



Mark D. Cronenwett
2100 Ross Avenue, Suite 2000
Dallas, Texas 75201
[REDACTED]
Direct: 214.722.7110

September 15, 2025

60941.1

Via E-Mail: [REDACTED]

Mr. Stanton Lowry
Attorney for the City of Keller, Texas
Boyle & Lowry, L.L.P.
4201 Wingren Drive, Suite 108
Irving, Texas 75062

Re: Notice of Contest and Appeal, Bloomfield Office Park Lot 6

Dear Stan:

As you are aware, this firm and the undersigned represent Karen and Ron Pyle (the “Pyles”) with respect to their real property located at 1700 Adalina Drive, Keller, TX 76249. Pursuant to Section 211.010 of the Texas Local Government Code, the Pyles hereby appeal to the full Zoning Board of Adjustment a decision made by you, as an administrative official of the City of Keller, Texas, that is related to the development and construction of Bloomfield Office Park Lot 6 (the “Bloomfield Lot 6 Project”). The Pyles are persons aggrieved by the decision and are owners of real property located within 200 feet of the Bloomfield Lot 6 Project. *See* TEX. LOCAL GOV’T CODE § 211.010 (a)(1)(C). Copies of relevant codes and building information with respect to the Bloomfield Lot 6 Project are attached hereto.

On September 5, 2025, you made a decision that the Bloomfield Lot 6 Project “is in compliance with the applicable zoning, International Building Code requirements, and Unified Development Code requirements.” (*See* email attached hereto.) The Pyles appeal your decision on the following grounds:

- (1) The Unified Development Code provides that zoning terminates if construction does not occur within six months. The initial zoning change for Lot 6 appears to have occurred on December 5, 2000 with Ordinance No. 1036. Despite that Ordinance being passed years ago, construction on Lot 6 only started recently. *See* Unified Dev. Code § 4.01(c).

- (2) A two-story structure is not allowed in the Bloomfield Lot 6 Project because Lot 6 is within 100 feet of residential property, and in particular the Pyles' home. The building currently being constructed in the Bloomfield Lot 6 Project is two stores. *See* Unified Dev. Code at § 8.15(3).
- (3) Alternatively, the height limitations for Lot 6 are set out in Ordinance No. 1036, which specifies that any building on Lot 6 shall be more than one and one-half stories. Notably, in this same Ordinance No. 1036, a single story is set at 20 feet (in describing the height maximums for Lots 3, 4, 7 and 8). Ordinance No. 1036 does not define a "half story." but However, Section 3(473) of the Unified Code states that the roof line of the half story may not exceed three (3) feet above the top level of the story below, to wit:

Story, Half - A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet (3') above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

The Bloomfield Lot 6 Project building exceeds 23 feet in height, in violation of these provisions.

- (4) The building permit expired by its own terms. "The permit becomes null and void if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced." Construction on the Bloomfield Project was suspended from on or about October 2024 to July 2025.
- (5) The slab does not comply with the Fire Code of the City of Keller, Texas. In particular, an inspection revealed that the foundation was poured without regard to the fire sprinkler supply stub. (*See* Exh. 8 hereto; *see also* 2021 International Fire Code with Amendments at Chapter 5.)
- (6) The building foundation is improperly constructed more than three (3) feet above grade.

On receipt of this notice, you must immediately transmit to the board all the papers constituting the record of the action, and all City proceedings in furtherance the Bloomfield Lot 6 Project are automatically stayed.

Stan Lowry
September 15, 2025
Page 3

Thank you for your immediate attention to this matter.

Respetfully,

A handwritten signature in black ink, appearing to read 'M. Cronenwett', is positioned above a horizontal line.

Mark D. Cronenwett of
LEWIS BRISBOIS BISGAARD & SMITH LLP

Enclosures

cc: Sarah Hensley, Director of Community Development (shensley@cityofkeller.com)

From: Stan Lowry <[REDACTED]>
Sent: Friday, September 5, 2025 4:34 PM
To: Cronenwett, Mark <[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

EXTERNAL

Construction is on-going. There is no current hold to my knowledge.

Sent from my iPad

On Sep 5, 2025, at 10:58 AM, Cronenwett, Mark <[REDACTED]> wrote:

Stan,

Does the City staff have an explanation for its position? When will construction re-commence?

Mark Cronenwett

Partner

<Logo_e6253148-26a1-47a9-b861-6ac0ff0bc3c4.png>

T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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From: Stan Lowry <[REDACTED]>

Sent: Friday, September 5, 2025 10:54 AM

To: Cronenwett, Mark <[REDACTED]>

Subject: RE: Bloomfield Office Park Lot 6

EXTERNAL

Mark,

The City staff and I have met and discussed this matter extensively. City staff has concluded that the building in question is in compliance with the applicable zoning, International Building Code requirements, and Unified Development Code requirements (the property was zoned pursuant to Ordinance No. 1036 on December 5, 2000). The City continues to conduct inspections in the normal course of business and has conducted an inspection as recently as August 27, 2025. City staff is also monitoring the violations regarding high weeds and missing landscaping.

Please let me know if you have any questions.

L. Stanton Lowry | Partner

BOYLE & LOWRY, L.L.P.

4201 Wingren Drive, Suite 108 | Irving, Texas 75062

Office: 972.650.7100 | Direct: 972.650.7102 | Fax: 972.650.7105

[REDACTED] | <http://www.boyle-lowry.com/>

<image001.png>

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From: Cronenwett, Mark <[REDACTED]>
Sent: Friday, August 29, 2025 8:05 AM
To: Stan Lowry <[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

Hi Stan,

The building should be one story, 20 foot max. Also the slab needs to be fire code compliant. The current building is also improperly built 3 feet above grade.

Mark

Mark Cronenwett
Partner
<image002.png> [REDACTED]
T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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<image003.png>

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From: Stan Lowry <[REDACTED]>
Sent: Thursday, August 28, 2025 8:55:21 AM
To: Cronenwett, Mark <[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

EXTERNAL

Mark,

As I prepare for my meeting(s) with the city next week, I would like to know what your client is asking for. I ask this in the context that current zoning provides for certain entitlements on the property, which includes a one and a half story building.

I would appreciate your response.

Thank you.

Sent from my iPhone

On Aug 27, 2025, at 9:24 AM, Cronenwett, Mark
<[REDACTED]> wrote:

Thank you.

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b861-6ac0ff0bc3c4.png>

Mark Cronenwett
Partner

T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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From: Stan Lowry <[REDACTED]>
Sent: Wednesday, August 27, 2025 7:13 AM
To: Cronenwett, Mark <[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

EXTERNAL

Getting a meeting with city staff next week.

Sent from my iPhone

On Aug 26, 2025, at 3:23 PM, Cronenwett, Mark
<[REDACTED]> wrote:

Any update, Stan?

Mark

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Mark Cronenwett
Partner

T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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From: Stan Lowry <[REDACTED]>

Sent: Thursday, August 14, 2025 11:17:47 AM

To: Cronenwett, Mark <[REDACTED]>

Subject: Re: Bloomfield Office Park Lot 6

EXTERNAL

Not yet. Working on it.

Sent from my iPhone

On Aug 14, 2025, at 7:48 AM, Cronenwett, Mark
<[REDACTED]> wrote:

Stan, any update?

Mark

<Logo_e6253148-26a1-47a9-b861-6ac0ff0bc3c4.png>

Mark Cronenwett
Partner

T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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From: Cronenwett, Mark
<[REDACTED]>
Sent: Thursday, August 7, 2025 9:53:13 AM
To: Stan Lowry <[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

Stan, it's 4.01(c)

Mark

Mark Cronenwett
Partner
<Logo_e6253148-26a1-47a9-b861-6ac0ff0bc3c4.png> [REDACTED]

T: 214.722.7110 F: 214.722.7111 M: 469.323.6005

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From: Stan Lowry <[REDACTED]>
Sent: Thursday, August 7, 2025 9:47:44 AM
To: Cronenwett, Mark
<[REDACTED]>
Subject: Re: Bloomfield Office Park Lot 6

EXTERNAL

Mark,

As a follow up, you state that zoning expires if construction has not started within 6 months. Can you provide the citation for that statement?

Thank you.

Stan

Sent from my iPhone

On Aug 7, 2025, at 8:11 AM,
Cronenwett, Mark

PUBLIC EMAIL

PUB wrote:

Hello Stan,

Thanks for visiting with me today about this property. I represent Ron and Karen Pyle, who live at 1700 Adalina Drive, which is directly to the east of this Lot 6.

Under Section 8.15(3) of the Unified Code, only one story is allowed because Lot 6 is within 100 feet of residential property. I know that Bloomfield Office Park was zoned before 1700 Adalina, but the Keller Code also provides that zoning terminates if construction does not occur within six months. The initial zoning change for Lot 6 appears to have occurred on December 5, 2000 with Ordinance No. 1036. Despite that Ordinance being passed years ago, construction on Lot 6 only started recently.

Alternatively, the height limitations for this Lot 6 are set out in Ordinance No. 1036, which specifies that any building on Lot 6 shall be more than one and one-

half stories. Notably, in this same Ordinance No. 1036, a single story is set at 20 feet (in describing the height maximums for Lots 3, 4, 7 and 8). Ordinance No. 1036 doesn't describe what a half story is, but the Unified Code does. In Section 3(473), the roof line of the half story can't be more than 3 feet above the top level.

Story, Half - A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three feet (3') above the top floor level, and in which space not more than two-thirds (2/3) of the floor area is finished off for use. A half story containing independent apartment or living quarters shall be counted as a full story.

The picture shows that the supposed half story of the subject structure is a full story. The builder has created an uneven roof line to mask the violation, but it's clear that what was constructed is more than what is allowed under the Code.

There are other issues with the construction, but I wanted to address height initially.

Sincerely,

<image001.jpg>

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Mark Cronenwett
Partner

T: 214.722.7110 F: 214.722.7111 M: 469.3

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From: reactor <[REDACTED]>
Sent: Wednesday, August 6, 2025 3:18 PM
To: Stan Lowry <slowry@boyle-lowry.com>; Shannon Dubberly <sdubberly@cityofkeller.com>; Tag Green <tgreen@cityofkeller.com>; Karen Brennan <kbrennan@cityofkeller.com>; Armin Mizani <amizani@cityofkeller.com>; Greg Will <gwill@cityofkeller.com>; Chris Whatley <cwhatley@cityofkeller.com>; Ross McMullen <rmcmullin@cityofkeller.com>; Aaron Rector <arector@cityofkeller.com>; Sarah Hensley <shensley@cityofkeller.com>
Subject: Following up.

EXTERNAL

To: City of Keller, staff and City Council Members;

I am following up to express my appreciation for the opportunity to deliver more information to the council in regard to our ongoing opposition to the out of compliance building on Lot 6 in the Bloomfield Office Park.

Last night's session was packed with citizens expressing their opposition to the City's decision to enter into a relationship with U.S. Immigration and Customs Enforcement to protect the citizens of Keller, and I am certain you all were focused on managing the

meeting without incident. For the record, we support and applaud the City Council for unanimously approving this initiative.

I hope by now or in the coming few days, you will dig into the information provided in the two (2) packages shared with you last night.

What we are hoping to convey is a sense of urgency in addressing the construction of the building on Lot 6 which was surprisingly re-started apparently without any additional review of the code violations that had already been noted by the City last year or the additional violations that we have clearly demonstrated to City staff and the Council over the course of the year. We continue to reiterate that there has been no discernible attempt to correct these violations and now that construction has been re-started, there is even more concern because the apparent new owners have disregarded these issues as well.

Our priority is to stop the construction of a clearly out of compliance structure next to our property for all the obvious reasons. The additional material submitted demonstrates that the Business Association management and ownership of the Bloomfield Office Park is complicit in this disregard and has not heeded the concerns the Keller City Council shared during the meeting on May 6 of this year. Not one of the issues that were raised in that meeting has been addressed. In fact, there are now even more safety concerns in addition to the myriad of appearance and upkeep issues.

If you note a tone of frustration in our documentation, please consider that we have been communicating our concerns for at least a year or more and thus far there has been no sense of urgency demonstrated by the City of Keller. We believe with good reason that not one of you would not tolerate the level of indifference we have experienced and encourage you to take this issue seriously and do so as soon as possible.

Respectfully submitted for your
immediate attention.

Best regards,

Ron & Karen Pyle
1700 Adalina Drive
Keller, TX 76249

Ron: 469-360-6487
[REDACTED]

Karen: 817-291-3936
[REDACTED]

Sent with [Proton Mail](#) secure email.

