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

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

RECEIVER'S RESPONSE TO BRYANT DEFENDANTS'
MOTION TO DISSOLVE/SUSPEND TEMPORARY RESTRAINING ORDER
AND ORDER APPOINTING RECEIVER

Jennifer Ecklund, 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**") in the above-captioned case (the "**Case**"), by and through undersigned counsel,

hereby files response to the Bryant Defendants' *Motion to Dissolve Temporary Restraining Order and Suspend or Dissolve Order Appointing Receiver* [Dkt. No. 97] (the "**Motion**").

I. INTRODUCTION

More than three months after this Court granted the Securities and Exchange Commission's ("**SEC**") *Emergency Ex Parte Motion for Temporary Restraining Order, Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency and Ancillary Relief* and appointed the Receiver [*see* Dkt. Nos. 16 and 17], and **after** the Bryant Defendants already consented to the entry of an agreed preliminary injunction against them, the Bryant Defendants now seek to dissolve the temporary restraining order and order appointing the Receiver, avoiding the merits and substance of the allegations made by the SEC. The Receiver files this response to the Motion (the "**Response**") and brief in support of the SEC's Response to the Motion [Dkt. No. 112] to the extent the Motion references the conduct or authority of the Receiver. The Bryant Defendants' Motion should be denied because (1) the evidence uncovered by the Receiver to date supports the SEC's initial allegations against the Bryant Defendants, (2) the Receivership Estate benefits the BUCF and the Wammel Group investors (the "**Investors**"), and (3) the Receiver has acted in good faith and within the authority of the Receivership Order.

II. ARGUMENT

A. Evidence uncovered by the Receiver supports the SEC's allegations against the Bryant Defendants.

The Bryant Defendants argue that the "SEC failed to allege any fact that would support a conclusion that Bryant misstated or omitted any material fact in connection with the purchase or sale of a security sufficient to meet the requirements of Rule 10b-5." Motion at 6. Yet, a plain

reading of the SEC's Original Complaint indicates otherwise. Specifically, the SEC sufficiently alleged that 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 secured nature of the "mortgage-based" investments, (c) in "escrow accounts." *See* Dkt. No. 4 at 9, 25, and 31; *see also SEC v. W.J. Howey Co.*, 382 U.S. 293, 298-99 (1946) (supporting the allegations that the Limited Partnership Agreements between BUCF and Investors constitute investment contracts[1]). Furthermore, evidence uncovered by the Receiver to date supports the SEC's allegations that Bryant misrepresented to BUCF Investors that their funds would be safely preserved in secure escrow accounts and used for the sole purpose of serving as proof of funds to enable BUCF to secure a line of credit with which to pursue a mortgage-related investment program resulting in 30% returns. *See* Declaration of J. Ecklund, attached hereto as **Exhibit A**; *see also* Compilation of Limited Partnership Agreements with Investors, at ¶ 6.2.1 ("All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner."), attached hereto as **Exhibit A-1**; *see also* October 10, 2011 and October 25, 2011 E-mails and Attachments from T. Bryant to Investors (stating that BUCF "is a wholesale mortgage company that makes mortgage loans to financial institutions to fund their closings" and allows investors "to open capital accounts in the wholesale mortgage company in lieu of a 401K retirement account"), attached hereto as **Exhibit A-2**. The evidence uncovered by the Receiver to date has shown that **no** secure escrow accounts existed and there were **no** mortgage-related investment programs. Bryant acknowledged these facts in his testimony before this Court on August 2, 2017. Rather, the

[1] The Receiver defers to the SEC's full briefing supporting the conclusion that Bryant misstated or omitted material facts in connection with the purchase or sale of a security sufficient to meet the requirements of Rule 10b-5.

majority of the BUCF Investor funds were invested with the Wammel Group in options trading. In addition, the testimony from Defendant Bryant at hearing on the Wammel Defendants' Preliminary Injunction further confirmed the above:

> Q. Were any of your investor funds ever invested in mortgage related investments?
>
> A. No, sir, they were not.

Transcript of the August 2, 2017 Injunction Hearing Before the Honorable Amos L. Mazzant, United States District Judge ("August 2nd Transcript"), attached hereto as **Exhibit C**, at 89:10-12.

> Q. -- money you raised from your investors is invested in Wammel Group Holdings Partnership, correct?
>
> A. That is correct.

Id. at 54:1-3.

> Q. All right. And you also represented to those investors that you would provide them a 30 percent annual return on their money, correct?
>
> A. That is 100 percent correct, yes.
>
> Q. All right. And when you received the money from the investors, did you send the majority of that money to Arthur Wammel?
>
> A. Yes, sir, other than counter balances, I sent 100 percent of the money to Arthur Wammel, to my recollection.
>
> Q. And what did you understand Mr. Wammel was going to do with that money?
>
> A. He was going to invest it in a series of different investments, and he was going to generate a return equal to – at least equal to the amount that we guaranteed. Anything above that is in question of what we get paid 50-50. We split any profits on top of those earnings that are guaranteed 50-50.

Id. at 58:5-22.

Q. Mr. Bryant, did you ever mislead any of your investors with regard to the use of their funds?

A. I plead the Fifth on that at this particular time.

Id. at 84:1-4.

Q. Sure. Is it your position that you never made any false statements to any investors?

A. I plead the Fifth on that.

Id. at 85:4-6.

Q. Have you ever provided misleading information to your investors?

A. I have pled the Fifth on that question.

Q. Did you ever provide false information to your investors?

A. I have -- I am pleading the Fifth on that question.

Q. Have you always been completely truthful with your investors?

A. I plead the Fifth on that question.

Id. at 87:9-17.

Moreover, Investors have not and will not receive a 30% return on their investments.[2] *See* Declaration of J. Ecklund, attached hereto as **Exhibit A**; *see also* Declaration of B. Kleinman, attached hereto as **Exhibit B**; *see also* Sources of Income and Deposits for Bryant United Capital Funding, Inc. Bank Account 9692 (showing that for the Bryant Defendants' main bank account Investor-related deposits and transfers constituted nearly 95% of BUCF's source of funds and that no escrow accounts existed), attached hereto as **Exhibit B-1**; *see* Summary of Investor Funds and Returns Transferred Between Bryant United Capital Funding, Inc. and Wammel

[2] In the Motion and in testimony on August 2, 2017 at the hearing on the Wammel Defendants' Preliminary Injunction, Bryant admits that "[m]oney that was invested with BUCF was primarily transferred into an account controlled by Wammel Group, to be invested." Motion at 10; August 2nd Transcript at 54:1-3 and 58:5-22.

Group, LLC (displaying that 30% return plus principal was not transferred back from Wammel Group to BUCF), attached hereto as **Exhibit B-2**; *see* Uses of Income and Deposits for Bryant United Capital Funding, Inc. Account 9692 (showing that the money was not invested in mortgage-related investment programs), attached hereto as **Exhibit B-3**.

It is telling that the Bryant Defendants offer no response or explanation to the substantive allegations of the SEC regarding the (i) Bryant Defendants' misrepresentations to BUCF Investors, (ii) omissions of material fact to BUCF Investors, (iii) participation in a scheme that this Court has already called a Ponzi scheme [*see* Dkt. No. 89], or (iv) personal use by Defendant Bryant of proceeds from the scheme. Although the Receiver agrees (in support of the SEC's Response to the Motion) that the SEC met its initial burden to obtain the temporary restraining order, asset freeze, and appointment of the Receiver, in addition to the allegations initially made, the above referenced evidence and documents uncovered by the Receiver further confirm the fraudulent actions of the Bryant Defendants.

B. The Receivership Estate over the Bryant Defendants benefits the BUCF and Wammel Group investors.

The Bryant Defendants argue that the "Receivership does not benefit the Plaintiff's interests and instead presents an undue and unwarranted burden on Bryant." Motion at 10. However, the Receivership Estate was created for the benefit of the Investors in BUCF and the Wammel Group. The Bryant Defendants and the Wammel Defendants created a virtual spider's web of interlocking entities that they utilized in connection with the investment scheme out of which this suit arises. *See* Dkt. No. 89. Monies received by the Bryant Defendants and Wammel Defendants from Investors in BUCF and the Wammel Group were ultimately commingled together and either lost or re-distributed. *See* Sources of Income and Deposits for

Bryant United Capital Funding, Inc. Account 9692, attached hereto as **Exhibit B-1** (showing commingled BUCF Investor funds); *see also* Declaration of B. Kleinman, attached hereto as **Exhibit B**; *see also* Declaration of J. Ecklund, attached hereto as **Exhibit A**. Thus, the Court can best balance the competing claims of all Investors if the assets are analyzed, liquidated, and re-distributed through the Receivership Estate for the benefit of all Investors.

