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.	:	**FILED UNDER SEAL**
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.	:	

APPENDIX IN SUPPORT OF PLAINTIFF'S EMERGENCY *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, ASSET FREEZE, APPOINTMENT OF A RECEIVER, DOCUMENT PRESERVATION ORDER, ORDER TO MAKE ACCOUNTING AND OTHER EMERGENCY AND ANCILLARY RELIEF

The Securities and Exchange Commission submits the attached appendix in support of its Emergency *Ex Parte* Motion for Temporary Restraining Order, Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency and Ancillary Relief and Brief in Support. The appendix contains:

	Description	**Appendix Citation**
1	Declaration of Carol Stumbaugh	App. 0001
2	Declaration of Stephen B. Hoselton	App. 0015

3	Declaration of Chet R. Williams	App. 0068
4	Declaration of Barbara Gunn	App. 0088

May 15, 2017

Respectfully submitted,

JASON 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
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ATTORNEYS FOR PLAINTIFF
SECURITIES AND EXCHANGE COMMISSION

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

SECURITIES AND EXCHANGE COMMISSION	:	
Plaintiff,	:	
v.	:	Civil Action No.:
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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.	:	

DECLARATION OF CAROL STUMBAUGH

I, Carol Stumbaugh, declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct and that I have personal knowledge of, and am competent to testify to, the matters stated herein.

I. My Responsibilities in Connection With the Underlying Investigation

1. I am currently employed as a Senior Accountant in the Division of Enforcement of the United States Securities and Exchange Commission ("SEC" or "Commission"). My office is in the Commission's Fort Worth Regional Office in Fort Worth, Texas, where I have been employed since September 2003. I am a Certified Public Accountant, licensed by the Texas State Board of Public Accountancy. I am also a Certified Fraud Examiner.

2. My official duties with the Commission include participating in fact-finding inquiries and investigations to determine whether the federal securities laws have been violated and assisting in the Commission's litigation of alleged securities laws violations. This includes interviewing witnesses, reviewing and analyzing financial and other records of various entities and individuals, tracing financial transactions to determine their source and use, and testifying about my findings and conclusions.

3. As part of my official duties, I participated in a Commission investigation involving the Defendants and Relief Defendants to determine whether they have violated, or are actively violating, the federal securities laws. In connection with this investigation, and pursuant to lawfully issued subpoenas and document requests, I, and other members of the SEC staff, reviewed various documents related to the Defendants and Relief Defendants, including but not limited to, offering materials, bank-account records, public records, and records produced by the Defendants, witnesses, and other third-parties.

II. Summary of Bryant and BUCF's Investment Offering and False Promises

4. These records revealed the following facts: Thurman P. Bryant, III ("Bryant") created, owns, manages, and otherwise controls an entity, among others, named Bryant United Capital Funding, Inc. ("BUCF"), and that

a. in order to raise capital for BUCF, Bryant disseminated to investors limited partnership agreements that offer and sold limited partnership interests in BUCF;

b. BUCF's partnership agreements promise returns of 30% – 42% per year, paid monthly and state, with limited exceptions, that all initial, additional, or reinvested capital will be retained in secure escrow accounts;

c. Bryant represented to investors that their invested funds would be used proof of funds from which BUCF would obtain a line of credit enabling it to invest in mortgage loans.

5. As discussed further below, investor proceeds were not retained in a secure escrow account, and Bryant knew it. Bryant collected investor proceeds and, unbeknownst to and unauthorized by investors, transferred approximately $16.1 million—or 71% of the total funds raised—to third-party Wammel Group LLC since 2011 for Arthur F. Wammel (Wammel Group, LLC and Arthur F. Wammel, collectively, "Wammel") to invest.

III. Bank Records Illustrate the Misuse of BUCF Investor Funds

6. As part of my investigative duties, I analyzed records for the following, sole bank account held in the name of BUCF for the period from July 12, 2011 through April 30, 2017:

Name of Institution	Account Name	Account # (Truncated)
Wells Fargo Bank N.A.	Bryant United Capital Funding Inc.	9692

7. In reviewing the records for BUCF account ending xx9692, I learned that Bryant has signatory authority and control over the BUCF account. For this account, I reviewed account statements, and certain deposit and withdrawal supporting documentation.

8. **Exhibit 1,** attached, is a true and correct copy of the account summary for the BUCF account xx9692, which I prepared from the bank records identified above.

9. I also reviewed records for the following bank and trading account records of Wammel Group:

Account #

Name of Institution	Account Name	(Truncated)
Wells Fargo Bank N.A.	Wammel Group LLC	9950
optionsXpress, Inc.	Wammel Group LLC	2959
TD Ameritrade	Wammel Group LLC	8908

10. **Exhibit 2,** attached, is a true and correct copy of the account summary for the Wammel Group account xx9950, xx2959, and xx8908.

11. Based on the bank records I reviewed, Bryant raised at least $22.7 million for BUCF, from July 12, 2011 through April 30, 2017, via wire transfers and checks, from approximately 100 investors.

12. From July 2011 through April 2017, Bryant has paid $16.8 million out to investors as (a) purported investment returns; and (2) referral fees paid for introducing prospective BUCF investors to Bryant. In reality, the source of these payments was funds received from Wammel and Ponzi payments. Hence, despite remitting money to investors over time, BUCF has never generated actual, legitimate investment profits for its investors and most investors have lost their money. At least 13 of the approximately 100 BUCF investors appear to be "net winners;" *i.e.* they have received payments from BUCF in excess of the sum they invested. Among these is Relief Defendant Thurman P. Bryant, Jr. I have identified no evidence that BUCF investors were informed that their monies would be used, among other things, to pay purported investment returns, or referral fees, to other investors.

13. During the investigation, I reviewed monthly account statements prepared by Bryant and distributed to BUCF investors, which purport to identify an investor's "Escrow Capital Balance," "Calculated Account Balance," and "Accumulated Account Balance."

14. **Exhibit 3**, attached, is a true and correct copy of three such monthly account statements (the "Account Statement(s)") that the SEC received from BUCF during the

investigation. These documents contain untrue statements regarding each investor's investment balance, insofar as they purport to show that the investor maintains an "Escrow Capital Balance" that matches with the respective investors' capital contributions to BUCF as well as purported earnings. But, in truth, no such "Escrow Capital" accounts ever existed, nor were investment returns generated. The monthly account statements included in Exhibit 3 are illustrative of the other such statements obtained during the investigation.

15. During investor interviews conducted during the investigation, it was learned that BUCF investors continue to believe, based on their monthly account statements and, for some, recent and ongoing verbal claims made by Bryant, that their initial investment monies are still safe in an escrow account.

16. As of April 30, 2017, it appears that Bryant and BUCF have $8,933 in BUCF's bank account ending xx9692.

17. BUCF did not use the money raised from investors as Bryant claimed it would in BUCF's partnership agreements. The partnership agreements state that all initial investment funds, and any and all reinvested growth or additional capital deposits, will be retained in secure escrow accounts which would serve as proof of funds enabling BUCF to obtain a line of credit to fund mortgage investments.

18. I have identified no evidence indicating that Bryant or BUCF either escrowed investor funds or used investor funds in connection with mortgage investments.