EXHIBIT 1


MARY LOUISE NICHOLSON
COUNTY CLERK

Instar Title GF #22-100247

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed with Vendor's Lien

Executed this _____ day of March, 2023

Grantor: Sunset Beach Properties, LLC, a Texas limited liability company

Grantor's Mailing Address: 151 Players Circle, Suite 200, Southlake, TX 76092

Grantee: Bloomfield Lot 6 Office, LLC, a Texas limited liability company

Grantee's Mailing Address: 3477 Vista Highlands Lane, Fort Worth, TX 76135

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Prosperity Bank, a Texas banking association ("Lender"), in the principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender, and by a first lien deed of trust of even date from Grantee to David Zalman, Trustee.

Property (including any improvements):

Lot 6, Block 1 of BLOOMFIELD ADDITION, an addition to the City of Keller, Tarrant County, Texas, according to the plat thereof recorded under Clerk's File No. D219067765, Plat Records, Tarrant County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or

any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendors' liens against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Sunset Beach Properties, LLC, a Texas limited liability company

By:

Michael Levitt
Michael Levitt, Manager

By:

Derick Murway, Manager

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on March 13, 2023, by Michael Levitt ^{KL} and Derick Murway, as March of Sunset Beach Properties, LLC, a Texas limited liability company.

(Notary Seal)

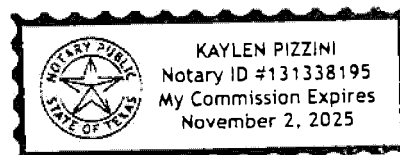
Kaylen Pizzini
Notary Public, State of Texas

After recording return to:

Bloomfield Lot 6 Office, LLC

3477 Vista Highlands Ln.

Fort Worth, TX 76135



any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendors' liens against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Sunset Beach Properties, LLC, a Texas limited liability company

By: _____
Michael Levitt, Manager

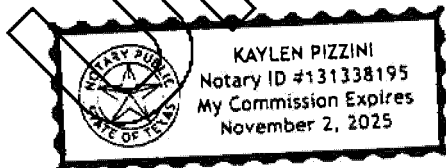
By: _____
Derick Murway, Manager

STATE OF TEXAS

COUNTY OF Tarrant

This instrument was acknowledged before me on March 10, 2023, by Michael Levitt and Derick Murway, as March of Sunset Beach Properties, LLC, a Texas limited liability company.

(Notary Seal)



Notary Public, State of Texas

After recording return to:
Bloomfield Lot 6 Office, LLC

EXHIBIT 2

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

Momentum Title, LLC

GF # 25-01-12101

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER [REDACTED]

Date: JUNE 24, 2025

Grantor: Bloomfield Lot 6 Office, LLC, a Texas limited liability company

Grantor's Mailing Address: 3477 Vista Highlands Dr.
Fort Worth, TX 76135

Trustee: Jessica L. Robertson

Trustee's Mailing Address: 25700 I-45 North, Suite 100
Spring, Texas 77386

Beneficiary: Morlock, LLC, a Texas limited liability company, as to
\$1,300,000.00

Beneficiary's Mailing Address: 6602 Spring-Cypress Rd.
Spring, Texas 77379

Construction Lien Note (the "Note"):

Date: JUNE 24, 2025

Amount: \$1,300,000.00

Maker: Bloomfield Lot 6 Office, LLC, a Texas limited liability company

Payee: Morlock, LLC, a Texas limited liability company,

Final Maturity Date: 6 months following the date of the Note.

Terms of Payment (optional): As described in the Note.

Property (including any improvements):

As described/shown on Exhibit A attached hereto and fully incorporated herewith.

Other Exceptions to Conveyance and Warranty: All matters of record.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee

in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust (this "Deed of Trust") shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations:

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights:

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;

- b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

Trustee's Duties:

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance

General Provisions:

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment.

Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term Note includes all sums secured by this Deed of Trust.
11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

Special Provisions:

1. **CONSENT REQUIRED:** If all or any part of the Property is sold, conveyed, leased, leased with an option to purchase, or otherwise sold (including any contract for deed), without Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion, Beneficiary may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between Grantors, or the passage of title by reason of the death of a Grantor or by operation of law will not entitle Beneficiary to exercise the remedies provided in this paragraph.

2. ESCROW NOT REQUIRED: Grantor shall furnish Beneficiary annually, before the taxes become delinquent, evidence that all taxes on the Property have been paid. Grantor shall furnish Beneficiary annually evidence of paid-up casualty insurance naming Beneficiary as an additional loss payee.
3. RENEWAL AND EXTENSION OF LIENS: The Note renews and extends the balance that Grantor owes on a prior note in the original principal amount of \$950,000.00, which is dated March 13, 2023, executed by Bloomfield Lot 6 Office, LLC, a Texas limited liability company, and payable to the order of Prosperity Bank. The prior note is secured by two instruments both of which create liens against the Property; a deed retaining a vendor's lien from Sunset Beach Properties, LLC, a Texas limited liability company to Bloomfield Lot 6 Office, LLC, a Texas limited liability company, dated March 13, 2023 and recorded under D223042368, Official Public Records of Tarrant County, Texas; and a deed of trust from Bloomfield Lot 6 Office, LLC, a Texas limited liability company to David Zalman, Trustee, dated March 13, 2023 and recording under D223042369, Official Public Records of Tarrant County, Texas. Grantor acknowledges that the liens securing the prior note are valid, that they subsist against the Property, and that by this deed of trust they are renewed and extended in full force until the Note is paid.

[SIGNATURE ON FOLLOWING PAGE]

EXECUTED as of June 26, 2025.

GRANTOR:

Bloomfield Lot 6 Office, LLC

By *Douglas Webb*
Name: Douglas Webb, Manager

STATE OF TEXAS

COUNTY OF Collin

§
§
§

This instrument was acknowledged before me on June 26, 2025, by Douglas Webb, Manager of Bloomfield Lot 6 Office, LLC, a Texas limited liability company.

Felicia Ramsey
Notary Public in and for the
State of Texas

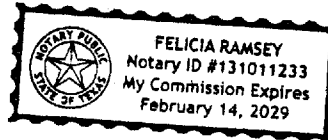


Exhibit "A"
Property Description

Lot 6, in Block 1, of AMENDING PLAT OF BLOOMFIELD ADDITION, an addition to the City of Keller, Tarrant County, Texas, according to the Plat thereof recorded under Clerk's File No. D219067765, Plat Records, Tarrant County, Texas.

Unofficial Copy

EXHIBIT 3

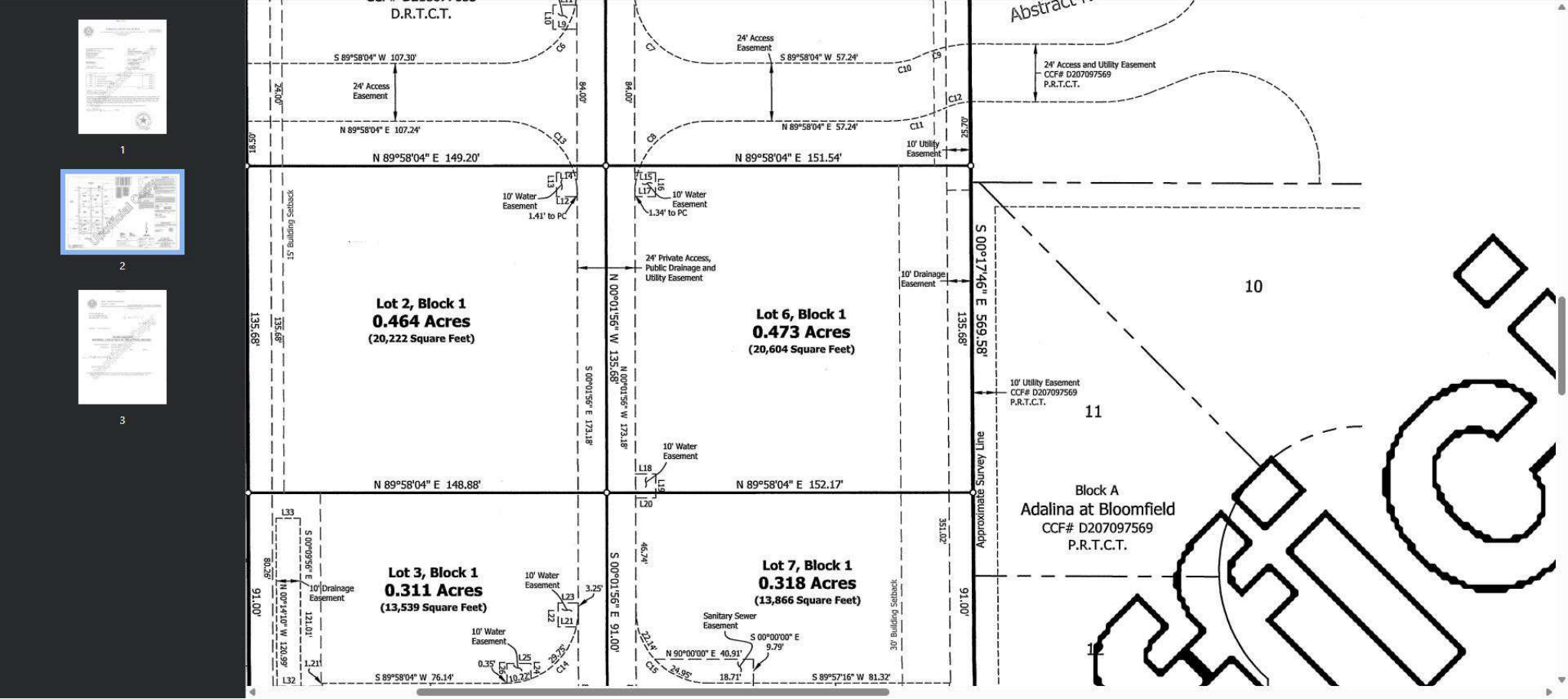


EXHIBIT 4

Section 8.15 - O - Office

1.

General Purpose and Description. The O, Office District is established to create a flexible District for low intensity office and professional uses generally in buildings two (2) stories or less. Permitted uses should be compatible with adjacent residential areas by limiting heights to one (1) story and utilizing buffers and landscape requirements established by the District. Adaptive reuse of existing structures is encouraged. Sites zoned "O" may be built over two (2) stories in height if located away from any properties zoned for single family residential. Buildings in this District should be compatible and in similar scale with residential uses and adjacent property.

2.

Permitted Uses.

a.

Those uses specified in this Section.

b.

Accessory uses to the main use.

c.

Professional, administrative, and general office uses. d. Uses permitted by Specific Use Permit (SUP).

3.

Height Regulations.

a.

Maximum Height - Two (2) stories, thirty-five feet (35'); if additional height over thirty-five feet (35') is desired, then an additional setback is required. One (1) story and twenty-five feet (25') maximum height if within one hundred feet (100') of a developed SF-zoning district/lot. Architectural features may exceed twenty-five feet (25').

b.

Roof Pitch - Buildings shall have pitched or mansard roof design. Other roof type may be considered on a case-by-case basis, by the City Council.

4.

Area Regulations.

a.

Size of Lots.

1)

Minimum Lot Size - Thirty-three thousand (33,000) square feet.

2)

Minimum Lot Width - One hundred fifty feet (150').

b.

Size of Yards.

1)

Minimum Front Yard - Thirty feet (30'); all yards adjacent to a street shall be considered a front yard.

2)

Minimum Side Yard - Exterior, fifteen feet (15'); interior, none; thoroughfare, thirty feet (30').

3)

Minimum Rear Yard - Twenty feet (20').

4)

Adjacent to a Single-Family District - The side or rear setback, whichever is adjacent to the single-family zoning district shall observe a thirty-foot (30') setback.

5)

Additional setback for structures over thirty-five feet (35') - One (1) additional foot setback for each additional two feet (2') in height above thirty-five feet (35').

5.

Other Regulations.

a.

As established in Article Eight.

b.

Parking Requirements: As established in Section 9.02 - Off Street Parking and Loading Requirements.

c.

No permanent use of temporary dwellings, such as travel trailers or mobile homes, may be used for on-site dwelling or non-residential purposes.

d.

Site Plan submittal is required.

e.

No outside storage or display is permitted unless approved by a Specific Use Permit (SUP).

