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Exhibit "A" – Partners; Series A Preferred Limited Membership

**PARTNERSHIP AGREEMENT of
OE CAPITAL VENTURES LLC a
member of
OE Capital Partners**

This Partnership Agreement of OE CAPITAL VENTURES LLC (the "Agreement") is entered into by and among OE Capital Partners, as (the "Partnership"), and _____, an Individual, as a Series A Preferred Limited Membership of the partnership ("Preferred Limited Member ").

RECITALS:

A. The Partnership and the Preferred Limited Member (the "Limited Partner") desire to form a Partnership under the laws of the State of Texas for the purposes described in Section 2.4.

B. In connection with the formation of such Partnership, the Partnership and the Preferred Limited Member wish to set forth their respective rights and obligations in this Agreement.

AGREEMENT:

Now therefore, in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Partnership and the Preferred Limited Member agree as follows:

ARTICLE I DEFINITIONS

1.1 **Terms Defined.** When used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means a Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question. The term "control," as used in the immediately preceding sentence, means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Business" has the meaning set forth in Section 2.4.

"Capital Account" has the meaning set forth in Section 3.3.

"Capital Contribution" means the cash and the fair market value of property other than cash (net of liabilities which the Partnership assumes or takes the property subject to) contributed to the capital of the Partnership by a Member.

"Cash Flow" means, for the period in question, the amount by which the aggregate cash receipts of the Partnership from any source (including loans and Capital Contributions) exceed the sum of the cash expenditures of the Partnership, as determined by the Partnership to be sufficient to meet the working capital requirements of the Partnership.

"Certificate" means the Certificate of Formation filed on behalf of the Master Partnership LLC (Optimal Economics Capital Partners LLC) with the Secretary of State of Texas in accordance with the TBOC and all other applicable statutes.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations thereunder.

"Fund" has the meaning set forth in Section 2.4(a).

"Liquidating Event" means the sale, condemnation, liquidation or exchange or individually or together with any similar transaction or transactions, results in the liquidation or disposition of all or substantially all of the Business and occurs in the course of liquidation of the Partnership or upon and with respect to which event the Partnership is dissolved and wound up and all payments, including payments on any promissory notes, have been received.

"Partnership" has the meaning set forth in Section 4.2(n).

"Partnership" means OE CAPITAL VENTURES LLC.

"Partners" means the Partnership and the Preferred Limited Member. "Partner" means either of the Partners.

"Person" means an individual, Partnership, joint venture, corporation, limited liability company, trust, estate or other entity or organization.

"Preferred Limited Member" means a Partner's interest, expressed as a percentage on Exhibit "A", in the income, gains, losses, deductions, tax credits, voting rights,

capital accounts and distributions of the Partnership as may be affected by the provisions of this Agreement and as may thereafter be adjusted.

"Preferred Limited Member" has the meaning set forth in Section 2.4(b).

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

"Section" means any section or subsection in this Agreement.

"Series A Preferred Limited Membership" means Preferred Limited Member.

"Service" means the Internal Revenue Service.

"TBOC" means the Texas Business Organizations Code in effect from time to time, as amended.

"the Partnership" means OE Capital Partners, a Texas partnership limited liability company, so long as such Person shall continue as a Preferred Limited Member of the Partnership, and any other Person who has been admitted as and continues to be, a Preferred Limited Member of the Partnership.

"Transfer" means a sale, transfer, conveyance, assignment, pledge, hypothecation, mortgage or other encumbrance or disposition.

"OERA" means Optimal Economics Risk Adjuster.

1.2 Number and Gender. Whenever the context requires, references in this Agreement to the singular number shall include the plural, and the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

ARTICLE II GENERAL

2.1 **Formation.** The Partners create and establish the Partnership as a Preferred Limited Membership Interests pursuant to the TBOC for the purposes described in Section 2.4. The Partnership shall execute and file on behalf of the Partners and the Partnership a Certificate in accordance with applicable statutory requirements in such offices and places as may be required by the laws of the State of Texas.

2.2 **Name.** The Business shall be conducted under the name "OE CAPITAL VENTURES LLC" or such other names as determined by the Partnership.

2.3 **Principal Place of Business; Registered Office; Registered Agent.** The principal place of business, the principal office and the registered office of the Partnership shall be at 1700 Pacific Ave, Suite 36800, Dallas, Texas 75201. The Partnership may change the principal place of business of the Partnership to any other place within the State of Texas upon ten (10) days written notice to the Preferred Limited Members. The registered agent shall be Optimal Economics Capital Partners, as the Master Partnership LLC for the Partnership.

2.4 **Purposes.** The purposes of the Partnership (the "Business") will be:

- (a) to acquire OERA Programs
- (b) to manage the acquisition and distribution of these assets for the Preferred Limited Members,
- (c) to conduct any lawful business determined appropriate by the Partnership.

2.5 **Term.** The Partnership shall continue until terminated pursuant to Section 10.1.

ARTICLE III CAPITAL CONTRIBUTIONS - PREFERRED LIMITED MEMBERS

3.1 **Initial Capital Contributions.** The Preferred Limited Member shall contribute cash to the Partnership in an amount not less than Fifty Thousand Dollars (\$50,000). The Partnership may contribute cash and contributions-in-kind up to \$250,000 to commence Partnership operations and form its initial managed fund, The Partnership.

3.2 **Additional Capital Contributions.** Additional capital contributions are not required of the Preferred Limited Member or the Partnership.

3.3 **Capital Accounts.** The Partnership shall establish and maintain a capital account ("Capital Account") for each Preferred Limited Member in accordance with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Except as otherwise provided in this Agreement, the Capital Account balance of each Preferred Limited Member shall be credited

(increased) by (a) the amount of cash contributed by such Preferred Limited Member to the capital of the Partnership, (b) the fair market value of property contributed by such Preferred Limited Member to the capital of the Partnership (net of liabilities secured by such property that the Partnership assumes or takes subject to under Code Section 752), and (c) such Partner's allocable share of Partnership income and gain (or items thereof) including income and gain exempt from federal taxation and income and gain attributable to adjustments to reflect book value pursuant to Regulations' Section 1.704-1(b)(2)(iv)(g), but excluding income and gain attributable to tax items that differ as a result of the revaluation of Partnership property as described in Regulations' Section 1.704-1(b)(4), and the Capital Account balance of each Preferred Limited Member shall be debited (decreased) by (a) the amount of cash distributed to such Partner, (b) the fair market value of property distributed to such Preferred Limited Member (net of liabilities secured by such property which the Preferred Limited Member assumes or takes subject to under Code Section 752), (c) such Partner's allocable share of expenditures of the Partnership described in Code Section 705(a)(2)(B), and (d) such Partner's allocable share of Partnership losses, depreciation and other deductions (or items thereof) including loss and deduction attributable to adjustments to reflect book value pursuant to Regulations' Section 1.704-1(b)(2)(iv)(g) but excluding expenditures described in (c) above and loss or deduction attributable to tax items that differ as a result of the revaluation of Partnership property or excess percentage depletion as described in Regulations' Section 1.704-1(b)(4)(i) and (ii). Notwithstanding the foregoing, a Partner's Capital Account shall not be adjusted to reflect gain or loss attributable to the disposition of property contributed by such Preferred Limited Member to the extent such Partner's Capital Account reflected such inherent gain or loss in the property on the date of its contribution to the Partnership.

3.4 Failure to Make Capital Contributions. If the Preferred Limited Member does not make all of its Capital Contributions as required under this Article III, then the Preferred Limited Member's Series A Preferred Limited Membership shall be proportionately reduced, automatically without the necessity of further action or documentation.

3.5 Preferred Limited Member Loans. A Partner, or an Affiliate of a Partner, may, but is not obligated to, loan or cause to be loaned to the Partnership such additional sums as the Partnership deems appropriate or necessary for the conduct of the Business. Loans made by a Partner, or an Affiliate of a Partner, shall be upon such terms and for such maturities as the Partnership deems reasonable in view of all the facts and circumstances and the repayment of which may be designated in priority to distributions of Cash Flow.

3.6 Other Matters Relating to Capital Contributions.

(a) Loans by either Preferred Limited Members to the Partnership shall not be considered Capital Contributions.

(b) No Preferred Limited Member shall be required to make Capital Contributions except to the extent expressly provided by this Article III.

(c) No Preferred Limited Member shall be entitled to withdraw, or to obtain a return of, any part of its Capital Contribution, or to receive property or assets other than cash in return thereof, and no Preferred Member shall be liable to any other Preferred Limited Member for a return of its Capital Contributions, except as provided in this Agreement.

(d) No Preferred Limited Member shall be entitled to priority over any other Partner, either with respect to a return of its Capital Contributions, or to allocations of taxable income, gains, losses or credits, or to distributions, except as provided in this Agreement.

