@gpm-law.com

Dan Wallar, Greg Weselka  
Glast, Phillips and Murray PC  
14801 Quorum Dr., Suite 500  
Dallas, Texas 75254  
*Attorneys for Defendants Thurman P. Bryant, III and Bryant United Capital Funding*

Via email to jimmy@ardoinlawpllc.com

Jimmy Ardoin  
Ardoin Law PLLC  
2118 Smith St., Suite 200  
Houston, Texas 77002  
*Attorneys for Relief Defendants Arthur M. Wammel and Wammel Group LLC*

Via U.S. Mail

Thurman P. Bryant, Jr.  
5343 Buena Vista Dr.  
Frisco, Texas 75034  
*Pro Se*

Via U.S. Mail

Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment  
1300 Cottonwood Valley Circle, South  
Irving, TX 75038  
*Pro Se*

Via email to Jennifer.Ecklund@tklaw.com and Tim.Hudson@tklaw.com

Jennifer R. Ecklund, Tim Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Court-Appointed Receiver*

Timothy E. Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Counsel for Court-Appointed Receiver*

/s/ Toby M. Galloway  
Toby M. Galloway



TOBY M. GALLOWAY  
toby.galloway@kellyhart.com

TELEPHONE: (817) 878-3501  
FAX: (817) 878-9280

May 25, 2017

**Via email and Hand Delivery**

Mr. Jason Reinsch  
U.S. Securities and Exchange Commission  
801 Cherry Street, 19th Floor  
Fort Worth, Texas 76102

Re: Civil Action No.: 4:17-CV-00336-ALM; *Securities and Exchange Commission v. Thurman P. Bryant, III and Bryant United Capital Funding, Inc.*

Dear Mr. Reinsch:

Enclosed is Relief Defendants Arthur F. Wammel and Wammel Group, LLC's Responses to Plaintiff's First Document Request as well as a CD containing documents bates labeled WAMMEL\_SEC004590-WAMMEL\_SEC004653.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

/s/ Toby M. Galloway

Toby M. Galloway

2436911.1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

<b>SECURITIES AND EXCHANGE COMMISSION</b>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No.:
	:	<b>4:17-CV-00336-ALM</b>
<b>THURMAN P. BRYANT, III, and</b>	:	
<b>BRYANT UNITED CAPITAL FUNDING, INC.</b>	:	
	:	
Defendants,	:	
	:	
<b>ARTHUR F. WAMMEL,</b>	:	
<b>WAMMEL GROUP, LLC,</b>	:	
<b>THURMAN P. BRYANT, JR.,</b>	:	
<b>CARLOS GOODSPEED a/k/a SEAN PHILLIPS</b>	:	
<b>d/b/a TOP AGENT ENTERTAINMENT d/b/a</b>	:	
<b>MR. TOP AGENT ENTERTAINMENT</b>	:	
	:	
Relief Defendants.	:	

**RELIEF DEFENDANTS ARTHUR F. WAMMEL AND WAMMEL GROUP, LLC'S  
RESPONSES TO PLAINTIFF'S FIRST DOCUMENT REQUEST**

Relief Defendants Arthur F. Wammel and Wammel Group, LLC (collectively, "Wammel" or "Relief Defendants") hereby respond to Plaintiff's First Document Request.

**I.  
OBJECTIONS TO DEFINITIONS**

Wammel objects to the definitions to the extent they purport to impose more of a burden on the relief defendants than the Federal Rules of Civil Procedure. More specifically, the definitions of various individuals and entities, including Mr. Wammel and Wammel Group, are overly broad.

**II.**  
**OBJECTIONS TO INSTRUCTIONS**

Wammel objects to the instructions to the extent they purport to impose more of a burden on the relief defendants than the Federal Rules of Civil Procedure.

**III.**  
**OBJECTIONS AND RESPONSES TO DOCUMENTS TO BE PRODUCED**

**General:**

A. All Documents regarding Communications between any Defendant and any Relief Defendant;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

2. All Documents regarding contracts or agreements between any Defendant and any Relief Defendant;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

**Wammel Group Investors:**

3. All Documents regarding Communications between you and investors in Wammel Group with regard to Wammel Group;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

4. All Documents regarding Communications between you and potential investors in Wammel Group with regard to Wammel Group;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

6. Documents sufficient to identify all Wammel Group investors by name, address, and telephone number; For each investor identified in response to Item 5 above, Documents sufficient to disclose:

- a. the total amount invested;
  - b. the date and amount initially invested;
  - c. the payment method of the initial investment (e.g., check, wire);
  - d. the date and amount of any additional investments;
  - e. the payment method of any additional investments (e.g., check, wire);
  - f. total of payments to each investor;
  - g. the date and amount of monthly or periodic payments to each investor;
- and
- h. the amount of principal returned;



**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

7. For each investor identified in response to Item 5 above, all Documents regarding agreements or contracts between you and the investor and all Documents that reflect terms of investments;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

8. For each investor identified in response to Item 5 above, all periodic or other account statements;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

9. For each investor identified in response to Item 5 above, all Documents used or referred to by you to calculate or determine the amounts, data or values set forth in the account statements for each investor including, but not limited to, "Capital Balance", "Calculated Account Balance", and "Accumulated Account Balance";

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

10. For each investor identified in response to Item 5 above, all Documents regarding the investment of (or other use of) their funds;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

11. Documents sufficient to identify all individuals or entities who communicated with you regarding potential investments but did not ultimately invest in Wammel Group;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

12. Documents sufficient to identify each person or entity that received referral payments, bonuses, or any other consideration from Wammel Group;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

13. Documents regarding agreements or contracts between Wammel Group and

persons that referred actual or potential investors in Wammel Group;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

**Bryant and BUCF:**

14. All Documents regarding Communications between you and Bryant or BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

15. All Documents regarding agreements or contracts between you on one hand and Bryant or BUCF on the other;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

16. All Documents regarding Communications with Bryant or BUCF with respect to the investment of (or other use of) funds received from Bryant or BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as

required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

17. All Documents regarding Communications with Bryant or BUCF with respect to your brokerage accounts at OptionsXpress, Inc. or T.D. Ameritrade, Inc.;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

18. All Documents regarding Communications with Bryant or BUCF with respect to Global Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

19. All Documents regarding Communications with Bryant or BUCF with respect to Espi Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

20. All Documents regarding Communications with Bryant or BUCF with respect to League City;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

21. Documents sufficient to identify the nature of your relationship with Bryant;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

22. Documents sufficient to identify the nature of your relationship with BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

23. Documents sufficient to disclose all assets you received from or held on behalf of Bryant or BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

24. All Documents used or referred to by you to calculate or determine any payments made to Bryant or BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

25. All periodic or other account statements related to Bryant's or BUCF's investments with you;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

26. All Documents regarding the terms, dates, principal balance, interest rate, escrow balance, or amount of monthly payments by and between you on the one hand and Bryant or BUCF on the other;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

27. Documents sufficient to identify all salary or other compensation or payments you have received from Bryant and BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

28. Documents sufficient to identify all salary or other compensation or payments you paid to Bryant or BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

**BUCF Investors:**

29. All Documents regarding Communications between you and investors in BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

30. All Documents regarding Communications between you and potential investors in BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

31. All Documents regarding Communications between Bryant or BUCF and investors in BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

32. All Documents regarding Communications between Bryant or BUCF and potential investors in BUCF;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

33. Documents regarding representations made by Bryant or BUCF to BUCF investors;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

34. Documents sufficient to identify any BUCF investors by name, address, and telephone number;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing



objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

35. All Documents regarding agreements or contracts between BUCF and BUCF investors;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

36. Documents regarding the existence of any "secure escrow account" maintained by you for the benefit of Bryant, BUCF, and/or BUCF investors;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

37. All Documents regarding Communications by or between Bryant or BUCF and BUCF investors with respect to Bryant or BUCF's investment of (or other use of) funds received from BUCF investors;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

**Bryant United Holdings, Inc.:**

38. All Documents regarding Communications between you and Bryant United Holdings, Inc.;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, responsive documents are being produced contemporaneously herewith.

39. Documents sufficient to identify the nature of your relationship with Bryant United Holdings, Inc.;

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, after diligent search, Wammel has not found any documents in his possession, custody or control that is responsive to this Request.

**Global Motorcars:**

40. All Documents regarding Communications between you and Global Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

41. All Documents regarding agreements or contracts between you and Global Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

42. Documents sufficient to identify the nature of your relationship with Global Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

43. All Documents regarding the investment of (or other use of) funds sent by you to Global Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

**Espi Motorcars:**

44. All Documents regarding Communications between you and Espi Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

45. All Documents regarding agreements or contracts between you and Espi Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

46. Documents sufficient to identify the nature of your relationship with Espi Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

47. All Documents regarding the investment of (or other use of) funds sent by you to Espi Motorcars;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence

**League City:**

48. All Documents regarding Communications between you and League City;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

49. All Documents regarding agreements or contracts between you and League City;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further, Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure.

50. Documents sufficient to identify the nature of your relationship with League City;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

51. All Documents regarding the investment of (or other use of) funds sent by you to League City;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

**General:**

52. All documents, since January 1, 2010, relating to each bank, brokerage, or other financial institution account you own, control, share, or benefit from, including account statements, canceled checks, wire-transfer records, correspondence, notices, deposit records, withdrawal records, applications, account-opening forms, signature cards, account-closing forms, and transfer records.

**ANSWER:**

Wammel objects to this request as overly broad, vague and ambiguous in that the request fails to identify the item or category of items to be produced with reasonable particularity as required by the Federal Rules of Civil Procedure. Subject to and without waiving the foregoing objections, any responsive documents have been previously produced to Plaintiff.

53. Documents sufficient to disclose all of your other assets over \$1,000 in value, including the current location of all such assets;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

54. For each year from January 1, 2010 through present, Documents sufficient to disclose your annual income and all sources of income;

**ANSWER:**

Wammel objects to this Request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

55. All documents required to be provided or described by you pursuant to Rule 26(a)(1)(ii) of the Federal Rules of Civil Procedure.

**ANSWER:**

Responsive documents are being produced contemporaneously herewith.

Respectfully submitted,

/s/ Toby M. Galloway

Toby M. Galloway  
State Bar No. 00790733  
**KELLY, HART & HALLMAN LLP**  
201 Main Street, Suite 2500  
Fort Worth, TX 76102  
Telephone (817) 332-2500  
Facsimile (817) 878-9280  
[toby.galloway@kellyhart.com](mailto:toby.galloway@kellyhart.com)

/s/ Jimmy Ardoin

Jimmy Ardoin  
State Bar No. 24045420  
**ARDOIN LAW PLLC**  
2118 Smith Street, Suite 200  
Houston, TX 77002  
Telephone (713) 574-8900  
Facsimile [jimmy@ardoinlawpllc.com](mailto:jimmy@ardoinlawpllc.com)

**CERTIFICATE OF SERVICE**

I certify that on May 25, 2017, I served *Relief Defendants Arthur F. Wammel and Wammel Group, LLC's Responses to Plaintiff's First Document Request* on all parties by causing a true and correct copy thereof via the method identified below:

Via hand deliver and email to reinschj@sec.gov

Jason P. Reinsch  
U.S. Securities and Exchange Commission  
801 Cherry Street, Suite 1900  
Fort Worth, Texas 76102

Via email to Treybryant03@gmail.com

Thurman P. Bryant, III  
Bryant United Capital Funding

Via email to jimmy@ardoinlawpllc.com

Jimmy Ardoin  
Ardoin Law PLLC  
2118 Smith St., Suite 200  
Houston, Texas 77002  
*Attorneys for Relief Defendants Arthur M. Wammel and Wammel Group LLC*

Via U.S. Mail

Thurman P. Bryant, Jr.  
5343 Buena Vista Dr.  
Frisco, Texas 75034  
*Pro Se*

Via U.S. Mail

Carlos D. Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment  
1300 Cottonwood Valley Circle, South  
Irving, TX 75038  
*Pro Se*



Via email to Jennifer.Ecklund@tklaw.com and Tim.Hudson@tklaw.com

Jennifer R. Ecklund, Tim Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Court-Appointed Receiver*

Timothy E. Hudson  
Thompson & Knight  
One Arts Plaza  
1722 Routh Street, Suite 1500  
Dallas, TX 75201  
*Counsel for Court-Appointed Receiver*

/s/ Toby M. Galloway  
Toby M. Galloway

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Monday, July 25, 2011 3:44 PM  
**To:** Art Wammel  
**Cc:** Art Wammel  
**Subject:** Bank Deposit info...

Hey Art- below is the New Company and bank information for the deposit....

**Bryant United Capital Funding, Inc.**  
**24044 Cinco Village Center Blvd, Suite 100**  
**Katy, TX 77494**

**Wells Fargo**  
**Accnt#: 1916549692**

Amount Break Down:

Dad: \$7000  
Roland: \$7000  
Mine: \$7500  
Kenny: \$500

Current Total: \$22,000.00 ..... Let me know if we made any additional this month. I may increase my disbursement this month if available... Thanks Bro....

Thanks,

**Trey Bryant, III**  
President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**  
Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | [tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

---

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Thursday, August 15, 2013 6:27 AM  
**To:** Art Wammel (artwammel@gmail.com); Art Wammel (awammel@bryantlending.com)  
**Subject:** 23 month Statements/Bryant United Capital Funding  
**Attachments:** 24 Month BU Statements.zip

Here you go Bro... I stayed up all night working on them... I did 23 months opposed to 24 months because the year-end cut off match 23 statements- 24 month would include another year of Statements- Which I can do if you need it... Remember- Statements are sent on the 28<sup>th</sup> of every month and payouts are sent on the 3<sup>rd</sup> of every month- Exception: weekends and/or holidays. Also, Any capital account deposits or increases have a 60 day before adjusted disbursement. Call me if you have any questions. Good Luck Bro!! Close him\$\$\$\$!:-)

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**  
Direct 281.299.5311 | Office 281.860.7649 | Fax 281.860.7651 | Toll Free 866.580.3525



*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

*† A Bryant United Holdings, Inc. Company*

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

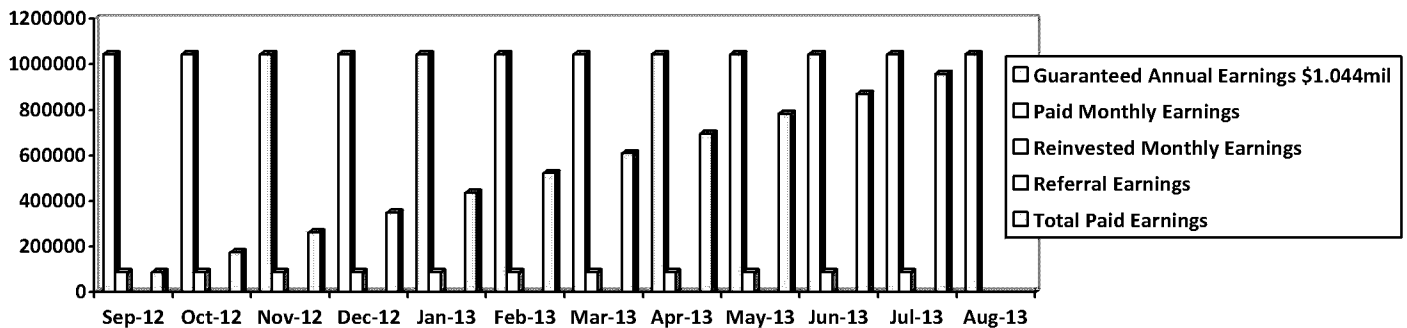
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JULY 29, 2013  
 STATEMENT TERM: JUN 22, 2013 - JUL 15, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	08/02/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT (EFF 09/03/2013)	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$230,000.00	\$870,000.00	\$0.00	\$4,580,000.00

### Messages/Notes:

Congratulations on your July 2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be September 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

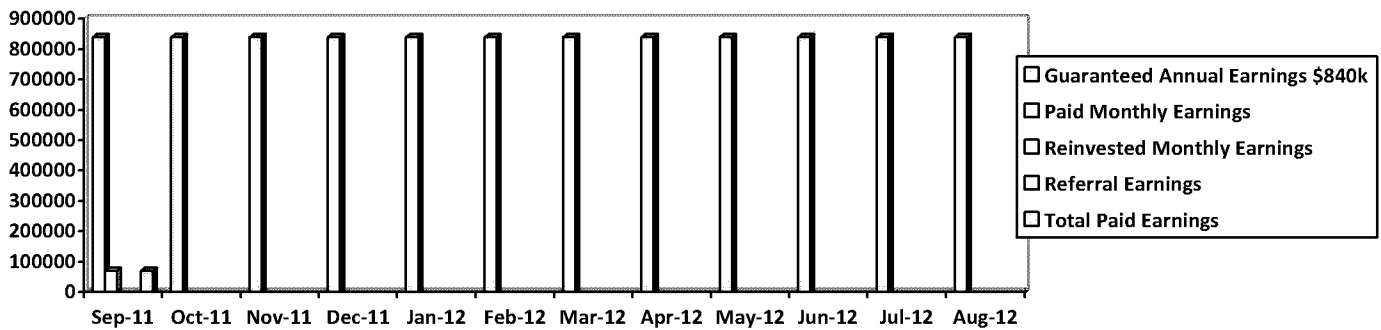
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: SEPTEMBER 28, 2011  
 STATEMENT TERM: AUG 19, 2011 - SEPT 16, 2011

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$3,500,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	10/03/11

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$3,500,000.00 USD	BUCF Inc. Trust	24%	\$70,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$70,000.00	\$0.00	\$3,500,000.00

**Messages/Notes:**

Congratulations on your Sept2011 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Nov 3, 2011.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

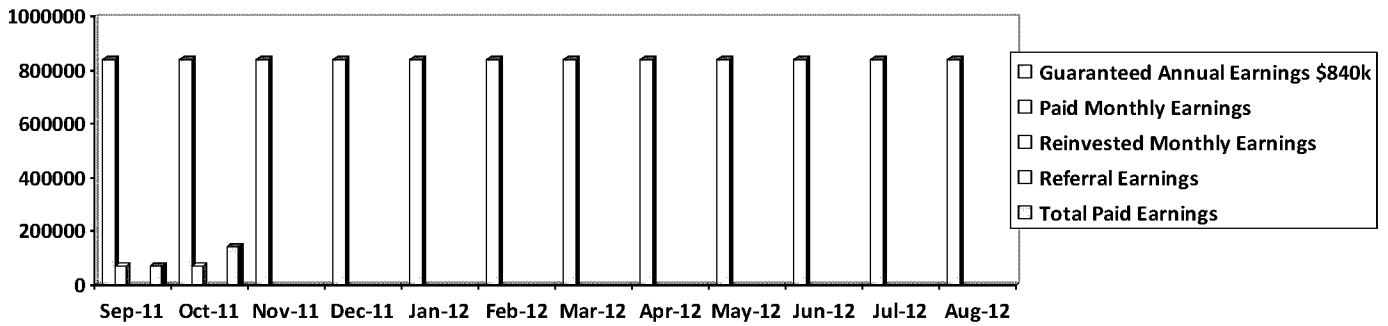
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: OCTOBER 28, 2011  
 STATEMENT TERM: SEPT 17, 2011 - OCT 21, 2011

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$3,500,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	11/03/11

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$3,500,000.00 USD	BUCF Inc. Trust	24%	\$70,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$140,000.00	\$0.00	\$3,500,000.00

**Messages/Notes:**

Congratulations on your Oct2011 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Dec 3, 2011.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

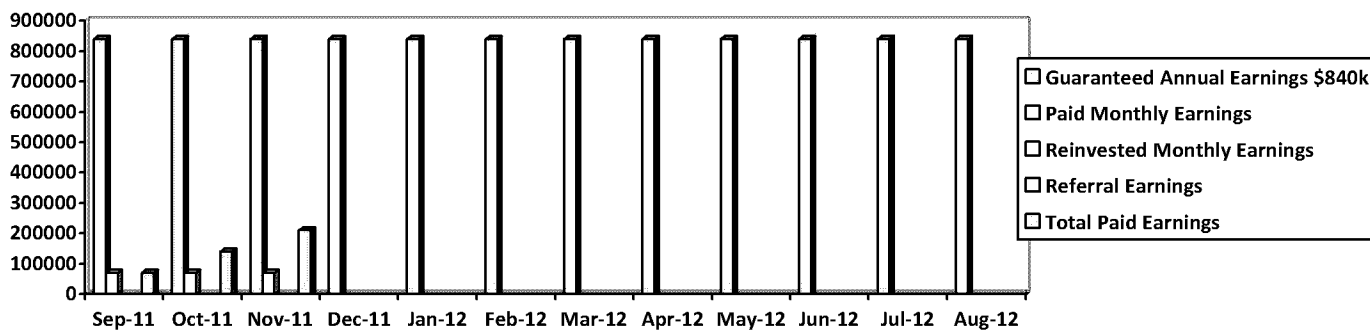
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: NOVEMBER 28, 2011  
 STATEMENT TERM: OCT 22, 2011 - NOV 18, 2011

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$3,500,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	12/02/11

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$3,500,000.00 USD	BUCF Inc. Trust	24%	\$70,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$140,000.00	\$0.00	\$3,500,000.00

**Messages/Notes:**

Congratulations on your Nov2011 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Jan 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

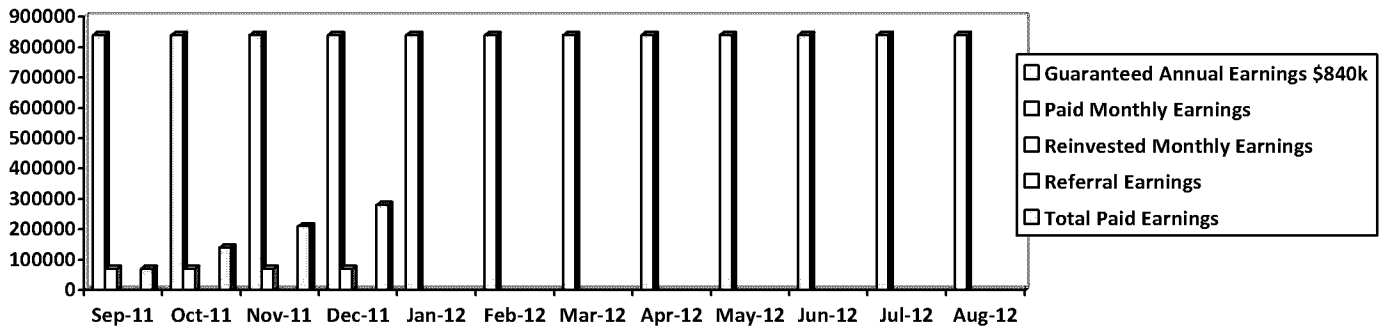
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: DECEMBER 28, 2011  
 STATEMENT TERM: NOV 19, 2011 - DEC 16, 2011

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$3,500,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	01/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$3,500,000.00 USD	BUCF Inc. Trust	24%	\$70,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$280,000.00	\$0.00	\$3,500,000.00

**Messages/Notes:**

Congratulations on your Dec2011 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Feb 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM



# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

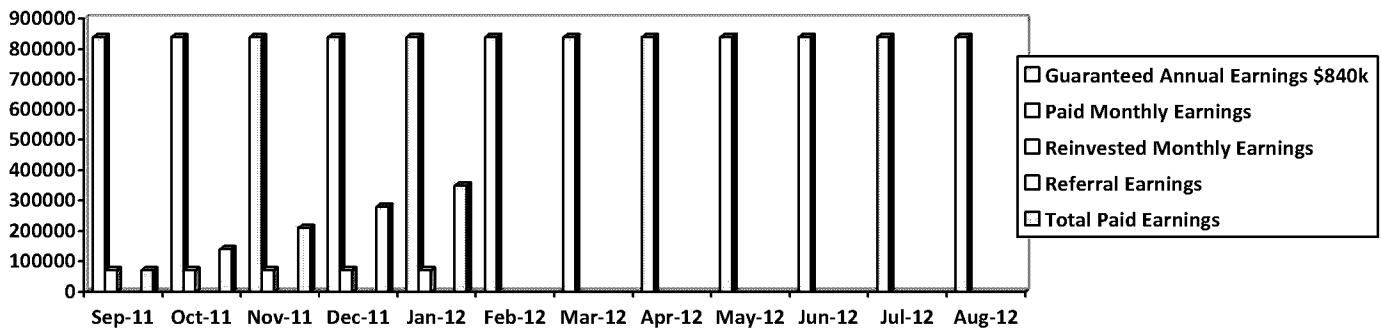
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JANUARY 28, 2012  
 STATEMENT TERM: DEC 17, 2011 - JAN 20, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$3,500,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	02/03/12

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$3,500,000.00 USD	BUCF Inc. Trust	24%	\$70,000.00



ADDITIONAL INVESTMENT DEPOSIT (EFF 03/03/2012)	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$500,000.00	\$350,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your Jan2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Mar 2, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

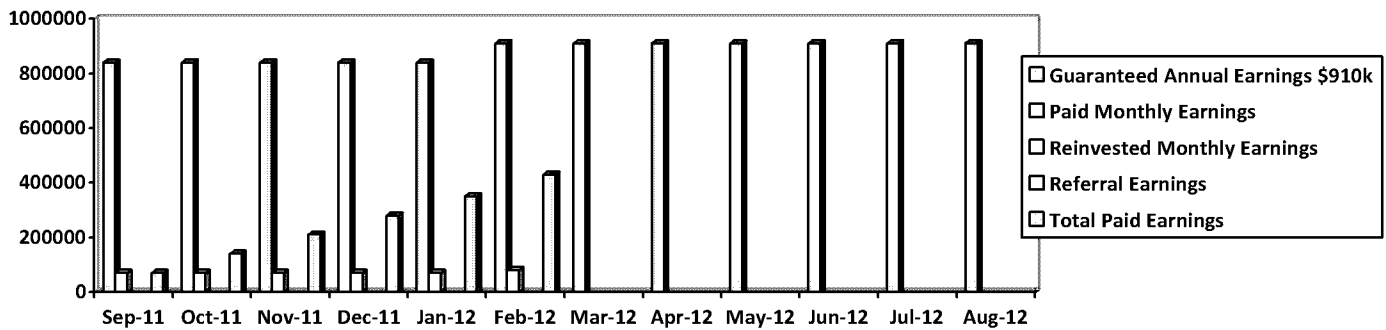
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: FEBRUARY 28, 2012  
 STATEMENT TERM: JAN 21, 2012 - FEB 17, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	03/02/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$430,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your Feb2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Apr 2, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

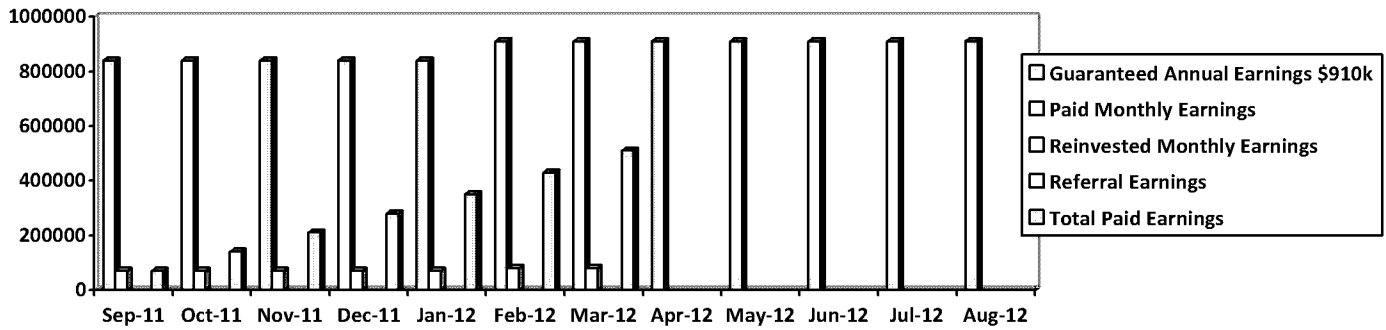
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: MARCH 28, 2012  
 STATEMENT TERM: FEB 18, 2012 - MAR 16, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	04/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$510,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your Mar2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be May 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

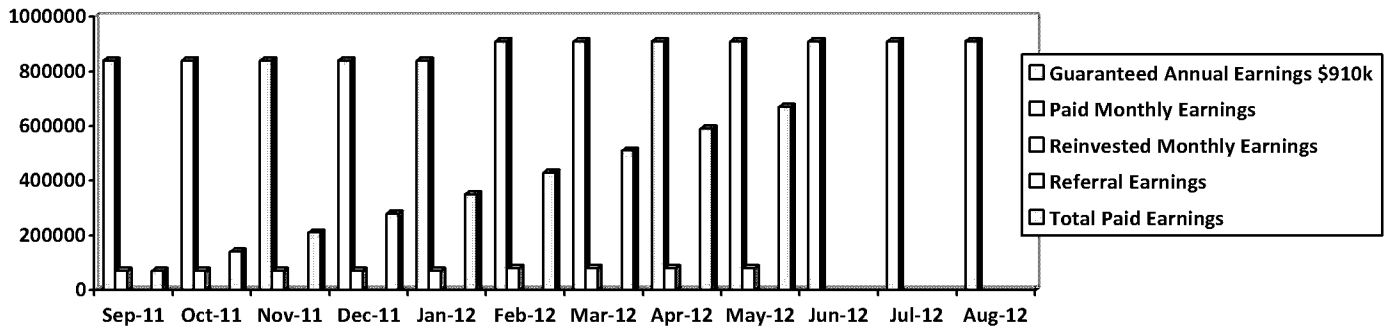
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: MAY 28, 2012  
 STATEMENT TERM: APR 21, 2012 - MAY 18, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	06/01/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$670,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your May2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be July 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

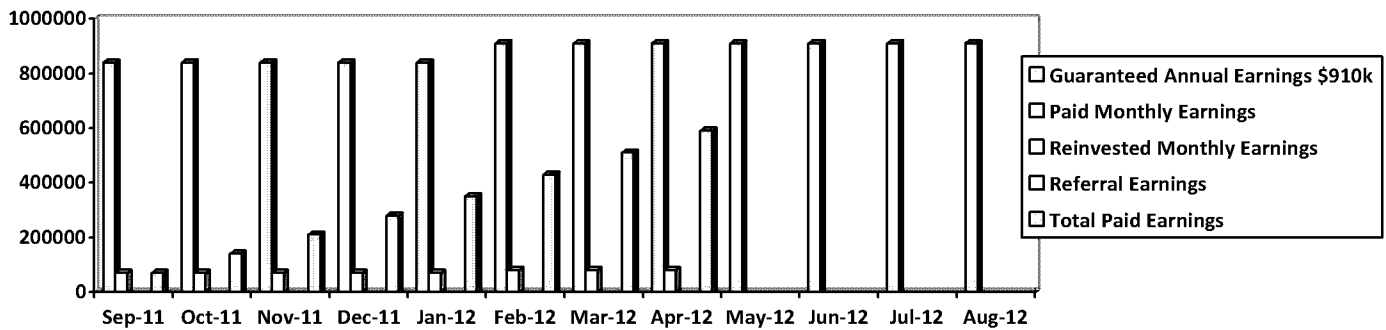
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: APRIL 27, 2012  
 STATEMENT TERM: MAR 17, 2012 - APR 20, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	05/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$590,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your Apr2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be June 1, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

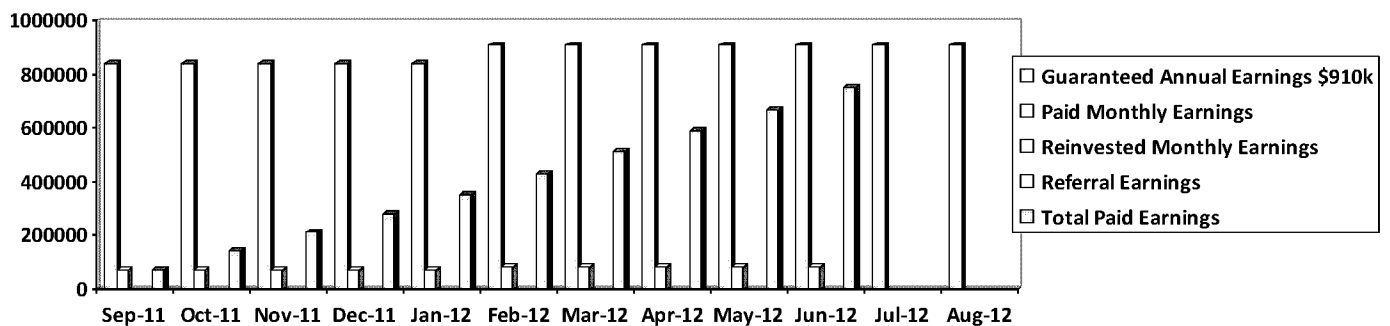
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JUNE 28, 2012  
 STATEMENT TERM: MAY 19, 2012 - JUN 15, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	07/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$750,000.00	\$0.00	\$4,000,000.00

**Messages/Notes:**

Congratulations on your June 2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Aug 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

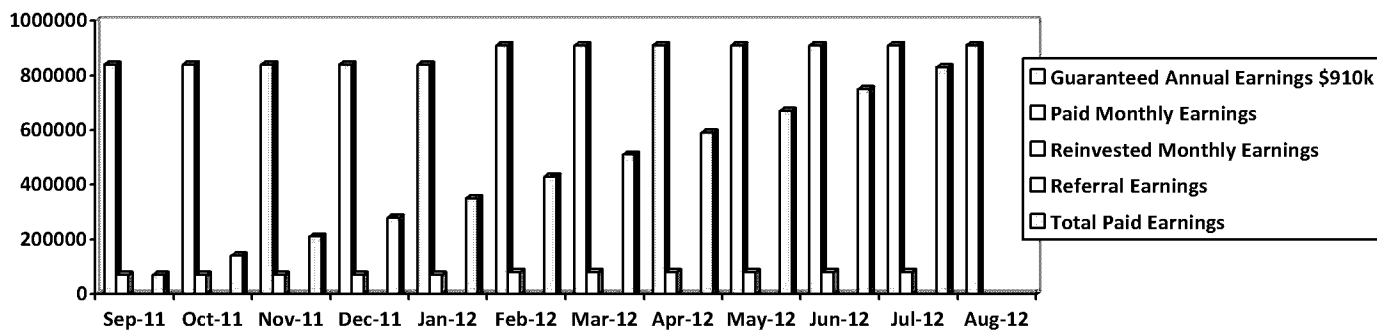
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JULY 27, 2012  
 STATEMENT TERM: JUN 16, 2012 - JUL 20, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	08/03/12

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT (EFF 09/03/2012)	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$350,000.00	\$830,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your July2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Sept 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

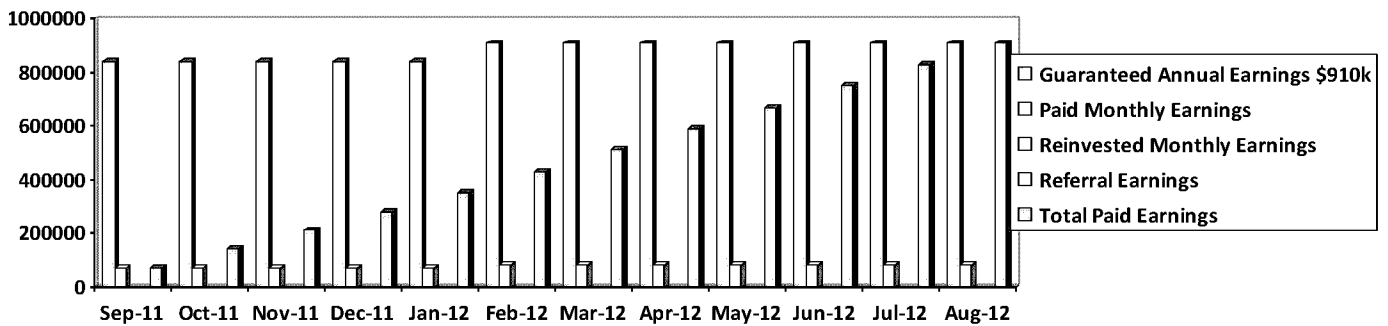
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: AUGUST 28, 2012  
 STATEMENT TERM: JUL 21, 2012 - AUG 17, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,000,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00	09/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,000,000.00 USD	BUCF Inc. Trust	24%	\$80,000.00



ADDITIONAL INVESTMENT DEPOSIT (EFF 09/03/12)	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$350,000.00	\$830,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Year-End Close and Aug2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Oct 3, 2012.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM



# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

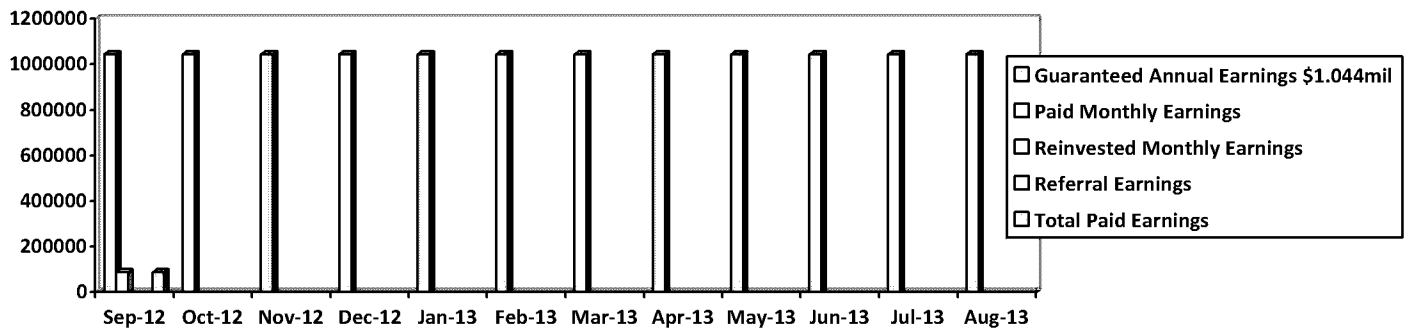
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: SEPTEMBER 27, 2012  
 STATEMENT TERM: AUG 18, 2012 - SEPT 21, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	10/03/12

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$87,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Sept2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be November 2, 2012 .

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

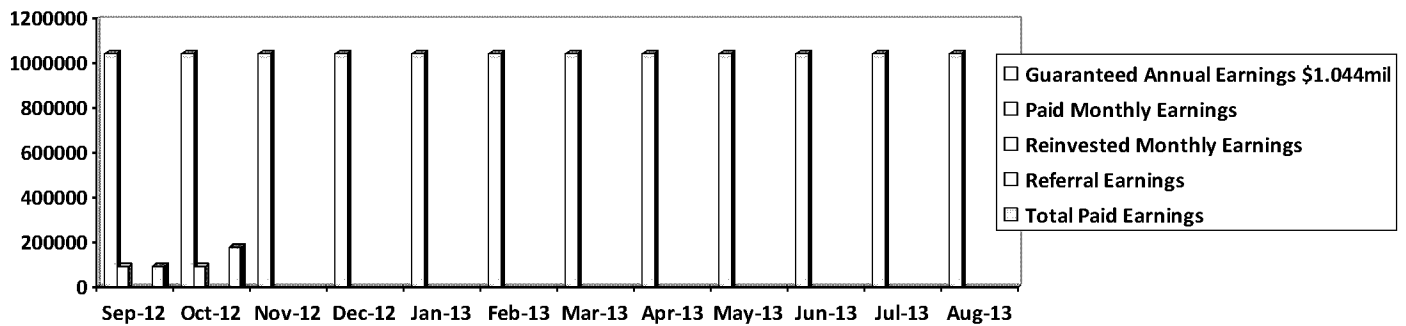
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: OCTOBER 29, 2012  
 STATEMENT TERM: SEPT 22, 2012 - OCT 19, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	11/02/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$174,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Oct2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be December 3, 2012 .