O Zoning District Use Table

P = Permitted Uses

SUP = May Be Approved as Special Use Permit

Additional uses permitted only by Planned Development Districts are listed in [Section 8.27\(l\)](#)

- = Not Permitted

EXHIBIT 5







EXHIBIT 6

ORDINANCE NO. 1036

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF KELLER, TEXAS, BY AMENDING THE ZONING MAP AND CHANGING THE ZONING FROM SF-LD (SINGLE FAMILY-LOW DENSITY) TO PD-O (PLANNED DEVELOPMENT-OFFICE) FOR BLOOMFIELD OFFICE PARK, A PROPOSED OFFICE DEVELOPMENT, LOCATED ON A 4.15-ACRE TRACT OF LAND OUT OF THE J. DURHAM SURVEY, ABSTRACT NO. 424, ON THE SOUTH SIDE OF KELLER PARKWAY (FM 1709) APPROXIMATELY 400 FEET EAST OF BEAR HOLLOW DRIVE, IN THE CITY OF KELLER, TARRANT COUNTY, TEXAS; PROVIDING A PENALTY; AND AUTHORIZING PUBLICATION.

WHEREAS, Terry Sisk, applicant, and Khosrow Yazhari, owner, have submitted a zoning change request (Z-00-14) which has been reviewed by the City Staff; and

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet (200') of the property herein described at least ten (10) days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Keller at least fifteen (15) days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation to approve the zoning change request with stipulations; and

WHEREAS, the City Council is of the opinion that the zone change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Keller.

1 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
2 CITY OF KELLER, TEXAS:

3 Section 1: THAT, the above findings are hereby found to
4 be true and correct and are incorporated
5 herein in their entirety.

6 Section 2: THAT, the Comprehensive Zoning Ordinance of
7 the City of Keller, Texas, and the
8 accompanying Zoning Map are hereby amended
9 insofar as they relate to certain land
10 located on a 4.15-acre tract of land out of
11 the J. Durham Survey, Abstract No. 424, on
12 the south side of Keller Parkway (FM 1709)
13 approximately 400 feet east of Bear Hollow
14 Drive, by changing the zoning thereon from
15 SF-LD (Single Family-Low Density) to PD-Q
16 (Planned Development-Office) for Bloomfield
17 Office Park, a proposed office development in
18 the City of Keller, Texas, with the following
19 stipulations:

- 20 1. The building on Lot 3 shall be moved out
21 of the thirty-foot (30') landscape
22 buffer, and the parking spaces shown in
23 the thirty-foot (30') landscape buffer
24 between the buildings on Lots 3 and 4
25 shall be deleted.
- 26 2. Large canopy trees shall be planted at
27 one (1) tree per forty feet (40') within
28 the ten-foot (10') buffer along the west
property line adjacent to the Cambridge
Woods Office Development.
3. The information stated in the development
proposal shall be placed on the face of
the zoning exhibit with corrections
noted.
4. The buildings adjacent to residential
uses on Lots 3, 4, 7, and 8 shall be
limited to one (1) story, twenty feet
(20') in height and a maximum of three
thousand (3,000) square feet.
5. Buildings on Lots 2 and 6 shall be
limited to one and one-half (1½) stories
and six thousand (6,000) square feet
each.

1 6. Parking lot driveway pavement in the
2 twenty-four-foot (24') cross access
3 easement on the south side of Lots 1 and
4 5 shall continue to the property line so
5 that parking areas on adjacent properties
6 may connect to this development.

7 The fences on the south and west sides
8 adjacent to residential areas shall be
9 constructed of brick and match the
10 buildings in color and texture.

11 8. The screening wall fences and detention
12 pond shall be constructed at the time of
13 any lot development.

14 The building line label on Lot 4 shall be
15 corrected to thirty feet (30') instead of
16 twenty-five feet (25').

17 Section 3: THAT, any person, firm, or corporation
18 violating any of the provisions of this
19 Ordinance, as read together with the
20 Comprehensive Zoning Ordinance and
21 accompanying map thereto, shall be guilty of
22 a misdemeanor and upon final conviction
23 therefore shall be fined in a sum not to
24 exceed Two Thousand Dollars (\$2,000.00).
25 Each and every day such violation continues
26 shall constitute a separate offense and shall
27 be punishable as such hereunder.

28 Section 4: THAT, the City Secretary is hereby authorized
and directed to cause publication of the
descriptive caption and penalty clause hereof
as an alternative method of publication
provided by law.

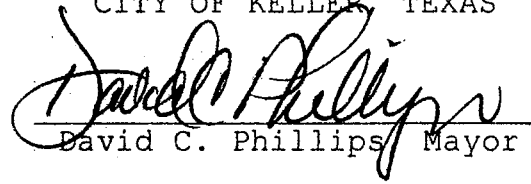
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AND IT IS SO ORDAINED.

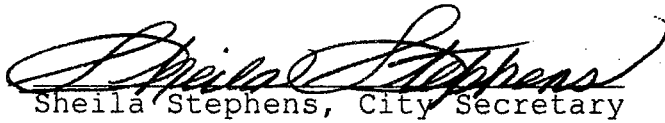
Passed and approved by a vote of 5 to 0 on this the 5th day of December, 2000.

CITY OF KELLER, TEXAS

BY:


David C. Phillips Mayor

ATTEST:


Sheila Stephens, City Secretary

Approved as to Form and Legality:

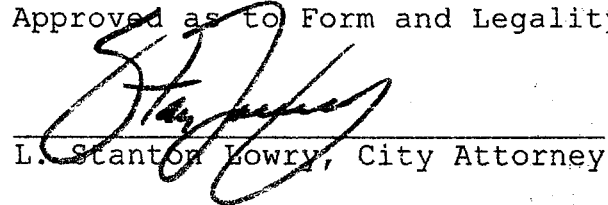

L. Stanton Lowry, City Attorney

EXHIBIT 7

Section 4.01 - Application and General Requirements

Article Four provides a simple framework for the processes of land development in the City of Keller. All land development and use within Keller's City Limits is guided by the many documents that form the City's Master Plan and regulated by the Unified Development Code, so that development will occur in a manner appropriate to the character of the city, as defined by its citizens. This section's purpose is to advise landowners, developers, architects, and engineers of the process of land development. This section contains flow charts and timelines of the processes, a list of steps involved, and a checklist of items to submit. Applications for each process are in Article Nine- Application Forms of this Code. The following general requirements shall apply to all applications under this Development Code:

A.

Authority to File Applications. Any application for development review or approval under this Development Code shall be filed by the person having legal authority to take action in accordance with the approval sought. That person is presumed to be the record owner, purchaser under a sale from the record owner, or the duly authorized agent of the record owner in the absence of satisfactory proof to the contrary. The City shall be authorized to require proof of legal authority to take the action sought. The Planning and Zoning Commission or the City Council may initiate any action under this Development Code with or without an application from the property owner.

B.

Applications. Applications required under this Article shall be submitted on forms and in such numbers as required by these regulations. Applications should be accompanied by all required documents and a nonrefundable fee established by City Council to defray the costs of processing applications. Applications shall be reviewed for completeness within five (5) days of submittal.

If the City determines that the application is complete, the application shall then be processed. If the City determines that it is incomplete upon initial submittal, the City shall notify the applicant of the deficiencies. If the city determines that a resubmittal has not addressed comments provided on previous submittals, reapplication fees will be charged. Only complete applications will be accepted for review and processing. The required time frame for action by an approval body starts once a complete application and documents are submitted. An application that does not have all required documents will not be considered filed with the City and time periods for review will not begin to run until the application is complete.

C.

Inactive Development Applications. All inactive development applications including Zoning Changes, Specific Use Permits, Site Plans, Landscaping and Screening Wall Plans, and all Plats that have remained idle for a total of six (6) months shall automatically expire. The six (6) month time period will begin on the date that the most recent set of staff comments was returned to the applicant. A complete application along with the appropriate application fee shall be resubmitted in order to resume activity on an application in the development process.

D.

Application Completeness.

1.

Any application that does not include required information or that is not accompanied by the required fee shall be returned to the applicant as incomplete and no further processing of the application shall occur until the deficiencies are corrected. Fees shall not be required with

applications initiated by the Planning and Zoning Commission, City Council, or City department heads.

2.

Basic fees associated with development applications are published in Article Nine - Fees.

E.

Requirements for Development.

1.

Zoning. The first step in development is zoning the property for its appropriate use. Zoning is the delineation of districts and the establishment of regulations governing the use, placement, spacing, and size of land and building. The purpose of zoning is to promote the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance. Each Zoning District has a list of allowed uses and specifications for the size and type of building permitted. The Zoning Districts have been designed to lessen street congestion; to secure public safety from fire; to ensure adequate light and air, and prevent the overcrowding of land; to expedite the adequate provision of transportation, water, sewer, parks, and other public facilities; and to protect the natural resources that contribute to noise reduction, air quality, glare reduction, and promote the natural ecological, environmental, and aesthetic qualities of the City.

2.

Site Plans and Civil Engineered Plans. Site plans and necessary civil engineered plans must be submitted prior to the Final Plat for residential construction; the building plans, site plans, and necessary civil engineered plans shall be submitted prior to the Final Plat for non-residential construction. These plans detail the specific locations and design of public and private improvements to be installed in the subdivision or addition.

All non-single family residential construction requires a submittal of a Site Plan and full Civil Engineered Plans. This is a document that shows the development plan for one or more lots. A Site Plan may be submitted with a Preliminary Site Evaluation, however must be submitted prior to a Final Plat. Site Plans and Civil Engineered Plans show the location of proposed buildings, parking, fire lanes, fire hydrants, landscaping, access, lighting, signs (detached and directional) and public/private infrastructure needed to develop the site. Site Plan review is to ensure efficient and safe land development; harmonious use of land; compliance with appropriate design and zoning standards; safe and efficient vehicular and pedestrian circulation, parking, and loading; and adequate water supply, drainage and storm water management, sanitary facilities, and other utilities and services. Civil Engineered Plans shall be stamped, sealed, and signed as required by the Texas Board of Professional Engineers. (Amended by Ord. No. 17-1 on October 1, 2015)

3.

Plats. Platting is the act of subdividing land into lots on which homes and businesses can be built. Preliminary Site Evaluations and Final Plats locate the boundaries of each lot, street, open space, easements, dedications, etc., planned for the parcel. Platting ensures orderly development patterns, and enables City Staff and the developer to plan for appropriate drainage, streets, water, and sanitary sewer facilities when the property is developed. (Amended by Ord. No. 17-1 on October 1, 2015)

4.

Development Agreements. For all subdivisions or additions requiring public improvements such as streets, drainage, water, sewer facilities, or public fund participation, the developer shall enter into an agreement with the City to delineate responsibility for construction and expenditures.

These agreements outline a general contractor's performance bond, contractor's maintenance bond, fees to be paid, and other information as required. This document is prepared by the Public Works Department.

5.

Building Permits. Building Permits are permission from the City for the construction, repair, or alteration of, or addition to, a structure. For residential subdivisions, Building Permits are issued after drainage, water, sewer, and street facilities have been completed and accepted, in order to ensure that the underlying infrastructure is available before building begins. For non-residential development, a Building Permit may be issued simultaneously with the infrastructure construction.

Certificate of Occupancy. The final step in non-residential construction is the issuance of a Certificate of Occupancy, which allows use of a building, and certifies that it has been constructed and will be used in compliance with all municipal codes.

F.