(e) The Preferred Membership shall be paid a cumulative Preferred Return of 12% annually, paid quarterly, on the Preferred Limited Member's Capital Contribution commencing on 1/1/2016.

3.7 **Deficit Capital Account Balances.** Upon liquidation of the Partnership, no Preferred Limited Member with a deficit balance in its Capital Account will have any obligation to restore such deficit balance, or to make any Capital Contribution.

3.8 **Preferred Limited Member.** The Preferred Limited Member shall initially be as set forth on Exhibit "A."

ARTICLE IV RIGHTS AND POWERS OF THE PARTNERSHIP

4.1 **Duties of The Partnership.** The Partnership shall be solely responsible for the operation and management of the Business, and, except as otherwise expressly provided in this Agreement, shall possess all rights and powers generally conferred by applicable law or deemed by the Partnership as necessary, advisable or consistent in connection therewith.

4.2 **Illustrative Rights and Powers.** In addition to any other rights and powers which it may possess by law, the Partnership shall have all the specific rights, powers and authorities required or appropriate to the operation and management of the Business which, by way of illustration, but not by way of limitation, shall include the right and power:

(a) to perform any and all acts necessary or appropriate in connection with the Business as determined in the sole discretion of the Partnership;

(b) to take and hold all property and assets of the Partnership, real, personal and mixed, in the name of the Partnership;

(c) to negotiate, execute and deliver any and all instruments and agreements necessary or incidental to the conduct of the Business, and to amend or modify any such instruments;

- (d) to coordinate all accounting and clerical functions of the Partnership and to employ such accountants, lawyers, managers, agents and other management or service personnel as may from time to time be required to carry on the Business;
- (e) to negotiate, execute and deliver a management agreement, and any amendment or modification thereto, with any competent management company;
- (f) to commence, defend and settle litigation;
- (g) if a Transfer has occurred in accordance with this Agreement, to admit such transferee to the Partnership and to amend this Agreement to reflect such admission;
- (h) to obtain all financing (including renewals, modifications or extensions thereto) whether interim, permanent or otherwise for the Partnership, and to negotiate, execute and deliver any and all documents in conjunction therewith;
- (i) to approve any tax election;
- (j) except as otherwise expressly provided in this Agreement, to approve the Transfer by a Preferred Limited Member of its Preferred Limited Member;
- (k) to sell or dispose of the Business, or any portion thereof;
- (m) to effect the dissolution and termination of the Partnership; and

4.3 **Management of the Partnership.** The Partnership shall operate and manage the Partnership and the Business on a day-to-day basis and shall perform for the Partnership all such other management services with respect to the Partnership and the Business. Notwithstanding the foregoing, the Partnership is authorized, in its sole discretion, to employ (a) any competent management company as it shall select to perform said management services, and (b) or any other competent registered investment advisor to provide the Partnership and the Fund investment advisory services.

4.4 **Payment of Costs and Expenses.** The Partnership shall be responsible for paying all costs and expenses of forming and continuing the Partnership, owning, operating and conducting the Business, including, without limitation, costs of utilities, costs of furniture, fixtures, equipment and supplies, insurance premiums, property taxes, advertising expenses, accounting costs, legal expenses and office supplies. If any such costs and expenses are or have been paid by the Partnership, or any of its Affiliates, on behalf of the Partnership, then the Partnership (or its Affiliates) shall be entitled to be reimbursed for such payment so long as such cost or expense was reasonably necessary and was reasonable in amount.

4.5 **Exercise of Rights and Powers.** The Partnership shall endeavor to operate and manage the Business to the best of its ability, in a careful and prudent manner and in accordance with good industry practice. The authority of the Partnership to take any action required or permitted under the provisions of this Agreement shall in all respects be exercised in its sole and absolute discretion, and the Partnership shall be required to devote only such time to the performance of its duties and obligations to the Partnership as it shall, in its sole and absolute discretion, determine to be necessary or advisable. The Partnership shall be entitled to deal with its Affiliates in the performance of its duties and obligations under this Agreement, so long as the material terms and conditions of such dealings are not substantially different from the prevailing market terms, conditions and prices available from non-Affiliated third parties.

4.6 **Compensation.** Except as otherwise expressly provided in this Agreement, the Partnership and its Affiliates shall not be entitled to receive any compensation from the Fund. Notwithstanding the foregoing, the Preferred Limited Member acknowledges and agrees that the Partnership and its Affiliates may receive waterfall profits interest post satisfaction of the preferred return on 12% per annum due to the Preferred Limited Member compensation from the Fund. This waterfall participation will not be taken from the Preferred Limited Member share. This Section 4.6 does not in any way limit the Partnership's right to repayment of Preferred Limited Member loans pursuant to Section 3.5 or the right to reimbursement pursuant to Section 4.4.

4.7 **Liability.** The Partnership shall endeavor to perform its duties under this Agreement with ordinary prudence and in a manner reasonable under the circumstances. The Partnership shall not be liable to the Fund or the Preferred Limited Members for any loss or liability caused by any act, or by the failure to do any act, unless such loss or liability arises from the Partnership's intentional misconduct, gross negligence or fraud. In no event shall the Partnership be liable by reason of a mistake in judgment made in good faith, or action or lack of action based on the advice of legal counsel. Further, the Partnership shall in no event be liable for its failure to take any action unless it is specifically directed to take such action under the terms of this Agreement.

4.8 **Indemnification.** Upon the determination as set forth in Section 8.101 of the TBOC that such indemnification is permissible under Sections 8.101 through 8.106 of the TBOC, the Partnership (but not the Preferred Limited Members) hereby indemnifies and holds harmless any Person who is or was a Preferred Limited Member of the Partnership (and its Affiliates) against any and all losses, costs, expenses (including reasonable attorneys' fees), penalties, taxes, fines, settlements, damages and judgments resulting from the fact the Partnership was, is or is threatened to be named a defendant or respondent in a Proceeding because such Person was or is a Preferred Limited Member in the Partnership, EVEN IF SUCH LOSSES, COSTS, EXPENSES, ETC. WERE THE RESULT OF THE PARTNERSHIP'S OWN NEGLIGENCE. This indemnification shall only be effective if the Partnership (a) acted in good faith, (b) reasonably believed that in instances that the Partnership was acting in its official capacity that its conduct was in the Preferred Limited Members' best interest and in all other instances that the Partnership's conduct was not opposed to Preferred Limited Member's best

interests, and (c) in a criminal Proceeding, had no cause to believe its conduct was unlawful. This indemnification shall in no event be applicable to a Proceeding in which the Partnership has been found to be liable for intentional misconduct, gross negligence or fraud in the performance of the Partnership' duty to the Fund or the Preferred Limited Members.

4.9 **Tax Matters Partner.**

(a) The Partnership is hereby designated as the "tax matters partner" of the Partnership (as defined in the Code) and is authorized and required to represent the (at the Partnership' expense) in connection with all examinations of the Partnership' affairs by tax authorities, including resulting administrative and judicial Proceedings, and to expend Partnership' funds for professional services and costs associated therewith. The Preferred Limited Member agrees to cooperate with the Partnership and to do or refrain from doing any or all things reasonably required by the Partnership to conduct such proceedings. In addition, the Preferred Limited Member agrees that: (a) it will not file a statement under section 6224(c)(3)(B) of the Code prohibiting the tax matters Preferred Limited Member from entering into a settlement on its behalf with respect to Partnership items; (b) it will not form or become a member of a group of Partners having a five percent (5%) or greater interest in the profits of the Partnership under section 6223(b)(2) of the Code; and (iii) the Partnership is authorized to file a copy of this Agreement with the Service pursuant to section 6224(b) of the Code if necessary to perfect the Preferred Influx Limited Member's waiver of rights hereunder.

(b) As the tax matters partner, the Partnership will give notice to the Preferred Limited Member, within thirty (30) days (in advance, unless impossible), of:

(i) the receipt by the Partnership of notification from the Service of its intent to conduct an audit of the Partnership;

(ii) the receipt of final Partnership administrative adjustments pursuant to section 6223 of the Code;

(iii) any settlement by the Partnership with the Service on behalf of the Partnership;

(iv) notice of the Partnership' filing of a petition for judicial review of any final Partnership administrative adjustment or an appeal of a judicial decision;

(v) notice of the Partnership' decision not to file a petition for judicial review of any final Partnership administrative adjustment; and

(vi) any other information required by section 6223(g) of the Code.

