

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

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

THURMAN P. BRYANT, JR., and
CARLOS GOODSPEED a/k/a SEAN PHILLIPS
d/b/a TOP AGENT ENTERTAINMENT d/b/a
MR. TOP AGENT ENTERTAINMENT

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Ancillary Civil Action No. 4:17-cv-00856

**RECEIVER’S COMPLAINT AGAINST THURMAN P. BRYANT, JR. AND
CARLOS GOODSPEED A/K/A SEAN PHILLIPS D/B/A TOP AGENT
ENTERTAINMENT D/B/A MR. TOP AGENT ENTERTAINMENT**

Jennifer Ecklund, in her capacity as the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Relief Defendant Arthur F. Wammel (“**Wammel**”), Relief Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), by and through undersigned counsel, hereby files this *Complaint* against Thurman P. Bryant, Jr. (“**Bryant, Jr.**”) and Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment (“**Goodspeed**”), and would respectfully show this Court the following:

I. INTRODUCTION

1. This case arises out of, and is ancillary to, a lawsuit brought by the Securities and Exchange Commission (“**SEC**”) against the Bryant Defendants and Relief Defendants Wammel, Wammel Group, Goodspeed, and Bryant, Jr. (collectively, the “**Relief Defendants**”) for claims

related to a fraudulent investment scheme created, organized, and operated by the Bryant Defendants. That lawsuit is styled *SEC v. Thurman P. Bryant, III, et al.*, No. 4:17-cv-00336-ALM, and is pending in the United States District Court for the Eastern District of Texas, Sherman Division (“*SEC v. Thurman P. Bryant, III, et al.*”).

2. The Bryant Defendants engaged in a Ponzi scheme that raised millions of dollars from unwitting investors through the sale of “limited partnership interests” in BUCF (the “**Ponzi scheme**”). Defendant Bryant induced Investors to invest in BUCF through investment contracts based upon misrepresentations and material omissions regarding (a) returns (30% or more), (b) the secure nature of the “mortgage-based” investments, and (c) the existence of “escrow accounts.” However, no secure escrow accounts existed and there was no mortgage-related investment program.

3. As part of the Bryant Defendants’ Ponzi scheme and directly violative of promises to BUCF investors, BUCF transferred its investor’ funds to the Wammel Group—a limited liability company wholly owned and operated by Wammel—which in turn invested BUCF investor funds in high-risk options trading. *See* August 15, 2017 Memorandum Opinion and Order, *SEC v. Thurman P. Bryant, III, et al.*, Case No. 04:17-CV-00336-ALM, Dkt. No. 89 (E.D. Tex., Mazzant, J.) at 8 (the “**Memorandum Opinion and Order**”). In effect, the Bryant Defendants and the Wammel Defendants created a web of interlocking entities that they utilized in connection with the Ponzi scheme out of which this case arises. *See id.* (“The Court finds that this is sufficient evidence to establish a Ponzi scheme.”).

4. The SEC’s complaint in *SEC v. Thurman P. Bryant, III, et al.* describing the Ponzi scheme is in this Court’s record and is incorporated herein by reference.

5. The Receiver's investigation has established that more than \$22 million was raised from BUCF investors during the course of the scheme, including approximately \$1.4 million raised since January 2017 alone. Notably, of that \$22 million, more than \$17.8 million was transferred to the Wammel Group, Goodspeed, and Bryant, Jr., and approximately \$4.8 million was misappropriated by Bryant to fund his personal living expenses. None was invested as promised in the agreements signed by investors.

6. Goodspeed and Bryant, Jr. (identified herein as the "**Ancillary Defendants**") collectively received more than \$1.8 million (the "**Transfers**") from the Bryant Defendants, which expressly violated Bryant's promises to investors about how their money would be used. Bryant, Jr., who is the father of Defendant Bryant and an investor in BUCF, assisted Bryant in inducing investors into the BUCF scheme and received over \$498,000 in referral fees, commissions for his assistance, and/or earnings over and above the amounts he initially invested in BUCF. *See Transfers Between Thurman "Trey" Bryant III and Thurman "Sonny" Bryant Jr.*, attached hereto as **Exhibit A**.

7. In direct conflict to Bryant's representations to BUCF investors, Goodspeed received over \$1.3 million of investor funds transferred by Bryant to Goodspeed purportedly to provide concert promotion services and returns, of which to date no monies have been returned to the Bryant Defendants. *See Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed*, attached hereto as **Exhibit B**.

8. According to BUCF's records, from 2011 to 2017, BUCF made the Transfers to Bryant, Jr. and Goodspeed totaling over \$1.9 million fictitious profits from the scheme.

9. The payment of commissions, referral fees, transfers for no consideration, or interest on the fraudulent investments amount to fraudulent transfers. Neither Goodspeed nor

Bryant, Jr. exchanged reasonably equivalent consideration for what they received, and neither Goodspeed nor Bryant, Jr. have legitimate claims to the monies, which were misappropriated from unwitting investors. The investors were promised a no-risk investment in the mortgage industry in which their principal would be protected against loss in secured escrow accounts, but some of that money is now in the possession of these Defendants. The Receiver brings this Complaint to rescind these Transfers because the funds used were those of innocent, unwitting investors in the BUCF Ponzi scheme.

II. PARTIES

10. Plaintiff Jennifer Ecklund was appointed as Receiver for the Bryant Defendants by order of this Court signed May 15, 2017, and superseded by the Amended Order Appointing Receiver (and including the Wammel Defendants in the Receivership) entered on July 19, 2017 (the “**Receivership Order**”), which are in the Court’s record and incorporated herein by reference. The Receivership Order authorizes the Receiver to, *inter alia*:

institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission . . .

¶ 41, p. 13.

11. Defendant Carlos Goodspeed is an individual residing at 1300 Cottonwood Valley Cir. S., Irving, Texas 75038. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

12. Defendant Thurman P. Bryant, Jr. is an individual residing at 9501 W CR 60, Site K-1, Midland, TX 79707. He may be served with process at that address or wherever else he may be found. FED. R. CIV. P. 4.

III. JURISDICTION AND VENUE

13. This Court has subject-matter jurisdiction over the matters raised by this lawsuit pursuant to 28 U.S.C. § 1367 because this action is ancillary to *SEC v. Thurman P. Bryant, III, et al.* See *Crawford v. Silette*, 608 F.3d 275, 278 (5th Cir. 2010); see also *Haile v. Henderson Nat'l Bank*, 657 F.2d 816, 822 (6th Cir. 1981). Moreover, the money transferred to Goodspeed and Bryant, Jr. as described herein, constitutes a Receivership Asset, defined in the Receivership Order as “all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendant owns, possesses, has a beneficial interest in, or controls directly or indirectly.” Receivership Order, ¶ 7(A), p. 3.

14. Venue is proper in this Court because this action is ancillary to *SEC v. Thurman P. Bryant, III, et al.*, and pursuant to 28 U.S.C. §§ 754 and 1692, the Receiver may sue in the district in which she was appointed to enforce claims anywhere in the country.

IV. FACTS AND PROCEDURAL BACKGROUND

15. The Receiver relies on, and hereby incorporates by reference, the specific factual allegations made by the SEC in its complaint against the Bryant Defendants and the Relief Defendants.

A. Bryant Creates the BUCF Scheme

16. In early 2011, Bryant formed BUCF and is, and always has been, BUCF's sole officer, manager, and decision-maker. Bryant opened, maintained, and had sole signatory authority over BUCF's single bank account. Hence, Bryant and BUCF's interests and activities were one and the same and their interests are, and always have been, aligned.

17. Generally, Bryant pitched the investors, orally representing, among other things, that investor funds would be protected in segregated, secure escrow accounts and used solely to serve as “proof of funds” for BUCF to secure a line of credit from a hedge fund. Bryant further represented that BUCF would use the line of credit to fund short-term mortgage loans, which long-term lenders would quickly purchase in exchange for a set fee paid to BUCF. Furthermore, Bryant promised investors, orally and in partnership agreements, that their investment bore no risk and was guaranteed to generate 2.5% monthly returns for a total of 30% annually. The Bryant Defendants raised more than \$22 million from approximately 100 investors located in Texas and other states, including at least two international investors (the “**Defrauded Investors**”).

18. However, Bryant’s promises were false. No secure escrow accounts existed, and there was no mortgage-related investment program. In reality, and directly contrary to representations made to investors, Bryant commingled investor funds in a single BUCF deposit account controlled by Bryant, from which more than \$16 million was transferred to the Wammel Group¹ and more than \$1.8 million was transferred to Goodspeed and Bryant, Jr. Returns were paid to investors from monies raised from other investors.

B. Bryant Partners with Wammel

19. As part of Bryant’s investment scheme, BUCF partnered with the Wammel Group, which in turn invested BUCF investor funds in high-risk options trading. *See* Memorandum Opinion and Order at 8 (“[Bryant] Defendants transferred funds to the Wammel Parties, who then commingled [Bryant] Defendants’ funds with Wammel Group investors’ funds and invested in high-risk options trading.”).

¹ The Wammel Group is wholly owned and operated by Wammel. Since at least 2011, Wammel Group and Wammel have raised approximately \$28.6 million from approximately 16 non-BUCF investors.

20. As Bryant offered and sold BUCF's securities to investors, other entities—Bryant United Holdings, Inc. d/b/a Bryant United d/b/a Bryant Financial d/b/a Bryant United Realtors, WGHP, and the Wammel Group—acted as conduits through which Defrauded Investor money flowed. Each of these entities was owned or controlled by Bryant and/or Wammel who worked in concert to defraud investors.