C. The Receiver has acted in good faith and within the authority of the Receivership Order.

The Bryant Defendants further argue that the Receiver "seized many assets and accounts that were beyond her purview" and "overstepped her authority in seizing and holding captive various accounts and assets that have no relation to the matter at hand." Motion at 11. Although the Bryant Defendants fail to identify any specific instances of such overstepping or actions beyond the purview of the Receivership Order,[3] the Receiver has in good faith and acted within the authority of the Receivership Order. In further support of this Response, the Receiver incorporates by reference the (i) *Receiver's Initial Status Report for Receivership Estates of Thurman P. Bryant, III and BUCF, Inc.* [Dkt. No. 32], and (ii) *Receiver's Quarterly Report* [Dkt. No. 72], which set forth in greater detail the activities undertaken by the Receiver for the benefit of the Investors. The Receiver has also sought and received Court approval for her liquidation of the Bryant Defendants' assets. *See Order Granting the Emergency Motion of Receiver for Expedited Order Authorizing Liquid of Certain Bryant Defendants Receivership Assets*, Dkt. No. 105 and *Order Granting Motion of Receiver (I) for Order Authorizing Liquidation of Furniture, Fixtures, Equipment, and Other Items and Termination of Certain Leases, (II) to Approve Procedures to Sell Certain Personal Property, And (III) to Release Funds from Certain Frozen*

[3] *See* Amended Order Appointing Receiver, Dkt. No. 48 (the "**Receivership Order**").

Bank Accounts into the Receiver's Account, Dkt. No. 106. In requesting the liquidation of the Bryant assets, the Receiver acted pursuant to the authority granted in paragraphs 7 and 35 of the Court's order appointing her:

> To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants . . . . [¶ 7A]. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants . . . . [¶ 7B] . . . [to] transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property. [¶ 35]

The Receiver will continue her efforts to identify and liquidate Receivership assets for the benefit of the aggrieved Investors.

The Bryant Defendants also allege that the "Receiver and her counsel have presented requests to the Court or approval of billing in an aggregate amount of over $200,000." Motion at 10. This statement misrepresents the record as the Receiver agreed to cap fees for the first 30 days at $75,000 and thus the total fees requested for the Receiver, the Receiver's counsel, and other professionals fall below $200,000 (in spite of the Receiver's fees exceeding the $75,000 cap). *See* Dkt. No. 92. Bryant fails to make mention that the Receiver and it agents are collectively limited to $75,000 for the first 30 days of the work on the Receivership. The Receiver incurred fees of nearly $292,000 in the first 30 days but is foregoing the request to recover those additional $200,000-plus fees at this time in light of the fee cap and for the benefit of the Investors. Notwithstanding the Bryant Defendants' attempt to characterize the Receiver as having reached beyond her authority, the Receiver has only acted within and from the authority granted by the Receivership Order and/or this Court and will continue to do so for the benefit of the BUCF and Wammel Investors.

III. CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Court deny the Motion and grant the Receiver such other and further relief as she has shown to be justly entitled.

Dated: September 5, 2017.

Respectfully submitted,

By: */s/ Timothy E. Hudson*

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COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on September 5, 2017, I electronically filed the foregoing document with the Clerk for the United States District Court, Eastern District of Texas. The electronic case filing system (ECF) will send a Notice of Electronic Filing (NEF) to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. The foregoing document will also be sent to all counsel of record via the method identified below.

/s/ Timothy E. Hudson
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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

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

APPENDIX TO THE RECEIVER'S RESPONSE TO BRYANT DEFENDANTS' MOTION TO DISSOLVE/SUSPEND TEMPORARY RESTRAINING ORDER AND ORDER APPOINTING RECEIVER

EXHIBIT	DOCUMENT	CITATION
A.	Declaration of Jennifer Ecklund in Support of Response to Bryant Defendants' Motion to Dissolve/Suspend Temporary Restraining Order and Order Appointing Receiver	App. 0003-0006
A-1.	Compilation of Limited Partnership Agreements	App. 0007-0098
A-2.	October 10, 2011 and October 25, 2011 E-mail and attachments from T. Bryant to investors	App. 0099-0104
B.	Declaration of B. Kleinman in Support of Response to Bryant Defendants' Motion to Dissolve/Suspend Temporary Restraining Order and Order Appointing Receiver	App. 0105-0108
B-1.	Sources of Income and Deposits for Bryant United Capital Funding, Inc. Account 9692	App. 0109-0110
B-2.	Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group	App. 0111-0112
B-3.	Uses of Income and Deposits for Bryant United Capital	App. 0113-0121

EXHIBIT	DOCUMENT	CITATION
	Funds, Inc. Account 9692	
C.	Excerpts OF Transcript of the August 2, 2017 Injunction Hearing Before the Honorable Amos L. Mazzant, United States District Judge	App. 0122-0130

EXHIBIT A

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.	§ §	Case 04:17-CV-00336-ALM

DECLARATION OF JENNIFER ECKLUND IN SUPPORT OF THE RECEIVER'S RESPONSE TO BRYANT DEFENDANTS' MOTION TO DISSOLVE/SUSPEND TEMPORARY RESTRAINING ORDER AND ORDER APPOINTING RECEIVER

I, Jennifer Ecklund, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a partner with the law firm of Thompson & Knight LLP ("**T&K**") in Dallas, Texas. I am a member in good standing of the bar of the State of Texas, and am admitted to practice in the United States District Courts for all Districts of Texas. There are no disciplinary proceedings pending against me.

2. I am 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**") in this case.

3. I submit this Declaration in support of the *Receiver's Response to Bryant Defendants' Motion to Dissolve/Suspend Temporary Restraining Order and Order Appointing Receiver*.

4. Since my appointment, my team and I have worked diligently to investigate the Defendants' business model, and to begin the process of collecting, marshaling, and taking control over the Receivership Property pursuant to this Court's directives.

5. Furthermore, evidence uncovered by the Receiver to date supports the SEC's allegations that Bryant misrepresented to BUCF Investors that their funds would be safely preserved in secure escrow accounts, that they would be used for the purpose of serving as proof of funds to enable BUCF to secure a line of credit with which to pursue a mortgage-related investment program, and that they program would result in 30% returns.

6. The evidence uncovered by the Receiver to date has shown that no secure escrow accounts existed and there were no mortgage-related investment programs (the money was provided to the Wammel Group for options trading); moreover, Investors have not received and will not receive a 30% return on their investments.

7. Monies received by the Bryant Defendants and Wammel Defendants from Investors in BUCF and the Wammel Group were ultimately commingled together and either lost or re-distributed to Bryant and Wammel, or other Investors.

8. Attached in support of these statements as Exhibits A-1 through A-2 are true and correct copies of the following records, which have informed my opinions herein:

1. Compilation of Limited Partnership Agreements with Investors.
2. October 10, 2011 and October 25, 2011 E-mails and Attachments from T. Bryant to Investors.

9. Except as otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge and my involvement as Receiver in the above-captioned case.

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

Executed on September 5, 2017 at Dallas, Texas.

Jennifer Ecklund, Receiver

EXHIBIT A-1

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of August 01, 2016, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Laura Lynn Cook** (Limited Partner(s).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

1.5. Capital Accounts. A separate Capital Account shall be maintained and balanced reflected on monthly statements for each Partner with beneficiary rights of such account in accordance with the following provisions:

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

1.5.2 To each Partner's Capital Account with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such

modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

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

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not owned to another party without proper authority to such funds.

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Limited Partner or Partners. Laura Lynn Cook

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $25,000.00- with the guaranteed annual Distribution of 7,500.00 (USD) or monthly distribution rate of $625.00 (USD) starting on October 3rd, 2016, and will remain such return throughout the life of the investment. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document unless otherwise stated in capital increase section of monthly statement.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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

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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to

transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest.