(c) Subject to the limitations set forth in this Agreement, the Partnership is authorized to:

- (i) enter into a settlement agreement with the Service with respect to any tax audit or judicial review, in which agreement the Partnership may expressly state that the agreement will bind the Preferred Limited Member;
- (ii) file a petition for judicial review of a final administrative adjustment pursuant to section 6226 of the Code;
- (iii) intervene in any action brought by the Preferred Limited Member for judicial review of a final administrative adjustment;
- (iv) file a request for an administrative adjustment with the Service at any time and, if any part of the request is not allowed by the Service, to file a petition for judicial review with respect to the request; and
- (v) take any other action on behalf of the Preferred Limited Member or the Partnership in connection with any administrative or judicial tax Proceeding to the extent permitted by applicable law or regulations.

(d) The Fund shall reimburse the Partnership for all expenses incurred by it in connection with any administrative or judicial Proceeding with respect to the tax liabilities of the Preferred Limited Member.

ARTICLE V PREFERRED LIMITED MEMBER MATTERS

5.1 **Limitation of Liability.** The Preferred Limited Member shall not be bound by, or personally liable for, obligations or liabilities of the Partnership beyond the amount of its required Capital Contributions to the Partnership, and the Preferred Limited Member shall not be required to make any Capital Contributions to the Partnership in excess of the contributions for which it is personally liable under Article III.

5.2 **Management.** The Preferred Limited Member shall not participate in the operation or management of the Business, nor transact any business for or in the name of the Partnership, nor shall the Preferred Limited Member have any right or power to sign for or bind the Partnership in any manner. The right of the Preferred Limited Member to consent to and approve of certain matters under the provisions of this Agreement shall not be deemed a participation in the operation and management of the Business or an exercise of control over the Partnership' affairs.

The Partnership will serve as the sole authority with regard to asset acquisition, disposition and operation by the fund managed by the Partnership.

5.3 Consents. Any action requiring the consent or approval of the Preferred Limited Member under the provisions of this Agreement shall be taken only if the consent or approval of the Preferred Limited Member is evidenced by written instrument executed by the Preferred Limited Member.

5.4 Power of Attorney.

(a) The Preferred Limited Member irrevocably appoints and constitutes the Partnership, its successors and assigns as its true and lawful attorney-in-fact, with full power and authority, on its behalf and in its name, to execute, acknowledge, swear to, deliver and, where appropriate, file in such offices and places as may be required by law:

(i) the Certificate, and any amendment thereto authorized under this Agreement; and

(ii) any amendment to this Agreement upon compliance with this Agreement.

(b) The power of attorney granted by the Preferred Limited Member to the Partnership under Section 5.4(a) is a special power coupled with an interest and is irrevocable, and may be exercised by any Person who at the time of exercise is a The Partnership of the Partnership. Such power of attorney shall survive the death or legal disability of the Preferred Limited Member and any Transfers or abandonment of its Preferred Limited Member Interest, or its withdrawal from the Partnership.

5.5 Death, Bankruptcy, Etc. In no event shall the death, incompetency, bankruptcy, insolvency or other incapacity of the Preferred Limited Member operate to dissolve the Partnership.

ARTICLE VI ALLOCATIONS AND DISTRIBUTIONS

6.1 Allocation of Net Income and Loss. Net income and loss for each fiscal year shall be determined for financial accounting purposes in accordance with the method of accounting used for federal income tax purposes and the books and records of the Partnership. Except as provided in Sections 6.3 and 6.7(b), income, gain, loss and deduction shall be allocated between the Partners pro rata in accordance with their Preferred Limited Members.

6.2 Distributions of Cash Flow. The Partnership shall distribute Cash Flow when available to the Partners. Notwithstanding the frequency or amounts of distributions, Cash Flow shall be distributed to the Partners pro rata in accordance with their Preferred Limited Member Interests.

6.3 Limitations on Allocations.

(a) Minimum Gain Chargeback. Notwithstanding any provision of this Article VI, if there is a net decrease in Partnership minimum gain during any fiscal year or other period, prior to any other allocation pursuant hereto, each Preferred Limited Member shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner required by Treasury Regulation Section 1.704-2. Notwithstanding any provision of this Article VI, if there is a net decrease in Preferred Limited Member nonrecourse debt minimum gain, any Preferred Limited Member with a share of that Preferred Limited Member nonrecourse debt minimum gain as of the beginning of such year shall be allocated items of income and gain for the year (and, if necessary, for succeeding years) equal to that Partner's share of the net decrease in the Preferred Limited Member nonrecourse debt minimum gain, as provided in Treasury Regulation Section 1.704-2(i)(4).

(b) Qualified Income Offset. Any Preferred Limited Member who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a negative balance in its Capital Account beyond the sum of the amount of such Partner's obligation to restore its deficit Capital Account plus its share of minimum gain shall be allocated items of income and gain sufficient to eliminate such increase or negative balance caused thereby, as quickly as possible, to the extent required by such Treasury Regulation.

(c) Gross Income Allocation. If any Preferred Limited Member has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Preferred Limited Member is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Preferred Limited Member is deemed to be obligated to restore pursuant to Treasury Regulation Section 1.704-2, each such Preferred Limited Member shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(c) shall be made only if and to the extent that such Preferred Limited Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article VI have been made as if this Section 6.3(c) were not in this Agreement.

(d) Section 704(b) Limitation. Notwithstanding any other provision of this Agreement to the contrary, no allocation of any item of income or loss shall be made to a Preferred Limited Member if such allocation would not have "economic effect" pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii) or otherwise be in accordance with its interest in the Partnership within the meaning of Treasury Regulation Sections 1.704-1(b)(3) and 1.704-2. To the extent an allocation cannot be made to a Preferred Influx Limited Member due to the application of this Section 6.3(d), such allocation shall be made to the other Partner(s) entitled or required to receive such allocation hereunder.

(e) Curative Allocations. Any allocations of items of income, gain, or loss pursuant to Sections 6.3(a)-(d) shall be taken into account in computing subsequent allocations pursuant to this Article VI, so that the net amount of any items so allocated and the income, losses and other items allocated to each Preferred Limited Member pursuant to this Article VI shall, to the extent possible, be equal to the net amount that would have been allocated to each Preferred Limited Member had no allocations ever been made pursuant to Sections 6.3(a)-(d).

S 6.4 **Distributions Upon Liquidation of the Partnership.**

(a) Upon liquidation of the Partnership the assets of the Partnership shall be distributed no later than the later of ninety (90) days after the date of such liquidation or the end of the Partnership's taxable year in which the liquidation occurs and shall be applied in the following order of priority:

(i) To the payment of debts and liabilities of the Partnership (including amounts owed to Partners or former Partners);

(ii) Unless inconsistent with Treasury Regulation Section 1.704-1(b)(2)(ii)(b), or any successor provision, to set up any reserves which the Partnership deems reasonably necessary for contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the Business; and

(iii) After all Capital Account adjustments for the Partnership's taxable year in which the liquidation occurs (including without limitation adjustments required under Treasury Regulation Section 1.704-1(b)(2)(iv)(e), relating to distributions in kind), to the Partners in accordance with each Partner's positive Capital Account balance.

(b) The Partners intend that the allocation provisions of this Article VI produce final Capital Account balances of the Partners that will result in liquidating distributions provided for in Section 6.4(a) to be the same as if the distributions were made pursuant to Section 6.2. If and to the extent that the allocation provisions of this Article VI in the year of the Partnership's dissolution would fail to produce such final Capital Account balances, then, following the allocation of income and gain from the year in which dissolution occurs (i) such provisions shall be amended by the Partnership if and to the extent necessary to produce such result, and (ii) items of income, gain, loss and deduction for all prior open years that can be amended (i.e., those years for which the Partnership and its Partners can still file an amended federal income tax return) shall be reallocated among the Partners as reasonably determined by the Partnership to produce such result.

(c) If a Transfer of an interest in the Partnership results in a termination of the Partnership for federal income tax purposes under Section 708(b)(1)(B) of the Code (or

any successor provision thereto), Section 6.4(a) shall not apply and a Partner's portion of the constructive liquidating distribution of the Partnership's assets that is deemed to occur under Treasury Regulation Section 1.708-1(b)(1)(iv) (or any similar or successor provision) shall be determined in accordance with the Capital Accounts of the Partners as determined after taking into account all Capital Account adjustments for the Partnership's taxable year ending on the date of such termination.