Requirements for Phasing a Development. A development may be phased on a preliminary site evaluation or site plan by establishing phase lines and/or lot lines. Each phase shall be capable of standing alone, as development occurs and not depend on future construction to meet City standards or requirements. All required public and private improvements, as defined by this Code, shall be designed and constructed with each phase in conformance with all current applicable City standards. (Amended by Ord. No. 17 1 on October , 2015)

EXHIBIT 8

PERMIT TYPE: **COMMERCIAL**

SUBDIVISION/COMM SITE: **BLOOMFIELD ADDN**

TAX MAP NO: **2841T-1-6**

PERMIT SUB TYPE : **NEW BUILDING COMM**

BLDG USE GROUP:

JOB ADDRESS: **1716 KELLER PKWY**

DESCRIPTION: **BLOOMFIELD OFFICES LOT 6**

ZONED AS:

TOTAL SQFT: **0**

SPRINKLERS:

TOTAL WORK VALUE: **\$950,000.00**

TYPE OF CONSTRUCTION:

BUILDING USE:

APPLICANT: **TX EMPIRE GROUP**

PHONE: **(405)414-5575**

MAILING ADDRESS: **3477 VISTA HIGHLANDS LAKE WORTH, TX 76135**

FAX:

CONTRACTOR: **TX EMPIRE GROUP**

PHONE: **(405)414-5575**

MAILING ADDRESS: **3477 VISTA HIGHLANDS LAKE WORTH, TX 76135**

FAX:

OWNER: **SUNSET BEACH PROPERTIES LLC**

PHONE:

MAILING ADDRESS: **151 PLAYERS CIR STE 200 SOUTHLAKE, TX 76092**

FAX:

ARCHITECT:

PHONE:

MAILING ADDRESS: ,

FAX:

COMMENTS

The foundation was poured without regard for the fire sprinkler supply stub. No additional inspections or actions on this permit until that is corrected,

FEES

DESCRIPTION	ACCOUNT	QUANTITY	PAID AMOUNT
COMMERCIAL BUILDING PERMIT FEE	100-00-000-41030-000000	0	\$5371.25
COMMERCIAL ELECTRICAL	100-00-000-41060-000000	0	\$185.00
COMMERCIAL MECHANICAL	100-00-000-41020-000000	0	\$185.00
COMMERCIAL PLAN REVIEW	100-00-000-41100-000000	0	\$3491.31
COMMERCIAL PLUMBING	100-00-000-41010-000000	0	\$185.00
CONTRACTOR REGISTRATION	100-00-000-41030-000000	0	\$50.00
FW WATER IMPACT FEE	200-00-000-26500-000000	0	\$9905.00
METER FEE	200-00-000-44050-000000	0	\$829.14
ROADWAY IMPACT SA SOUTH	172-00-000-41302-000000	0	\$14903.36
SECURITY DEPOSIT FEE	200-00-000-26991-000000	0	\$250.00
WASTEWATER FACILITY IMPACT FEE	232-00-000-41320-000000	0	\$10365.00
WATER FACILITY IMPACT FEE	231-00-000-41310-000000	0	\$24521.25

TOTAL: \$70,241.31

**ALL WORK TO CONFORM TO THE CURRENT EDITION OF THE INTERNATIONAL BUILDING CODE (IBC).
A 24 HOUR NOTICE IS REQUIRED FOR ALL INSPECTIONS.**

EXHIBIT 9

SUBMITTAL CHECKLIST

The City has in effect the Unified Development Codes, the 2021 International Codes, the 2020 National Electrical Code and the 2018 International Energy Code. Please refer to these documents for preparation of your plans. Please allow minimum of (15) working days for review.

The permit becomes null and void if work or construction authorized is not commenced within 180 days or, if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

Food establishments and/or food handling businesses are required to contact the Tarrant County Health Department for separate permitting and inspection procedures. Verification of a passing Health Inspection must be provided in order to receive a Certificate of Occupancy for food establishments and/or food handling businesses.

If this permit is for a shell building, then each individual tenant will need to apply for a CO.

The Plan Review Fee is due at the time of application submittal.

***Submit (1) Thumb Drive in PDF format including the following:**

☐ **BUILDING PLANS**

SIZE: 24" x 36"

- ☐ Elevations
- ☐ Approved Plat
- ☐ Floor plan
- ☐ Roof plan
- ☐ Door, window, and hardware schedule
- ☐ Structural plans
- ☐ Foundation plan designed by a State of Texas licensed professional engineer
- ☐ Construction details: interior and exterior wall sections, interior finish, interior elevations, etc.
- ☐ Mechanical, electrical (including riser diagram), and plumbing (including riser diagram) plans.
- ☐ Fire protection plan for fire-rated walls, ceilings, and floors (if applicable)
- ☐ Architect's or engineer's seal and signature as required by state law
- ☐ Site Plan- Location of building on property and setbacks
- ☐ Civil Plans

Required to be provided separately

☐ **ENERGY PLANS**

SIZE: 8.5" x 11"

- ☐ COMcheck or equivalent energy code compliance report

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR PERFORMANCE OF CONSTRUCTION.

Garland Bell

EXHIBIT 10



**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
Bloomfield Lot 6 Office LLC**

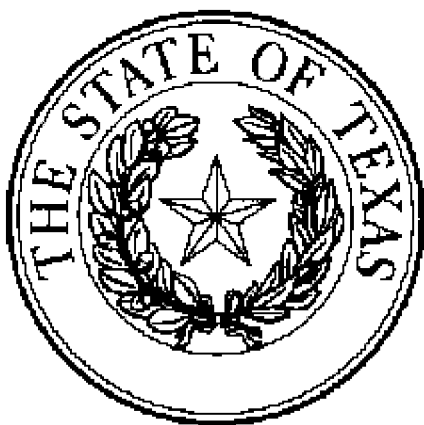
File Number : 804940252

Certificate / Charter forfeited : February 21, 2025

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in cursive script that reads "Jane Nelson".

Jane Nelson
Secretary of State

EXHIBIT 11

CAUSE NO. 24-12-20238

EOVP, LLC, BLOOMFIELD LOT 6 OFFICE, LLC,	§	IN THE DISTRICT COURT OF
AND DOUG WEBB, ABDUL JAMEEL ABDUR	§	
RAHMAN, AVTR MGR LLC, AVTR, LLC,	§	
INDIVIDUALLY AND DERIVATIVELY,	§	
	§	
<i>PLAINTIFFS,</i>	§	
	§	
v.	§	
	§	MONTGOMERY COUNTY, TEXAS
GARLAND BELL, LINDA BELL, LINDA BELL	§	
FINANCIAL SERVICES, LLC, TX EMPIRE	§	
GROUP, LLC, INDIVIDUALLY AND D/B/A	§	
EMPIRE GROUP, JOE SNELLINGS,	§	
MULTIFAMILY CONSULTANTS, INC.	§	
	§	
<i>DEFENDANTS.</i>	§	
	§	
	§	284 th JUDICIAL DISTRICT

JUDGMENT

ON THIS DAY, this Court considered the Motion for Summary Judgment filed by Plaintiffs, EOVP, LLC("EOVP"), Bloomfield Lot 6 Office, LLC ("Bloomfield"), Doug Webb ("DWebb"), Abdul Jameel Abdur Rahman ("ARahman"), AVTR MGR LLC, AVTR, LLC, Individually and derivatively ("AVTR") (collectively "Plaintiffs"), against Defendant, Garland Bell and the Motion for Default Judgment filed by Plaintiffs against Defendants, Linda Bell ("LBell"), Linda Bell Financial Services, LLC ("LBFinancial"), TX Empire Group, LLC, Individually and D/B/A Empire Group ("TXE"), Joe Snellings ("JSnellings"), and Multifamily Consultants, Inc. ("MC") (collectively "Defendants"), and after considering the motions, evidence presented and this Court's file, the Court finds the motions in all things good and GRANTS the motions.

THE COURT DECLARES:

The Operating Agreements of EOVP, LLC and Bloomfield Lot 6 Office, LLC do not permit distributions from the corporate accounts without authorization.

Defendant, Garland Bell, did not have authorization to make distributions to himself and third-parties in the amount of \$523,003.60.

The Operating Agreements obligate the Managers to keep complete and accurate books and records and supporting documentation of the transactions with respect to the conduct of company business.

Defendant, Garland Bell, did not keep complete and accurate books and records and supporting documentation of the transactions with respect to the conduct of company business.

IT IS THEREFORE:

ORDERED that Judgment is hereby rendered for Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, Individually and derivatively, against Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc., joint and severally;

ORDERED that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, damages in the amount of \$523,003.60, joint and severally;

ORDERED that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, exemplary damages in the amount of \$1,246,006.12, joint and severally;

ORDERED that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, prejudgment interest in the amount of 7.5% per annum from May 12, 2023 until the date immediately preceding the date of this Judgment;

ORDERED that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, prejudgment interest in the amount of 7.5% per annum the date of this Judgment until the Judgment be paid in full;

ORDERED that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, attorney's fees through Judgment in the amount of \$38,000;

ORDERED that Defendants, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, attorney's fees for collections in the amount of \$20,000;

ORDERED that Defendants, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, attorney's fees for successfully defending this Judgment in the court of next instance in the amount of \$30,000;

ORDERED that Defendants, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, attorney's fees for successfully defending this Judgment in a supreme court in the amount of \$30,000; and

ORDERED that Defendants, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, Individually and D/B/A Empire Group, Joe Snellings, and Multifamily Consultants, Inc. shall pay, joint and severally, to Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, Abdul Jameel Abdur Rahman, AVTR MGR LLC, AVTR, LLC, costs of this suit; and

ORDERED that Plaintiffs, EOVP, LLC, Bloomfield Lot 6 Office, LLC, are dissolved.

All relief not specifically set forth herein is denied.

SIGNED _____


5/30/2025 3:15:04 PM



PRESIDING JUDGE

APPROVED & ENTRY REQUESTED

THE WATTS LAW FIRM, P.C.

By: 

Joseph K. Watts
Texas Bar No. 24005135
Tel. (832) 226-2491


Derek N. Davila
Texas Bar No. 24143976
Tel. (956) 245-1713


10810 Katy Frwy, Suite 102
Houston, Texas 77043

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon the following pro se parties by electronic service on this 23 day of April 2025.

Garland Bell
Ind. and as Managing Member of
Texas Empire Group, LLC
[REDACTED]

Via e-file and serve

Linda Bell
Ind. and as Managing Member of
Linda Bell Financial Services, LLC
[REDACTED]

Via e-file and serve

Joe Snellings
Ind. and as CEO and President of
Multifamily Consultants, Inc.
[REDACTED]

Via e-file and serve



By: _____
Joseph K. Watts

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Joseph Watts on behalf of Joseph Watts

Bar No. 24005135

[REDACTED]

Envelope ID: 100002517

Filing Code Description: Motion For Summary Judgment

Filing Description: Motion for Summary Judgment

Status as of 4/24/2025 10:29 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Joseph Watts		[REDACTED]	4/23/2025 3:09:10 PM	SENT
Derek Davila		[REDACTED]	4/23/2025 3:09:10 PM	SENT
Garland Bell		[REDACTED]	4/23/2025 3:09:10 PM	SENT
Linda Bell		[REDACTED]	4/23/2025 3:09:10 PM	SENT
Joe Snellings		[REDACTED]	4/23/2025 3:09:10 PM	SENT

EXHIBIT 12

CAUSE NO. 24-12-20238

EOVP, LLC, BLOOMFIELD LOT 6 OFFICE, LLC,	§	IN THE DISTRICT COURT OF
AND DOUG WEBB, ABDUL JAMEEL ABDUR	§	
RAHMAN, AVTR MGR LLC, AVTR, LLC,	§	
INDIVIDUALLY AND DERIVATIVELY,	§	
	§	
<i>Plaintiffs,</i>	§	
	§	
VS.	§	MONTGOMERY COUNTY, TEXAS
	§	
GARLAND BELL, LINDA BELL, LINDA BELL	§	
FINANCIAL SERVICES, LLC, TX EMPIRE	§	
GROUP, LLC, INDIVIDUALLY AND D/B/A	§	
EMPIRE GROUP, JOE SNELLINGS, AND	§	
MULTIFAMILY CONSULTANTS, INC.	§	Montgomery County - 284th Judicial District Court
	§	
<i>Defendants.</i>	§	<u> </u> JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR INJUNCTIVE RELIEF

NOW COMES Plaintiffs EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb and Abdul Jameel Abdur Rahman, individually and as a managing members of Plaintiffs EOVP, LLC and Bloomfield Lot 6 Office, LLC, or in the alternative bring this action, with AVTR MGR, LLC and AVTR, LLC, in the right of EOVP, LLC or Bloomfield Lot 6 Office, LLC, as derivative actions complaining of Defendants, Garland Bell, Linda Bell, (collectively the "Bells"), Linda Bell Financial Services, LLC, TX Empire Group, LLC, individually and d/b/a Empire Group, Joe Snellings, Multifamily Consultants, Inc. and for cause of action would respectfully show unto the Court the following:

DISCOVERY CONTROL PLAN AND RELIEF SOUGHT

1. Pursuant to Rules 47 and 190.4 of the Texas Rules of Civil Procedure ("TRCP"), this is a fraud, breach of fiduciary duty, judicial forfeiture, breach of contract and conspiracy matter

for which Plaintiffs seek monetary relief over \$1M and intends to conduct discovery under Level 3 of the Texas Rules of Civil Procedure.