21. Based on the Receiver's investigation, the relationship between the Bryant Defendants and the Wammel Defendants functioned as follows: (1) investors would transfer money to BUCF, (2) BUCF would transfer money to the Wammel Group, (3) the Wammel Group would commingle such monies with the Wammel Group investor funds, (4) the Wammel Group would invest such funds in high-risk trading, and (5) the Wammel Group would eventually transfer funds back to BUCF.

22. From July 2011 through April 2017, Bryant transferred more than \$16 million from BUCF to the Wammel Group. Wammel commingled Wammel Group investors' funds with BUCF investors' funds. The Wammel Defendants used the majority of the \$16.2 million of BUCF investor capital received, commingled with \$28.6 million in funds raised from the Wammel Defendants' own investors, to fund speculative options and securities trading. By commingling the BUCF investor funds with money raised from the Wammel Group's own non-BUCF investors, the Wammel Defendants facilitated the interrelated Ponzi schemes to: (1) make distributions to BUCF; (2) make distributions to the Wammel Group's investors; and (3) fund high-risk investments.

23. The Wammel Group does not have, and never has had, any legitimate claim to the funds it received from BUCF.

24. In addition to the \$16.2 million transferred from BUCF to the Wammel Group, Bryant, individually, misappropriated \$4.8 million of BUCF investor funds to fund his personal living expenses. *See id.* at 2-4. Similarly, Wammel withdrew or transferred to himself over \$5.5 million of commingled BUCF investor funds and Wammel Group investor funds from 2011 to 2017. *See id.*

25. BUCF paid purported earnings to certain “net winning investors,” above and beyond the original investments made by the particular investors themselves. The profit received by these investors was fictitious. Rather, Bryant and Wammel used funds invested by later investors to pay “earnings” or “interest” to earlier investors, and the Ponzi scheme was perpetuated in this way for years. As a result, certain investors received a windfall while others lost the entirety of the principal they put into BUCF.

C. Bryant’s Father, Bryant, Jr., Participated In and Benefitted from the BUCF Scheme

26. The Bryant Defendants transferred approximately \$498,000 in fictitious earnings, commissions, referral fees, and bonuses to Bryant’s father, Bryant, Jr. *See Transfers Between Thurman “Trey” Bryant III and Thurman “Sonny” Bryant Jr., attached hereto as Exhibit A.*

27. Unlike the other investors, Bryant, Jr. had information revealing the interlocking business relationship between the Wammel Group and BUCF. *See, e.g.,* August 25, 2010 Email between Bryant and Bryant, Jr. (forwarding an email between Wammel and Bryant) with attached Activity Statements for Bryant United Holding, Inc. for May 2010 to August 2010, which lists the Wammel Group as receiving gross monthly income and taking withdrawals, attached hereto as **Exhibit C**. In 2011, Bryant, Jr. invested in BUCF. Specifically, from 2011 through 2017 Bryant, Jr. “invested” and received payouts as follows:

BRYANT, JR.'S TOTAL TRANSFERS RECEIVED FROM BUCF		
Principal Amount Invested	(\$550,000.00)	
Payout from BUCF Received	<u>\$873,500.00</u>	
Total Net Transfers from Investment Received Beyond Principal		\$323,500.00
Total Bonus and Referral Fees Received		\$175,000.00
TOTAL BUCF TRANSFERS TO BRYANT, JR. (ABOVE PRINCIPAL INVESTED)		\$498,500.00

28. After supposedly investing himself, Bryant, Jr. began speaking with potential investors to encourage them to invest significant funds with BUCF. *See, e.g.*, September 27, 2011 Email between Bryant, Jr. and Bryant (forwarding an email between Bryant, Jr. and a potential investor who said she did not have sufficient funds to invest unless she dipped into her retirement, in which Bryant, Jr. said to Bryant: “Looks like I need to work on her regarding tapping her retirement.”), attached hereto as **Exhibit D**; October 25, 2011 Email correspondence between Bryant and Bryant, Jr. (wherein Bryant notified his father that a potential investor will contact him and stated: “I would greatly appreciate you answering any questions he may have in regards to you, your decision process and what you have experience[d] since moving your retirement account with our company. :-))” Bryant, Jr. responded: “Okay...No problem.”), attached hereto as **Exhibit E**; October 24, 2013 Email correspondence between Bryant, Jr. and a potential investor (with Bryant CC’d) (wherein the investor stated: “I contacted Morgan Stanley today and will sell all my Mutual Funds tomorrow, the market is closed for today.” Bryant, Jr. responded: “Trey will prepare and provide you with a contract before you move your money to him. I will explain more when we see each other.”), attached hereto as **Exhibit F**.

29. In fact, Bryant, Jr. admitted to *misrepresenting* significant details to entice potential investors. *See* September 27, 2011 Email between Bryant, Jr. and Bryant (wherein Bryant, Jr. admitted that he lied to a potential BUCF investor and stated “She thinks we have

been invested for a few years...gave her a sense of stability in what I was telling her.”), attached hereto as **Exhibit G**. Bryant, Jr. participated in the inducement of the Defrauded Investors into the BUCF scheme. The net profits of over \$498,000 to Bryant, Jr. from BUCF are composed of referral fees, commissions, and/or purported earnings on his individual investments in the BUCF scheme.

30. Bryant, Jr.’s purported “services” in furtherance of the Ponzi scheme do not constitute reasonably equivalent value for the monies he received from BUCF because his efforts served only to extend the fraud and did not increase the net worth of BUCF.

31. Bryant, Jr. received earnings and fees of nearly \$500,000 over and above the amount he initially invested in BUCF, and the Receiver brings this Complaint to rescind the transfer of such “earnings,” “fees,” or “interest” to Bryant’s father. The funds used for the transfers were those of other innocent, unwitting Defrauded Investors in the BUCF scheme. It is hardly surprising that Bryant, Jr. is one of only a handful of BUCF’s investors who has received funds in excess of their initial investment because Bryant has long tried to include his father in his money-making schemes. *See* October 20, 2008 Email between Bryant and Bryant, Jr. (wherein Bryant stated: “I need you on payroll. I might have a way for you to make money on these purchases as well. It can earn you a part time salary of at least 10k month not tax.”), attached hereto as **Exhibit H**.

32. As a “net winning investor,” Bryant, Jr. not only received from BUCF sums equal to his investments in BUCF, but also payments in excess of his principal. The money used to make those payments came directly from commingled funds of other BUCF investor and Wammel Group investor monies.

D. Bryant Transfers Significant Funds to Goodspeed

33. Upon information and belief, beginning in December 2016, after becoming aware of the SEC's investigation, the Bryant Defendants pivoted their use of investor funds, and appeared to no longer be funneling money to the Wammel Group. Instead, the Bryant Defendants began transferring investor funds to Goodspeed.

34. Beginning in January 2017, the Bryant Defendants transferred \$1.37 million of investor funds to Goodspeed. *See* Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed, attached hereto as **Exhibit B**. Goodspeed, doing business as Top Agent Entertainment, claims to be a concert promoter and booking agent for entertainers like Taylor Swift and Aubrey "Drake" Graham. Bryant transferred \$1.37 million in investor funds to Goodspeed through the use of investment/partner agreements for events with entertainers, including Taylor Swift, Aubrey "Drake" Graham, and Lil Wayne. *See, e.g.*, January 17, 2017 Email between Goodspeed and Bryant with an attached investment/partner agreement for "Lil Wayne Super Bowl Party Event," attached hereto as **Exhibit I**; January 22, 2017 Email between Goodspeed and Bryant with an attached investment/partner agreement for "Lil Wayne Super Bowl Party Event," attached hereto as **Exhibit J**; February 6, 2017 Email between Goodspeed and Bryant with an attached investment/partner agreement for "five (5) one off concerts with 'Drake & Future,'" attached hereto as **Exhibit K**; March 7, 2017 Email between Goodspeed and Bryant with an attached investment/partner agreement for "five (5) one off concerts with 'Taylor Swift,'" attached hereto as **Exhibit L**. Goodspeed also sent investment/partner agreements to Bryant for investments with Bryant's father, Bryant Jr. *See, e.g.*, April 5, 2017 Email between Goodspeed and Bryant with attached investment/partner agreements between Bryant, Jr. and Goodspeed for concerts with "Drake & Future" and "Taylor Swift" as well as a "Lil Wayne

Super Bowl Party Event,” attached hereto as **Exhibit M**; April 7, 2017 Email from Bryant to Bryant, Jr. forwarding Bryant, Jr. an investment/partner agreement from Goodspeed, attached hereto as **Exhibit N**.

35. Despite receiving significant funds from the Bryant Defendants (really, BUCF investors), Goodspeed has *never* booked Taylor Swift or Aubrey “Drake” Graham for any concerts, tours, or other events in and at which either might appear or perform. *See* Declaration of Jesse P. Schaudies, Jr., attached hereto as **Exhibit O**; Declaration of Brent Smith, attached hereto as **Exhibit P**. Both the exclusive booking agent for Aubrey “Drake” Graham and the exclusive manager for Taylor Swift confirmed that they have never heard of Goodspeed and that no such investments ever occurred. *See* Declaration of Jesse P. Schaudies, Jr., attached hereto as **Exhibit O**; Declaration of Brent Smith, attached hereto as **Exhibit P**.