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner,

pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

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

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

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

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

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

ARTICLE XI.

~~DISSOCIATION OF A PARTNER~~

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 60 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

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

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the

Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute any and all Capital Account Balance in Limited Partners Account.

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

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

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

13.2. Reports. Each Partner shall be furnished monthly by the Partnership with (i) account balance statement.

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

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

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

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year.

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____

Thurman P. Bryant, III/ President & CEO

Laura Lynn Cook (Limited Partner) _____

Individual/Limited Partner

SCHEDULE A. Attached

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of May 01, 2016, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Thomas Charles Evans** (Limited Partner(s).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

1.5. Capital Accounts. A separate Capital Account shall be maintained and balanced reflected on monthly statements for each Partner with beneficiary rights of such account in accordance with the following provisions:

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

1.5.2 To each Partner's Capital Account with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such

modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

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

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not owned to another party without proper authority to such funds.

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Limited Partner or Partners. Thomas Charles Evans

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

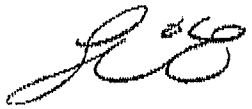
ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES



4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $70,000.00- with the guaranteed annual Distribution of $21,000.00 (USD) or monthly distribution rate of $1,750.00 (USD) starting on July 3rd, 2016, and will remain such return throughout the life of the investment. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document unless otherwise stated in capital increase section of monthly statement.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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

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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to

transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest.

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner,

pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

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

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

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

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

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

ARTICLE XI.

DISSOCIATION OF A PARTNER

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 60 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

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

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the

Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute any and all Capital Account Balance in Limited Partners Account.

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

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

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

13.2. Reports. Each Partner shall be furnished monthly by the Partnership with (i) account balance statement.

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

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

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

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year.

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____ President & CEO

Thurman P. Bryant, III/ President & CEO

Thomas Charles Evans (Limited Partner) _____

Individual/Limited Partner

SCHEDULE A. Attached

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of February 01, 2015, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Teresa Kay Ezell** (Limited Partner(s).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

1.5. Capital Accounts. A separate Capital Account shall be maintained and balanced reflected on monthly statements for each Partner with beneficiary rights of such account in accordance with the following provisions:

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

1.5.2 To each Partner's Capital Account with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such

modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

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

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not owned to another party without proper authority to such funds.

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Limited Partner or Partners. Teresa Kay Ezell

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $100,000.00- with the guaranteed annual Distribution of $30,000.00 (USD) or monthly distribution rate of $2,500.00 (USD) starting on April 3rd, 2015, and will remain such return throughout the life of the investment. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document unless otherwise stated in capital increase section of monthly statement.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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

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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to

transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest.

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner,

pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

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

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

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

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

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

ARTICLE XI.

DISSOCIATION OF A PARTNER

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 60 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

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

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the

Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute any and all Capital Account Balance in Limited Partners Account.

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

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

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

13.2. Reports. Each Partner shall be furnished monthly by the Partnership with (i) account balance statement.

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

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

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

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year.

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: T. P. Bryant III President & CEO

Thurman P. Bryant, III/ President & CEO

Teresa Kay Ezell (Limited Partner) Teresa K. Ezell

Individual/Limited Partner

SCHEDULE A. Attached

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of February 01, 2015, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **John William Ezell** (Limited Partner(s).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

1.5. Capital Accounts. A separate Capital Account shall be maintained and balanced reflected on monthly statements for each Partner with beneficiary rights of such account in accordance with the following provisions:

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

1.5.2 To each Partner's Capital Account with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such

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modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

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

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not owned to another party without proper authority to such funds.

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Limited Partner or Partners. John William Ezell

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $200,000.00- with the guaranteed annual Distribution of $60,000.00 (USD) or monthly distribution rate of $5,000.00 (USD) starting on April 3rd, 2015, and will remain such return throughout the life of the investment. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document unless otherwise stated in capital increase section of monthly statement.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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

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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to

transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest.

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated as a Partner for all purposes of this Agreement commencing the first day of the next following calendar month. Any Person so admitted to the Partnership as a Partner shall be subject to all provisions of this Agreement as if originally a party hereto but such Substitute Partner's liabilities hereunder shall commence to accrue as of the date such Substitute Partner is admitted to the Partnership. The Partnership shall, upon substitution of a Partner,

pursuant to the provisions of this Section 10.2, thereafter allocate all further Profits and Losses and make all further Distributions on account of the Partnership Interest so assigned to the assignee for such time as the interest is transferred on the Partnership books in accordance with the above provisions.

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

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

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

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

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

ARTICLE XI.

DISSOCIATION OF A PARTNER

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 60 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

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

11.2.9 A dissociated Partner may maintain an action against the Partnership to determine the Buyout Price of its Partnership Interest, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase. The action must be commenced within 180 days after the Partnership has tendered payment or an offer to pay or within 1 year after written demand for payment if no payment or offer to pay is tendered. The court shall determine the

Buyout Price of the dissociated Partner's Partnership Interest, any offset due under Section 11.2.3 hereof, and accrued interest, and enter judgment for any additional payment or refund. If deferred payment is authorized under Section 11.2.8 hereof, the court shall also determine the security for payment and other terms of the obligation to purchase. The court may assess reasonable attorney's fees and the fees and expenses of appraisers or other experts for a party to the action, in amounts the court finds equitable, against a party that the court finds acted arbitrarily, vexatiously, or not in good faith. The finding may be based on the Partnership's failure to tender payment or an offer to pay or to comply with Section 11.2.7.

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute any and all Capital Account Balance in Limited Partners Account.

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

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

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

13.2. Reports. Each Partner shall be furnished monthly by the Partnership with (i) account balance statement.

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

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

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

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year.

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: T. Bryant III President/CEO

Thurman P. Bryant, III/ President & CEO

John William Ezell (Limited Partner) John W Ezell

Individual/Limited Partner

SCHEDULE A. Attached

LIMITED PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING

THIS LIMITED PARTNERSHIP AGREEMENT of Bryant United Capital Funding, effective as of July 01, 2016, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Holly Rae Peters** (Limited Partner(s).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

1.5. Capital Accounts. A separate Capital Account shall be maintained and balanced reflected on monthly statements for each Partner with beneficiary rights of such account in accordance with the following provisions:

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

1.5.2 To each Partner's Capital Account with consistence to capital account balance and all earnings will be distributed monthly as defined in sections 6.2.1.

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

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Partners [Managing Partner] reasonably determine[s] that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Partners [Managing Partner] may make such

modification. The Partners [Managing Partner] also shall make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

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

1.61 Each Partner shall warrant that the funds being invested in the Partnership are his/her own funds. The funds are not owned to another party without proper authority to such funds.

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Limited Partner or Partners. Holly Rae Peters

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $100,000.00- with the guaranteed annual Distribution of $30,000.00 (USD) or monthly distribution rate of $2,500.00 (USD) starting on September 3rd, 2016, and will remain such return throughout the life of the investment. In additional to the above terms and agreement the first 12-months of investment contract will include a $1,000.00/month disbursement bonus that will expire on August 03, 2017. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove Capital investment amount in full. All initial investment and any and all reinvested growth or additional capital deposits will be retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth that has been reinvested will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

7.1.1 Full Distribution or Capital account withdraw reduction made 60 days immediately following the initial request of withdraw demand.

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document unless otherwise stated in capital increase section of monthly statement.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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

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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

10.1.1 Partner may sell, hypothecate, pledge, transfer, assign or otherwise dispose of its Partnership Interest with the prior written consent of the Limited Partner. For the purposes of this Agreement, the transfer, directly or indirectly, of fifty percent (50%) or more of the ownership interest in a Partner shall be allowed upon notice of approval. Notwithstanding the foregoing provisions of this Subsection 10.1.1, a Partner shall be permitted to transfer its Partnership to an Affiliate of such Partner for estate planning purposes without the consent of the other Partner.

10.1.2 No offer, sale, hypothecation pledge, transfer, assignment, or other disposition of any Partnership Interest may be made unless the Partners shall have received an opinion of counsel satisfactory to them that such proposed disposition (i) may be effected without registration of the Partnership Interest.

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

10.2.2 Upon the satisfactory completion of the requirements described in Section 10.2.1 for the admission of a Substitute Partner, as determined by the Partners in their reasonable discretion, a Substitute Partner shall be treated

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

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

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

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

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

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

ARTICLE XI.