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

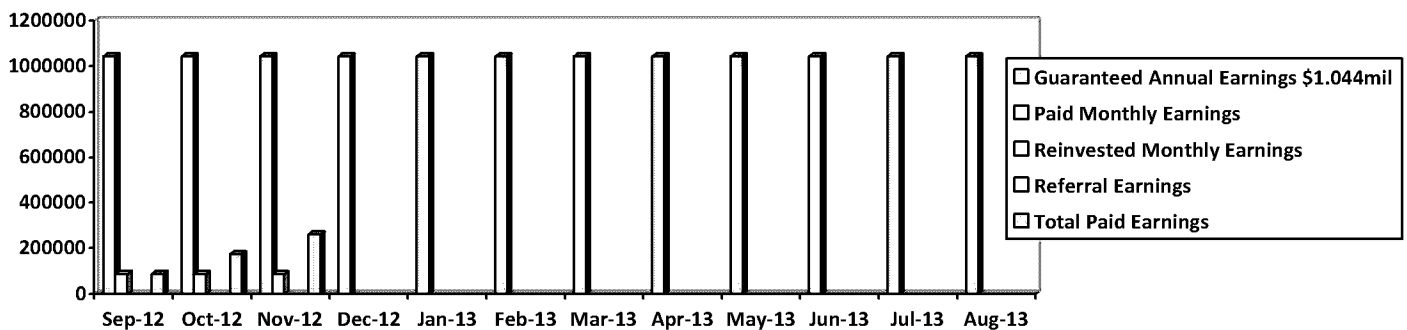
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: NOVEMBER 28, 2012  
 STATEMENT TERM: OCT 20, 2012 - NOV 16, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	12/03/12

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$261,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Nov2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be January 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

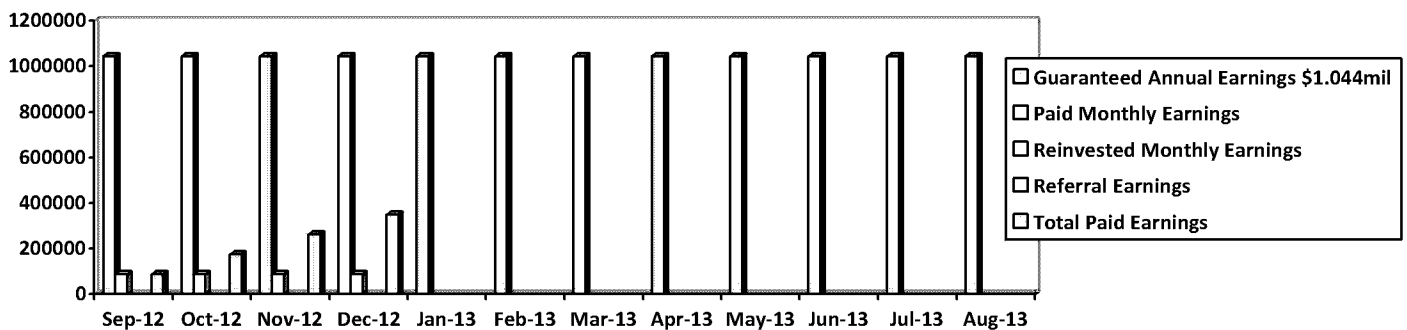
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: DECEMBER 28, 2012  
 STATEMENT TERM: NOV 17, 2012 - DEC 21, 2012

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	01/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$348,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Merry Christmas and Congratulations on your Dec2012 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be February 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

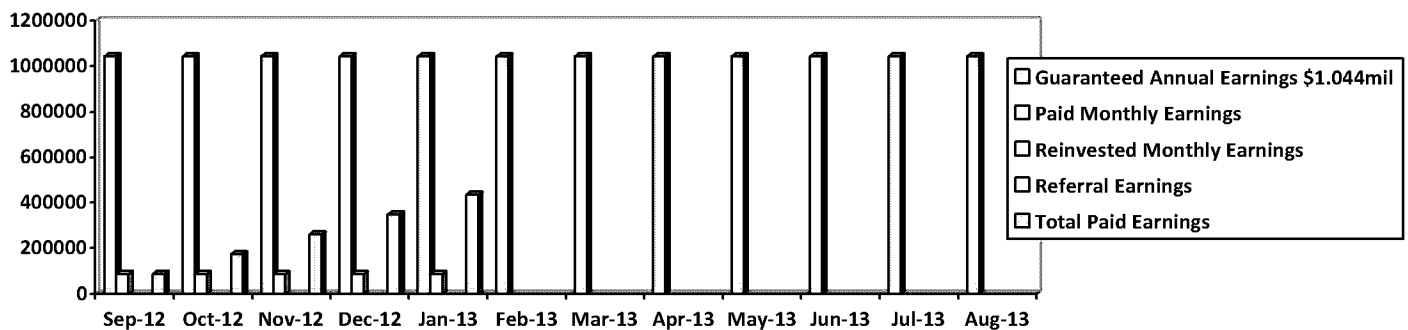
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JANUARY 28, 2013  
 STATEMENT TERM: DEC 22, 2012 - JAN 18, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	02/01/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$435,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Happy New Year's and Congratulations on your Jan2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be March 1, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

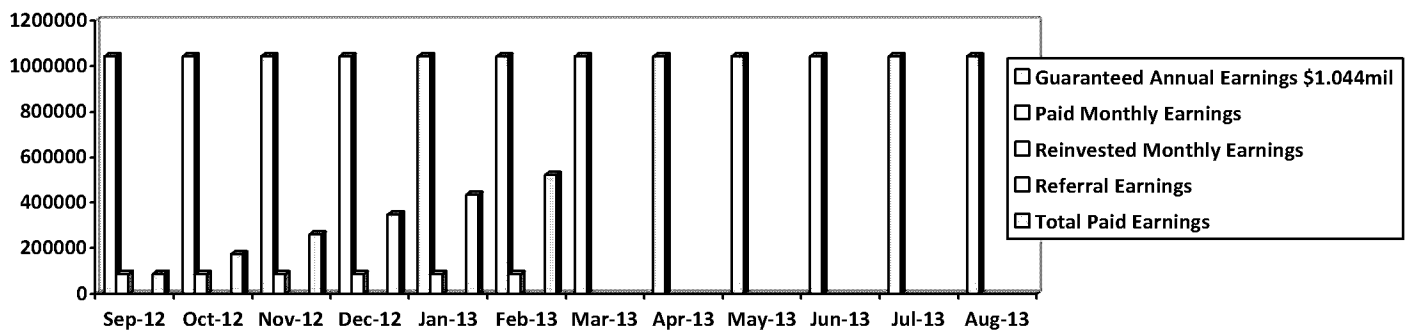
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: FEBRUARY 28, 2013  
 STATEMENT TERM: JAN 19, 2013 - FEB 15, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	03/01/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$522,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Feb2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be April 1, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

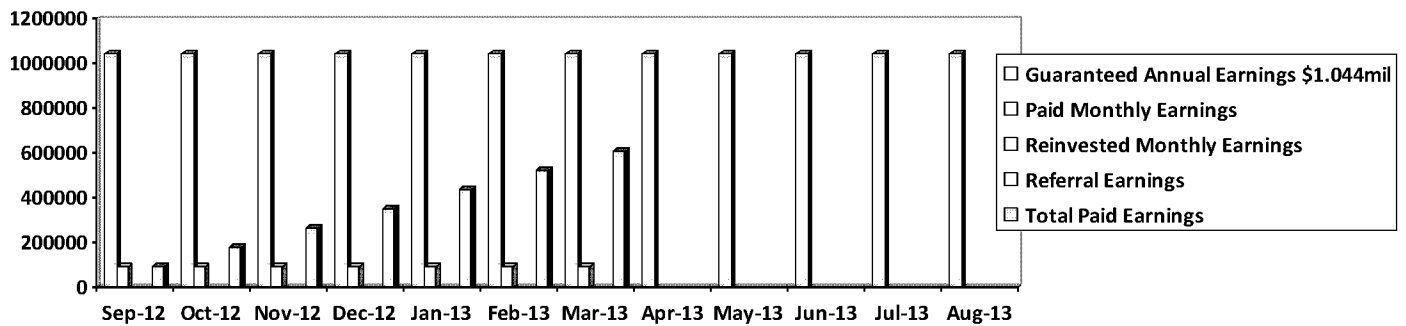
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: MARCH 28, 2013  
 STATEMENT TERM: FEB 16, 2012 - MAR 15, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	04/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$609,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Mar2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be May 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

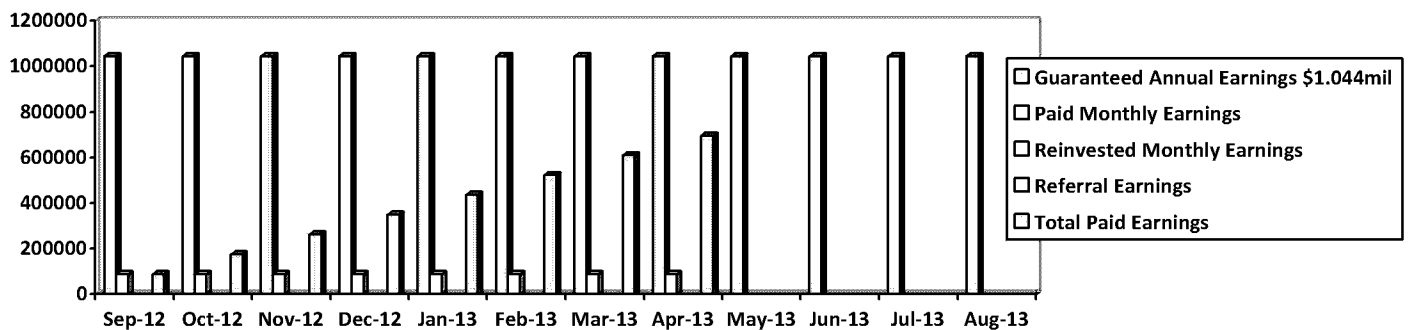
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: APRIL 29, 2013  
 STATEMENT TERM: MAR 16, 2013 - APR 19, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	05/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$696,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your Apr2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be June 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM



# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

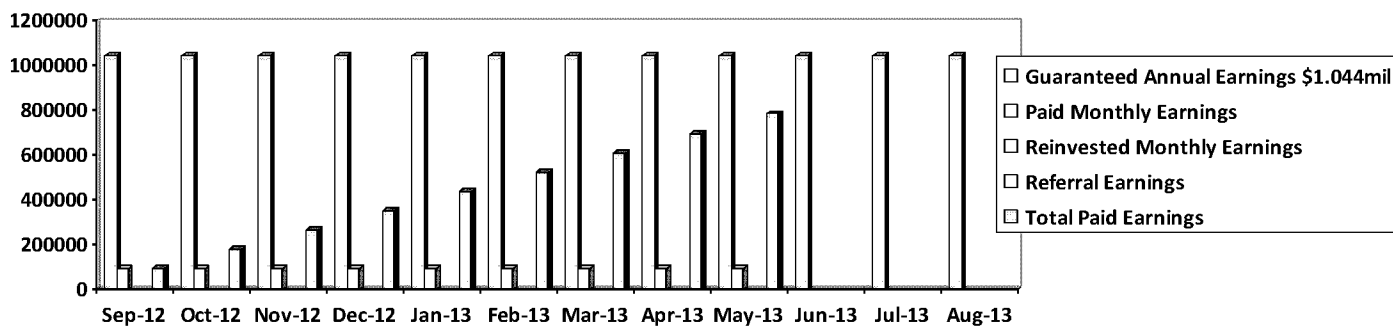
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrp LLC.com

MEMBER ID # 12-1017  
 STATEMENT DATE: MAY 28, 2013  
 STATEMENT TERM: APR 20, 2013 - MAY 17, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	06/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$783,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your May2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be July 3, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

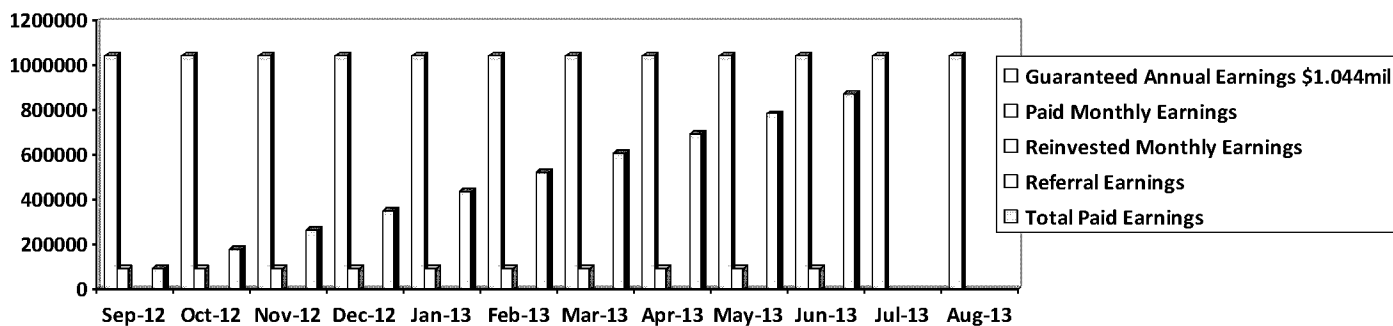
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 info@wammelgrpllc.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JUNE 28, 2013  
 STATEMENT TERM: MAY 18, 2013 - JUN 21, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	07/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$87,000.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$0.00	\$870,000.00	\$0.00	\$4,350,000.00

**Messages/Notes:**

Congratulations on your June 2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be August 2, 2013.

THANK YOU FOR YOUR TRUST!  
 WWW.WAMMELGRPLLC.COM

---

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Wednesday, February 13, 2013 7:35 PM  
**To:** awammel@gmail.com  
**Subject:** RE: [FWD: Re: Paystub info....]

Then it sounds good to me...☺

**From:** [awammel@bryantunited.com](mailto:awammel@bryantunited.com) [<mailto:awammel@bryantunited.com>]  
**Sent:** Wednesday, February 13, 2013 7:33 PM  
**To:** [tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)  
**Subject:** [FWD: Re: Paystub info....]

----- Original Message -----

**Subject:** Re: Paystub info....  
**From:** Art Wammel <[artwammel@gmail.com](mailto:artwammel@gmail.com)>  
**Date:** Wed, February 13, 2013 4:54 pm  
**To:** "<[awammel@bryantunited.com](mailto:awammel@bryantunited.com)>" <[awammel@bryantunited.com](mailto:awammel@bryantunited.com)>

It's easier then trying to edit the entire statement. It's in the biz name anyway.

On Feb 13, 2013, at 5:45 PM, "Arthur Wammel" <[awammel@bryantunited.com](mailto:awammel@bryantunited.com)> wrote:

Do you think showing that much is too much? Im sure it's not...☺

**From:** Art Wammel [<mailto:artwammel@gmail.com>]  
**Sent:** Wednesday, February 13, 2013 5:43 PM  
**To:** <[tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)>  
**Subject:** Re: Paystub info....

The 18m won't hurt

On Feb 13, 2013, at 5:38 PM, "T.P Bryant, CEO" <[tbryant@bryantunited.com](mailto:tbryant@bryantunited.com)> wrote:

Employment info...

Bryant United Holdings, Inc.  
24044 Cinco Village Center Blvd.  
Suite 100  
Katy, TX 77494  
EIN: 27-0212178 (If needed)

Thurman Petty Bryant, III  
11406 Lago Verde Dr.  
Richmond, TX 77406

Last 4 of Social: 5785 (If needed)

Salary Income: \$525,000.00k/year... \$43,750/month.... Please show some payroll deductions like Medical (Assurant Family) \$122.50 per pay period and Maybe \$1,000.00/monthly For executive ESOP contribution (Makes it look legit)...

THANKS BRO!!

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**

Direct 281.299.5311 | Office 281.860.7649| Fax 281.860.7651|Toll Free 866.580.3525

<image002.jpg>

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

*† A Bryant United Holdings, Inc. Company*

**To:** T.P Bryant, CEO [tbryant@bryantunited.com]  
**From:** artwain@bryantunited.com  
**Sent:** Thur 12/1/2016 2:11:57 PM  
**Subject:** Nov WG LLC Disbursement

Case 4:17-cv-00336-ALM Document 45-9 (Ex Parte) Filed 07/19/17 Page 14 of 50  
PageID #: 1060

\$678,405.00 BUCF  
\$19,000.00 TB  
**\$697,405.00 Total BUCF**

\$50,000.00 BUCF  
\$647,405.00 dep via WF in branch 12/1

Thanks,

Art

**To:** 'Joe Solis'[joes@sky-pix.com]  
**From:** T.P. Case, CEO Document 45-9 (Ex Parte) Filed 07/19/17 Page 15 of 50  
**Sent:** Tue 10/11/2011 1:35:14 AM PageID #: 1061  
**Subject:** RE: Questions about partnership  
[Bryant Questions.doc](#)

Good evening Joe;

Attached is the answers to your questions (in red)... Please let me know if there is anything I might have missed.

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**

Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | [tbryant@bryantUNITED.com](mailto:tbryant@bryantUNITED.com)

*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

---

**From:** Joe Solis [mailto:joes@sky-pix.com]  
**Sent:** Monday, October 10, 2011 7:34 PM  
**To:** tbryant@bryantunited.com  
**Subject:** Questions about partnership

Trey:

As per our last conversation, which was sometime in September, I've attached a review of what we discussed and some questions that will help to clarify to big picture.

Dana and I are excited to learn more about your opportunity. We continue to discuss your proposition and look forward to your responses to our questions.

Thanks,  
Joe Solis

## A quick review

Bryant United Capital Funding, Inc.(Bryant) (**Correction: Bryant Financial/Bryant United Holdings**) is a wholesale mortgage company that makes mortgage loans to financial institutions to fund their closings. **Bryant United Capital Funding, Inc. is the Escrow Intity that funds the Escrow account to investors.** Bryant does this by allowing clients to access it's line of credit for required funds. This is referred to as a “K”lick. Bryant has a 6:1 **credit (Not Correct)- rather Lending** rating through the **Federal Government (Not Correct)- rather our whole group Wammel Group- LLc.** which enables Bryant to loan six times the available funds in the wholesale mortgage account. The fee for extending the loan is \$675 regardless of the amount, and is considered a funding fee. The loan must then be repaid within 48 hours. In August 2011, Bryant did approximately 2600 clicks, and was on line to accomplish the same in September 2011 **(2804).**

In circa 2007, Bryant formed a program to allow it's employees to open capital accounts in the wholesale mortgage company in lieu of a 401K retirement account **(we do not have a 401 account) we allowed private deposits/investors into the account for growth benefit.** The program proved successful, and was extended by private invitation to equity investors (Partners) to open capital accounts (Not Correct)- **Invest in Escrow Account- not individual accounts.** There are currently 19 Current Partners **(4 are outstanding with initial deposits),** the first of whom was your **Correction: father/ My Father was not our first investor he was the First private investor we offered- Randi Cahill was our first true investor.**

Bryant offers to pay Partners 30% per annum on the balance in the Partner's capital account. The exception being that an initial capital account of \$200,000 or more will be paid 42% for the first year, and then 30% thereafter. Capital accounts can be increased at the beginning of each month by additional contributions by the Partner.

Sixty days following the opening of a capital account, Partners will have earned dividends/**Disbursments** deposited into a central holding account that receives all revenues from the **Earnings of the** wholesale mortgage lending activity. No single individual accounts are created. However, upon written request from a Partner, accrued dividends can be requested and received by Partner within 5 to 7 days?? **I don't think I understand this sentence.** At the end of each contract year a Partner can choose to have all their accrued dividends added to their capital account. Should a Partner choose to withdraw funds from their capital account, all requested funds will be returned to Partner within 60 days of such request- **To the next payment date.** Bryant warrants there are no risks, expressed or implied.

That in a nut shell, here are some questions:

Who extends the 6:1 line of credit for you to makes loans on? **Wammel Group LLc.- Private equity Firm.**

What federal regulation is this under? **Not under and current Federal Regulations. If so, I am not aware of the regulation number.**

How much of the monthly activity (Klicks) is from your mortgage company? **About 90/month**

You indicated that for each transaction you pay \$200, to whom is this paid? **Wammel Group, LLc.**

Where is the wholesale mortgage account held? **Wells Fargo Bank. NA**

At the end of each cycle, where are the revenues accumulated and deposited? **They Are deposited to our pay account at Wells Fargo- Then Disbursed to our investors account per request.**

Is a reserve required to be maintained to meet all individuals dividends allotments? **NO**

Is this a SEC approved Business? **No- We are private equity- not Public**

Once a capital account is opened, how often can you add to it? **We/you can add to it at anytime. However any new deposits do not go into effect for the first 21 days of deposit and disbusrments are increased by the next billing cycle of the 60 day.**

Are the names and contact information of other contributors available? **Case by Case- We respect the privacy of each one of our members. We will be more than happy to ask each one individually if they would allow us to share the information for contact purposes. Most I am sure would not mind. Each person I have a close and personal relationship with...**





PO Box 2197  
Chicago, IL 60690-9414  
1-888-280-8020  
www.optionsxpress.com

ACCOUNT STATEMENT

Statement Period: 12/01/2016 to 12/31/2016  
Last Statement: December 31, 2015

Account Number: 6126-3927

Member SIPC

917808-917809-210789 P  
EQUITY TRUST COMPANY TTEE OF  
FBO DAVID R FRASER IRA R/O  
2301 DA VINCI DRIVE  
PEARLAND, TX 77581

CUSTOMER SERVICE AND  
ACCOUNT INFORMATION

TELEPHONE

888.280.8020 GENERAL SUPPORT  
M-F, 9AM-10PM EDT

888.280.6505 TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

877.280.6040 FUTURES SUPPORT  
24 HOURS, SU 5:30PM-F 5:30PM EDT

Visit Our Web Site:  
www.optionsxpress.com

Market Monitor

Rates  
Deposit Accounts: Interest Rate as of 12/31  
Yield  
0.03%

Indices  
Dow Jones Industrial Average  
13.42%

Standard & Poor's 500 Index  
9.54%

NASDAQ Composite Index  
6.98%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

©2016 optionsXpress, Inc. All rights reserved. Member SIPC.

**This statement is provided by optionsXpress, Inc. as clearing broker for your account.**

**General information**  
Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

**Transactions settling this period**  
The dates shown on purchase and sale transactions are trade dates.

**Margin Clients**  
This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

**Transaction Charges**  
Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

**Cash**  
Any Free Credit Balances owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

**Bank Sweep Feature**  
optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or returned to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

**Federal Deposit Insurance Corporation (FDIC)**  
The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

**Portfolio Summary**  
The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if sold, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

**Asset Allocation**  
On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

**Dividends**  
Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends or other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

**Interest**  
For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

**Debit Interest**  
We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

**Errors**  
This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have notified us accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement, inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

**Electronic Fund Transfers**  
In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

**Reportable to the Internal Revenue Service (IRS)**  
Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

**Custody of Securities**  
Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

**Custody and Clearing Services**  
Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing, clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

**Statement Frequency**  
Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

**Securities Products and Services**  
Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

**Financial Statement**  
Our most recent audited financial statements are available upon written request.

**Order Flow**  
We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

**Change of Address**  
Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

**PROMPTLY ADVISE US IN WRITING OF ANY MATERIAL CHANGES IN YOUR INVESTMENT OBJECTIVES OR FINANCIAL SITUATION.**

977610.917810 210768 P

**optionsXPRESS**  
 by Charles SCHWAB  
 PO Box 2197 Chicago, IL 60690-9414 1-888-280-8020 www.optionsxpress.com

Statement Period: 12/01/2016 to 12/31/2016  
 Last Statement: December 31, 2015  
 Account Number: 6126-3927  
 Member SIPC

ACCOUNT STATEMENT

Account Value Summary	
Cash	\$0.00
Options	\$0.00
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$0.00</b>

Change In Value Summary	
Change in Value Since Dec. 2015	\$0.00

Type of Activity	This Period	YTD
<b>Account Activity Summary</b>		
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$0.00</b>	
Assets Bought	0.00	
Assets Sold/Redeemed	0.00	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$0.00</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

132282 132282 27291 P  
WAMMEL GROUP LLC  
3 MARINERS LANE  
KEMAH, TX 77565

**CUSTOMER SERVICE AND  
ACCOUNT INFORMATION**

---

**TELEPHONE**

**888.280.8020** GENERAL SUPPORT  
M-F, 9AM-10PM EDT

**888.280.6505** TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

**877.280.6040** FUTURES SUPPORT  
24 HOURS, **SU** 5:30PM-F 5:30PM EDT

**Visit Our Web Site:**  
[www.optionsXpress.com](http://www.optionsXpress.com)

**Market Monitor**

---

<b>Rates</b>	<b>Yield</b>
Deposit Accounts: Interest Rate as of 04/30	0.05%

<b>Indices</b>	<b>Year to Date Change</b>
Dow Jones Industrial Average	5.96%
Standard & Poor's 500 Index	6.49%
NASDAQ Composite Index	12.34%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

#### General Information

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

#### Transactions Settling this period

The dates shown on purchase and sale transactions are trade dates.

#### Margin Clients

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

#### Transaction Charges

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

#### Cash

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

#### Bank Sweep Feature

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

#### Federal Deposit Insurance Corporation (FDIC)

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

#### Portfolio Summary

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or inactive or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

#### Asset Allocation

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

#### Dividends

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

#### Interest

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

#### Debit Interest

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

#### Errors

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

#### Electronic Fund Transfers

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

#### Reportable to the Internal Revenue Service (IRS)

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

#### Custody of Securities

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

#### Custody and Clearing Services

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

#### Statement Frequency

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

#### Securities Products and Services

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

#### Financial Statement

Our most recent audited financial statements are available upon written request.

#### Order Flow

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

#### Change of Address

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

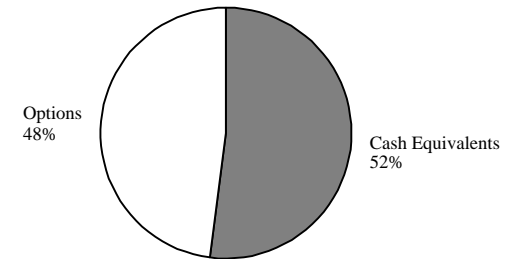
**Account Value Summary**

Cash	\$5,740,739.63
Options	(\$5,286,469.50)
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$454,270.13</b>

**Change in Value Summary**

Change in Value Since Mar. 2017	(\$1,124,170.40)
Change in Value Since Dec. 2016	(\$6,686,149.01)

**Asset Allocation**



**Account Activity Summary**

Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$5,799,735.53</b>	
Assets Bought	-33,168,889.96	
Assets Sold Redeemed	33,399,826.15	
Other Activity	-289,932.09	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$5,740,739.63</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

<i>Acct Type</i>	<i>Description</i>	<i>Quantity Long/Short</i>	<i>Price</i>	<i>Market Value</i>
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5100 CALL	200 S	480.3448	-9,606,896.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5175 CALL	100 S	406.0110	-4,060,110.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5200 CALL	200 L	381.2690	7,625,380.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5225 CALL	150 S	356.5764	-5,348,646.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5250 CALL	50 S	332.1238	-1,660,619.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	250 L	307.6712	7,691,780.00
2	CBOE NASDAQ 100 INDEX MAY 19,2017 5300 CALL	50 L	283.3755	1,416,877.50
2	CBOE NASDAQ 100 INDEX MAY 05,2017 5200 CALL	75 S	384.6590	-2,884,942.50
2	CBOE NASDAQ 100 INDEX MAY 05,2017 5250 CALL	75 L	334.7200	2,510,400.00
2	CBOE NASDAQ 100 INDEX MAY 12,2017 5200 CALL	100 S	383.4477	-3,834,477.00
2	CBOE NASDAQ 100 INDEX MAY 12,2017 5225 CALL	50 S	358.5891	-1,792,945.50
2	CBOE NASDAQ 100 INDEX MAY 12,2017 5250 CALL	100 L	333.7330	3,337,330.00
2	CBOE NASDAQ 100 INDEX MAY 12,2017 5275 CALL	50 L	308.9506	1,544,753.00
2	NEW S & P 500 INDEX MAY 19,2017 2300 CALL	50 S	86.3036	-431,518.00

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	NEW S & P 500 INDEX MAY 19,2017 2350 CALL	50 L	41.4328	207,164.00

Option position pricing is based on Options Clearing Corp. (OCC) data approximating value and may not reflect actual market pricing

**Sweep Balances and Cash**

<b>Total Account Value</b>	<b>5,740,739.63</b> <b>454,270.13</b>
----------------------------	--

**Activity Details**

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
04/03/17	Bought	58.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	9.4000	(\$54,576.42)
04/03/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	9.4300	(\$943.97)
04/03/17	Bought	41.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	9.4700	(\$38,866.86)
04/03/17	Sold	-58.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	6.7000	\$38,803.58
04/03/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	6.7300	\$672.03
04/03/17	Sold	-41.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	6.7700	\$27,717.14
04/20/17	Bought	13.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5200 CALL	242.7500	(\$315,594.80)
04/20/17	Bought	93.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5200 CALL	242.8500	(\$2,258,646.61)
04/20/17	Bought	94.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5200 CALL	243.1600	(\$2,285,847.14)
04/20/17	Sold	-93.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5100 CALL	332.8500	\$3,095,295.91



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
04/20/17	Sold	-13.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5100 CALL	332.9400	\$432,792.76
04/20/17	Sold	-94.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5100 CALL	333.1600	\$3,131,492.59
04/20/17	Bought	50.00		NEW S & P 500 INDEX MAY 19,2017 2350 CALL	26	(\$130,076.14)
04/20/17	Sold	-50.00		NEW S & P 500 INDEX MAY 19,2017 2300 CALL	60.6000	\$302,917.25
04/20/17	Bought	75.00		CBOE NASDAQ 100 INDEX MAY 05,2017 5250 CALL	183.3000	(\$1,374,864.21)
04/20/17	Sold	-75.00		CBOE NASDAQ 100 INDEX MAY 05,2017 5200 CALL	228.4000	\$1,712,848.44
04/20/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5300 CALL	156.9700	(\$784,926.15)
04/20/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5250 CALL	197.1700	\$985,752.35
04/20/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	178.0300	(\$1,780,452.28)
04/20/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5175 CALL	263.0300	\$2,630,090.38
04/20/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	178.5000	(\$892,576.14)
04/20/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5225 CALL	220	\$1,099,899.88
04/20/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5250 CALL	196.2500	(\$1,962,652.28)
04/20/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5200 CALL	239.7500	\$2,397,295.45
04/20/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	180.5400	(\$18,061.49)
04/20/17	Bought	99.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	181.1000	(\$1,793,034.78)
04/20/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5225 CALL	222.2900	\$22,221.01
04/20/17	Sold	-99.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5225 CALL	222.8500	\$2,206,022.14
04/20/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5275 CALL	178.1000	(\$890,576.14)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
04/20/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5225 CALL	220.8000	\$1,103,899.79
04/21/17	Bought	100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	375.4600	(\$3,754,604.95)
04/21/17	Bought	100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5090 CALL	355.4600	(\$3,554,604.95)
04/21/17	Bought	75.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	315.4600	(\$2,365,954.95)
04/21/17	Bought	50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5150 CALL	295.4600	(\$1,477,304.95)
04/21/17	Bought	100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	285.4600	(\$2,854,604.95)
04/21/17	Bought	50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5220 CALL	225.4600	(\$1,127,304.95)
04/21/17	Bought	50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	195.4600	(\$977,304.95)
04/21/17	Bought	100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 CALL	220.4600	(\$2,204,604.95)
04/21/17	Bought	50.00		NEW S & P 500 INDEX APR 21,2017 2300 CALL	54.1800	(\$270,904.95)
04/21/17	Sold	-100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	275.4600	\$2,754,595.05
04/21/17	Sold	-75.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	265.4600	\$1,990,945.05
04/21/17	Sold	-100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 CALL	255.4600	\$2,554,595.05
04/21/17	Sold	-50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 CALL	245.4600	\$1,227,295.05
04/21/17	Sold	-100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	235.4600	\$2,354,595.05
04/21/17	Sold	-50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5270 CALL	175.4600	\$877,295.05
04/21/17	Sold	-100.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 CALL	170.4600	\$1,704,595.05
04/21/17	Sold	-50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	145.4600	\$727,295.05
04/21/17	Sold	-50.00		NEW S & P 500 INDEX APR 21,2017 2350 CALL	4.1800	\$20,895.05

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

OTHER						
Date	Activity	Quantity	Symbol	Description		Total
04/05/17	Journal			CREDIT INTEREST - MAR 17		\$2.26
04/07/17	Journal			FREE CREDIT INTEREST - MAR 17		\$65.65
04/26/17	Cash Disbursed			ACH WITHDRAWAL		(\$100,000.00)
04/26/17	Journal			*FROM MARGIN*		\$99,863.43
04/26/17	Journal			*TO CASH*		(\$99,863.43)
04/28/17	Cash Disbursed			ACH WITHDRAWAL		(\$190,000.00)
04/28/17	Journal			*FROM MARGIN*		\$190,000.00
04/28/17	Journal			*TO CASH*		(\$190,000.00)

\* End of Statement \*

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

136269 136269 27657 P  
WAMMEL GROUP LLC  
3 MARINERS LANE  
KEMAH, TX 77565

**CUSTOMER SERVICE AND  
ACCOUNT INFORMATION**

---

**TELEPHONE**

**888.280.8020** GENERAL SUPPORT  
M-F, 9AM-10PM EDT

**888.280.6505** TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

**877.280.6040** FUTURES SUPPORT  
24 HOURS, **SU** 5:30PM-F 5:30PM EDT

**Visit Our Web Site:**  
[www.optionsXpress.com](http://www.optionsXpress.com)

**Market Monitor**

---

<b>Rates</b>	<b>Yield</b>
Deposit Accounts: Interest Rate as of 05/31	0.05%

<b>Indices</b>	<b>Year to Date Change</b>
Dow Jones Industrial Average	6.31%
Standard & Poor's 500 Index	7.73%
NASDAQ Composite Index	15.15%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

**General Information**

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

**Transactions Settling this period**

The dates shown on purchase and sale transactions are trade dates.

**Margin Clients**

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

**Transaction Charges**

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

**Cash**

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

**Bank Sweep Feature**

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

**Federal Deposit Insurance Corporation (FDIC)**

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

**Portfolio Summary**

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or inactive or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

**Asset Allocation**

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

**Dividends**

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

**Interest**

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

**Debit Interest**

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

**Errors**

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

**Electronic Fund Transfers**

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

**Reportable to the Internal Revenue Service (IRS)**

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

**Custody of Securities**

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

**Custody and Clearing Services**

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

**Statement Frequency**

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

**Securities Products and Services**

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

**Financial Statement**

Our most recent audited financial statements are available upon written request.

**Order Flow**

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

**Change of Address**

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

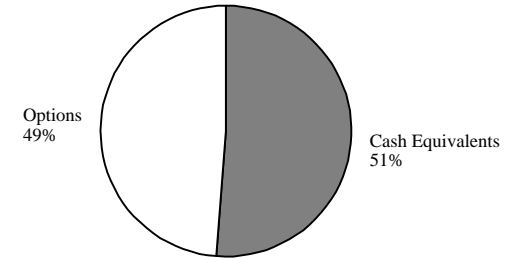
**Account Value Summary**

Cash	\$4,294,668.10
Options	(\$4,094,121.25)
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$200,546.85</b>

**Change in Value Summary**

Change in Value Since Apr. 2017	(\$253,723.28)
Change in Value Since Dec. 2016	(\$6,939,872.29)

**Asset Allocation**



**Account Activity Summary**

Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$5,740,739.63</b>	
Assets Bought	-57,855,839.60	
Assets Sold Redeemed	56,409,721.35	
Other Activity	46.72	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$4,294,668.10</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Positions

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	300 S	580.7239	-17,421,717.00
2	CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	300 L	530.9868	15,929,604.00
2	CBOE NASDAQ 100 INDEX JUN 16,2017 5200 CALL	200 S	605.6254	-12,112,508.00
2	CBOE NASDAQ 100 INDEX JUN 16,2017 5300 CALL	200 L	506.1527	10,123,054.00
2	CBOE NASDAQ 100 INDEX JUN 02,2017 5200 CALL	75 S	603.4445	-4,525,833.75
2	CBOE NASDAQ 100 INDEX JUN 02,2017 5250 CALL	75 L	553.4760	4,151,070.00
2	NEW S & P 500 INDEX JUN 16,2017 2350 CALL	50 L	65.4000	327,000.00
2	NEW S & P 500 INDEX JUN 16,2017 2300 CALL	50 S	112.9581	-564,790.50

Option position pricing is based on Options Clearing Corp. (OCC) data approximating value and may not reflect actual market pricing

Sweep Balances and Cash

<b>Total Account Value</b>	<b>4,294,668.10</b> <b>200,546.85</b>
----------------------------	--

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
05/04/17	Bought	75.00		CBOE NASDAQ 100 INDEX JUN 02,2017 5250 CALL	375.8500	(\$2,818,947.96)
05/04/17	Sold	-75.00		CBOE NASDAQ 100 INDEX JUN 02,2017 5200 CALL	424.0900	\$3,180,602.04

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
05/05/17	Bought	75.00		CBOE NASDAQ 100 INDEX MAY 05,2017 5200 CALL	440.4700	(\$3,303,529.95)
05/05/17	Sold	-75.00		CBOE NASDAQ 100 INDEX MAY 05,2017 5250 CALL	390.4700	\$2,928,520.05
05/09/17	Bought	150.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	402.2000	(\$6,033,145.92)
05/09/17	Sold	-150.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	450.2000	\$6,752,854.08
05/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	403.8000	(\$40,384.77)
05/09/17	Bought	13.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	408.7000	(\$531,318.84)
05/09/17	Bought	91.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	409.7000	(\$3,728,358.53)
05/09/17	Bought	12.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	413.3000	(\$495,971.68)
05/09/17	Bought	13.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	416	(\$540,812.64)
05/09/17	Bought	20.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	416.3500	(\$832,719.46)
05/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	451.8000	\$45,175.23
05/09/17	Sold	-13.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	456.7000	\$593,701.16
05/09/17	Sold	-91.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	457.7000	\$4,164,981.47
05/09/17	Sold	-12.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	461.3000	\$553,548.32
05/09/17	Sold	-13.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	464	\$603,187.36
05/09/17	Sold	-20.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	464.3500	\$928,680.54
05/12/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5200 CALL	488.0600	(\$4,880,604.95)
05/12/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5225 CALL	463.0600	(\$2,315,304.95)
05/12/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5250 CALL	438.0600	\$4,380,595.05



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/ SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
05/12/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAY 12,2017 5275 CALL	413.0600	\$2,065,295.05
05/15/17	Bought	25.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5300 CALL	401.0700	(\$1,002,699.32)
05/15/17	Bought	16.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5300 CALL	401.1300	(\$641,823.56)
05/15/17	Bought	159.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5300 CALL	401.2100	(\$6,379,393.68)
05/15/17	Sold	-159.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5200 CALL	497.5800	\$7,911,367.32
05/15/17	Sold	-16.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5200 CALL	497.6700	\$796,256.44
05/15/17	Sold	-25.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5200 CALL	497.7200	\$1,244,275.68
05/18/17	Bought	50.00		NEW S & P 500 INDEX JUN 16,2017 2350 CALL	41.6500	(\$208,298.64)
05/18/17	Sold	-50.00		NEW S & P 500 INDEX JUN 16,2017 2300 CALL	81.6500	\$408,201.36
05/19/17	Bought	200.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5100 CALL	542.3000	(\$10,846,004.95)
05/19/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5175 CALL	467.3000	(\$4,673,004.95)
05/19/17	Bought	150.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5225 CALL	417.3000	(\$6,259,504.95)
05/19/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5250 CALL	392.3000	(\$1,961,504.95)
05/19/17	Bought	50.00		NEW S & P 500 INDEX MAY 19,2017 2300 CALL	72.5000	(\$362,504.95)
05/19/17	Sold	-200.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5200 CALL	442.3000	\$8,845,995.05
05/19/17	Sold	-250.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5275 CALL	367.3000	\$9,182,495.05
05/19/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAY 19,2017 5300 CALL	342.3000	\$1,711,495.05
05/19/17	Sold	-50.00		NEW S & P 500 INDEX MAY 19,2017 2350 CALL	22.5000	\$112,495.05

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

OTHER						
Date	Activity	Quantity	Symbol	Description		Total
05/03/17	Journal			CREDIT INTEREST APR 17		\$1.62
05/08/17	Journal			FREE CREDIT INTEREST- APR 17		\$45.10

\* End of Statement \*

250293 250293 56881 P WAMMEL GROUP LLC 3 MARINERS LANE KEMAH, TX 77565

CUSTOMER SERVICE AND ACCOUNT INFORMATION

TELEPHONE

888.280.8020 GENERAL SUPPORT M-F, 9AM-10PM EDT

888.280.6505 TRADER SUPPORT M-F, 9AM-5:30PM EDT

877.280.6040 FUTURES SUPPORT 24 HOURS, SU 5:30PM-F 5:30PM EDT

Visit Our Web Site: www.optionsXpress.com

Market Monitor

Table with 2 columns: Rates, Yield. Row: Deposit Accounts: Interest Rate as of 06/30, 0.1%

Table with 2 columns: Indices, Year to Date Change. Rows: Dow Jones Industrial Average (8.03%), Standard & Poor's 500 Index (8.24%), NASDAQ Composite Index (14.07%)

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

©2017 optionsXpress, Inc. All rights reserved. Member SIPC.

**General Information**

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

**Transactions Settling this period**

The dates shown on purchase and sale transactions are trade dates.

**Margin Clients**

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

**Transaction Charges**

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

**Cash**

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

**Bank Sweep Feature**

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

**Federal Deposit Insurance Corporation (FDIC)**

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

**Portfolio Summary**

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

**Asset Allocation**

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

**Dividends**

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

**Interest**

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

**Debit Interest**

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

**Errors**

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

**Electronic Fund Transfers**

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

**Reportable to the Internal Revenue Service (IRS)**

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

**Custody of Securities**

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

**Custody and Clearing Services**

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

**Statement Frequency**

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

**Securities Products and Services**

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

**Financial Statement**

Our most recent audited financial statements are available upon written request.