6.5 Liquidation of Partner's Interest. Except as may otherwise be required in this Agreement, if a Partner's Preferred Limited Member is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of such Partner, as determined after taking into account all Capital Account adjustments for the Partnership's taxable year during which such liquidation occurs, by the end of the taxable year, or if later, within ninety (90) days after the date of such liquidation. If a Partner's Preferred Limited Member is to be liquidated, it has a negative Capital Account balance and it is obligated to restore some or all of its negative Capital Account upon liquidation of the Partnership, then such Preferred Limited Member shall, by the end of the taxable year or, if earlier, within ninety (90) days of the date of such liquidation, contribute cash to the Partnership in an amount equal to its negative Capital Account. Where a Partner's Preferred Limited Member is to be liquidated by a partnership of distributions, such Partner's Preferred Limited Member shall not be considered liquidated until the final distribution has been made. For purposes of this Section 6.5, a liquidation of a Partner's Preferred Limited Member means the termination of the Partner's entire Preferred Limited Member by means of a distribution or partnership of distributions to the Preferred Limited Member by the Partnership.

6.6 In-Kind Distributions.

(a) Prior to a distribution of property (other than cash and other than in complete liquidation of the Partnership or a Partner's Preferred Limited Member), the Capital Accounts of the Partners shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not previously been reflected in the Capital Accounts), would be allocated among the Partners if there were a taxable disposition of the property on the date of distribution.

(b) If the distribution of property (other than cash) is to a Preferred Influx Limited Member in complete liquidation of the Partner's Preferred Influx Limited Member or in liquidation of the Partnership, prior to such distribution, the Capital Accounts of the Partners shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in all the Partnership's property (that has not previously been reflected in the Capital Accounts) would be allocated among the Partners if there were a taxable disposition of all such property on the date of the liquidating distribution.

(c) If any assets of the Partnership are distributed to the Partners in kind, the Partners shall own and hold the same as tenants in common.

6.7 Additional Tax Allocation Provisions.

(a) For income tax purposes, allocations of income and loss (and items thereof) shall be made in accordance with the foregoing allocations of income, gain and loss for financial purposes.

(b) Notwithstanding anything to the contrary contained herein, items of income, gain, loss and deduction with respect to property, other than cash, contributed to the Partnership by a Preferred Limited Member or with respect to an adjustment to the Partners' Capital Accounts to reflect a revaluation of the Business, shall be allocated among the Partners so as to take into account the variation between the basis of the property to the Partnership and its fair market value at the time of contribution or, in the case of a revaluation of the Business, the variation between the basis of the Business to the Partnership and its fair market value as of the date of revaluation, as provided in Section 704(c) of the Code and Regulations thereunder and Treasury Regulations Section 1.704-1(b)(2)(iv)(g).

(c) As between a Preferred Limited Member who has Transferred all or part of its Preferred Limited Member and its transferee, all items of income, gain, deduction and loss, for any year shall be apportioned on the basis of the number of days in each such year that each was the holder of such Preferred Limited Member (making any adjustments necessary to comply with the provisions of Section 706(d)(2) of the Code), without regard to the results of the Partnership's operations during the period before and after the date of such Transfer, provided that if both the transferor and transferee consent thereto a special closing of the books shall be had as of the effective date of such Transfer and the apportionment of items of income and gain, and deduction and loss, shall be made on the basis of actual operating results. Notwithstanding the above, gain or loss resulting from a Major Capital Event or a Liquidating Event shall be allocated only to those persons who are Partners as of the date on which such transaction is consummated.

6.8 Withholding from Distributions. Notwithstanding any other provision of this Agreement to the contrary, each Preferred Limited Member authorizes the Partnership to withhold and to pay over to the Service (or any other applicable taxing authority), or otherwise pay, any withholding or other taxes payable by the Partnership with respect to such Preferred Limited Member as a result of such Partner's participation in the Partnership. If and to the extent that the Partnership is required to withhold or to pay any such taxes, such Preferred Limited Member shall be deemed for all purposes to have received a distribution from the Partnership with respect to such Partner's Preferred Limited Member at the time such withholding or tax is withheld or paid. If the aggregate amount of such withholdings or payments for a Preferred Limited Member exceeds the distribution to which such Preferred Limited Member is entitled for such period, then the amount of such excess shall be considered a loan from the Partnership to such Partner. Such loan shall bear interest at the greater of (i) eight percent (8%) per annum, cumulated and compounded annually, and (ii) the prime rate of interest periodically announced by the Wall Street Journal plus five percent (5%) and shall be payable in full, upon demand. The Partnership will notify such Preferred Limited Member in writing of the fact that the Partnership

is making such a loan to such Preferred Limited Member on its behalf to pay the required withholding. The Preferred Limited Member may contribute to the Partnership the required withholding amount in lieu of borrowing from the Partnership. Such contribution shall not be a credit to such contributing Partner's Commitment, nor shall it be treated as a Capital Contribution. The Partnership is authorized to withhold and apply all subsequent amounts distributable to such Preferred Limited Member to the repayment of the loan made to such Partner. All withholdings under this Section 6.8 shall be at the maximum possible rate applicable to such distributions or income.

ARTICLE VII FISCAL MATTERS

7.1 **Fiscal Year.** The fiscal year of the Partnership shall be as required under Section 706 of the Code.

7.2 **Books and Records.** The Partnership shall keep, or cause to be kept, at the expense of the Partnership, full and accurate books and records of all transactions of the Partnership in accordance with accepted accounting principles, consistently applied. Among such books and records The Partnership shall keep:

- (a) A current list of the following items:
 - (i) the name and mailing address of each Partner, separately identifying in alphabetical order The Partnership and the Preferred Limited Members;
 - (ii) the last known street address of the business or residence of each Preferred Limited Member;
 - (iii) the Preferred Limited Member of each Partner; and
 - (iv) the names of the Partners of each specified class if one or more classes or groups is established.
- (b) Copies of the Partnership' federal, state and local tax returns for each of the Partnership' six most recent tax years;
- (c) A copy of this Agreement, the Certificate, all amendments and restatements, executed copies of any powers of attorney under which this Agreement, the Certificate and any and all amendments or restatements thereto have been executed. All of such books and records shall, at all times, be maintained at the principal place of business of the Partnership and the Preferred Limited Member shall have the right to inspect and copy any of them, at its own expense, during normal business hours.

7.3 **Reports and Statements.**

(a) Within one hundred twenty (120) days after the end of each fiscal year of the Partnership, The Partnership shall, at the expense of the Partnership, cause to be delivered to the Preferred Limited Member such financial statements and such other information as The Partnership believes to be necessary for the Preferred Limited Member to be advised of the financial status and results of operations of the Partnership.

(b) The Partnership shall report to the Preferred Limited Member any significant development materially adversely affecting the Partnership, its assets or the Business, as soon as practicable following the occurrence of such development.

7.4 **Tax Returns.** The Partnership shall cause to be prepared and delivered to the Preferred Limited Member on or before seventy-five (75) days following the end of each fiscal year, at the expense of the Partnership, all federal and any required state and local income tax returns for the Partnership for the preceding fiscal year. If the Partnership's income tax returns are audited, The Partnership shall retain, at the expense of the Partnership, accountants and other professionals to participate in such audit in order to contest assertions by the auditing agent that may be materially adverse to the Partners.

7.5 **Bank Accounts.** The Partnership, in the name of the Partnership, shall open and maintain a special bank account or accounts in a bank or savings and loan association, the deposits of which are insured by an agency of the United States government, in which shall be deposited all funds of the Partnership. There shall be no commingling of the property and assets of the Partnership with the property and assets of any other Person.

7.6 **Tax Elections.** The Partnership shall determine all federal income tax elections available to the Partnership.

ARTICLE VIII TRANSFERS

8.1 **Restriction on Transfers.** Except as expressly permitted under the provisions of this Agreement, no Preferred Limited Member shall or can be transferred without the written consent of The Partnership.

8.2 **Assumption by Transferee.** Any transferee to whom all or any part of a Preferred Limited Member may be Transferred pursuant to this Agreement shall take such Preferred Limited Member subject to all of the terms and conditions of this Agreement and shall not be considered to have title thereto until said transferee shall have accepted and assumed the terms and conditions of this Agreement by a written agreement to that effect, at which time such transferee shall be admitted as a substitute Preferred Limited Member and shall succeed to all rights of its transferor except as such rights may be otherwise limited by other provisions of this Agreement.

8.3 **Cost of Transfers.** The transferor and, if it fails or refuses to do so, then the transferee, of any Preferred Limited Member Interests shall reimburse the Partnership for all costs incurred by the Partnership resulting from any Transfer.

8.4 Effect of Attempted Disposition in Violation of this Agreement. Any attempted Transfer of any Preferred Limited Member Interests in breach of this Agreement shall be null and void and of no effect whatever.

ARTICLE IX RESIGNATION, WITHDRAWAL AND REMOVAL OF THE PARTNERSHIP; ADMISSION OF NEW THE PARTNERSHIP

9.1 Voluntary Resignation or Withdrawal of The Partnership. The Partnership may not withdraw its interest in the Partnership, Transfer its interest to any Person or admit any Person as a substitute The Partnership except as provided in Article VIII or this Article IX.