19. The only mortgage-related activity by Bryant which I have identified is a struggling real estate brokerage business named Bryant United Holdings, Inc., that generated profits of less than $200,000 over six years, between 2011 and 2017. While these revenues and expenses were paid out of the same bank account as BUCF, these profits were not sufficient to

satisfy Defendants' promised 30% annual returns.

20. Rather than obtaining a line of credit or investing in mortgages, Bryant instead sent approximately $16.1 million of BUCF investor funds (71% of funds raised) to Wammel Group, without BUCF investors' knowledge or permission.

21. Wammel Group also did not place the $16.1 million of BUCF investors' funds into escrow or engage in mortgage investing. Instead it commingled BUCF monies with approximately $28.6 million Wammel Group raised from other, non-BUCF investors. Wammel and Wammel Group then used that $44.7 million of combined funds to trade in options in indexed securities, exotic automobiles, car dealerships, and a boat and RV storage facility.

22. Between 2011 and 2016 Wammel Group received only $5.9 million from options trading and, since 2010, it has received less than $300,000 from its investments in cars and real estate. Nevertheless, Wammel Group distributed $15.8 million back to BUCF as purported investment returns, but which sums were in fact comprised of limited earnings from options trading and other investments, ill-gotten BUCF investor funds received from BUCF, and funds obtained from Wammel Group's other investors.

23. According to bank records, Wammel and Wammel Group have current known assets of approximately $47,723 in its bank account ending xx9950. In April of 2017, Wammel withdrew $290,000 from his optionsXpress trading account ending xx2959. He also withdrew $95,000 from his trading account at TD Ameritrade in April of 2017. Wammel and Wammel Group assets at optionsXpress are approximately $454,000 at April 30, 2017 and at TD Ameritrade are approximately $563,000 at February 28, 2017. Also in April of 2017, Wammel paid his other investors, but did not pay BUCF or Bryant.

24. Bryant's practice was not to send all of BUCF's investor funds to Wammel

Group, and he instead always retained a portion of investor funds in the BUCF account numbered xx9692, which he used to pay personal expenses. From July 2011 through April 2017, Bryant made withdrawals from account xx9692 of at least $4.8 million (over 21% of investor funds) which he spent on his and his family's housing, meals, entertainment, retail purchases, private school tuition, and other expenses. Of this amount, he spent at least $250,000 decorating his rented home. Bryant's known average monthly expenses—which he pays for with his investors' money—include:

- $10,000 to $19,000 per month to *rent* a house in Frisco, Texas;
- $3,500 in lease payments for luxury and other vehicles;
- $1,800 for a housekeeper;
- $3,000 for meals and groceries;
- $3,400 for private school tuition;
- $1,000 for horse riding expenses; and
- $1,200 for a separate apartment.

IV. Defendants Continue to Raise and Misappropriate Investor Funds

25. Bryant became aware of the SEC's investigation no later than December 2016, when the SEC served Bryant and BUCF with a subpoena requiring the production of documents. Of the total $22.7 million raised, Bryant raised $1,415,000 just between January 2017 and April 2017, after learning that he was under investigation. However, Bryant sent none of those monies to Wammel Group.

26. From January 2017 through March 2017, Bryant sent approximately $1.4 million to Carlos D. Goodspeed d/b/a Top Agent Entertainment ("Goodspeed"). Based on my investigation, Goodspeed purports to be a Dallas-based concert booking agent. Notations on wire transfers from BUCF to Goodspeed include references to internationally known entertainers Drake and Taylor Swift. My investigation, including review of public records, indicates that Goodspeed has a history of possibly fraudulent conduct involving accepting money to book

concerts, failing to book concerts, and failing and refusing to refund money.

27. In April of 2017, Bryant transferred $140,000 to his father, Thurman P. Bryant, Jr., with no evidence of any legitimate purpose for the transfer. Bryant, Jr, a Relief Defendant herein, is an early BUCF investor and one of at least 13 investors who have received repayment of sums in excess of their initial BUCF investments.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 13, 2017.

Carol Stumbaugh

Carol Stumbaugh

Bank Account Summary
Case Name: Bryant United Capital Funding, Inc. (FW-4150)
Bank Name: Wells Fargo Bank, N.A.
Account Name: Bryant United Capital Funding Inc.
Account Number: XXXXXX9692
Period: 07/12/2011 - 04/30/2017

Beginning Balance at 7/12/2011:	**$**	**-**
Deposits:		
Investor Funds	$	22,727,204
Funds received from Wammel Group LLC	$	15,801,492
Real Estate Business Receipts	$	1,204,529
Cash Deposits	$	518,884
Withdrawals:		
Funds sent to Wammel Group LLC	$	(16,129,944)
Payments to Investors	$	(16,758,369)
Top Agent Entertainment	$	(1,370,000)
Real Estate Business Expenses	$	(1,029,829)
Housing Expenses	$	(1,973,318)
Other Personal Expenses	$	(2,868,092)
Proliquidation	$	(91,514)
Student Loan Payments	$	(13,409)
Bank Fees	$	(8,701)
Ending Balance at 4/30/2017	**$**	**8,933**

Bank Account Summary
Case Name: Bryant United Capital Funding, Inc. (FW-4150)
Bank Name: Wells Fargo Bank, N.A.
Account Name: Wammel Group LLC DBA Trinsic Solutions
Account Number: XXXXXX9950
Period: 07/14/2011 - 04/30/2017

Beginning Balance at 7/14/2011:	**$**	**210,523**
Deposits:		
Funds received from Bryant	$	16,129,944
Funds received from other Investors	$	28,623,510
Funds from Trading Activities	$	27,361,750
Funds from Automobiles	$	3,343,994
Transfers from Other bank Accounts	$	1,104,023
Withdrawals:		
Funds sent to Bryant	$	(15,801,492)
Funds to Trading Activities		(31,095,000)
Payments to Other Investors		(22,483,395)
Autos		(4,023,421)
Funds to Other Businesses		(1,399,728)
Personal Expenses		(1,064,053)
Purchase of Houses		(630,753)
Airplane		(155,561)
Income Taxes		(60,490)
Legal Fees		(12,608)
Ending Balance at 4/30/2017	**$**	**47,243**

Trading Account Summary
Case Name: Bryant United Capital Funding, Inc. (FW-4150)

optionsXpress, Inc.
Account Name: Wammel Group LLC
Account Number: XXXX2959
Period: 1/1/2011 - 12/31/2016

	Dividends	Interest	Realized Profit/(Loss)	Total
2011	$ 7,584	$ 56	$ -	$ 7,640
2012	$ 1,972	$ 74	$ -	$ 2,047
2013	$ 17,372	$ 21	$ -	$ 17,393
2014	$ 4	$ 63	$ (461,845)	$ (461,777)
2015	$ -	$ 878	$ 624,753	$ 625,631
2016	$ -	$ 1,591	$ 5,823,127	$ 5,824,718
		Total Profits 2011-2016		**$ 6,015,651**

TD Ameritrade
Account Name: Wammel Group LLC
Account Number: XXXXXX8908
Period: 1/1/2011 - 12/31/2016