**Order Flow**

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

**Change of Address**

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

**PROMPTLY ADVISE US IN WRITING OF ANY MATERIAL CHANGES IN YOUR INVESTMENT OBJECTIVES OR FINANCIAL SITUATION.**

PO Box 2197 1-888-280-8020  
 Chicago, IL 60690-9414 www.optionsxpress.com

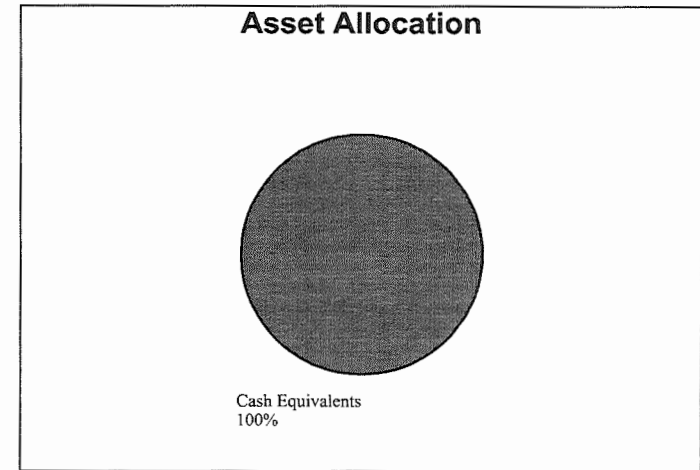
ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Account Value Summary	
Cash	\$213,570.89
Options	\$0.00
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$213,570.89</b>

Change in Value Summary	
Change in Value Since May 2017	\$13,024.04
Change in Value Since Dec. 2016	(\$6,926,848.25)



Account Activity Summary		
Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$4,294,668.10</b>	
Assets Bought	-33,309,259.49	
Assets Sold Redeemed	29,228,150.51	
Other Activity	11.77	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$213,570.89</b>	

PO Box 2197 1-888-280-8020  
 Chicago, IL 60690-9414 www.optionsxpress.com

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/STOCK

Date	Activity	Quantity	Symbol	Description	Price	Total
06/02/17	Bought	75.00		CBOE NASDAQ 100 INDEX JUN 02,2017 5200 CALL	636.5500	(\$4,774,129.95)
06/02/17	Sold	-75.00		CBOE NASDAQ 100 INDEX JUN 02,2017 5250 CALL	586.5500	\$4,399,120.05
06/05/17	Bought	1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	300.1000	(\$30,014.77)
06/05/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	322.1000	\$32,205.23
06/09/17	Bought	8.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	301.7500	(\$241,407.78)
06/09/17	Bought	35.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	302.9500	(\$1,060,359.04)
06/09/17	Bought	5.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	303.3000	(\$151,654.86)
06/09/17	Bought	9.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	303.4500	(\$273,113.75)
06/09/17	Bought	16.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	304.8500	(\$487,775.56)
06/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	303.9000	(\$30,390.97)
06/09/17	Sold	-8.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	323.9500	\$259,152.22
06/09/17	Sold	-35.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	325.1500	\$1,137,990.96
06/09/17	Sold	-5.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	325.5000	\$162,745.14
06/09/17	Sold	-9.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	325.6500	\$293,076.25
06/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	326.1000	\$32,609.03
06/09/17	Sold	-16.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	327.0500	\$523,264.44
06/12/17	Bought	41.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	161.7500	(\$663,214.88)
06/12/17	Bought	2.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	163.4000	(\$32,681.95)
06/12/17	Bought	1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	164.1500	(\$16,415.97)



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
06/12/17	Bought	31.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5600 CALL	164.5500	(\$510,135.16)
06/12/17	Sold	-41.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	145.4500	\$596,305.12
06/12/17	Sold	-2.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	147.1000	\$29,418.05
06/12/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	147.8500	\$14,784.03
06/12/17	Sold	-31.00		CBOE NASDAQ 100 INDEX JUL 21,2017 5625 CALL	148.2500	\$459,544.84
06/16/17	Bought	300.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5225 CALL	477.2700	(\$14,318,104.95)
06/16/17	Bought	200.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5200 CALL	502.2700	(\$10,045,404.95)
06/16/17	Bought	50.00		NEW S & P 500 INDEX JUN 16,2017 2300 CALL	134.8900	(\$674,454.95)
06/16/17	Sold	-300.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5275 CALL	427.2700	\$12,818,095.05
06/16/17	Sold	-200.00		CBOE NASDAQ 100 INDEX JUN 16,2017 5300 CALL	402.2700	\$8,045,395.05
06/16/17	Sold	-50.00		NEW S & P 500 INDEX JUN 16,2017 2350 CALL	84.8900	\$424,445.05

OTHER						
Date	Activity	Quantity	Symbol	Description		Total
06/06/17	Journal			CREDIT INTEREST - MAY 2017		\$0.21
06/09/17	Journal			FREE CREDIT INTEREST MAY 2017		\$11.56

\* End of Statement \*



## Bryant United Holdings, Inc.

NMLS ID: 278208	Street Address: 820 S. Friendswood Dr, Suite 206 Friendswood, TX 77546 Mailing Address: 24044 Cinco Village Center Blvd., Suite 100 Katy, TX 77494	Phone: 281-860-7649 Toll-Free Number: Not provided Fax: 281-860-7651	Website: <a href="http://www.bryantlending.com">www.bryantlending.com</a> Email: <a href="mailto:lingalls@bryantlending.com">lingalls@bryantlending.com</a>
Other Trade Names : Bryant Financial			
Prior Other Trade Names : Bryant United Capital Funding			
Prior Legal Names : Bryant Financial			
Sponsored MLOs : 1			
Fiscal Year End: 12/31	Formed in: Texas, United States	Date Formed: 05/20/2009	Stock Symbol: None Business Structure: Corporation
Regulatory Actions : <a href="#">None posted in NMLS.</a>			

### Branch Locations

No Branch Locations in NMLS

### State Licenses/Registrations (Displaying 1 Active of 1 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
Texas - SML	Mortgage Company License	Yes	<a href="#">Submit to Regulator</a>

### Regulatory Actions

While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

Information made available through NMLS Consumer Access<sup>SM</sup> is derived from NMLS (Nationwide Multistate Licensing System / Nationwide Mortgage Licensing System and Registry), the financial services industry's online registration and licensing database. NMLS was created by the [Conference of State Bank Supervisors \(CSBS\)](#) and the [American Association of Residential Mortgage Regulators \(AARMR\)](#) and is owned and operated by the [State Regulatory Registry LLC \(SRR\)](#), a wholly owned subsidiary of CSBS. For more information about the System, please visit the [NMLS Resource Center](#) or the [NMLS Federal Registry Resource Center](#) websites. | [Download PDF Reader](#)





### Bryant United Holdings, Inc.

NMLS ID: 278208	Street Address: 820 S. Friendswood Dr, Suite 206 Friendswood, TX 77546 Mailing Address: 24044 Cinco Village Center Blvd., Suite 100 Katy, TX 77494	Phone: 281-860-7649 Toll-Free Number: Not provided Fax: 281-860-7651	Website: <a href="http://www.bryantlending.com">www.bryantlending.com</a> Email: <a href="mailto:lingalls@bryantlending.com">lingalls@bryantlending.com</a>
-----------------	---	--	--

Other Trade Names : Bryant Financial

Prior Other Trade Names : Bryant United Capital Funding

Prior Legal Names : Bryant Financial

Sponsored MLOs : 1

Fiscal Year End: 12/31	Formed in: Texas, United States	Date Formed: 05/20/2009	Stock Symbol: None	Business Structure: Corporation
------------------------	---------------------------------	-------------------------	--------------------	---------------------------------

Regulatory Actions : [None posted in NMLS.](#)

**Branch Locations** No Branch Locations in NMLS

#### State Licenses/Registrations (Displaying 1 Active of 1 Total)

Regulator	Lic/Reg Name	Authorized to Conduct Business	Consumer Complaint
Texas - SML	Mortgage Company License	Yes	<a href="#">Submit to Regulator</a>

**Regulatory Actions** While some state and federal agencies may add actions taken in previous years against a licensee, the majority are adding only new actions from 2012 or later. To view complete information regarding regulatory actions posted by the agency, click any regulator link.

No regulatory actions have been posted in NMLS.

Information made available through NMLS Consumer Access<sup>SM</sup> is derived from NMLS (Nationwide Multistate Licensing System / Nationwide Mortgage Licensing System and Registry), the financial services industry's online registration and licensing database. NMLS was created by the [Conference of State Bank Supervisors \(CSBS\)](#) and the [American Association of Residential Mortgage Regulators \(AARMR\)](#) and is owned and operated by the [State Regulatory Registry LLC \(SRR\)](#), a wholly owned subsidiary of CSBS. For more information about the System, please visit the [NMLS Resource Center](#) or the [NMLS Federal Registry Resource Center](#) websites. | [Download PDF Reader](#)

**From:** Art Wammel <artwammel@gmail.com>  
**Sent:** Wednesday, August 18, 2010 10:22 AM  
**To:** tbryant@bryantlending.com  
**Subject:** Agreement  
**Attachments:** BRYANT GENERAL PARTNERSHIP AGREEMENT.pdf

Here is a copy of the agreement. If you can, print 2 copies and we can sign when we meet up for your check.

GENERAL PARTNERSHIP AGREEMENT

OF

WAMMEL GROUP HOLDINGS PARTNERSHIP

THIS GENERAL PARTNERSHIP AGREEMENT of Wammel Group Holdings effective as of May 26<sup>th</sup> 2010, by and between Wammel Group LLC (General Partner/Managing Partner), and Bryant United Holdings Inc. (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Wammel Group LLC reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Wammel Group LLC reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated

pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Wammel Group LLC

1.11. Partner or Partners. Bryant United Holdings Inc. and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Wammel Group Holdings, a Texas general partnership.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership designated [Name of Partnership] or such other name as is

approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State of [non-uniform State] a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

### ARTICLE III.

#### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be to invest in stocks, options, and various derivative contracts and to engage in any and all activities related or incidental to carrying out the foregoing, and to conduct and engage in any and all activities permitted by law in furtherance of the business of the Partnership.

### ARTICLE IV.

#### ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 4128 Boardwalk Blvd, Seabrook TX 77586. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

### ARTICLE V.

#### TITLE

Title to all Partnership assets shall be in the name of the Partnership.

### ARTICLE VI.

#### CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Bryant United Holdings Inc. —\$200,000.00 with an even profit split of 50% of net profits.

6.2.2 Wammel Group LLC.--\$0.00 with an even profit split of 50% of net profits.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 180 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

## ARTICLE VII.

### DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Wammel Group LLC. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made on the Friday following the 3<sup>rd</sup> Friday of each calendar month.

## ARTICLE VIII.

### ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

8.1.1 Profit will be allocated at a 50/50 split between Bryant United Holdings Inc. and Wammel Group LLC.

8.2. Allocation of Losses. All Losses, losses for accounting purposes, taxable loss and losses from sales or exchanges of property (net of gains) for each fiscal year shall be allocated, on an annual or more frequent basis as

determined by the Code and Treasury Regulations promulgated thereunder, to each Partner in the following order of priority:

8.2.1 All losses shall be endured by the partnership from initial capital contributions and shared between partners based on ownership interest.

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

#### ARTICLE IX.

#### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

[Insert Any Provision Restricting Authority of Managing Partner]

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.



9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

## ARTICLE XI.

### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 180 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (90) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days

after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2010 then ended within 90 days of such 2010, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.



13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc.

\_\_\_\_\_

Wammel Group LLC

\_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS**

Name	Address	Capital Contribution and % Ownership Interest
Bryant United Holdings Inc.	8325 Broadway Ste:202 Pearland TX 77581	\$200,000.00 at 50%
Wammel Group LLC	4128 Boardwalk Blvd, Seabrook TX 77586	\$0.00 at 50%

**From:** Clark, Katharine  
**Sent:** Friday, June 02, 2017 6:58 PM  
**To:** Toby.galloway@kellyhart.com  
**Cc:** Ecklund, Jennifer; Hudson, Timothy E.  
**Subject:** BUCF - Permanent Injunction  
**Attachments:** BUCF - 2017.06.02 Ltr to T. Galloway for A. Wammel encl PI (pdf\_(19508155)\_2).PDF

Toby –

Attached is a letter from Ms. Ecklund enclosing a copy of the Permanent Injunction that was entered today in the BUCF Receivership.

Katie

**Katharine Battaia Clark | Thompson & Knight LLP**  
Partner

1722 Routh Street, Suite 1500, Dallas, Texas 75201  
214.969.1495 (direct) | 214.969.1751 (fax) | [Katie.Clark@tklaw.com](mailto:Katie.Clark@tklaw.com)  
[vCard](#) | [www.tklaw.com](http://www.tklaw.com)

This message may be confidential and attorney-client privileged. If received in error, please do not read. Instead, reply to me that you have received it in error and delete the message. Thank you.

**THOMPSON & KNIGHT LLP**

ATTORNEYS AND COUNSELORS

JENNIFER ECKLUND  
DIRECT DIAL: 2149691794  
EMAIL: Jennifer.Ecklund@tklaw.com

ONE ARTS PLAZA  
1722 ROUTH STREET • SUITE 1500  
DALLAS, TEXAS 75201  
214.969.1700  
FAX 214.969.1751  
www.tklaw.com

AUSTIN  
DALLAS  
FORT WORTH  
HOUSTON  
LOS ANGELES  
NEW YORK

ALGIERS  
LONDON  
MÉXICO CITY  
MONTERREY  
PARIS

June 2, 2017

**VIA EMAIL (toby.galloway@kellyhart.com)**

**VIA U.S. MAIL**

Mr. Toby Galloway  
Kelly Hart & Hallman LLP  
201 Main St., Suite 2500  
Fort Worth, Texas 76102

Re: *In re: SEC v. Bryant, et. al, Case No. 04:17-CV-00336-ALM*  
*Permanent Injunction*

Dear Toby,

Enclosed for your information and file is the Permanent Injunction issued by the Court in the above-referenced matter. We trust that you will share this with your client, Mr. Arthur F. Wammel and the Wammel Group, LLC.

Sincerely,

*/s/ Jennifer Ecklund*

Jennifer Ecklund, Receiver

Enclosure

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION :

Plaintiff, :

v. : Civil Action No.: 4:17-cv-00336-ALM

THURMAN P. BRYANT, III, and :  
BRYANT UNITED CAPITAL FUNDING, INC. :

Defendants, :

ARTHUR F. WAMMEL, :  
WAMMEL GROUP, LLC :  
THURMAN P. BRYANT, JR., :  
CARLOS GOODSPEED a/k/a SEAN PHILLIPS :  
d/b/a TOP AGENT ENTERTAINMENT d/b/a :  
MR. TOP AGENT ENTERTAINMENT :

Relief Defendants. :

**AGREED ORDER GRANTING  
PRELIMINARY INJUNCTION AND OTHER RELIEF**

The Court has considered Plaintiff Securities and Exchange Commission’s (the “Commission”) Complaint [Dkt. No. 1], the Commission’s Emergency *Ex Parte* Application For Temporary Restraining Order, Preliminary Injunction, Appointment of a Receiver, and Other Emergency and Ancillary Relief (the “Application”) along with the memorandum of law and accompanying evidentiary materials [Dkt. No. 4], oral argument, if any, and the consents of defendants to an Order Granting Preliminary Injunction and Other Relief [Dkt. No. 26].

The Court finds that the Commission has made a proper *prima facie* showing that: (i) Defendant Thurman P. Bryant, III (“Bryant”) and Defendant Bryant United Capital Funding, Inc. (“BUCF”) (collectively, “Defendant(s)”) directly or indirectly engaged in the violations alleged

in the Complaint; (ii) there is a reasonable likelihood that these violations will be repeated; and (iii) entry of a preliminary injunction and order for other equitable relief as set forth below is necessary and appropriate.

**I.**  
**PRELIMINARY INJUNCTION**  
**(SECTION 17(a) OF THE SECURITIES ACT)**

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendants and their respective officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are preliminarily enjoined from the offer or sale of any securities by use of any means or instruments of transportation or communication in interstate commerce or by use of the mails from, directly or indirectly:

- (a) Employing any device, scheme, or artifice to defraud;
- (b) Obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstance under which they were made, not misleading; or
- (c) Engaging in any transactions, practices or courses of business which operate or would operate as a fraud or deceit upon any purchaser or prospective purchaser.

[Securities Act 17(a) (15 U.S.C. 77q(a))].

**II.**  
**PRELIMINARY INJUNCTION**  
**(SECTION 10(b) OF THE EXCHANGE ACT AND RULE 10b-5)**

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED Defendants and their respective officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or

otherwise, are preliminarily enjoined from making use of any means or instrumentalities of interstate commerce or of the mails, or of any facility of a national security exchange, directly or indirectly, in connection with the purchase or sale of any security:

- (a) To employ any device, scheme, or artifice to defraud;
- (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, light of the circumstances under which they were made, not misleading;
- (c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; or
- (d) To use or employ any manipulative or deceptive device or contrivance in contravention of a rule or regulation prescribed by the Securities and Exchange Commission.

[Exchange Act § 10(b) (15 U.S.C. § 78j(b)) and Rule 10b-5 (17 C.F.R. 240.10b-5) thereunder].

**III.  
DURATION OF PRELIMINARY INJUNCTION**

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that this Preliminary Injunction shall remain in effect until entry of a Final Judgment in, or other final disposition of, this action, unless otherwise ordered by the Court or agreed to in writing by the parties.

**IV.  
CANCELLATION OF PRELIMINARY INJUNCTION HEARING**

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the preliminary injunction hearing presently scheduled for 2:00 p.m. on Friday, June 2, 2017 [see Dkt. No. 24] is cancelled as moot.



**SIGNED this 2nd day of June, 2017.**

A handwritten signature in black ink, reading "Amos Mazzant". The signature is written in a cursive style with a horizontal line underneath the name.

AMOS L. MAZZANT  
UNITED STATES DISTRICT JUDGE

**From:** artwammel@gmail.com  
**Sent:** Tuesday, February 15, 2011 4:45 PM  
**To:** Trey Bryant  
**Subject:** Fw: Agreements A and B  
**Attachments:** GENERAL PARTNERSHIP AGREEMENT BASIC.docx; GENERAL PARTNERSHIP AGREEMENT BASICB.docx

Maybe we should change 100k to 3k versus 3500. 1250 for 50 and 3k for 100. Just a thought.

**From:** Art Wammel <[awammel@bryantlending.com](mailto:awammel@bryantlending.com)>  
**Sender:** [artwammel@gmail.com](mailto:artwammel@gmail.com)  
**Date:** Tue, 15 Feb 2011 16:41:38 -0600  
**To:** <[tbryant@bryantlending.com](mailto:tbryant@bryantlending.com)>  
**Subject:** Agreements A and B

A has no names just 50k as the amount paying 1250. B. Has no names and 100k as the amount paying 3500. The agreement is as the others just left blank with no names or addresses. Also has 60 days to return money.

A

GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of March 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Bryant United Holdings Inc reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Bryant United Holdings Inc reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other

name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

### ARTICLE III.

#### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

### ARTICLE IV.

#### ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

### ARTICLE V.

#### TITLE

Title to all Partnership assets shall be in the name of the Partnership.

### ARTICLE VI.

#### CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 —\$50,000.00 with the first monthly guaranteed cash disbursement of \$1,250.00 paid by the 5<sup>th</sup> of each month, with the 1<sup>st</sup> distribution paid on by the 5<sup>th</sup> of the following month from the 60<sup>th</sup> day from transfer of capital.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 60 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Bryant United Holdings Inc. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made 60 days immediately following the first 12 months.

ARTICLE VIII.

ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.



9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

#### 10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its

Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar

month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

#### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

### ARTICLE XI.

#### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (90) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

### 12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (30) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem

advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2010 then ended within 90 days of such 2010, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions



relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS**

Name	Address	Capital Contribution
		\$50,000.00

GENERAL PARTNERSHIP AGREEMENT

OF

Bryant United Holding Inc.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Holdings Inc effective as of March 1<sup>st</sup>, 2011, by and between Bryant United Holdings Inc (General Partner/Managing Partner), and (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership, and from any other income or funds derived from Partnership property which the Partner Bryant United Holdings Inc reasonably determine[s] to be available for distribution to the Partners after payment of all cash expenditures, including, but not limited to, to the extent applicable, taxes, principal and interest payments on all Partnership indebtedness (including loans from any of the Partners and their Affiliates to the Partnership), insurance, brokerage fees, accounting and legal fees, supplies, ordinary and necessary business expenses and the setting aside of any amounts which the Partners Bryant United Holdings Inc reasonably determine[s] are necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] shall adjust the amounts debited or credited to Capital Accounts with respect to (i) any property contributed to the Partnership or distributed to a Partner, and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or a Partner, in the event the Partners [Managing Partner] reasonably determine[s] that such adjustments are necessary or appropriate pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv). The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash and the value of property contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation. The net cash realized by the Partnership by virtue of the sale, financing, refinancing, condemnation or disposition of the Partnership's property, in whole or in part, after repayment of applicable debt and the payment of all expenses and amounts required to be paid under the instruments evidencing or relating to such debt and all expenses related to the transaction and the retention of such amounts as the Partners [Managing Partner] may reasonably determine to be necessary as a reserve for (to the extent applicable) operating expenses, contingencies and anticipated obligations.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash or other property distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Holdings Inc

1.11. Partner or Partners. and any substitute, successor or additional partners as provided herein.

1.12. Partnership. Bryant United Holdings Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Losses, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits or Losses. For each fiscal year, an amount equal to the Partnership's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be added to such taxable income or loss;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income or loss;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss, or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits and Losses of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the Partners hereby agree to form a general partnership doing business as Bryant United Holdings Inc or such other

name as is approved by the Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

### ARTICLE III.

#### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

### ARTICLE IV.

#### ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 8325 Broadway Ste. 202, Pearland Texas 77581. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

### ARTICLE V.

#### TITLE

Title to all Partnership assets shall be in the name of the Partnership.

### ARTICLE VI.

#### CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 —\$100,000.00 with the first monthly guaranteed cash disbursement of \$3,500.00 paid by the 5<sup>th</sup> of each month, with the 1<sup>st</sup> distribution paid on by the 5<sup>th</sup> of the following month from the 60<sup>th</sup> day from transfer of capital.

6.3. Additional Capital Contributions.

Such additional capital contributions shall be made by the Partners within twenty (20) business days after written notice is received by such Partner setting forth the amount of additional capital required.

6.4. Default in Obligations To Make Additional Capital Contributions.

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. No Partner shall have the right to withdraw any of its initial capital without the consent of all the Partners, except upon dissolution and liquidation of the Partnership. Upon circumstances requiring a return of any Capital Contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. Upon approval, capital may be withdrawn 60 days from the approved request.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions of Profits of Cash from Sales, Financing or Condemnation. Distributions of Available Cash and Cash from Sales, Financing or Condemnation shall be made periodically at such intervals as shall be determined in the absolute discretion of Bryant United Holdings Inc. Subject to the foregoing, such Distributions shall be allocated to the Partners in the following order of priority:

7.1.1 Distributions made 60 days immediately following the first 12 months.

ARTICLE VIII.

ALLOCATION OF PROFITS AND LOSSES FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Losses shall be allocated among the Partners such that the Losses allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount of Losses that can be allocated without causing such Partner to have a negative Capital Account at the end of the fiscal year.

8.3. Special Allocations.

None

8.4. 704(c) Allocations. Any income, gain, loss or deduction with respect to property contributed to the Partnership by a Partner (as required under Code Section 704(c)) will, solely for tax purposes, be allocated among the Partners to take into account the variations between the basis of property contributed to the Partnership and the fair market value of such property in the manner provided in Code Section 704(c). Any elections or other decisions relating to such allocations shall be made by the Partners [Managing Partner] in any manner which reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 8.4 shall be solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account, in computing a Partner's Capital Account or share of Profits, Losses or other items or Distributions pursuant to any provision of this Agreement.

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.



9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

9.8. Statement of Partnership Authority. The Partners shall execute and file a "Statement of Partnership Authority" in the name of the Partnership pursuant to Section 303 of the Act which shall state (a) the names of the Partners authorized to execute an instrument transferring real property in the name of the Partnership, if any, and (b) the authority, or limitations on the authority of some or all of the Partners to enter into other transactions on behalf of the Partnership pursuant to Article IX of this Agreement, and any other matter. The Statement of Partnership Authority shall be filed with the Department of State of the State of Texas and in the office for recording transfers of real property in each county in which the Partnership owns real property, if any. The Partners shall amend or cancel such Statement of Partnership Authority from time to time consistent with this Agreement. Each Partner hereby agrees not to file a "Statement of Denial" pursuant to Section 304 of the Act denying any fact which would be inconsistent with the authority granted to a Partner pursuant to this Agreement.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

#### 10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the stock or other ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its

Partnership Interest or the stock or other ownership interest in such Partner to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

## 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar

month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

#### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

### ARTICLE XI.

#### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;

11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 90 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is an individual:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 90 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

## ARTICLE XII.

### DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of ninety (90) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within ninety (90) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

### 12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (30) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem

advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

### ARTICLE XIII.

#### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements for the 2010 then ended within 90 days of such 2010, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions



relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Holdings Inc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND PROFIT PERCENTAGE INTERESTS**

Name	Address	Capital Contribution
		\$100,000.00

***Intentionally Left Blank***

---

**From:** Trey Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Monday, March 23, 2015 6:39 PM  
**To:** awammel@gmail.com; awammel@bryantunited.com  
**Subject:** FW: Paystub Information

Please see below...

**From:** Trey Bryant, CEO [mailto:tbryant@bryantunited.com]  
**Sent:** Saturday, March 21, 2015 12:00 PM  
**To:** 'awammel@gmail.com'  
**Subject:** Paystub Information

Hey Buddy;

Sorry to ask you for this... I just don't have any software to make checks. Below is the information I need for paystubs.

**BUCF Inc. or Bryant United Capital Funding, Inc. (Either name is fine)**  
**24044 Cinco Village Center Blvd.**  
**Suite 100**  
**Katy, TX 77494**

**Thurman Petty Bryant, III**  
**5343 Buena Vista Dr.**  
**Frisco, TX 75034**

**Salary: 62500/month (\$750,000.00/yr)... I need 2-stubs showing income twice a year.**

\*\*\* IF you could add some bonuses into the above amount would be great. Also show ESOP contributions and Medical like you did in the last stubs you provided for me....

I provided a sample with tax below to help you out: This in bi-weekly numbers. If you can add some bonuses to the below amount I would appreciate it....

Regular	\$31,250.00	
DEDUCTIONS		
HSA Deduction		\$312.50
Assurant Health		\$276.00
K-Employee		\$2,000.00
Assurant Den		\$39.21
TAXES WITHHELD		
Federal Income Tax		\$9,109.02
Social Security		\$1,898.58
Medicare		\$444.02
SUMMARY		
Total pay	\$31,250.00	
Taxes	\$11,451.62	
Deductions	\$2,627.71	

Net pay this check

\$17,170.67

I REALLY REALLY REALLY REALLY appreciate it!! They are trying to get her moved in by next Thursday. This is the only thing outstanding to her application.

Thanks,

**Trey Bryant, III**

Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**

Direct 281.299.5311 | Office 281.860.7649 | Fax 281.860.7651 | Toll Free 866.580.3525



*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.  
† A Bryant United Holdings, Inc. Company*

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Tuesday, July 23, 2013 9:20 AM  
**To:** Art Wammel (awammel@bryantlending.com)  
**Subject:** FW: June2013 Earnings Statement/Bryant United Capital Funding  
**Attachments:** June2013ES-BUCF.pdf

**From:** T.P Bryant, CEO [<mailto:tbryant@bryantunited.com>]  
**Sent:** Tuesday, July 23, 2013 9:20 AM  
**To:** Art Wammel ([artwammel@gmail.com](mailto:artwammel@gmail.com))  
**Subject:** June2013 Earnings Statement/Bryant United Capital Funding

As promised.... Showed additional deposit to make it look like there is activity on the account and not so inactive...

Thanks,

**Trey Bryant, III**

President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**  
Direct 281.299.5311 | Office 281.860.7649 | Fax 281.860.7651 | Toll Free 866.580.3525



*\*\*\*\* The information contained in this transmission may be privileged and confidential and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. Nothing in this communication is intended to operate as an electronic signature under applicable law.*

*† A Bryant United Holdings, Inc. Company*

# STATEMENT

## WAMMEL GROUP, LLC.

PRIVATE EQUITY • ASSET MANAGEMENT

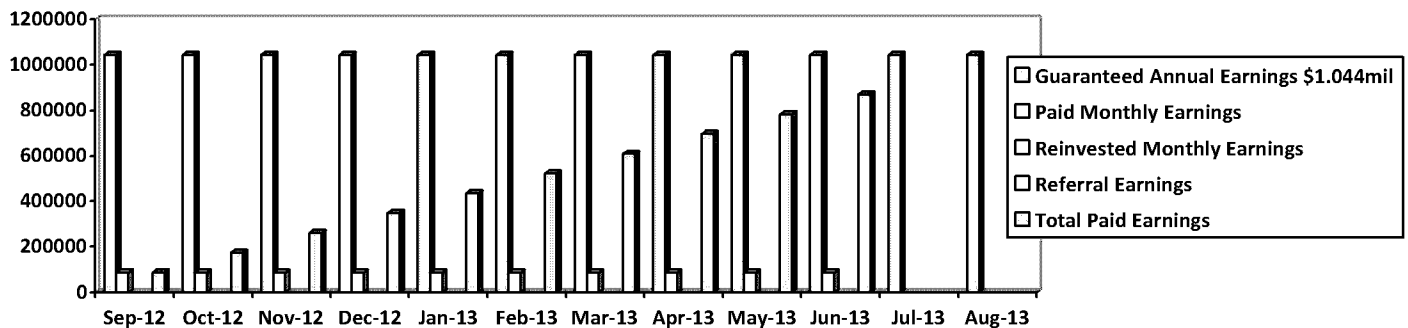
3 Mariners Lane  
 Kemah, TX 77565  
 Phone 713.493.0555  
 office@wammelgrp.com

MEMBER ID # 12-1017  
 STATEMENT DATE: JUNE 28, 2013  
 STATEMENT TERM: MAY 18, 2013 - JUN 21, 2013

TO Bryant United Holdings, Inc  
 Bryant United Capital Funding, Inc  
 24044 Cinco Village Center Blvd  
 Ste. 100  
 Katy, TX 77494

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
\$4,350,000.00	\$87,000.00	\$0.00	\$0.00	\$87,000.00	\$0.00	07/03/13

CALCULATED ACCOUNT BALANCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
\$4,350,000.00 USD	BUCF Inc. Trust	24%	\$1,044,000.00



ADDITIONAL INVESTMENT DEPOSIT (EFF 9/3/2013)	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
\$230,000.00	\$870,000.00	\$0.00	\$4,580,000.00

### Messages/Notes:

Congratulations on your June2013 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be August 3, 2013.

**From:** T.P Bryant, CEO <tbryant@bryantunited.com>  
**Sent:** Friday, August 23, 2013 10:27 AM  
**To:** Art Wammel  
**Cc:** Art Wammel (awammel@bryantlending.com)  
**Subject:** RE: Contact  
**Attachments:** 80kescrowcontract.docx

Contract attached... Good luck Bro! This is a game changer for us....No pressure!:-)

Trey

-----Original Message-----

**From:** Art Wammel [<mailto:artwammel@gmail.com>]  
**Sent:** Friday, August 23, 2013 9:26 AM  
**To:** CEO T.P Bryant  
**Subject:** Contact

Can you send me one of your contracts when you get a chance. Going to make some changes to it but use that as the base when I talk to the Sullivan's. could have a meet with them next week.

We shall see. I don't have a check from them yet.

A



GENERAL PARTNERSHIP AGREEMENT

OF

**BRYANT UNITED CAPITAL FUNDING, INC.**

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Capital Funding, Inc., effective as of July 01, 2013, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Lehmann Grandchildren's Irrevocable Trust** (Limited Partner).

ARTICLE I.

CERTAIN DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

1.1. Act. The Revised Uniform Partnership Act (1994), as may be amended from time to time.

1.2. Affiliate. An Affiliate of a specified Person is (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such specified person, (ii) any Person which is an officer, director, partner (other than a partner as a result of this Agreement) or trustee of, or serves in a similar capacity with respect to, such specified Person, (iii) any Person which is directly or indirectly the owner of more than ten percent (10%) of any class of equity securities of such specified Person, and (iv) the parents, siblings, children or spouse of such specified Person.

1.3. Agreement. This General Partnership Agreement as the same may be amended from time to time.

1.4. Available Cash. That sum of cash resulting from normal business operations of the Partnership.

1.5. Capital Accounts. A separate Capital Account shall be maintained for each Partner in accordance with the following provisions:

1.5.1 To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, such Partner's distributive share of Profits, and any items of income, gain, loss deduction or credit that are specially allocated pursuant to Article VIII hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

1.5.2 To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provisions of this Agreement, such Partner's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to Article VIII hereof, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

1.5.3 In the event that the book value of the Partnership assets is adjusted pursuant to the Code, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Partnership recognized Profit or Loss equal to the respective amounts of such aggregate net adjustments immediately before the event causing the adjustment to book value.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied

in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

1.6. Capital Contribution. The amount in cash contributed by the Partners to the equity of the Partnership, whether initial Capital Contributions in accordance with Section 6.2 hereof or additional Capital Contributions in accordance with Section 6.3 hereof. Any reference in this Agreement to the Capital Contribution of either a Partner or any permitted assignee of a Partner includes any Capital Contribution previously made by any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not borrowed nor owned to another party.

1.7. Cash from Sales, Financing or Condemnation.

1.8. Code. The Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

1.9. Distributions. Any cash distributed to a Partner as a result of its ownership of Partnership Interests (or the assignee of a Partner's Transferable Interest as a result of its ownership of the Transferable Interest), including but not limited to distribution of Available Cash and distribution of Cash from Sales, Financing or Condemnation and distributions in complete or partial liquidation of the Partnership.

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Partner or Partners. Lehmann Grandchildren's Irrevocable Trust C/O Peter M. Lehmann (Trustee)

1.12. Partnership. Bryant United Capital Funding, Inc, a Texas Corporation.

1.13. Partnership Interest. All of a Partner's interest in the Partnership, including the Partner's Transferable Interest and all management and other rights.

1.14. Percentage Interest. The percentage interest of a Partner in the Partnership's allocation of Profits, Available Cash, Cash from Sales, Financing or Condemnation and capital of the Partnership, subject to the terms and conditions of this Agreement, and as set forth opposite its name on Schedule "A" attached hereto and incorporated herein by reference.

1.15. Person. Any individual, corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, governmental subdivision, agency or instrumentality or any other legal or commercial entity.

1.16. Profits. For each fiscal year, an amount equal to the Partnership's taxable income for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

1.16.1 Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits pursuant to this Section shall be added to such taxable income;

1.16.2 Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv), and not otherwise taken into account in computing Profits or Losses pursuant to this Section, shall be subtracted from such taxable income;

1.16.3 To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits; and

1.16.4 Notwithstanding any other provisions of this Section, any items which are specially allocated pursuant to Section 8.3 hereof shall not be taken into account in computing Profits.

The amounts of the items of Partnership income, gain or deduction available to be specially allocated pursuant to Section 8.3 hereof shall be determined by applying rules analogous to those set forth in this Section.

1.17. Treasury Regulations. Regulations of the United States Treasury Department pertaining to the income tax, as amended, and any successor provisions thereto.

1.18. Substitute Partner. A Person who succeeds to the Partnership Interest of any Partner, by sale, exchange, assignment or otherwise, and who has been substituted for such Partner, as provided herein but does not include the transferee of a Partner's Transferable Interest.

1.19. Transferable Interest. Only the Partner's share of Profits of the Partnership and right to receive Distributions.

## ARTICLE II.

### FORMATION OF PARTNERSHIP

2.1. Formation and Name. By this Agreement and pursuant to the Revised Uniform Partnership Act (1994), the General/Managing Partners hereby agree to form a general partnership doing business as Bryant United Capital Funding Inc or such other name as is approved by the General/Managing Partners and such name shall be used at all times in connection with the Partnership's business and affairs. The General/Managing Partners shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Partnership and shall cause such certificates to be filed in all appropriate public records.

2.2. Term. The term of the Partnership shall commence on the date hereof and shall continue in existence until *January 1, 2040*, unless sooner terminated as provided herein or by law.

[2.3. Partnership Registration Statement. The Partners shall execute and file with the Department of State of the State Texas, a "Partnership Registration Statement" in the name of the Partnership in accordance with [a non-uniform statute] and amend and cancel such Partnership Registration Statement from time to time consistent with this Agreement.]

## ARTICLE III.

### BUSINESS OF THE PARTNERSHIP

The purpose and character of the business of the Partnership shall be the return on equity promised herein:

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

4.2. Partners' Addresses. The addresses of the Partners shall be those stated on Schedule "A" attached hereto and incorporated herein by reference. A Partner may change such address by written notice to the other Partners, which notice shall become effective upon receipt.

ARTICLE V.

TITLE

Title to all Partnership assets shall be in the name of the Partnership.

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

6.1. Amount of Capital. The capital of the Partnership shall be the total amount of Capital Contributions to the Partnership by the Partners.

6.2. Initial Capital Contribution by the Partners. Simultaneous with the execution of this Agreement, the Partners shall make the following contributions to the capital of the Partnership:

6.2.1 Initial Preserved Capital \$80,000.00- with the guaranteed annual Distribution return of \$24,000.00 (USD) or monthly distribution return of \$2,000.00 (USD) starting on September 3rd, 2013. All partners agree that any and all reinvested Capital will grow at a 30% APR and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital Account in full. All initial investment and any and all reinvested growth are retained in a secure escrow account for the benefit of the Limited Partner(s). No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

6.5. No Assessment on Partners. No Partner shall be assessed or be liable for additional Capital Contributions in excess of its stated initial Capital Contribution specified in Section 6.2 and any additional Capital Contributions required pursuant to Section 6.3.

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth will be disbursed within 60 days from the initial request- paid on the next 5<sup>th</sup> of the following pay month.

6.7. Capital Accounts. There shall be established on the books and records of the Partnership a Capital Account for each Partner. The Capital Account for each Partner shall at all times be maintained and adjusted according to the rules set forth in Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.8. Representations and Warranties of Partners. Each of the Partners hereby represents and warrants to the other Partners that it (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) has duly executed and delivered this Agreement; and (c) has full right, power and authority to execute and deliver this Agreement and to perform each of its obligations hereunder.

## ARTICLE VII.

### DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Distributions made 60 days immediately following the initial request of withdraw.

## ARTICLE VIII.

### ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income and gains from sales or exchanges of property (net of losses) for each fiscal year, shall be allocated, on an annual or more frequent basis as determined by the Code and Treasury Regulations promulgated thereunder, to each Partner, in the following order of priority:

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed in Section 6.2.1 of disclosed document.

8.3. Special Allocations. No Special Allocations implied or expressed.

## ARTICLE IX.

### MANAGEMENT OF THE PARTNERSHIP

9.1. Managing Partner; Rights, Power and Authority. Subject to the limitations and provisions set forth herein, the Managing Partner shall have full, exclusive and complete authority and discretion in the management and control of the Partnership business for the purposes herein stated and shall make all decisions affecting the business of the Partnership. No other Partner shall have the rights, power or authority granted in this Section 9.1. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Managing Partner. Subject to the limitations and provisions set forth herein, the Managing Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the Managing Partner's sole judgment and discretion, are necessary, proper, or desirable in connection with its role and function as Managing Partner of the Partnership. Further, the Managing Partner shall have all of the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the Managing Partner permitted by this Agreement shall constitute an act of and serve to bind the Partnership.

9.2. Matters Requiring Joint Decision of the Partners. Notwithstanding the rights, power and authority given to the Managing Partner pursuant to Section 9.1 hereof, the rights, power and authority of the Managing Partner shall not include the activities set forth in this Section 9.2 or any other provision of this Agreement requiring the consent

or approval of each Partner, which shall be expressly retained for the [unanimous] decision of the Partners and shall be subject to the [unanimous] written approval of the Partners:

9.3. Vote of Partners. Each Partner shall have an equal vote with respect to the matters set forth in Section 9.2 hereof and all other matters requiring the approval, consent or other determination of the Partners, irrespective of the Partners' respective Percentage Interests.

9.4. Upon removal of Managing Partner, the partnership will cease to exist and all capital returned to partners.

9.5. Duties and Obligations of the Partners.

9.5.1 The Partners shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a general partnership under the laws of the State of Texas.

9.5.2 Each of the Partners shall devote to the Partnership such time as may be necessary for the proper performance of its duties hereunder. Nothing herein shall prohibit the Partners and their respective Affiliates from engaging in any other business activities during the term of the Partnership, including activities which may be competitive with the Partnership, and nothing shall give the other Partners any interest in any such competitive activities.

9.5.3 The Partners shall, in connection with the performance of their duties hereunder, comply, and shall cause the Partnership to comply, in all respects with the laws of the United States, the State of Texas and any other applicable jurisdiction, and with the rules and regulations of any governmental Person promulgated thereunder.

9.6. A Partner's Duty of Loyalty. Each Partner agrees: (a) to account to the Partnership and hold as trustee for the Partnership any property, profit or benefit derived by such Partner in the conduct and winding up of the Partnership business or derived from a use by the Partner of Partnership property, including the appropriation of a Partnership opportunity, and (b) to refrain from dealing with the Partnership in the conduct or winding up of the Partnership business as or on behalf of a party having an interest adverse to the Partnership.

9.7. Indemnification of the Partners. Neither of the Partners nor any of their respective Affiliates shall be liable to the Partnership or any Partner for any loss or liability incurred in connection with any act performed or omitted in accordance with the terms of this Agreement, nor for negligence, except for any loss or liability incurred in connection with the fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement of such Partner. The Partnership shall, to the fullest extent permitted by law, but only to the extent of the assets of the Partnership, and without recourse to the separate assets of the Partners, indemnify and save harmless each of the Partners from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership, regardless of whether acting pursuant to its discretionary or explicit authority hereunder, except any incurred in connection with its fraud, gross negligence or reckless conduct, intentional misconduct or knowing violation of the law or this Agreement. In particular, and without limitation of the foregoing, each of the Partners shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees actually and necessarily incurred by such Partner or Affiliates, in connection with the defense of any suit or action to which such Partner or its Affiliates are made a party by reason of its position as a Partner or an affiliate of such Partner herein, to the fullest extent permitted under the provisions of this Agreement, the Act or any other applicable statute. Nothing herein shall make any affiliate of a Partner liable in any way for the acts, omissions, obligations or liabilities of a Partner.

## ARTICLE X.

### DISPOSITION OF PARTNERSHIP INTERESTS

#### 10.1. Restrictions.

10.1.1 No Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest without the prior written consent of the other Partner, which consent may be withheld in the other Partner's absolute discretion. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be a prohibited disposition. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest under the Securities Act of 1933, as amended, (ii) would not be in violation of any securities laws (including investment suitability standards) of any jurisdiction applicable to the Partnership, and (iii) would not result in the termination of the Partnership under Code Section 708.

10.1.3 Nothing contained in this Article X shall be deemed to prohibit any Partner from transferring to any Person its Transferable Interest; provided that no such assignment of a Partner's Transferable Interest shall entitle the transferee to become a Partner, to interfere or otherwise participate in the management or conduct of the affairs or business of the Partnership, to require access to any information on account of Partnership transactions or to inspect the books and records of the Partnership. The transferee Partner's sole connection with or rights against the Partnership or any other Partner is (i) to receive, in accordance with the transfer, Distributions to which the transferor would otherwise be entitled and (ii) to receive, upon dissolution and winding up of the Partnership business, in accordance with the transfer, an account of Partnership transactions only from the date of the latest account agreed to by all of the Partners and the net amount otherwise distributable to the transferor. The transferor Partner retains the rights and duties of a Partner other than with respect to the Transferable Interest so transferred and is not relieved of its liability as a Partner under this Agreement or the Act. The Partnership shall, upon receipt of written notice of transfer of the Partner's Transferable Interest, allocate all further Profits and Losses and make all further Distributions so transferred to the transferee for such times as the Transferable Interest is transferred on the Partnership's books in accordance with this provision. The Partnership shall not give effect to the transfer of a Partner's Transferable Interest until it has received written notice of such transfer which notice shall include the name and address of the transferee and the effective date of the transfer.

#### 10.2. Admission of Substitute Partner.

10.2.1 Subject to the other provisions of this Article, an assignee of the Partnership Interest of a Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Partnership Interest) shall be deemed admitted as a Substitute Partner of the Partnership only upon the satisfactory completion of the following:

10.2.1.1 Consent of the other Partners (which may be given or withheld in the other Partner's sole discretion) shall have been given, which consent may be evidenced by the execution by the other Partners of a certificate evidencing the admission of such person as a Partner.

10.2.1.2 The assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Partners may reasonably require in order to accomplish the admission of such person as a Partner.

10.2.1.3 If the assignee is not an individual, the assignee shall have provided the Partners with evidence satisfactory to counsel for the Partnership of its authority to become a Partner under the terms and provisions of this Agreement.