2. Plaintiffs asks the Court to issue a docket control order.

NATURE OF THIS ACTION

3. This is an action by Texas limited liability companies and certain members and managers therein against other members and managers for injunctive relief, judicial dissolution and breach of fiduciary duty, breach of contract, fraud in a real estate transaction, conspiracy to defraud, and violations of the Texas Theft Liability Act. Plaintiffs seek a declaratory judgment, injunctive relief, and damages arising from Defendants' fraudulent conduct and mismanagement of EOVP and Bloomfield including but not limited to the Bells looting of EOVP and Bloomfield's operating accounts, failure to pay contractors, attempting to deposit counterfeit currency into the operating account, distributions to friends and family of the Bells, and misappropriation of company assets. Plaintiffs also seek immediate injunctive relief to prevent Defendants from taking any further actions as managers of EOVP and Bloomfield which actions threaten imminent irreparable harm to the companies and their legitimate business interests.

PARTIES

4. Plaintiff, EOVP, LLC ("EVOP"), is a Texas Limited Liability company with its principal place of business at 4790 Virginia Parkway, McKinney, TX 75070. EOVP may be served through its attorney of record. No service is requested.

5. Plaintiff, Bloomfield Lot 6 Office, LLC ("Bloomfield"), is a Texas Limited Liability company with its principal place of business at Bloomfield Office Lot 6 (intersection of Keller Pkwy

and Bloomfield Dr.), Keller, Texas 76248. Bloomfield may be served through its attorney of record. No service is requested.

6. Plaintiff, Doug Webb ("Webb") is an individual domiciled in Texas and may be served with process through his attorney of record. No service is requested.

7. AVTR LLC ("AVTR") is a Texas limited liability company which its principal place of business located at 9141 Steiner St., Fort Worth, Texas 76244-6197 and may be served through its attorney of record. No service is requested.

8. AVTR MGR, LLC ("AVTR MGR") is a Texas limited liability company which its principal place of business located at 9141 Steiner St., Fort Worth, Texas 76244-6197 and may be served through its attorney of record. No service is requested.

9. Defendant, Garland Bell ("GBell") is an individual domiciled in Oklahoma and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, GBell may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701 as permitted by Section 17.044 of the CPRC who may then provide service on GBell may be served at 20582 Antler Farms Dr., Edmond, Ok 73012-0629 or wherever he may be found.

10. Defendant, Linda Bell ("LBell") is an individual domiciled in Oklahoma and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, LBell may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701

as permitted by Section 17.044 of the CPRC who may then forward process to LBell at 2717 NW 45th St., Oklahoma City, Ok 73112-8219 or wherever she may be found.

11. Defendant, Tx Empire Group, LLC ("TEG") is an foreign entity organized in the State of Oklahoma and doing business as Empire Group with its principal place of business located at 20582 Antler Farms Drive, Edmond, Oklahoma 73012-0629 and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, TEG may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701 as permitted by Section 17.044 of the CPRC who may then forward process to TEG at 20582 Antler Farms Dr., Edmond, Ok 73012-0629 or wherever it may be found.

12. Defendant, Linda Bell Financial Services, LLC ("LBFS") is an foreign entity organized in the State of Oklahoma with its principal place of services at 2717 NW 45th St., Oklahoma City, Oklahoma 73112-8219 and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, LBFS may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701 as permitted by Section 17.044 of the CPRC who may then forward process to LBFS at 2717 NW 45th St., Oklahoma City, Oklahoma 73112-8219 or wherever it may be found.

13. Defendant, Multifamily Consultants, Inc., is a foreign corporation organized in the State of Oklahoma with its principal place of business located at 3105 Crown Feathers Dr.,

Edmond, Oklahoma 73013 and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, Multifamily Consultants, Inc. may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701 as permitted by Section 17.044 of the CPRC who may then forward process to Multifamily Consultants, Inc. through Joe Snellings at 3105 Crown Feathers Dr., Edmond, Oklahoma 73013 or wherever he may be found.

14. Defendant, Joe Snellings, is an individual domiciled in Oklahoma and has engaged in business in Texas under Section 17.042 of the Texas Civil Practice & Remedies Code ("CPRC") by committing one or more torts in Texas as alleged hereinbelow but does not maintain a regular place of business in Texas or a designated agent for service of process; therefore, Joe Snellings may be served through the Texas Secretary of State at 1019 Brazos Street, Austin, Texas 78701 as permitted by Section 17.044 of the CPRC who may then forward process to Joe Snellings at 3105 Crown Feathers Dr., Apt. D, Edmond, Oklahoma 73013 or wherever he may be found.

JURISDICTION AND VENUE

15. The district courts of Texas have the jurisdiction set forth in Article 5, section 8 of the Texas Constitution and over all civil matters involving an amount in controversy more than \$500 exclusive of interest. TEX. GOV. CODE § 24.007. This is a civil matter with an amount in controversy more than \$500. Therefore, this Court has jurisdiction to hear and decide this matter.

16. On order of judicial dissolution may only be issued by a district court in the county of the registered office or principal place of business of a limited liability company. TEX. BUS. ORG. CODE ann. § 11.314. The registered office of EOVP and Bloomfield are in Montgomery County,

Texas. Thus, Venue is mandatory in a district court in Montgomery County, Texas.

17. Venue is proper in Montgomery County pursuant to Section 9.8 of EOVP and Bloomfield's Operating Agreements, which provides that any dispute or matter arising under this Agreement may be brought in any court in the State of Texas having jurisdiction over the subject-matter of the dispute or matter. Ex. A at Ex.'s 1-2.

18. The claims alleged hereinbelow include both common law tort and contract claims in an amount exceeding the jurisdictional limit of district courts; therefore, the district courts of Montgomery County, Texas have subject-matter jurisdiction in this matter. Venue is proper in Montgomery County, Texas.

19. Furthermore, Section 9.8 of the EOVP and Bloomfield's Operating Agreements shows the parties agreed and consented to the exercise of personal jurisdiction by any such court with respect to any such proceeding. Ex. A at Ex.'s 1-2. Therefore, the parties' actual knowledge of this lawsuit is all that is required for this Court to assert personal jurisdiction. The Defendants are being served by e-mail through the Texas e-filing system and through the Texas Long Arm Statute.

FACTS

20. With the exception of those facts in support of injunctive relief, the following allegations are on information or belief.

A. EOVP

21. On or about February 28, 2022, EOVP was formed as a Texas limited liability company. Ex. A at Ex. 1. The company's stated purpose was to own, develop (as shell) and sell property located at the intersection of Virginia Parkway and Lake Forest Drive in McKinney,

Texas. Ex. A at Ex. 1, ¶ 2.2.1.

22. Membership in EOVP is divided equally between Linda Bell, Doug Webb, Garland Bell, and AVTR. Ex. A at Ex. 1, signature page.

23. GBell has been the general contractor regarding the development.

24. Distributions may only be made to Interest Holders at such times as excess cash exists over and above existing Company obligations. Ex. A at Ex. 1, ¶ 4.1.

25. The EOVP Operating Agreement indicates that EOVP is a manager managed company whereunder the managers are the Bells, Webb and Abdul Jameel Abdur Rahman.¹ Ex. A at Ex. 1, ¶ 5.1.1.

26. Managers may be removed by 51% of the Members when the basis is a Manager's fraud, bad faith or gross negligence or breach of the Operating Agreement. Ex. A at Ex. 1, ¶ 5.1.3.4.

27. Managers are only entitled to fair and reasonable compensation for services as is determined by the Managers. Ex. A at Ex. 1, ¶ 5.3.2.

28. Managers shall be indemnified and not liable to the company or any Member unless the act is a breach of the duty of loyalty, was not in good faith, involved intentional or knowing violation of the law, resulted in receipt of improper personal benefit, or constituted gross negligence. Ex. A at Ex. 1, ¶ 5.5. Managers must make the books and records available to all other Managers and Members. Ex. A at Ex. 1, ¶ 5.5. The Managers have a duty to act in the best interest of the Company and its Members and to otherwise act in a commercially reasonable manner. Ex. A at Ex. 1, ¶ 5.5.

¹ Rahman has agreed with Webb filing this lawsuit and seeking redress for the Bells' theft.

29. The company may be dissolved by entry of a decree of judicial dissolution. Ex. A at Ex. 1, ¶ 7.1.

30. The books and records must be kept at the Company's office and maintained with sound accounting practices and shall be available for examination by any Member. Ex. A at Ex. 1, ¶ 8.1.3.

31. Any breach of the Operating Agreement is irreparable, money damages are inadequate, and therefore, any party who may be injured is entitled to preliminary or permanent orders restraining and enjoining any such acts of breach of the agreement or compelling the performance of any obligation that, if not performed, would be a breach. Ex. A at Ex. 1, ¶ 9.3.

32. On September 6, 2022, EOVP obtained a construction loan from BancorpSouth Bank in the amount of \$2,064,828.75 for development of the McKinney property.

B. Bloomfield

33. On or about February 28, 2023, Bloomfield was formed as a Texas limited liability company. Ex. A. The company's stated purpose was to own, develop (as shell) and sell property located at Bloomfield Office Lot 6 (intersection of Keller Pkwy and Bloomfield Dr), Keller, Texas 76248. Ex. A at Ex. 2, ¶ 2.2.

34. GBell has been the general contractor regarding the development.

35. Distributions may only be made to Interest Holders at such times as excess cash exists over and above existing Company obligations. Ex. A at Ex. 2, ¶ 4.1.

36. The Bloomfield Operating Agreement indicates that Bloomfield is a manager managed company whereunder the managers are the Bells, Webb and Abdul Jameel Abdur Rahman. Ex. A at Ex. 2, ¶ 5.1.1.

37. The Bloomfield Managers may be removed by 51% of the Members when the basis is a Manager's fraud, bad faith or gross negligence or breach of the Operating Agreement. Ex. A at Ex. 2, ¶ 5.1.3.4.

38. Managers are only entitled to fair and reasonable compensation for services as are determined by the Managers. Ex. A at Ex. 2, ¶ 5.3.2.

39. Managers shall be indemnified and not liable to the company or any Member unless the act is a breach of the duty of loyalty, was not in good faith, involved intentional or knowing violation of the law, resulted in receipt of improper personal benefit, or constituted gross negligence. Ex. A at Ex. 2, ¶ 5.5. Managers must make the books and records available to all other Managers and Members. Ex. A at Ex. 2, ¶ 5.5. The Managers have a duty to act in the best interest of the Company and its Members and to otherwise act in a commercially reasonable manner. Ex. A at Ex. 2, ¶ 5.5.

40. The company may be dissolved by entry of a decree of judicial dissolution. Ex. A at Ex. 2, ¶ 7.1.

41. The books and records must be kept at the Company's office and maintained with sound accounting practices and shall be available for examination by any Member. Ex. A at Ex. 2, ¶ 8.1.3.

42. Any breach of the Operating Agreement is irreparable, money damages are inadequate, and therefore, any party who may be injured is entitled to preliminary or permanent orders restraining and enjoining any such acts of breach of the agreement or compelling the performance of any obligation that, if not performed, would be a breach. Ex. A at Ex. 2, ¶ 9.3.

43. AVTR MGR LLC owns 35% Membership while Webb and the Bells own equally the

remaining Membership Interest. Ex. A at Ex. 2, signature page.

C. State of Oklahoma v. Garland Ross Bell.

44. On September 23, 2024, Garland Ross Bell, Member and Manager of both EOVP and Bloomfield, attempted to deposit \$10,000 in counterfeit bills marked “for motion picture purposes” into the Prosperity Bank account for the Bloomfield venture. Ex. 3.

45. On that same date, a Probable Cause Affidavit was issued for GBell’s arrest on a charge of Uttering Forged Instruments. Ex. 3.

46. On October 17, 2024, Tonya Bell paid \$3,000 cash bond for GBell’s release. Ex. 3.

D. Missing Funds

47. When Webb learned of Bell’s arrest, Webb investigated the bank statements as GBell refused to provide Webb the books and records for the businesses because GBell kept it all in his head so there were no accounting files to review.

48. The Prosperity Bank account for the Keller Project shows numerous distributions for approximately \$370,000 in 2024 alone. Ex. A at Ex. 4. GBell took over \$105,000. Ex. A at Ex. 4. LBell took over \$205,000 in distributions. Ex. A at Ex. 4. Tonya Bell took \$11,250.00 Ex. A at Ex. 4. Daniel Chaffin took more than \$1,500, and, a Joe Snellings took \$49,854.55 not to mention tens of thousands of dollars paid to Joe Snellings company, Multifamily Consultants, Inc. Ex. A at Ex. 4.