Account Value 1/1/2011	$ -
Funds Deposited 1/1/2011 - 12/31/2016	$ 795,000
Funds Disbursed 1/1/2011 - 12/31/2016	$ -
Account Value 12/31/2016	$ 706,006
Total Losses 2011-2016	**$ (88,994)**

Combined Total Profits 2011-2016	**$ 5,926,657**

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

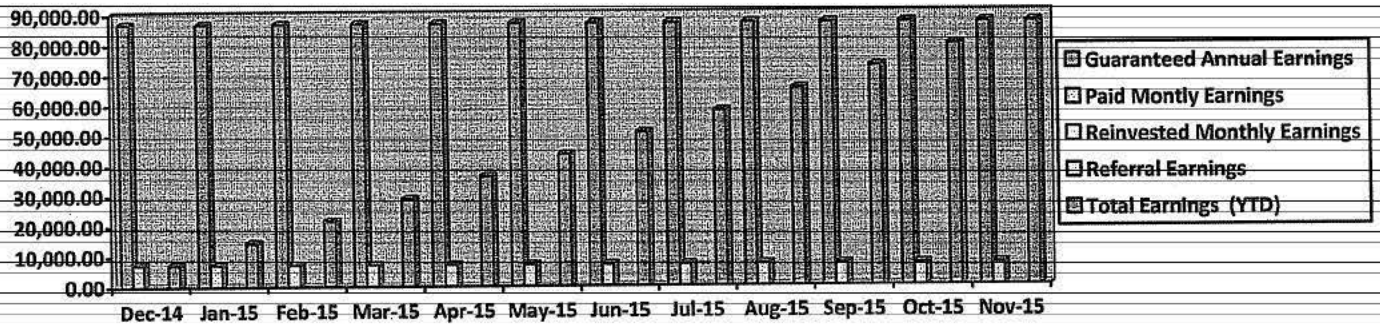
MEMBER ID # 12-1011
STATEMENT DATE: NOVEMBER 28, 2016
STATEMENT TERM: OCT 22, 2016 - NOV 18, 2016

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Calehr & Associates
[redacted]
Houston, TX 77056

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$290,000.00	$7,250.00	$0.00	$0.00	$7,250.00	$0.00	12/03/2016

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
$290,000.00 USD	Haroen Calehr	30%	$7,250.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$7,250.00	$0.00	$290,000.00

Messages/Notes:

Congratulations on your Nov-2016 Earnings! You are currently setup for monthly Distributions.
Your next scheduled disbursement date will Dec 03, 2016.

THANK YOU FOR YOUR TRUST!

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

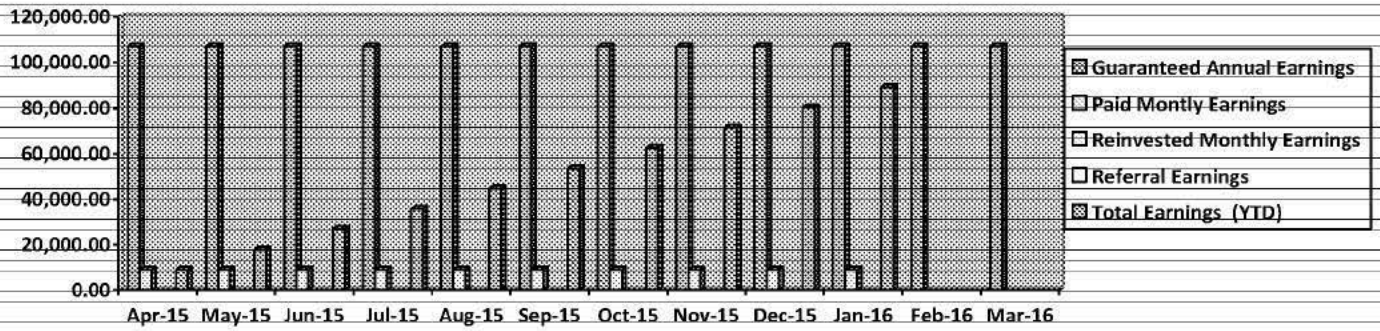
MEMBER ID # 12-1066
STATEMENT DATE: JANUARY 28, 2016
STATEMENT TERM: DEC 19, 2015 - JAN 15, 2016

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Francis Joseph O'Laughlin
[redacted]

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$255,000.00	$8,925.00	$0.00	$0.00	$8,925.00	$0.00	02/03/2016

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN (INCLUNDING FIRST YEAR) (REFERRAL BONUS)	GUARANTEED MONTHLY EARNINGS
$255,000.00 USD	Francis O'Laughlin	42%	$8,925.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$89,250.00	$0.00	$255,000.00

Messages/Notes:

Congratulations on your Jan-2016 Earnings! You are currently set up for monthly disbursements. Your next Scheduled disbursement date will be Feb 03, 2016.

THANK YOU FOR YOUR TRUST!

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

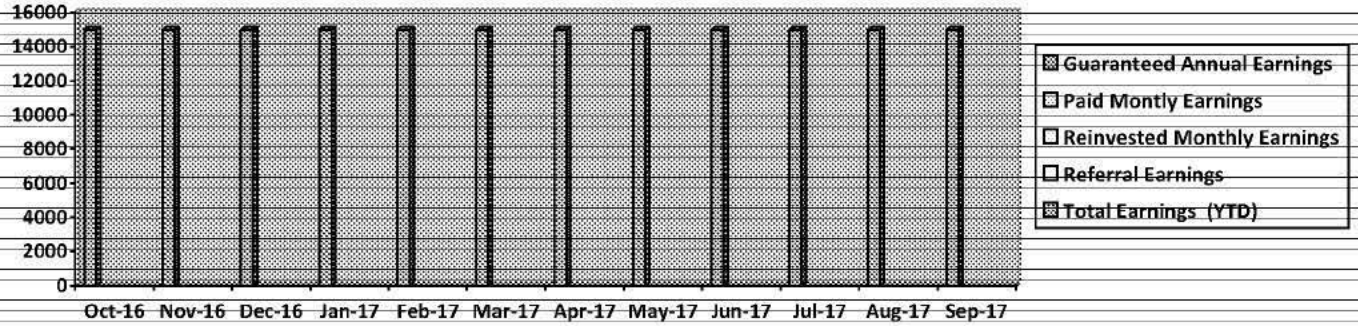
MEMBER ID # 12-1096
STATEMENT DATE: OCTOBER 28, 2016
STATEMENT TERM: SEPT 17, 2016 - OCT 21, 2016

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Chet Randall Williams
[redacted]

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$50,000.00	$1,250.00	$0.00	$0.00	$1,250.00	$0.00	11/03/2016

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS
$50,000.00 USD	On File	30%	$1,250.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$1,250.00	$0.00	$50,000.00

Messages/Notes:

Congratulations on your Oct-2016 monthly Earning! You are currently set up for monthly disbursements.
Your next scheduled disbursement date will be Nov 03, 2016.

THANK YOU FOR YOUR TRUST!

DECLARATION OF STEPHEN B. HOSELTON

I, Stephen B. Hoselton, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I have personal knowledge of the matters set forth herein, and if called as a witness, could and would competently testify hereto under oath.