36. Moreover, these Transfers to Goodspeed violated Bryant’s express promises to investors about how their money would be used, and Bryant did no diligence on Goodspeed before handing him his investors’ money. Even a rudimentary review of Goodspeed’s background online and in public records would have revealed relevant concerns about his track record and reputation. For example, public records show that Goodspeed:

- in 2011 pled guilty to felony theft in excess of \$100,000 in Dallas County, Texas in *State of Texas v. Carlos D. Goodspeed*, Cause No. F1001270M (194th Judicial District Court, Dallas County, Texas), and received deferred adjudication;
- in 2011 was found liable by default judgment for fraud and breach of contract in connection with a supposed promise to secure concerts by Aubrey “Drake” Graham and “Ciara” Wilson in *Howard Smith, Steven Murphy, d/b/a 80’s Baby Entertainment v. Carlos Goodspeed a/k/a Golden Child, Jason Rudd a/k/a Jason Rudd a/k/a DJ J Rudd*, Cause No. DC-10-11923 (filed Sept. 20, 2013, 134th Judicial District Court, Dallas County, Texas);
- in 2014 was found liable by default judgment for breach of contract in connection with an agreement to secure an event with Shawn “Jay-Z” Carter

in *Michael Aigbedion v. Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment*, Cause No. CC-14-05445-C (filed Oct. 29, 2014, County Court at Law No. 3, Dallas County, Texas); and

- is a named defendant in ongoing litigation alleging Goodspeed committed fraud and other violations in connection with promising to promote events with Tremaine “Trey Songz” Neverson, among others, in *Rachel Morgan and Art B4 Commerce, LLC v. Sean Phillips and Sean Phillips d/b/a Top Agent Entertainment*, Cause No. CC-16-03340 (filed July 6, 2016, County Court at Law No. 3, Dallas County, Texas) and *Evelina Smith v. Carl Phillip, a/k/a Carlos DeSean Goodspeed, a/k/a Sean Phillips, a/k/a Top Agent Entertainment*, Cause No. DC-17- 03198 (filed March 15, 2017, 101st Judicial District Court of Dallas County, Texas).

37. Goodspeed provided no services or consideration whatsoever in exchange for the more than \$1.3 million in Transfers from investor funds, and has no legitimate claim to these monies.

38. Goodspeed’s purported “services” do not constitute reasonably equivalent value for the monies he received from BUCF because his efforts provided no value whatsoever and did not increase the net worth of BUCF.

39. When the Transfers were made to Goodspeed and Bryant, Jr., the assets of BUCF were insufficient to fully reimburse all of the Defrauded Investors for the money each invested in the scheme. BUCF, through Bryant, knew or should have known at the time of the Transfers that by making the Transfers, BUCF would be unable to fully reimburse the Defrauded Investors for their principal.

40. The Bryant Defendants made the Transfers from the proceeds of and in furtherance of the BUCF Ponzi scheme. The Bryant Defendants made such Transfers in an attempt to prevent the Ponzi scheme from being discovered as evidenced by Bryant’s representations regarding Bryant, Jr.’s success in the investment and Bryant’s decision to invest with Goodspeed in a last-ditch attempt to generate some money to pay returns. Thus, the Bryant

Defendants made the Transfers with actual intent to defraud the Defrauded Investors in the Ponzi scheme.

41. Both Bryant, Jr.'s and Goodspeed's knowledge of the Bryant Defendants' fraud is immaterial to the claims herein, as each of these Ancillary Defendants received funds from what was ultimately a fraudulent investment product.

42. Neither Goodspeed nor Bryant, Jr. exchanged reasonably equivalent value for the monies they received from the Bryant Defendants.

43. Despite attempts by the SEC and the Receiver to collect Receivership Assets, there are currently insufficient funds to fully reimburse the Defrauded Investors.

V. CLAIMS

COUNT 1: Actual Fraudulent Transfer – TEX. BUS. & COMM. CODE § 24.005(a)(1)

44. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

45. A Ponzi scheme is, by its nature, a fraudulent enterprise. *See generally Warfield v. Byron*, 436 F.3d 551, 560 (5th Cir. 2006); *In re International Management Associates, LLC*, No. 09-MP-601, 2009 WL 6506657 (Bankr. N.D. Ga. Dec. 1, 2009). Transfers made in furtherance of such an enterprise are presumptively fraudulent. *See S.E.C. v. Res. Dev. Int'l, LLC*, 487 F.3d 295, 301 (5th Cir. 2007); *In re Christou*, No. 08-6405, 2009 WL 6498175, *1 (Bankr. N.D. Ga. Sept. 29, 2009).

46. The Bryant Defendants transferred \$1.37 million to Goodspeed during the period January 2017 to March 2017 and transferred approximately \$498,000 to Bryant, Jr. during the period January 2011 to April 2017. *See* Transfers Between Thurman "Trey" Bryant III and Thurman "Sonny" Bryant Jr., attached hereto as **Exhibit A**; Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed, attached hereto as **Exhibit B**. This money came from other investors, not from any legitimate source. These Transfers were fraudulent as to BUCF's

creditors, including the Defrauded Investors, pursuant to the Texas Uniform Fraudulent Transfer Act, TEX. BUS. & COMM. CODE § 24.001 *et seq.*

47. The claims of BUCF's creditors, including the Defrauded Investors in the Ponzi scheme, arose before or within a reasonable time after the Transfers. The Receiver brings this action within one year after the Transfers were or reasonably could have been discovered.

48. BUCF made the Transfers with actual intent to hinder, delay, or defraud its creditors, including the Defrauded Investors.²

49. Goodspeed and Bryant, Jr. provided no reasonably equivalent value in exchange for the Transfers and thus they are not entitled to retain the funds.

50. Moreover, BUCF was insolvent or became insolvent shortly after the Transfers to Goodspeed and Bryant, Jr. were made.

51. Therefore, the Transfers should be avoided pursuant to TEX. BUS. & COMM. CODE § 24.005(a)(1).

COUNT 2: Constructive Fraudulent Transfer – TEX. BUS. & COMM. CODE § 24.005(a)(2)

52. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

53. The Bryant Defendants' net transfers to Goodspeed totaled \$1.37 million during 2017 and approximately \$285,500.00 to Bryant, Jr. during the period May 2013 to April 2017.

54. Goodspeed and Bryant, Jr. provided no reasonably equivalent value in exchange for the Transfers and thus they are not entitled to retain the funds.

55. Without receiving reasonably equivalent value in exchange for the Transfers to Goodspeed and Bryant, Jr., BUCF engaged in a transaction for which the remaining assets of BUCF were unreasonably small in relation to its business.

² BUCF engaged in all relevant actions herein through Bryant.

56. Without receiving reasonably equivalent value in exchange for the Transfers, BUCF intended to incur, or believed, or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due, including the claims of the Defrauded Investors.

57. Moreover, BUCF was insolvent from its inception or became insolvent shortly after the Transfers to Goodspeed and Bryant, Jr. were made.

58. Therefore, the Transfers to Goodspeed and Bryant, Jr. as described herein should be avoided pursuant to TEX. BUS. & COMM. CODE § 24.005(a)(2).

COUNT 3: Unjust Enrichment and Constructive Trust

59. The Receiver incorporates the preceding paragraphs as if set forth fully herein.

60. Goodspeed and Bryant, Jr. were unjustly enriched by the Transfers they received, based on principles of justice, equity, and good conscience. The Transfers caused Goodspeed and Bryant, Jr. to receive money that belonged to Defrauded Investors for no reasonably equivalent exchange. Because of the nature of the Ponzi scheme and the fact that BUCF's assets are insufficient to fully repay all of its creditors, the Defrauded Investors will only receive a fraction of the amount of their investments back from BUCF. It would be fundamentally unfair to allow Goodspeed and Bryant, Jr. to retain funds truly belonging to the Defrauded Investors while the Defrauded Investors stand to recover little to none of their original investments.

61. Moreover, the Ponzi scheme involved actual fraud and was the source of the Transfers made to Goodspeed and Bryant, Jr. The Transfers also involved actual fraud on the part of the Bryant Defendants. As third-party beneficiaries who, combined, received more than \$1.8 million through the Bryant Defendants' fraud, Goodspeed and Bryant, Jr. were unjustly enriched and are not entitled to retain that money.

62. The Transfers are directly traceable to funds of the Defrauded Investors in the Ponzi scheme. As such, they constitute Receivership Assets and are impressed with a constructive trust and should be disgorged and paid to the Receiver for ultimate distribution equitably among all Defrauded Investors.

63. The Receiver has a superior equitable interest to recover the investor funds used to pay the Transfers to Goodspeed and Bryant, Jr. Once the funds are recovered, it is anticipated that they will be distributed on a pro rata basis to the Defrauded Investors who lost money and to appropriate BUCF creditors. The Receiver alone is in a position to redistribute the limited funds available to the Receivership Estate, including those the Receiver should be awarded based on the Transfers.

64. Pursuant to the principles of equity, the Receiver seeks the imposition of a constructive trust on the profits received by Goodspeed and Bryant, Jr. as described herein, and the immediate turnover of such funds to the Receiver. Specifically, the Receiver seeks the imposition of a constructive trust on vehicles purchased by Goodspeed with funds from the Transfers, including but not limited to a Lamborghini, Bentley, and Escalade, as well as any properties purchased by Goodspeed, including but not limited to the property located 1300 Cottonwood Valley Circle South, Irving, Texas 75038. Further, the Receiver specifically seeks the imposition of a constructive trust on the property owned by Bryant Jr., including but not limited to 2 Dogwood Lane, Hilltop Lakes, Texas 77871.

65. To the extent that Goodspeed and Bryant, Jr. are unable to return the funds received, the Receiver seeks a money judgment against each of them in an amount equal to the payments they received from the Bryant Defendants.

VI. ATTORNEYS' FEES

66. The Receiver is entitled to recover reasonable and necessary attorneys' fees and costs for the claims against Defendants pursuant to TEX. BUS. & COMM. CODE § 24.013.