9.2 Substitute and Additional Preferred Limited Member. To the extent permitted under Texas law, The Partnership may, with the consent of the Preferred Limited Member, at any time designate additional Persons to be Preferred Limited Members, whose interest in the Partnership shall be such as shall be agreed upon by The Partnership and such Preferred Limited Members, so long as the Preferred Limited Members of the Partnership shall not be affected thereby.

9.3 Admission of a Successor Manager of The Partnership. Any successor Person shall be admitted as the manager of the Partnership if the following terms and conditions are satisfied:

- (a) The written consent of the Preferred Limited Members to the admission of such Person as a manager has been obtained;
- (b) The successor Person shall have accepted and assumed all the terms and provisions of this Agreement;
- (c) If the successor Person is an entity, it shall have provided counsel for the Partnership with a certified copy of a resolution of its governing board authorizing it to become the manager of The Partnership under the terms and conditions of this Agreement; and
- (d) The successor Person shall have executed this Agreement and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as the manager of The Partnership.

ARTICLE X WINDING UP AND LIQUIDATION

10.1 **Liquidation.**

(a) It is the intention of the Partners that the Business be continued by the Partners, or those remaining, pursuant to the provisions of this Agreement, notwithstanding the occurrence of any event which would result in a statutory winding up and liquidation of the Partnership pursuant to the laws of the State of Texas, and no Preferred Limited Member shall be released or relieved of any duty or obligation hereunder by reason thereof; provided, however, that the Business shall be terminated, its affairs wound-up and its property and assets distributed in liquidation on the earlier to occur of:

- (i) a determination by The Partnership that the Business should be terminated;
- (ii) the bankruptcy or insolvency of the Partnership;
- (iii) subject to the provisions of Section 10.1(b), the bankruptcy, insolvency, or withdrawal from the Partnership of the last remaining The Partnership;
- (iv) the date upon which a Liquidating Event occurs, and all payments have been received; or
- (v) entry of a decree of judicial dissolution.

For purposes of this Agreement, bankruptcy shall be deemed to have occurred when the Person in question files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or becomes subject to an order for relief under Title 11 of the United States Code Annotated or is declared bankrupt or insolvent in a state bankruptcy or insolvency hearing.

(b) Upon the occurrence of any event set forth in Section 10.1(a)(iv) with respect to the last remaining The Partnership, the Business shall be continued pursuant to the provisions of this Agreement if, within a period of ninety (90) days from the date of such occurrence, such number of Partners as required under the TBOC shall elect in writing that it be so continued and shall designate one or more Persons to be admitted to the Partnership as a Preferred Limited Member. Any such Person shall upon admission to the Partnership succeed to all of the rights and powers of a The Partnership, provided that the former Preferred Limited Member shall retain and be entitled to its share of profits, losses, distributions, and capital associated with Preferred Limited Member.

10.2 **Wind-Up of Affairs.** As expeditiously as possible following the occurrence of an event giving rise to a termination of the Business, The Partnership (or a special liquidator who may be appointed by the Preferred Limited Members if the termination results from a circumstance described in Section 10.1(a)(iv) relative to The Partnership) shall wind-up the affairs of the Partnership, sell the Business and assets for cash at the highest price reasonably

obtainable, distribute the proceeds in accordance with Section 6.4 in liquidation of the Partnership and file a certificate of cancellation with the Secretary of State of Texas. In no event shall there be a distribution of the Business and assets of the Partnership in kind, unless both Partners approve such distribution.

ARTICLE XI MISCELLANEOUS

11.1 **Amendments.** In addition to the right of The Partnership to amend certain of the provisions of this Agreement by reason of the power of attorney granted to The Partnership under Section 5.4, this Agreement may be amended by instrument in writing executed by both Partners.

11.2 **Other Activities.** Any Preferred Limited Member may engage or possess an interest in other business ventures of every nature and description, independently or with others, and neither the Partnership nor either Preferred Limited Member shall have any right by virtue of this Agreement in and to such other ventures or to the income or property derived therefrom.

11.3 **Partition.** No Preferred Limited Member shall be entitled to a partition of the Business or any other assets of the Partnership, notwithstanding any provision of law to the contrary.

11.4 **Notices.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by a Preferred Limited Member pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, telegram or facsimile transmission addressed as set forth on the signature pages hereof. Each Preferred Limited Member may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile transmission) the answer back being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

11.5 **Provisions Severable.** Every provision of this Agreement is intended to be severable and, if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11.6 **Counterparts.** This Agreement, and any amendments hereto, may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

11.7 **Headings.** The headings of the various Sections are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

11.8 **Successors and Assigns.** This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Partners and their respective heirs, legal representatives, successors and assigns.

11.9 **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF ONE PREFERRED LIMITED MEMBER TO ANOTHER ARE PERFORMABLE IN DALLAS COUNTY, TEXAS.

11.10 **NOTICE OF INDEMNIFICATION.** THE PARTNERS ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS CERTAIN INDEMNIFICATION PROVISIONS PURSUANT TO SECTION 4.8.

[Signature Page Follows]

The Partners have executed this Agreement this _____ day of _____ 2016.

THE PARTNERSHIP:

Optimal Economics Capital Partners LLC,
a Texas limited liability company

By: _____

Patrick O. Howard

As: Manager

Address: 1700 Pacific Ave, Suite 3680
Dallas, TX 75201

PREFERRED LIMITED MEMBER:

By: _____

Name: _____

As An Individual

Address: _____

EXHIBIT "A"

Partners; Series A Preferred Limited Member

Partners:

The Partnership:

Optimal Economics Capital Partners LLC	20%
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Series A Preferred Limited Membership (pro-rata):

Preferred Limited Member(s) pro-rata	80%
--------------------------------------	------------

Post Preferred Return of 12% Annually, Paid Quarterly; Capped at 18.4% Annually



invites you to an evening of

Investment Conversation

Cocktails & Hors d'oeuvres

Tuesday, April 5th

6:30 - 8:30pm

Presentation at 7:15

The Westin Austin Downtown
310 East 5th Street
Austin, TX 78701

complimentary valet under "OE Capital Partners"

RSVP & Questions

Tico@oecapitalpartners.com

(512) 565 - 0884

App. 0968



Investor Suitability Questionnaire

To: Prospective purchasers of LLC Membership Units offered by OECP PARTNERSHIP A (the "Company").

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an "Accredited Investor," as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Units. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Units.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Primary Telephone: (____) _____

4. Email Address: _____

5. Where are you registered to vote? _____

App. 0969

6. Your driver's license number : _____

Issuing State: _____

Expiration: _____

7. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

8. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

9. Date of Birth: _____

10. Citizenship: _____

11. Social Security or Tax I.D. #: _____

12. Marital Status: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) _____ Yes (2) _____ No

4. Estimated gross income during current year exceeds:

(1) _____ \$25,000 (2) _____ \$50,000

(3) _____ \$100,000 (4) _____ \$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1) _____ Yes (2) _____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, excluding the value of your primary residence.)

(1) _____ \$50,000-\$100,000 (2) _____ \$100,000-\$250,000 (3) _____ \$250,000-\$500,000

(4)____\$500,000-\$750,000 (5)____\$750,000-\$1,000,000 (6)____over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)____Yes

(2)____No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1)____Yes

(2)____No

E. Investment Percentage of Net Worth

If you expect to invest at least \$150,000 in Units, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1)____Yes

(2)____No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1)____Yes

(2)____No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

H. Qualified Funds

Please attach the front page of all source documents if investment will be made with qualified dollars.

Prospective Investor:

_____ Date: _____

Signature

Name: _____

Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

OECP LLC Agent

_____ Date: _____

Signature

Name: _____

Agent number (if applicable) : _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION**

PLAINTIFF

v.

**PATRICK O. HOWARD;
HOWARD CAPITAL HOLDINGS, LLC;
AND OPTIMAL ECONOMICS CAPITAL
PARTNERS, LLC,**

DEFENDANTS

Civil Action No.:

DECLARATION OF CAROL STUMBAUGH

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

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

2. My official duties with the Commission include participating in fact-finding inquiries and investigations to determine whether the federal securities laws have been violated and assisting in the Commission's litigation of securities laws violations. This includes interviewing witnesses, taking investigative testimony of witnesses, reviewing and analyzing financial and other records of various entities and individuals, and tracing financial transactions

to determine their source and use.

3. As part of my official duties, I participated in a Commission investigation involving the Defendants to determine whether the Defendants violated federal securities laws in connection with the offer and sale of multiple offerings (the "Offerings"). In connection with this investigation, and pursuant to subpoenas and document requests, I, and other members of the SEC staff, reviewed various documents related to the Defendants, including but not limited to, offering materials, bank-account records, public records, and records produced by the Defendants, witnesses, and other third-parties.