2. I am 51 years old and live in Rockwall, Texas.

3. This declaration sets out facts regarding my $180,000.00 investment in Bryant United Capital Funding, Inc. ("BUCF").

4. I first became acquainted with BUCF in approximately May of 2015. I was made aware of Thurman (Trey) P. Bryant, III ("Bryant") and the investment opportunity with BUCF by Francis O'Laughlin ("O'Laughlin"), a colleague of mine at Raytheon Professional Services, LLC, where I have worked since 1995, most recently as a Senior Finance Manager. I understood from O'Laughlin that he was then an investor with BUCF.

5. On May 8, 2015, I communicated with Bryant via email at tbryant@bryantunited.com with regard to the BUCF investment opportunity. *A true and correct copy of the email chain between me and Bryant at tbryant@bryantunited.com from May 8, 2015 to August 19, 2016 is attached hereto as Exhibit 1.*

6. Prior to my interaction with Bryant, my investment experience did not include investments in the mortgage industry or in options trading. I was moderately risk averse.

7. In or about May of 2015, I spoke with Bryant on the phone. During that call, Bryant invited me to invest with BUCF, and made various representations regarding the BUCF investment opportunity. He stated, among other things, that:

a. Bryant would place my invested funds into, and they would at all times remain in, a secure escrow account that Bryant controlled;

b. The investment with BUCF was "no risk" and that I would receive guaranteed monthly distributions of 2.5% of my escrow capital balance for a total of 30% per year;

c. Bryant would use the secure escrow accounts for all investors to serve as proof of funds in order to secure a 6x line of credit from a hedge fund; and

d. Bryant would use BUCF's line of credit to fund short-term mortgage loans, which BUCF would quickly sell to long-term lenders and servicers for a fixed fee of approximately $695.

At no point during this phone call or at any time before I invested did Bryant disclose that my invested funds would be commingled with BUCF operating funds or Bryant's personal funds, or that my funds would be, or could be, transferred to another person or entity. He did not identify Wammel Group, LLC or Arthur Wammel as participants in the investment program he described.

8. I expressed to Bryant my interest in investing in BUCF, but elected not to do so at that time.

9. On June 9, 2015, I again emailed Bryant, expressing my continued interest in investing with BUCF and requested a copy of an operating agreement related to the investment. *See* Ex. 1 at p. 9. Later that morning, Bryant responded to my email with a draft copy of the "Limited Partnership Agreement of Bryant United Capital Funding" ("Draft Partnership Agreement"). *A true and correct copy of the Draft Partnership Agreement is attached hereto as Exhibit 2.* In his email, Bryant directed me to Section 6.2.1 of the Draft Partnership Agreement. Bryant advised me that my contract would be identical to the Draft Partnership Agreement "with the addition of [my] exact capital account deposit and Personal Information." *See* Ex. 1 at p. 6.

10. I again expressed to Bryant my interest in investing in BUCF, but elected not to do so at that time.

11. On August 18, 2016, I again emailed Bryant regarding the BUCF investment program. *See* Ex. 1 at p. 4. I indicated my desire to invest $180,000.00 in BUCF. On August 18, 2016, Bryant emailed me the Limited Partnership Agreement of Bryant United Capital Funding ("BUCF Partnership Agreement"). I, along with my wife, Shirley Hoselton, executed the BUCF Partnership Agreement on August 24, 2016. On August 26, 2016, Bryant emailed me a fully executed BUCF Partnership Agreement. *A true and correct copy of the executed BUCF Partnership Agreement is attached hereto as Exhibit 3.*

12. When I invested, I did so with the understanding that the BUCF investment program would be directly managed by Bryant, my returns would be generated solely by the efforts of others, and that I did not expect to, desire to, and was never invited to participate in the management of the BUCF investment program.

13. On August 19, 2016, Bryant emailed wiring instructions to transfer my investment funds to Bryant's bank account at Wells Fargo, N.A., Routing No. 121000248, Account No. XXXXXX9692 (the "BUCF Bank Account"). On September 6, 2016, I initiated a wire transfer in the amount of one hundred and eighty thousand dollars ($180,000.00) of my money from my Charles Schwab brokerage account to the BUCF Bank Account. When I did so, I understood, based on Bryant's representations to me, that my funds would be secured in an escrow account and not removed from that account. I also understood that Charles Schwab would not execute this wire transfer until I provided oral authorization.

14. On September 6, 2016, I met with Bryant in person at a restaurant in Frisco, Texas in order to confirm my understanding of the terms of the BUCF investment program. At that meeting Bryant represented that:

a. My investment with BUCF was "no risk" and that my funds were deposited in, and would remain in, a secure escrow account;

b. I would receive guaranteed monthly distributions of 2.5% of my escrow capital balance for a total of 30% per year;

c. Bryant would use the secure escrow accounts for all investors to serve as proof of funds in order for BUCF to secure a 6x line of credit from a hedge fund;

d. The line of credit would be used to fund short-term mortgage loans, which would be quickly sold to long-term lenders and servicers for a fixed fee of approximately $695; and

e. BUCF processed approximately 7,000 mortgage loans per month.

At no point during this meeting or at any time before I invested did Bryant disclose that my invested funds would be commingled with BUCF operating funds or Bryant's personal funds, or that my funds would be, or could be, transferred to another person or entity. He did not identify Wammel Group, LLC or Arthur Wammel as participants in the investment program he described.

15. On September 6, 2016 and after the conclusion of my meeting with Bryant, I provided Charles Schwab with oral authorization to execute the wire transfer of my $180,000.00 investment to the BUCF Bank Account. Immediately thereafter, Charles Schwab executed my wire transfer.

16. I began receiving monthly account statements concerning my investment in or around September 2016. I receive such monthly account statements directly from Bryant and BUCF by email from tbryant@bryantunited.com. My monthly account statement dated September 12, 2016 ("September 2016 Account Statement") stated that I had an "Escrow Capital Balance" of $180,000.00, a "Calculated Account Balance" of $180,000.00, and an "Accumulated

Account Balance" of $180,000.00. *A true and correct copy of the September 2016 Account Statement is attached hereto as Exhibit 4.*

17. My BUCF account statements dated October 12, 2016 ("October 2016 Account Statement") and November 12, 2016 ("November 2016 Account Statement") each stated that I had an "Escrow Capital Balance" of $180,000.00, a "Calculated Account Balance" of $180,000.00, an "Accumulated Account Balance" of $180,000.00, and a scheduled disbursement of $4,500.00 for November 3, 2016 and December 3, 2016, respectively, which I understood to be my promised 2.5% monthly returns. *A true and correct copy of the October 2016 Account Statement and November 2016 Account Statement are attached hereto, respectively, as Exhibits 5 and 6.* I received disbursements of $4,500.00 from BUCF on October 3, 2016 and November 3, 2016.

18. Based on the BUCF Partnership Agreement, monthly account statements, and representations from Bryant, I understood that my investment funds were deposited into, and at all times remained in, a secure escrow account.

19. On or about January 12, 2017, I was informed by O'Laughlin that Bryant and BUCF were the subjects of an investigation conducted by the U.S. Securities and Exchange Commission ("SEC"). On or about January 13, 2017, I spoke with Bryant on the phone to inquire about the nature of the SEC investigation. Bryant represented to me that the investigation was initiated at the request of a financial advisor that was upset that he was fired by a client and that this client elected to invest in the BUCF program. Bryant further represented that the investigation was limited to a concern by the SEC regarding the use of the word "guaranteed" in the BUCF Partnership Agreement. Bryant further represented that the SEC investigation would be concluded upon the amendment of the BUCF Partnership Agreement.