DISSOCIATION OF A PARTNER

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

11.2.7.4 Written notice that the payment is in full satisfaction of the obligation to purchase unless, within 60 days after the written notice, the dissociated Partner commences an action to determine the Buyout Price, any offsets under Section 11.2.3 hereof, or other terms of the obligation to purchase.

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

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

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

12.3.1 *Winding up.* Upon dissolution of the Partnership pursuant to Section 12.1 hereof, the Partnership shall immediately commence to wind up its affairs and the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute any and all Capital Account Balance in Limited Partners Account.

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

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

12.3.3.1 First, the expenses of liquidation and the debts of the Partnership will not be deducted to from any Capital account funds unless loans against that fund owed to General Partner are outstanding at time of liquidation.

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

13.2. Reports. Each Partner shall be furnished monthly by the Partnership with (i) account balance statement.

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

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

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

13.6. Fiscal Year. The fiscal year of the Partnership for both accounting and federal income tax purposes shall be the calendar year.

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____

Thurman P. Bryant, III/ President & CEO

Holly Rae Peters (Limited Partner) _____

Individual/Limited Partner

SCHEDULE A. Attached

SCHEDULE A.

PARTNERS' NAMES, ADDRESSES, CAPITAL CONTRIBUTION AND CAPITAL OWNERSHIP

Name	Capital Contribution	%Owned
Holly Rae Peters	$100,000.00	100%
- 11615 Moreno Ave., Lakeside, CA 92040		
Bryant United Capital Funding, Inc.	$0.00	0%
- 24044 Cinco Village Center Blvd., Suite 100, Katy, TX 77494		

- NOTHING ELSE FOLLOWS OR ATTACHED -

GENERAL PARTNERSHIP AGREEMENT

OF

BRYANT UNITED CAPITAL FUNDING, INC.

THIS GENERAL PARTNERSHIP AGREEMENT of Bryant United Capital Funding, Inc., effective as of March 9, 2012, by and between **Bryant United Capital Funding, Inc.** (General Partner/Managing Partner), and **Joseph G. Solis and Dana D. Solis** (Limited Partner(s)).

ARTICLE I.

CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

1.7. Cash from Sales, Financing or Condemnation.

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

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

1.10. Managing Partner. Bryant United Capital Funding, Inc

1.11. Partner or Partners. Joseph G. Solis and Dana D. Solis

1.12. Partnership. Bryant United Capital Funding, Inc, a Texas Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II.

FORMATION OF PARTNERSHIP

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

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

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

ARTICLE III.

BUSINESS OF THE PARTNERSHIP

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

ARTICLE IV.

ADDRESS OF THE PARTIES

4.1. Principal Place of Business. The chief executive office and principal place of business of the Partnership shall be maintained at 24044 Cinco Village Center Blvd. Suite 100, Katy, TX 77494. The Partners may from time to time change such office and principal place of business. The Partners may establish additional places of business of the Partnership when and where required by the Partnership's business.

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

ARTICLE V.

TITLE

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

ARTICLE VI.

CONTRIBUTION TO CAPITAL AND STATUS OF PARTNERS

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

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

6.2.1 Initial Preserved Capital $100,000.00- with the guaranteed annual Distribution of $42,000.00 (USD) or monthly distribution rate of $3,500.00 (USD) starting on May 5th, 2012, and will remain such return for the remaining of the first 12 consecutive months from the first Disbursement date of January 3rd, 2012. All partners agree at the expiration of the first 12 months from first disbursement date above (January 3, 2012), the annual Distribution becomes $30,000.00 (USD) or monthly distribution rate of $2,500.00 (USD) throughout the duration of investment term. Any or all reinvested capital will grow at a 30% per year rate and maintain the 30% Growth per year until "Limited Partner(s)" elects to remove initial investment amount in full. All initial investment and any and all reinvested growth are retained in a secure escrow account for the benefit of the Limited Partner. No risk to capital account is expressed or implied by General/Managing Partner.

6.3. Additional Capital Contributions. Additional Contributions can be added at any time including reinvested earnings.

6.4. No Default implied in Obligations To Make Additional Capital Contributions

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

6.6. Withdrawal and Return of Capital. Withdrawal of capital plus any and all capital growth will be disbursed within 60 days from the initial request- paid on the next 5th of the following pay month.

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

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

ARTICLE VII.

DISTRIBUTIONS

7.1. Distributions: as described in Article VI Section 6.2.1

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

ARTICLE VIII.

ALLOCATION OF PROFITS FOR INCOME TAX AND ACCOUNTING PURPOSES

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

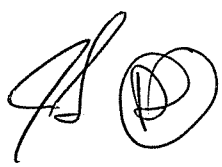
Notwithstanding the foregoing, the Profits shall be allocated among the Partners such that the Profits allocated to any Partner pursuant to this Section shall, to the extent possible, not exceed the maximum amount disclosed In Section 6.2.1 of disclosed document.

8.3. Special Allocations. No Special Allocations implied or expressed.

ARTICLE IX.

MANAGEMENT OF THE PARTNERSHIP

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



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

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

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

9.5. Duties and Obligations of the Partners.

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

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

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

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

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

ARTICLE X.

DISPOSITION OF PARTNERSHIP INTERESTS

10.1. Restrictions.

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

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

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

10.2. Admission of Substitute Partner.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI.

DISSOCIATION OF A PARTNER

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

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

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

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

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

11.1.2.3 Within 60 days after the Partnership notifies a corporate Partner that it will be expelled because it has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, there is no revocation of the certificate of dissolution or no reinstatement of the corporate Partner's charter or the corporate Partner's right to conduct business; or

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

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

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

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

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

11.1.4 The Partner's:

11.1.4.1 Becoming a debtor in bankruptcy;

11.1.4.2 Executing an assignment for the benefit of creditors;

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

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

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

11.1.5.1 The Partner's death;

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

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

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

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

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

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

11.2. Purchase of Dissociated Partner's Partnership Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

11.3. Wrongful Dissociation.

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

11.3.1.1 Withdraws by express will, unless the withdrawal follows within 60 days after another Partner's dissociation under Sections 11.1.4 through 11.1.8 hereof or wrongful dissociation under this Section;

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

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

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

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

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

ARTICLE XII.

DISSOLUTION

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

12.1.1 The expiration of Sixty (60) days after a Partner's dissociation under Sections 11.1.4 through 11.1.8 or by wrongful dissociation under Section 11.3, unless before such time a majority in interest of the remaining Partners agree to continue the Partnership;

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

12.1.3 The expiration of the term of the Partnership;

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

12.1.5 An event which makes it unlawful for all or substantially all of the business of the Partnership to be continued which is not cured within Sixty (60) days after notice to the Partnership of such event; or

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

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

12.3. Procedure in Dissolution and Liquidation.

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

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

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

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

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

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

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

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

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

ARTICLE XIII.

BOOKS AND RECORDS: REPORTS

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

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

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

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

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

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

ARTICLE XIV.

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTNERS:

Bryant United Capital Funding, Inc.

by: _____

Thurman P. Bryant, III/ President & CEO

Joseph G. Solis (Limited Partner): _____

Individual/Limited Partner

Dana D. Solis (Limited Partner): _____

Individual/Limited Partner

SCHEDULE A. Attached

EXHIBIT A-2

To: 'Joe Solis'[joes@sky-pix.com]
From: Tai Bryant, CEO
Sent: Tue 10/11/2011 1:35:14 AM
Subject: RE: Questions about partnership
Bryant Questions.doc

Good evening Joe;

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

Trey Bryant, III
President & CEO | **BRYANT UNITED CAPTITAL FUNDING, INC**
Direct 281.299.5311 | Office 866.580.3525| Fax 281.860.7651 | tbryant@bryant**UNITED**.com

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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

A quick review

Bryant United Capital Funding, Inc.(Bryant) (Correction: Bryant Financial/Bryant United Holdings) is a wholesale mortgage company that makes mortgage loans to financial institutions to fund their closings. Bryant United Capital Funding, Inc. is the Escrow Intity that funds the Escrow account to investors. Bryant does this by allowing clients to access it's line of credit for required funds. This is referred to as a "K"lick. Bryant has a 6:1 credit (Not Correct)- rather Lending rating through the Federal Government (Not Correct)- rather our whole group Wammel Group- LLc. which enables Bryant to loan six times the available funds in the wholesale mortgage account. The fee for extending the loan is $675 regardless of the amount, and is considered a funding fee. The loan must then be repaid within 48 hours. In August 2011, Bryant did approximately 2600 clicks, and was on line to accomplish the same in September 2011 (2804).