10.2.1.4 The assignee shall have paid all reasonable legal fees and administrative costs of the Partnership and the Partners and filing and publication costs in connection with its substitution as a Partner.

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner, pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

### 10.3. Rights of Assignee of Partnership Interest of a Partner.

10.3.1 Subject to the provisions of Section 10.1 hereof, and except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Partner of its Partnership Interest until the Partnership has received notice thereof, which notice must include such information and documentation with respect to the assignment as the Partners may require.

10.3.2 Any person who is the assignee of all or any portion of a Partner's Partnership Interest, but does not become a Substitute Partner, and desires to make a further assignment of such Partnership Interest, shall be subject to all the provisions of this Article X to the same extent and in the same manner as any Partner desiring to make an assignment of its Partnership Interest.

10.3.3 An assignee who has not been substituted as a Partner shall not be counted for purposes of any matter requiring the consent of the Partners.

10.4. Contravention Voids Assignment. Any sale, hypothecation, pledge, transfer, assignment or other disposition in contravention of this Agreement shall be void and ineffective and shall not bind or be recognized by the Partnership.

## ARTICLE XI.

### DISSOCIATION OF A PARTNER

11.1. Dissociation. A Partner is dissociated from the Partnership upon the occurrence of any of the following events:

11.1.1 The Partnership having received written notice of the Partner's express will to immediately withdraw as a partner or withdraw on a later date specified by the Partner;

11.1.2 The Partner's expulsion by a unanimous vote of the other partners if:

11.1.2.1 It is unlawful to carry on the Partnership business with such Partner;



11.1.2.2 There has been a transfer of all or substantially all of such Partner's Transferable Interest in the Partnership other than a permitted transfer for security purposes, or a court order charging the Partner's Partnership Interest, which has not been foreclosed;

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

11.1.2.4 A partnership that is a Partner has been dissolved and its business is being wound up;

11.1.3 On application by the Partnership or another Partner, the Partner's expulsion by judicial determination because:

11.1.3.1 The Partner engaged in wrongful conduct that adversely and materially affected the Partnership's business;

11.1.3.2 The Partner willfully or persistently committed a material breach of the Agreement or of a duty owed to the Partnership or the other Partners under Sections 9.6 or 14.5 hereof;

11.1.3.3 The Partner engaged in conduct relating to the Partnership's business which makes it not reasonably practicable to carry on the business in partnership with the Partner;

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

11.1.4.3 Seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner or of all or substantially all of such Partner's property; or

11.1.4.4 Failing, within 90 days after appointment, to have vacated or have stayed the appointment of a trustee, receiver or liquidator of the Partner or of all or substantially all of the Partner's property obtained without the Partner's consent or acquiescence, or failing within 90 days after the expiration of a stay to have the appointment vacated;

11.1.5 In the case of a Partner who is a TRUST:

11.1.5.1 The Partner's death;

11.1.5.2 The appointment of a guardian or general conservator for the Partner; or

11.1.5.3 A judicial determination that the Partner has otherwise become incapable of performing the Partner's duties under the Agreement;

11.1.6 In the case of a Partner that is a trust or is acting as a Partner by virtue of being a trustee of a trust, distribution of the trust's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor trustee;

11.1.7 In the case of a Partner that is an estate or is acting as a Partner by virtue of being a personal representative of an estate, distribution of the estate's entire Transferable Interest in the Partnership, but not merely by reason of the substitution of a successor personal representative;

11.1.8 Termination of a Partner who is not an individual, partnership, corporation, trust, or estate; or

11.1.9 The Partner's direct or indirect transfer of all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

## 11.2. Purchase of Dissociated Partner's Partnership Interest.

11.2.1 If a Partner is dissociated from the Partnership without resulting in a dissolution and winding up of the Partnership business under Section 11.1 hereof, the Partnership shall cause the dissociated Partner's Partnership Interest to be purchased for a "Buyout Price" determined pursuant to Section 11.2.2. hereof.

11.2.2 The Buyout Price of a dissociated Partner's Partnership Interest is the amount that would have been distributable to the dissociating Partner under Section 12.3.3 hereof if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value of the assets or the value of the assets based upon a sale of the entire business as a going concern without having the dissociated Partner and the Partnership wind up as of such date. Interest shall be paid from the date of the Partner's dissociation to the date of payment of the Buyout Price.

11.2.3 Damages for wrongful dissociation under Section 11.3 hereof, and all other amounts owing, whether or not presently due, from the dissociated Partner to the Partnership, shall be offset against the Buyout Price. Interest shall be paid from the date the amount owed by the dissociated Partner becomes due to the date of payment.

11.2.4 A Partnership shall indemnify a dissociated Partner whose interest is being purchased against all Partnership liabilities, whether incurred before or after the dissociation, except liabilities incurred by an act of the dissociated Partner.

11.2.5 If no agreement for the Buyout Price to be paid for the purchase of a dissociated Partner's Partnership Interest is reached within 60 days after a written demand for payment, the Partnership shall pay, or cause to be paid, in cash to the dissociated Partner the amount the Partnership estimates to be the Buyout Price and accrued interest, reduced by any offsets and accrued interest under Section 11.2.3 hereof.

11.2.6 If a deferred payment is authorized under Section 11.2.8 hereof, the Partnership may tender a written offer to pay the amount it estimates to be the Buyout Price and accrued interest, reduced by any offsets under Section 11.2.3 hereof, stating the time of payment, the amount and type of security for payment, and the other terms and conditions of the obligation.

11.2.7 The payment or tender required by Sections 11.2.5 or 11.2.6 hereof must be accompanied by the following:

11.2.7.1 A statement of Partnership assets and liabilities as of the date of dissociation;

11.2.7.2 The latest available Partnership balance sheet and income statement, if any;

11.2.7.3 An explanation of how the estimated amount of the payment was calculated; and

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 120 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

11.2.8 A Partner who wrongfully dissociates is not entitled to payment of any portion of the Buyout Price until the expiration of the term of the Partnership or completion of the undertaking, unless the Partner establishes to the satisfaction of the court that earlier payment will not cause undue hardship to the business of the Partnership. A deferred payment must be adequately secured and shall bear interest.

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

### 11.3. Wrongful Dissociation.

11.3.1 Each Partner hereby agrees not to voluntarily dissociate without the consent of all of the other Partners. Accordingly, a Partner's dissociation is wrongful if, before the expiration of the term of this Agreement, the Partner:

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

11.3.1.2 Is expelled by judicial determination under Section 11.1.3 hereof; or

11.3.1.3 Directly or indirectly transfers all or any portion of its Partnership Interest in violation of Section 10.1 hereof.

11.3.2 A Partner who wrongfully dissociates is liable to the Partnership and to the other Partners for damages caused by dissociation. This liability is in addition to any other obligation of such Partner to the Partnership or the other Partners.

11.4. Effect of Dissolution. A Partner's right to participate in the management and conduct of the Partnership terminates upon its dissociation with the Partnership except that a Partner who has not wrongfully dissociated may, after dissolution of the Partnership, participate in winding up the Partnership's business.

11.5. Statement of Dissociation. The Partnership shall file a "Statement of Dissociation" under Section 704 of the Act after the dissociation of a Partner. The Statement of Dissociation shall be filed with the Department of State of the State of Texas and in the Office for recording transfers of real property in each county in which the Partnership owns real property, if any.

ARTICLE XII.

DISSOLUTION

12.1. Dissolution. The Partnership shall be dissolved and terminated upon the earliest to occur of the following:

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

12.1.2 The Partners mutually agree in writing to terminate the Partnership;

12.1.3 The expiration of the term of the Partnership;

12.1.4 The sale or other disposition of all or substantially all of the Partnership assets by the Partnership;

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

12.1.6 Entry of a decree of judicial determination of dissolution under the Act.

12.2. Effective Date of Dissolution. Dissolution of the Partnership shall be effective on the earlier 180 days or the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the assets of the Partnership shall have been distributed as provided in Section 12.3.3 below. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement.

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership.

12.3.2 *Management Rights During Winding up.* During the period of the winding up of the affairs of the Partnership, the rights and obligations of the Partners, except a Partner who has wrongfully dissociated, set forth herein with respect to the management of the Partnership shall continue. For purposes of winding up, the Partners shall continue to act as such and shall make all decisions relating to the conduct of any business or operations during the winding up period and to the sale or other disposition of Partnership assets in accordance with the terms of this Agreement.

12.3.3 *Liquidation.* Upon dissolution of the Partnership, the Partners, other than a Partner who has wrongfully dissociated, shall wind up the affairs of the Partnership and apply and distribute its assets or the proceeds thereof as contemplated by this Agreement. As soon as possible after the dissolution of the Partnership, a full account of the assets and liabilities of the Partnership shall be taken, and a statement shall be prepared by the independent certified public accountants then acting for the Partnership, setting forth the assets and liabilities of the Partnership. A copy of such statement shall be furnished to each of the Partners within thirty (90) days after such dissolution. Thereafter, the Partners, other than a Partner who has wrongfully dissociated, shall, in their sole and absolute discretion, either liquidate the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof or determine to distribute all or part of the assets in kind. Any proceeds from liquidation, together with any assets which the Partners, other than a Partner who has wrongfully dissociated, determine to distribute in kind, shall be applied in the following order:

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership. Any reserves shall be established or continued which the Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Partnership or its liquidation. Such reserves shall be held by the Partnership for the purpose of disbursement in payment of any of the aforementioned contingencies, and at the expiration of such period as the Partners shall deem advisable, the Partnership shall distribute the balance thereafter remaining in the manner provided in the following subdivisions of this Article; and

12.3.3.2 Then, to the Partners pro rata in accordance with the positive Capital Account balances of the Partners.

Any assets of the Partnership to be distributed in kind shall be distributed on the basis of the fair market value thereof and may be distributed to any Partner entitled to any interest in such assets as a tenant-in-common with all other Partners so entitled.

In addition, no Partner shall be required to contribute any amounts to the Partnership solely by reason of a deficit balance in such Partner's Capital Account upon liquidation of such Partner's Interest in the Partnership.

12.4. Statement of Dissolution. After dissolution, Partners, other than a Partner who has wrongfully dissociated, shall file a Statement of Dissolution pursuant to Section 805(a) of the Act.

12.5. Termination. Upon the completion of the distribution of Partnership assets as provided in this Section 12.4, the Partners shall take such other actions as may be necessary to terminate completely the Partnership.

#### ARTICLE XIII.

##### BOOKS AND RECORDS: REPORTS

13.1. Books and Records. The Managing Partner shall maintain on behalf of the Partnership adequate books and records of the Partnership at the chief executive office of the Partnership, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Partnership. Any Partner or its designated representative shall have the right during ordinary business hours of the Partnership to have access to and inspect and copy the contents of said books or records. The Partnership may impose a reasonable charge, covering the costs of labor and material, for copies of documents furnished.

13.2. Reports. Each Partner shall be furnished quarterly by the Partnership with (i) [annual] [unaudited] financial statements, which shall be prepared in accordance with generally accepted accounting principles by an independent certified public accountant, and (ii) a report of the activities of the Partnership during the period covered by the report.

13.3. Tax Information. Necessary tax information for the preparation of the Partners' federal income tax returns shall be delivered to the Partners on an annual basis. Every reasonable effort shall be made by the Partners to cause the Partnership to furnish such information within [90] days after the end of the Partnership's fiscal year. The tax returns of the Partnership shall be approved by the Partners.

13.4. Tax Election. All tax elections on behalf of the Partnership may be made or rescinded in the discretion of the Partners, including, but not limited to, election under Section 754 of the Code on behalf of the Partnership. Adjustments available under Section 743 of the Code as a result of such election shall be taken into account by the Partners affected thereby on their individual Federal income tax returns and by the Partnership and shall not be taken into account in computing the Profits and Losses of the Partnership for purposes of this Agreement.

13.5. Tax Controversies. Should there be any controversy with the Internal Revenue Service or any other taxing authority involving the Partnership or an individual Partner or Partners as a result of being a Partner in the Partnership, the outcome of which may adversely affect the Partnership either directly or indirectly, the Partnership may incur expenses it deems necessary and advisable in the interest of the Partnership to oppose such proposed deficiency, including, without limitation, attorneys' and accountants' fees. The Managing Partner shall act as the "Tax Matters Partner" as defined under Section 6231(a)(7) of the Code; provided, however, that all decisions relating to settling or refusing to settle any controversy with the Internal Revenue Service shall be approved by the Partners.

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year. For accounting and federal income tax purposes, the Partnership shall report its operations and profits and losses in accordance with the method determined by the Partners.

#### ARTICLE XIV.

#### GENERAL PROVISIONS

14.1. Notices. Any notice to be given under this Agreement shall be made in writing and shall be deemed to be given when delivered by U.S. registered or certified mail, return receipt requested, or hand delivery or overnight delivery service to the party at its address. Notice may be given by telecopy provided a hard copy of such notice is mailed in accordance with this Section on the next business day following such telecopy delivery. The addresses of the Partners for this purpose shall be those stated on Schedule "A" attached hereto and incorporated herein by reference (or such other address as they shall supply for such purposes to the other parties hereto).

14.2. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas both substantive and remedial.

14.3. Conflict with the Act. Except as otherwise provided in Section 103(b) of the Act, in the event of any conflict between the terms of this Agreement and the Act, the terms of this Agreement shall control.

14.4. Survival of Rights. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Partners and their personal representative, successors and assigns.

14.5. Dealings in Good Faith; Best Efforts. Each Partner hereby agrees to discharge its duties to the Partnership and the other Partners under this Agreement and the Act and exercise any rights consistently with the obligation of good faith and fair dealing. Each Partner further agrees to use its best efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each Partner agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

14.6. Additional Partners. Each substitute, additional or successor Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments, and in such manner, as the Managing Partner shall determine. By so signing, each substitute, additional or successor Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until the provisions of Article X hereof, as applicable, shall have been satisfied.

14.7. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.8. Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

14.9. Agreements in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

14.10. Headings. The headings, titles and subtitles used in this Agreement are inserted only for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof.

14.11. Gender. Words of the masculine or neuter gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders.

14.12. Attorneys' Fees. In the event any Partner institutes legal proceedings in connection with, or for the enforcement of, this Agreement, the prevailing party shall be entitled to recover and be reimbursed its cost of arbitration and suit, including reasonable costs associated with the arbitration, attorneys' fees, paralegals' fees and legal assistants' fees, at both trial and appellate levels, from the non-prevailing party.

14.13. No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, corporation, Partnership, association or other entity, other than the parties hereto and their respective legal representatives, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this General Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Capital Funding, Inc.

by: \_\_\_\_\_

**Thurman P. Bryant, III/ President & CEO**

Lehmann Grandchildren's Irrevocable Trust (Limited Partner):

By: \_\_\_\_\_

**Peter M. Lehmann (Trustee)**

**SCHEDULE A. Attached**

**SCHEDULE A.**

**PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP**

Name	Capital Contribution	%Owned
<b>Lehmann Grandchildren's Irrevocable Trust c/o Peter M. Lehmann</b>	\$80,000.00	100%
- 18217 11 <sup>th</sup> Ave NE, Poulsbo, WA 98370		
<b>Bryant United Capital Funding, Inc.</b>	\$0.00	0%
- 24044 Cinco Village Center Blvd., Suite 100, Katy, TX 77494		

**- NOTHING ELSE FOLLOWS OR ATTACHED -**



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

127669 127669 25906 P  
WAMMEL GROUP LLC  
3 MARINERS LANE  
KEMAH, TX 77565

**CUSTOMER SERVICE AND  
ACCOUNT INFORMATION**

---

**TELEPHONE**

**888.280.8020** GENERAL SUPPORT  
M-F, 9AM-10PM EDT

**888.280.6505** TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

**877.280.6040** FUTURES SUPPORT  
24 HOURS, **SU** 5:30PM-F 5:30PM EDT

**Visit Our Web Site:**  
[www.optionsXpress.com](http://www.optionsXpress.com)

**Market Monitor**

---

<b>Rates</b>	<b>Yield</b>
Deposit Accounts: Interest Rate as of 01/31	0.03%

<b>Indices</b>	<b>Year to Date Change</b>
Dow Jones Industrial Average	0.51%
Standard & Poor's 500 Index	1.79%
NASDAQ Composite Index	4.3%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

**General Information**

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

**Transactions Settling this period**

The dates shown on purchase and sale transactions are trade dates.

**Margin Clients**

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

**Transaction Charges**

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

**Cash**

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

**Bank Sweep Feature**

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

**Federal Deposit Insurance Corporation (FDIC)**

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

**Portfolio Summary**

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or inactive or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

**Asset Allocation**

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

**Dividends**

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

**Interest**

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

**Debit Interest**

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

**Errors**

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

**Electronic Fund Transfers**

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

**Reportable to the Internal Revenue Service (IRS)**

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

**Custody of Securities**

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

**Custody and Clearing Services**

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

**Statement Frequency**

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

**Securities Products and Services**

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

**Financial Statement**

Our most recent audited financial statements are available upon written request.

**Order Flow**

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

**Change of Address**

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

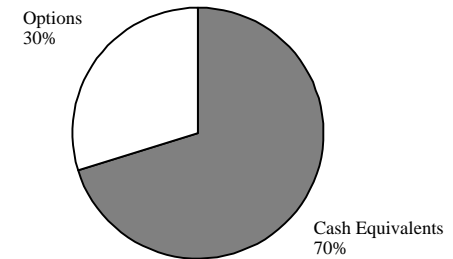
**Account Value Summary**

Cash	\$8,187,636.18
Options	(\$3,470,523.00)
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$4,717,113.18</b>

**Change in Value Summary**

Change in Value Since Dec. 2016	(\$2,423,305.96)
---------------------------------	------------------

**Asset Allocation**



**Account Activity Summary**

Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$9,042,507.64</b>	
Assets Bought	-14,116,954.01	
Assets Sold Redeemed	15,061,993.99	
Other Activity	-1,799,911.44	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$8,187,636.18</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

<i>Acct Type</i>	<i>Description</i>	<i>Quantity Long/Short</i>	<i>Price</i>	<i>Market Value</i>
2	CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	100 S	126.1109	-1,261,109.00
2	CBOE NASDAQ 100 INDEX FEB 03,2017 5025 CALL	50 S	102.3332	-511,666.00
2	CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	150 L	37.8150	567,225.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5025 CALL	100 S	115.2979	-1,152,979.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5075 CALL	100 L	77.3982	773,982.00
2	CBOE NASDAQ 100 INDEX FEB 10,2017 5100 CALL	50 S	50.0499	-250,249.50
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5125 CALL	50 S	45.7434	-228,717.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5175 CALL	50 L	23.1129	115,564.50
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	50 S	15.6259	-78,129.50
2	CBOE NASDAQ 100 INDEX FEB 10,2017 5200 CALL	50 L	7.4917	37,458.50
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	50 L	5.8314	29,157.00
2	CBOE NASDAQ 100 INDEX FEB 24,2017 5075 CALL	50 S	86.7748	-433,874.00
2	CBOE NASDAQ 100 INDEX FEB 24,2017 5125 CALL	50 L	55.5454	277,727.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5000 PUT	100 L	17.7551	177,551.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	100 L	21.8291	218,291.00
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5050 PUT	100 S	26.9683	-269,683.00

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Positions

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	100 S	33.9116	-339,116.00
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5125 CALL	50 S	65.1462	-325,731.00
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5175 CALL	50 L	40.1469	200,734.50
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	100 S	99.7743	-997,743.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	100 L	70.9259	709,259.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5225 CALL	100 S	38.6404	-386,404.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5275 CALL	100 L	23.4053	234,053.00
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	100 S	44.1460	-441,460.00
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	100 L	32.9187	329,187.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5050 PUT	100 L	53.8969	538,969.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	100 L	56.8869	568,869.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	100 S	71.8745	-718,745.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	100 S	69.4864	-694,864.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 4925 PUT	100 L	35.9072	359,072.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 4975 PUT	100 S	44.6903	-446,903.00
2	NEW S & P 500 INDEX FEB 17,2017 2300 CALL	50 S	7.2416	-36,208.00

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	NEW S & P 500 INDEX FEB 17,2017 2350 CALL	50 L	0.6394	3,197.00
2	NEW S & P 500 INDEX MAR 17,2017 2175 PUT	50 L	11.0897	55,448.50
2	NEW S & P 500 INDEX MAR 17,2017 2225 PUT	50 S	18.5374	-92,687.00

Option position pricing is based on Options Clearing Corp. (OCC) data approximating value and may not reflect actual market pricing

**Sweep Balances and Cash**

<b>Total Account Value</b>	<b>8,187,636.18</b> <b>4,717,113.18</b>
----------------------------	--

**Activity Details**

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/03/17	Bought	100.00		NEW S & P 500 INDEX FEB 03,2017 2325 CALL	4.2000	(\$42,097.27)
01/03/17	Sold	-100.00		NEW S & P 500 INDEX FEB 03,2017 2275 CALL	19.2000	\$191,902.73
01/03/17	Bought	100.00		NEW S & P 500 INDEX FEB 03,2017 2175 PUT	11.2000	(\$112,097.28)
01/03/17	Sold	-100.00		NEW S & P 500 INDEX FEB 03,2017 2225 PUT	20.7000	\$206,902.72
01/03/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5050 CALL	28.1000	(\$140,548.64)
01/03/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	45.1000	\$225,451.36
01/03/17	Bought	50.00		NEW S & P 500 INDEX JAN 20,2017 2225 CALL	40.9000	(\$204,548.64)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/ SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/03/17	Sold	-50.00		NEW S & P 500 INDEX JAN 20,2017 2325 CALL	1.1000	\$5,451.36
01/03/17	Bought	50.00		NEW S & P 500 INDEX JAN 20,2017 2300 CALL	2.8800	(\$14,448.64)
01/03/17	Sold	-50.00		NEW S & P 500 INDEX JAN 20,2017 2350 CALL	0.4800	\$2,351.36
01/03/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5150 CALL	12.8400	(\$64,248.63)
01/03/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5100 CALL	21.1400	\$105,651.37
01/03/17	Bought	3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5050 CALL	5.8500	(\$1,757.92)
01/03/17	Bought	3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5050 CALL	5.8700	(\$1,763.92)
01/03/17	Bought	2.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5050 CALL	5.8800	(\$1,177.94)
01/03/17	Bought	29.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5050 CALL	5.9100	(\$17,167.21)
01/03/17	Bought	13.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5050 CALL	6.0100	(\$7,825.63)
01/03/17	Sold	-3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5150 CALL	1.1000	\$327.08
01/03/17	Sold	-3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5150 CALL	1.1200	\$333.08
01/03/17	Sold	-2.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5150 CALL	1.1300	\$224.06
01/03/17	Sold	-29.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5150 CALL	1.1600	\$3,335.79
01/03/17	Sold	-13.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5150 CALL	1.2600	\$1,625.37
01/03/17	Bought	50.00		NEW S & P 500 INDEX FEB 17,2017 2350 CALL	2.7800	(\$13,948.64)
01/03/17	Sold	-50.00		NEW S & P 500 INDEX FEB 17,2017 2300 CALL	11.2800	\$56,351.36
01/04/17	Bought	50.00		NEW S & P 500 INDEX JAN 20,2017 2225 PUT	6.8500	(\$34,298.64)
01/04/17	Sold	-50.00		NEW S & P 500 INDEX JAN 20,2017 2125 PUT	0.9500	\$4,701.36

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/04/17	Bought	1.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.1500	(\$1,415.97)
01/04/17	Bought	7.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.2000	(\$9,946.81)
01/04/17	Bought	30.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.2300	(\$42,719.18)
01/04/17	Bought	4.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.3300	(\$5,735.89)
01/04/17	Bought	4.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.4000	(\$5,763.89)
01/04/17	Bought	32.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.4400	(\$46,239.13)
01/04/17	Bought	21.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.5000	(\$30,470.43)
01/04/17	Bought	1.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4775 PUT	14.6500	(\$1,465.97)
01/04/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.4000	\$639.03
01/04/17	Sold	-7.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.4500	\$4,508.19
01/04/17	Sold	-30.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.4800	\$19,410.82
01/04/17	Sold	-4.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.5800	\$2,628.11
01/04/17	Sold	-4.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.6500	\$2,656.11
01/04/17	Sold	-32.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.6900	\$21,376.87
01/04/17	Sold	-21.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.7500	\$14,154.57
01/04/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4675 PUT	6.9000	\$689.03
01/04/17	Bought	50.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1295 PUT	2.2500	(\$11,298.64)
01/04/17	Sold	-50.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1245 PUT	0.7500	\$3,701.36
01/04/17	Bought	50.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1300 PUT	2.3000	(\$11,548.64)



Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/04/17	Sold	-50.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1250 PUT	0.7000	\$3,451.36
01/04/17	Bought	47.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1250 PUT	6	(\$28,245.71)
01/04/17	Bought	3.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1250 PUT	6.0100	(\$1,805.92)
01/04/17	Sold	-47.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1300 PUT	11.5500	\$54,239.29
01/04/17	Sold	-3.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1300 PUT	11.5600	\$3,465.08
01/04/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5175 CALL	12.4500	(\$62,298.64)
01/04/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5125 CALL	21.1500	\$105,701.36
01/05/17	Bought	3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4800 PUT	11.3500	(\$3,407.92)
01/05/17	Bought	47.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4800 PUT	11.4000	(\$53,625.72)
01/05/17	Sold	-3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4750 PUT	7.2500	\$2,172.08
01/05/17	Sold	-47.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4750 PUT	7.3000	\$34,264.28
01/06/17	Bought	93.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4725 PUT	3.1800	(\$29,664.40)
01/06/17	Sold	-7.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4625 PUT	1.1500	\$798.19
01/06/17	Bought	7.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4725 PUT	2.9500	(\$2,071.81)
01/06/17	Sold	-93.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4625 PUT	1.3800	\$12,743.60
01/06/17	Bought	50.00		NEW S & P 500 INDEX JAN 20,2017 2220 PUT	2.8700	(\$14,398.64)
01/06/17	Sold	-50.00		NEW S & P 500 INDEX JAN 20,2017 2170 PUT	0.8700	\$4,301.36
01/06/17	Bought	34.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4850 PUT	7.9000	(\$26,893.08)
01/06/17	Bought	66.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4850 PUT	7.9500	(\$52,534.15)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/06/17	Sold	-34.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4750 PUT	2.9000	\$9,826.92
01/06/17	Sold	-66.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4750 PUT	2.9500	\$19,405.85
01/06/17	Bought	33.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4700 PUT	5.6000	(\$18,512.10)
01/06/17	Bought	17.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4700 PUT	5.6500	(\$9,621.52)
01/06/17	Sold	-33.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4600 PUT	2.9500	\$9,702.90
01/06/17	Sold	-17.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4600 PUT	3	\$5,083.48
01/06/17	Bought	100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4850 PUT	45.4000	(\$454,097.28)
01/06/17	Sold	-100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4900 PUT	56.6500	\$566,402.72
01/06/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 CALL	50.6500	(\$253,298.63)
01/06/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 CALL	50.8500	(\$254,298.64)
01/06/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 CALL	74.3500	\$371,701.37
01/06/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 CALL	74.5500	\$372,701.36
01/06/17	Bought	9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4820 PUT	5	(\$4,508.76)
01/06/17	Bought	41.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4820 PUT	5.0500	(\$20,744.88)
01/06/17	Sold	-9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4770 PUT	3	\$2,691.24
01/06/17	Sold	-41.00		CBOE NASDAQ 100 INDEX JAN 20,2017 4770 PUT	3.0500	\$12,465.12
01/06/17	Bought	37.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5200 CALL	10.8500	(\$40,180.99)
01/06/17	Bought	13.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5200 CALL	11.1500	(\$14,507.64)
01/06/17	Sold	-37.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5100 CALL	34.8500	\$128,909.01

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/06/17	Sold	-13.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5100 CALL	35.1500	\$45,682.36
01/09/17	Bought	44.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4600 PUT	12.3000	(\$54,162.79)
01/09/17	Bought	56.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4600 PUT	12.3500	(\$69,214.48)
01/09/17	Sold	-44.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4550 PUT	9.7500	\$42,857.21
01/09/17	Sold	-56.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4550 PUT	9.8000	\$54,825.52
01/09/17	Bought	5.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5000 CALL	52.2000	(\$26,104.86)
01/09/17	Bought	74.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5000 CALL	52.1000	(\$385,611.99)
01/09/17	Bought	9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5000 CALL	52.4000	(\$47,168.76)
01/09/17	Bought	9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5000 CALL	52.4500	(\$47,213.76)
01/09/17	Bought	3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5000 CALL	52.5500	(\$15,767.92)
01/09/17	Sold	-74.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5100 CALL	9.9000	\$73,188.01
01/09/17	Sold	-5.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5100 CALL	10	\$4,995.14
01/09/17	Sold	-9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5100 CALL	10.2000	\$9,171.24
01/09/17	Sold	-9.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5100 CALL	10.2500	\$9,216.24
01/09/17	Sold	-3.00		CBOE NASDAQ 100 INDEX JAN 20,2017 5100 CALL	10.3500	\$3,102.08
01/09/17	Bought	100.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	31.3000	(\$313,097.28)
01/09/17	Sold	-100.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	79.6500	\$796,402.72
01/09/17	Bought	10.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1370 CALL	8.1500	(\$8,159.73)
01/09/17	Bought	90.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1370 CALL	8.1600	(\$73,527.55)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/09/17	Sold	-90.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1420 CALL	0.5600	\$4,952.45
01/09/17	Sold	-10.00		CBOE RUSSELL 2000 INDEX-RUT JAN 20,2017 1420 CALL	0.5700	\$560.27
01/09/17	Bought	100.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1450 CALL	2.2800	(\$22,897.28)
01/09/17	Sold	-25.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1400 CALL	10.8300	\$27,050.68
01/09/17	Sold	-75.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1400 CALL	10.8500	\$81,302.04
01/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4750 PUT	26.5500	(\$2,659.77)
01/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4800 PUT	33.5500	\$3,350.23
01/10/17	Bought	100.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4850 PUT	10	(\$100,097.26)
01/10/17	Sold	-100.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4800 PUT	6.4000	\$63,902.74
01/10/17	Bought	20.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4775 PUT	26.1700	(\$52,359.46)
01/10/17	Bought	80.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4775 PUT	26.2000	(\$209,677.82)
01/10/17	Sold	-20.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4825 PUT	33.4200	\$66,820.54
01/10/17	Sold	-80.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4825 PUT	33.4500	\$267,522.18
01/11/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4800 PUT	26.3000	(\$2,634.77)
01/11/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4750 PUT	20.4000	\$2,035.23
01/11/17	Bought	28.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	39.1000	(\$109,507.24)
01/11/17	Bought	46.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	39.1500	(\$180,134.75)
01/11/17	Bought	21.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	39.2000	(\$82,340.43)
01/11/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	39.3000	(\$3,930.97)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
01/11/17	Bought	4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	39.3500	(\$15,743.88)
01/11/17	Sold	-28.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	50.2000	\$140,532.76
01/11/17	Sold	-46.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	50.2500	\$231,105.25
01/11/17	Sold	-21.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	50.3000	\$105,609.57
01/11/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	50.4000	\$5,039.03
01/11/17	Sold	-4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	50.4500	\$20,176.12
01/12/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	77.9500	(\$389,798.63)
01/12/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5050 CALL	49.5500	\$247,701.37
01/12/17	Bought	12.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	43.6000	(\$52,331.66)
01/12/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	43.5500	(\$26,135.83)
01/12/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	43.6500	(\$4,365.97)
01/12/17	Bought	26.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	43.7500	(\$113,775.27)
01/12/17	Bought	5.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	44.0500	(\$22,029.86)
01/12/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	56.2500	\$33,744.17
01/12/17	Sold	-12.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	56.3000	\$67,548.34
01/12/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	56.3500	\$5,634.03
01/12/17	Sold	-5.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	56.7500	\$28,370.14
01/12/17	Sold	-26.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	56.4500	\$146,744.73
01/12/17	Bought	28.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4850 PUT	27.6000	(\$77,307.24)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
01/12/17	Bought	72.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4850 PUT	27.6500	(\$199,150.05)
01/12/17	Sold	-28.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4900 PUT	37	\$103,572.76
01/12/17	Sold	-72.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4900 PUT	37.0500	\$266,689.95
01/13/17	Bought	100.00		NEW S & P 500 INDEX FEB 03,2017 2225 PUT	6.4000	(\$64,097.28)
01/13/17	Sold	-100.00		NEW S & P 500 INDEX FEB 03,2017 2175 PUT	2.5500	\$25,402.72
01/13/17	Bought	100.00		NEW S & P 500 INDEX FEB 17,2017 2170 PUT	6.5000	(\$65,097.28)
01/13/17	Sold	-100.00		NEW S & P 500 INDEX FEB 17,2017 2220 PUT	12.5000	\$124,902.72
01/19/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	7.7500	(\$4,655.84)
01/19/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	7.8000	(\$4,685.84)
01/19/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	7.9000	(\$790.97)
01/19/17	Bought	31.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	8	(\$24,830.13)
01/19/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	8.0500	(\$4,835.84)
01/19/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	15.7500	\$9,444.16
01/19/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	15.8000	\$9,474.16
01/19/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	15.9000	\$1,589.03
01/19/17	Sold	-31.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	16	\$49,569.87
01/19/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	16.0500	\$9,624.16
01/24/17	Bought	72.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4900 PUT	17.4500	(\$125,710.04)
01/24/17	Bought	25.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4900 PUT	17.5000	(\$43,772.42)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/24/17	Bought	3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4900 PUT	17.6500	(\$5,299.82)
01/24/17	Sold	-72.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4850 PUT	12.6000	\$90,649.96
01/24/17	Sold	-25.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4850 PUT	12.6500	\$31,602.58
01/24/17	Sold	-3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4850 PUT	12.8000	\$3,835.18
01/24/17	Bought	50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1400 CALL	4.2300	(\$21,198.64)
01/24/17	Sold	-50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1450 CALL	0.5900	\$2,901.36
01/24/17	Bought	48.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4825 PUT	9.4900	(\$45,598.69)
01/24/17	Bought	48.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4825 PUT	9.5400	(\$45,837.74)
01/24/17	Bought	4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4825 PUT	10.5000	(\$4,204.85)
01/24/17	Sold	-48.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4775 PUT	6.9900	\$33,505.31
01/24/17	Sold	-48.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4775 PUT	7.0400	\$33,746.26
01/24/17	Sold	-4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4775 PUT	8	\$3,195.15
01/25/17	Bought	50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1300 PUT	3.2900	(\$16,498.64)
01/25/17	Sold	-50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1250 PUT	1.3500	\$6,701.36
01/25/17	Bought	51.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	11.0800	(\$56,557.61)
01/25/17	Bought	49.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4925 PUT	11.2800	(\$55,319.67)
01/25/17	Sold	-51.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	7.9300	\$40,393.39
01/25/17	Sold	-49.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4875 PUT	8.1300	\$39,789.33
01/25/17	Bought	13.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	11.7000	(\$15,222.65)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
01/25/17	Bought	51.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	11.8500	(\$60,484.61)
01/25/17	Bought	5.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	11.9500	(\$5,979.86)
01/25/17	Bought	3.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	12	(\$3,602.92)
01/25/17	Bought	28.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	12.2500	(\$34,327.24)
01/25/17	Sold	-13.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	26.2000	\$34,047.35
01/25/17	Sold	-51.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	26.3500	\$134,335.39
01/25/17	Sold	-5.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	26.4500	\$13,220.14
01/25/17	Sold	-3.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	26.5000	\$7,947.08
01/25/17	Sold	-28.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	26.7500	\$74,872.76
01/25/17	Bought	100.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4900 PUT	4.5000	(\$45,097.28)
01/25/17	Sold	-100.00		CBOE NASDAQ 100 INDEX FEB 10,2017 4850 PUT	2.8000	\$27,902.72
01/25/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4945 PUT	11.5000	(\$57,548.64)
01/25/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 4895 PUT	8.1000	\$40,451.36
01/25/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	58.3000	(\$291,548.63)
01/25/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	135	\$674,951.37
01/26/17	Bought	11.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	180.8000	(\$198,890.70)
01/26/17	Bought	19.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	181.2000	(\$344,298.48)
01/26/17	Bought	2.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	181.3000	(\$36,261.94)
01/26/17	Bought	3.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	181.8500	(\$54,557.92)



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
01/26/17	Bought	1.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	182.3000	(\$18,230.97)
01/26/17	Bought	14.00		CBOE NASDAQ 100 INDEX JAN 27,2017 4975 CALL	183.7000	(\$257,193.62)
01/26/17	Sold	-11.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	81.6000	\$89,749.30
01/26/17	Sold	-19.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	82	\$155,781.52
01/26/17	Sold	-2.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	82.1000	\$16,418.06
01/26/17	Sold	-3.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	82.6500	\$24,792.08
01/26/17	Sold	-1.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	83.1000	\$8,309.03
01/26/17	Sold	-14.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5075 CALL	84.5000	\$118,286.38
01/26/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	64.7500	(\$6,479.77)
01/26/17	Bought	5.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	64.8500	(\$32,426.07)
01/26/17	Bought	12.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	65.3500	(\$78,431.66)
01/26/17	Bought	32.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	65.4000	(\$209,311.13)
01/26/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	143.7500	\$14,370.23
01/26/17	Sold	-5.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	143.8500	\$71,923.93
01/26/17	Sold	-12.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	144.3500	\$173,208.34
01/26/17	Sold	-32.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	144.4000	\$462,048.87
01/27/17	Bought	100.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5000 CALL	174.0700	(\$1,740,708.95)
01/27/17	Sold	-100.00		CBOE NASDAQ 100 INDEX JAN 27,2017 5050 CALL	124.0700	\$1,240,691.05
01/27/17	Bought	100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5000 PUT	12.9500	(\$129,597.27)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
01/27/17	Sold	-100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5050 PUT	19.9500	\$199,402.73
01/27/17	Bought	100.00		NEW S & P 500 INDEX FEB 17,2017 2220 PUT	3.9500	(\$39,597.29)
01/27/17	Sold	-100.00		NEW S & P 500 INDEX FEB 17,2017 2170 PUT	1.9500	\$19,402.71
01/30/17	Bought	50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1400 CALL	3.1500	(\$15,798.64)
01/30/17	Sold	-50.00		CBOE RUSSELL 2000 INDEX-RUT FEB 17,2017 1450 CALL	0.4700	\$2,301.36
01/30/17	Bought	90.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	30.7300	(\$276,657.55)
01/30/17	Bought	7.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	30.9500	(\$21,671.81)
01/30/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	31.1200	(\$9,338.92)
01/30/17	Sold	-90.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	42.4800	\$382,232.45
01/30/17	Sold	-7.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	42.7000	\$29,883.19
01/30/17	Sold	-3.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	42.8700	\$12,858.08
01/30/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	102.0500	(\$510,298.63)
01/30/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	33.0500	\$165,201.37
01/30/17	Bought	100.00		NEW S & P 500 INDEX FEB 03,2017 2275 CALL	10.3000	(\$103,097.28)
01/30/17	Sold	-100.00		NEW S & P 500 INDEX FEB 03,2017 2325 CALL	0.3000	\$2,902.72
01/30/17	Bought	26.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	68.6800	(\$178,593.29)
01/30/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	68.9500	(\$34,479.85)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	69.0700	(\$6,907.97)
01/30/17	Bought	2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	69.1000	(\$13,821.94)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/30/17	Bought	66.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	69.9700	(\$461,866.21)
01/30/17	Sold	-26.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	96.0300	\$249,652.71
01/30/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	96.3000	\$48,145.15
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	96.4200	\$9,641.03
01/30/17	Sold	-2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	96.4500	\$19,288.06
01/30/17	Sold	-66.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	97.3200	\$642,247.79
01/30/17	Bought	9.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.3000	(\$21,878.75)
01/30/17	Bought	7.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.3700	(\$17,065.80)
01/30/17	Bought	3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.4200	(\$7,328.92)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.4700	(\$2,447.97)
01/30/17	Bought	3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.5700	(\$7,373.91)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.5200	(\$2,452.97)
01/30/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.6200	(\$14,777.83)
01/30/17	Bought	15.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.6500	(\$36,989.59)
01/30/17	Bought	5.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.6700	(\$12,339.86)
01/30/17	Bought	4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.7200	(\$9,891.89)
01/30/17	Bought	3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.7300	(\$7,421.92)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.7700	(\$2,477.97)
01/30/17	Bought	31.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.8000	(\$76,910.15)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/STOCK

Date	Activity	Quantity	Symbol	Description	Price	Total
01/30/17	Bought	6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	24.9300	(\$14,963.84)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	25.2000	(\$2,520.97)
01/30/17	Bought	4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	25.2200	(\$10,091.89)
01/30/17	Sold	-9.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	37.7500	\$33,966.25
01/30/17	Sold	-7.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	37.8200	\$26,467.20
01/30/17	Sold	-3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	37.8700	\$11,358.08
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	37.9200	\$3,791.03
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	37.9700	\$3,796.03
01/30/17	Sold	-3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.0200	\$11,403.09
01/30/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.0700	\$22,836.17
01/30/17	Sold	-15.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.1000	\$57,135.41
01/30/17	Sold	-5.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.1200	\$19,055.14
01/30/17	Sold	-4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.1700	\$15,264.11
01/30/17	Sold	-3.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.1800	\$11,451.08
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.2200	\$3,821.03
01/30/17	Sold	-31.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.2500	\$118,544.85
01/30/17	Sold	-6.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.3800	\$23,022.16
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.6500	\$3,864.03
01/30/17	Sold	-4.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	38.6700	\$15,464.11

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
01/30/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2175 PUT	11.8000	(\$59,048.64)
01/30/17	Sold	-50.00		NEW S & P 500 INDEX MAR 17,2017 2225 PUT	19.8500	\$99,201.36
01/30/17	Bought	9.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	13.9000	(\$12,518.75)
01/30/17	Bought	69.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	13.8500	(\$95,632.12)
01/30/17	Bought	10.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	13.9500	(\$13,959.73)
01/30/17	Bought	1.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	14.0500	(\$1,405.97)
01/30/17	Bought	11.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5175 CALL	14.1000	(\$15,520.70)
01/30/17	Sold	-69.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	4.9500	\$34,087.88
01/30/17	Sold	-9.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	5	\$4,491.25
01/30/17	Sold	-10.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	5.0500	\$5,040.27
01/30/17	Sold	-1.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	5.1500	\$514.03
01/30/17	Sold	-11.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5225 CALL	5.2000	\$5,709.30
01/30/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 CALL	22.1900	(\$6,661.82)
01/30/17	Bought	97.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 CALL	22.2000	(\$215,432.46)
01/30/17	Sold	-97.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5225 CALL	35.6000	\$345,227.54
01/30/17	Sold	-3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5225 CALL	35.6200	\$10,681.18
01/30/17	Bought	2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	63.5500	(\$12,714.79)
01/30/17	Bought	21.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	63.6000	(\$133,577.57)
01/30/17	Bought	27.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	63.6500	(\$171,881.26)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/ SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/30/17	Bought	2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	64	(\$12,801.95)
01/30/17	Bought	38.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	64.0500	(\$243,426.95)
01/30/17	Bought	10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	64.3000	(\$64,309.73)
01/30/17	Sold	-2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	80.5500	\$16,105.21
01/30/17	Sold	-21.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	80.6000	\$169,242.43
01/30/17	Sold	-27.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	80.6500	\$217,728.74
01/30/17	Sold	-2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	81	\$16,198.05
01/30/17	Sold	-38.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	81.0500	\$307,953.05
01/30/17	Sold	-10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	81.3000	\$81,290.27
01/30/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5100 CALL	54.5000	(\$272,548.63)
01/30/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5150 CALL	29.7500	\$148,701.37
01/30/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5175 CALL	36.3700	(\$181,898.64)
01/30/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5125 CALL	58.6200	\$293,051.36
01/30/17	Bought	73.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 PUT	52.8000	(\$385,511.01)
01/30/17	Sold	-73.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	69	\$503,628.99
01/31/17	Bought	56.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4925 PUT	40.1500	(\$224,897.33)
01/31/17	Bought	44.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4925 PUT	40.2000	(\$176,919.95)
01/31/17	Sold	-56.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4975 PUT	50.1500	\$280,782.67
01/31/17	Sold	-44.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4975 PUT	50.2000	\$220,840.05

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
01/31/17	Bought	27.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 PUT	61.6000	(\$166,346.27)
01/31/17	Sold	-27.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	79.6500	\$215,028.73
01/31/17	Bought	10.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	86.1000	(\$86,109.73)
01/31/17	Bought	40.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5025 CALL	86.2700	(\$345,118.91)
01/31/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5125 CALL	23.5000	\$117,451.36
01/31/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 24,2017 5125 CALL	43.2500	(\$216,298.64)
01/31/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 24,2017 5075 CALL	70.2500	\$351,201.36

OTHER

Date	Activity	Quantity	Symbol	Description	Total
01/05/17	Cash Disbursed			ACH WITHDRAWAL	(\$100,000.00)
01/05/17	Journal			CREDIT INTEREST- DEC 16	\$33.70
01/05/17	Journal			*FROM MARGIN*	\$99,966.30
01/05/17	Journal			*TO CASH*	(\$99,966.30)
01/06/17	Journal			FREE CREDIT INTEREST- DEC 16	\$54.86
01/17/17	Cash Disbursed			ACH WITHDRAWAL	(\$100,000.00)
01/17/17	Journal			*FROM MARGIN*	\$99,945.14
01/17/17	Journal			*TO CASH*	(\$99,945.14)
01/24/17	Cash Disbursed			ACH WITHDRAWAL	(\$200,000.00)
01/24/17	Journal			*FROM MARGIN*	\$200,000.00
01/24/17	Journal			*TO CASH*	(\$200,000.00)
01/26/17	Cash Disbursed			ACH WITHDRAWAL	(\$200,000.00)
01/26/17	Journal			*FROM MARGIN*	\$200,000.00
01/26/17	Journal			*TO CASH*	(\$200,000.00)
01/30/17	Cash Disbursed			ACH WITHDRAWAL	(\$500,000.00)
01/30/17	Journal			*FROM MARGIN*	\$500,000.00
01/30/17	Journal			*TO CASH*	(\$500,000.00)
01/31/17	Cash Disbursed			ACH WITHDRAWAL	(\$700,000.00)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

OTHER						
Date	Activity	Quantity	Symbol	Description		Total
01/31/17	Journal			*FROM MARGIN*		\$700,000.00
01/31/17	Journal			*TO CASH*		(\$700,000.00)

\* End of Statement \*



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

123887 123887 25102 P  
WAMMEL GROUP LLC  
3 MARINERS LANE  
KEMAH, TX 77565

**CUSTOMER SERVICE AND  
ACCOUNT INFORMATION**

---

**TELEPHONE**

**888.280.8020** GENERAL SUPPORT  
M-F, 9AM-10PM EDT

**888.280.6505** TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

**877.280.6040** FUTURES SUPPORT  
24 HOURS, **SU** 5:30PM-F 5:30PM EDT

**Visit Our Web Site:**  
[www.optionsXpress.com](http://www.optionsXpress.com)

**Market Monitor**

---

<b>Rates</b>	<b>Yield</b>
Deposit Accounts: Interest Rate as of 02/28	0.03%

<b>Indices</b>	<b>Year to Date Change</b>
Dow Jones Industrial Average	5.31%
Standard & Poor's 500 Index	5.57%
NASDAQ Composite Index	8.22%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

### General Information

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

### Transactions Settling this period

The dates shown on purchase and sale transactions are trade dates.