20. Had I known that Bryant and BUCF would not deposit my investment funds into a secure escrow account directly controlled by Bryant and BUCF as promised, then I would not have invested.

21. Had I known that Bryant and BUCF would use my investment funds for purposes undisclosed to me, then I would not have invested.

22. Had I known that Bryant and BUCF would use my investment funds to pay for the personal living expenses for Bryant, then I would not have invested.

23. Had I known that Bryant and BUCF would pay my distributions from sources other than the revenue from the short-term mortgage investment program as described to me by Bryant, then I would not have invested.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 10, 2017.

Stephen B. Hoselton

{In Archive} Re: 180k Escrow Investment Agreement/Bryant United Capital Funding
Trey Bryant, CEO
to:
Stephen B Hoselton
08/19/2016 07:45 PM
Hide Details
From: "Trey Bryant, CEO" <tbryant@bryantunited.com>

To: Stephen B Hoselton [redacted]

History: This message has been replied to.
Archive: This message is being viewed in an archive.

Hi Stephen-

Please please call me Trey. Sounds great on the documents. The income statement will be a 1099-int- this keeps you from paying Medicare or social security tax on your returns. Please let me know if you have any other questions.

Thanks,

Trey Bryant, CEO
[redacted]

Sent from my Bryant United iPhone

Please excuse spelling and grammatical errors this message was sent through my mobile device.

On Aug 19, 2016, at 5:26 PM, Stephen B Hoselton [redacted] > wrote:

> Mr. Bryant,
>
> I'll review over the weekend and plan to send completed copies to you next week along with my bank routing number and account information. I have already checked with my Schwab brokerage account and shouldn't have any problem wiring the initial principle in early September.
>
> My only question at this time is with regards to the annual tax form we will receive for income tax filing. Will it be a 1099-INT?
>
> Thanks,
> Stephen

App. 0021

EXHIBIT 1

Stephen B. Hoselton
[redacted]

[redacted]

Follow Raytheon On
<35211074.gif> <35012421.gif> <35469637.gif> <35249299.gif>

<35026421.gif>

<graycol.gif>"Trey Bryant, CEO" ---08/19/2016 02:50:25 PM---Hi Stephen;

From: "Trey Bryant, CEO" <tbryant@bryantunited.com>
To: "'Stephen B Hoselton'" <[redacted]
Date: 08/19/2016 02:50 PM
Subject: 180k Escrow Investment Agreement/Bryant United Capital Funding

Hi Stephen;

I apologize about the slight delay. Attached is a copy of your official Escrow Investment Contract, as requested. For easy reference, the terms of the agreement are defined in Section 6.2.1 of the contract. Please review for accuracy. If everything is correct- please initial the bottom of each page- sign the second to last page and return to me with the W9 Form (provided) via email, fax or mail. Please remember, we will also need a copy of a Voided Check or the Account Information so the business office can set up your Direct Pay account.

In addition, I have provided our Company Bank information for your capital account deposit…

Wire/Transfer Instructions:

Bryant United Capital Funding, Inc.
24044 Cinco Village Center Blvd.
Katy, TX 77494
Wells Fargo, NA
ABA: 121000248
Account: [redacted]9692

Check Deposit at Wells Fargo Branch Instructions:

Make Check out to:
Bryant United Capital Funding, Inc.

***** Please endorse the back of the deposit with the company name, Deposit only and Account number- See below**
Bryant United Capital Funding

For Deposit Only
Accnt# [redacted]9692

Please feel free to contact me direct at 281.299.5311 if you have any further questions or needs. Have a great evening.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]
<35821468.jpg>

From: Stephen B Hoselton [redacted]
Sent: Thursday, August 18, 2016 9:41 AM
To: Trey Bryant, CEO [redacted]
Subject: RE: Francis O'Laughlin referral

Stephen Boyd Hoselton
Shirley Ann Hoselton
[redacted]

We plan to make an initial deposit of $180,000.00 USD.

Thanks!

Stephen B. Hoselton
[redacted]

Follow Raytheon On
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<35026421.gif>

App. 0023

cooperation.

<graycol.gif>"Trey Bryant, CEO" ---08/18/2016 09:37:33 AM---Hi Stephen;

From: "Trey Bryant, CEO" [redacted]
To: "'Stephen B Hoselton'" <[redacted]
Date: 08/18/2016 09:37 AM
Subject: RE: Francis O'Laughlin referral

Hi Stephen;

It was good to hear from you today. Yes- the group is still open and taking new investors at this time. It was great to hear that you have decided to join our investment group. I will have the contract and paperwork prepared for you this week. Can you please send me the below information.

- Full Legal name and address of all parties that will be on the contract.
- Capital Account deposit amount (Please confirm it will be $180,000.00USD)

Please send me the above information and I will get everything to you by tomorrow. Have a great day!

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]
<35821468.jpg>

From: Stephen B Hoselton [redacted]
Sent: Thursday, August 18, 2016 7:48 AM
To: tbryant@bryantunited.com
Subject: Fw: Francis O'Laughlin referral

Hello Mr. Bryant,

I hope all is well with you.

We spoke last summer about the investment opportunity that you offer as part of your limited partnership. I'm interested in investing $180k in your limited partnership if you are still open to new investors. I have a short term CD that matures 8/31 and I'll be in a position to invest in early September. Please advise.

Best regards,
Stephen

App. 0024

Stephen B. Hoselton

[redacted]

Follow Raytheon On
<35211074.gif> <35012421.gif> <35469637.gif> <35249299.gif>

<35026421.gif>

----- Forwarded by Stephen B Hoselton/US/Raytheon on 08/15/2016 12:28 PM -----

From: "tbryant@bryantunited.com" <tbryant@bryantunited.com>
To: Stephen B Hoselton <[redacted]
Date: 06/23/2015 04:29 PM
Subject: Re: Francis O'Laughlin referral

Stephen;

No problem at all.:)) We don't expect anyone to come in uninformed. Please let me know if you have any addition questions or needs. Have a great week.

Thanks,

Trey Bryant, CEO
[redacted]

Sent from my Bryant United iPhone

On Jun 23, 2015, at 4:05 PM, Stephen B Hoselton [redacted] > wrote:

Trey,

Sorry for the 20 questions. I'm just trying to get myself to a comfort level and understand potential risks associated with this opportunity. Thanks for the quick feedback!

Thanks,
Stephen

Stephen B. Hoselton
[redacted]

App. 0025

[redacted]

<graycol.gif>"Trey Bryant, CEO" ---06/23/2015 12:23:19 PM---Hi Stephen;

From: "Trey Bryant, CEO" [redacted]
To: "'Stephen B Hoselton" <[redacted]>
Date: 06/23/2015 12:23 PM
Subject: RE: FW: Francis O'Laughlin referral

Hi Stephen;

I will do my best in answering the questions you enclosed on the contract. Please understand, other than section 6.2.1 of the agreement- I have not reviewed the other attorney language of the contract in grand detail. The payout and return and return section of the contract is the most important to the office. My Replies to your answers are in RED....