In circa 2007, Bryant formed a program to allow it's employees to open capital accounts in the wholesale mortgage company in lieu of a 401K retirement account (we do not have a 401 account) we allowed private deposits/investors into the account for growth benefit. The program proved successful, and was extended by private invitation to equity investors (Partners) to open capital accounts (Not Correct)- Invest in Escrow Account- not individual accounts. There are currently 19 Current Partners (4 are outstanding with initial deposits), the first of whom was your Correction: father/ My Father was not our first investor he was the First private investor we offered- Randi Cahill was our first true investor.

Bryant offers to pay Partners 30% per annum on the balance in the Partner's capital account. The exception being that an initial capital account of $200,000 or more will be paid 42% for the first year, and then 30% thereafter. Capital accounts can be increased at the beginning of each month by additional contributions by the Partner.

Sixty days following the opening of a capital account, Partners will have earned dividends/Disbursments deposited into a central holding account that receives all revenues from the Earnings of the wholesale mortgage lending activity. No single individual accounts are created. However, upon written request from a Partner, accrued dividends can be requested and received by Partner within 5 to 7 days?? I don't think I understand this sentence. At the end of each contract year a Partner can choose to have all their accrued dividends added to their capital account. Should a Partner choose to withdraw funds from their capital account, all requested funds will be returned to Partner within 60 days of such request- To the next payment date. Bryant warrants there are no risks, expressed or implied.

That in a nut shell, here are some questions:

Who extends the 6:1 line of credit for you to makes loans on? Wammel Group LLc.- Private equity Firm.

What federal regulation is this under? Not under and current Federal Regulations. If so, I am not aware of the regulation number.

How much of the monthly activity (Klicks) is from your mortgage company? About 90/month

You indicated that for each transaction you pay $200, to whom is this paid? Wammel Group, LLc.

Where is the wholesale mortgage account held? Wells Fargo Bank. NA

At the end of each cycle, where are the revenues accumulated and deposited? They Are deposited to our pay account at Wells Fargo- Then Disbursed to our investors account per request.

Is a reserve required to be maintained to meet all individuals dividends allotments? NO

Is this a SEC approved Business? No- We are private equity- not Public

Once a capital account is opened, how often can you add to it? We/you can add to it at anytime. However any new deposits do not go into effect for the first 21 days of deposit and disbusrments are increased by the next billing cycle of the 60 day.

Are the names and contact information of other contributors available? Case by Case- We respect the privacy of each one of our members. We will be more than happy to ask each one individually if they would allow us to share the information for contact purposes. Most I am sure would not mind. Each person I have a close and personal relationship with…

To: tbryant@bryantunited.com[tbryant@bryantunited.com]
From: Joe Solis
Sent: Tue 10/25/2011 4:46:09 PM
Subject: Re: Questions about partnership

Trey:

Thanks again for your promt response. We will be in touch with you soon.

Joe

----- Original Message -----
From: T.P Bryant, CEO
To: 'Bryant, Sonny - FNS'
Cc: 'Joe Solis'
Sent: Monday, October 24, 2011 6:44 PM
Subject: FW: Questions about partnership

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 promt 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 challanging to process the complexity of the nature of the business along with all her daily responsibilities. As well, I find myself challenged with explinations 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 CAPTITAL FUNDING, INC**
Direct 281.299.5311 | Office 866.580.3525| Fax 281.860.7651 | tbryant@bryant**UNITED**.com

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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 B

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.	§ §	Case 04:17-CV-00336-ALM

DECLARATION OF BRANDI KLEINMAN IN SUPPORT OF THE RECEIVER'S RESPONSE TO BRYANT DEFENDANTS' MOTION TO DISSOLVE/SUSPEND TEMPORARY RESTRAINING ORDER AND ORDER APPOINTING RECEIVER

I, Brandi Kleinman, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a Vice President with Veritas Advisory Group, Inc. ("**Veritas**") in Dallas, Texas. I am a Certified Public Accountant and certified in Financial Forensics, and a member of the American Institute of Certified Public Accountants. I am a member in good standing of the Texas State Board of Public Accountancy. There are no disciplinary proceedings pending against me.

2. I am an accountant hired to assist Jennifer Ecklund, the Court-appointed Receiver

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**") in this case.

3. I submit this Declaration in support of the *Receiver's Response to Bryant Defendants' Motion to Dissolve/Suspend Temporary Restraining Order and Order Appointing Receiver*.

4. As part of my work, my team and I have found that investor funds were, in most instances, deposited into the account of Bryant United Capital Funding, Inc. ("**BUCF**") and then disbursed as directed by Bryant.

5. The evidence provided to Veritas by the Receiver to date has shown that no secure escrow accounts existed and the money was invested with the Wammel Group in options trading and not in any mortgage-related investment programs; moreover, Investors have not and will not receive their original investment with a 30% return.

6. Monies received by the Bryant Defendants and Wammel Defendants from Investors in BUCF and the Wammel Group were ultimately commingled together and either lost or re-distributed.

7. Over the days subsequent to my engagement, I obtained from the Receiver documents, financials, and bank records of the Defendants and other documents relating to the Defendants' business operations.

8. Attached in support of these statements as Exhibits B-1 through B-3 are true and correct copies of the following summaries, which have informed my opinions herein:

1. Veritas Summary of Sources of Income and Deposits for Bryant United Capital Funding, Inc. Account 9692
2. Veritas Summary of Investor Funds and Returns Transferred Between BUCF and the Wammel Group
3. Veritas Summary of Uses of Income and Deposits for Bryant United Capital Funding, Inc. 9692

9. Except as otherwise indicated, all facts set forth in this Declaration are based on my personal knowledge and my involvement as a Retained Professional in the above-captioned case.

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

Executed on September 5, 2017 at Dallas, Texas.

Brandi Kleinman

Brandi Kleinman

EXHIBIT B-1

SEC v. Bryant III and BUCF

Sources of Income and Deposits for Bryant United Capital Funding Inc. Account 9692

	2011	2012	2013	2014	2015	2016	2017	Total	Percentage of Total
Investor Fund Deposits	$1,175,000	$1,738,262	$1,751,000	$3,487,343	$6,765,958	$6,669,199	$1,415,000	$23,001,762	56.36%
Wammel Transfers	302,885	1,481,377	1,530,887	2,249,182	3,228,299	4,461,548	2,108,355	15,362,533	37.64%
Bryant Entity/Mortgage Activities	79,344	140,166	188,554	201,025	242,363	249,934	43,560	1,144,947	2.81%
Cash Deposit	8,000	8,200	7,290	207,400	350,700	7,600		589,190	1.44%
Check Card Refunds	179	4,298	7,388	29,750	7,160	222,718	1	271,493	0.67%
Unknown	63,091			90,000		17,000		170,091	0.42%
Transfers from Other Accounts		94,515	15,000		5,000	13,810	2,950	131,275	0.32%
Other	2,992	2,394	7,530	56,325	33,461	12,066		114,769	0.28%
Proliquidation Transfers					10,232	9,086		19,317	0.05%
Real Estate	5,981			927				6,909	0.02%
Total Fund Sources	**$1,637,472**	**$3,469,212**	**$3,507,648**	**$6,321,953**	**$10,643,174**	**$11,662,961**	**$3,569,866**	**$40,812,286**	**100.00%**