4. These records revealed the following facts:

- Patrick Howard ("Howard") created, owned, managed, and otherwise controlled the following entities: Howard Capital Holdings, LLC ("Howard Capital"); Optimal Economics Capital Partners, LLC ("OE Capital"); Insured Liquidity Partners CFG I ("CFG I"); Insured Liquidity Partners CFG II ("CFG II"); and OE Capital Ventures ("OE Fund"). CFG I, CFG II, and OE Fund are also referred to herein as "the Funds".
- To raise capital for the Funds, Howard and individuals and entities retained by Howard, disseminated to investors, among other things, private-placement memorandums ("PPMs"), a packet of marketing documents ("Investor Packet"), and partnership agreements to offer and sell membership units in the Funds.
- The PPMs provide that the principal objectives of the Funds are to invest in third-party companies. The investment promises a minimum annual return of 12%, paid quarterly, with potential waterfall profits up to 20% for a term of three years. The PPMs provide that 75-89% of the proceeds from Unit sales are to be used for

portfolio-company investments.

5. These records further show the offering period, investor count, and the specific amount raised for each fund. The table below summarizes this information:

Fund	Offering Period	Investors	Amount Raised
CFG I	March 2015 – January 2016	18	\$ 833,993
CFG II	August 2015 – February 2016	36	\$ 4,297,398
OE Fund	February 2016 – Present	65	\$ 7,960,585
Total:		119	\$13,091,976

6. As discussed further below, a portion of new investor proceeds was paid out as purported earnings distributions to existing investors, even though the earnings received in the Funds from portfolio-company investments was insufficient to support such distributions to investors. In other words, these so-called earnings distributions were actually Ponzi payments.

7. Moreover, Howard spent only 58% of investor proceeds—not 75%-89% as represented in the PPMs—on portfolio-company funding. A large portion of investor proceeds was transferred to Howard Capital and OE Capital, which was then used to pay operating costs and to pay Howard personally.

SUMMARY OF FINANCIAL-RECORD REVIEW

8. As part of my duties in investigating the Defendants, I analyzed records for six bank accounts held in the name of the Defendants and the three Funds for the 23-month period from February 1, 2015, through December 31, 2016. These accounts are identified in the table below:

	Name of Institution	Account Name	Account # (Truncated)
1	Green Bank N.A.	Insured Liquidity Partners CFG I LLC	6970
2	Green Bank N.A.	Insured Liquidity Partners CFG II LLC	7945
3	Green Bank N.A.	OE Capital Ventures LLC	2965
4	Green Bank N.A.	OE Capital Ventures LLC Revenue Capture Account	0372
5	JP Morgan Chase Bank N.A.	Howard Capital Holdings LLC	9305
6	JP Morgan Chase Bank N.A.	Optimal Economics Capital Partners LLC	7810

9. In reviewing the records for the bank accounts listed above, and in hearing Howard's sworn investigative testimony, I learned that Howard has signatory authority and control over all of the accounts listed above. For each account, I reviewed account statements, and certain deposit and withdrawal supporting documentation.

10. **Exhibits 1 through 6**, attached, are true and correct copies of account summaries for each bank account identified above that I prepared from the bank records identified above. **Exhibit 7**, attached, is true and correct copy of an account summary of all six of the foregoing bank accounts, combined, that I prepared from the bank records identified above.

OVERVIEW OF WHERE INVESTOR FUNDS WENT

11. Based on the bank records reviewed, the Defendants raised at least \$13.1 million for the Funds, from March 2, 2015, through December 31, 2016, via wire transfers and checks, from at least 100 investors.

12. The Funds did not spend the money raised as they claimed they would in the PPMs. For example, the PPM for CFG I stated that 89% of the funds would be invested in third-party companies. However, only 5.9% was invested in third party companies. The PPMs for CFG II and OE Fund stated that a minimum of 75% would be invested in portfolio companies. But in these two funds combined, only 60% of investor money was used for portfolio-company

investment.

13. The Funds also exceeded the spending limits for expenses specified in the PPMs. The CFG I Fund limited corporate and marketing expenses to 9% of the offering proceeds. In reality, however, Howard directed approximately \$290,000 (34% of the proceeds) into Howard Capital's bank account. He directed approximately \$474,000 (57% of the proceeds) to his former business partner's company, which temporarily served as a managing member of CFG I. The CFG II PPM and OE Fund PPM limited spending for corporate expenses to 18% and 20% of the offering proceeds, respectively. Howard exceeded these limits in both funds, spending at least 33% of CFG II offering proceeds and at least 29% of OE Fund offering proceeds on corporate expenses.

14. On March 29, 2016, Howard signed filed a Notice of Exempt Offering of Securities on Form D, which was filed on OE Fund's behalf with the SEC on the same date. A true and correct copy the Form D is attached as **Exhibit 8**. In the Form D, Howard stated that no sales commissions would be paid and that no amounts would be paid to executive officers. However, from OE Fund, Howard paid at least \$175,000 in sales commissions. Also from OE Fund, Howard also transferred over \$2 million to OE Capital, from which Howard personally received salary payments of at least \$90,000 and unspecified direct payments of \$48,500.

15. From March 2015 through December 31, 2016, Howard made withdrawals of at least the following monies from the Funds' bank accounts (approximate amounts):

- \$7.5 million to fund portfolio companies;
- \$1.9 million in payroll costs;
- \$643,000 transferred to Insured Liquidity Partners LLC, a company owned by Howard's former business partner, which temporarily served as a managing member of CFG I.

- \$408,000 in commissions paid to Charles Heinzelman IV, owner of C4 Benefits Group, Inc. and Trajan Income, Inc.;
- \$302,000 in legal fees;
- \$227,000 to Patrick Howard personally;
- \$197,000 to a former partner; and
- \$169,000 in distributions to investors.

16. The CFG I partnership contract and the OE Fund PPM likewise referred to the investments being backed by insurance. App. 582, 706. The CFG II PPM specified that the fund would use at least 2% of the offering proceeds to purchase “whole life insurance contracts on the principals” of portfolio companies. In reality, Howard spent all of the CFG I and CFG II offering proceeds without ever purchasing any such insurance. Howard used OE Fund offering proceeds to purchase a single life-insurance policy on one portfolio company officer on December 28, 2016.

17. The bank records described above show that the Funds received \$33,334 in portfolio-company revenues from March 2, 2015 through December 31, 2016. However, during the same time period, the Funds collectively paid out approximately \$169,000 in investor distributions, only \$23,000 of which was derived from portfolio company revenues. Therefore, the vast majority (\$146,000)—86%—of investor returns was actually a return of investor proceeds rather than the distribution of earnings from portfolio-company investments.

INVESTOR RETURNS

18. In marketing and promotional materials, Howard told investors that they would receive a minimum annual return of 12%, paid quarterly, with potential “waterfall” profits up to 20%. The Funds gave investors the option to re-invest their quarterly returns, or to receive a quarterly returns distribution in cash.

19. Using the records obtained in this investigation, I calculated the amount of minimum returns that the Funds collectively owed to investors that chose to re-invest their returns. The amount owed to these investors was approximately \$974,000 at December 31, 2016. Also, returns collectively owed by the Funds to investors that did not re-invest their returns was approximately \$57,000 at December 31, 2016. Therefore, as of December 31, 2016, the Funds were collectively obligated to pay investors approximately \$1,031,000 in distributed and re-invested earnings dividends to satisfy the promised 12% minimum return.

20. Comparing the total portfolio-company revenues received to date (\$33,334) to the total amount raised from investors to date (\$13,091,976), the return on investment for the Funds collectively is just 0.25%. At that rate of return, it would take the Funds more than 30 years just to pay the \$1,031,000 owed to investors as of December 31, 2016.

**PONZI PAYMENTS: NEW INVESTOR FUNDS PAID TO EXISTING
INVESTORS THROUGH DECEMBER 31, 2016**

21. CFG I investors received returns of \$23,636. CFG I received no revenues from portfolio companies, and in fact did not have the funds to pay the returns. Instead, all of these returns were derived from the offering proceeds in CFG II and OE Fund.

22. CFG II investors received returns of \$121,342. CFG II received only \$33 from portfolio-company revenues, however. The remaining returns received by CFG II investors were derived from CFG II investor funds and OE Capital Fund investor funds.

23. OE Fund investors received returns of \$24,200. OE Fund received \$33,301 in revenues from portfolio companies and used \$23,000 of that amount to pay OE Fund investor returns. However, OE Fund also paid \$90,131 of returns to CFG II investors.