49. Many of these transactions were checks signed by LBell to Tonya Bell, Linda Bell, and LBFS. Ex. A at Ex. 4. Neither Webb nor Rahman were consulted or informed of these transactions, and all attempts to obtain information related thereto from the Bells has been rejected. Ex. A.

50. Numerous contractors have complained that they have not been paid, and an initial investigation has indicated that the amount misappropriated could exceed \$400,000. Ex. A.

51. Joe Snellings owns and operates Multifamily Consultants, Inc. The Bells owe(d) money to Joe Snelling and or Multifamily Consultants, Inc. arising out of another unrelated project(s). The Bells have sought to satisfy their debt to Joe Snellings and/or Multifamily Consultants Inc. through unauthorized distributions to Joe Snellings and Multifamily Consultants, Inc. Ex. A at Ex. 4. who knew that the funds were drawn on the corporate accounts of EOVP and Bloomfield and accepted the misappropriated funds in satisfaction of the Bells' debt, not for goods or services provided to EOVP or Bloomfield.

CAUSES OF ACTION

52. Plaintiffs incorporate herein by reference the allegations set forth herein above.

53. In a closely held limited liability company with fewer than 35 members and interests that are not publicly traded, either a derivative claim or direct claim may be asserted by against a governing person, member or officer of the limited liability company in the aggrieved Member's name in addition to or in the alternative to the closely held corporation. TEX. BUS. ORG. CODE § 101.463.

54. In addition to or in the alternative, Webb, AVTR and AVTR MGR assert the following claims and causes of action both in law and equity in their names personally against the Defendants as a derivative or direct action.

55. The Plaintiffs seek judicial dissolution of EOVP and Bloomfield under Section VII Dissolution, Liquidation, and Termination of the Company. Ex. A at Ex.'s 1-2 at ¶¶ 7.1.

COUNT 1 – DECLARATORY JUDGMENT AND JUDICIAL DISSOLUTION

56. As required by Section 37.004(a) of the Texas Civil Practice and Remedies Code ("CRPC"), EOVP is a person interested under a written contract whose rights, status, and legal relations are affected thereby. Accordingly, the Defendants may have determined any question of construction or validity arising under the Operating Agreements of Bloomfield and EOVP and obtain a declaration of rights, status, or other legal relations thereunder.

57. An application by an owner of a limited liability company in a district court in the county of the registered office may seek judicial dissolution when:

- (1) The economic purpose of the entity is likely to be unreasonably frustrated;
- (2) Another owner has engaged in conduct relating to the entity's business that makes it not reasonably practicable to carry on the business with that of the owner; or
- (3) It is not reasonably practicable to carry on the entity's business in conformity with its governing documents;

TEX. BUS. ORG. CODE ann. § 11.314.

58. There exists a genuine controversy regarding whether the Bells can continue to serve as members or managers of EOVP or Bloomfield following the Bells' attempt to pass counterfeit currency in furtherance of company business and the misappropriation of company funds.

59. There exists a genuine controversy regarding whether LBell's grant of power of attorney to GBell violated her fiduciary duties as a manager and whether such grant is enforceable under the Operating Agreement.

60. Plaintiffs, therefore, request that a declaratory judgment be entered declaring that:

- a) Defendants had no authority to attempt to deposit counterfeit bills into the bank accounts for either project at any time;
- b) Defendants' attempt to deposit counterfeit bills into the bank accounts for the projects involved intentional or knowing violation of the law prohibited under ¶ 5.5 of the Operating Agreements;
- c) No distributions shall be made to Interest Holders unless there is excess cash over existing liabilities and shall be made to each Interest Holder according to their respective Economic Interest as set forth in ¶ 4.1;
- d) Distributions to Defendants or to their family and friends did not occur when there was excess cash over liabilities and did not include proportional distributions to all other Interest Holders;
- e) 51% of the Membership interest may cause the removal of a Manager for fraud, bad faith, gross negligence or breach of the Operating Agreement under ¶ 5.1.3.4 of the Operating Agreements;
- f) No Member is entitled to compensation under the Operating Agreements unless approved by the Managers pursuant to ¶ 5.3.1;
- g) No Manager may take a distribution for compensation or expense reimbursements unless determined to be fair and reasonable by the Managers ¶ 5.3.2;
- h) Without approval by the Managers, distributions to the Bells or their family members violates ¶ 5.5 of the Operating Agreements;
- i) The Defendants refusal to provide the books and records and account for funds traveling into and out of the accounts for the projects is a breach of the Operating Agreements under ¶¶ 5.5, 8.1.3;
- j) Linda Bell, Garland Bell, Doug Webb and Abdul Jameel Abdur Rahman are the Managers of EOVP and Bloomfield;
- k) AVTR MGR LLC owns 35% of the Membership interest in Bloomfield Lot 6 Office, LLC and LBell, GBell and Doug Webb each own 21.66% of the remaining Membership interest in Bloomfield Lot 6 Office, LLC;
- l) AVTR LLC, GBell, LBell and Doug Webb each own 25% of the Membership interest in EOVP, LLC;

- m) Any breach of the Operating Agreements is an irreparable injury for which money damages are inadequate authorizing preliminary or injunctive relief to restrain and enjoin further breach or compelling an action to avoid a breach of the Operating Agreements under ¶ 9.3 of the Operating Agreements;
- n) The Bells may be enjoined from exercising rights they may have as Managers to avoid further breaches of the Operating Agreements;
- o) The Bells may be restrained from refusing to provide the books and records including an accounting for the funds they have caused to travel into or out of the corporate accounts;
- p) The economic purpose of the entity is likely to be unreasonably frustrated due to the actions and inactions of the Bells through attempts to deposit counterfeit money, misappropriating corporate assets, failing to compensate contractors and obviating their managerial responsibilities to timely complete the developments;
- q) The Bells have engaged in conduct relating to the entity's business that makes it not reasonably practical to carry on the business with the Bells;
- r) It is not reasonably practicable to carry on the entity's business in conformity with its governing documents because the Bells have membership and managerial rights that provides a deadlock outside of judicial dissolution.

61. In addition, Plaintiffs seek a declaration that they are entitled to the immediate return of all funds paid directly to the Defendants and reasonable and necessary attorney's fees and costs through all appeals.

62. These declarations are necessary to prevent ongoing harm to the Plaintiffs and to clarify the rights and obligations of all parties under the Operating Agreement.

COUNT 2 – BREACH OF FIDUCIARY DUTY

63. “Generally, the elements of a claim for breach of fiduciary duty are (1) the existence of a fiduciary duty, (2) breach of the duty, (3) causation, and (4) damages. *First United Pentecostal Church of Beaumont v. Parker*, 514 S.W.3d 214, 220 (Tex. 2017). This does not prevent the shareholders of a closely held company from further defining their obligations and

rights in operating agreements. *Ritchie v. Rupe*, 443 S.W.3d 856, 891 (Tex. 2014).

64. The duty of loyalty prohibits managers from “misapplying corporate assets for their personal gain or wrongfully diverting corporate opportunities to themselves.” *Ritchie v. Rupe*, 443 S.W.3d 856, 887 (Tex. 2014).

65. By way of example and not by limitation, the Defendants breached their fiduciary duties to the Plaintiffs by:

- a) Misappropriating at least \$400,000 from EOVP and Bloomfield’s accounts without authorization;
- b) Making unauthorized distributions while failing to pay subcontractors;
- c) Attempting to deposit counterfeit currency marked “for motion picture purposes” in furtherance of company business;
- d) Refusing to provide an accounting of EOVP and Bloomfield’s finances despite requests from other managers;
- e) LBell’s execution of a power of attorney to GBell, enabling him to circumvent the unanimous consent provision required by Section 5.1.1 of the Operating Agreement; and
- f) Refusing to provide access to company books and records as required by Section 8.1 of the Operating Agreement.

66. These breaches of fiduciary duty have directly and proximately caused damage to the Plaintiffs, including loss of funds through unauthorized withdrawals, project delays, potential liability to subcontractors, and frozen company accounts due to the Defendants’ criminal conduct.

67. Due to the intentional, fraudulent, and malicious nature of the Defendants’ conduct, Plaintiffs are entitled to exemplary damages. See *Murphy v. Canion*, 797 S.W.2d 944,

945 (Tex. App. 1990) ("Exemplary damages are recoverable when the injury is tainted with fraud, malice, or willful wrong.").

68. EOVP and Bloomfield seek actual damages, exemplary damages, disgorgement of profits, an accounting, attorney's fees, costs, pre- and post-judgment interest, and all other relief to which it may be entitled.

COUNT 3 – BREACH OF CONTRACT

69. "To prevail on a breach-of-contract claim, a plaintiff must prove (1) a valid contract existed between the plaintiff and the defendant, (2) the plaintiff tendered performance or was excused from doing so, (3) the defendant breached the terms of the contract, and (4) the plaintiff sustained damages as a result of the defendant's breach." *West v. Triple B Servs., LLP*, 264 S.W.3d 440, 446 (Tex. App.-Houston [14th Dist.] 2008, no pet.).

70. The Operating Agreements constitute valid and enforceable contracts between the EOVP, Bloomfield, Members, and Managers including the Bells.

71. Plaintiffs have performed all conditions precedent under the Operating Agreements.

72. By way of example and not of limitation, the Bells breached the Operating Agreements by:

- a) Failing to use "good faith and commercially reasonable efforts" to ensure shell construction, sale and distributions were completed within 9-12 months as required by Section 4.1;
- b) Failing to make available to other Managers all books and records of EOVP and Bloomfield as required by Section 5.5 of their Operating Agreements;
- c) Engaging in knowing violations of law and gross negligence in violation of Section 5.5 through the attempted deposit of counterfeit currency;

- d) Failing to maintain complete and accurate books and records of EOVP and Bloomfield's transactions as required by Section 8.1;
- e) Making unauthorized distributions for personal gain and that of their family members; and
- f) Failing to maintain records that would enable members to determine relative voting rights as required by Section 8.1.2.2.

73. As a direct result of these breaches, Plaintiffs have suffered damages including but not limited to delay costs, lost profits, and misappropriated funds. Plaintiffs seek actual damages, attorney's fees under Chapter 38 of the Texas CPRC, costs, pre- and post-judgment interest, and all other relief to which it may be entitled.

COUNT 4 – CONSPIRACY

74. The Texas Supreme Court defined the elements of civil conspiracy as: (1) two or more persons; (2) an object to be accomplished; (3) a meeting of minds on the object or course of action; (4) one or more unlawful, overt acts; and (5) damages as the proximate result. *Agar Corp., Inc. v. Electro Circuits Int'l, LLC*, 580 S.W.3d 136, 138 (Tex. 2019).

75. The Defendants engaged in a civil conspiracy to misappropriate EOVP and Bloomfield's funds and assets.

76. The object of their conspiracy was to gain control of Bloomfield and EOVP's funds through LBell's minimal initial investment and subsequent grant of power of attorney to GBell, enabling them to block oversight while misappropriating company funds.

77. By way of example and not by limitation, GBell and LBell demonstrated their meeting of minds through LBell's execution of a power of attorney giving GBell control over her management interests, their coordinated refusal to provide financial accounting to other managers, numerous unauthorized and unexplained distributions to the Defendants from the

corporate accounts, and their joint concealment of the misappropriation of more than \$400,000 of company funds.

78. As a direct and proximate result of this conspiracy, Plaintiffs have suffered damages including loss of well over \$400,000 in misappropriated funds, project delays, potential liability to subcontractors, and frozen company accounts due to GBell's criminal conduct and LBell's joint efforts in furtherance of the conspiracy.

COUNT 5 – STATUTORY FRAUD IN REAL ESTATE TRANSACTION

79. Section 27.01 of the Texas Business and Commerce Code provides for statutory fraud in real estate transactions when a person makes false promises or representations to induce another to enter into a contract.

80. By way of example and not by limitation, GBell, as a member and manager of EVOP and Bloomfield, caused funds to have been paid to either third parties, himself, or LBell, by EVOP and Bloomfield based on the false pretense or failure to disclose that the funds would or would not be used for the development and sale of property owned by the company.

81. At the time GBell made these promises, he had no intention of fulfilling them, as evidenced by the misappropriation of more than \$400,000. GBell entered into fraudulent contracts on behalf of EVOP and Bloomfield, with the Defendants and third-parties and/or himself, with the intent to defraud the company by paying for goods and services that were never had.