### Margin Clients

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

### Transaction Charges

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

### Cash

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

### Bank Sweep Feature

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

### Federal Deposit Insurance Corporation (FDIC)

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

### Portfolio Summary

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or inactive or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

### Asset Allocation

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

### Dividends

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

### Interest

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

### Debit Interest

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

### Errors

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

### Electronic Fund Transfers

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

### Reportable to the Internal Revenue Service (IRS)

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

### Custody of Securities

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

### Custody and Clearing Services

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

### Statement Frequency

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

### Securities Products and Services

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

### Financial Statement

Our most recent audited financial statements are available upon written request.

### Order Flow

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

### Change of Address

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

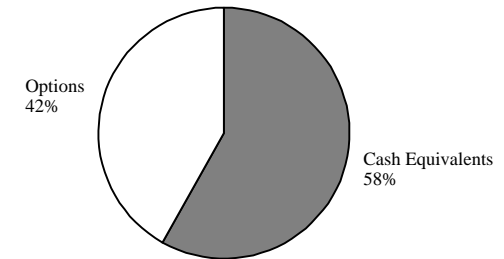
**Account Value Summary**

Cash	\$8,251,761.93
Options	(\$5,944,033.25)
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$2,307,728.68</b>

**Change in Value Summary**

Change in Value Since Jan. 2017	(\$2,409,384.50)
Change in Value Since Dec. 2016	(\$4,832,690.46)

**Asset Allocation**



**Account Activity Summary**

Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$8,187,636.18</b>	
Assets Bought	-19,686,849.77	
Assets Sold Redeemed	20,275,901.23	
Other Activity	-524,925.71	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$8,251,761.93</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

<i>Acct Type</i>	<i>Description</i>	<i>Quantity Long/Short</i>	<i>Price</i>	<i>Market Value</i>
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5125 CALL	50 S	206.9214	-1,034,607.00
2	CBOE NASDAQ 100 INDEX MAR 03,2017 5175 CALL	50 L	157.3740	786,870.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	100 S	284.8566	-2,848,566.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5120 CALL	50 S	215.8919	-1,079,459.50
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	100 L	186.5859	1,865,859.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5220 CALL	50 L	120.2452	601,226.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5100 CALL	100 S	245.1915	-2,451,915.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5060 CALL	100 S	275.0045	-2,750,045.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	100 S	240.2133	-2,402,133.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	75 S	216.4292	-1,623,219.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5125 CALL	50 S	222.2211	-1,111,105.50
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	100 L	193.1740	1,931,740.00
2	CBOE NASDAQ 100 INDEX MAR 10,2017 5160 CALL	100 L	176.8590	1,768,590.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	75 L	170.2361	1,276,770.75
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5175 CALL	50 L	177.5067	887,533.50
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5200 CALL	50 S	148.0115	-740,057.50

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5225 CALL	100 S	126.6926	-1,266,926.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5250 CALL	50 L	106.3744	531,872.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5275 CALL	100 L	87.5314	875,314.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	100 S	70.0788	-700,788.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	100 L	41.0969	410,969.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5150 CALL	100 L	199.5236	1,995,236.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5200 PUT	100 L	22.9631	229,631.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	100 L	12.1580	121,580.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5250 PUT	100 S	32.7624	-327,624.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	100 L	30.2002	302,002.00
2	CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	100 S	47.1643	-471,643.00
2	CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	100 S	16.4645	-164,645.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5150 CALL	50 S	227.5474	-1,137,737.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5200 CALL	50 L	188.0465	940,232.50
2	CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	100 L	52.6493	526,493.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	100 S	65.8488	-658,488.00

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	NEW S & P 500 INDEX MAR 17,2017 2350 CALL	50 L	29.2971	146,485.50
2	NEW S & P 500 INDEX MAR 17,2017 2300 CALL	50 S	69.1254	-345,627.00
2	NEW S & P 500 INDEX APR 21,2017 2275 PUT	50 S	15.4398	-77,199.00
2	NEW S & P 500 INDEX APR 21,2017 2225 PUT	50 L	9.8694	49,347.00

Option position pricing is based on Options Clearing Corp. (OCC) data approximating value and may not reflect actual market pricing

**Sweep Balances and Cash**

<b>Total Account Value</b>	<b>8,251,761.93</b> <b>2,307,728.68</b>
----------------------------	--

**Activity Details**

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
02/02/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5025 CALL	126.7500	(\$633,798.64)
02/02/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	53.6500	\$268,201.36
02/02/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	71.1500	(\$711,597.28)
02/02/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	137.7600	\$1,377,502.72
02/02/17	Bought	2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	68.6000	(\$13,721.94)
02/02/17	Bought	30.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	68.3000	(\$204,925.38)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/ SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
02/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	68.3500	(\$6,839.77)
02/02/17	Sold	-30.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	96.7000	\$290,074.62
02/02/17	Bought	42.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	68.6500	(\$288,370.84)
02/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	96.7500	\$9,670.23
02/02/17	Sold	-2.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	97	\$19,398.06
02/02/17	Sold	-42.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	97.0500	\$407,569.16
02/02/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5030 PUT	38.3700	(\$383,797.28)
02/02/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5080 PUT	50.6200	\$506,102.72
02/02/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4900 PUT	27	(\$8,104.82)
02/02/17	Bought	72.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4900 PUT	27.0500	(\$194,828.12)
02/02/17	Sold	-3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4950 PUT	34	\$10,195.18
02/02/17	Sold	-72.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4950 PUT	34.0500	\$245,091.88
02/02/17	Bought	82.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	139.9500	(\$1,147,669.77)
02/02/17	Bought	9.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	148.9000	(\$134,018.76)
02/02/17	Bought	9.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5000 CALL	151.2000	(\$136,088.76)
02/02/17	Sold	-9.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	51.2500	\$46,116.24
02/02/17	Sold	-82.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	42.3000	\$346,780.23
02/02/17	Sold	-9.00		CBOE NASDAQ 100 INDEX FEB 03,2017 5100 CALL	53.5500	\$48,186.24
02/02/17	Bought	24.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5160 CALL	61.1500	(\$146,783.35)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
02/02/17	Bought	76.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5160 CALL	61.8000	(\$469,753.93)
02/02/17	Sold	-24.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5060 CALL	124.2500	\$298,176.65
02/02/17	Sold	-76.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5060 CALL	124.9000	\$949,166.07
02/02/17	Bought	36.00		CBOE NASDAQ 100 INDEX MAR 10,2017 4970 PUT	29.2200	(\$105,227.02)
02/02/17	Bought	14.00		CBOE NASDAQ 100 INDEX MAR 10,2017 4970 PUT	29.2300	(\$40,935.62)
02/02/17	Bought	20.00		CBOE NASDAQ 100 INDEX MAR 10,2017 4970 PUT	29.3200	(\$58,659.46)
02/02/17	Sold	-36.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5070 PUT	51.1700	\$184,176.98
02/02/17	Bought	30.00		CBOE NASDAQ 100 INDEX MAR 10,2017 4970 PUT	29.4000	(\$88,229.19)
02/02/17	Sold	-14.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5070 PUT	51.1800	\$71,638.38
02/02/17	Sold	-20.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5070 PUT	51.2700	\$102,520.54
02/02/17	Sold	-30.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5070 PUT	51.3500	\$154,020.81
02/06/17	Bought	71.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	11.9500	(\$84,914.08)
02/06/17	Bought	29.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 PUT	12	(\$34,828.20)
02/06/17	Sold	-71.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	6.6500	\$47,145.92
02/06/17	Sold	-29.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 PUT	6.7000	\$19,401.80
02/07/17	Bought	18.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5050 PUT	4.4000	(\$7,937.50)
02/07/17	Bought	19.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5050 PUT	4.4300	(\$8,435.48)
02/07/17	Bought	63.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5050 PUT	4.4500	(\$28,096.27)
02/07/17	Sold	-18.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5000 PUT	2.7000	\$4,842.50



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/07/17	Sold	-19.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5000 PUT	2.7300	\$5,168.52
02/07/17	Sold	-63.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5000 PUT	2.7500	\$17,263.73
02/07/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	26.6900	(\$8,011.82)
02/07/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5050 PUT	34.6000	\$345,902.72
02/07/17	Bought	97.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	26.7900	(\$259,955.46)
02/08/17	Bought	80.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	15.5200	(\$124,237.81)
02/08/17	Bought	20.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5050 PUT	15.5500	(\$31,119.43)
02/08/17	Sold	-80.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	10.9700	\$87,682.19
02/08/17	Sold	-20.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	11	\$21,980.57
02/09/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5220 CALL	48.9500	(\$244,798.64)
02/09/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5120 CALL	113.9500	\$569,701.36
02/09/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5070 PUT	19.9500	(\$199,597.26)
02/09/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 4970 PUT	10.5000	\$104,902.74
02/09/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	7.7000	(\$77,097.24)
02/09/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5100 PUT	15.9500	\$159,402.76
02/10/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5100 CALL	125.1100	(\$625,558.95)
02/10/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 10,2017 5200 CALL	25.1100	\$125,541.05
02/10/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2225 PUT	7.4000	(\$37,048.65)
02/10/17	Sold	-50.00		NEW S & P 500 INDEX MAR 17,2017 2175 PUT	4.1000	\$20,451.35

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/10/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	20.1500	(\$201,597.28)
02/10/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 PUT	13.8000	\$137,902.72
02/10/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	20.1500	(\$201,597.28)
02/10/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 PUT	29.2500	\$292,402.72
02/10/17	Bought	54.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25	(\$135,052.53)
02/10/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25.0500	(\$12,529.85)
02/10/17	Bought	10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25.1000	(\$25,109.72)
02/10/17	Bought	22.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25.2000	(\$55,461.39)
02/10/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25.3000	(\$12,653.91)
02/10/17	Bought	4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5075 PUT	25.3500	(\$10,144.84)
02/10/17	Sold	-54.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.5000	\$99,847.47
02/10/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.5500	\$9,270.15
02/10/17	Sold	-10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.6000	\$18,590.28
02/10/17	Sold	-22.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.7000	\$41,118.61
02/10/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.8000	\$9,396.09
02/10/17	Sold	-4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5025 PUT	18.8500	\$7,535.16
02/10/17	Bought	4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4975 PUT	14.1500	(\$5,663.89)
02/10/17	Bought	96.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4975 PUT	14.2000	(\$136,413.38)
02/10/17	Sold	-4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4925 PUT	10.9500	\$4,376.11

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/STOCK**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/10/17	Sold	-96.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4925 PUT	11	\$105,506.62
02/10/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.4500	(\$9,229.86)
02/10/17	Bought	12.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.5000	(\$22,211.64)
02/10/17	Bought	72.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.7500	(\$135,070.04)
02/10/17	Bought	4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.7000	(\$7,483.89)
02/10/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.8000	(\$1,880.97)
02/10/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.4500	\$16,720.14
02/10/17	Bought	6.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	18.5500	(\$11,135.84)
02/10/17	Sold	-12.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.5000	\$40,188.36
02/10/17	Sold	-6.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.5500	\$20,124.16
02/10/17	Sold	-4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.7000	\$13,476.11
02/10/17	Sold	-72.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.7500	\$242,929.96
02/10/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	33.8000	\$3,379.03
02/10/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2200 PUT	5.5500	(\$27,798.64)
02/10/17	Sold	-50.00		NEW S & P 500 INDEX MAR 17,2017 2250 PUT	10.6000	\$52,951.36
02/13/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5080 PUT	13.2500	(\$132,597.28)
02/13/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5030 PUT	9.3000	\$92,902.72
02/13/17	Bought	91.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 PUT	23.5800	(\$214,666.50)
02/13/17	Bought	9.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 PUT	23.6800	(\$21,320.76)

PO Box 2197 Chicago, IL 60690-9414 1-888-280-8020 www.optionsxpress.com

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
02/13/17	Sold	-91.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 PUT	32.6300	\$296,844.50
02/13/17	Sold	-9.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 PUT	32.7300	\$29,448.24
02/13/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4950 PUT	10.5200	(\$5,264.86)
02/13/17	Bought	70.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4950 PUT	10.5500	(\$73,918.10)
02/13/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4900 PUT	8.2700	\$4,130.14
02/13/17	Sold	-70.00		CBOE NASDAQ 100 INDEX MAR 17,2017 4900 PUT	8.3000	\$58,031.90
02/14/17	Bought	67.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5100 PUT	5.9200	(\$39,729.18)
02/14/17	Bought	33.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5100 PUT	5.9700	(\$19,733.08)
02/14/17	Sold	-67.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	3.3700	\$22,513.82
02/14/17	Sold	-33.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5000 PUT	3.4200	\$11,253.92
02/16/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5175 CALL	166.9000	(\$834,548.64)
02/16/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5125 CALL	209.1500	\$1,045,701.36
02/16/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 CALL	190.1500	(\$1,901,597.28)
02/16/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 CALL	233.6500	\$2,336,402.72
02/16/17	Bought	23.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	64.7500	(\$148,947.37)
02/16/17	Bought	59.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	65.0500	(\$383,852.40)
02/16/17	Bought	18.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	65.2500	(\$117,467.52)
02/16/17	Sold	-23.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	79.6500	\$183,172.63
02/16/17	Sold	-59.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	79.9500	\$471,647.60

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
02/16/17	Sold	-18.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	80.1500	\$144,252.48
02/16/17	Bought	10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5050 PUT	12	(\$12,009.73)
02/16/17	Bought	64.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5050 PUT	12.0500	(\$77,182.19)
02/16/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5050 PUT	12.1000	(\$1,210.97)
02/16/17	Bought	25.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5050 PUT	12.1500	(\$30,399.31)
02/16/17	Sold	-10.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	9.2000	\$9,190.27
02/16/17	Sold	-64.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	9.2500	\$59,137.81
02/16/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	9.3000	\$929.03
02/16/17	Sold	-25.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5000 PUT	9.3500	\$23,350.69
02/16/17	Bought	24.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5250 CALL	100.5000	(\$241,223.35)
02/16/17	Bought	6.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5250 CALL	100.5500	(\$60,335.83)
02/16/17	Bought	20.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5250 CALL	100.7000	(\$201,419.46)
02/16/17	Sold	-24.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5200 CALL	138	\$331,176.65
02/16/17	Sold	-20.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5200 CALL	138.2000	\$276,380.54
02/16/17	Sold	-6.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5200 CALL	138.0500	\$82,824.17
02/16/17	Bought	41.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	21.2500	(\$87,164.89)
02/16/17	Bought	17.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	21.7000	(\$36,906.52)
02/16/17	Bought	42.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	21.8500	(\$91,810.84)
02/16/17	Sold	-41.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	28.2500	\$115,785.11

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/16/17	Sold	-17.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	28.7000	\$48,773.48
02/16/17	Sold	-42.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	28.8500	\$121,129.16
02/16/17	Bought	50.00		NEW S & P 500 INDEX FEB 17,2017 2300 CALL	45.6400	(\$228,248.64)
02/16/17	Sold	-50.00		NEW S & P 500 INDEX FEB 17,2017 2350 CALL	1.3400	\$6,651.36
02/16/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2350 CALL	20.5800	(\$102,948.64)
02/16/17	Sold	-50.00		NEW S & P 500 INDEX MAR 17,2017 2300 CALL	54.9800	\$274,851.36
02/17/17	Bought	100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5025 CALL	269.8300	(\$2,698,308.95)
02/17/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5125 CALL	169.8300	(\$849,158.95)
02/17/17	Bought	50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5200 CALL	94.8300	(\$474,158.95)
02/17/17	Sold	-100.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5075 CALL	219.8300	\$2,198,291.05
02/17/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5175 CALL	119.8300	\$599,141.05
02/17/17	Sold	-50.00		CBOE NASDAQ 100 INDEX FEB 17,2017 5250 CALL	44.8300	\$224,141.05
02/21/17	Bought	52.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 PUT	7.3000	(\$38,010.58)
02/21/17	Bought	48.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 PUT	7.3500	(\$35,326.69)
02/21/17	Sold	-52.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	5.2500	\$27,249.42
02/21/17	Sold	-48.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5100 PUT	5.3000	\$25,393.31
02/21/17	Bought	50.00		NEW S & P 500 INDEX APR 21,2017 2225 PUT	10	(\$50,048.64)
02/21/17	Sold	-50.00		NEW S & P 500 INDEX APR 21,2017 2275 PUT	15.6500	\$78,201.36
02/21/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2250 PUT	3.6000	(\$18,048.64)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/21/17	Sold	-50.00		NEW S & P 500 INDEX	2.1500	\$10,701.36
02/21/17	Bought	100.00		MAR 17,2017 2200 PUT CBOE NASDAQ 100 INDEX	23.1500	(\$231,597.28)
02/21/17	Sold	-100.00		MAR 24,2017 5200 PUT CBOE NASDAQ 100 INDEX	32	\$319,902.72
02/21/17	Bought	14.00		MAR 24,2017 5250 PUT CBOE NASDAQ 100 INDEX	10.8500	(\$15,203.61)
02/21/17	Bought	31.00		MAR 17,2017 5150 PUT CBOE NASDAQ 100 INDEX	10.9000	(\$33,820.14)
02/21/17	Bought	30.00		MAR 17,2017 5150 PUT CBOE NASDAQ 100 INDEX	10.9500	(\$32,879.14)
02/21/17	Bought	15.00		MAR 17,2017 5150 PUT CBOE NASDAQ 100 INDEX	11	(\$16,514.59)
02/21/17	Sold	-14.00		MAR 17,2017 5150 PUT CBOE NASDAQ 100 INDEX	7.9500	\$11,116.39
02/21/17	Sold	-31.00		MAR 17,2017 5100 PUT CBOE NASDAQ 100 INDEX	8	\$24,769.86
02/21/17	Sold	-30.00		MAR 17,2017 5100 PUT CBOE NASDAQ 100 INDEX	8.0500	\$24,120.86
02/21/17	Sold	-15.00		MAR 17,2017 5100 PUT CBOE NASDAQ 100 INDEX	8.1000	\$12,135.41
02/22/17	Bought	10.00		MAR 17,2017 5100 PUT CBOE NASDAQ 100 INDEX	10.5500	(\$10,559.73)
02/22/17	Sold	-10.00		MAR 17,2017 5150 PUT CBOE NASDAQ 100 INDEX	7.5500	\$7,540.27
02/23/17	Bought	32.00		MAR 17,2017 5100 PUT CBOE NASDAQ 100 INDEX	205.8700	(\$658,815.13)
02/23/17	Bought	18.00		APR 21,2017 5200 CALL CBOE NASDAQ 100 INDEX	205.9100	(\$370,655.51)
02/23/17	Sold	-18.00		APR 21,2017 5200 CALL CBOE NASDAQ 100 INDEX	246.3400	\$443,394.49
02/23/17	Sold	-32.00		APR 21,2017 5150 CALL CBOE NASDAQ 100 INDEX	246.4000	\$788,448.87
02/24/17	Bought	50.00		APR 21,2017 5150 CALL CBOE NASDAQ 100 INDEX	240.1400	(\$1,200,708.95)
02/24/17	Sold	-50.00		FEB 24,2017 5075 CALL CBOE NASDAQ 100 INDEX	190.1400	\$950,691.05
				FEB 24,2017 5125 CALL		

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
02/27/17	Bought	22.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	33.2100	(\$73,083.40)
02/27/17	Bought	78.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	33.2500	(\$259,425.88)
02/27/17	Sold	-78.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	50.4500	\$393,434.12
02/27/17	Sold	-22.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	50.4900	\$111,056.60

**OTHER**

Date	Activity	Quantity	Symbol	Description	Total
02/03/17	Journal			CREDIT INTEREST - JAN 17	\$19.79
02/03/17	Journal			FREE CREDIT INTEREST - JAN 17	\$54.50
02/07/17	Cash Received			ACH DEPOSIT	\$185,000.00
02/22/17	Cash Disbursed			ACH WITHDRAWAL	(\$10,000.00)
02/28/17	Cash Disbursed			ACH WITHDRAWAL	(\$700,000.00)
02/28/17	Journal			*FROM MARGIN*	\$524,925.71
02/28/17	Journal			*TO CASH*	(\$524,925.71)

**\* End of Statement \***



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

250279 250279 57442 P  
WAMMEL GROUP LLC  
3 MARINERS LANE  
KEMAH, TX 77565

**CUSTOMER SERVICE AND  
ACCOUNT INFORMATION**

---

**TELEPHONE**

**888.280.8020** GENERAL SUPPORT  
M-F, 9AM-10PM EDT

**888.280.6505** TRADER SUPPORT  
M-F, 9AM-5:30PM EDT

**877.280.6040** FUTURES SUPPORT  
24 HOURS, **SU** 5:30PM-F 5:30PM EDT

**Visit Our Web Site:**  
[www.optionsXpress.com](http://www.optionsXpress.com)

**Market Monitor**

---

<b>Rates</b>	<b>Yield</b>
Deposit Accounts: Interest Rate as of 03/31	0.05%

<b>Indices</b>	<b>Year to Date Change</b>
Dow Jones Industrial Average	4.56%
Standard & Poor's 500 Index	5.53%
NASDAQ Composite Index	9.82%

optionsXpress, Inc. (Member SIPC) and Charles Schwab & Co., Inc. (Member SIPC) are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation.

**General Information**

Please retain this account statement for your records, as it contains information that may be needed to verify entries appearing on subsequent account statements or for income tax purposes. All transactions are subject to the rules, regulations, requirements (including margin requirements) and customs of the Federal Reserve Board, the Securities Exchange Commission, the exchange or market (and its clearing house, if any) where executed, any association whose rules and regulations govern transactions in said market, and to all terms of the Account Agreement and all written agreements between you and us. Terms defined in your Account Agreement have the same meaning when used here.

**Transactions Settling this period**

The dates shown on purchase and sale transactions are trade dates.

**Margin Clients**

This is a combined statement of your Margin Account and Special Memorandum Account carried for you under Section 220.06 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection upon request.

**Transaction Charges**

Further information with respect to commissions and other charges related to the execution of listed options and other transactions has been included in the confirmations of such transactions previously furnished to you. Such information will be made available to you promptly upon request.

**Cash**

Any Free Credit Balance owed by us to you is payable upon demand. Although accounted for on our books and records, these funds are not segregated and may be used in the conduct of our business.

**Bank Sweep Feature**

optionsXpress acts as your agent and custodian in establishing and maintaining Deposit Accounts at your Sweep Bank as described in your Account Agreement. Deposit Accounts held through the Bank Sweep feature constitute direct obligations of your Sweep Bank and are not obligations of optionsXpress. optionsXpress may be compensated by the Sweep Banks participating in the Bank Sweep feature. Deposit Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the Bank Sweep feature, please refer to the Cash Features Disclosure Statement available online or from an optionsXpress representative.

**Federal Deposit Insurance Corporation (FDIC)**

The FDIC insures funds in Deposit Accounts at each Sweep Bank. Funds in Deposit Accounts held through individual and IRA Accounts, and an individual's interest in a joint Account are eligible for FDIC insurance up to a total of \$250,000 including principal and accrued interest when aggregated with all other deposits held by the depositor in the same insurable capacity at the same Sweep Bank.

**Portfolio Summary**

The month end valuation of your portfolio is for guidance only and does not necessarily reflect prices at which each position could have been sold or if short, covered on the valuation date. Prices are obtained from an independent pricing service(s) and prices for certain securities, especially bonds or inactive or infrequently traded securities may represent the service's estimate of the value (or not be valued) rather than being based on actual transactions. We do not guarantee the accuracy of these sources and are not responsible for any inaccuracies. Figures are subject to change at any time, they should not be relied upon for investment or trading decisions. In instances where prices of securities are not readily available from such sources, "N/A" (Not Available) will appear in the price column, the market value for the security is not computed, and the total equity in your Account does not reflect the long or short market value (if any) of those securities. Estimated annual income is derived from standard statistical sources not prepared by us. We do not guarantee the accuracy of such information. As the figures are subject to change at any time, they should not be relied upon for investment or trading decisions.

**Asset Allocation**

On the first page of your account statement, you will find a graphic representation of your assets in the box entitled Asset Allocation. This represents the approximate allocation of your assets among various investment categories. Negative values may be reflected as zero.

**Dividends**

Dividends credited to your Account may include capital gains, non-taxable dividends and/or dividends on foreign stock. You may wish to consult your tax advisor regarding your tax liability for these dividends. The dollar amount of mutual fund distributions, money market fund income or dividends on other securities shown on your account statement may have been reinvested into additional shares. You will not receive confirmations for reinvestment transactions. However, the information pertaining to these transactions that would be provided by a confirmation will be furnished to you upon written request.

**Interest**

For the Free Credit Interest feature and the Bank Sweep feature, interest is paid for a period that differs from the statement period. Balances include interest paid by optionsXpress or your Sweep Bank, as indicated on your account statement. These balances do not include interest that may have accrued during the statement period after interest is paid. The interest paid may include interest that accrued in the prior statement period. For the Free Credit Interest feature, interest accrues and is compounded daily. Interest is posted on or before the last Business Day of each month. Monthly interest is rounded to the nearest penny at the end of the interest period. If the only balance in your Account is accrued but unposted interest, the interest is not compounded. For the Bank Sweep feature, interest accrues from the day cash is deposited into the Deposit Accounts at your Sweep Bank through

the Business Day preceding the date of withdrawal from the Deposit Accounts. Interest will be compounded daily and credited on the last Business Day of each month. If the only balance in your Deposit Accounts is accrued but unposted interest, the interest will not be compounded.

**Debit Interest**

We charge interest on the debit balances in your Account as provided by your Account Agreement. The debit interest rate is subject to change without prior notice based on changes to the base rate set by optionsXpress. Debit interest is calculated on a Settlement Day basis, with Free Credit Balances offset against any debit balances. Interest is calculated on the average daily net debit balance on a 360-day basis, accrued from the next to last Business Day of the prior month to the second to last Business Day of the current month.

**Errors**

This account statement contains important information about your Account carried and cleared by optionsXpress. Please review this account statement carefully. If you disagree with any transaction, if there are any errors or omissions on this account statement, or if you do not understand any of the information in this account statement, please contact us, and also your introducing brokerage firm if your Account is represented by another broker, immediately in writing or contact us orally and reconfirm in writing. If you do not object to the accuracy of the information reported on this account statement within 10 business days, we will consider it conclusive. In other words, by failing to object within 10 business days of the date of this account statement, you agree that you have ratified as accurate all of the transactions and activities reported in this account statement. If this account statement shows that we have mailed or delivered security certificate(s) that you have not received, notify us immediately in writing. We will arrange for a stop order and replacement certificate(s). If you do not notify us promptly, you may be responsible for contacting the transfer agent directly for replacement. Inquiries concerning positions and balances in your Account may be directed to the attention of the Chief Compliance Officer, optionsXpress, Inc. at: PO Box 2197, Chicago, IL 60690. All other inquiries or complaints regarding your Account or the activity therein should be directed to the address and number listed on the front of this account statement.

**Electronic Fund Transfers**

In case of errors or questions about your Electronic Fund Transfers, if you think your account statement is wrong, or if you need more information about an Electronic Fund Transfer reported in your account statement, immediately call us toll-free at (888) 280-8020. Alternatively, you may write us at the following address: PO Box 2197, Chicago, IL 60690.

**Reportable to the Internal Revenue Service (IRS)**

Although your account statement may describe certain items as federal tax-exempt, or qualified for reduced federal tax treatment, those descriptions are for information purposes only. We are required by law to report to you and to the IRS annually certain interest and dividend income as well as sale proceeds credited to your Account using substitute Forms 1099 and 1099B. If your Social Security or Tax ID Number is not shown on your 1099 Form or is shown incorrectly, please notify us and take action to correct it promptly.

**Custody of Securities**

Fully paid for Securities held by us for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by us, the Depository Trust and Clearing Corporation, or similar depositories. Securities held for Accounts of customers with outstanding obligations, or deposited to secure the same, may from time to time, and without notice to such customer, be commingled with securities of other customers and used by us to pledge or re-pledge, hypothecate or re-hypothecate, or loan or deliver on contracts for other customers without our having in possession and control for delivery a like amount of similar securities.

**Custody and Clearing Services**

Your broker (if not us) has entered into a fully-disclosed clearing agreement with us to provide certain transaction processing clearance and settlement functions. Unless and until we receive written notice from you to the contrary, we may execute, settle, and clear all trades for your Account upon instructions to or requests of us, without inquiring with you or investigation as to the suitability of any trade or authority to act on your behalf.

**Statement Frequency**

Account statements will be mailed to you at the end of each statement period during which you engaged in transactions affecting the money balances and/or security positions in your Account. Customers that have not engaged in such transactions will receive account statements at least four times during each calendar year, provided the Account contains a money or security balance.

**Securities Products and Services**

Securities products and services are offered by optionsXpress, Member SIPC. Securities products and services, including unswept or intraday funds and net Free Credit Balances held in your Account are not guaranteed deposits or obligations of any Sweep Bank and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover funds held at Sweep Banks through the Bank Sweep feature.

**Financial Statement**

Our most recent audited financial statements are available upon written request.

**Order Flow**

We may receive payment for order flow in connection with certain transactions, the source and nature of which will be disclosed upon written request.

**Change of Address**

Please notify us promptly of any changes in address or contact information. Failure to notify us, and our resulting inability to send you important notifications, could result in restrictions on or other issues with your Account.

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

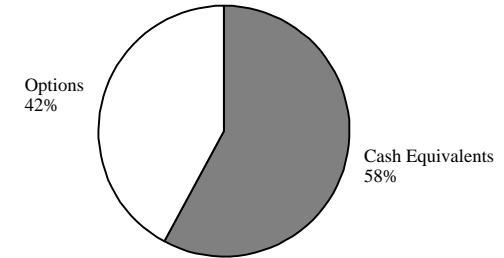
**Account Value Summary**

Cash	\$5,799,735.53
Options	(\$4,221,295.00)
Stocks	\$0.00
Mutual Funds	\$0.00
Fixed Income	\$0.00
Other	\$0.00
<b>Total Account Value</b>	<b>\$1,578,440.53</b>

**Change in Value Summary**

Change in Value Since Feb. 2017	(\$729,288.15)
Change in Value Since Dec. 2016	(\$5,561,978.61)

**Asset Allocation**



**Account Activity Summary**

Type of Activity	This Period	YTD
<b>Opening Balance - Net Cash Equivalents</b>	<b>\$8,251,761.93</b>	
Assets Bought	-37,073,750.53	
Assets Sold Redeemed	34,636,655.47	
Other Activity	-14,931.34	
Interest Taxable/Non-Taxable	0.00	0.00
Dividends Taxable/Non-Taxable	0.00	0.00
Margin Interest	0.00	0.00
Withholding	0.00	0.00
Foreign Taxes Paid	0.00	0.00
<b>Ending Balance - Net Cash Equivalents</b>	<b>\$5,799,735.53</b>	

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

<i>Acct Type</i>	<i>Description</i>	<i>Quantity Long/Short</i>	<i>Price</i>	<i>Market Value</i>
2	CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	100 S	372.7308	-3,727,308.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5090 CALL	100 S	353.0461	-3,530,461.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	75 S	313.8721	-2,354,040.75
2	CBOE NASDAQ 100 INDEX APR 21,2017 5150 CALL	50 S	294.3034	-1,471,517.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	100 S	284.5190	-2,845,190.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	100 L	274.7640	2,747,640.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	75 L	265.0839	1,988,129.25
2	CBOE NASDAQ 100 INDEX APR 21,2017 5190 CALL	100 L	255.4037	2,554,037.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5200 CALL	50 L	245.7236	1,228,618.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	100 L	236.0435	2,360,435.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5220 CALL	50 S	226.5234	-1,132,617.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	50 S	198.0380	-990,190.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5270 CALL	50 L	179.3945	896,972.50
2	CBOE NASDAQ 100 INDEX APR 21,2017 5225 CALL	100 S	221.7633	-2,217,633.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5275 CALL	100 L	174.7693	1,747,693.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	50 L	152.0587	760,293.50

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Positions**

OPTIONS

Acct Type	Description	Quantity Long/Short	Price	Market Value
2	CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	100 L	7.0816	70,816.00
2	CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	100 S	10.0594	-100,594.00
2	NEW S & P 500 INDEX APR 21,2017 2300 CALL	50 S	67.9412	-339,706.00
2	NEW S & P 500 INDEX APR 21,2017 2350 CALL	50 L	26.6655	133,327.50

Option position pricing is based on Options Clearing Corp. (OCC) data approximating value and may not reflect actual market pricing

**Sweep Balances and Cash**

<b>Total Account Value</b>	<b>5,799,735.53</b> <b>1,578,440.53</b>
----------------------------	--

**Activity Details**

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
03/01/17	Bought	8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.2500	(\$36,207.78)
03/01/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.2800	(\$4,528.97)
03/01/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.3500	(\$4,535.97)
03/01/17	Bought	5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.6300	(\$22,819.86)
03/01/17	Bought	21.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.6800	(\$95,948.43)
03/01/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.7000	(\$4,570.97)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
03/01/17	Bought	25.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.7400	(\$114,374.32)
03/01/17	Bought	38.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 PUT	45.7700	(\$173,962.95)
03/01/17	Sold	-8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.0500	\$45,632.22
03/01/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.0800	\$5,707.03
03/01/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.1500	\$5,714.03
03/01/17	Sold	-5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.4300	\$28,710.14
03/01/17	Sold	-21.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.4800	\$120,687.57
03/01/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.5000	\$5,749.03
03/01/17	Sold	-38.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.5700	\$218,729.05
03/01/17	Sold	-25.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 PUT	57.6100	\$144,000.68
03/01/17	Bought	48.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	10.7500	(\$51,646.69)
03/01/17	Bought	52.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 PUT	11.3500	(\$59,070.59)
03/01/17	Sold	-48.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	8.0500	\$38,593.31
03/01/17	Sold	-52.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 PUT	8.6500	\$44,929.41
03/02/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.4800	(\$6,900.80)
03/02/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.6300	(\$10,389.06)
03/02/17	Bought	6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.6500	(\$20,795.83)
03/02/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.6900	(\$13,879.89)
03/02/17	Bought	5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.7000	(\$17,354.86)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/STOCK**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.7200	(\$3,472.97)
03/02/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.7500	(\$6,951.94)
03/02/17	Bought	9.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.7700	(\$31,301.75)
03/02/17	Bought	32.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.7800	(\$111,327.13)
03/02/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.9000	(\$10,472.92)
03/02/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	34.9700	(\$6,995.94)
03/02/17	Bought	31.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	35	(\$108,530.15)
03/02/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	43.8800	\$8,771.20
03/02/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.0300	\$13,208.94
03/02/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.0900	\$17,632.11
03/02/17	Sold	-5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.1000	\$22,045.14
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.1200	\$4,411.03
03/02/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.1500	\$8,828.06
03/02/17	Sold	-9.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.1700	\$39,744.25
03/02/17	Sold	-6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.0500	\$26,424.17
03/02/17	Sold	-32.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.1800	\$141,344.87
03/02/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.3000	\$13,287.08
03/02/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.3700	\$8,872.06
03/02/17	Sold	-31.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	44.4000	\$137,609.85

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.3100	(\$14,235.77)
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.4800	(\$14,248.02)
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.5200	(\$14,252.97)
03/02/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.5400	(\$57,017.04)
03/02/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.6000	(\$99,826.81)
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.6900	(\$14,269.97)
03/02/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.8300	(\$42,851.92)
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.8700	(\$14,287.97)
03/02/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	142.9900	(\$42,899.92)
03/02/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	143.0500	(\$14,305.97)
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.5600	\$17,951.23
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.7700	\$17,976.03
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.7300	\$17,972.98
03/02/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.7900	\$71,914.96
03/02/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.8500	\$125,888.19
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	179.9400	\$17,993.03
03/02/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	180.0800	\$54,021.08
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	180.1200	\$18,011.03
03/02/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	180.2400	\$54,069.08



ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
03/02/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	180.3000	\$18,029.03
03/03/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5125 CALL	232.4500	(\$1,162,258.95)
03/03/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 03,2017 5175 CALL	182.4500	\$912,241.05
03/03/17	Bought	11.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.2200	(\$31,052.71)
03/03/17	Bought	56.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.2900	(\$158,478.48)
03/03/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.3000	(\$8,492.92)
03/03/17	Bought	3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.3500	(\$8,507.92)
03/03/17	Bought	14.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.3700	(\$39,731.62)
03/03/17	Bought	8.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.4400	(\$22,759.78)
03/03/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.4600	(\$2,846.02)
03/03/17	Bought	4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5325 PUT	28.4800	(\$11,396.85)
03/03/17	Sold	-11.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	15.9700	\$17,556.29
03/03/17	Sold	-56.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.0400	\$89,769.52
03/03/17	Sold	-3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.0500	\$4,812.08
03/03/17	Sold	-3.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.1000	\$4,827.08
03/03/17	Sold	-14.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.1200	\$22,554.38
03/03/17	Sold	-8.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.1900	\$12,944.22
03/03/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.2100	\$1,620.98
03/03/17	Sold	-4.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 PUT	16.2300	\$6,487.15