Please let me know if you have any additional questions or needs.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]
<33399964.jpg>

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† A Bryant United Holdings, Inc. Company

From: Stephen B Hoselton [redacted]
Sent: Tuesday, June 23, 2015 11:19 AM
To: Trey Bryant, CEO
Subject: Re: FW: Francis O'Laughlin referral

Hi Trey,

Since the agreement you sent is a sample agreement, can I assume that the formal binding agreement is very similar? If not, how material are the changes that have been made to you latest agreement?
The sample agreement is the formal contract you would be signing with the addition of your exact capital account deposit and Personal information.

I have noted questions on some of the articles per below.

Thanks,
Stephen

App. 0026

Article 3. "The purpose and character of the business of the Partnership shall be the return on equity

promised herein." Was something omitted in this sample agreement after the colon? **We have 7 attorneys that are group members and wording has been changed and omitted by request over the years. Therefore- at one time there might have been something that was omitted or revised by recommendation over the years.** Is there wording that prevents the Partnership from investing funds? **No- as long as the group has open investment abilities the Limited Partner can add funds upon company approval.** Or could the funds be invested or used in manner other then the intended funding security? **No- we do not use the funds- its sole purpose is to back our warehouse line. Any changes or modifications to the business model has to be agreed upon by all group members.**

Article 6.2.1. An initial preserved capital of $100,000 is outlined. Is the $50,000 minimum still allowed? **The min. Investment to open an account is any amount over $50k and no more that 1mil per year.**

Article 6.2.1. This article mentions a "secure escrow account." How exactly is the escrow account secured? **The secure the funds in a tesa protected account with our Financial Institution.** Does the General Partner have the right to request distributions? **??- I don't understand this question. But no the General Partner does not take disbursements of the Capital Fund.** Is there some type of approval process for distributions? **No- your Disbursement on the 3rd of every month. This is a monthly usage payment. It is the same every month as long as you are a member of the group.** I believe you may have already addressed this when we last spoke on the phone.

Article 6.2.1. "No risk to capital account is expressed or implied by General/Managing Partner…" What exactly does this mean? **We do not use the funds. It backs our warehouse hedge line. The account is a separate entity than the operation company for asset protection purposes.** Is the General Partner bonded related to escrow or capital accounts? **Cash assets cannot be bonded- Other than the FDIC allowance.**

Article 6.6. "Your capital withdrawal can be requested and will be disbursed within 60 days from the initial request paid on the 5th of the following pay month." What if too many partners request distributions at the same time? Seems like the Managing Partner could have liquidity constraints at some point. ?? **This does not affect our liquidity- it effects our warehouse commitments. 100% of our investor group could withdraw at the same time and the main impact would be our future warehouse commitment amount.**

Article 8.1. The allocation of profits is left blank or omitted. Who gets paid first? Also tied to this clause would be my income tax treatment. Confirm whether 100% of my return is considered taxable interest income or if a portion may be realized gains subject to preferential long term capital gains treatment. **The investors earnings and Capital accounts are paid first less any personal loans with our company at the time of the withdrawal- if applicable. We provide K1 statements to earnings. It is considered income but not subjected to social security tax withdrawals.**

Article 8.2. Where is 8.2? This seems to be a vital portion of the section regarding the allocation of profits. **I have never noticed the exclusion of section 8.2. If it is not part of the contract than it has no relevance.**

Article 10.1.1. This paragraph states that the partner can dispose of its partnership interest with the written consent of the Limited Partner. Should this be the General Partner instead of the Limited Partner? Please explain this clause. Basically it is supposed to mean that the limited partner and/or the General partner can dispose of the partnership agreement within the terms in writing.

Article 12.1.2. In order to dissolve the Partnership, do all of the partners (both General and Limited) have to sign off? **Both have to sign off on it and it has to comply with the contractual agreement terms. For instance, the LP request and the Office process the request and documents the request of withdrawal date. I do sign the withdrawal form for paperwork purposes. But if you are asking do we deny withdrawals the answer is- no we do not.**

Article 12.3.3.1. Can Limited Partners be on the hook for any loans owed to General Partner as mentioned? **No- The partnership conducts not business. They are not liable for any operation liability's. The funding company of the investors does not create business operations.**

Article 12.3.3.2. Could Limited Partners owe a pro rata portion of liabilities? **NO.**

Stephen B. Hoselton
[redacted]
www.raytheon.com

<graycol.gif>"Trey Bryant, CEO" ---06/23/2015 10:31:40 AM---Hi Stephen;

From: "Trey Bryant, CEO" <[redacted]
To: "'Stephen B Hoselton'" <[redacted]
Date: 06/23/2015 10:31 AM
Subject: FW: Francis O'Laughlin referral

Hi Stephen;

I just wanted to follow up on your interest and paperwork I sent you onn our Company Escrow group. Please let me know if you have any questions.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]
<33399964.jpg>

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† A Bryant United Holdings, Inc. Company

From: Trey Bryant, CEO [redacted]
Sent: Tuesday, June 9, 2015 11:31 AM
To: 'Stephen B Hoselton'
Subject: RE: Francis O'Laughlin referral

Hi Stephen;

Attached is a copy of our Escrow Investment Contract as requested (16 Pages). For easy reference, the terms of the agreement is defined in Section 6.2.1 of the contract. In addition I enclosed a copy of the W9 we will need on file with our business office and a Sample of our Month-end Statement that you will get at the end of every month. Please review the contract and let me know if you have any additional questions.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]
<33399964.jpg>

App. 0028

**** *The information contained in this transmission may be privileged and confidential and is intended only for*

From: Stephen B Hoselton [redacted]
Sent: Tuesday, June 9, 2015 10:41 AM
To: tbryant@bryantunited.com
Subject: Fw: Francis O'Laughlin referral

Hello Mr. Bryant,

I'm still very interested in the K1 investment opportunity that your company offers. Is it possible for you to send me the operating agreement so I can review it?

Thanks,
Stephen

Stephen B. Hoselton
[redacted]

----- Forwarded by Stephen B Hoselton/US/Raytheon on 06/09/2015 10:36 AM -----

From: Stephen B Hoselton/US/Raytheon
To: "Trey Bryant, CEO" <[redacted]
Date: 05/27/2015 04:58 PM
Subject: RE: Francis O'Laughlin referral

Mr. Bryant,

When you have a moment, I have a couple of questions I was hoping you could address. You have referred to the private investment opportunity as an escrow group. Is there any sort of three party agreement between your company, the investors and the bank where the monies are held? What controls are in place to ensure that monies are only added and subtracted from the escrow account when authorized by both you, the investor (and an employee of the bank if necessary)? I fully understand the initial holding period and waiting period upon an investor requesting monies to be withdrawn, but would like to gain a better understanding of controls that are in place to ensure that monies can only be moved from the account after all parties have agreed to such.

Also, do you have any investors who have transferred IRA accounts to the escrow group investment opportunity? When we spoke on the phone, I recall that you mentioned that you had clients who had funded the escrow group using their 401k, but was curious to know if the investment opportunity could accept IRA funding.