82. The Defendants are separately liable under Section 27.01(d) of the Texas Business and Commerce Code because they had actual awareness of GBell's intent to defraud EVOP and Bloomfield through their relationship with GBell and their conspiracy to misappropriate company

funds. LBell granted GBell power of attorney so that he would be enabled to misappropriate company funds and prevent other Members from removing GBell as a Manager. She further failed to disclose the falsity of these promises to other Members as required by Section 27.01(d). The Defendants benefitted from these false promises through the misappropriation of more than \$400,000 in company funds.

83. Actual awareness of the falsity of the promises may be inferred where objective manifestations indicate that a person acted with actual awareness. TEX. BUS. & COM. CODE § 27.01(d). GBell's actual awareness to defraud EVOP and Bloomfield may be inferred from his attempt to deposit \$10,000 of counterfeit currency into the company's bank account, his refusal to provide financial accounting, and his misappropriation of more than \$400,000 for the Defendants' benefit. LBell's actual awareness may be inferred from her grant of power of attorney to GBell in order to accomplish their conspiracy to misappropriate company funds, and her subsequent failure to disclose GBell's actions. The Joe Snellings and Multifamily Consulting and LBFS actual awareness may be inferred from the receipt of money from the corporate accounts for no equivalent value in exchange therefor.

84. As a result of Defendants' fraud, the Plaintiffs have suffered actual damages, including loss of more than \$400,000 in misappropriated funds, project delays, potential liability to subcontractors, and frozen company accounts due to the Defendants' nefarious actions or inactions.

85. Due to Defendants' actual awareness of the falsity of the promises, Plaintiffs are entitled to exemplary damages under Section 27.01(c) and (d). TEX. BUS. & COM. CODE § 27.01(c), (d). Plaintiffs are also entitled to reasonable and necessary attorney's fees, expert witness fees,

costs for copies of depositions, and costs of court under Section 27.01(e). TEX. BUS. & COM. CODE § 27.01(e).

COUNT 6 – FRAUD

86. To recover for fraud in Texas, the party must show “that the defendant: (1) made a material misrepresentation; (2) knew the representation was false or made recklessly without any knowledge of its truth; (3) made the representation with the intent that the plaintiff act on the representation or intended to induce the plaintiff’s reliance on the representation; and (4) plaintiff suffered injury by actively and justifiably relying on the representation.” *Universal MRI and Diagnostics, Inc. v. Medical Lien Management Inc. d/b/a Bridgewell*, 497 S.W.3d 653, 659 (Tex. App.-Houston [14th Dist.] 2016, no pet.) (citations omitted).

87. Fraud in the inducement has the same elements as that of fraud but imposes a duty to refrain from inducing another to enter into a contract by using false representations. *Haase v. Glazner*, 62 S.W.3d 795, 798 (Tex. 2001). A plaintiff must show it relied on the representation when entering into the contract. *Id.* at 798-99. By doing so, the aggrieved party is entitled to benefit-of-the-bargain damages rather than out-of-pocket damages. *Id.* 799-800. “‘When circumstances impose a duty to speak and one deliberately remains silent, the silence is equivalent to a false representation.’” *Vela v. Marylwood*, 17 S.W.3d 750, 760 (Tex. App.-Austin 2000, pet. den’d) (citing *Fisher Controls Int’l v. Gibbons*, 911 S.W.2d 135, 140 (Tex. App.-Houston [1st Dist.] 1995, writ den’d).

88. Fraud by nondisclosure requires a complainant to establish “(1) a deliberate failure to disclose material facts; (2) by one who had a duty to disclose such facts; (3) to another who was ignorant of the facts and did not have an equal opportunity to discover them; (4) with

the intent the listener acted or refrained from acting; and (5) the listener relied on the nondisclosure resulting in injury." *Towery v. Realty Partners, Inc.*, 2022 Tex. App. LEXIS 1783 1, 22 (Tex. App.-Beaumont 2022, no pet.) (citations omitted).

89. By way of example and not of limitation, the Bells, as Members and Managers of EVOP and Bloomfield, fraudulently induced the companies to enter into various contracts by either:

- a) Causing EVOP or Bloomfield to pay funds to the Defendants or third parties, for goods and services that were never provided to the companies;
- b) Making material misrepresentations about the legitimacy of these contracts and services when causing EVOP or Bloomfield to disburse funds; and
- c) Concealing their intent to misappropriate company funds through fraudulent contracts and payments.

90. Plaintiffs relied on these misrepresentations by entering into contracts with purported service providers, disbursing more than \$400,000 in company funds for supposedly legitimate business purposes and allowing the Bells to continue managing company finances and operations.

91. The Bells had a duty to speak truthfully to EVOP and Bloomfield about these contracts because they were members with fiduciary obligations to the company under Section 5.5 of the Operating Agreement, and they knew the contracts were fraudulent and the services would never be provided.

92. Their fraudulent scheme is evidenced by the absence of any legitimate services provided in exchange for the \$400,000 or more in disbursed funds, the Defendants' attempt to deposit \$10,000 in counterfeit currency into company accounts, and their refusal to provide financial accounting or documentation of the purported services.

93. As a direct result, Plaintiffs have suffered damages including the loss of at least \$400,000 in misappropriated funds, project delays, potential liability to subcontractors, and frozen company accounts due to the Defendants' criminal conduct.

94. Therefore, Plaintiffs are entitled to recover their benefit-of-the-bargain damages, exemplary damages, and attorney's fees for the fraudulent inducement of these contracts.

COUNT 7 – TORTIOUS INTERFERENCE WITH CONTRACT

95. "To establish a claim for tortious interference with contract, a plaintiff must establish that: (1) the existence of a valid contract subject to interference; (2) the defendant willfully and intentionally interfered with the contract; (3) the interference proximately caused the plaintiff's injury; and (4) the plaintiff incurred actual damage or loss." *Community Health Systems Professional Services Corp.*, 525 S.W.3d 671, 689 (Tex. 2017) (citations omitted). Intentional interference does not require intent to injure, only that "the actor desires to cause the consequences of his act, or that he believes that the consequences are substantially certain to result from it." *Id.*

96. EVOP had valid contracts with BancorpSouth Bank for construction financing of \$2,064,828.75. As a result of the looting of EVOP's bank account, financing has been frozen and extensions have been or will be denied and, thereby, have caused or will cause damages in the tens of thousands if not millions of dollars.

97. Bloomfield has had similar contracts that have been frozen and all extensions have been or will be denied resulting in the inability to complete the projects has caused or will cause damages in the tens of thousands if not millions of dollars.

98. By way of example and not by limitation, The Defendants willfully and

intentionally interfered with these contracts by misappropriating approximately \$400,000 in company funds, failing to pay contractors for goods and services provided for the developments, and attempting to deposit \$10,000 in counterfeit currency into company accounts, which led to the freezing of the company's bank account, the bank's refusal to provide further lending, and likely federal investigation of EOVP and Bloomfield. Defendants desired to misappropriate \$400,000 in company funds. Defendants knew that attempting to deposit counterfeit money would jeopardize and did jeopardize project financing.

99. As a proximate result, the Plaintiffs have suffered damages including, but not limited to, the loss of income during the delays related to removal of the Bells and procuring other financing to finish the projects.

Count 8 - CLAIM FOR CIVIL THEFT

100. The Bells unlawfully removed funds from EOVP and Bloomfield's bank accounts and diverted the funds to their own personal use, or to the use of their family and friends. Additionally, the Bells submitted fraudulent claims for expenses and compensation while using their position as Managers to use the corporate checking account to convert counterfeit money into actual currency to replace stolen funds. The Bells intended to deprive EOVP and Bloomfield of said funds. The Bells have refused to even account for the funds disbursed from the accounts much less return the funds the fake money was supposed to replace. In addition, on information and belief, the funds have been spent, thereby negating any intent on behalf of the Bells to return said funds to the rightful owners, EOVP and Bloomfield.

101. The Bells' fraudulent appropriation of EOVP and Bloomfield's property constitutes theft under the Texas Penal Code Section 31.01 -31.03 and civil theft pursuant to Chapter 134 of

the Civil Practice and Remedies Code, the TEXAS THEFT LIABILITY ACT. The Bells' fraudulent appropriation of EOVP and Bloomfield's property constitutes theft under the Texas Penal Code Section 31.01 -31.03 and civil theft pursuant to Chapter 134 of the Civil Practice and Remedies Code, the TEXAS THEFT LIABILITY ACT.

102. As a direct and proximate result of the Bells' theft, EOVP and Bloomfield have sustained damages including without limitation diminished value of property, lost income, capital and profits, and has incurred professional fees, expenses and liabilities, and other damages of over \$200,000.00.

103. The Defendants' conduct constitutes an intentional and reckless disregard of Plaintiffs' rights and entitles EOVP and Bloomfield and all other Members to an award of actual and exemplary damages.

Count 9 – VIOLATION OF THE UNIFORM FRAUDULENT TRANSFER ACT

104. Chapter 24 of the Texas Business & Com. Code is the Uniform Fraudulent Transfer Act ("TUFTA"). TUFTA permits plaintiffs to pursue both money damages and equitable relief in regard to fraudulent transfers." *Mosaic Baybrook One LP v. Cessor*, 2021 Tex. App. 5164 1, 28 (Tex. App.-Houston [14th Dist.] 2021, pet. den.'d) (citations omitted). Equitable relief may include voiding the fraudulent transfer. *Id.* (citation omitted). "[A] transfer may be fraudulent due to the debtor's 'actual intent to hinder, delay or defraud any creditor of the debtor.'" *Id.* at 25-26. "[A] transfer may be fraudulent if the transfer left the debtor insolvent-a status examined without regard to the debtor's actual intent under the transfer.'" *Id.* (citation omitted).

105. The Defendants took more than \$400,000 from the corporate accounts of EOVP and Bloomfield for personal use without obtaining a reasonably equivalent value with the actual

intent, to hinder, delay or defraud Plaintiffs or without receiving a reasonably equivalent value for EOVP and Bloomfield's remaining assets or were unreasonably small in relation to the business or transaction or left EOVP or Bloomfield insolvent.

106. The Bells as the signatories on the corporate accounts transferred money to one or more Defendants, Tonya Bell, and Daniel Chaffin who are insiders. The Bells completed the transfers with the actual intent to hinder, delay or defraud Plaintiffs and knew that the transfers would render EOVP and Bloomfield insolvent. The Defendants knew the contractors had not been paid for goods and services while looting the corporate accounts for at least \$400,000 leaving them with no money to pay their debts as they came due.

107. Under Section 24.008 of the Texas Business & Com. Code ("TBCC"), Plaintiffs are entitled to 1) relief in the form of avoidance of the transfer or obligation to the extent necessary to recoup the misused assets of the Plaintiffs, 2) an attachment or other provisional remedy against the assets transferred under the TRCP and CPRC, or 3) subject to equity and the TRCP, injunctive relief barring further disposition, appointment of a receiver and all other relief necessary to protect the Plaintiffs.

108. The creditor is entitled to judgment against the transferee of the debtor under Section 24.009 of the TBCC. The Defendants distributed over \$400,000 without authorization to each other and third-parties who had either unliquidated or no claim to the assets and aided each other to convert EOVP and Bloomfield's assets for personal gain.

109. Plaintiffs seek a judgment against Defendants for the amount of the misappropriated funds and damages associated therewith, injunctive relief to avoid the transfers, plus all accrued interest costs and attorney's fees under Section 24.013 of the TBCC.

COUNT 10 - CONSPIRACY

110. The Defendants acted in concert with one another to accomplish both unlawful purposes and lawful purposes by unlawful means to cause Plaintiffs injury and did cause Plaintiffs injury and damages. The Defendants conspired to hide unauthorized distributions to each other and third-parties to prevent Plaintiffs from discovering the misappropriation of EOVP and Bloomfield's corporate assets by one or more of the Defendants.

111. The conspiracy did in fact cause Plaintiffs injury and damages in the form of lost assets, damage to reputation and costs of recovering the misappropriated assets and injunctive relief related thereto.

COUNT 11 – MENTAL ANGUISH

112. Mental anguish damages are recoverable for some common law torts that generally involve intentional or malicious conduct such as libel. *City of Tyler v. Likes*, 962 S.W.2d 489, 492 (Tex. 1997). Counter-Defendants here intentionally or maliciously perpetrated defamation, fraud, libel, and other tortious acts against Russo and are thus liable for mental anguish damages.

113. Further, Mental anguish can be recovered for fraud and breach of fiduciary duty. *Falcon Int'l Bank v. Cantu*, No. 13-13-00577-CV, 2015 Tex. App. LEXIS 3737, at *1 (Tex. App.—Corpus Christi Apr. 16, 2015, no pet.).