VII. RELIEF REQUESTED

THEREFORE, the Receiver requests that Goodspeed and Bryant, Jr. be ordered to return the funds they received from the Bryant Defendants to the Receivership Estate, and that judgment be entered against Goodspeed and Bryant, Jr. and in favor of the Receiver for the total amount transferred to each Ancillary Defendant. In the case that the funds were spent to acquire any real or personal property, the Receiver requests that a constructive trust be imposed upon the property, and an order that it must immediately be turned over to the Receiver. Further, the Receiver requests recovery of attorneys' fees and costs, and that she be granted any other relief, both special and general, to which she may be justly entitled.

DATED: December 14, 2017.

Respectfully submitted,

By: /s/ Timothy E. Hudson

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COUNSEL TO RECEIVER

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jennifer Ecklund, Receiver

(b) County of Residence of First Listed Plaintiff Dallas County

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Thompson & Knight LLP

One Arts Plaza, 1722 Routh Street, Suite 1500, Dallas, Texas 75201

(214) 969-1700

DEFENDANTS

Thurman P. Bryant, Jr. & Carlos Goodspeed aka Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment

County of Residence of First Listed Defendant Midland County

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

TEX. BUS. & COMM. CODE § 24.005

Brief description of cause:

Suit against Defendants for fraudulent transfers and unjust enrichment and constructive trust; ancillary to VIII.

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$1.8 Million

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE District Judge Amos L. Mazzant, IIIDOCKET NUMBER Case 04:17-CV-00336-ALM

DATE

12/14/2017

SIGNATURE OF ATTORNEY OF RECORD

/s/ Timothy E. Hudson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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

SECURITIES AND EXCHANGE
COMMISSION

Plaintiff,

v.

THURMAN P. BRYANT, III and
BRYANT UNITED CAPITAL FUNDING, INC.

Defendants,

And

ARTHUR F. WAMMEL,
WAMMEL GROUP, LLC,
THURMAN P. BRYANT, JR.,
CARLOS GOODSPEED a/k/a SEAN PHILLIPS
d/b/a TOP AGENT ENTERTAINMENT d/b/a/
MR. TOP AGENT ENTERTAINMENT

Relief Defendants.

JENNIFER ECKLUND, RECEIVER,

Plaintiff,

v.

THURMAN P., BRYANT, JR., and
CARLOS GOODSPEED a/k/a SEAN PHILLIPS
d/b/a TOP AGENT ENTERTAINMENT d/b/a
MR. TOP AGENT ENTERTAINMENT

Case 04:17-CV-00336-ALM

Ancillary Civil Action No. ____

**APPENDIX TO
RECEIVER'S COMPLAINT AGAINST THURMAN P. BRYANT, JR. AND
CARLOS GOODSPEED A/K/A SEAN PHILLIPS D/B/A TOP AGENT
ENTERTAINMENT D/B/A MR. TOP AGENT ENTERTAINMENT**

EXHIBIT	DESCRIPTION	CITATION
A	Transfers Between Thurman "Trey" Bryant III and Thurman "Sonny" Bryant Jr.	APP. 003-005

EXHIBIT	DESCRIPTION	CITATION
B	Transfers Between Thurman “Trey” Bryant III and Carlos Goodspeed	APP. 006-007
C	August 25, 2010 Email between Bryant and Bryant, Jr.	APP. 008-013
D	September 27, 2011 Email between Bryant, Jr. and Bryant	APP. 014-015
E	October 25, 2011 Email correspondence between Bryant and Bryant, Jr.	APP. 016-018
F	October 24, 2013 Email correspondence between Bryant, Jr. and a potential investor (with Bryant CC’d)	APP. 019-020
G	September 27, 2011 Email between Bryant, Jr. and Bryant	APP. 021-022
H	October 20, 2008 Email between Bryant and Bryant, Jr.	APP. 023-024
I	January 17, 2017 Email between Goodspeed and Bryant	APP. 025-028
J	January 22, 2017 Email between Goodspeed and Bryant	APP. 029-032
K	February 6, 2017 Email between Goodspeed and Bryant	APP. 033-040
L	March 7, 2017 Email between Goodspeed and Bryant	APP. 041-047
M	April 5, 2017 Email between Goodspeed and Bryant	APP. 048-061
N	April 7, 2017 Email from Bryant to Bryant, Jr.	APP. 062-068
O	Declaration of Jesse P. Schaudies, Jr.	APP. 069-070
P	Declaration of Brent Smith	APP. 071-072

EXHIBIT A

SEC v. Bryant III and BUCF***Transfers Between Thurman "Trey" Bryant III and Thurman "Sonny" Bryant Jr.***

Transferring Person/Entity	Transferee	Amount Transferred	Date of Transfer
Sonny Bryant Jr.	Trey Bryant III	\$200,000	4/6/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	6/3/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	7/1/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	8/2/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	8/31/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	10/3/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	11/3/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	12/3/2011
Trey Bryant III	Sonny Bryant Jr.	\$7,000	1/3/2012
Sonny Bryant Jr.	Trey Bryant III	\$160,000	1/24/2012
Trey Bryant III	Sonny Bryant Jr.	\$7,000	2/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$7,000	3/2/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	3/30/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	5/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	6/1/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	7/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	8/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	8/31/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	10/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	11/2/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	12/3/2012
Trey Bryant III	Sonny Bryant Jr.	\$11,000	1/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	2/1/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	3/1/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	4/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	5/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	6/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	7/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	8/2/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	9/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	10/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	11/1/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	12/3/2013
Trey Bryant III	Sonny Bryant Jr.	\$11,000	1/3/2014
Sonny Bryant Jr.	Trey Bryant III	\$140,000	1/9/2014
Trey Bryant III	Sonny Bryant Jr.	\$11,000	2/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	3/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	4/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	5/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	6/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	7/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	8/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	9/3/2014

SEC v. Bryant III and BUCF***Transfers Between Thurman "Trey" Bryant III and Thurman "Sonny" Bryant Jr.***

Transferring Person/Entity	Transferee	Amount Transferred	Date of Transfer
Trey Bryant III	Sonny Bryant Jr.	\$15,500	10/3/2014
Sonny Bryant Jr.	Trey Bryant III	\$50,000	10/15/2014
Trey Bryant III	Sonny Bryant Jr.	\$15,500	11/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$16,750	12/3/2014
Trey Bryant III	Sonny Bryant Jr.	\$16,750	1/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	2/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	3/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	4/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	5/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	6/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	7/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	8/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	9/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	10/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	11/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	12/3/2015
Trey Bryant III	Sonny Bryant Jr.	\$16,750	1/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	2/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	3/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	4/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	5/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	6/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	7/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	8/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	9/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	10/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	11/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	12/3/2016
Trey Bryant III	Sonny Bryant Jr.	\$16,750	1/3/2017
Trey Bryant III	Sonny Bryant Jr.	\$16,750	2/3/2017
Trey Bryant III	Sonny Bryant Jr.	\$13,750	3/3/2017
Trey Bryant III	Sonny Bryant Jr.	\$20,000	4/4/2017
Trey Bryant III	Sonny Bryant Jr.	\$100,000	4/4/2017
Trey Bryant III	Sonny Bryant Jr.	\$498,500	Net Total

EXHIBIT B

SEC v. Bryant III and BUCF***Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed***

Transferring Person/Entity	Transferee	Amount Transferred	Date of Transfer
Thurman "Trey" Bryant III	Carlos Goodspeed	\$100,000	1/17/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$50,000	1/23/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$620,000	2/8/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$200,000	3/9/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$400,000	3/13/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$1,370,000	Total

EXHIBIT C

From: "Trey Bryant, CEO" <tbryant@bryantlending.com>
To: "Bryant, Sonny" <sonny.bryant@fns.usda.gov>, Dragnfly <sonny_103@hotmail.com>
Date: Wed, 25 Aug 2010 21:08:50 -0500
Subject: FW: WG LLC
Attachments: BryantUnitedHoldings.xlsx (26.56 kB)

[Let me know if you have any questions....](#)

From: Art Wammel [mailto:artwammel@gmail.com]
Sent: Tuesday, August 24, 2010 10:12 AM
To: tbryant@bryantlending.com
Subject: WG LLC

BRYANT UNITED HOLDING, INC
ACTIVITY STATEMENT
5/17/2010 TO 6/20/2010

Initial Investment

Bryant United Holdings Investment	\$	200,000.00	100%
Wammel Group LLC Investment	\$	-	0%
	\$	200,000.00	

Gross Monthly Income

Bryant Untied Holding Inc	\$	10,200.00
Wammel Group LLC	\$	10,200.00
Account Total	\$	20,400.00

Ending Account Value	\$	220,400.00
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Bryant United Holdings Inc Withdrawals

Bryant Untied Holding Inc	\$	8,500.00
Withdrawal Total	\$	8,500.00

Wammel Group LLC Withdrawals

Wammel Group LLC	\$	-
Withdrawal Total	\$	-

Reinvestment

Bryant Untied Holding Inc	\$	1,700.00
Wammel Group LLC	\$	10,200.00
Reinvestment Total	\$	11,900.00

New Total Investment

Bryant United Holdings Inc	\$	201,700.00	95.19%
Wammel Group LLC	\$	10,200.00	4.81%
Total New investment	\$	211,900.00	

Ownership

Bryant United Holdings Inc	\$	201,700.00	95%
Wammel Group LLC	\$	10,200.00	5%
	\$	211,900.00	

Account Activity

Bryant Check Number 11149	\$7,000.00
Bryant Check Number 11150	\$1,500.00

BRYANT UNITED HOLDING, INC
ACTIVITY STATEMENT
6/21/2010 TO 7/18/2010

Initial Investment

Bryant United Holdings Investment	\$	201,700.00	95%
Wammel Group LLC Investment	\$	10,200.00	5%
	\$	211,900.00	