Thanks,
Stephen

App. 0029

Stephen B. Hoselton
[redacted]

[redacted]

<graycol.gif>Stephen B Hoselton---05/11/2015 01:48:24 PM---Hi Mr. Bryant, I'm at my desk and don't have any meetings this afternoon. I can be reached anytime

From: Stephen B Hoselton/US/Raytheon
To: "Trey Bryant, CEO" [redacted]
Date: 05/11/2015 01:48 PM
Subject: RE: Francis O'Laughlin referral

Hi Mr. Bryant,

I'm at my desk and don't have any meetings this afternoon. I can be reached anytime this afternoon at [redacted]

Thanks,
Stephen

Stephen B. Hoselton
Finance
[redacted]

<graycol.gif>"Trey Bryant, CEO" ---05/11/2015 12:45:14 PM---Hi Stephen;

From: "Trey Bryant, CEO" [redacted]
To: "'Stephen B Hoselton'" [redacted]
Date: 05/11/2015 12:45 PM
Subject: RE: Francis O'Laughlin referral

Hi Stephen;

I apologize about not being able to reach out to you Friday as planned. It was quarterly close out for originators and my meetings extended longer than planned. Please let me know your schedule today and the best time to call.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]

<33399964.jpg>

App. 0030

From: Stephen B Hoselton [redacted]
Sent: Friday, May 8, 2015 10:18 AM
To: Trey Bryant, CEO
Subject: RE: Francis O'Laughlin referral

Mr. Bryant,

I'm in the office today until around 4 pm. Anytime between 2-4 pm is good. After 4 I can easily take the call while on the road. Please call at your convenience anytime after 2 pm. My best number is 817.909.6368.

Thanks,
Stephen

Stephen B. Hoselton
[redacted]

<graycol.gif>"Trey Bryant, CEO" ---05/08/2015 10:14:15 AM---Hi Stephen;

From: "Trey Bryant, CEO" <[redacted]>
To: "'Stephen B Hoselton'" [redacted]
Date: 05/08/2015 10:14 AM
Subject: RE: Francis O'Laughlin referral

Hi Stephen;

It was good to hear from you. I am in morning meetings until 1pm today. Is there a good time to reach out to you this afternoon so I can explain our Investment Escrow Group in more detail? Please let me know and I will plan my day accordingly.

Thanks,

Trey Bryant, III
Chairman, President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**
[redacted]

<33399964.jpg>

From: Stephen B Hoselton [redacted]
Sent: Friday, May 8, 2015 10:11 AM
To: tbryant@bryantunited.com
Subject: Francis O'Laughlin referra[redacted]

Mr. Bryant,

Francis O'Laughlin and I both work for the same division of Raytheon. He recently informed me about investment opportunities that your company offers. I am interested in learning more about potential investment instruments that you may offer that would provide my wife and me greater diversification with potential for solid returns. Please let me know when would be a good time to talk or if you can send me any information regarding investment opportunities that your company offers.

Thanks,
Stephen
[redacted]

Stephen B. Hoselton
[redacted]

App. 0032

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING, INC.

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of July 01, 2015 by and between **Bryant United Capital Funding, Inc**. (General Partner/Managing Partner), and **Sample Contract** (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 Limited 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 and balanced reflected on monthly statements for each Partner with beneficiary rights of such account 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 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 with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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 reinvested Profit 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 owned to another party without proper authority to such funds.

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. Limited Partner or Partners. Sample Contract

1.12. Partnership. Bryant United Capital Funding, a Texas Limited 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, 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 or extended as provided herein or by law.

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 $100,000.00- with the guaranteed annual Distribution of $30,000.00 (USD) or monthly distribution rate of $2,500.00 (USD) starting on June 3rd, 2014, and will remain such return throughout the life of the investment. Any and all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until “Limited Partner(s)” elects to remove Capital investment amount 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. NO risk to capital account is expressed or implied by General/Managing Partner or this agreement.

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 that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th 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 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income 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 unless otherwise stated in capital increase section of monthly statement.

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 limited 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 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. 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 allowed upon notice of

approval. 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.

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 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 and defined by Capital Account balance and 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 60 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 and distribute any and all Capital Account Balance in Limited Partners Account.

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 will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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 current Capital Account balance 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 monthly by the Partnership with (i) account balance statement.

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.

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.

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 Limited Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____

Thurman P. Bryant, III/ President & CEO

Sample Contract (Limited Partner) _____

Individual/Limited Partner

SCHEDULE A. Attached

SCHEDULE A.

PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP

Name	Capital Contribution	%Owned
SAMPLE CONTRACT	$100,000.00	100%
- SAMPLE CONTRACT		
Bryant United Capital Funding, Inc.	$0.00	0%
- 24044 Cinco Village Center Blvd., Suite 100, Katy, TX 77494		

- NOTHING ELSE FOLLOWS OR ATTACHED -

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of September 01, 2016, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Stephen Boyd Hoselton** (Limited Partner(s) and/or **Shirley Ann Hoselton** (Limited Partner(s).

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 Limited 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 and balanced reflected on monthly statements for each Partner with beneficiary rights of such account 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 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 with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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 reinvested Profit 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 owned to another party without proper authority to such funds.

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. Limited Partner or Partners. Stephen Boyd Hoselton and/or Shirley Ann Hoselton

1.12. Partnership. Bryant United Capital Funding, a Texas Limited 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, 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;

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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 or extended as provided herein or by law.

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 $180,000.00- with the guaranteed annual Distribution of $54,000.00 (USD) or monthly distribution rate of $4,500.00 (USD) starting on November 3rd, 2016, and will remain such return throughout the life of the investment. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. 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 that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th 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 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

8.1. Allocation of Profits. All Profits for accounting purposes, taxable income 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 unless otherwise stated in capital increase section of monthly statement.

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.

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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 limited 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 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. 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 allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to

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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.

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,

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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;

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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 and defined by Capital Account balance and 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 60 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

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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 and distribute any and all Capital Account Balance in Limited Partners Account.

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 will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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 current Capital Account balance 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 monthly by the Partnership with (i) account balance statement.

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.

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.

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 Limited Partnership Agreement on the date first above written.

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____ 8-26-2016

Thurman P. Bryant, III/ President & CEO

Stephen Boyd Hoselton (Limited Partner) _____

Individual/Limited Partner

Shirley Ann Hoselton (Limited Partner) Shirley Ann Hoselton

Individual/Limited Partner

SCHEDULE A. Attached

SCHEDULE A.

PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP

Name	Capital Contribution	%Owned
Stephen Boyd Hoselton and/or Shirley Ann Hoselton	$180,000.00	100%
- [redacted] Rockwall, TX 75087		
Bryant United Capital Funding, Inc.	$0.00	0%
- 24044 Cinco Village Center Blvd., Suite 100, Katy, TX 77494		

- NOTHING ELSE FOLLOWS OR ATTACHED -

S.H.