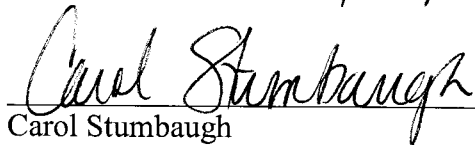
24. In total, the Funds received \$33,334 in portfolio company revenues from October 2015 through December 2016. During this same time, the Funds paid out \$169,177 to investors.

With no other source of revenue or income, the majority of investor returns were paid from new investor funds.

25. **Exhibit 9**, attached, is a true and correct copy of three investor account statements that the SEC received from OE Capital during the investigation. These statements provide an example of the statements issued to investors generally. They contain untrue statements regarding the preferred return. They show that returns were reinvested or distributed. As shown above, however, the Funds' collective earnings were insufficient to pay the total cash actually distributed to investors. And no earnings were actually reinvested. Therefore, the statements gave the false appearance that the investors' accounts were performing as promised, when, in reality, it was financially impossible for the Funds to meet their three-year investment obligations.

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

Executed on February 13, 2017.



Carol Stumbaugh

App. 0981

Bank Account Summary

Case Name: Optimal Economics Capital Partners, LLC (FW-4043)

Bank Name: Green Bank, N.A.

Account Name: Insured Liquidity Partners CFG I LLC

Account Number: 5501066970

Period: 02/01/2015 - 12/31/2016

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Investor Funds	\$	833,993
Revenues from Investments	\$	-
Withdrawals:		
Investment in Portfolio Companies	\$	(50,000)
Payroll	\$	(16,667)
Transfers to ILP LLC (Defunct Entity)	\$	(474,283)
Transfers to Howard Capital Holdings	\$	(290,721)
Commissions paid to Charles Heinzelman	\$	-
Legal fees	\$	-
Travel and meals	\$	-
Patrick Howard	\$	-
Miscellaneous items	\$	14,271
Urshel Metcalf	\$	(480)
Rent	\$	(16,113)
Investor Distributions	\$	-
Ending Balance at 12/31/2016	\$	(0)

Stumbaugh Ex. 1

Bank Account Summary

Case Name: Optimal Economics Capital Partners, LLC (FW-4043)

Bank Name: Green Bank, N.A.

Account Name: Insured Liquidity Partners CFG II LLC

Account Number: 5501067945

Period: 02/01/2015 - 12/31/2016

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Investor Funds	\$	4,297,398
Revenues from Investments	\$	33
Withdrawals:		
Investment in Portfolio Companies	\$	(2,817,162)
Payroll	\$	(41,728)
Transfers to ILP LLC (Defunct Entity)	\$	(168,891)
Transfers to Howard Capital Holdings	\$	(849,984)
Commissions paid to Charles Heinzelman	\$	(194,306)
Legal fees	\$	(22,500)
Travel and meals	\$	-
Patrick Howard	\$	-
Administrative expenses	\$	(37,158)
Urshel Metcalf	\$	(124,674)
Rent	\$	-
Investor Distributions	\$	(41,029)
Ending Balance at 12/31/2016	\$	0

Stumbaugh Ex. 2

Bank Account Summary

Case Name: Optimal Economics Capital Partners, LLC (FW-4043)

Bank Name: Green Bank, N.A.

Account Name: OE Capital Ventures LLC

Account Number: 5501102965

Period: 02/01/2015 - 12/31/2016

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Investor Funds	\$	7,960,585
Revenues from Investments	\$	-
Withdrawals:		
Investment in Portfolio Companies	\$	(4,589,324)
Payroll	\$	-
Transfers to ILP LLC (Defunct Entity)	\$	-
Transfers to OE Capital Partners	\$	(2,029,501)
Commissions paid to Charles Heinzelman	\$	(175,638)
Legal fees	\$	-
Travel and meals	\$	-
Patrick Howard	\$	-
Administrative expenses	\$	(61,351)
Urshel Metcalf	\$	(62,500)
Rent	\$	-
Investor Distributions	\$	(105,382)
Ending Balance at 12/31/2016	\$	936,889

Stumbaugh, Ex. 3

Bank Account Summary

Case Name: Optimal Economics Capital Partners, LLC (FW-4043)

Bank Name: Green Bank, N.A.

Account Name: OE Capital Ventures LLC Revenue Capture Account

Account Number: 5501110372

Period: 02/01/2015 - 12/31/2016

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Investor Funds	\$	-
Revenues from Investments	\$	33,301
Withdrawals:		
Investment in Portfolio Companies	\$	-
Payroll	\$	-
Transfers to ILP LLC (Defunct Entity)	\$	-
Commissions paid to Charles Heinzelman	\$	-
Legal fees	\$	-
Travel and meals	\$	-
Patrick Howard	\$	-
Administrative expenses	\$	-
Urshel Metcalf	\$	-
Rent	\$	-
Investor Distributions	\$	(22,767)
Ending Balance at 12/31/2016	\$	10,534

Stumbaugh, Ex. 4

Bank Account Summary**Case Name: Optimal Economics Capital Partners, LLC (FW-4043)****Bank Name: JP Morgan Chase Bank, N.A.****Account Name: Howard Capital Holdings****Account Number: 696989305****Period: 02/01/2015 - 12/31/2016**

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Transfers from Funds	\$	1,158,130
Revenues from Investments	\$	-
Withdrawals:		
Investment in Portfolio Companies	\$	(22,194)
Payroll	\$	(416,139)
Transfers to ILP LLC (Defunct Entity)	\$	-
Commissions paid to Charles Heinzelman	\$	(38,160)
Legal fees	\$	(117,815)
Travel and meals	\$	(112,398)
Patrick Howard	\$	(178,350)
Administrative expenses	\$	(166,957)
Urshel Metcalf	\$	-
Rent	\$	(106,114)
Investor Distributions	\$	-
Ending Balance at 12/31/2016	\$	3

Stumbaugh, Ex. 5

Bank Account Summary**Case Name: Optimal Economics Capital Partners, LLC (FW-4043)****Bank Name: JP Morgan Chase Bank, N.A.****Account Name: Optimal Economics Capital Partners LLC****Account Number: 797597810****Period: 02/01/2015 - 12/31/2016**

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Transfers from Funds	\$	2,140,479
Revenues from Investments	\$	-
Withdrawals:		
Investment in Portfolio Companies	\$	(20,000)
Payroll	\$	(1,466,055)
Transfers to ILP LLC (Defunct Entity)	\$	-
Commissions paid to Charles Heinzelman	\$	-
Legal fees	\$	(161,594)
Travel and meals	\$	(123,242)
Patrick Howard	\$	(48,500)
Administrative expenses	\$	(208,723)
Urshel Metcalf	\$	(9,000)
Rent	\$	(62,924)
Investor Distributions	\$	-
Ending Balance at 12/31/2016	\$	40,441

Stumbaugh Ex. 6

Summary of Bank Accounts**Case Name: Optimal Economics Capital Partners, LLC (FW-4043)****Period: 02/01/2015 - 12/31/2016**

Beginning Balance at 2/1/2015:	\$	-
Deposits:		
Investor Funds	\$	13,091,975
Revenues from Investments	\$	33,334
Net transfers between funds	\$	192,448
Withdrawals:		
Investment in Portfolio Companies	\$	(7,510,679)
Payroll	\$	(1,940,589)
Transfers to ILP LLC (Defunct Entity)	\$	(643,174)
Commissions paid to Charles Heinzelman	\$	(408,104)
Legal fees	\$	(301,908)
Travel and meals	\$	(235,640)
Patrick Howard	\$	(226,850)
Administrative expenses	\$	(511,961)
Urshel Metcalf	\$	(196,654)
Rent	\$	(185,151)
Investor Distributions	\$	(169,177)
Ending Balance at 12/31/2016	\$	<u>987,869</u>

Accounts Include:*Green Bank:**Insured Liquidity Partners CFG I LLC #5501066970**Insured Liquidity Partners CFG II LLC #5501067945**OE Capital Ventures LLC #5501102965**OE Capital Ventures LLC Revenue Capture Account #5501110372**JP Morgan Chase Bank:**Howard Capital Holdings LLC #696989305**Optimal Economics Capital Partners LLC #797597810*

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The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.