Gross Monthly Income

Bryant Untied Holding Inc	\$	12,771.00
Wammel Group LLC	\$	12,771.00
Account Total	\$	25,542.00

Ending Account Value	\$	237,442.00
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Bryant United Holdings Inc Withdrawals

Bryant Untied Holding Inc	\$	2,000.00
Withdrawal Total	\$	2,000.00

Wammel Group LLC Withdrawals

Wammel Group LLC	\$	-
Withdrawal Total	\$	-

Reinvestment

Bryant Untied Holding Inc	\$	10,771.00
Wammel Group LLC	\$	12,771.00
Reinvestment Total	\$	23,542.00

New Total Investment

Bryant United Holdings Inc	\$	212,471.00	90.24%
Wammel Group LLC	\$	22,971.00	9.76%
Total New investment	\$	235,442.00	

Ownership

Bryant United Holdings Inc	\$	212,471.00	90%
Wammel Group LLC	\$	22,971.00	10%
	\$	235,442.00	

Account Activity

Bryant Check Number 11156	\$2,000.00
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BRYANT UNITED HOLDING, INC
ACTIVITY STATEMENT
7/19/2010 TO 8/21/2010

Initial Investment

Bryant United Holdings Investment	\$	212,471.00	90%
Wammel Group LLC Investment	\$	22,971.00	10%
	\$	235,442.00	

Gross Monthly Income

Bryant Untied Holding Inc	\$	11,405.00
Wammel Group LLC	\$	11,405.00
Account Total	\$	22,810.00

Ending Account Value	\$	258,252.00
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Bryant United Holdings Inc Withdrawals

Bryant Untied Holding Inc	\$	15,000.00
Withdrawal Total	\$	15,000.00

Wammel Group LLC Withdrawals

Wammel Group LLC	\$	5,000.00
Withdrawal Total	\$	5,000.00

Reinvestment

Bryant Untied Holding Inc	\$	(3,595.00)
Wammel Group LLC	\$	6,405.00
Reinvestment Total	\$	2,810.00

New Total Investment

Bryant United Holdings Inc	\$	208,876.00	87.67%
Wammel Group LLC	\$	29,376.00	12.33%
Total New investment	\$	238,252.00	

Ownership

Bryant United Holdings Inc	\$	208,876.00	88%
Wammel Group LLC	\$	29,376.00	12%
	\$	238,252.00	

Account Activity

Bryant Check Number 11158	\$10,000.00
Bryant Check Number(WGLLC) 11157	\$10,000.00

BRYANT UNITED HOLDING, INC
ACTIVITY STATEMENT
7/19/2010 TO 8/21/2010

Initial Investment

Bryant United Holdings Investment	\$	208,876.00	88%
Wammel Group LLC Investment	\$	29,376.00	12%
	\$	238,252.00	

Gross Monthly Income

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	-
Account Total	\$	-

Ending Account Value	\$	238,252.00
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Bryant United Holdings Inc Withdrawals

Bryant Untied Holding Inc	\$	-
Withdrawal Total	\$	-

Wammel Group LLC Withdrawals

Wammel Group LLC	\$	-
Withdrawal Total	\$	-

Reinvestment

Bryant Untied Holding Inc	\$	-
Wammel Group LLC	\$	-
Reinvestment Total	\$	-

New Total Investment

Bryant United Holdings Inc	\$	208,876.00	87.67%
Wammel Group LLC	\$	29,376.00	12.33%
Total New investment	\$	238,252.00	

Ownership

Bryant United Holdings Inc	\$	208,876.00	88%
Wammel Group LLC	\$	29,376.00	12%
	\$	238,252.00	

Account Activity

EXHIBIT D

From: "Bryant, Sonny - FNS" <sonny.bryant@fns.usda.gov>
To: tbryant@bryantunited.com
Date: Tue, 27 Sep 2011 16:30:55 -0500
Subject: FW: Investment opportunity

Looks like I need to work on her regarding tapping her retirement.....

Sonny Bryant

Deputy Regional Administrator
Mountain Plains Region
303-844-0300

From: Barnes, Darlene - FNS
Sent: Tuesday, September 27, 2011 3:29 PM
To: Bryant, Sonny - FNS
Subject: RE: Investment opportunity
Sensitivity: Personal

Thank you, I was actually going to ask you about it earlier today as I haven't forgot our conversation. I don't have \$50K at this point...I only have \$5K at this point unless I go into my retirement—I might have had too much wine because I thought I might be able to get in with that amount. Should I still call him?

Gotta run...see ya tomorrow

From: Bryant, Sonny - FNS
Sent: Tuesday, September 27, 2011 3:01 PM
To: Barnes, Darlene - FNS
Subject: Investment opportunity
Sensitivity: Personal

Hi... just following up from our conversation where I explained the escrow account opportunity through one of my Son's companies, Bryant United Capital Funding, Inc. Although the company has a high minimum requirement, he has allowed family and friends to participate at lower amounts down to \$50K. I mentioned to him that I shared my experience with you and ask if you could participate and he said yes.

He wanted me to share his private number with you and let you know to call anytime and he would explain everything and answer any questions you might have.... His number is **281 299-5311**. Although he is Thurman Bryant III.... He answers to Trey ☺.

As I shared earlier, this opportunity has secured Judy and my financial future into retirement.

Sonny

EXHIBIT E

From: "Bryant, Sonny - FNS" <sonny.bryant@fns.usda.gov>
To: "<tbryant@bryantunited.com>" <tbryant@bryantunited.com>
Date: Tue, 25 Oct 2011 13:07:43 -0500
Subject: Re: Questions about partnership

Okay.... No problem

On Oct 24, 2011, at 7:44 PM, "T.P Bryant, CEO" <tbryant@bryantunited.com> wrote:

Dad;

A person by the name of Joe Solis might be calling you in regards to some questions about your experience and motivations that lead to your moving your TSP to our escrow account. He is a relative of a very close friend of mine and a potential investor in the group. I would greatly appreciate you answering any questions he may have in regards to you, your decision process and what you have experience since moving your retirement account with our company.:-) I have already forwarded your cell phone and office number to him this evening. I hope you don't mind..:-) For your record his number is 360-779-5159... and his email address is joes@sky-pix.com

Thanks- Trey

From: Joe Solis [mailto:joes@sky-pix.com]
Sent: Monday, October 24, 2011 6:59 PM
To: tbryant@bryantunited.com
Subject: Re: Questions about partnership

Trey:

Thank you so much for your prompt response.

Dana and I are still interested in pursuing this opportunity, however, she has been under the weather with an unforgiving cold that has really drained her energy. She is still asking lots of questions and is very interested in learning more about your offer, but finds it challenging to process the complexity of the nature of the business along with all her daily responsibilities. As well, I find myself challenged with explanations to her questions.

As such, attached are a few more questions we will appreciate responses to. I was hoping to be more organized in my presentation, but as I went along, I found it better to just write out my question to get a response. I look forward to hearing back from you, and moving forward with an exciting future working together.

Thanks,
Joe

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

From: [T.P Bryant, CEO](#)
To: ['Joe Solis'](#)
Sent: Monday, October 10, 2011 6:35 PM
Subject: RE: Questions about partnership

Good evening Joe;

Attached is the answers to your questions (in red)... Please let me know if there is anything I might have missed.

Thanks,

Trey Bryant, III

President & CEO | **BRYANT UNITED CAPITAL FUNDING, INC**

Direct 281.299.5311 | Office 866.580.3525 | Fax 281.860.7651 | tbryant@bryantUNITED.com

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

From: Joe Solis [mailto:joes@sky-pix.com]

Sent: Monday, October 10, 2011 7:34 PM

To: tbryant@bryantunited.com

Subject: Questions about partnership

Trey:

As per our last conversation, which was sometime in September, I've attached a reveiw of what we discussed and some questions that wil help to clarify to big picture.

Dana and I are excited to learn more about your opportunity. We continue to discuss your proposition and look forward to your responses to our questions.

Thanks,
Joe Solis

EXHIBIT F

From: Sonny B <sonny_103@hotmail.com>
To: Connie Silvey <silvey.cs@gmail.com>
Cc: Trey T.P Bryant <tbryant@bryantlending.com>
Date: Thu, 24 Oct 2013 17:15:15 -0500
Subject: Re: questions

You could never be a burden to me... :-)

Trey will prepare and provide you with a contract before you move your money to him. I will explain more when we see each other. I am copying him on this message so he sees things moving forward and you are moving your money to a liquid account to withdraw on 1 Jan.

Love you... Sonny

> On Oct 24, 2013, at 1:28 PM, "Connie Silvey" <silvey.cs@gmail.com> wrote:

>

> Hi Sonny,

>

> Do I need to contact Trey to work out a contract or what do I do regarding all the particulars and legalities in this transaction?

>

> I contacted Morgan Stanley today and will sell all my Mutual Funds tomorrow, the market is closed for today. I got answers to questions regarding taxes and penalties.

>

> I can discuss this further when I see you tomorrow. Sorry to be such a burden.

>

> Love you,

> Connie

EXHIBIT G

From: "Bryant, Sonny - FNS" <sonny.bryant@fns.usda.gov>
To: tbryant@bryantunited.com
Date: Tue, 27 Sep 2011 16:05:30 -0500
Subject: FW: Investment opportunity

Trey.... I just forwarded this message to my boss, Darlene Barnes. I hope she calls you. She thinks we have been invested for a few years....gave her a sense of stability in what I was telling her.