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

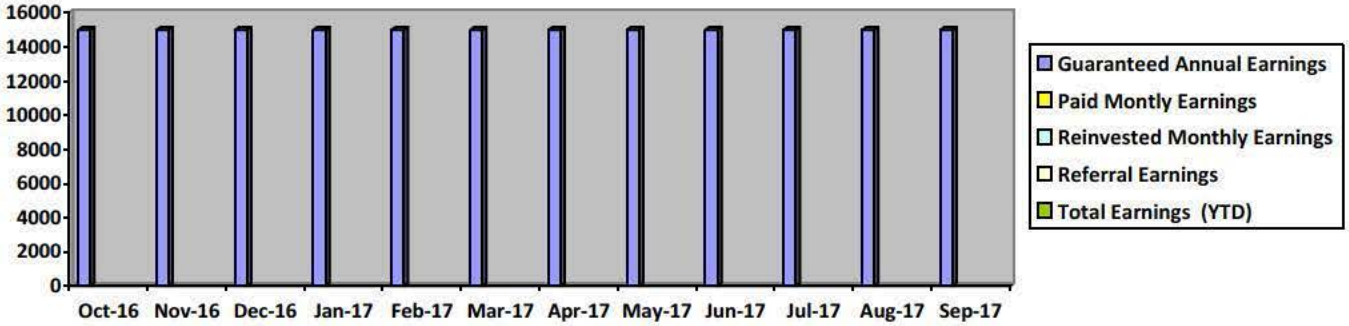
MEMBER ID # 12-1097
STATEMENT DATE: SEPTEMBER 12, 2016
STATEMENT TERM: RECEIPT OF FUNDS

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Stephen Boyd Hoselton
Shirley Ann Hoselton
[redacted]

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$180,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	11/03/2016

CALCULATED ACCOUNT BALALNCE (EFF 11/03/2016)	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNINGS (EFF 11/03/2016)
$180,000.00 USD	On File	30%	$4,500.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$0.00	$0.00	$180,000.00

Messages/Notes:

Welcome to the Bryant United Capital Investment Escrow Group! Your account has been initialed and set-up for processing. Your First scheduled disbursement date will begin Nov 3, 2016. Please review the above information for accuracy.

App. 0065

THANK YOU FOR YOUR TRUST!

EXHIBIT 4

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

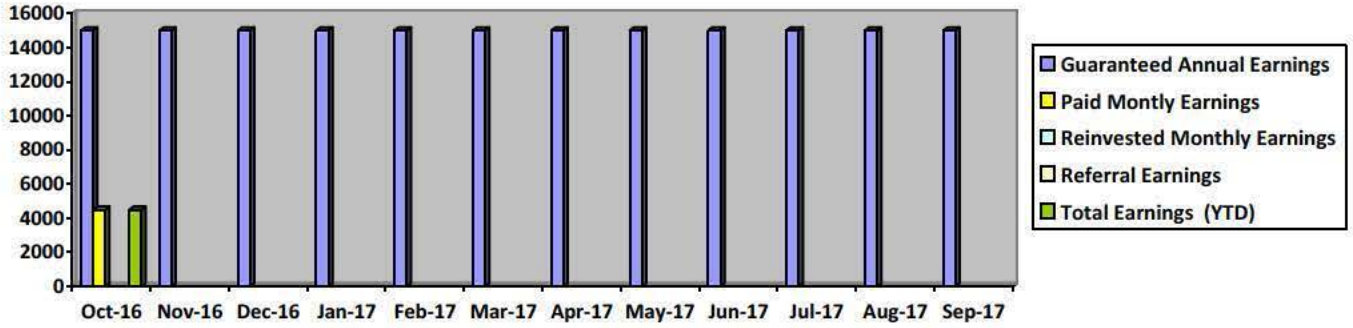
MEMBER ID # 12-1097
STATEMENT DATE: OCTOBER 12, 2016
STATEMENT TERM: SEPT 17, 2017 - OCT 21, 2016

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Stephen Boyd Hoselton
Shirley Ann Hoselton
[redacted]

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$180,000.00	$4,500.00	$0.00	$0.00	$4,500.00	$0.00	11/03/2016

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNING
$180,000.00 USD	On File	30%	$4,500.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$4,500.00	$0.00	$180,000.00

Messages/Notes:

Congratulations on your Oct-2016 monthly Earning! You are currently set up for monthly disbursements.
Your next scheduled disbursement date will be Nov 03, 2016.

App. 0066

EXHIBIT 5

THANK YOU FOR YOUR TRUST!

STATEMENT

Bryant United Capital Funding, Inc.

PRIVATE EQUITY • ASSET MANAGEMENT

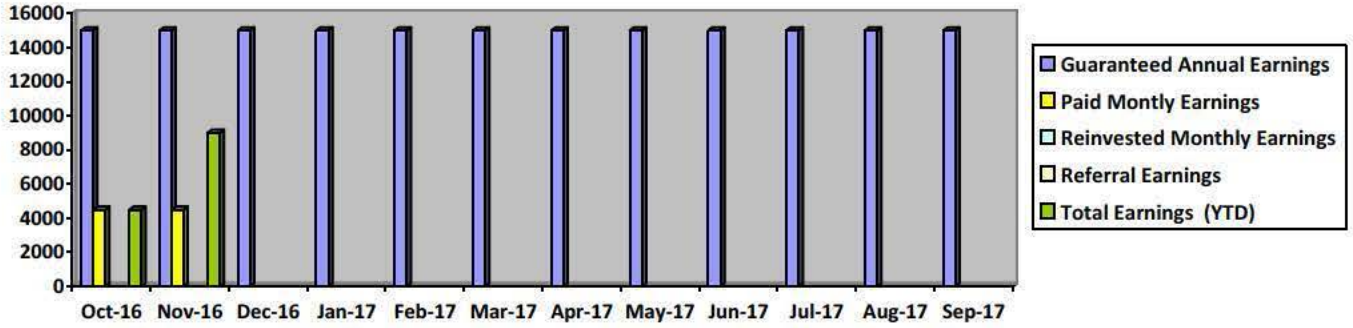
MEMBER ID # 12-1097
STATEMENT DATE: NOVEMBER 12, 2016
STATEMENT TERM: OCT 22, 2017 - NOV 18, 2016

24044 Cinco Village Center Blvd
Ste.100
Katy, TX 77494
Phone 1.866.580.3525
Fax 281.860.7651
office@bryantunited.com

TO Stephen Boyd Hoselton
Shirley Ann Hoselton
[redacted]

Escrow Capital Balance	Available Disbursement	Qualified Referral Bonus	Deferred Referral Bonus	Scheduled Disbursement	Monthly Reinvested	Payment Date
$180,000.00	$4,500.00	$0.00	$0.00	$4,500.00	$0.00	12/03/2016

CALCULATED ACCOUNT BALALNCE	BENEFICIARY OF ACCOUNT	RATE OF ANNUAL RETURN	GUARANTEED MONTHLY EARNING
$180,000.00 USD	On File	30%	$4,500.00



ADDITIONAL INVESTMENT DEPOSIT	DISBURSED EARNINGS (YTD)	REINVESTED EARNINGS (YTD)	ACCUMULATED ACCOUNT BALANCE
$0.00	$9,000.00	$0.00	$180,000.00

Messages/Notes:

Congratulations on your Nov-2016 monthly Earning! You are currently set up for monthly disbursements.
Your next scheduled disbursement date will be Dec 03, 2016.

App. 0067

EXHIBIT 6

THANK YOU FOR YOUR TRUST!