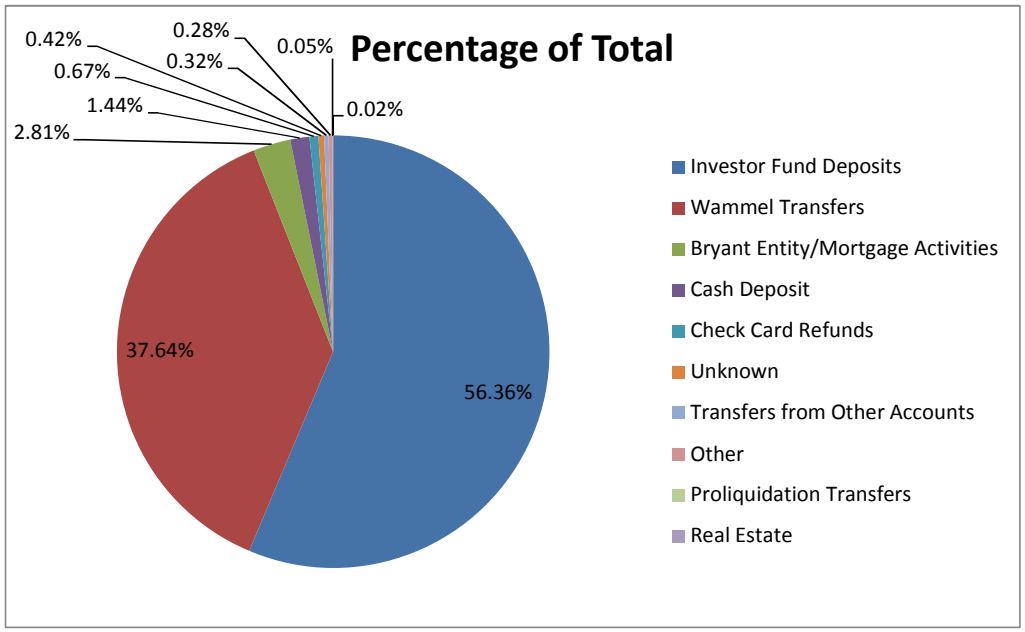

EXHIBIT B-2

Tentative and Preliminary
For Discussion Purposes Only

Exhibit 1
Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Summary of Investor Funds and Returns Transferred Between Bryant United Capital Funding, Inc. and Wammel Group LLC

Investor Funds Transferred from Bryant United Capital Funding, Inc. to Wammel Group LLC 7/1/2011 through 4/30/2017 [a][b][c]	$16,229,944
Expected Returns through 4/30/2017 [1][3][a]	$11,825,997
Transfers of Purported Returns from Wammel Group LLC to Bryant United Capital Funding, Inc. through 4/30/2017 [2][4][b][c][d]	($15,887,588)
Investor Principal that Should be Held by Wammel Group LLC	**$12,168,353**

Sources:

[a] **Exhibit 2**

[b] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[c] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017

[d] **Exhibit 3**

[e] General Partnership Agreement of Wammel Group Holdings effective as of 5/26/2010 by and between Wammel Group LLC and Bryant United Holdings Inc.

Notes:

[1] Investment expected returns are based on the amount of investor funds Bryant United Capital Funding, Inc. transferred to Wammel Group LLC and an assumed monthly return of 2.5%, or 30% annual rate return, through April 2017. Some investors may have received more or less than a 30% rate of return according to the Bryant United Capital Funding Inc. Monthly Investor Statements

[2] It appears these transfers correspond to expected monthly returns on investments held by Wammel Group LLC.

[3] To the extent that earnings were reinvested, this calculation does not include earnings on or reinvested funds amount held by Wammel.

[4] For purposes of this calculation, expected returns are calculated on the amounts transferred to Wammell. The transfers beteween BUCF and Wammel may be different than the amount of investor funds originally deposited by investors to BUCF and the amount paid by BUCF to investors.

EXHIBIT B-3

Exhibit 1

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Bryant United Capital Funding Inc. Uses of Commingled Funds

Transfers of funds to Arthur Wammel and Wammel Group LLC [a][b]	$16,229,944
Transactions Related to Potential Personal Expenses [a][c]	4,342,794
Transfer of funds to Carlos Goodspeed and Top Agent Entertainment [a][d]	1,370,000
Transactions Related to Bryant United Holdings Inc. Expenses [a][e]	797,389
Transfer of funds to Thurman "Sonny" Bryant Jr. [a][f]	140,000
Total Personal Use of Funds and Transfers to Relieft Defendants	**$22,880,128**

Source:

[a] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

[b] **Exhibit 2**

[c] **Exhibit 3**

[d] **Exhibit 4**

[e] **Exhibit 5**

[f] **Exhibit 6**

Exhibit 2

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Transfer of Funds from Bryant United Capital Funding Inc. to Wammel Group LLC

Transfer Date [a][b]	Amount Transferred from BUCF to Wammel [a][b]	Withdrawal Type
8/19/2011	$120,000	Check
9/7/2011	620,000	Check
11/16/2011	300,000	Check
12/5/2011	50,000	Wire Transfer
12/8/2011	100,000	Wire Transfer
1/10/2012	50,000	Wire Transfer
2/3/2012	160,000	Wire Transfer
2/6/2012	150,000	Wire Transfer
3/13/2012	200,000	Wire Transfer
4/9/2012	100,000	Wire Transfer
4/10/2012	200,000	Wire Transfer
5/1/2012	50,000	Wire Transfer
6/6/2012	100,000	Wire Transfer
7/5/2012	50,000	Wire Transfer
8/10/2012	250,000	Wire Transfer
8/13/2012	50,000	Wire Transfer
9/5/2012	150,000	Wire Transfer
2/6/2013	230,000	Wire Transfer
2/8/2013	50,000	Wire Transfer
3/8/2013	30,428	Check
4/9/2013	68,440	Wire Transfer
4/24/2013	230,000	Wire Transfer
6/11/2013	80,000	Wire Transfer
7/10/2013	210,000	Wire Transfer
10/8/2013	190,000	Wire Transfer
11/12/2013	140,000	Wire Transfer
1/10/2014	94,400	Wire Transfer
1/21/2014	240,000	Wire Transfer
1/28/2014	50,000	Wire Transfer
2/11/2014	40,000	Wire Transfer
3/3/2014	100,000	Wire Transfer
3/5/2014	250,000	Wire Transfer
3/7/2014	100,000	Wire Transfer
3/10/2014	50,000	Wire Transfer
4/4/2014	48,990	Wire Transfer
4/9/2014	40,000	Wire Transfer

Exhibit 2

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Transfer of Funds from Bryant United Capital Funding Inc. to Wammel Group LLC

Transfer Date [a][b]	Amount Transferred from BUCF to Wammel [a][b]	Withdrawal Type
6/6/2014	250,000	Wire Transfer
6/9/2014	150,000	Wire Transfer
6/11/2014	100,000	Branch Withdrawal
7/1/2014	240,090	Wire Transfer
8/6/2014	50,000	Wire Transfer
8/8/2014	200,000	Wire Transfer
9/8/2014	50,000	Wire Transfer
10/9/2014	50,000	Wire Transfer
10/14/2014	50,000	Wire Transfer
10/16/2014	150,000	Wire Transfer
11/3/2014	75,950	Wire Transfer
12/4/2014	79,996	Wire Transfer
12/8/2014	100,000	Wire Transfer
12/24/2014	50,000	Wire Transfer
1/12/2015	100,000	Wire Transfer
1/27/2015	200,000	Wire Transfer
2/3/2015	200,000	Wire Transfer
2/9/2015	150,000	Wire Transfer
2/10/2015	200,000	Wire Transfer
2/12/2015	50,000	Wire Transfer
2/17/2015	100,000	Wire Transfer
3/5/2015	100,000	Wire Transfer
3/11/2015	50,000	Wire Transfer
3/12/2015	250,000	Wire Transfer
3/16/2015	100,000	Wire Transfer
4/9/2015	250,000	Wire Transfer
4/10/2015	150,000	Wire Transfer
4/27/2015	100,000	Wire Transfer
5/6/2015	50,000	Wire Transfer
6/8/2015	250,000	Wire Transfer
6/9/2015	115,000	Wire Transfer
7/6/2015	250,000	Wire Transfer
7/8/2015	250,000	Wire Transfer
7/9/2015	250,000	Wire Transfer
8/11/2015	220,000	Wire Transfer
9/10/2015	250,000	Wire Transfer

Exhibit 2

Tentative and Preliminary
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SEC v. Bryant III and BUCF