Tell her that I say a lot of good things to you about her. She is easy to talk to and comes from a blue collar family in Virginia. She is currently living in a 600K house. She makes around \$160K per year. She is single.

Sonny Bryant

Deputy Regional Administrator
Mountain Plains Region
303-844-0300

From: Bryant, Sonny - FNS
Sent: Tuesday, September 27, 2011 3:01 PM
To: Barnes, Darlene - FNS
Subject: Investment opportunity
Sensitivity: Personal

Hi... just following up from our conversation where I explained the escrow account opportunity through one of my Son's companies, Bryant United Capital Funding, Inc. Although the company has a high minimum requirement, he has allowed family and friends to participate at lower amounts down to \$50K. I mentioned to him that I shared my experience with you and ask if you could participate and he said yes.

He wanted me to share his private number with you and let you know to call anytime and he would explain everything and answer any questions you might have.... His number is **281 299-5311**. Although he is Thurman Bryant III.... He answers to Trey ☺.

As I shared earlier, this opportunity has secured Judy and my financial future into retirement.

Sonny

EXHIBIT H

From: Trey Bryant <tbryant@bryantlending.com>
To: "Bryant, Sonny" <sonny.bryant@fns.usda.gov>
Date: Mon, 20 Oct 2008 13:05:15 -0500
Subject: RE: Pictures of the car

I love it... I need you on payroll. I might have a way for you to make money on these purchases as well. It can earn you a part time salary of at least 10k month not tax. This sounds like an info-commercial. Lol :-)
nevertheless, I will talk with you later about it...

Thanks,

Trey Bryant, III
President/Chairman

/ 281.902.1000 Office
☐ 281.902.1010 Fax
2 tbryant@bryantlending.com
☐ www.bryantlending.com

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

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

From: Bryant, Sonny [mailto:Sonny.Bryant@fns.usda.gov]
Sent: Monday, October 20, 2008 10:00 AM
To: tbryant@bryantlending.com
Subject: Pictures of the car

<<DSC_0342.JPG>> <<DSC_0343.JPG>> <<DSC_0344.JPG>>
<<DSC_0345.JPG>> <<DSC_0346.JPG>> <<DSC_0347.JPG>>
<<DSC_0348.JPG>> <<DSC_0349.JPG>> I took some pics of the car just in
case you needed for your records....

EXHIBIT I

From: G C <mrtopagent@yahoo.com>
To: tbryant@bryantunited.com
Cc: jmackey138@gmail.com
Date: Tue, 17 Jan 2017 13:09:56 -0600
Subject: 100k Investment Agreement
Attachments: Bryant United Agreement.pdf (90.14 kB)

Please Print, Sign, Scan, and Email back

GOD BLESS OUR BUSINESS ALWAYS....

TOP AGENT ENTERTAINMENT
3990 VITRUVIAN WAY ADDISON, TX 75001
PHONE: 682-561-8900
CELL: 214-732-1431
EMAIL: mrtopagent@yahoo.com

Investment/Partner Agreement

This agreement is made between **Sean Phillips of Top Agent Entertainment** ("Agent/Partner") and **Trey Bryant of Bryant United** ("Partner") on **January 16th, 2017** as follows:

PURPOSE: Agent/Partner engages **Bryant United** to provide and perform certain financing and services described and defined as follows: **Bryant United** shall immediately remit to Agent/Partner initial financing in the amount of \$100,000.00 for Agent/Partner's **Lil Wayne Super Bowl Party Event in Houston Tx on February 4th, 2017.**

TERM AND FEES:

HOUSTON TX AT AYVA CENTER ON FEBRUARY 4TH, 2017
ARTIST: LIL WAYNE & FRIENDS
INVESTMENT: \$100,000.00 USD

FOR INVESTMENT **Bryant United** SHALL RECEIVE A FULL 100% RETURN OF THE \$100,000.00 INVESTMENT PLUS A PROFIT AMOUNT OF \$60,000.00 THAT WILL TOTAL A FULL AMOUNT OF \$160,000.00. THE MONEY WILL BE PAID TO **Bryant United** ON FEBRUARY 6TH, 2017.

NOTE: NO MATTER THE OUTCOME OF THE LIL WAYNE SUPER BOWL PARTY EVENT FOR THIS INVESTMENT BY **Bryant United** THE \$100,000.00 WILL BE FULLY REFUNDED TO **Bryant United** **NO LATER THAN 48 hours if the party is canceled or postponed.**

~~**LIQUIDATED DAMAGES:** In the event that Agent/Partner fails to remit all payout by February 6th, 2017 Agent/Partner shall owe to **Bryant United** a liquidated damages amount equal to \$50.00 for each day that Agent/Partner fails to remit payout.~~

PAYMENT INSTRUCTIONS TO AGENT/PARTNER: \$100,000.00 shall be paid to and in the name of the Agent/Partner **TOP AGENT ENTERTAINMENT** and should be paid by Wednesday January 18th, 2017 via Bank Wire to:

COMERICA BANK
NAME ON ACCT: TOP AGENT ENTERTAINMENT
ACCT#1881906232
ROUT# 111000753
AMOUNT: \$100,000.00
DUE DATE: 1-18-17

PAYMENT INSTRUCTIONS TO Bryant United: \$160,000.00 will be paid to and in the name of **Bryant United** and will be paid on February 6th, 2017 via Bank Wire to:

(Bryant United or TBA)

MISCELLANEOUS: This Agreement represents the entire Agreement between Top Agent Entertainment and Bryant United and supersedes, nullifies and amends all prior agreements or other correspondence between the parties with respect to the Picture. Any amendments to this Agreement must be in writing and executed by the parties hereto. Headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. The parties acknowledge that certain provisions of this Agreement may be modified by provisions of written agreements between Top Agent Entertainment and Bryant United if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions will be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. The representations and warranties contained herein and in any documents delivered pursuant to this Agreement will survive the date of execution of this Agreement and will continue until the full and final payment and performance of all obligations under this Agreement. This Agreement is binding on all successors of the parties. This agreement is governed by Texas law. The Forum will be Dallas County, Texas, and the state or federal courts located in Dallas County, Texas. In any proceeding brought to enforce this Agreement or by reason of any claimed default in the performance hereof by any party, the prevailing party in such suit shall be awarded reasonable outside attorneys' fees, costs and expenses in the defense or prosecution thereof as part of the judgment terminating such proceeding. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. The signatures below confirm that both parties have read and approved each provision set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above.

AGENT/PARTNER

Top Agent Entertainment Rep.

Date

PARTNER

Bryant United (Investor)

Date

EXHIBIT J

From: G C <mrtopagent@yahoo.com>
To: tbryant@bryantunited.com
Date: Sun, 22 Jan 2017 20:02:56 -0600
Subject: Fw: 150k Agreement
Attachments: New Agreement Bryant United 150k.pdf (92.23 kB)

GOD BLESS OUR BUSINESS ALWAYS...

TOP AGENT ENTERTAINMENT
3990 VITRUVIAN WAY ADDISON, TX 75001
PHONE: 682-561-8900
CELL: 214-732-1431
EMAIL: mrtopagent@yahoo.com

Investment/Partner Agreement

This agreement is made between **Sean Phillips of Top Agent Entertainment** ("Agent/Partner") and **Trey Bryant of Bryant United** ("Partner") on **January 22nd, 2017** as follows:

PURPOSE: Agent/Partner engages **Bryant United** to provide and perform certain financing and services described and defined as follows: **Bryant United** shall immediately remit to Agent/Partner initial financing in the amount of \$150,000.00 for Agent/Partner's **Lil Wayne Super Bowl Party Event in Houston Tx on February 4th, 2017.**

TERM AND FEES:

HOUSTON TX AT AYVA CENTER ON FEBRUARY 4TH, 2017
ARTIST: LIL WAYNE & FRIENDS
INVESTMENT: \$150,000.00 USD

FOR INVESTMENT **Bryant United** SHALL RECEIVE A FULL 100% RETURN OF THE \$150,000.00 INVESTMENT PLUS A PROFIT AMOUNT OF \$80,000.00 THAT WILL TOTAL A FULL AMOUNT OF \$230,000.00. THE MONEY WILL BE PAID TO **Bryant United** ON FEBRUARY 6TH, 2017.

NOTE: NO MATTTTER THE OUTCOME OF THE LIL WAYNE SUPER BOWL PARTY EVENT FOR THIS INVESTMENT BY **Bryant United** THE \$150,000.00 WILL BE FULLY REFUNDED TO **Bryant United** **NO LATER THAN 48 hours if the party is canceled or postponed.**

~~**LIQUIDATED DAMAGES:** In the event that Agent/Partner fails to remit all payout by February 6th, 2017 Agent/Partner shall owe to **Bryant United** a liquidated damages amount equal to \$50.00 for each day that Agent/Partner fails to remit payout.~~

PAYMENT INSTRUCTIONS TO AGENT/PARTNER: \$150,000.00 shall be paid to and in the name of the Agent/Partner **TOP AGENT ENTERTAINMENT** and should be paid by Monday January 23rd, 2017 via Bank Wire to:

COMERICA BANK
NAME ON ACCT: TOP AGENT ENTERTAINMENT
ACCT#1881906232
ROUT# 111000753
AMOUNT: \$150,000.00 (\$100,000.00 Already Paid)
DUE DATE: 1-23-17

PAYMENT INSTRUCTIONS TO Bryant United: \$230,000.00 will be paid to and in the name of **Bryant United** and will be paid on February 6th, 2017 via Bank Wire to:

(Bryant United or TBA)

MISCELLANEOUS: This Agreement represents the entire Agreement between Top Agent Entertainment and Bryant United and supersedes, nullifies and amends all prior agreements or other correspondence between the parties with respect to the Picture. Any amendments to this Agreement must be in writing and executed by the parties hereto. Headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. The parties acknowledge that certain provisions of this Agreement may be modified by provisions of written agreements between Top Agent Entertainment and Bryant United if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions will be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. The representations and warranties contained herein and in any documents delivered pursuant to this Agreement will survive the date of execution of this Agreement and will continue until the full and final payment and performance of all obligations under this Agreement. This Agreement is binding on all successors of the parties. This agreement is governed by Texas law. The Forum will be Dallas County, Texas, and the state or federal courts located in Dallas County, Texas. In any proceeding brought to enforce this Agreement or by reason of any claimed default in the performance hereof by any party, the prevailing party in such suit shall be awarded reasonable outside attorneys' fees, costs and expenses in the defense or prosecution thereof as part of the judgment terminating such proceeding. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. The signatures below confirm that both parties have read and approved each provision set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above.