The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM D

Notice of Exempt Offering of Securities

OMB APPROVAL

OMB Number 3235-0076
Expires: August 31, 2015
Estimated average burden
hours per response: 4.00

1. Issuer's Identity

CIK (Filer ID Number)

0001670719

Name of Issuer

OE Capital Ventures LLC

Jurisdiction of Incorporation/Organization

TEXAS

Year of Incorporation/Organization

☐ Over Five Years Ago

☒ Within Last Five Years (Specify Year) 2016

☐ Yet to Be Formed

Previous
Names

☒ None

Entity Type

☐ Corporation

☐ Limited Partnership

☒ Limited Liability Company

☐ General Partnership

☐ Business Trust

☐ Other (Specify)

2. Principal Place of Business and Contact Information

Name of Issuer

OE Capital Ventures LLC

Street Address 1

1700 PACIFIC AVE

City

DALLAS

State/Province/Country

TEXAS

Street Address 2

SUITE 3680

ZIP/PostalCode

75201

Phone Number of Issuer

214-432-8277

3. Related Persons

Last Name

Howard

First Name

Patrick

Middle Name

O'neal

Street Address 1

1700 Pacific Ave

Street Address 2

Suite 3680

City

Dallas

State/Province/Country

TEXAS

ZIP/PostalCode

75201

Relationship: ☒ Executive Officer ☐ Director ☐ Promoter

Clarification of Response (if Necessary):

4. Industry Group

☐ Agriculture

Banking & Financial Services

☐ Commercial Banking

☐ Insurance

☐ Investing

☐ Investment Banking

☐ Pooled Investment Fund

Is the issuer registered as
an investment company under
the Investment Company
Act of 1940?

☐ Yes

☐ No

Health Care

☐ Biotechnology

☐ Health Insurance

☐ Hospitals & Physicians

☐ Pharmaceuticals

☐ Other Health Care

☐ Manufacturing

Real Estate

☐ Commercial

☐ Construction

☐ Retailing

☐ Restaurants

Technology

☐ Computers

☐ Telecommunications

☐ Other Technology

Travel

☐ Airlines & Airports

☐ Lodging & Conventions

☐ Tourism & Travel Services

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- ☐ Other Banking & Financial Services ☐ REITS & Finance ☐ Other Travel
☐ Business Services ☐ Residential ☒ Other
 Energy
☐ Coal Mining ☐ Other Real Estate
☐ Electric Utilities
☐ Energy Conservation
☐ Environmental Services
☐ Oil & Gas
☐ Other Energy

5. Issuer Size

- | Revenue Range | OR | Aggregate Net Asset Value Range |
|---|----|---|
| <input type="checkbox"/> No Revenues | | <input type="checkbox"/> No Aggregate Net Asset Value |
| <input type="checkbox"/> \$1 - \$1,000,000 | | <input type="checkbox"/> \$1 - \$5,000,000 |
| <input type="checkbox"/> \$1,000,001 - \$5,000,000 | | <input type="checkbox"/> \$5,000,001 - \$25,000,000 |
| <input type="checkbox"/> \$5,000,001 - \$25,000,000 | | <input type="checkbox"/> \$25,000,001 - \$50,000,000 |
| <input type="checkbox"/> \$25,000,001 - \$100,000,000 | | <input type="checkbox"/> \$50,000,001 - \$100,000,000 |
| <input type="checkbox"/> Over \$100,000,000 | | <input type="checkbox"/> Over \$100,000,000 |
| <input type="checkbox"/> Decline to Disclose | | <input type="checkbox"/> Decline to Disclose |
| <input checked="" type="checkbox"/> Not Applicable | | <input type="checkbox"/> Not Applicable |

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> Rule 504(b)(1) (not (i), (ii) or (iii)) | <input checked="" type="checkbox"/> Investment Company Act Section 3(c) | |
| <input type="checkbox"/> Rule 504 (b)(1)(i) | <input type="checkbox"/> Section 3(c)(1) | <input type="checkbox"/> Section 3(c)(9) |
| <input type="checkbox"/> Rule 504 (b)(1)(ii) | <input type="checkbox"/> Section 3(c)(2) | <input type="checkbox"/> Section 3(c)(10) |
| <input type="checkbox"/> Rule 504 (b)(1)(iii) | <input type="checkbox"/> Section 3(c)(3) | <input type="checkbox"/> Section 3(c)(11) |
| <input type="checkbox"/> Rule 505 | <input type="checkbox"/> Section 3(c)(4) | <input type="checkbox"/> Section 3(c)(12) |
| <input checked="" type="checkbox"/> Rule 506(b) | <input type="checkbox"/> Section 3(c)(5) | <input type="checkbox"/> Section 3(c)(13) |
| <input type="checkbox"/> Rule 506(c) | <input type="checkbox"/> Section 3(c)(6) | <input type="checkbox"/> Section 3(c)(14) |
| <input type="checkbox"/> Securities Act Section 4(a)(5) | <input checked="" type="checkbox"/> Section 3(c)(7) | |

7. Type of Filing

- ☒ New Notice Date of First Sale 2016-03-15 ☐ First Sale Yet to Occur
☐ Amendment

8. Duration of Offering

Does the Issuer intend this offering to last more than one year? ☒ Yes ☐ No

9. Type(s) of Securities Offered (select all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Equity | <input checked="" type="checkbox"/> Pooled Investment Fund Interests |
| <input type="checkbox"/> Debt | <input type="checkbox"/> Tenant-in-Common Securities |
| <input type="checkbox"/> Option, Warrant or Other Right to Acquire Another Security | <input type="checkbox"/> Mineral Property Securities |
| <input type="checkbox"/> Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security | <input type="checkbox"/> Other (describe) |

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? ☐ Yes ☒ No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum investment accepted from any outside investor \$ 50,000 USD

12. Sales Compensation

Recipient

Recipient CRD Number ☒ None

OF Capital Partners

None

(Associated) Broker or Dealer ☒ None(Associated) Broker or Dealer CRD Number ☒ None

None

None

Street Address 1

Street Address 2

1700 Pacific Ave

Suite 3680

City

State/Province/Country

ZIP/Postal Code

Dallas

TEXAS

75201

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States ☐ All States ☐ Foreign/non-US☒ TEXAS**13. Offering and Sales Amounts**Total Offering Amount USD or ☒ Indefinite

Total Amount Sold \$ 885,000 USD

Total Remaining to be Sold USD or ☒ Indefinite

Clarification of Response (if Necessary):

14. Investors☐ Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering:

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions \$ 0 USD ☐ EstimateFinders' Fees \$ 0 USD ☐ Estimate

Clarification of Response (if Necessary):

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

\$ 0 USD ☐ Estimate

Clarification of Response (if Necessary):

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against it in any place subject to the jurisdiction of the United States, if the action, proceeding

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or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Regulation D for one of the reasons stated in Rule 505(b)(2)(iii) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
OE Capital Ventures LLC	Patrick Howard	Patrick Howard	CEO	2016-03-29

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.



Account Balance

July 1, 2016

Lara Caruso
4346 Beaumans Drive
Land O' Lakes, Florida 34638
OECF 1068

Date	Description	Preferred Return	Distributions	Ending Balance
07/01/2016	Balance as of July 1, 2016	\$1,500.00	\$1,500.00	\$50,000.00
04/01/2016	Balance as of April 1, 2016			\$50,000.00

*Preferred Return

Reinvested No
Wire Confirmation
Number:
Amount:

If you have any questions regarding your account, please contact us at (214) 432-8077

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OE Capital Partners
1700 Pacific Suite 3680, Dallas TX 75201
Tel. (214) 432 - 8277
www.OECapitalPartners.com

FOIA CONFIDENTIAL TREATMENT
REQUESTED BY K&L GATES LLP

OEC_SEC_053567

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Account Balance

July 1, 2016

Attn: Carol
3225 S. MacDill #129 247
Tampa, FL 33629
OECF 1023

Date	Description	Preferred Return	Distributions	Ending Balance
07/01/2016	Balance as of July 1, 2016	\$2,488.22		\$90,405.41
04/01/2016	Balance as of April 1, 2016			\$87,917.19

Preferred Return	
Requested	Yes

Printed on: 07/14/2016 10:14:11 AM by: Carol O'Connell (214) 432-8277

OE Capital Partners
1700 Pacific Suite 3680, Dallas TX 75201
Tel. (214) 432 - 8277
www.OECapitalPartners.com

FOIA CONFIDENTIAL TREATMENT
REQUESTED BY K&L GATES LLP

OEC_SEC_053569

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Account Balance

July 1, 2016

Russell Jaicks
PO Box 2537
Sarasota, FL 34230
OECF-1033

Date	Description	Preferred Return	Distributions	Ending Balance
07/01/2016	Balance as of July 1, 2016	\$6,375.00		\$231,625.00
04/01/2016	Balance as of April 1, 2016			\$225,250.00

Preferred Return
Reinvested Yes

For more information, please contact us at (214) 432-8277

OE Capital Partners
1700 Pacific Suite 3680, Dallas TX 75201
Tel. (214) 432 - 8277
www.OECapitalPartners.com

FOIA CONFIDENTIAL TREATMENT
REQUESTED BY K&L GATES LLP

OEC_SEC_053607

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