Transfer of Funds from Bryant United Capital Funding Inc. to Wammel Group LLC

Transfer Date [a][b]	Amount Transferred from BUCF to Wammel [a][b]	Withdrawal Type
9/21/2015	100,000	Wire Transfer
10/7/2015	1,250,000	Branch Withdrawal
11/10/2015	180,000	Wire Transfer
12/9/2015	100,000	Wire Transfer
1/7/2016	245,000	Wire Transfer
2/10/2016	175,000	Wire Transfer
2/12/2016	150,000	Check
2/23/2016	100,000	Wire Transfer
3/14/2016	585,000	Check
3/24/2016	200,000	Check
4/11/2016	600,000	Check
5/5/2016	146,650	Wire Transfer
5/9/2016	70,000	Wire Transfer
5/10/2016	130,000	Wire Transfer
5/13/2016	150,000	Wire Transfer
7/6/2016	210,000	Wire Transfer
7/11/2016	200,000	Wire Transfer
8/15/2016	165,000	Wire Transfer
9/9/2016	615,000	Check
9/12/2016	135,000	Wire Transfer
10/6/2016	130,000	Wire Transfer
10/12/2016	100,000	Wire Transfer
11/7/2016	70,000	Wire Transfer
11/10/2016	100,000	Wire Transfer
12/9/2016	150,000	Wire Transfer
Total	**$16,229,944**	

Sources:

[a] Bryant United Capital Funding, Inc. Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

[b] Wammel Group LLC Wells Fargo Bank statements for account 6981199950 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

Exhibit 3

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Thurman Bryant III Summary of Personal Expenses

Category	Amount
ATM Withdrawal	$57,064
Branch Store Withdrawal	184,698
Transfer to Bryant USAA 4495 [1]	230,295
Rent [2]	725,273
Home Upgrades/Furnishings [3]	688,937
Check Card Purchases [7]	604,952
POS Purchases	114,516
Recurring Debits [7]	29,162
Purchase Authorized [7]	688,278
Recurring Payments [7]	33,833
Paypal Transactions	57,938
Loan and Credit Card Payments [5]	617,277
Monthly Expenses and Services [6]	310,570
Total Misappropriation for Personal Expenses	**$4,342,794**

Source:

[a] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

Note:

[1] Transfers sent to Thurman Bryant III USAA checking account 137354495

[2] Payments made to Lago Verde mortgage and Patrick Fallon rent.

[3] Payments made to 6009 Parker LLC, Absolutely Bushed, Adooring Designs, Advanced Energy Films, Alejandro Morales, Alvino Lopez, Art Infusion, LLC, Barry Mace, Bedazzled, Bellagio Interiors, Big Bear AC and Heating, Carter Hines, DFW Pools, Diamond Cut Garage Floors, Faux Factory, Francisco Manriquez, Jimmy Shearer, John Caraballo, Jonathan Holland, Marlin Landscape Services, Martin Ayaenegni, Misti Thomas, Overhead, Rudy Ledesma, Ryan Duffy, Shaun Shearer, Shutter-Up Blinds and Shutters, Signatures Floors, Stonecoat, Strickly H2O, Tee-Up Lawn Care, The Design Firm, LLC, Tomas Mora, Yard Art.

[4] Payments made to employees Lindsay Ingalls and Toysha Armstrong.

[5] Ally Financial, American Express, Bankdirect Credit Card, Bill Pay Wells Fargo, Billmatrix, Bank of America, Cardmember Services, Chase Epay, Citi Card Payment, Conn Appliances, Easy Pay Finance, Fed Loan Servicing Student Loan, GE Capital Payment, GM Lease, Nfm Payment, The Business Bank of St. Louis, USAA Credit Card, USAA Loan Payment

[6] Ambit Energy, AT&T Payment, Coserv Electric, CP Energy, DirecTV, Freddie MAC, Ft. Bend Co. MUD #133, Humana Insurance, Legacy Christian Facts, Ngic, Prog County Mutual Insurance Premium, Starwood Montessori, The Mansions of Prosper, Time Insurance Payment, Time Warner Cable, Villas of Chapel Web Pmts, Verizon Wireless, West Houston Medical Center.

[7] Bryant United Holdings Inc. expenses are not included in the total. See **Exhibit 5 and 5.1.**

Exhibit 4

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Transfers from Bryant United Capital Funding Inc. to Top Agent Entertainment

Transfer Date	Amount	Withdrawal Type
1/17/2017	$100,000	Wire Transfer
1/23/2017	50,000	Wire Transfer
2/8/2017	620,000	Wire Transfer
3/9/2017	200,000	Wire Transfer
3/13/2017	400,000	Wire Transfer
Total	**$1,370,000**	

Source:

[a] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

Note:

[1] Transfers from Bryant United Capital Funding Inc. were made to Mr. Top Agent Entertainment Comerica Basic Business Checking account 1881906232.

Exhibit 5

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Transactions Related to Bryant United Holdings Inc. Expenses

Category	Amount
Calyx Software	$4,527
Kroll Factual Data	4,900
Leadpress LLC	4,008
Texas Listing Service	3,475
TLC Office Systems	8,215
Titan Business Suites	5,825
Vanderpool Management	2,740
Bobby G Partin	400
J.F. Sullivan	125
Lonnie Bailey	5,000
Trimavin-Appraisal Mgm	450
Houston Association of Realtors	1,903
Mortgage License - Nmls	225
Plaza Home Mortgage, Inc.	100
Realtor Association	5,064
Texas Real Estate Commission	1,264
Intuit Quickbooks Pro	2,304
Kim Peswell	860
Lindsay Ingalls	721,347
Mistie Guerin	1,600
Toysha R. Armstrong	23,057
Total Amount Related to Bryant United Holdings Inc. Expenses	**$797,389**

Source:

[a] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

Note:

[1] Transfers sent to Thurman Bryant III USAA checking account 137354495

[2] Payments made to Lago Verde mortgage and Patrick Fallon rent.

[3] Payments made to 6009 Parker LLC, Absolutely Bushed, Adooring Designs, Advanced Energy Films, Alejandro Morales, Alvino Lopez, Art Infusion, LLC, Barry Mace, Bedazzled, Bellagio Interiors, Big Bear AC and Heating, Carter Hines, DFW Pools, Diamond Cut Garage Floors, Faux Factory, Francisco Manriquez, Jimmy Shearer, John Caraballo, Jonathan Holland, Marlin Landscape Services, Martin Ayaenegni, Misti Thomas, Overhead, Rudy Ledesma, Ryan Duffy, Shaun Shearer, Shutter-Up Blinds and Shutters, Signatures Floors, Stonecoat, Strickly H2O, Tee-Up Lawn Care, The Design Firm, LLC, Tomas Mora, Yard Art.

[4] Payments made to employees Lindsay Ingalls and Toysha Armstrong.

[5] Ally Financial, American Express, Bankdirect Credit Card, Bill Pay Wells Fargo, Billmatrix, Bank of America, Cardmember Services, Chase Epay, Citi Card Payment, Conn Appliances, Easy Pay Finance, Fed Loan Servicing Student Loan, GE Capital Payment, GM Lease, Nfm Payment, The Business Bank of St. Louis, USAA Credit Card, USAA Loan Payment

[6] Ambit Energy, AT&T Payment, Coserv Electric, CP Energy, DirecTV, Freddie MAC, Ft. Bend Co. MUD #133, Humana Insurance, Legacy Christian Facts, Ngic, Prog County Mutual Insurance Premium, Starwood Montessori, The Mansions of Prosper, Time Insurance Payment, Time Warner Cable, Villas of Chapel Web Pmts, Verizon Wireless, West Houston Medical Center.

Exhibit 6

Tentative and Preliminary
For Discussion Purposes Only

Privileged and Confidential
Prepared at the Direction of Counsel

SEC v. Bryant III and BUCF

Transfers from Bryant United Capital Funding Inc. to Thurman "Sonny" Bryant Jr.

Transfer Date	Amount	Withdrawal Type
4/4/2017	$120,000 [1]	Cashier's Check and Withdrawal
4/4/2017	20,000	Cashier's Check
Total	**$140,000**	

Source:

[a] Bryant United Capital Funding Wells Fargo Bank statements for account 1916549692 and corresponding checks, deposits, withdrawals, and wire transfers from 7/1/2011 - 4/30/2017.

Note:

[1] The amount withdrawn from account 1916549692 shows $100,000 being transferred to Thurman Bryant Jr. via cashier's check. The use of the remaining $20,000 in funds remains unclear.