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

Activity Details

ASSETS BOUGHT/SOLD

Date	Activity	Quantity	Symbol	Description	Price	Total
03/03/17	Bought	17.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	49.9600	(\$84,948.54)
03/03/17	Bought	44.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	49.9700	(\$219,910.80)
03/03/17	Bought	14.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	50.0700	(\$70,111.61)
03/03/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	50.1000	(\$15,032.92)
03/03/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	50.1500	(\$20,063.89)
03/03/17	Bought	6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	50.4300	(\$30,263.84)
03/03/17	Bought	12.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 PUT	50.5500	(\$60,671.68)
03/03/17	Sold	-17.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.1100	\$66,470.46
03/03/17	Sold	-44.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.1200	\$172,085.20
03/03/17	Sold	-14.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.2200	\$54,894.39
03/03/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.2500	\$11,772.08
03/03/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.3000	\$15,716.11
03/03/17	Sold	-6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.5800	\$23,742.16
03/03/17	Sold	-12.00		CBOE NASDAQ 100 INDEX APR 21,2017 5200 PUT	39.7000	\$47,628.32
03/03/17	Bought	27.00		CBOE NASDAQ 100 INDEX APR 21,2017 5300 CALL	129.8200	(\$350,540.26)
03/03/17	Sold	-27.00		CBOE NASDAQ 100 INDEX APR 21,2017 5250 CALL	165.8200	\$447,687.74
03/03/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5250 PUT	17.1200	(\$171,297.28)
03/03/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5200 PUT	11.2700	\$112,602.72
03/09/17	Bought	97.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 CALL	208.8700	(\$2,026,135.26)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

ASSETS BOUGHT/SOLD						
Date	Activity	Quantity	Symbol	Description	Price	Total
03/09/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 CALL	209.1000	(\$62,731.01)
03/09/17	Sold	-97.00		CBOE NASDAQ 100 INDEX APR 21,2017 5090 CALL	297.4200	\$2,884,877.74
03/09/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5090 CALL	297.6500	\$89,293.99
03/09/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5120 CALL	244.6500	(\$1,223,298.64)
03/09/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5220 CALL	144.9500	\$724,701.36
03/09/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	227.1500	(\$68,149.82)
03/09/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	228.5500	(\$91,421.99)
03/09/17	Bought	92.00		CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	229	(\$2,106,889.50)
03/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5170 CALL	229.1000	(\$22,910.97)
03/09/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	317.1500	\$95,140.18
03/09/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	318.5500	\$127,418.01
03/09/17	Sold	-92.00		CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	319	\$2,934,710.50
03/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5070 CALL	319.1000	\$31,909.03
03/09/17	Bought	2.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	287.1000	(\$57,421.94)
03/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	287.6000	(\$28,760.97)
03/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	288.2500	(\$28,825.97)
03/09/17	Bought	16.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	288.3500	(\$461,375.56)
03/09/17	Bought	5.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	288.1000	(\$144,054.87)
03/09/17	Bought	1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	290.8000	(\$29,080.97)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/09/17	Bought	10.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	291.6500	(\$291,659.73)
03/09/17	Sold	-2.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	187.4000	\$37,478.06
03/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	187.9000	\$18,789.03
03/09/17	Sold	-5.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	188.4000	\$94,195.13
03/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	188.5500	\$18,854.03
03/09/17	Sold	-16.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	188.6500	\$301,824.44
03/09/17	Sold	-1.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	191.1000	\$19,109.03
03/09/17	Sold	-10.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	191.9500	\$191,940.27
03/10/17	Bought	64.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5050 CALL	343.8800	(\$2,200,840.95)
03/10/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5060 CALL	333.8800	(\$3,338,808.95)
03/10/17	Sold	-64.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5150 CALL	243.8800	\$1,560,823.05
03/10/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 10,2017 5160 CALL	233.8800	\$2,338,791.05
03/13/17	Bought	50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5270 CALL	159.4800	(\$797,448.64)
03/13/17	Sold	-50.00		CBOE NASDAQ 100 INDEX APR 21,2017 5220 CALL	200.7300	\$1,003,601.36
03/13/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 CALL	156.0700	(\$109,255.81)
03/13/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 CALL	156.1000	(\$109,276.81)
03/13/17	Bought	86.00		CBOE NASDAQ 100 INDEX APR 21,2017 5275 CALL	156.1500	(\$1,342,973.66)
03/13/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 CALL	197.1200	\$137,977.19
03/13/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 CALL	197.1500	\$137,998.19

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/13/17	Sold	-86.00		CBOE NASDAQ 100 INDEX APR 21,2017 5225 CALL	197.2000	\$1,695,836.34
03/13/17	Bought	10.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	206.9700	(\$206,979.72)
03/13/17	Bought	5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.1600	(\$103,584.86)
03/13/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.1900	(\$82,879.89)
03/13/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.4100	(\$20,741.97)
03/13/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.5900	(\$20,759.97)
03/13/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.6100	(\$20,761.97)
03/13/17	Bought	6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	207.8000	(\$124,685.84)
03/13/17	Bought	5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	208.0100	(\$104,009.85)
03/13/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	208.0400	(\$41,609.94)
03/13/17	Bought	17.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	208.4400	(\$354,364.54)
03/13/17	Bought	42.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	209.1000	(\$878,260.86)
03/13/17	Bought	6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5210 CALL	209.2300	(\$125,543.84)
03/13/17	Sold	-10.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.2200	\$251,210.28
03/13/17	Sold	-5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.4100	\$125,700.14
03/13/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.4400	\$100,572.11
03/13/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.6600	\$25,165.03
03/13/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.8400	\$25,183.03
03/13/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	251.8600	\$25,185.03

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/13/17	Sold	-6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	252.0500	\$151,224.16
03/13/17	Sold	-5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	252.2600	\$126,125.15
03/13/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	252.2900	\$50,456.06
03/13/17	Sold	-17.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	252.6900	\$429,556.46
03/13/17	Sold	-42.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	253.3500	\$1,064,029.14
03/13/17	Sold	-6.00		CBOE NASDAQ 100 INDEX APR 21,2017 5160 CALL	253.4800	\$152,082.16
03/15/17	Bought	50.00		NEW S & P 500 INDEX APR 21,2017 2350 CALL	50	(\$250,048.64)
03/15/17	Sold	-50.00		NEW S & P 500 INDEX APR 21,2017 2300 CALL	91.7000	\$458,451.36
03/16/17	Bought	8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.1700	(\$200,143.78)
03/16/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.2200	(\$75,068.92)
03/16/17	Bought	1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.7000	(\$25,070.97)
03/16/17	Bought	9.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.8000	(\$225,728.75)
03/16/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.8100	(\$175,573.81)
03/16/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	250.8200	(\$100,331.89)
03/16/17	Bought	5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	251.0200	(\$125,514.86)
03/16/17	Bought	4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	251.5500	(\$100,623.90)
03/16/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	253.1000	(\$50,621.95)
03/16/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	262.1200	(\$183,490.81)
03/16/17	Bought	8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	262.3500	(\$209,887.79)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/ SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/16/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	262.6000	(\$52,521.95)
03/16/17	Bought	7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	262.2200	(\$183,560.80)
03/16/17	Bought	8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5180 CALL	263.4700	(\$210,783.77)
03/16/17	Sold	-8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	296.7700	\$237,408.22
03/16/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	296.8200	\$89,043.08
03/16/17	Sold	-1.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	297.3000	\$29,729.03
03/16/17	Sold	-9.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	297.4000	\$267,651.25
03/16/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	297.4100	\$208,180.19
03/16/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	297.4200	\$118,964.11
03/16/17	Sold	-5.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	297.6200	\$148,805.14
03/16/17	Sold	-4.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	298.1500	\$119,256.10
03/16/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	299.7000	\$59,938.05
03/16/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	308.7200	\$216,097.19
03/16/17	Sold	-7.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	308.8200	\$216,167.20
03/16/17	Sold	-8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	308.9500	\$247,152.21
03/16/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	309.2000	\$61,838.05
03/16/17	Sold	-8.00		CBOE NASDAQ 100 INDEX APR 21,2017 5130 CALL	310.0700	\$248,048.23
03/17/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5100 CALL	325.3400	(\$3,253,404.95)
03/17/17	Bought	75.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5125 CALL	300.3400	(\$2,252,554.95)

ACCOUNT STATEMENT

Account Number: 0502-2959

Member SIPC

**Activity Details**

**ASSETS BOUGHT/ SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/17/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5200 CALL	225.3400	(\$1,126,704.95)
03/17/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5225 CALL	200.3400	(\$2,003,404.95)
03/17/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5300 CALL	125.3400	(\$1,253,404.95)
03/17/17	Bought	50.00		NEW S & P 500 INDEX MAR 17,2017 2300 CALL	85.8000	(\$429,004.95)
03/17/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5150 CALL	275.3400	\$2,753,395.05
03/17/17	Sold	-75.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5175 CALL	250.3400	\$1,877,545.05
03/17/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5250 CALL	175.3400	\$876,695.05
03/17/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5275 CALL	150.3400	\$1,503,395.05
03/17/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 17,2017 5350 CALL	75.3400	\$753,395.05
03/17/17	Sold	-50.00		NEW S & P 500 INDEX MAR 17,2017 2350 CALL	35.8000	\$178,995.05
03/24/17	Bought	100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5100 CALL	282.7500	(\$2,827,504.95)
03/24/17	Bought	50.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5125 CALL	257.7500	(\$1,288,754.95)
03/24/17	Sold	-50.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5175 CALL	207.7500	\$1,038,745.05
03/24/17	Sold	-100.00		CBOE NASDAQ 100 INDEX MAR 24,2017 5150 CALL	232.7500	\$2,327,495.05
03/28/17	Bought	50.00		NEW S & P 500 INDEX APR 21,2017 2275 PUT	4.8000	(\$24,048.64)
03/28/17	Sold	-50.00		NEW S & P 500 INDEX APR 21,2017 2225 PUT	2.4000	\$11,951.36
03/29/17	Bought	2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.6800	(\$2,137.94)
03/29/17	Bought	19.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.7200	(\$20,386.47)
03/29/17	Bought	11.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.7300	(\$11,813.70)



**Activity Details**

**ASSETS BOUGHT/SOLD**

Date	Activity	Quantity	Symbol	Description	Price	Total
03/29/17	Bought	11.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.7500	(\$11,835.70)
03/29/17	Bought	30.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.7800	(\$32,369.15)
03/29/17	Bought	3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.8300	(\$3,251.92)
03/29/17	Bought	24.00		CBOE NASDAQ 100 INDEX APR 21,2017 5240 PUT	10.8600	(\$26,087.35)
03/29/17	Sold	-2.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.5800	\$1,514.06
03/29/17	Sold	-19.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.6200	\$14,459.53
03/29/17	Sold	-11.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.6300	\$8,382.30
03/29/17	Sold	-11.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.6500	\$8,404.30
03/29/17	Sold	-30.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.6800	\$23,010.85
03/29/17	Sold	-3.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.7300	\$2,316.08
03/29/17	Sold	-24.00		CBOE NASDAQ 100 INDEX APR 21,2017 5190 PUT	7.7600	\$18,600.65

**OTHER**

Date	Activity	Quantity	Symbol	Description	Total
03/02/17	Cash Disbursed			ACH WITHDRAWAL	(\$15,000.00)
03/02/17	Journal			*FROM MARGIN*	\$15,000.00
03/02/17	Journal			*TO CASH*	(\$15,000.00)
03/07/17	Journal			CREDIT INTEREST- FEB 17	\$6.61
03/08/17	Journal			FREE CREDIT INTEREST- FEB 2017	\$62.05

Please visit our website to review The Statement of Financial Condition as of December 31, 2016 for optionsXpress.

\* End of Statement \*

# Property Detail Report



For Property Located At :  
**4607 HISPANIA VIEW DR, LEAGUE CITY, TX 77573-1488**

### Owner Information

Owner Name: **WAMMEL ARTHUR**  
 Mailing Address: **4607 HISPANIA VIEW DR, LEAGUE CITY TX 77573-1488 R006**  
 Vesting Codes: **//**

### Location Information

Legal Description:	<b>MAR BELLA SEC 11 (2011) ABST 32, BLOCK 2, LOT 15, ACRES 0.16</b>		
County:	<b>GALVESTON, TX</b>	APN:	<b>4943-0002-0015-000</b>
Census Tract / Block:	<b>7212.02 / 1</b>	Alternate APN:	<b>R524484</b>
Township-Range-Sect:		Subdivision:	<b>MAR BELLA SEC 11 2011</b>
Legal Book/Page:		Map Reference:	<b>121-B / LEAGUE CITY</b>
Legal Lot:	<b>15</b>	Tract #:	
Legal Block:	<b>2</b>	School District:	<b>S16</b>
Market Area:	<b>33</b>	School District Name:	<b>CLEAR CREEK ISD</b>
Neighbor Code:	<b>4943</b>	Munic/Township:	<b>LEAGUE CITY</b>

### Owner Transfer Information

Recording/Sale Date:	<b>/</b>	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

### Last Market Sale Information

Recording/Sale Date:	<b>08/19/2016 / 08/18/2016</b>	1st Mtg Amount/Type:	<b>/</b>
Sale Price:		1st Mtg Int. Rate/Type:	<b>/</b>
Sale Type:		1st Mtg Document #:	
Document #:	<b>50705</b>	2nd Mtg Amount/Type:	<b>/</b>
Deed Type:	<b>WARRANTY DEED</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:	<b>CHICAGO TITLE CO.</b>		
Lender:			
Seller Name:	<b>HERROD LANNY R &amp; CHERYL S</b>		

### Prior Sale Information

Prior Rec/Sale Date:	<b>09/18/2013 / 09/12/2013</b>	Prior Lender:	<b>TAYLOR MORRISON HOME FUNDING</b>
Prior Sale Price:	<b>\$373,250</b>	Prior 1st Mtg Amt/Type:	<b>\$298,600 / CONV</b>
Prior Doc Number:	<b>60085</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>SPECIAL WARRANTY DEED</b>		

### Property Characteristics

Gross Area:	<b>2,717</b>	Parking Type:	<b>GARAGE</b>	Construction:	
Living Area:	<b>2,717</b>	Garage Area:	<b>452</b>	Heat Type:	<b>CENTRAL</b>
Tot Adj Area:		Garage Capacity:		Exterior wall:	<b>BRICK VENEER</b>
Above Grade:		Parking Spaces:		Porch Type:	<b>OPEN PORCH</b>
Total Rooms:		Basement Area:		Patio Type:	
Bedrooms:		Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>2 / 1</b>	Basement Type:		Air Cond:	<b>CENTRAL</b>
Year Built / Eff:	<b>2013 / 2013</b>	Roof Type:		Style:	
Fireplace:	<b>Y /</b>	Foundation:	<b>SLAB</b>	Quality:	
# of Stories:		Roof Material:	<b>COMPOSITION SHINGLE</b>	Condition:	

Other Improvements:

### Site Information

Zoning:		Acres:	<b>0.16</b>	County Use:	<b>SGL-FAM-RES-HOME (A1)</b>
Lot Area:	<b>6,776</b>	Lot Width/Depth:	<b>x</b>	State Use:	<b>SGL-FAM-RES-HOME (A1)</b>
Land Use:	<b>SFR</b>	Res/Comm Units:	<b>/</b>	Water Type:	
Site Influence:				Sewer Type:	

### Tax Information

Total Value:	<b>\$297,760</b>	Assessed Year:	<b>2016</b>	Property Tax:	<b>\$10,397.78</b>
Land Value:	<b>\$64,030</b>	Improved %:	<b>78%</b>	Tax Area:	<b>GGA</b>
Improvement Value:	<b>\$233,730</b>	Tax Year:	<b>2016</b>	Tax Exemption:	
Total Taxable Value:					

## Transaction History Report

For Property Located At



**4607 HISPANIA VIEW DR, LEAGUE CITY, TX 77573-1488**

**TRANSACTION HISTORY**

History Record #: 1

**Sale:**

Sale Recording Date:	<b>08/19/2016</b>	Sale Price:	
Sale Date:	<b>08/18/2016</b>	Sale Price Type:	
Rec. Document #:	<b>50705</b>	Multi/Split Sale:	
Document Type:	<b>WARRANTY DEED</b>	Other Document #:	
Title Company:	<b>CHICAGO TITLE CO.</b>		
Buyer:	<b>WAMMEL ARTHUR</b>		
Seller:	<b>HERROD LANNY R &amp; CHERYL S</b>		

History Record #: 2

**Sale:**

Sale Recording Date:	<b>09/18/2013</b>	Sale Price:	<b>\$373,250</b>
Sale Date:	<b>09/12/2013</b>	Sale Price Type:	<b>ESTIMATED</b>
Rec. Document #:	<b>60085</b>	Multi/Split Sale:	
Document Type:	<b>SPECIAL WARRANTY DEED</b>	Other Document #:	
Title Company:	<b>ADVANTAGE TITLE/FT BEND LC</b>		
Buyer:	<b>HERROD LANNY R &amp; CHERYL S</b>		
Seller:	<b>TAYLOR WOODROW COMMUNITIES-LEA</b>		

**Finance:**

Mtg Recording Date:	<b>09/18/2013</b>	Mtg Loan Type:	<b>CONV</b>
Mtg Document #:	<b>60086</b>	Mtg Rate Type:	
Document Type:	<b>DEED OF TRUST</b>	Mtg Term:	<b>30 YEARS</b>
Lender:	<b>TAYLOR MORRISON HOME FUNDING</b>	Mtg Rate:	
Loan Amount:	<b>\$298,600</b>	Borrower Vesting:	<b>HW //</b>
Borrower 1:	<b>HERROD LANNY R</b>		
Borrower 2:	<b>HERROD CHERYL S</b>		
Borrower 3:			
Borrower 4:			



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/1		Deposit Made In A Branch/Store	2,500.00		
8/1		WF Direct Pay-Payment- Wg LLC Period 7/16-7/31 Cdwa LLC -Tran ID Dp084486894		6,819.00	
8/1		WF Direct Pay-Payment- Wammel Group LLC CO Art Wammel-Tran ID Dp084497484		9,300.00	
8/1		Cash eWithdrawal in Branch/Store 08/01/2016 3:01 Pm 2905 S Shore Blvd League City TX 4514		1,000.00	
8/1	15118	Deposited OR Cashed Check		277,230.00	
8/1	15116	Check		1,276.00	390,304.56
8/2		eDeposit IN Branch/Store 08/02/16 02:32:25 Pm 2905 S Shore Blvd League City TX 4514	9,300.00		
8/2		Recurring Payment authorized on 08/01 League City Boat & 281-808-8802 TX S466214672419215 Card 4514		1,550.00	
8/2		Withdrawal Made In A Branch/Store		11,400.00	386,654.56
8/5	15119	Check		2,400.00	384,254.56
8/8		Online Dep Detail & Images - Bob		3.00	
8/8		Direct Pay Nonwf Bus Pymt Trans		6.00	
8/8		Direct Pay Individual Pymt Trans		7.00	
8/8		Direct Pay Monthly Base		10.00	
8/8		Direct Pay WF Business Pymt Trans		15.00	
8/8	15117	Check		3,600.00	380,613.56
8/9		Deposit Made In A Branch/Store	2,500.00		383,113.56
8/10		Transfer to Murray Tracey Ref #Ppev3Sprfz xxxxxx7217		2,500.00	
8/10		WF Direct Pay-Payment- Wg LLC Period 8/1-8/15 Advance-Tran ID Dp084979944		5,000.00	375,613.56
8/11		Withdrawal Made In A Branch/Store		3,000.00	372,613.56
8/12		Comcast Comcast 081016 1110322523 Spa Wammel,Art		166.51	372,447.05
8/15		eDeposit IN Branch/Store 08/15/16 10:59:30 Am 1111 S Austin Ave Georgetown TX 9950	2,000.00		
8/15		WF Direct Pay Deposit- Capital Account Deposit/Escrow Group/Aug Deposit-Tran ID Dp085269356	165,000.00		
8/15		Recurring Transfer to Wammel Group LLC Business Market Rate Savings Ref #Ope2Wg263Q xxxxxx9968		100.00	
8/15		WF Direct Pay-Payment- Wg LLC Period 8/1-8/15 Cdwa LLC -Tran ID Dp085254278		9,583.00	
8/15		Online Transfer to Wammel A Ref #Iben9Rg7CI Way2Save Checking Advance Pmt		2,000.00	
8/15		WF Bus Credit Auto Pay 160815 90398804004390 Wammel,Arthur		133.00	527,631.05
8/17		Online Transfer Ref #Ibekdqgtd From Business Card LOC Advance	5,000.00		532,631.05
8/18		Wire Trans Svc Charge - Sequence: 160818070015 Srf# 0006816231803318 Trn#160818070015 Rfb#		30.00	
8/18		Withdrawal Made In A Branch/Store		18,000.00	
8/18		WT Seq#70015 Chicago Title of Texas, /Bnf=Chicago Title of Texas, LLC Srf# 0006816231803318 Trn#160818070015 Rfb#		339,357.94	175,243.11
8/22		American Express ACH Pmt 160822 A4334 Wammel Group LLC Art		68.77	
8/22	15120	Check		18,000.00	157,174.34
8/25		Optionsxpress Disburse 160824 05022959 Wammel Gro	750,000.00		
8/25		WF Direct Pay-Payment- Aug Wg LLC Disbursement-Tran ID Dp085726962		220.00	
8/25		WF Direct Pay-Payment- Aug Wg LLC Disbursement-Tran ID Dp085736262		18,159.00	
8/25		WF Direct Pay-Payment- Aug Wg LLC Disbursement-Tran ID Dp085736260		29,485.00	
8/25		Reliant Energy 0121D 000071912605 Benchmark Motorsports		28.26	859,282.08
8/26		WT Fed#00536 Capital One, NA /Org=Laurie Beth Inc Srf# 75698171 Trn#160826064324 Rfb#	100,000.00		

**BRYANT FINANCIAL**

24044 Cinco Village Center Blvd., Ste.100 Katy, TX 77494 |  
Financial Statements  
March 31, 2012 (YTD)

**BRYANT FINANCIAL**

24044 Cinco Village Center Blvd., Ste100 Katy, TX 77494

March 31<sup>st</sup>, 2012 (YTD)

Table of Contents

	<u>Page</u>
Cover Page .....	1
Table of Contents .....	2
Financial Statements	
Balance Sheet .....	3

## BRYANT FINANCIAL

24044 Cinco Village Center Blvd., Ste 100 Katy, TX 77494

### Balance Sheet March 31, 2012 (YTD)

#### ASSETS

Current assets	<u>2012(YTD)</u>
Cash (Checking/Savings)	
Chase Bank 7324	\$ 131,469.43
Investment	
Option Express 2176	645,452.45
Total Current Assets	\$ <u>777,921.88</u>
Furniture and equipment, net	<u>23,257.12</u>
Total other assets	<u>23,257.12</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>262,179.00</u></b>

#### LIABILITIES & EQUITY

Current liabilities:	<u>2012(YTD)</u>
Account payable	\$ 3,459.53
Other payables	1598.12
Accrued expenses	7,800.00
Notes payable – current portion	8,250.00
Total Current liabilities	\$ <u>21,107.65</u>
<b>Total Assets/Liabilities:</b>	<b>\$ <u>241,071.35</u></b>

By: Bryant United Holdings, Inc./dba. Bryant Financial

\_\_\_\_\_  
Thurman P. Bryant  
President

**SEC v. Bryant III and BUCF**  
**Comparison of Bryant United Holding, Inc. Activity Statements and Transfers**  
**between Bryant United Capital Funding Inc. and Wammel Group LLC**

Statement Month [1][a]	Initial Investment [1][a]	Increase / (Decrease) in Initial Investment	Amount Transferred from BUCF to Wammel [b][c][d]	Account Activity [1][a]	Amount Transferred from Wammel to BUCF [c][d][e]
July-11	\$572,645			\$23,005	\$23,005
August-11	692,645	\$120,000	\$120,000	20,785	20,785
September-11	697,480	4,835		46,246	46,246
October-11	1,333,676	636,196	620,000	67,744	67,744
November-11	1,288,170	(45,506)		63,233	63,233
December-11	1,588,170	300,000	300,000	81,872	81,872
January-12	1,766,792	178,622	150,000	91,510	91,510
February-12	1,849,793	83,001	50,000	92,121	92,121
March-12	2,191,664	341,871	310,000	106,621	106,621
April-12	2,391,664	200,000	200,000	112,848	109,348
May-12	2,728,020	336,356	300,000	119,730	119,730
June-12	2,810,250	82,230	50,000	122,598	122,598
July-12	2,943,598	133,348	100,000	126,276	126,276
August-12	3,027,124	83,526	50,000	129,331	129,331
September-12	3,361,965	334,841	300,000	136,362	136,362
October-12	3,543,327	181,362	150,000	139,527	139,527
November-12	3,572,604	29,277		130,352	130,352
December-12	3,542,706	(29,898)		127,601	127,601
January-13	3,561,807	19,101		128,352	128,352
February-13	3,581,659	19,852		129,572	90,000
March-13	3,882,731	301,072	280,000	141,560	0
April-13	4,115,991	233,260	30,428	147,786	147,786
May-13	4,599,027	483,036	298,440	156,577	156,577
June-13	4,619,454	20,427		162,360	162,360
July-13	4,725,704	106,250	80,000	163,882	163,882
August-13	4,960,636	234,932	210,000	170,856	170,856
September-13	4,985,192	24,556		170,050	170,050
October-13	5,008,942	23,750		167,400	167,400
November-13	5,220,042	211,100	190,000	163,624	163,624
December-13	5,370,716	150,674	140,000	168,614	133,000
January-14	5,381,680	10,964		177,220	177,220
February-14	5,541,250	159,570	384,400	180,895	130,895
March-14	5,867,510	326,260	40,000	189,060	189,060
<b>Total</b>		<b>\$5,294,865</b>	<b>\$4,353,268</b>	<b>\$4,155,570</b>	<b>\$3,885,324</b>

**Sources:**

- [a] Bryant United Holding, Inc. Activity Statements from July 2011 to March 2014
- [b] **Exhibit 2**
- [c] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017
- [d] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017
- [e] **Exhibit 3**
- [f] Art Wammel E-mail to Trey Bryant on 3/31/14 with Bryant United Holding, Inc. Activity Statements attached.

**Note:**

- [1] Initial Investment and Account Activity appear on the Bryant United Holding, Inc. Activity Statements which appear to be prepared by Wammel and sent to Bryant on a monthly basis.



**SEC v. Bryant III and BUCF**

***Summary of Investor Funds and Returns Transferred Between Bryant United Capital Funding, Inc. and Wammel Group LLC***

Investor Funds Transferred from Bryant United Capital Funding, Inc. to Wammel Group LLC 7/1/2011 through 4/30/2017 [a][b][c]	\$16,229,944
Expected Returns through 4/30/2017 [1][3][a]	\$11,825,997
Transfers of Purported Returns from Wammel Group LLC to Bryant United Capital Funding, Inc. through 4/30/2017 [2][4][b][c][d]	(\$15,887,588)
<b>Investor Principal that Should be Held by Wammel Group LLC</b>	<b><u><u>\$12,168,353</u></u></b>

**Sources:**

[a] **Exhibit 2**

[b] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[c] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[d] **Exhibit 3**

[e] General Partnership Agreement of Wammel Group Holdings effective as of 5/26/2010 by and between Wammel Group LLC and Bryant United Holdings Inc.

**Notes:**

[1] Investment expected returns are based on the amount of investor funds Bryant United Capital Funding, Inc. transferred to Wammel Group LLC and an assumed monthly return of 2.5%, or 30% annual rate return, through April 2017. Some investors may have received more or less than a 30% rate of return according to the Bryant United Capital Funding Inc. Monthly Investor Statements

[2] It appears these transfers correspond to expected monthly returns on investments held by Wammel Group LLC.

[3] To the extent that earnings were reinvested, this calculation does not include earnings on or reinvested funds amount held by Wammel.

[4] For purposes of this calculation, expected returns are calculated on the amounts transferred to Wammel. The transfers between BUCF and Wammel may be different than the amount of investor funds originally deposited by investors to BUCF and the amount paid by BUCF to investors.

**SEC v. Bryant III and BUCF**  
**Calculation of Expected Returns through 4/30/2017**

<b>Transfer Date [a][b]</b>	<b>Amount Transferred from BUCF to Wammel [a][b]</b>	<b>Expected Return Through 4/30/2017 [1][2]</b>
8/19/2011	\$120,000	\$204,000
9/7/2011	620,000	1,038,500
11/16/2011	300,000	487,500
12/5/2011	50,000	80,000
12/8/2011	100,000	160,000
1/10/2012	50,000	78,750
2/3/2012	160,000	248,000
2/6/2012	150,000	232,500
3/13/2012	200,000	305,000
4/9/2012	100,000	150,000
4/10/2012	200,000	300,000
5/1/2012	50,000	73,750
6/6/2012	100,000	145,000
7/5/2012	50,000	71,250
8/10/2012	250,000	350,000
8/13/2012	50,000	70,000
9/5/2012	150,000	206,250
2/6/2013	230,000	287,500
2/8/2013	50,000	62,500
3/8/2013	30,428	37,274
4/9/2013	68,440	82,128
4/24/2013	230,000	276,000
6/11/2013	80,000	92,000
7/10/2013	210,000	236,250
10/8/2013	190,000	199,500
11/12/2013	140,000	143,500
1/10/2014	94,400	92,040
1/21/2014	240,000	234,000
1/28/2014	50,000	48,750
2/11/2014	40,000	38,000
3/3/2014	100,000	92,500
3/5/2014	250,000	231,250
3/7/2014	100,000	92,500
3/10/2014	50,000	46,250
4/4/2014	48,990	44,091
4/9/2014	40,000	36,000

**SEC v. Bryant III and BUCF**  
**Calculation of Expected Returns through 4/30/2017**

<b>Transfer Date [a][b]</b>	<b>Amount Transferred from BUCF to Wammel [a][b]</b>	<b>Expected Return Through 4/30/2017 [1][2]</b>
6/6/2014	250,000	212,500
6/9/2014	150,000	127,500
6/11/2014	100,000	85,000
7/1/2014	240,090	198,074
8/6/2014	50,000	40,000
8/8/2014	200,000	160,000
9/8/2014	50,000	38,750
10/9/2014	50,000	37,500
10/14/2014	50,000	37,500
10/16/2014	150,000	112,500
11/3/2014	75,950	55,064
12/4/2014	79,996	55,997
12/8/2014	100,000	70,000
12/24/2014	50,000	35,000
1/12/2015	100,000	67,500
1/27/2015	200,000	135,000
2/3/2015	200,000	130,000
2/9/2015	150,000	97,500
2/10/2015	200,000	130,000
2/12/2015	50,000	32,500
2/17/2015	100,000	65,000
3/5/2015	100,000	62,500
3/11/2015	50,000	31,250
3/12/2015	250,000	156,250
3/16/2015	100,000	62,500
4/9/2015	250,000	150,000
4/10/2015	150,000	90,000
4/27/2015	100,000	60,000
5/6/2015	50,000	28,750
6/8/2015	250,000	137,500
6/9/2015	115,000	63,250
7/6/2015	250,000	131,250
7/8/2015	250,000	131,250
7/9/2015	250,000	131,250
8/11/2015	220,000	110,000
9/10/2015	250,000	118,750

**SEC v. Bryant III and BUCF**  
*Calculation of Expected Returns through 4/30/2017*

<b>Transfer Date [a][b]</b>	<b>Amount Transferred from BUCF to Wammel [a][b]</b>	<b>Expected Return Through 4/30/2017 [1][2]</b>
9/21/2015	100,000	47,500
10/7/2015	1,250,000	562,500
11/10/2015	180,000	76,500
12/9/2015	100,000	40,000
1/7/2016	245,000	91,875
2/10/2016	175,000	61,250
2/12/2016	150,000	52,500
2/23/2016	100,000	35,000
3/14/2016	585,000	190,125
3/24/2016	200,000	65,000
4/11/2016	600,000	180,000
5/5/2016	146,650	40,329
5/9/2016	70,000	19,250
5/10/2016	130,000	35,750
5/13/2016	150,000	41,250
7/6/2016	210,000	47,250
7/11/2016	200,000	45,000
8/15/2016	165,000	33,000
9/9/2016	615,000	107,625
9/12/2016	135,000	23,625
10/6/2016	130,000	19,500
10/12/2016	100,000	15,000
11/7/2016	70,000	8,750
11/10/2016	100,000	12,500
12/9/2016	150,000	15,000
<b>Total</b>	<b>\$16,229,944</b>	<b>\$11,825,997</b>

**Sources:**

[a] Bryant United Capital Funding, Inc. Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[b] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

**SEC v. Bryant III and BUCF**  
***Calculation of Expected Returns through 4/30/2017***

<b>Transfer Date</b> [a][b]	<b>Amount Transferred</b> <b>from BUCF to Wammel</b> [a][b]	<b>Expected Return</b> <b>Through 4/30/2017 [1][2]</b>
--------------------------------	---	---

**Notes:**

- [1] Investment expected returns are based on the amount of investor funds Bryant United Capital Funding, Inc. transferred to Wammel Group LLC and an assumed monthly return of 2.5%, or 30% annual rate return, through April 2017. Some investors may have received more or less than a 30% rate of return according to the Bryant United Capital Funding Inc. Monthly Investor Statements
- [2] For purposes of this calculation, expected returns are calculated on the amounts transferred to Wammell. The transfers between BUCF and Wammel may be different than the amount of investor funds originally deposited by investors to BUCF and the amount paid by BUCF to investors.

**SEC v. Bryant III and BUCF**  
***Transfers Between BUCF and Wammel***

<b>Transfer Date</b>	<b>Amount Transferred from Wammel to BUCF [1][2][a][b]</b>
7/26/2011	(\$23,005)
8/30/2011	(20,785)
9/26/2011	(46,246)
10/26/2011	(67,744)
11/25/2011	(63,233)
12/22/2011	(81,872)
1/27/2012	(91,510)
2/24/2012	(92,121)
3/22/2012	(106,621)
4/26/2012	(109,348)
5/24/2012	(119,730)
6/21/2012	(122,598)
7/27/2012	(126,276)
8/23/2012	(129,331)
9/27/2012	(136,362)
10/25/2012	(139,527)
11/23/2012	(130,352)
12/28/2012	(127,601)
1/29/2013	(128,352)
2/28/2013	(90,000)
4/30/2013	(147,786)
5/28/2013	(156,577)
7/1/2013	(162,360)
7/31/2013	(163,882)
8/29/2013	(170,856)
9/30/2013	(170,050)
10/30/2013	(146,300)
10/31/2013	(21,100)
11/27/2013	(152,950)
11/29/2013	(10,674)
1/2/2014	(45,000)
1/3/2014	(88,000)
1/29/2014	(177,220)
2/27/2014	(130,895)
4/1/2014	(189,060)
5/1/2014	(92,000)
5/30/2014	(185,500)

**SEC v. Bryant III and BUCF**  
***Transfers Between BUCF and Wammel***

<b>Transfer Date</b>	<b>Amount Transferred from Wammel to BUCF [1][2][a][b]</b>
6/2/2014	(17,722)
7/30/2014	(208,250)
7/31/2014	(20,755)
8/29/2014	(23,520)
8/29/2014	(224,000)
10/1/2014	(232,750)
10/2/2014	(22,990)
10/30/2014	(234,500)
12/1/2014	(243,250)
12/31/2014	(246,750)
1/2/2015	(20,090)
1/30/2015	(227,675)
2/26/2015	(250,000)
2/27/2015	(9,000)
2/27/2015	(20,805)
3/31/2015	(250,000)
4/1/2015	(42,250)
4/2/2015	(23,015)
4/29/2015	(250,000)
4/30/2015	(59,750)
5/1/2015	(10,000)
5/4/2015	(9,098)
6/1/2015	(95,255)
6/30/2015	(153,766)
7/29/2015	(250,000)
7/30/2015	(28,370)
7/30/2015	(100,525)
9/1/2015	(250,000)
9/2/2015	(50,000)
9/29/2015	(250,000)
9/30/2015	(161,925)
10/8/2015	(10,000)
10/29/2015	(250,000)
10/30/2015	(25,550)
10/30/2015	(107,225)
11/30/2015	(250,000)
12/1/2015	(17,975)

**SEC v. Bryant III and BUCF**  
***Transfers Between BUCF and Wammel***

<b>Transfer Date</b>	<b>Amount Transferred from Wammel to BUCF [1][2][a][b]</b>
12/31/2015	(306,025)
1/28/2016	(250,000)
1/29/2016	(20,000)
1/29/2016	(69,525)
3/1/2016	(205,575)
3/31/2016	(250,000)
4/1/2016	(254,175)
4/1/2016	(29,275)
4/28/2016	(250,000)
6/1/2016	(68,172)
7/1/2016	(573,476)
8/1/2016	(277,230)
8/31/2016	(643,330)
9/30/2016	(611,355)
11/2/2016	(517,605)
12/1/2016	(647,405)
1/3/2017	(500,000)
1/3/2017	(209,300)
2/2/2017	(500,000)
2/2/2017	(200,000)
3/2/2017	(500,000)
3/2/2017	(195,555)
<b>Total</b>	<b>(\$15,887,588)</b>

**Sources:**

[a] Bryant United Capital Funding, Inc. Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[b] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

**Notes:**

[1] It appears these transfers correspond to expected monthly returns on investments held by Wammel Group LLC.

[2] Although these amounts appear to correspond to the monthly returns for investors, it should be noted that BUCF payments to



**SEC v. Bryant III and BUCF**  
***Transfers Between BUCF and Wammel***

<b>Transfer Date</b>	<b>Amount Transferred from Wammel to BUCF [1][2][a][b]</b>
----------------------	--

investors did not exactly match the amounts transferred to BUCF from Wammel.