AGENT/PARTNER

Top Agent Entertainment Rep.

Date

PARTNER

Bryant United (Investor)

Date

EXHIBIT K

From: G C <mrtopagent@yahoo.com>
To: CEO Trey Bryant <tbryant@bryantunited.com>
Date: Mon, 06 Feb 2017 16:15:52 -0600
Subject: Trey 850k Deal

God Bless Our Business Always.... 

TOP AGENT ENTERTAINMENT

INVESTOR AGREEMENT AGRMT #0357-28-0511-242-16

This AGREEMENT, entered into and fully executed this 6th day February, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Bryant United** (hereinafter referred to as "Investor").

WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Drake & Future**" for the following concert series to take place in March no later than June of 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$850,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$850,000.00 USD to Promoter and the payment shall be due on or before **Thursday, February 9, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Drake & Future Shows".

TOP AGENT ENTERTAINMENT

**Comerica Bank
4100 Spring Valley Road
Dallas, TX 75244**

**Account Owner: Top Agent Entertainment
3990 Virtruvian Way, Addison, TX 75001**

**Routing # 1881906232
Account # 111000753**

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
 - a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
 - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
 - a. Investor shall recoup the total investment of \$850,000.00 USD (Before July 1st 2017) from the ticket account ticket sales and;
 - b. Investor shall recoup thirty percent (30%) of the net profit, less expenses derived from the event ticket sales and any additional revenue streams of all five (5) concerts within approximately five (5) business days following the final concert date (Before July 1st 2017).
 - c. Investor shall receive five percent (5%) of the merchandising sales proceeds from each event (Before July 1st 2017).
 - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an “Event of Force Majeure” is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of “Force Majeure” or full cancellation of the concerts for any reason, the initial investment of \$850,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the “secrecy undertaking”).
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor’s customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor’s business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

TOP AGENT ENTERTAINMENT

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$850,000.00 USD investment funds as stated in paragraph 5 section a.
12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

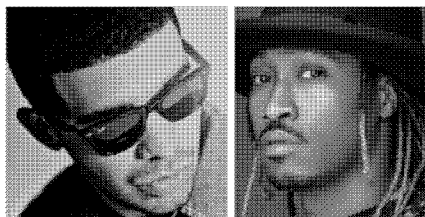
14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.
15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.
19. **EXPENSES FOR FIVE CONCERT EVENTS:** Below is a list of concert expenses for each five markets. These expenses are estimated costs as taxes and certain venue expenses can not be projected. For the purposes of the Investor, the Promoter agrees that any additional expenses that may occur which are not listed below, will be his sole responsibility for paying. The Investor shall not be responsible for any expenses above those listed below.

drake & future P&L Projections



	Charlotte, NC	Raleigh, NC	Cleveland, Ohio	Memphis, TN	Little Rock, AR
Venue	TWC Arena	PNC Arena	Quicken Loans Arena	Fedex Forum	Verizon Arena
Artist, Travel, Hotel, Ground, Production, Catering	825,000.00	825,000.00	825,000.00	825,000.00	825,000.00
Venue	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Marketing/Promotion	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
ASCAP/BMI (Approx)	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00
Credit Card Fees (Approx)	29,600.00	29,600.00	29,600.00	29,600.00	29,600.00
Sales Tax (Approx)	103,600.00	103,600.00	103,600.00	103,600.00	103,600.00
Insurance	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
TOTAL EXPENSE	1,067,430.00	1,067,430.00	1,067,430.00	1,067,430.00	1,067,430.00

TOP AGENT ENTERTAINMENT

IT IS SO AGREED & ACCEPTED:

BY: _____
Top Agent Entertainment
(Promoter)

Date

By: _____
Bryant United
(Investor)

Date

EXHIBIT L

From: G C <mrtopagent@yahoo.com>
To: CEO Trey Bryant <tbryant@bryantunited.com>
Date: Tue, 07 Mar 2017 10:45:49 -0600
Subject: Fw: Trey Taylor Deal

GOD BLESS OUR BUSINESS ALWAYS.... 

TOP AGENT ENTERTAINMENT

INVESTOR AGREEMENT AGRMT #0357-28-0511-242-19

This AGREEMENT, entered into and fully executed this 7th day March, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Bryant United** (hereinafter referred to as "Investor"). WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Taylor Swift**" for the following concert series to take place in June 2017:

TWC Arena,	Charlotte, NC
Quicken Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$600,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$600,000.00 USD to Promoter and the payment shall be due on or before **Friday, March 10, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Taylor Swift Shows".

TOP AGENT ENTERTAINMENT

**Comerica Bank
4100 Spring Valley Road
Dallas, TX 75244**

**Account Owner: Top Agent Entertainment
3990 Virtruvian Way, Addison, TX 75001**

**Routing # 1881906232
Account # 111000753**

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
 - a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
 - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
 - a. Investor shall recoup the total investment of \$600,000.00 USD from the ticket account ticket sales on or before July 1st, 2017.
 - b. Investor shall recoup \$400,000.00 of the net profit from the event ticket sales and any additional revenue streams of all five (5) concerts on or before July 1st, 2017.
 - c. ~~Investor shall receive five percent (5%) of the merchandising sales proceeds from each event.~~
 - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an “Event of Force Majeure” is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of “Force Majeure” or full cancellation of the concerts for any reason, the initial investment of \$600,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the “secrecy undertaking”).
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor’s customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor’s business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

TOP AGENT ENTERTAINMENT

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$600,000.00 USD investment funds as stated in paragraph 5 section a.
12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.
15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.

IT IS SO AGREED & ACCEPTED:

BY: _____
Top Agent Entertainment
(Promoter)

Date

By: _____
Bryant United
(Investor)

Date

EXHIBIT M

From: G C <mrtopagent@yahoo.com>
To: CEOTrey Bryant <tbryant@bryantunited.com>
Date: Wed, 05 Apr 2017 12:50:22 -0500
Subject: 3 New Agreement w/Thurman P Bryant Jr.
Attachments: New Drake & Future x Thurman Bryant.pdf (91.11 kB); New Super Bowl x Thurman Bryant Jr..pdf (91.42 kB); New Taylor Swift x Thruman Bryant.pdf (90.84 kB)

TOP AGENT ENTERTAINMENT

INVESTOR AGREEMENT AGRMT #0357-28-0511-242-16

This AGREEMENT, entered into and fully executed this 6th day February, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Thurman P Bryant Jr.** (hereinafter referred to as "Investor"). WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Drake & Future**" for the following concert series to take place in March no later than June 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$850,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$850,000.00 USD to Promoter and the payment shall be due on or before **Thursday, February 9, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Drake & Future Shows".

TOP AGENT ENTERTAINMENT

**Comerica Bank
4100 Spring Valley Road
Dallas, TX 75244**

**Account Owner: Top Agent Entertainment
3990 Virtruvian Way, Addison, TX 75001**

**Routing # 1881906232
Account # 111000753**

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
 - a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
 - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
 - a. Investor shall recoup the total investment of \$850,000.00 USD before July 1st, 2017 from the ticket account ticket sales.
 - b. Investor shall recoup \$30% of the net profit, less expenses derived from the event ticket sales and any additional revenue streams of all five (5) concerts within approximately five (5) business days following the final concert date (Before July 1st 2017).
 - c. Investor shall receive five percent (5%) of the merchandising sales proceeds from each event.
 - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an “Event of Force Majeure” is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of “Force Majeure” or full cancellation of the concerts for any reason, the initial investment of \$600,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the “secrecy undertaking”).
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor’s customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor’s business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

TOP AGENT ENTERTAINMENT

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$850,000.00 USD investment funds as stated in paragraph 5 section a.
12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.
15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.

IT IS SO AGREED & ACCEPTED:

BY: _____
Top Agent Entertainment
(Promoter)

Date

By: _____
Thurman P Bryant Jr.
(Investor)

Date

TOP AGENT ENTERTAINMENT
3990 VITRUVIAN WAY ADDISON, TX 75001
PHONE: 682-561-8900
CELL: 214-732-1431
EMAIL: mrtopagent@yahoo.com

Investment/Partner Agreement

This agreement is made between **Top Agent Entertainment** ("Agent/Partner") and **Thurman P Bryant Jr.** ("Partner") on **January 22nd, 2017** as follows:

PURPOSE: Agent/Partner engages **Bryant United** to provide and perform certain financing and services described and defined as follows: **Thurman P Bryant Jr.** shall immediately remit to Agent/Partner initial financing in the amount of \$150,000.00 for Agent/Partner's **Lil Wayne Super Bowl Party Event in Houston Tx on February 4th, 2017.**

TERM AND FEES:

HOUSTON TX AT AYVA CENTER ON FEBRUARY 4TH, 2017
ARTIST: LIL WAYNE & FRIENDS
INVESTMENT: \$150,000.00 USD

FOR INVESTMENT **Thurman P Bryant Jr.** SHALL RECEIVE A FULL 100% RETURN OF THE \$150,000.00 INVESTMENT PLUS A PROFIT AMOUNT OF \$80,000.00 THAT WILL TOTAL A FULL AMOUNT OF \$230,000.00. THE MONEY WILL BE PAID TO **Thurman P Bryant Jr.** ON FEBRUARY 6TH, 2017.