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION	:	DOCKET NO. 4:17CV336
VS.	:	SHERMAN, TEXAS
	:	AUGUST 2, 2017
THURMAN P. BRYANT, III, ET AL	:	9:10 A.M.

INJUNCTION HEARING
BEFORE THE HONORABLE AMOS L. MAZZANT,
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR THE RECEIVER:
MR. TIMOTHY E. HUDSON
MR. WILLIAM L. BANOWSKY
MS. MACKENZIE SIMPSON WALLACE
THOMPSON & KNIGHT
1722 ROUTH STREET, SUITE 1500
DALLAS, TEXAS 75201

FOR THE PLAINTIFF:
MR. JASON PATRICK REINSCH
MR. TIMOTHY L. EVANS
MS. JESSICA B. MAGEE
SECURITIES & EXCHANGE COMM
801 CHERRY, SUITE 1900
FORT WORTH, TEXAS 76102

FOR DEFENDANT BRYANT:
MR. THURMAN P. BRYANT, III
PRO SE

FOR DEFENDANT WAMMEL:
MR. TOBY M. GALLOWAY
MR. EZRA KUENZI
KELLY HART & HALLMAN
201 MAIN, SUITE 2500
FORT WORTH, TEXAS 76102

MR. JAMES MADISON ARDOIN, III
ARDOIN LAW
2118 SMITH STREET
HOUSTON, TEXAS 77002

COURT REPORTER: MS. JAN MASON
OFFICIAL REPORTER
101 E. PECAN #110
SHERMAN, TEXAS 75090

PROCEEDINGS REPORTED BY MECHANICAL STENOGRAPHY, TRANSCRIPT PRODUCED BY COMPUTER-AIDED TRANSCRIPTION.

Q. -- money you raised from your investors is invested in Wammel Group Holdings Partnership, correct?

A. That is correct.

Q. And who manages Wammel Group Partnership?

A. Wammel Group would be the managing partner, if I remember how it was written.

Q. And who is the managing partner of Wammel Group, LLC?

A. Arthur Wammel.

Q. Do you know Mr. Wammel?

A. Yes, I do.

Q. How long have you known Mr. Wammel?

A. I would be guessing to answer the question, but for a significant amount of time. Maybe since 2007, maybe 2006. I've known him for awhile.

Q. Did I understand -- let me make sure I asked. Are you currently employed?

A. I own a company, sir.

Q. And are you still operating Bryant United Financial Capital?

A. Yes, that is our mortgage company, sir.

Q. All right. Are you soliciting new business today?

A. I do not solicit business, sir. I'm the operating manager of it.

Q. What is the business of Bryant United Capital Funding?

A. To originate and fund mortgage loans.

Q. And you represented to them at no time that that initial capital would ever be put at investment risk, correct?
A. Not solely and wholly, but the majority of it, that is correct.
Q. All right. And you also represented to those investors that you would provide them a 30 percent annual return on their money, correct?
A. That is 100 percent correct, yes.
Q. All right. And when you received the money from the investors, did you send the majority of that money to Arthur Wammel?
A. Yes, sir, other than counter balances, I sent 100 percent of the money to Arthur Wammel, to my recollection.
Q. And what did you understand Mr. Wammel was going to do with that money?
A. He was going to invest it in a series of different investments, and he was going to generate a return equal to -- at least equal to the amount that we guaranteed. Anything above that is in question of what we get paid 50-50. We split any profits on top of those earnings that are guaranteed 50-50.
Q. Okay. So your agreement with Mr. Wammel was you would take -- you would receive funds from investors and then you would transmit them to Mr. Wammel to invest in various

BY MR. BANOWSKY:

Q. Mr. Bryant, did you ever mislead any of your investors with regard to the use of their funds?

A. I plead the Fifth on that at this particular time.

MR. BANOWSKY: That's all the questions I have.

THE COURT: Any questions from the SEC?

MR. REINSCH: Nothing, Your Honor.

THE COURT: Any questions from the Wammel Group?

MR. ARDOIN: Briefly, Your Honor.

C R O S S E X A M I N A T I O N

BY MR. ARDOIN:

Q. Good morning, Mr. Bryant.

A. Good morning.

Q. My name is Jimmy Ardoin. I represent Arthur Wammel. The first time you and I met was this morning here at counsel table, correct?

A. That's correct, yes, sir.

Q. You and I have never spoken before today, right?

A. That is correct.

Q. I want to go over some of the stuff that you were just asked by counsel for the Receiver. Now, you said you did not ever solicit any investors, correct?

A. That is correct.

Q. Is it also your position that you never made any false statements to any investors?

A. I believe I took the Fifth on that question.
Q. Okay. Are you invoking it again?
A. Ask the question again, Jimmy.
Q. Sure. Is it your position that you never made any false statements to any investors?
A. I plead the Fifth on that.
Q. Okay. Now, I want to focus briefly on Exhibit 7. Do you still have it up there? You answered a few questions about that I just want to clear up. You believed this was just an example?
A. I do not remember or recall 100 percent. I -- this is not a direct reflection of my statements or how I would have put them together, so -- my statements are consistent, so I -- the only thing I can do is an example. I know at one time Mr. Wammel asked me, innocently asked me for a copy of my statement. He asked me innocently. He asked me for a copy of my statement because he was not providing his investor group statements and he would like to and he knew I did to my investment group. I provided him a copy of it but it was an editable version of a copy.

I don't remember what the reasoning behind this would have been. There's no benefit to me. I don't benefit from Mr. Wammel's third party activities at all.

Q. Sure. You don't know if this was ever shown to anybody, do you?

A. Absolutely not, nor has he ever asked me to.

MR. ARDOIN: Pass the witness, Your Honor.

THE COURT: Any -- you have some additional questions, it looks like.

MR. BANOWSKY: Two questions.

THE COURT: Go ahead.

R E D I R E C T E X A M I N A T I O N

BY MR. BANOWSKY:

Q. Have you ever provided misleading information to your investors?

A. I have pled the Fifth on that question.

Q. Did you ever provide false information to your investors?

A. I have -- I am pleading the Fifth on that question.

Q. Have you always been completely truthful with your investors?

A. I plead the Fifth on that question.

Q. Have you always provided all material information to your investors?

A. As it was asked, yes, sir.

Q. Only if they asked though?

A. That is correct, sir.

Q. So if you had material information and they didn't ask about it, you did not disclose that to your investors, correct?

Q. You testified that you never benefit from the Wammel Group's activities, but isn't it true through the general partnership agreement of Wammel Group Holdings Partnership, the earnings that you were receiving were earnings off the combined amount from Mr. Wammel's investors and from your investors?

A. No, that was never assumed, no, sir, or understood or discussed, no, sir. As a matter of fact, I have evidence to prove opposite of that.

Q. Were any of your investor funds ever invested in mortgage related investments?

A. No, sir, they were not.

MR. BANOWSKY: Pass the witness.

THE COURT: Additional questions?

MR. ARDOIN: Briefly, Your Honor.

R E C R O S S E X A M I N A T I O N

BY MR. ARDOIN:

Q. Mr. Bryant, I just want to clear up one issue and that is this Wammel Group Partnership.

A. Yes, sir.

Q. There's been some discussion about that. Did that entity ever actually exist?

A. No, sir.

Q. Nothing was ever filed with the Secretary of State?

A. No, sir, not on my behalf, no, sir, not that I ever got

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.	§ §	Case 04:17-CV-00336-ALM

ORDER DENYING BRYANT DEFENDANTS'
MOTION TO DISSOLVE TEMPORARY RESTRAINING ORDER
AND SUSPEND OR DISSOLVE ORDER APPOINTING RECEIVER

On this date, the Court considered the Bryant Defendants' *Motion to Dissolve Temporary Restraining Order and Suspend or Dissolve Order Appointing Receiver* (the "**Motion**") [Dkt. No. 97], the responses, and the evidence.[1]

The Court, having considered the Bryant Defendants' Motion, the responses, and the supporting declarations and exhibits thereto, finds that the Bryant Defendants' Motion should be **DENIED**. Accordingly,

[1] All capitalized terms not expressly defined herein shall have the same meaning as ascribed in the Response.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The relief requested in the Bryant Defendants' Motion is **DENIED**.

IT IS SO ORDERED.