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]					
Last Name	First Name	Amount	Date	Description	Deposit Type
Acton	Howard and Karen	\$100,000	3/3/2014	Investors Deposit	check
Acton	Howard and Karen	200,000	4/6/2015	Investors Deposit	check
<b>Acton</b>	<b>Howard and Karen</b>	<b>300,000</b>			
Always Stay Balanced LLC		50,000	7/1/2014	Investors Deposit	wire
Always Stay Balanced LLC		30,000	8/11/2015	Investors Deposit	wire
<b>Always Stay Balanced LLC</b>		<b>80,000</b>			
Aragonesa LLC		50,000	3/21/2013	Investors Deposit	check
Aragonesa LLC		50,000	10/1/2013	Investors Deposit	check
Aragonesa LLC		50,000	4/23/2014	Investors Deposit	check
Aragonesa LLC		50,000	1/23/2015	Investors Deposit	check
Aragonesa LLC		50,000	10/20/2015	Investors Deposit	check
Aragonesa LLC		50,000	1/4/2016	Investors Deposit	check
<b>Aragonesa LLC</b>		<b>300,000</b>			
Barnes	Neal	50,000	1/23/2015	Investors Deposit	check
Barnes	Neal	75,000	4/7/2015	Investors Deposit	check
Barnes	Neal	80,000	5/31/2016	Investors Deposit	check
<b>Barnes</b>	<b>Neal</b>	<b>205,000</b>			
Bowling	Bret	50,000	3/31/2017	Investors Deposit	check
<b>Bowling</b>	<b>Bret</b>	<b>50,000</b>			
Broadway	Eugene	100,000	11/1/2016	Investors Deposit	check
<b>Broadway</b>	<b>Eugene</b>	<b>100,000</b>			
Bryant	Mary and Bruce	100,000	2/4/2013	Investors Deposit	check
Bryant	Mary and Bruce (Randolph Brooks)	50,000	3/3/2015	Investors Deposit	wire
<b>Bryant</b>	<b>Mary and Bruce</b>	<b>150,000</b>			
Bryant	Thurman Jr. and Judy	160,000	1/24/2012	Investors Deposit	check
Bryant	Thurman Jr. and Judy	140,000	1/9/2014	Investors Deposit	check
Bryant	Thurman Jr. and Judy	24,800	10/8/2014	Investors Deposit	check
Bryant	Thurman Jr. and Judy	50,000	10/15/2014	Investors Deposit	check
<b>Bryant</b>	<b>Thurman Jr. and Judy</b>	<b>374,800</b>			
Bryant III	Trey	50,000	5/8/2014	Investors Deposit	check
Bryant III	Trey	100,000	9/18/2015	Investors Deposit	check
<b>Bryant III</b>	<b>Trey</b>	<b>150,000</b>			
Calehr	Haroen	140,000	4/22/2013	Investors Deposit	wire
Calehr	Haroen	50,000	12/20/2013	Investors Deposit	wire
Calehr	Haroen	50,000	6/9/2014	Investors Deposit	wire
Calehr	Haroen	50,000	6/9/2014	Investors Deposit	wire
Calehr	Haroen	50,000	1/5/2016	Investors Deposit	wire
<b>Calehr</b>	<b>Haroen</b>	<b>340,000</b>			
Calehr	Harum	10,000	3/27/2017	Investors Deposit	check
<b>Calehr</b>	<b>Harum</b>	<b>10,000</b>			
Calehr and Associates		50,000	11/10/2011	Investors Deposit	check
<b>Calehr and Associates</b>		<b>50,000</b>			
Cantatore	Mark	102,000	2/22/2016	Investors Deposit	check
Cantatore	Mark	(25,000)	8/31/2016	Capital Refund	wire
<b>Cantatore</b>	<b>Mark</b>	<b>77,000</b>			
Carter	Ronald	50,000	4/29/2016	Investors Deposit	wire
<b>Carter</b>	<b>Ronald</b>	<b>50,000</b>			
Chang	Andrea	50,000	8/2/2013	Investors Deposit	check
<b>Chang</b>	<b>Andrea</b>	<b>50,000</b>			
Chetty	Mark	50,000	2/6/2015	Investors Deposit	check
Chetty	Mark	50,000	3/9/2015	Investors Deposit	check
Chetty	Mark	50,000	4/8/2015	Investors Deposit	check
Chetty	Mark	200,000	6/5/2015	Investors Deposit	check
Chetty	Mark	200,000	7/2/2015	Investors Deposit	check
Chetty	Mark	50,000	8/5/2015	Investors Deposit	check
Chetty	Mark	796,738	10/2/2015	Investors Deposit	wire
Chetty	Mark	30,000	10/5/2015	Investors Deposit	check
Chetty	Mark	30,000	11/9/2015	Investors Deposit	check
Chetty	Mark	20,000	2/10/2016	Investors Deposit	check
Chetty	Mark	20,000	6/28/2016	Investors Deposit	check
Chetty	Mark	20,000	8/8/2016	Investors Deposit	check

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]						
Last Name	First Name	Amount	Date	Description	Deposit Type	
Chetty	Mark	20,000	10/31/2016	Investors Deposit	check	
Chetty	Mark	20,000	12/9/2016	Investors Deposit	check	
Chetty	Mark	40,000	2/8/2017	Investors Deposit	check	
Chetty	Mark	5,000	3/10/2017	Investors Deposit	check	
<b>Chetty</b>	<b>Mark</b>	<b>1,601,738</b>				
Childers	Danny and Glenda	40,000	9/1/2015	Investors Deposit	check	
<b>Childers</b>	<b>Danny and Glenda</b>	<b>40,000</b>				
Cook	Laura	25,000	8/4/2016	Investors Deposit	check	
<b>Cook</b>	<b>Laura</b>	<b>25,000</b>				
Craft	Brian	60,000	6/24/2014	Investors Deposit	cash	
Craft	Brian	40,000	6/24/2014	Investors Deposit	check	
Craft	Brian	50,000	5/28/2015	Investors Deposit	check	
Craft	Brian	50,000	11/16/2015	Investors Deposit	check	
Craft	Brian	20,000	9/9/2016	Investors Deposit	check	
Craft	Brian	80,000	9/9/2016	Investors Deposit	check	
<b>Craft</b>	<b>Brian</b>	<b>300,000</b>				
Cunningham-Small	Erin	200,000	3/23/2016	Investors Deposit	check	
<b>Cunningham-Small</b>	<b>Erin</b>	<b>200,000</b>				
de la Garza	Javier	50,000	3/4/2015	Investors Deposit	check	
de la Garza	Javier	30,000	5/4/2015	Investors Deposit	check	
de la Garza	Javier	30,000	11/3/2015	Investors Deposit	check	
de la Garza	Javier	20,000	2/4/2016	Investors Deposit	check	
<b>de la Garza</b>	<b>Javier</b>	<b>130,000</b>				
de la Garza	Maria	20,000	4/5/2016	Investors Deposit	check	
<b>de la Garza</b>	<b>Maria</b>	<b>20,000</b>				
de Pedro	Isabel	100,000	8/26/2011	Investors Deposit	check	
de Pedro	Isabel	100,000	3/14/2012	Investors Deposit	check	
de Pedro	Isabel	20,000	3/21/2013	Investors Deposit	check	
de Pedro	Isabel	20,000	4/2/2014	Investors Deposit	check	
de Pedro	Isabel	20,000	9/29/2015	Investors Deposit	check	
de Pedro	Isabel	50,000	12/8/2016	Investors Deposit	check	
<b>de Pedro</b>	<b>Isabel</b>	<b>310,000</b>				
Delapaz	Michael and Lorena	100,000	6/5/2012	Investors Deposit	wire	
Delapaz	Michael and Lorena	80,000	1/10/2013	Investors Deposit	wire	
Delapaz	Michael and Lorena	50,000	10/10/2014	Investors Deposit	wire	
Delapaz	Michael and Lorena	80,000	12/23/2014	Investors Deposit	wire	
Delapaz	Michael and Lorena	42,000	1/7/2015	Investors Deposit	wire	
Delapaz	Michael and Lorena	8,000	1/9/2015	Investors Deposit	wire	
Delapaz	Michael and Lorena	50,000	7/9/2015	Investors Deposit	check	
Delapaz	Michael and Lorena	40,000	9/12/2016	Investors Deposit	check	
<b>Delapaz</b>	<b>Michael and Lorena</b>	<b>450,000</b>				
DesBiens	Frances	100,000	6/10/2014	Investors Deposit	wire	
<b>DesBiens</b>	<b>Frances</b>	<b>100,000</b>				
Dwyer	Kenneth and Kerrie	100,000	7/7/2015	Investors Deposit	check	
Dwyer	Kenneth and Kerrie	50,000	11/20/2015	Investors Deposit	check	
Dwyer	Kenneth and Kerrie	50,000	4/28/2016	Investors Deposit	check	
Dwyer	Kenneth and Kerrie	100,000	5/31/2016	Investors Deposit	check	
Dwyer	Kenneth and Kerrie	50,000	12/2/2016	Investors Deposit	check	
Dwyer	Kenneth and Kerrie	50,000	1/30/2017	Investors Deposit	check	
<b>Dwyer</b>	<b>Kenneth and Kerrie</b>	<b>400,000</b>				
Dysart	Eric	200,000	9/4/2012	Investors Deposit	wire	
Dysart	Eric	30,000	6/27/2013	Investors Deposit	check	
Dysart	Eric	60,000	10/31/2014	Investors Deposit	check	
Dysart	Eric	30,000	2/27/2015	Investors Deposit	check	
Dysart	Eric	100,000	7/11/2016	Investors Deposit	wire	
<b>Dysart</b>	<b>Eric</b>	<b>420,000</b>				
Dysart	Teddi	200,000	8/10/2012	Investors Deposit	wire	
Dysart	Teddi	100,000	6/27/2013	Investors Deposit	check	
Dysart	Teddi	100,000	3/13/2015	Investors Deposit	check	
<b>Dysart</b>	<b>Teddi</b>	<b>400,000</b>				
Emmons	Stanley and Brenda	150,000	11/4/2013	Investors Deposit	check	

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]						
Last Name	First Name	Amount	Date	Description	Deposit Type	
Emmons	Stanley and Brenda	50,000	2/7/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	3/3/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	3/7/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	5/29/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	9/4/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	10/7/2014	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	11/5/2015	Investors Deposit	check	
Emmons	Stanley and Brenda	50,000	3/24/2017	Investors Deposit	check	
<b>Emmons</b>	<b>Stanley and Brenda</b>	<b>550,000</b>				
Evans	Chuck	70,000	5/6/2016	Investors Deposit	check	
<b>Evans</b>	<b>Chuck</b>	<b>70,000</b>				
Ezell	John and Teresa	200,000	2/2/2015	Investors Deposit	check	
Ezell	John and Teresa	100,000	2/6/2015	Investors Deposit	check	
Ezell	John and Teresa	(150,000)	4/1/2016	Capital Refund	check	
<b>Ezell</b>	<b>John and Teresa</b>	<b>150,000</b>				
Steven	Foley	100,000	4/9/2015	Investors Deposit	wire	
Steven	Foley	50,000	11/8/2016	Investors Deposit	check	
<b>Foley</b>	<b>Steven</b>	<b>150,000</b>				
Fossler	Andrew	100,000	1/8/2015	Investors Deposit	check	
Fossler	Andrew	100,000	8/10/2015	Investors Deposit	check	
Fossler	Andrew	100,000	12/29/2015	Investors Deposit	check	
Fossler	Andrew	100,000	8/12/2016	Investors Deposit	check	
<b>Fossler</b>	<b>Andrew</b>	<b>400,000</b>				
Gallagher	Kevin and Kimberly	200,000	4/9/2012	Investors Deposit	wire	
Gallagher	Kevin and Kimberly	200,000	9/8/2016	Investors Deposit	check	
<b>Gallagher</b>	<b>Kevin and Kimberly</b>	<b>400,000</b>				
Garcia	Ronaldo and Maria	140,000	4/9/2013	Investors Deposit	check	
<b>Garcia</b>	<b>Ronaldo and Maria</b>	<b>140,000</b>				
Gilliam	Jeffrey	60,000	5/20/2016	Investors Deposit	wire	
<b>Gilliam</b>	<b>Jeffrey</b>	<b>60,000</b>				
Gula	Heather	60,000	10/1/2015	Investors Deposit	check	
<b>Gula</b>	<b>Heather</b>	<b>60,000</b>				
Hadaway	Rosalean and Richard	50,000	10/5/2016	Investors Deposit	check	
Hadaway	Rosalean and Richard	50,000	10/5/2016	Investors Deposit	check	
<b>Hadaway</b>	<b>Rosalean and Richard</b>	<b>100,000</b>				
Harco Development LLC		50,000	3/4/2014	Investors Deposit	wire	
Harco Development LLC		100,000	10/15/2014	Investors Deposit	wire	
<b>Harco Development LLC</b>		<b>150,000</b>				
Harper	Rebecca	100,000	2/6/2017	Investors Deposit	check	
<b>Harper</b>	<b>Rebecca</b>	<b>100,000</b>				
Hendricks	Scott and Cheryl Hendricks	56,000	7/2/2015	Investors Deposit	check	
<b>Hendricks</b>	<b>Scott and Cheryl Hendricks</b>	<b>56,000</b>				
Highway 6 Interest LLC		75,000	2/25/2014	Investors Deposit	wire	
<b>Highway 6 Interest LLC</b>		<b>75,000</b>				
Hinze	Randy and Georgia	100,000	7/26/2016	Investors Deposit	check	
<b>Hinze</b>	<b>Randy and Georgia</b>	<b>100,000</b>				
Hoogzand		45,000	1/11/2017	Investors Deposit	wire	
Hoogzand		5,000	1/11/2017	Investors Deposit	wire	
<b>Hoogzand and Fredriksz</b>	<b>Silene and Robbert</b>	<b>50,000</b>				
Hoselton	Stephen and Shirley	180,000	9/6/2016	Investors Deposit	check	
<b>Hoselton</b>	<b>Stephen and Shirley</b>	<b>180,000</b>				
Hradil	Rodney and Lisa	100,000	5/9/2016	Investors Deposit	check	
Hradil	Rodney and Lisa	20,000	3/14/2017	Investors Deposit	check	
Hradil	Rodney and Lisa	10,000	3/14/2017	Investors Deposit	check	
<b>Hradil</b>	<b>Rodney and Lisa</b>	<b>130,000</b>				
Hughes	Kenneth and Chelsea	35,000	2/9/2012	Investors Deposit	check	
Hughes	Kenneth and Chelsea	35,000	2/9/2012	Investors Deposit	check	
Hughes	Kenneth and Chelsea	248,000	9/9/2015	Investors Deposit	check	
Hughes	Kenneth and Chelsea	100,000	9/23/2015	Investors Deposit	check	
Hughes	Kenneth and Chelsea	152,000	10/6/2015	Investors Deposit	check	
Hughes	Kenneth and Chelsea	50,000	2/10/2016	Investors Deposit	check	

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]					
Last Name	First Name	Amount	Date	Description	Deposit Type
Hughes	Kenneth and Chelsea	50,000	5/11/2016	Investors Deposit	check
Hughes	Kenneth and Chelsea	50,000	11/9/2016	Investors Deposit	check
<b>Hughes</b>	<b>Kenneth and Chelsea</b>	<b>720,000</b>			
Hyman	Gary	100,000	4/25/2013	Investors Deposit	check
Hyman	Gary	30,000	1/28/2014	Investors Deposit	check
Hyman	Gary	50,000	6/13/2014	Investors Deposit	check
<b>Hyman</b>	<b>Gary</b>	<b>180,000</b>			
Joines	Dawnette	50,000	8/25/2014	Investors Deposit	wire
Joines	Dawnette	50,000	9/4/2015	Investors Deposit	wire
<b>Joines</b>	<b>Dawnette</b>	<b>100,000</b>			
King	Jack	50,000	2/4/2013	Investors Deposit	check
King	Jack	50,000	2/26/2013	Investors Deposit	check
King	Jack	10,000	7/12/2013	Investors Deposit	check
King	Jack	20,000	4/23/2014	Investors Deposit	check
King	Jack	60,000	10/31/2014	Investors Deposit	check
<b>King</b>	<b>Jack</b>	<b>190,000</b>			
Knapp	Blair	20,000	1/9/2014	Investors Deposit	check
Knapp	Blair	50,000	7/3/2014	Investors Deposit	wire
Knapp	Blair	20,000	5/22/2015	Investors Deposit	wire
Knapp	Blair	(90,000)	4/1/2016	Capital Refund	check
Knapp	Blair	20,000	11/21/2016	Investors Deposit	check
<b>Knapp</b>	<b>Blair</b>	<b>20,000</b>			
Ko	Mei	50,000	3/4/2014	Investors Deposit	check
<b>Ko</b>	<b>Mei</b>	<b>50,000</b>			
Kocian	Janice	35,000	6/2/2014	Investors Deposit	check
<b>Kocian</b>	<b>Janice</b>	<b>35,000</b>			
Kocian	Karin	10,000	11/2/2012	Investors Deposit	check
Kocian	Karin	20,000	11/9/2012	Investors Deposit	check
<b>Kocian</b>	<b>Karin</b>	<b>30,000</b>			
LaBauve	Chris and Karin	30,000	11/10/2011	Investors Deposit	check
LaBauve	Chris and Karin	62,700	2/11/2015	Investors Deposit	check
<b>LaBauve</b>	<b>Chris and Karin</b>	<b>92,700</b>			
Lehmann	Peter	80,000	7/3/2012	Investors Deposit	check
Lehmann	Peter	80,000	6/6/2013	Investors Deposit	wire
Lehmann	Peter	30,000	6/5/2014	Investors Deposit	wire
Lehmann	Peter	40,000	6/6/2014	Investors Deposit	wire
Lehmann	Peter	20,000	6/1/2015	Investors Deposit	wire
Lehmann	Peter	120,000	2/9/2016	Investors Deposit	wire
Lehmann	Peter	25,000	5/3/2016	Investors Deposit	wire
<b>Lehmann</b>	<b>Peter and Michelle</b>	<b>395,000</b>			
Lehmann	Quentin and Marilyn	100,000	2/13/2015	Investors Deposit	check
Lehmann	Quentin and Marilyn	30,000	7/9/2015	Investors Deposit	check
Lehmann	Quentin and Marilyn	15,000	1/30/2017	Investors Deposit	check
<b>Lehmann</b>	<b>Quentin and Marilyn</b>	<b>145,000</b>			
Luyt	Petrus	50,000	3/3/2014	Investors Deposit	check
Luyt	Petrus	50,000	4/29/2014	Investors Deposit	wire
Luyt	Petrus	200,000	8/7/2014	Investors Deposit	wire
Luyt	Petrus	25,000	6/4/2015	Investors Deposit	wire
Luyt	Petrus	15,000	6/8/2015	Investors Deposit	wire
Luyt	Petrus	40,000	7/29/2015	Investors Deposit	wire
Luyt	Petrus	20,000	3/21/2016	Investors Deposit	check
Luyt	Petrus	15,000	4/18/2016	Investors Deposit	wire
Luyt	Petrus	5,000	5/3/2016	Investors Deposit	wire
Luyt	Petrus	30,000	11/21/2016	Investors Deposit	wire
<b>Luyt</b>	<b>Petrus</b>	<b>450,000</b>			
Maldonado	Holly and Roland	3,000	8/24/2011	Investors Deposit	wire
Maldonado	Holly and Roland	22,000	8/25/2011	Investors Deposit	wire
Maldonado	Holly and Roland	20,000	6/3/2016	Investors Deposit	check
<b>Maldonado</b>	<b>Roland and Holly</b>	<b>45,000</b>			
Malik	Akber and Shirin	50,000	4/8/2016	Investors Deposit	check
<b>Malik</b>	<b>Akber and Shirin</b>	<b>50,000</b>			

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]						
Last Name	First Name	Amount	Date	Description	Deposit Type	
Mascheri	Angelo	200,000	6/30/2016	Investors Deposit	wire	
<b>Mascheri</b>	<b>Angelo and Gay</b>	<b>200,000</b>				
Meintjes	Theo	200,000	6/26/2015	Investors Deposit	cash	
Meintjes	Theo	220,000	7/28/2016	Investors Deposit	check	
<b>Meintjes</b>	<b>Theo and Engela</b>	<b>420,000</b>				
Ockenfels	Michael and Carmen	75,000	10/3/2013	Investors Deposit	check	
Ockenfels	Michael and Carmen	25,000	12/29/2015	Investors Deposit	check	
<b>Ockenfels</b>	<b>Michael and Carmen</b>	<b>100,000</b>				
Olaughlin	Franics	255,000	3/11/2015	Investors Deposit	check	
Olaughlin	Franics	75,000	4/28/2016	Investors Deposit	check	
Olaughlin	Franics	50,000	5/31/2016	Investors Deposit	check	
Olaughlin	Franics	20,000	8/3/2016	Investors Deposit	check	
Olaughlin	Franics	20,000	8/24/2016	Investors Deposit	check	
Olaughlin	Franics	20,000	10/11/2016	Investors Deposit	check	
Olaughlin	Franics	40,000	1/30/2017	Investors Deposit	check	
<b>Olaughlin</b>	<b>Franics</b>	<b>480,000</b>				
Perry	Patrick and Cheryl	20,000	4/6/2016	Investors Deposit	check	
<b>Perry</b>	<b>Patrick and Cheryl</b>	<b>20,000</b>				
Peterman	Mitja and Tina	50,000	1/9/2012	Investors Deposit	check	
Peterman	Mitja and Tina	50,000	2/6/2013	Investors Deposit	check	
Peterman	Mitja and Tina	(50,000)	12/6/2016	Capital Refund	wire	
<b>Peterman</b>	<b>Mitja and Tina</b>	<b>50,000</b>				
Rahardjo	Hari	50,000	11/20/2015	Investors Deposit	wire	
<b>Rahardjo</b>	<b>Hari</b>	<b>50,000</b>				
Rambin	Frank	50,000	8/8/2012	Investors Deposit	wire	
Rambin	Frank	(50,000)	12/3/2012	Capital Refund	wire	
<b>Rambin</b>	<b>Frank</b>	<b>0</b>				
RBSynergy		200,000	8/31/2011	Investors Deposit	check	
RBSynergy		50,000	11/18/2011	Investors Deposit	check	
RBSynergy		50,000	2/24/2012	Investors Deposit	check	
<b>RBSynergy</b>		<b>300,000</b>				
Revenig	Jurgen and Jennifer	10,000	7/23/2014	Investors Deposit	check	
<b>Revenig</b>	<b>Jurgen and Jennifer</b>	<b>10,000</b>				
Reyes	Anthony	50,000	3/10/2017	Investors Deposit	wire	
<b>Reyes</b>	<b>Anthony</b>	<b>50,000</b>				
Reyes	Trina	200,000	9/2/2011	Investors Deposit	check	
Reyes	Trina	100,000	12/6/2011	Investors Deposit	check	
Reyes	Trina	50,000	3/12/2012	Investors Deposit	check	
Reyes	Trina	50,000	4/24/2012	Investors Deposit	check	
Reyes	Trina	50,000	3/28/2013	Investors Deposit	check	
<b>Reyes</b>	<b>Trina</b>	<b>450,000</b>				
Ross	Walker and Amber	50,000	1/30/2015	Investors Deposit	check	
Ross	Walker and Amber	10,000	5/20/2015	Investors Deposit	check	
<b>Ross</b>	<b>Walker and Amber</b>	<b>60,000</b>				
Russell	Jeffrey	50,000	5/9/2016	Investors Deposit	wire	
Russell	Jeffrey	100,000	3/10/2017	Investors Deposit	wire	
<b>Russell</b>	<b>Jeffrey</b>	<b>150,000</b>				
Sargent	Wayne	100,000	10/11/2016	Investors Deposit	check	
Sargent	Wayne	100,000	3/9/2017	Investors Deposit	check	
<b>Sargent</b>	<b>Wayne</b>	<b>200,000</b>				
Schnabel	Thomas	200,000	3/4/2014	Investors Deposit	check	
Schnabel	Thomas	120,000	6/4/2015	Investors Deposit	check	
<b>Schnabel</b>	<b>Thomas</b>	<b>320,000</b>				
Seddighi	Hossein	70,000	7/29/2011	Investors Deposit	wire	
<b>Seddighi</b>	<b>Hossein</b>	<b>70,000</b>				
Senft	Mark	50,000	4/23/2015	Investors Deposit	wire	
Senft	Mark	50,000	1/25/2016	Investors Deposit	wire	
Senft	Mark	50,000	9/30/2016	Investors Deposit	wire	
<b>Senft</b>	<b>Mark</b>	<b>150,000</b>				
Senft	Thomas	100,000	6/4/2014	Investors Deposit	check	
Senft	Thomas	200,000	6/30/2014	Investors Deposit	check	

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]					
Last Name	First Name	Amount	Date	Description	Deposit Type
Senft	Thomas	100,000	12/1/2014	Investors Deposit	check
Senft	Thomas	100,000	8/26/2015	Investors Deposit	check
Senft	Thomas	100,000	1/25/2016	Investors Deposit	check
<b>Senft</b>	<b>Thomas</b>	<b>600,000</b>			
Shafer	Alice and Kenneth	600,000	3/10/2016	Investors Deposit	check
<b>Shafer</b>	<b>Alice and Kenneth</b>	<b>600,000</b>			
Shafer	Kenneth	100,000	3/10/2016	Investors Deposit	check
Shafer	Kenneth	100,000	7/7/2016	Investors Deposit	check
<b>Shafer</b>	<b>Kenneth</b>	<b>200,000</b>			
Shearer	Thomas	50,000	2/2/2017	Investors Deposit	check
<b>Shearer</b>	<b>Thomas</b>	<b>50,000</b>			
Smith	Bettye	100,000	1/9/2014	Investors Deposit	check
Smith	Bettye	50,000	4/3/2014	Investors Deposit	check
Smith	Bettye	50,000	4/24/2015	Investors Deposit	check
Smith	Bettye	50,000	12/7/2015	Investors Deposit	check
Smith	Bettye	50,000	4/21/2016	Investors Deposit	check
Smith	Bettye	50,000	3/7/2017	Investors Deposit	check
<b>Smith</b>	<b>Bettye</b>	<b>350,000</b>			
Solis	Joseph	45,000	3/2/2012	Investors Deposit	check
Solis	Joseph	55,000	3/8/2012	Investors Deposit	wire
Solis	Joseph	30,000	3/21/2014	Investors Deposit	check
Solis	Joseph	100,000	2/10/2016	Investors Deposit	check
<b>Solis</b>	<b>Joseph</b>	<b>230,000</b>			
Solis	Peter	50,000	6/30/2014	Investors Deposit	check
<b>Solis</b>	<b>Peter</b>	<b>50,000</b>			
Solis	Roland and Isabel	50,000	11/10/2011	Investors Deposit	check
Solis	Roland and Isabel	50,000	3/21/2013	Investors Deposit	check
Solis	Roland and Isabel	50,000	1/4/2016	Investors Deposit	check
Solis	Roland and Isabel	50,000	1/3/2017	Investors Deposit	check
<b>Solis</b>	<b>Roland and Isabel</b>	<b>200,000</b>			
Solis	Roland	100,000	8/26/2011	Investors Deposit	check
Solis	Roland	150,000	1/24/2012	Investors Deposit	check
Solis	Roland	50,000	3/20/2013	Investors Deposit	check
Solis	Roland	50,000	10/1/2013	Investors Deposit	check
Solis	Roland	50,000	4/23/2014	Investors Deposit	check
Solis	Roland	20,000	9/2/2014	Investors Deposit	check
Solis	Roland	50,000	1/23/2015	Investors Deposit	check
Solis	Roland	50,000	1/23/2015	Investors Deposit	check
Solis	Roland	50,000	1/4/2016	Investors Deposit	check
Solis	Roland	50,000	12/8/2016	Investors Deposit	check
<b>Solis</b>	<b>Roland</b>	<b>620,000</b>			
Solis Synergy		200,000	11/10/2011	Investors Deposit	wire
<b>Solis Synergy</b>		<b>200,000</b>			
Stonecoat of Texas LLC		50,000	8/5/2014	Investors Deposit	check
<b>Stonecoat of Texas LLC</b>		<b>50,000</b>			
Such	Christel	250,000	1/17/2014	Investors Deposit	check
Such	Christel	(30,000)	11/2/2015	Capital Refund	wire
<b>Such</b>	<b>Christel</b>	<b>220,000</b>			
Surmon	Robert	50,000	7/25/2012	Investors Deposit	wire
Surmon	Robert	90,000	7/8/2013	Investors Deposit	wire
Surmon	Robert	30,000	5/6/2014	Investors Deposit	wire
Surmon	Robert	40,000	5/1/2015	Investors Deposit	wire
Surmon	Robert	50,000	4/7/2016	Investors Deposit	wire
Surmon	Robert	60,000	2/7/2017	Investors Deposit	wire
<b>Surmon</b>	<b>Robert</b>	<b>320,000</b>			
Terry	Neva	36,000	2/26/2013	Investors Deposit	check
<b>Terry</b>	<b>Neva</b>	<b>36,000</b>			
Texas IOLTA Trust		10,000	10/31/2014	Investors Deposit	wire
Texas IOLTA Trust		100,000	12/4/2014	Investors Deposit	wire
Texas IOLTA Trust		34,500	10/7/2015	Investors Deposit	wire
Texas IOLTA Trust		10,000	1/5/2016	Investors Deposit	wire

**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]					
Last Name	First Name	Amount	Date	Description	Deposit Type
Texas IOLTA Trust		10,000	5/20/2016	Investors Deposit	wire
<b>Texas IOLTA Trust</b>		<b>164,500</b>			
Tibbals	Gary	200,000	6/1/2015	Investors Deposit	check
Tibbals	Gary	360,000	1/30/2017	Investors Deposit	check
<b>Tibbals</b>	<b>Gary and Tammy</b>	<b>560,000</b>			
Toczek	Barbara	50,000	3/14/2017	Investors Deposit	check
Toczek	Barbara	100,000	3/14/2017	Investors Deposit	check
<b>Toczek</b>	<b>Barbara</b>	<b>150,000</b>			
Veldsman	Juan	50,000	12/7/2015	Investors Deposit	wire
Veldsman	Juan	120,000	3/23/2016	Investors Deposit	wire
Veldsman	Juan	70,000	11/4/2016	Investors Deposit	wire
<b>Veldsman</b>	<b>Juan</b>	<b>240,000</b>			
Williams	Chet and Cynthia	50,000	9/7/2016	Investors Deposit	check
<b>Williams</b>	<b>Chet and Cynthia</b>	<b>50,000</b>			
Williams	Michelle and Jason	50,000	12/17/2012	Investors Deposit	check
Williams	Michelle and Jason	50,000	10/4/2013	Investors Deposit	check
Williams	Michelle and Jason	50,000	4/8/2014	Investors Deposit	check
Williams	Michelle and Jason	100,000	5/9/2016	Investors Deposit	check
Williams	Michelle and Jason	100,000	5/12/2016	Investors Deposit	check
Williams	Michelle and Jason	150,000	9/8/2016	Investors Deposit	check
<b>Williams</b>	<b>Jason and Michelle</b>	<b>500,000</b>			
Williams	Roberta	50,000	7/25/2012	Investors Deposit	wire
Williams	Roberta	90,000	7/8/2013	Investors Deposit	wire
Williams	Roberta	30,000	5/6/2014	Investors Deposit	wire
Williams	Roberta	50,000	6/4/2014	Investors Deposit	check
Williams	Roberta	9,000	3/24/2015	Investors Deposit	check
Williams	Roberta	14,500	4/8/2015	Investors Deposit	check
Williams	Roberta	40,000	5/1/2015	Investors Deposit	wire
Williams	Roberta	12,500	5/1/2015	Investors Deposit	check
Williams	Roberta	27,000	6/16/2015	Investors Deposit	check
Williams	Roberta	45,000	12/11/2015	Investors Deposit	check
Williams	Roberta	50,000	4/7/2016	Investors Deposit	wire
Williams	Roberta	13,000	10/5/2016	Investors Deposit	check
Williams	Roberta	60,000	2/7/2017	Investors Deposit	wire
<b>Williams</b>	<b>Roberta</b>	<b>491,000</b>			
Wren	Greg and Alix	50,000	7/7/2015	Investors Deposit	check
Wren	Greg and Alix	50,000	4/28/2016	Investors Deposit	check
Wren	Greg and Alix	100,000	5/31/2016	Investors Deposit	check
<b>Wren</b>	<b>Greg and Alix</b>	<b>200,000</b>			
Wren	Susan and Ray	300,000	7/7/2015	Investors Deposit	check
Wren	Susan and Ray	200,000	10/1/2015	Investors Deposit	check
Wren	Susan and Ray	300,000	2/29/2016	Investors Deposit	check
Wren	Susan and Ray	100,000	4/28/2016	Investors Deposit	check
Wren	Susan and Ray	100,000	5/31/2016	Investors Deposit	check
<b>Wren</b>	<b>Susan and Ray</b>	<b>1,000,000</b>			
Zschappel	Kenneth and Kerri	100,000	3/9/2016	Investors Deposit	wire
Zschappel	Kenneth and Kerri	300,000	4/6/2016	Investors Deposit	wire
<b>Zschappel</b>	<b>Kenneth and Kerri</b>	<b>400,000</b>			
Zschappel	Robert	240,000	2/9/2015	Investors Deposit	check
<b>Zschappel</b>	<b>Robert</b>	<b>240,000</b>			
Zschappel Trust		50,000	1/21/2014	Investors Deposit	check
<b>Zschappel Trust</b>		<b>50,000</b>			
	<b>Subtotal</b>	<b>\$22,958,738</b>			



**SEC v. Bryant III and BUCF**  
**Summary of Investor Funds Deposited by BUCF**

Investor Funds Deposited in BUCF Account 1916549692 [a]					
Last Name	First Name	Amount	Date	Description	Deposit Type
<b>Additional Investor Funds Identified in BUCF Monthly Investor Statements [1][b]</b>					
Last Name	First Name	Amount			
Cahill		\$52,250			
Chico		833,043			
Grandchildren Fund (de Pedro)		43,745			
Grandchildren Trust (Lehmann)		155,000			
Holly	Peters	100,000			
Idn	Suhani	50,000			
IL Ponte Enterprises LLC		1,022,188			
Norrie Foundation		1,990,000			
Sardah	Soekhai	34,500			
Grandchildren Fund (Solis)		26,000			
	<b>Subtotal</b>	<b>\$4,306,726</b>			
	<b>Total Investor Funds</b>	<b>\$27,265,464</b>			

**Sources:**

[a] Bryant United Capital Funding, Inc. Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[b] Bryant United Capital Funding Investor Monthly Statements from 10/28/2016 - 2/28/2017

**Note:**

[1] Bryant United Capital Funding Investor Monthly Statements from 10/28/2016 - 2/28/2017 identify \$4,306,726 in investor funds that have not been traced to the BUCF Wells Fargo Bank account 1916549692 or Wammel Group LLC account 6981199950. These amounts may include reinvested capital.

**SEC v. Bryant III and BUCF**  
**Summary of Wammel Account Balances**

Bank Statement Date	Account Holder Name	Bank	Account Number	Account Type	Balance	Source
4/21/2017	Arthur and Samantha Wammel	Wells Fargo	1688633047	Checking	\$435	[a]
4/14/2017	Arthur Wammel	Wells Fargo	9636887284	Checking	663	[b]
12/31/2016	Arthur Wammel	OptionsXpress	0253-9260	Investments	53	[c]
12/31/2016	Equity Trust Company FBO David R Fraser	OptionsXpress	6126-3927	Investments	0	[d]
3/31/2017	Summus Investment Holdings, LLC	Wells Fargo	6725435108	Business Checking	465	[e]
6/30/2017	Wammel Group LLC	OptionsXpress	0502-2959	Investments	213,571	[f]
4/30/2017	Wammel Group LLC	TD Ameritrade	861-508908	Investments	245,045	[g]
4/30/2017	Wammel Group LLC	Wells Fargo	6981199950	Business Checking	47,243	[h]
3/31/2017	Wammel Group LLC	Wells Fargo	6981199968	Savings	212	[i]
<b>Total</b>					<b>\$507,688</b>	

**Sources:**

- [a] Wells Fargo Bank Statement Account Number 1688633047 dated March 22, 2017 - April 21, 2017
- [b] Wells Fargo Bank Statement Account Number 9636887284 dated March 15, 2017 - April 14, 2017
- [c] Options Xpress Statement Account Number 0253-9260 dated December 1, 2016 - December 31, 2016
- [d] Options Xpress Statement Account Number 6126-3927 dated December 1, 2016 - December 31, 2016
- [e] Wells Fargo Bank Statement Account Number 6725435108 dated March 1, 2017 - March 31, 2017
- [f] Options Xpress Statement Account Number 0502-2959 dated December 1, 2016 - December 31, 2016
- [g] TD Ameritrade Statement Account Number 861-508908 dated April 1, 2017 - April 30, 2017
- [h] Wells Fargo Bank Statement Account Number 6981199950 dated April 1, 2017 - April 30, 2017
- [i] Wells Fargo Bank Statement Account Number 6981199968 dated March 1, 2017 - March 31, 2017

*Tentative and Preliminary  
 For Discussion Purposes Only*

*Privileged and Confidential  
 Prepared at the Direction of Counsel*

**SEC v. Bryant III and BUCF**  
***Summary of Relief Defendant's Bank Accounts Presumed to be Frozen***

<b>Bank Statement Date</b>	<b>Account Holder Name</b>	<b>Bank</b>	<b>Account Number</b>	<b>Account Type</b>	<b>Balance</b>	<b>Source</b>
<b>List of Bank Accounts - 05.09.17 (Bank Accts to Freeze) [a]</b>						
4/21/2017	Arthur and Samantha Wammel	Wells Fargo	1688633047	Checking	\$435	[b]
8/1/2011	Arthur and Samantha Wammel	Wells Fargo	7885285457	Savings	388	[c]
4/14/2017	Arthur Wammel	Wells Fargo	9636887284	Checking	663	[d]
6/30/2011	Arthur Wammel	Wells Fargo	5334672572	Savings	25	[e]
3/20/2017	Wammel Group LLC	Wells Fargo	5474648804004390	Credit Card	(30,459)	[f]
11/17/2016	Wammel Group LLC	Wells Fargo	4856200603089924	Credit Card	0	[g]
12/31/2016	Arthur Wammel	OptionsXpress	0253-9260	Investments	53	[h]
3/31/2017	Summus Investment Holdings, LLC [1]	Wells Fargo	6725435108	Business Checking	465	[i]
6/30/2017	Wammel Group LLC	OptionsXpress	0502-2959	Investments	213,571	[j][2]
4/30/2017	Wammel Group LLC	TD Ameritrade	861-508908	Investments	245,045	[k]
4/30/2017	Wammel Group LLC	Wells Fargo	6981199950	Business Checking	47,243	[l]
3/31/2017	Wammel Group LLC	Wells Fargo	6981199968	Savings	212	[m]
4/30/2015	Arthur Wammel DBA WSG Equity Partners LLC	Wells Fargo	3777924170	Checking	0	[n]
7/31/2014	WH Holdings, LLC [1]	Wells Fargo	9918464489	Checking	0	[o]
					\$477,641	

**Sources:**

- [a] "List of Bank Accounts - 05.09.17" file provided by the SEC
- [b] Wells Fargo Bank Statement for Account Number 1688633047 dated March 22, 2017 - April 21, 2017
- [c] Wells Fargo Bank Statement for Account Number 7885285457 dated July 2, 2011 - August 1, 2011
- [d] Wells Fargo Bank Statement for Account Number 9636887284 dated March 15, 2017 - April 14, 2017
- [e] Wells Fargo Bank Statement for Account Number 5334672572 dated April 1, 2011 - June 30, 2011
- [f] Wells Fargo Credit Card Statement for Account Number 5474648804004390 dated February 21, 2017 - March 20, 2017
- [g] Wells Fargo Credit Card Statement for Account Number 4856200603089924 dated October 20, 2016 - November 17, 2016
- [h] Options Xpress Statement for Account Number 0253-9260 dated December 1, 2016 - December 31, 2016
- [i] Wells Fargo Bank Statement for Account Number 6725435108 dated March 1, 2017 - March 31, 2017
- [j] Options Xpress Statement for Account Number 0502-2959 dated December 1, 2016 - December 31, 2016
- [k] TD Ameritrade Statement for Account Number 861-508908 dated April 1, 2017 - April 30, 2017
- [l] Wells Fargo Bank Statement for Account Number 6981199950 dated April 1, 2017 - April 30, 2017
- [m] Wells Fargo Bank Statement for Account Number 6981199968 dated March 1, 2017 - March 31, 2017
- [n] Wells Fargo Bank Statement for Account Number 3777924170 dated April 1, 2017 - April 30, 2017
- [o] Wells Fargo Bank Statement for Account Number 9918464489 dated July 1, 2014 - July 31, 2014

**Notes:**

- [1] Lists Arthur Wammel as Registered Agent of the Domestic Limited Liability Corporation on the Secretary of State website.

*Tentative and Preliminary  
For Discussion Purposes Only*

*Privileged and Confidential  
Prepared at the Direction of Counsel*

[2] Remaining balance on OptionsXpress account 0502-2959 was \$7,140,419.14 as of 12/31/16. The balance has been updated to reflect new documents received.

**SEC v. Bryant III and BUCF**  
**Comparison of Bryant United Holding, Inc. Activity Statements and Transfers**  
**between Bryant United Capital Funding Inc. and Wammel Group LLC**

Statement Month [1][a]	Initial Investment [1][a]	Increase / (Decrease) in Initial Investment	Amount Transferred from BUCF to Wammel [b][c][d]	Account Activity [1][a]	Amount Transferred from Wammel to BUCF [c][d][e]
July-11	\$572,645			\$23,005	\$23,005
August-11	692,645	\$120,000	\$120,000	20,785	20,785
September-11	697,480	4,835		46,246	46,246
October-11	1,333,676	636,196	620,000	67,744	67,744
November-11	1,288,170	(45,506)		63,233	63,233
December-11	1,588,170	300,000	300,000	81,872	81,872
January-12	1,766,792	178,622	150,000	91,510	91,510
February-12	1,849,793	83,001	50,000	92,121	92,121
March-12	2,191,664	341,871	310,000	106,621	106,621
April-12	2,391,664	200,000	200,000	112,848	109,348
May-12	2,728,020	336,356	300,000	119,730	119,730
June-12	2,810,250	82,230	50,000	122,598	122,598
July-12	2,943,598	133,348	100,000	126,276	126,276
August-12	3,027,124	83,526	50,000	129,331	129,331
September-12	3,361,965	334,841	300,000	136,362	136,362
October-12	3,543,327	181,362	150,000	139,527	139,527
November-12	3,572,604	29,277		130,352	130,352
December-12	3,542,706	(29,898)		127,601	127,601
January-13	3,561,807	19,101		128,352	128,352
February-13	3,581,659	19,852		129,572	90,000
March-13	3,882,731	301,072	280,000	141,560	0
April-13	4,115,991	233,260	30,428	147,786	147,786
May-13	4,599,027	483,036	298,440	156,577	156,577
June-13	4,619,454	20,427		162,360	162,360
July-13	4,725,704	106,250	80,000	163,882	163,882
August-13	4,960,636	234,932	210,000	170,856	170,856
September-13	4,985,192	24,556		170,050	170,050
October-13	5,008,942	23,750		167,400	167,400
November-13	5,220,042	211,100	190,000	163,624	163,624
December-13	5,370,716	150,674	140,000	168,614	133,000
January-14	5,381,680	10,964		177,220	177,220
February-14	5,541,250	159,570	384,400	180,895	130,895
March-14	5,867,510	326,260	40,000	189,060	189,060
<b>Total</b>		<b>\$5,294,865</b>	<b>\$4,353,268</b>	<b>\$4,155,570</b>	<b>\$3,885,324</b>

**Sources:**

- [a] Bryant United Holding, Inc. Activity Statements from July 2011 to March 2014
- [b] **Exhibit 2**
- [c] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017
- [d] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017
- [e] **Exhibit 3**
- [f] Art Wammel E-mail to Trey Bryant on 3/31/14 with Bryant United Holding, Inc. Activity Statements attached.

**Note:**

- [1] Initial Investment and Account Activity appear on the Bryant United Holding, Inc. Activity Statements which appear to be prepared by Wammel and sent to Bryant on a monthly basis.

**SEC v. Bryant III and BUCF**  
**Summary of Wammel OptionsXpress Account 0502-2959**

	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	
Cash:								
Opening Balance	\$9,704,433.89	\$9,042,507.64	\$8,187,636.18	\$8,251,761.93	\$5,799,735.53	\$5,740,739.63	\$4,294,668.10	
Assets Bought	(8,841,359.44)	(14,116,954.01)	(19,686,849.77)	(37,073,750.53)	(33,168,889.96)	(57,855,839.60)	(33,309,259.49)	
Assets Sold	9,379,357.56	15,061,993.99	20,275,901.23	34,636,655.47	33,399,826.15	56,409,721.35	29,228,150.51	
Other Activity	(1,199,924.37)	(1,799,911.44)	(524,925.71)	(14,931.34)	(289,932.09)	46.72	11.77	
Ending Cash Balance	\$9,042,507.64	\$8,187,636.18	\$8,251,761.93	\$5,799,735.53	\$5,740,739.63	\$4,294,668.10	\$213,570.89	
Ending Options Balance	(\$1,902,088.50)	(\$3,470,523.00)	(\$5,944,033.25)	(\$4,221,295.00)	(\$5,286,469.50)	(\$4,094,121.25)	\$0	
<b>Total Account Value</b>	<b>\$7,140,419.14</b>	<b>\$4,717,113.18</b>	<b>\$2,307,728.68</b>	<b>\$1,578,440.53</b>	<b>\$454,270.13</b>	<b>\$200,546.85</b>	<b>\$213,570.89</b>	
								<b>Total</b>
Amounts Transferred from 2959 to WF Account 9950 [1][2]	\$1,200,000	\$1,800,000	\$525,000	\$15,000	\$290,000	\$0	\$0	\$3,830,000
Amounts Transferred from Wammel 9950 to BUCF 9692	(\$647,405)	(\$709,300)	(\$700,000)	(\$695,555)	\$0	\$0	\$0	(\$2,752,260)
Amount Kept in 9950	\$552,595	\$1,090,700	(\$175,000)	(\$680,555)	\$290,000	\$0	\$0	\$1,077,740

**Notes:**

[1] Amounts are included in "Other Activity".

[2] Wells Fargo Business Checking Account 6981199950.