NOTE: NO MATTER THE OUTCOME OF THE LIL WAYNE SUPER BOWL PARTY EVENT FOR THIS INVESTMENT BY **Thurman P Bryant Jr.** THE \$150,000.00 WILL BE FULLY REFUNDED TO **Thurman P Bryant Jr.** NO LATER THAN 48 hours if the party is canceled or postponed.

LIQUIDATED DAMAGES: In the event that Agent/Partner fails to remit all payout by February 6th, 2017 Agent/Partner shall owe to **Thurman P Bryant Jr.** a liquidated damages amount equal to \$50.00 for each day that Agent/Partner fails to remit payout.

PAYMENT INSTRUCTIONS TO AGENT/PARTNER: \$150,000.00 shall be paid to and in the name of the Agent/Partner **TOP AGENT ENTERTAINMENT** and should be paid by Monday January 23rd, 2017 via Bank Wire to:

COMERICA BANK
NAME ON ACCT: TOP AGENT ENTERTAINMENT
ACCT#1881906232
ROUT# 111000753
AMOUNT: \$150,000.00 (\$100,000.00 Already Paid)
DUE DATE: 1-23-17

PAYMENT INSTRUCTIONS TO Thurman P Bryant Jr.: \$230,000.00 will be paid to and in the name of **Turman P Bryant Jr.** and will be paid on February 6th, 2017 via Bank Wire to:

(Thurman P Bryant Jr. or TBA)

MISCELLANEOUS: This Agreement represents the entire Agreement between Top Agent Entertainment and Thurman P Bryant Jr. and supersedes, nullifies and amends all prior agreements or other correspondence between the parties with respect to the Picture. Any amendments to this Agreement must be in writing and executed by the parties hereto. Headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. The parties acknowledge that certain provisions of this Agreement may be modified by provisions of written agreements between Top Agent Entertainment and Thurman P Bryant Jr. if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions will be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. The representations and warranties contained herein and in any documents delivered pursuant to this Agreement will survive the date of execution of this Agreement and will continue until the full and final payment and performance of all obligations under this Agreement. This Agreement is binding on all successors of the parties. This agreement is governed by Texas law. The Forum will be Dallas County, Texas, and the state or federal courts located in Dallas County, Texas. In any proceeding brought to enforce this Agreement or by reason of any claimed default in the performance hereof by any party, the prevailing party in such suit shall be awarded reasonable outside attorneys' fees, costs and expenses in the defense or prosecution thereof as part of the judgment terminating such proceeding. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. The signatures below confirm that both parties have read and approved each provision set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above.

AGENT/PARTNER

Top Agent Entertainment Rep.

Date

PARTNER

Thurman P Bryant Jr. (Investor)

Date

TOP AGENT ENTERTAINMENT

INVESTOR AGREEMENT AGRMT #0357-28-0511-242-19

This AGREEMENT, entered into and fully executed this 7th day March, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Thurman P Bryant Jr.** (hereinafter referred to as "Investor"). WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Taylor Swift**" for the following concert series to take place in June 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$600,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$600,000.00 USD to Promoter and the payment shall be due on or before **Friday, March 10, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Taylor Swift Shows".

TOP AGENT ENTERTAINMENT

**Comerica Bank
4100 Spring Valley Road
Dallas, TX 75244**

**Account Owner: Top Agent Entertainment
3990 Virtruvian Way, Addison, TX 75001**

**Routing # 1881906232
Account # 111000753**

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
 - a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
 - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
 - a. Investor shall recoup the total investment of \$600,000.00 USD from the ticket account ticket sales on or before July 1st, 2017.
 - b. Investor shall recoup \$400,000.00 of the net profit from the event ticket sales and any additional revenue streams of all five (5) concerts on or before July 1st, 2017.
 - c. ~~Investor shall receive five percent (5%) of the merchandising sales proceeds from each event.~~
 - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an “Event of Force Majeure” is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of “Force Majeure” or full cancellation of the concerts for any reason, the initial investment of \$600,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the “secrecy undertaking”).
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor’s customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor’s business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

TOP AGENT ENTERTAINMENT

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$600,000.00 USD investment funds as stated in paragraph 5 section a.
12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.
15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.

IT IS SO AGREED & ACCEPTED:

BY: _____
Top Agent Entertainment
(Promoter)

Date

By: _____
Thurman P Bryant Jr.
(Investor)

Date

EXHIBIT N

From: "Trey Bryant, CEO" <tbryant@bryantunited.com>
To: "Thurman \"Sonny\" Bryant" <sonny_103@hotmail.com>
Date: Fri, 07 Apr 2017 15:59:19 -0500
Subject: FW: New Drake
Attachments: Thruman x Drake Final.pdf (91.27 kB)

From: G C [mailto:mrtopagent@yahoo.com]
Sent: Wednesday, April 5, 2017 2:35 PM
To: CEO Trey Bryant <tbryant@bryantunited.com>
Subject: New Drake

TOP AGENT ENTERTAINMENT

INVESTOR AGREEMENT AGRMT #0357-28-0511-242-16

This AGREEMENT, entered into and fully executed this 6th day February, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Thurman P Bryant Jr.** (hereinafter referred to as "Investor"). WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Drake & Future**" for the following concert series to take place in March no later than June 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$850,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$850,000.00 USD to Promoter and the payment shall be due on or before **Thursday, February 9, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Drake & Future Shows".

TOP AGENT ENTERTAINMENT

**Comerica Bank
4100 Spring Valley Road
Dallas, TX 75244**

**Account Owner: Top Agent Entertainment
3990 Virtruvian Way, Addison, TX 75001**

**Routing # 1881906232
Account # 111000753**

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
 - a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
 - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
 - a. Investor shall recoup the total investment of \$850,000.00 USD before July 1st, 2017 from the ticket account ticket sales.
 - b. Investor shall recoup (\$900,000.00) of the net profit from the event ticket sales and any additional revenue streams of all five (5) concerts within approximately five (5) business days following the final concert date (Before July 1st 2017).
 - c. ~~Investor shall receive five percent (5%) of the merchandising sales proceeds from each event.~~
 - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an “Event of Force Majeure” is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of “Force Majeure” or full cancellation of the concerts for any reason, the initial investment of \$600,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the “secrecy undertaking”).
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor’s customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor’s business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

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11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$850,000.00 USD investment funds as stated in paragraph 5 section a.

12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.

15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

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If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.

IT IS SO AGREED & ACCEPTED:

BY: _____
Top Agent Entertainment
(Promoter)

Date

By: _____
Thurman P Bryant Jr.
(Investor)

Date

EXHIBIT O

DECLARATION OF JESSE P. SCHAUDIES, JR.

I, Jesse P. Schaudies, Jr., hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the General Counsel of and Senior Management Team member for 13 Management LLC ("13 Management") and by reason of my position am authorized and qualified to make this declaration.

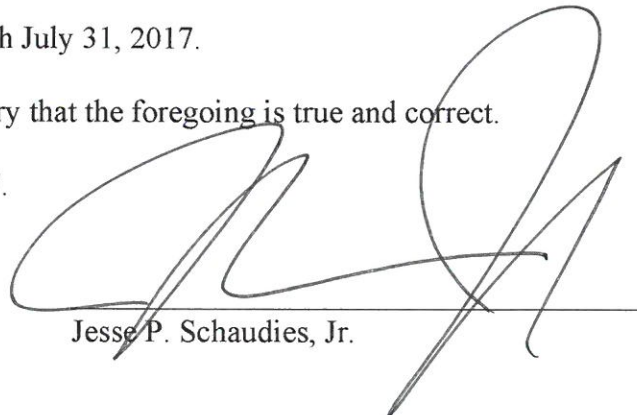
2. 13 Management is the exclusive manager for Taylor Swift ("Talent").

3. 13 Management has had no contact with, nor has it accepted any investment from Thurman (Trey) P. Bryant, III ("Bryant") or Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment ("Goodspeed"), directly or indirectly, related to any concerts, tours, or other events in and at which Talent might appear or perform.

4. As of the date of this declaration, there are no currently scheduled concerts, tours, or other events in and at which Talent might perform or appear and for which tickets will be sold from the date of this declaration through July 31, 2017.

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

Executed on this 20th day of June, 2017.



A handwritten signature in black ink, appearing to read 'Jesse P. Schaudies, Jr.', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Jesse P. Schaudies, Jr.

EXHIBIT P

DECLARATION OF BRENT SMITH

I, Brent Smith, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner with WME IMG, LLC ("WME") and by reason of my position am authorized and qualified to make this declaration.
2. WME is the exclusive booking agent for Aubrey Drake Graham a/k/a Drake ("Drake").
3. WME has not accepted and would not accept any investment from Thurman (Trey) P. Bryant, III ("Bryant") or Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment ("Goodspeed") related to any concerts, tours, or other events in and at which Drake might appear or perform.
4. As of the date of this declaration, there are no currently scheduled concerts, tours, or other events in and at which Drake might perform or appear and for which tickets will be sold from the date of this declaration through July 31, 2017.

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

Executed on this 12 day of June, 2017.


Brent Smith