SEC v. Bryant III and BUCF  
BUCF and Other Investor Monies to OptionsXpress Account

BUCF (9692) to Wammel (9950)		Wammel (9950) to OptionsXpress (2959)		Difference Held/(Over-invested) by Wammel
Date	Amount	Date	Amount	
Aug-11	\$120,000	Aug-11	\$65,000	55,000
Sep-11	620,000	Sep-11	610,000	10,000
Nov-11	300,000	Nov-11	200,000	100,000
Dec-11	150,000	Dec-11	185,000	(35,000)
Jan-12	50,000	Jan-12	240,000	(190,000)
Feb-12	310,000	Feb-12	305,000	5,000
Mar-12	200,000			200,000
Apr-12	300,000	Apr-12	280,000	20,000
May-12	50,000	May-12	50,000	0
Jun-12	100,000			100,000
Jul-12	50,000	Jul-12	50,000	0
Aug-12	300,000	Aug-12	200,000	100,000
Sep-12	150,000	Sep-12	215,000	(65,000)
Feb-13	280,000	Feb-13	65,000	215,000
Mar-13	30,428	Mar-13	23,000	7,428
Apr-13	298,440	May-13	630,000	(331,560)
Jun-13	80,000	Jun-13	335,000	(255,000)
Jul-13	210,000	Aug-13	35,000	175,000
Oct-13	190,000	Oct-13	100,000	90,000
Nov-13	140,000	Nov-13	50,000	90,000
Jan-14	384,400	Jan-14	125,000	259,400
Feb-14	40,000			40,000
Mar-14	500,000	Mar-14	425,000	75,000
Apr-14	88,900	Apr-14	40,000	48,900
Jun-14	500,000	May-14	300,000	200,000
Jul-14	240,090	Jun-14	490,000	(249,910)
Aug-14	250,000	Jul-14	230,000	20,000
Sep-14	50,000	Aug-14	250,000	(200,000)
Oct-14	250,000	Sep-14	690,000	(440,000)
Nov-14	75,950	Oct-14	450,000	(374,050)
Dec-14	229,996	Dec-14	125,000	104,996
Jan-15	300,000			300,000
Feb-15	700,000	Feb-15	250,000	450,000
Mar-15	500,000	Mar-15	425,000	75,000
Apr-15	500,000	Apr-15	700,000	(200,000)
May-15	50,000			50,000
Jun-15	365,000	Jun-15	350,000	15,000
Jul-15	750,000	Jul-15	12,500,000	(11,750,000)
Aug-15	220,000	Aug-15	2,500,000	(2,280,000)
Sep-15	350,000			350,000
Oct-15	1,250,000	Oct-15	1,100,000	150,000
Nov-15	180,000			180,000
Dec-15	100,000	Jan-16	3,500,000	(3,400,000)
Jan-16	245,000	Feb-16	1,500,000	(1,255,000)
Feb-16	425,000			425,000
Mar-16	785,000			785,000
Apr-16	600,000			600,000
May-16	496,650	Jun-16	500,000	(3,350)
Jul-16	410,000			410,000
Aug-16	165,000			165,000
Sep-16	750,000			750,000
Oct-16	230,000			230,000
Nov-16	170,000			170,000
Dec-16	150,000			150,000
		Feb-17	185,000	(185,000)
<b>Total</b>	<b>\$16,229,854</b>		<b>\$30,273,000</b>	<b>(\$14,043,146)</b>

Other Investors to Wammel (9950)		
Date	Amount	Name
Mar-15	50,000	Swift Tree Holdings LLC
Apr-15	200,000	Swift Tree Holdings LLC
Apr-15	50,000	Swift Tree Holdings LLC
Apr-15	150,000	Richard L Engel
May-15	50,000	Quest IRA Inc
May-15	100,000	Kb Northpointe LLC
May-15	100,000	Warren Lee Trahan
Jul-15	10,000,000	RBC Dominion Sec/ T-Roy Investments
Jul-15	25,000	Timothy Johnson
Jul-15	6,000,000	RBC Dominion Sec/ T-Roy Investments
Jul-15	100,000	Swift Tree Holdings LLC
Jul-15	200,000	Swift Tree Holdings LLC
Nov-15	100,000	Swift Tree Holdings LLC
Dec-15	75,000	Timothy Johnson
Jan-16	6,000,000	RBC Dominion Sec/Black Gold Investments
Jan-16	75,000	David Martin Funds
Mar-16	56,000	Laurie B Swift
Apr-16	56,000	Laurie B Swift
Jun-16	20,000	Sherry Brian
Aug-16	100,000	Laurie Beth Inc
Aug-16	500,000	Swift Tree Holdings LLC
Sep-16	25,000	Swift Tree Holdings LLC
Oct-16	10,000	Dorothy Madison
Oct-16	50,000	Tim Johnson
Nov-16	75,000	Swift Tree Holdings LLC
Dec-16	22,400	Lawrence Hollander
Feb-16	25,000	Swift Tree Holdings LLC
<b>Total</b>	<b>\$24,214,400</b>	





**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
7/5/2011	\$1,000	7284 Checking
7/6/2011	500	7284 Checking
7/6/2011	463	ATM Withdrawal
7/11/2011	300	ATM Withdrawal
7/12/2011	1,600	7284 Checking
7/12/2011	250	3047 Checking
7/15/2011	500	7284 Checking
7/19/2011	2,334	Branch Store Withdrawal
7/20/2011	402	ATM Withdrawal
7/21/2011	1,000	7284 Checking
7/25/2011	1,000	7284 Checking
7/26/2011	1,000	7284 Checking
7/28/2011	1,000	7284 Checking
7/29/2011	400	ATM Withdrawal
8/4/2011	2,000	7284 Checking
8/9/2011	500	7284 Checking
8/15/2011	300	ATM Withdrawal
8/15/2011	500	7284 Checking
8/23/2011	1,500	7284 Checking
8/24/2011	1,000	7284 Checking
8/24/2011	500	7284 Checking
8/29/2011	30,000	7284 Checking
9/1/2011	5,000	7284 Checking
9/2/2011	1,000	7284 Checking
9/2/2011	400	3047 Checking
9/6/2011	400	ATM Withdrawal
9/6/2011	200	ATM Withdrawal
9/6/2011	1,200	7284 Checking
9/7/2011	300	ATM Withdrawal
9/8/2011	500	7284 Checking
9/9/2011	300	7284 Checking
9/9/2011	2,000	Branch Store Withdrawal
9/12/2011	500	7284 Checking
9/14/2011	1,500	7284 Checking
9/14/2011	300	ATM Withdrawal
9/19/2011	250	7284 Checking
9/19/2011	300	ATM Withdrawal
9/19/2011	500	7284 Checking
9/19/2011	300	7284 Checking
9/22/2011	1,000	7284 Checking
9/26/2011	500	ATM Withdrawal
9/27/2011	2,000	7284 Checking
9/28/2011	2,000	7284 Checking
10/4/2011	4,200	7284 Checking
10/4/2011	3,000	3047 Checking
10/5/2011	1,250	7284 Checking
10/5/2011	400	ATM Withdrawal
10/7/2011	1,500	7284 Checking
10/18/2011	2,000	7284 Checking
10/19/2011	500	7284 Checking
10/20/2011	300	ATM Withdrawal
10/24/2011	4,500	7284 Checking
10/25/2011	1,000	7284 Checking
10/26/2011	1,000	7284 Checking
10/26/2011	800	7284 Checking
10/27/2011	1,500	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
10/27/2011	302	ATM Withdrawal
10/31/2011	302	ATM Withdrawal
11/2/2011	5,000	7284 Checking
11/3/2011	1,500	7284 Checking
11/4/2011	1,700	7284 Checking
11/7/2011	300	ATM Withdrawal
11/14/2011	2,000	7284 Checking
11/14/2011	500	ATM Withdrawal
11/14/2011	1,000	7284 Checking
11/15/2011	1,000	7284 Checking
11/16/2011	1,000	7284 Checking
11/17/2011	2,000	7284 Checking
11/18/2011	500	ATM Withdrawal
11/21/2011	500	ATM Withdrawal
11/28/2011	2,000	7284 Checking
11/30/2011	800	7284 Checking
11/30/2011	500	ATM Withdrawal
12/1/2011	300	Branch Store Withdrawal
12/2/2011	4,500	7284 Checking
12/5/2011	400	ATM Withdrawal
12/5/2011	700	7284 Checking
12/12/2011	2,000	7284 Checking
12/12/2011	1,750	7284 Checking
12/13/2011	500	7284 Checking
12/15/2011	300	ATM Withdrawal
12/19/2011	300	7284 Checking
12/19/2011	1,000	Branch Store Withdrawal
12/20/2011	1,000	7284 Checking
12/21/2011	10,000	Branch Store Withdrawal
12/27/2011	800	7284 Checking
12/29/2011	500	ATM Withdrawal
12/30/2011	400	7284 Checking
1/3/2012	1,100	7284 Checking
1/4/2012	5,000	7284 Checking
1/10/2012	2,000	7284 Checking
1/12/2012	3,500	7284 Checking
1/17/2012	1,000	7284 Checking
1/20/2012	203	ATM Withdrawal
1/24/2012	1,000	7284 Checking
1/25/2012	1,500	7284 Checking
1/26/2012	2,700	7284 Checking
1/30/2012	750	7284 Checking
1/30/2012	1,000	7284 Checking
1/30/2012	300	7284 Checking
1/31/2012	18,000	7284 Checking
2/1/2012	500	7284 Checking
2/2/2012	(620)	3047 Checking
2/3/2012	4,250	7284 Checking
2/3/2012	600	3047 Checking
2/3/2012	1,000	7284 Checking
2/7/2012	1,500	7284 Checking
2/8/2012	500	ATM Withdrawal
2/9/2012	1,000	7284 Checking
2/10/2012	2,000	7284 Checking
2/15/2012	1,000	7284 Checking
2/21/2012	500	ATM Withdrawal

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
2/21/2012	1,500	7284 Checking
2/21/2012	500	7284 Checking
2/21/2012	1,500	7284 Checking
2/23/2012	500	7284 Checking
2/27/2012	500	7284 Checking
2/27/2012	800	7284 Checking
2/28/2012	500	7284 Checking
3/2/2012	303	ATM Withdrawal
3/5/2012	750	7284 Checking
3/7/2012	4,250	7284 Checking
3/9/2012	500	7284 Checking
3/9/2012	1,000	3047 Checking
3/12/2012	500	ATM Withdrawal
3/12/2012	1,000	7284 Checking
3/12/2012	1,800	7284 Checking
3/14/2012	500	7284 Checking
3/16/2012	2,000	7284 Checking
3/19/2012	500	7284 Checking
3/19/2012	500	7284 Checking
3/19/2012	18,000	7284 Checking
3/20/2012	1,000	7284 Checking
3/20/2012	1,600	7284 Checking
3/21/2012	500	ATM Withdrawal
3/22/2012	400	ATM Withdrawal
3/27/2012	2,500	7284 Checking
3/27/2012	800	7284 Checking
3/27/2012	300	ATM Withdrawal
3/29/2012	300	ATM Withdrawal
4/2/2012	6,000	7284 Checking
4/3/2012	500	ATM Withdrawal
4/4/2012	2,000	7284 Checking
4/5/2012	1,000	7284 Checking
4/10/2012	2,000	7284 Checking
4/13/2012	500	7284 Checking
4/16/2012	500	7284 Checking
4/16/2012	1,000	7284 Checking
4/23/2012	1,400	Branch Store Withdrawal
4/23/2012	5,000	Branch Store Withdrawal
4/24/2012	1,000	7284 Checking
4/26/2012	800	7284 Checking
4/30/2012	500	3047 Checking
4/30/2012	500	7284 Checking
4/30/2012	200	ATM Withdrawal
4/30/2012	1,000	7284 Checking
4/30/2012	600	7284 Checking
4/30/2012	500	ATM Withdrawal
5/2/2012	5,500	7284 Checking
5/3/2012	500	ATM Withdrawal
5/4/2012	500	7284 Checking
5/10/2012	4,500	7284 Checking
5/14/2012	500	ATM Withdrawal
5/14/2012	500	7284 Checking
5/15/2012	500	7284 Checking
5/18/2012	1,500	7284 Checking
5/21/2012	500	ATM Withdrawal
5/25/2012	1,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

Date	Transfer To/(From) Amount	Transferred to Account
5/29/2012	1,000	7284 Checking
5/29/2012	750	7284 Checking
6/1/2012	2,000	7284 Checking
6/1/2012	500	ATM Withdrawal
6/4/2012	500	7284 Checking
6/4/2012	5,000	7284 Checking
6/8/2012	500	ATM Withdrawal
6/11/2012	1,000	7284 Checking
6/11/2012	2,000	7284 Checking
6/14/2012	1,000	7284 Checking
6/18/2012	1,000	7284 Checking
6/19/2012	1,500	7284 Checking
6/22/2012	500	ATM Withdrawal
6/26/2012	1,500	7284 Checking
7/3/2012	1,000	7284 Checking
7/6/2012	5,000	7284 Checking
7/10/2012	1,000	7284 Checking
7/10/2012	4,000	7284 Checking
7/13/2012	1,500	7284 Checking
7/20/2012	500	ATM Withdrawal
7/26/2012	800	7284 Checking
7/30/2012	1,000	7284 Checking
7/30/2012	1,300	7284 Checking
7/31/2012	300	ATM Withdrawal
8/2/2012	300	ATM Withdrawal
8/6/2012	1,000	7284 Checking
8/8/2012	5,000	7284 Checking
8/8/2012	1,500	7284 Checking
8/10/2012	500	7284 Checking
8/13/2012	200	ATM Withdrawal
8/13/2012	2,000	7284 Checking
8/14/2012	2,000	7284 Checking
8/16/2012	2,000	7284 Checking
8/20/2012	300	ATM Withdrawal
8/20/2012	2,000	7284 Checking
8/27/2012	1,500	7284 Checking
8/28/2012	2,000	7284 Checking
9/4/2012	2,000	7284 Checking
9/5/2012	4,500	7284 Checking
9/10/2012	2,500	7284 Checking
9/10/2012	1,000	7284 Checking
9/11/2012	1,000	7284 Checking
9/12/2012	800	7284 Checking
9/17/2012	500	7284 Checking
9/19/2012	2,000	7284 Checking
9/20/2012	300	ATM Withdrawal
9/21/2012	1,200	7284 Checking
9/24/2012	3,000	7284 Checking
9/26/2012	1,800	7284 Checking
9/28/2012	300	ATM Withdrawal
10/3/2012	2,500	7284 Checking
10/4/2012	2,500	7284 Checking
10/9/2012	1,000	7284 Checking
10/9/2012	400	ATM Withdrawal
10/10/2012	1,500	7284 Checking
10/11/2012	1,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
10/12/2012	1,000	7284 Checking
10/15/2012	1,000	7284 Checking
10/18/2012	800	7284 Checking
10/22/2012	200	ATM Withdrawal
10/23/2012	1,000	7284 Checking
10/25/2012	500	7284 Checking
10/29/2012	750	7284 Checking
10/31/2012	200	ATM Withdrawal
11/6/2012	5,000	7284 Checking
11/13/2012	1,000	7284 Checking
11/13/2012	2,000	7284 Checking
11/15/2012	500	7284 Checking
11/19/2012	200	ATM Withdrawal
11/19/2012	300	7284 Checking
11/19/2012	2,000	7284 Checking
11/19/2012	100	ATM Withdrawal
11/26/2012	500	7284 Checking
11/26/2012	800	7284 Checking
11/26/2012	200	ATM Withdrawal
11/27/2012	1,800	7284 Checking
11/29/2012	300	ATM Withdrawal
12/3/2012	600	7284 Checking
12/4/2012	1,500	7284 Checking
12/5/2012	4,500	7284 Checking
12/5/2012	2,000	7284 Checking
12/11/2012	750	7284 Checking
12/13/2012	500	7284 Checking
12/19/2012	2,000	7284 Checking
12/20/2012	1,000	7284 Checking
12/20/2012	500	3047 Checking
12/26/2012	1,000	7284 Checking
12/27/2012	1,650	7284 Checking
12/28/2012	500	7284 Checking
1/3/2013	1,000	7284 Checking
1/3/2013	500	7284 Checking
1/4/2013	5,000	7284 Checking
1/7/2013	1,200	7284 Checking
1/7/2013	500	7284 Checking
1/8/2013	800	7284 Checking
1/10/2013	1,800	7284 Checking
1/11/2013	200	ATM Withdrawal
1/14/2013	750	7284 Checking
1/23/2013	500	7284 Checking
1/24/2013	500	7284 Checking
1/28/2013	500	7284 Checking
1/28/2013	700	7284 Checking
1/29/2013	300	7284 Checking
2/4/2013	6,500	7284 Checking
2/11/2013	500	7284 Checking
2/11/2013	2,000	7284 Checking
2/11/2013	2,500	7284 Checking
2/19/2013	1,000	7284 Checking
2/20/2013	300	ATM Withdrawal
2/22/2013	550	7284 Checking
2/26/2013	1,000	7284 Checking
3/4/2013	2,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

Date	Transfer To/(From) Amount	Transferred to Account
3/4/2013	500	ATM Withdrawal
3/8/2013	4,500	7284 Checking
3/11/2013	200	ATM Withdrawal
3/11/2013	1,850	7284 Checking
3/13/2013	500	ATM Withdrawal
3/14/2013	1,000	7284 Checking
3/14/2013	1,000	7284 Checking
3/19/2013	2,500	7284 Checking
3/21/2013	250	7284 Checking
3/25/2013	300	ATM Withdrawal
3/25/2013	500	7284 Checking
3/26/2013	1,000	7284 Checking
3/26/2013	200	7284 Checking
3/26/2013	300	7284 Checking
4/1/2013	500	7284 Checking
4/2/2013	203	ATM Withdrawal
4/4/2013	1,000	7284 Checking
4/5/2013	200	ATM Withdrawal
4/5/2013	25,000	Branch Store Withdrawal
4/8/2013	5,000	7284 Checking
4/10/2013	2,000	7284 Checking
4/10/2013	1,500	7284 Checking
4/15/2013	1,000	7284 Checking
4/16/2013	500	7284 Checking
4/17/2013	500	7284 Checking
4/17/2013	200	ATM Withdrawal
4/18/2013	500	7284 Checking
4/25/2013	3,500	7284 Checking
4/30/2013	300	ATM Withdrawal
5/1/2013	1,500	7284 Checking
5/3/2013	5,750	7284 Checking
5/7/2013	500	7284 Checking
5/10/2013	500	7284 Checking
5/13/2013	2,000	7284 Checking
5/13/2013	300	ATM Withdrawal
5/14/2013	500	7284 Checking
5/15/2013	1,000	7284 Checking
5/15/2013	1,000	7284 Checking
5/16/2013	1,000	7284 Checking
5/20/2013	400	ATM Withdrawal
5/20/2013	1,000	7284 Checking
5/21/2013	500	7284 Checking
5/24/2013	3,500	7284 Checking
5/24/2013	400	ATM Withdrawal
5/30/2013	3,750	7284 Checking
5/31/2013	1,500	7284 Checking
5/31/2013	300	ATM Withdrawal
6/4/2013	5,000	7284 Checking
6/10/2013	1,500	7284 Checking
6/10/2013	1,000	7284 Checking
6/12/2013	1,000	7284 Checking
6/13/2013	1,000	7284 Checking
6/18/2013	500	7284 Checking
6/18/2013	500	3047 Checking
6/19/2013	304	ATM Withdrawal
6/20/2013	1,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
6/21/2013	500	7284 Checking
6/24/2013	130	ATM Withdrawal
6/25/2013	1,500	7284 Checking
6/27/2013	1,000	7284 Checking
6/28/2013	300	ATM Withdrawal
7/1/2013	500	7284 Checking
7/1/2013	1,300	7284 Checking
7/1/2013	4,600	ATM Withdrawal
7/2/2013	1,000	7284 Checking
7/5/2013	500	ATM Withdrawal
7/8/2013	4,000	7284 Checking
7/10/2013	2,000	7284 Checking
7/11/2013	1,000	7284 Checking
7/15/2013	300	ATM Withdrawal
7/15/2013	4,000	7284 Checking
7/16/2013	1,000	7284 Checking
7/18/2013	2,000	7284 Checking
7/18/2013	1,000	7284 Checking
7/22/2013	500	ATM Withdrawal
7/22/2013	400	ATM Withdrawal
7/22/2013	1,000	7284 Checking
7/24/2013	500	7284 Checking
7/25/2013	3,500	7284 Checking
7/25/2013	300	ATM Withdrawal
7/26/2013	500	ATM Withdrawal
7/30/2013	300	ATM Withdrawal
8/1/2013	500	7284 Checking
8/2/2013	5,800	7284 Checking
8/5/2013	300	ATM Withdrawal
8/6/2013	250	7284 Checking
8/7/2013	1,000	7284 Checking
8/9/2013	2,000	7284 Checking
8/12/2013	2,000	7284 Checking
8/12/2013	300	ATM Withdrawal
8/14/2013	500	7284 Checking
8/15/2013	400	7284 Checking
8/19/2013	500	7284 Checking
8/22/2013	300	ATM Withdrawal
8/23/2013	500	7284 Checking
8/23/2013	500	ATM Withdrawal
8/26/2013	2,200	7284 Checking
8/27/2013	300	7284 Checking
8/29/2013	1,000	7284 Checking
9/3/2013	4,600	7284 Checking
9/3/2013	100	ATM Withdrawal
9/4/2013	2,000	7284 Checking
9/6/2013	1,200	7284 Checking
9/10/2013	1,800	7284 Checking
9/13/2013	1,250	7284 Checking
9/16/2013	300	7284 Checking
9/19/2013	3,000	7284 Checking
9/23/2013	300	ATM Withdrawal
9/24/2013	1,000	7284 Checking
9/26/2013	500	ATM Withdrawal
9/27/2013	1,000	7284 Checking
10/2/2013	1,500	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
10/2/2013	300	ATM Withdrawal
10/4/2013	6,000	7284 Checking
10/7/2013	300	ATM Withdrawal
10/8/2013	1,000	7284 Checking
10/10/2013	2,500	7284 Checking
10/15/2013	1,500	7284 Checking
10/16/2013	2,500	7284 Checking
10/17/2013	500	7284 Checking
10/18/2013	1,000	7284 Checking
10/21/2013	300	ATM Withdrawal
10/22/2013	5,000	7284 Checking
10/23/2013	500	7284 Checking
10/24/2013	125	3047 Checking
10/25/2013	500	7284 Checking
10/25/2013	500	ATM Withdrawal
10/28/2013	2,500	7284 Checking
10/28/2013	300	ATM Withdrawal
10/31/2013	1,250	7284 Checking
11/1/2013	300	ATM Withdrawal
11/4/2013	300	ATM Withdrawal
11/8/2013	1,000	7284 Checking
11/8/2013	4,600	7284 Checking
11/12/2013	2,000	7284 Checking
11/12/2013	400	ATM Withdrawal
11/13/2013	4,000	7284 Checking
11/15/2013	1,300	7284 Checking
11/20/2013	10,000	Branch Store Withdrawal
11/21/2013	1,000	7284 Checking
11/22/2013	500	ATM Withdrawal
11/27/2013	800	7284 Checking
11/27/2013	200	ATM Withdrawal
11/29/2013	500	ATM Withdrawal
12/4/2013	8,960	Branch Store Withdrawal
12/9/2013	1,250	7284 Checking
12/9/2013	200	7284 Checking
12/10/2013	6,000	7284 Checking
12/19/2013	3,500	7284 Checking
12/23/2013	500	7284 Checking
12/23/2013	300	ATM Withdrawal
12/26/2013	500	7284 Checking
1/2/2014	45,000	Branch Store Withdrawal
1/3/2014	88,000	Branch Store Withdrawal
1/6/2014	500	7284 Checking
1/8/2014	200	7284 Checking
1/13/2014	6,600	7284 Checking
1/13/2014	3,000	7284 Checking
1/14/2014	2,000	7284 Checking
1/14/2014	1,000	7284 Checking
1/16/2014	500	7284 Checking
1/17/2014	300	ATM Withdrawal
1/21/2014	(4,000)	7284 Checking
1/22/2014	4,000	7284 Checking
1/24/2014	3,000	7284 Checking
1/27/2014	2,000	Branch Store Withdrawal
1/31/2014	504	ATM Withdrawal
2/3/2014	2,250	7284 Checking



**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
2/5/2014	300	ATM Withdrawal
2/11/2014	2,000	7284 Checking
2/11/2014	5,000	7284 Checking
2/12/2014	1,000	7284 Checking
2/18/2014	500	7284 Checking
2/18/2014	500	ATM Withdrawal
2/19/2014	1,500	7284 Checking
2/21/2014	2,000	7284 Checking
3/3/2014	(6,960)	7284 Checking
3/3/2014	500	ATM Withdrawal
3/10/2014	5,000	7284 Checking
3/10/2014	500	ATM Withdrawal
3/14/2014	2,500	7284 Checking
3/18/2014	500	ATM Withdrawal
3/24/2014	1,000	7284 Checking
3/24/2014	1,000	7284 Checking
3/24/2014	500	ATM Withdrawal
3/26/2014	1,000	7284 Checking
3/31/2014	500	ATM Withdrawal
4/1/2014	620	Branch Store Withdrawal
4/2/2014	1,000	7284 Checking
4/7/2014	5,000	7284 Checking
4/10/2014	4,000	7284 Checking
4/11/2014	500	7284 Checking
4/14/2014	500	7284 Checking
4/16/2014	500	7284 Checking
4/16/2014	500	ATM Withdrawal
4/21/2014	1,500	7284 Checking
4/22/2014	750	7284 Checking
4/25/2014	2,000	Branch Store Withdrawal
4/28/2014	500	7284 Checking
4/30/2014	3,500	7284 Checking
5/1/2014	500	ATM Withdrawal
5/1/2014	92,000	Branch Store Withdrawal
5/5/2014	360	7284 Checking
5/5/2014	1,000	7284 Checking
5/8/2014	5,000	7284 Checking
5/8/2014	500	ATM Withdrawal
5/12/2014	5,000	7284 Checking
5/12/2014	4,000	7284 Checking
5/19/2014	500	ATM Withdrawal
5/20/2014	2,000	7284 Checking
5/23/2014	2,000	Branch Store Withdrawal
5/28/2014	1,000	7284 Checking
5/29/2014	500	ATM Withdrawal
6/3/2014	1,000	7284 Checking
6/5/2014	1,000	7284 Checking
6/9/2014	5,000	7284 Checking
6/9/2014	500	ATM Withdrawal
6/10/2014	5,000	7284 Checking
6/13/2014	2,000	7284 Checking
6/18/2014	2,000	7284 Checking
6/23/2014	1,000	7284 Checking
6/24/2014	1,000	7284 Checking
6/26/2014	5	7284 Checking
6/26/2014	500	7284 Checking

**SEC v. Bryant III and BUCF**

***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
6/30/2014	1,500	7284 Checking
6/30/2014	500	7284 Checking
7/7/2014	2,500	7284 Checking
7/7/2014	4,500	7284 Checking
7/7/2014	500	ATM Withdrawal
7/10/2014	4,000	7284 Checking
7/14/2014	1,000	7284 Checking
7/15/2014	2,000	ATM Withdrawal
7/16/2014	500	7284 Checking
7/17/2014	500	7284 Checking
7/17/2014	10,000	Branch Store Withdrawal
7/18/2014	1,000	7284 Checking
7/24/2014	500	7284 Checking
7/25/2014	500	7284 Checking
7/25/2014	1,265	7284 Checking
7/28/2014	1,000	7284 Checking
7/28/2014	500	ATM Withdrawal
7/29/2014	2,000	7284 Checking
7/30/2014	1,000	7284 Checking
7/31/2014	500	7284 Checking
8/1/2014	500	ATM Withdrawal
8/5/2014	1,000	7284 Checking
8/7/2014	500	ATM Withdrawal
8/11/2014	9,000	7284 Checking
8/12/2014	750	7284 Checking
8/18/2014	1,000	7284 Checking
8/19/2014	2,000	7284 Checking
8/22/2014	502	ATM Withdrawal
8/26/2014	1,000	7284 Checking
8/28/2014	500	ATM Withdrawal
8/28/2014	58,879	Branch Store Withdrawal
9/3/2014	2,500	7284 Checking
9/4/2014	1,000	7284 Checking
9/8/2014	1,500	7284 Checking
9/9/2014	12,000	7284 Checking
9/10/2014	4,500	7284 Checking
9/12/2014	1,000	7284 Checking
9/15/2014	500	ATM Withdrawal
9/19/2014	(49,000)	7284 Checking
9/19/2014	50,000	7284 Checking
9/22/2014	500	ATM Withdrawal
9/25/2014	600	7284 Checking
9/29/2014	1,500	7284 Checking
9/29/2014	4,000	7284 Checking
9/29/2014	3,000	Branch Store Withdrawal
10/2/2014	2,000	7284 Checking
10/7/2014	7,000	7284 Checking
10/8/2014	5,000	7284 Checking
10/10/2014	4,000	7284 Checking
10/14/2014	500	7284 Checking
10/16/2014	2,000	7284 Checking
10/20/2014	1,000	7284 Checking
10/20/2014	500	ATM Withdrawal
10/20/2014	5,000	Branch Store Withdrawal
10/22/2014	1,750	Branch Store Withdrawal
10/27/2014	2,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

Date	Transfer To/(From) Amount	Transferred to Account
10/27/2014	500	ATM Withdrawal
11/3/2014	5,000	7284 Checking
11/3/2014	500	ATM Withdrawal
11/10/2014	7,000	7284 Checking
11/10/2014	500	ATM Withdrawal
11/20/2014	1,000	7284 Checking
11/24/2014	2,000	7284 Checking
11/26/2014	1,200	7284 Checking
12/1/2014	1,000	7284 Checking
12/1/2014	500	ATM Withdrawal
12/2/2014	550	7284 Checking
12/3/2014	2,000	ATM Withdrawal
12/4/2014	1,000	7284 Checking
12/8/2014	2,000	7284 Checking
12/9/2014	5,000	7284 Checking
12/9/2014	2,000	7284 Checking
12/10/2014	4,000	7284 Checking
12/22/2014	500	ATM Withdrawal
12/24/2014	1,500	7284 Checking
12/24/2014	500	ATM Withdrawal
12/29/2014	2,500	7284 Checking
12/29/2014	5,000	7284 Checking
1/2/2015	1,400	Branch Store Withdrawal
1/8/2015	5,000	7284 Checking
1/9/2015	4,000	7284 Checking
1/9/2015	500	ATM Withdrawal
1/14/2015	2,000	7284 Checking
1/20/2015	1,000	7284 Checking
1/23/2015	500	ATM Withdrawal
1/26/2015	1,000	7284 Checking
1/30/2015	2,500	7284 Checking
1/30/2015	1,000	7284 Checking
1/30/2015	500	ATM Withdrawal
2/2/2015	4,000	7284 Checking
2/5/2015	11,410	Branch Store Withdrawal
2/6/2015	5,000	7284 Checking
2/9/2015	1,000	7284 Checking
2/10/2015	5,000	7284 Checking
2/17/2015	500	ATM Withdrawal
2/23/2015	5,000	7284 Checking
2/27/2015	2,000	ATM Withdrawal
3/3/2015	2,000	7284 Checking
3/5/2015	1,000	7284 Checking
3/6/2015	5,000	7284 Checking
3/9/2015	1,000	Cash eWithdrawal
3/10/2015	4,000	7284 Checking
3/17/2015	2,500	7284 Checking
3/18/2015	2,000	7284 Checking
3/23/2015	2,000	7284 Checking
3/26/2015	500	ATM Withdrawal
3/30/2015	1,000	7284 Checking
4/2/2015	1,000	7284 Checking
4/2/2015	500	7284 Checking
4/3/2015	500	ATM Withdrawal
4/7/2015	8,000	7284 Checking
4/9/2015	1,000	7284 Checking

**SEC v. Bryant III and BUCF**  
***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
4/10/2015	1,000	7284 Checking
4/13/2015	4,500	7284 Checking
4/14/2015	500	ATM Withdrawal
4/16/2015	2,000	7284 Checking
4/20/2015	1,000	7284 Checking
4/22/2015	1,500	7284 Checking
4/22/2015	3,000	Branch Store Withdrawal
4/27/2015	1,000	7284 Checking
4/27/2015	500	ATM Withdrawal
4/28/2015	1,000	7284 Checking
5/4/2015	500	ATM Withdrawal
5/7/2015	6,000	7284 Checking
5/7/2015	500	ATM Withdrawal
5/8/2015	2,000	Cash eWithdrawal
5/11/2015	3,500	7284 Checking
5/11/2015	4,000	7284 Checking
5/13/2015	1,000	7284 Checking
5/14/2015	5,000	7284 Checking
5/15/2015	1,200	Cash eWithdrawal
5/26/2015	1,500	Cash eWithdrawal
5/27/2015	500	ATM Withdrawal
5/29/2015	4,000	7284 Checking
6/1/2015	1,500	7284 Checking
6/1/2015	20,000	Branch Store Withdrawal
6/2/2015	2,000	7284 Checking
6/3/2015	2,000	Cash eWithdrawal
6/5/2015	4,000	7284 Checking
6/8/2015	5,000	7284 Checking
6/8/2015	2,000	7284 Checking
6/9/2015	500	ATM Withdrawal
6/9/2015	2,000	Cash eWithdrawal
6/10/2015	4,000	7284 Checking
6/12/2015	2,500	Cash eWithdrawal
6/15/2015	2,000	7284 Checking
6/15/2015	1,200	Cash eWithdrawal
6/15/2015	1,500	Cash eWithdrawal
6/16/2015	2,000	7284 Checking
6/24/2015	500	ATM Withdrawal
6/25/2015	5,000	7284 Checking
7/1/2015	1,500	7284 Checking
7/1/2015	500	ATM Withdrawal
7/3/2015	1,000	Branch Store Withdrawal
7/6/2015	200,000	Branch Store Withdrawal
7/7/2015	10,000	7284 Checking
7/7/2015	5,000	7284 Checking
7/8/2015	3,000	Branch Store Withdrawal
7/10/2015	15,000	7284 Checking
7/10/2015	2,000	Cash eWithdrawal
7/13/2015	500	ATM Withdrawal
7/13/2015	500	ATM Withdrawal
7/14/2015	1,000	Cash eWithdrawal
7/24/2015	2,000	Cash eWithdrawal
7/27/2015	500	ATM Withdrawal
7/31/2015	2,000	Cash eWithdrawal
8/3/2015	15,000	Branch Store Withdrawal
8/7/2015	2,000	Cash eWithdrawal

**SEC v. Bryant III and BUCF**

***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
8/14/2015	2,000	Cash eWithdrawal
8/24/2015	500	ATM Withdrawal
8/24/2015	51,750	Branch Store Withdrawal
8/28/2015	2,000	Cash eWithdrawal
9/1/2015	2,000	Cash eWithdrawal
9/3/2015	\$15,000	Wammel Group LLC to Summus to Personal [1]
9/8/2015	2,000	Cash eWithdrawal
9/14/2015	2,000	Cash eWithdrawal
9/16/2015	61,000	Branch Store Withdrawal
9/18/2015	2,000	Cash eWithdrawal
9/28/2015	2,000	Cash eWithdrawal
9/28/2015	6,250	Branch Store Withdrawal
9/28/2015	15,000	Wammel Group LLC to Summus to Personal [1]
10/2/2015	2,000	Cash eWithdrawal
10/7/2015	2,000	Cash eWithdrawal
10/9/2015	2,000	Cash eWithdrawal
10/13/2015	2,000	Cash eWithdrawal
10/16/2015	1,500	Cash eWithdrawal
10/26/2015	2,000	Cash eWithdrawal
10/27/2015	15,000	Wammel Group LLC to Summus to Personal [1]
10/30/2015	2,000	Cash eWithdrawal
11/2/2015	1,500	7284 Checking
11/9/2015	500	ATM Withdrawal
11/10/2015	10,000	Wammel Group LLC to Summus to Personal [1]
11/13/2015	2,000	Cash eWithdrawal
11/20/2015	2,000	Cash eWithdrawal
11/30/2015	2,000	Cash eWithdrawal
12/3/2015	15,000	Wammel Group LLC to Summus to Personal [1]
12/7/2015	2,000	Cash eWithdrawal
12/9/2015	5,000	Wammel Group LLC to Summus to Personal [1]
12/16/2015	150,000	Branch Store Withdrawal
12/21/2015	5,000	7284 Checking
12/24/2015	2,000	Cash eWithdrawal
12/31/2015	2,400	Branch Store Withdrawal
12/31/2015	306,025	Branch Store Withdrawal
1/4/2016	500	ATM Withdrawal
1/4/2016	15,000	Wammel Group LLC to Summus to Personal [1]
1/7/2016	2,000	Cash eWithdrawal
1/7/2016	15,000	Branch Store Withdrawal
1/12/2016	1,000	Cash eWithdrawal
1/21/2016	1,000	Cash eWithdrawal
1/25/2016	15,000	Wammel Group LLC to Summus to Personal [1]
1/27/2016	2,000	Cash eWithdrawal
1/29/2016	1,000	Cash eWithdrawal
1/29/2016	195,000	Branch Store Withdrawal
2/1/2016	2,400	Branch Store Withdrawal
2/5/2016	2,000	Cash eWithdrawal
2/8/2016	5,000	Wammel Group LLC to Summus to Personal [1]
2/10/2016	225,000	Branch Store Withdrawal
2/16/2016	200	ATM Withdrawal
2/16/2016	10,000	Wammel Group LLC to Summus to Personal [1]
2/19/2016	82,765	Branch Store Withdrawal
2/19/2016	2,000	Cash eWithdrawal
3/3/2016	15,000	Wammel Group LLC to Summus to Personal [1]
3/11/2016	1,200	Cash eWithdrawal
3/11/2016	20,000	Branch Store Withdrawal

**SEC v. Bryant III and BUCF**

***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
3/15/2016	40,000	Branch Store Withdrawal
3/21/2016	350,000	Branch Store Withdrawal
3/28/2016	15,000	Wammel Group LLC to Summus to Personal [1]
3/31/2016	300,000	Branch Store Withdrawal
4/1/2016	(25,000)	Wammel Group LLC to Summus to Personal [1]
4/7/2016	25,000	Wammel Group LLC to Summus to Personal [1]
4/8/2016	250,010	Branch Store Withdrawal
4/19/2016	50,000	Branch Store Withdrawal
4/22/2016	2,500	Cash eWithdrawal
5/2/2016	250,000	Branch Store Withdrawal
5/9/2016	200	ATM Withdrawal
5/18/2016	203	ATM Withdrawal
5/23/2016	2,000	Branch Store Withdrawal
5/23/2016	150,000	Cash eWithdrawal
5/26/2016	200,000	Branch Store Withdrawal
5/26/2016	15,000	Wammel Group LLC to Summus to Personal [1]
6/2/2016	50,000	Branch Store Withdrawal
6/6/2016	1,600	Cash eWithdrawal
6/17/2016	60,000	Branch Store Withdrawal
6/20/2016	10,000	Wammel Group LLC to Summus to Personal [1]
6/23/2016	1,000	Cash eWithdrawal
6/27/2016	10,000	Wammel Group LLC to Summus to Personal [1]
7/5/2016	10,000	Wammel Group LLC to Summus to Personal [1]
7/8/2016	15,000	Wammel Group LLC to Summus to Personal [1]
7/20/2016	2,000	Cash eWithdrawal
7/25/2016	10,000	Wammel Group LLC to Summus to Personal [1]
7/28/2016	6,500	Branch Store Withdrawal
8/1/2016	1,000	Cash eWithdrawal
8/2/2016	11,400	Branch Store Withdrawal
8/10/2016	10,000	Wammel Group LLC to Summus to Personal [1]
8/11/2016	3,000	Branch Store Withdrawal
8/18/2016	18,000	Branch Store Withdrawal
8/29/2016	10,000	Wammel Group LLC to Summus to Personal [1]
9/6/2016	10,000	Wammel Group LLC to Summus to Personal [1]
9/12/2016	2,000	Cash eWithdrawal
9/12/2016	75,000	Wammel Group LLC to Summus to Personal [1]
9/14/2016	10,000	Branch Store Withdrawal
9/19/2016	500	ATM Withdrawal
9/20/2016	4,494	Branch Store Withdrawal
9/21/2016	200,000	Branch Store Withdrawal
9/22/2016	5,000	Wammel Group LLC to Summus to Personal [1]
9/23/2016	97,000	Branch Store Withdrawal
9/26/2016	500	ATM Withdrawal
9/28/2016	1,000	Cash eWithdrawal
10/3/2016	10,000	Wammel Group LLC to Summus to Personal [1]
10/11/2016	5,000	Wammel Group LLC to Summus to Personal [1]
10/11/2016	5,000	Wammel Group LLC to Summus to Personal [1]
10/13/2016	2,000	Cash eWithdrawal
10/17/2016	10,000	Wammel Group LLC to Summus to Personal [1]
10/18/2016	2,000	Cash eWithdrawal
10/19/2016	89,000	Branch Store Withdrawal
10/21/2016	(89,000)	Branch Store Withdrawal
10/21/2016	200,000	Branch Store Withdrawal
10/21/2016	10,000	Wammel Group LLC to Summus to Personal [1]
11/1/2016	7,750	Branch Store Withdrawal
11/2/2016	10,000	Wammel Group LLC to Summus to Personal [1]

**SEC v. Bryant III and BUCF**

***Wammel Group LLC Cash Withdrawals or Transfers to Wammel Personal Accounts***

<b>Date</b>	<b>Transfer To/(From) Amount</b>	<b>Transferred to Account</b>
11/10/2016	10,000	Wammel Group LLC to Summus to Personal [1]
11/21/2016	500	ATM Withdrawal
11/28/2016	500	ATM Withdrawal
11/30/2016	2,000	Cash eWithdrawal
11/30/2016	10,000	Wammel Group LLC to Summus to Personal [1]
12/7/2016	5,000	Wammel Group LLC to Summus to Personal [1]
12/27/2016	10,000	Wammel Group LLC to Summus to Personal [1]
1/6/2017	5,000	Wammel Group LLC to Summus to Personal [1]
1/9/2017	500	ATM Withdrawal
1/10/2017	5,000	Wammel Group LLC to Summus to Personal [1]
1/13/2017	500	ATM Withdrawal
1/18/2017	5,000	Wammel Group LLC to Summus to Personal [1]
1/27/2017	1,000	Wammel Group LLC to Summus to Personal [1]
1/30/2017	2,500	Wammel Group LLC to Summus to Personal [1]
2/2/2017	5,000	Wammel Group LLC to Summus to Personal [1]
2/3/2017	6,000	Wammel Group LLC to Summus to Personal [1]
2/6/2017	10,000	Wammel Group LLC to Summus to Personal [1]
<b>\$5,573,089</b>		<b>Total Cash Withdrawals or Transfers to Wammel Personal Accounts</b>

**Note:**

[1] Summus Investment Holdings, LLC identifies Arthur Wammel as Registered Agent of the Domestic Limited Liability Corporation on the Secretary of State website. In addition, Summus Investment Holdings, LLC bank account statements are sent to the same ad