114. An award of mental anguish damages will survive a legal sufficiency challenge when plaintiffs have introduced direct evidence of the nature, duration, and severity of their mental anguish, thus establishing a substantial disruption in the plaintiffs' daily routine. *Parkway Co. v. Woodruff*, 901 S.W.2d 434, 436 (Tex. 1995).

115. The Texas Supreme Court has also found mental anguish damages to be legally sufficient in cases where the record demonstrates "evidence of a high degree of mental pain and distress that is more than mere worry, anxiety, vexation, embarrassment, or anger." *Anderson v. Durant*, 550 S.W.3d 605, 618-19 (Tex. 2018).

116. Defendants intentionally caused Plaintiffs mental pain and distress exceeding worry, anxiety, vexation, embarrassment or anger by secreting the misappropriation of the assets of EOVP and Bloomfield and leaving no funding to complete the development which will result in the loss of tens of thousands if not millions of dollars. Funding has been frozen and loan extensions denied. This intentional and malicious conduct caused Webb and Rahman to suffer a high degree of mental pain and distress, including: anxiety, loss of sleep, depression, nausea, and weight loss over a duration of many months, which substantially disrupted Webb and Rahman's daily routine and ability to function normally at work and home. This demonstrates the requisite high degree of mental pain and distress beyond mere vexation.

COUNT 12 - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

117. In Texas, intentional infliction of emotional distress occurs when a defendant acts intentionally or recklessly through extreme and outrageous conduct to, and proximately does, cause severe emotional distress to another. *Kroger Tex. L.P. v. Suberu*, 216 S.W.3d 788, 796 (Tex. 2006); *Hoffman-La Roche, Inc. v. Zeltwanger*, 144 S.W.3d 438, 447 (Tex. 2004).

118. Defendants misappropriation of funds either intentionally or recklessly through extreme and outrageous conduct, including attempting to deposit counterfeit bills into the corporate accounts, caused Plaintiffs severe emotional distress. Plaintiffs have sought counseling for severe anxiety, depression, loss of sleep and inability to carry out daily functions in both their

personal and professional lives. These issues have resulted in financial losses and long term psychological damage for which they have and will require treatment.

COUNT 13 – INJUNCTIVE RELIEF

119. In addition to TUFTA and the Operating Agreement, Section 65.011 of the Texas CPRC empowers courts to grant an injunction under principles of equity and the statutes of Texas relating to injunctions. TEX. CIV. PRAC. & REM. CODE § 65.011(3) (Vernon 1987). Texas courts may also issue injunctions if the applicant is so entitled and all or part of the relief requires the restraint of some act prejudicial to the applicant. TEX. CIV. PRAC. & REM. CODE § 65.011(1) (Vernon 1987). To the extent that the TRCP conflict with Chapter 65 of the CPRC, Chapter 65 of the CPRC controls. TEX. CIV. PRAC. & REM. CODE § 65.045 (Vernon 1987).

120. Chapter 134A is also known as the Texas Uniform Trade Secret Act (“TUTSA”). TEX. CIV. PRAC. & REM. CODE § 134A.001. Thereunder, an applicant is entitled to enjoin actual or threatened misappropriation provided the order does not limit the use of general knowledge, skill and experience that person acquired during employment. TEX. CIV. PRAC. & REM. CODE § 134A.003(a). To preserve the secrecy, a court may grant protective orders that limit access to confidential information to the attorneys and their experts, holding *in camera* hearings, sealing the records of the action and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval. TEX. CIV. PRAC. & REM. CODE § 134A.006.

121. In Texas, an applicant for injunctive relief must show: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim. *Butnaru v. Ford Motor, Co.*, 84 S.W.3d 198, 204 (Tex.2002); *Daniels v. Radley Staffing, LLC*, 2021 Tex. App. LEXIS 635 1, 5 (Tex. App. Houston-[14th Dist.] Jan.

28, 2021, no pet.) (mem. op.) (To obtain injunctive relief, the applicant must show: "(1) a cause of action against the defendant, 2) a probable right to the relief sought; and (3) a probable, imminent and irreparable injury in the interim.").

a. Causes of Action

122. Plaintiff incorporates the causes of action asserted hereinabove under CAUSES OF ACTION by reference as if fully set forth at length herein.

b. Probable Right to Relief Sought

123. The Plaintiffs have demonstrated a probable right to relief through substantial evidence of the Defendants' wrongful conduct, including GBell's effort to replace funds stolen from the corporate accounts with counterfeit funds, numerous unauthorized payments from the corporate accounts to the Bells, Linda Bell Financial Services, LLC, TX Empire Group, LLC d/b/a Empire Group, Tonya Bell, Multifamily Consultants, Inc., Joe Snelling, and Danial Chaffin misappropriation of company funds, failure to push forth the projects for completion within the timeframe required, and jeopardizing and causing the loss of financing to complete the projects.

124. If proven, the allegations herein support one or more of the causes of action which the Plaintiffs incorporate herein as if fully set forth at length. By way of example and not by way of limitation, intentionally engaging in unlawful conduct is barred under the Operating Agreements, and GBell has admitted that he did in fact attempt to deposit counterfeit money into the operating accounts of EOVP and/or Bloomfield. Ex. A. These funds were to replace funds the Bells took from the accounts without authorization for such matters as compensation and expenses that had not been approved by the Managers.

125. By way of further example and not by limitation, the Operating Agreements consider any breach an irreparable injury that money alone will not satisfy and expressly authorize injunctive relief to prevent further breaches by action or inaction of the offending Members/Managers. Ex. A at Ex.'s 1-2 at ¶ 9.3.

126. The number of unauthorized transactions to the Bells, LBFS, TEG, Tonya Bell, Multifamily Consultants, Inc., Joe Snelling, and Danial Chaffin show an ongoing pattern of theft from the corporate accounts culminating in the Bells attempting to hide the theft by attempting to deposit \$10,000 in counterfeit bills into the corporate accounts.

127. Now that the accounts have been drained, the Bells have also attempted on several recent occasions to obtain loans on the projects for their personal use.

128. These actions show damages suffered from the Defendants' wrongful misuse of corporate funds establishing a probable right to the relief sought.

c. *A Probable, Imminent, and Irreparable Injury*

129. As alleged herein above, the Operating Agreements provide that the parties have agreed that any breach thereof will be an irreparable injury for which money damages will not suffice. Ex. A at Ex.'s 1-2, ¶ 9.3.

130. Bells have recently attempted to deposit counterfeit funds and extensive lists of unauthorized transactions coupled with unpaid contractors shows imminent irreparable injury if the Bells are not stopped. Ex. A. The banks are already refusing to extend the loans any longer, and the Bells have failed to push forth the completion of the projects as contractors are demanding payments before any additional work. Ex. A. There is no money in the corporate accounts to pay the contractors. Ex. A.

131. The Plaintiffs seek temporary and permanent injunctive relief barring the Bells from:

- a) exercising any rights under Section V Management: Rights, Powers and Duties of the Operating Agreements of EOVP or Bloomfield;
- b) destroying any books or records of EOVP and Bloomfield;
- c) destroying any accounting records of EOVP and Bloomfield;
- d) removing any funds from the corporate accounts of EOVP and Bloomfield;
- e) removing any assets from the development sites of EOVP and Bloomfield; or
- f) using proprietary, confidential or trade secret information of EOVP or Bloomfield.

132. The Plaintiffs seek further temporary and permanent injunctive relief requiring the Defendants to:

- a) deposit back into the corporate accounts those funds paid to Garland Bell;
- b) deposit back into the corporate accounts those funds paid to Linda Bell;
- c) deposit back into the corporate accounts those funds paid to Tonya Bell;
- d) deposit back into the corporate accounts those funds paid to Joe Snelling, individually or d/b/a Multifamily Consultants, Inc.; or
- e) deposit back into the corporate accounts those funds paid to Multifamily Consultants, Inc.
- f) return all misappropriated funds, documents, materials, and property;
- g) cease communications with contractors or subcontractors that have or will provide goods or services to EOVP or Bloomfield;
- h) cease communications with banks regarding EOVP or Bloomfield
- i) relinquish control of company accounts and systems; and

- j) comply with all contractual obligations and restrictions under the Operating Agreements.

133. Additionally, Plaintiffs request the Court to implement appropriate protective measures under TUTSA to preserve the confidentiality of its trade secrets throughout these proceedings.

DAMAGES

134. The Plaintiffs seek actual damages including lost profits, unauthorized distributions, in at least the amount of \$400,000 misappropriated from EOVP and Bloomfield's bank account, costs of protecting and recovering trade secrets and confidential information, costs of replacing or reconstructing misappropriated materials, lost business opportunities, and diminished market value of its trade secrets and proprietary information.

135. Plaintiffs further seek consequential damages including damage to business relationships, loss of goodwill, loss of reputation, decreased market share, costs of implementing additional security measures, and expenses incurred in investigating and responding to the Defendants' misconduct.

136. Plaintiffs further seek exemplary damages under Chapter 134A of the Texas CPRC for the Defendants' willful and malicious misappropriation of trade secrets, as evidenced by their deliberate and calculated scheme to misappropriate Plaintiff's confidential information while seeking distributions from the banks to fund competing businesses.

137. Plaintiffs further seek injunctive relief to prevent ongoing and future harm, including orders requiring the return of all misappropriated materials, cessation of unfair competition, and compliance with contractual obligations.

138. Chapter 41 of the Texas Civil Practice & Remedies Code authorizes the award of

exemplary damages for fraud, malice or gross negligence. Plaintiffs seek exemplary damages as the misappropriation of corporate assets by the Defendants resulted in damages as a result of the Defendants' fraud, malice or gross negligence.

139. Plaintiffs reserve the right to amend these damage calculations as additional information becomes available through discovery and expert analysis.

ATTORNEY'S FEES

140. A court may award reasonable attorney's fees to the prevailing party if:

- a) A claim of misappropriate is made in bad faith;
- b) A motion to terminate an injunction is made or resisted in bad faith; or
- c) Willful and malicious misappropriation exists.

TEX. CIV. PRAC. & REM. CODE § 134A.005. Plaintiffs are entitled to attorneys' fees due to the Defendants' bad faith and willful and malicious misappropriation. Defendants refused to provide an accounting or the books and records when requested, and GBell attempted to replace stolen funds by depositing counterfeit money marked for motion picture use only into the corporate account. These actions were in bad faith, willful and malicious.

141. Pursuant to section 37.009 of the Texas Civil Practice & Remedies Code, the Plaintiffs are entitled to recover reasonable and necessary attorney's fees as the Court deems equitable.

142. Managers are entitled to recover attorney's fees that are fair and reasonable under ¶ 5.3 of the Operating Agreements.

143. For a breach of contract, a party is entitled to recover its reasonable and necessary attorney's fees after demand and failure to tender payment within 30 days. EOVP and Bloomfield

sent a joint demand for return of the misappropriated funds to the Defendants, but the Defendants did not tender payment of the misappropriated funds.

CONDITIONS PRECEDENT

144. All conditions precedent to Plaintiffs' claims for relief have been performed or have occurred.

NOTICE OF INTENT TO USE DOCUMENTS

145. The Plaintiffs hereby give notice pursuant to Tex. R. Civ. P. 193.7 that documents produced herein will be used against the producing party.

JURY DEMAND

146. Plaintiffs demand a trial by jury.

PRAYER

WHEREFORE PREMISES CONSIDERED Plaintiffs EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb and Abdul Jameel Abdur Rahman, individually and as a managing members of Plaintiffs EOVP, LLC and Bloomfield Lot 6 Office, LLC, or in the alternative bring this action, with AVTR MGR, LLC and AVTR, LLC, in the right of EOVP, LLC or Bloomfield Lot 6 Office, LLC, as derivative actions ask that Defendants, Garland Bell, Linda Bell, Linda Bell Financial Services, LLC, TX Empire Group, LLC, individually and d/b/a Empire Group, Joe Snellings, Multifamily Consultants, Inc., be cited to appear, and after final trial, EOVP, LLC, Bloomfield Lot 6 Office, LLC, Doug Webb, AVTR LLC and AVTR MGR LLC have judgment against them joint and severally for:

- A declaration that one or more of the Defendants breached the Operating Agreements by attempting to deposit counterfeit bills marked for motion picture use only into the corporate accounts of the Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC;
- A declaration that one or more of the Defendants breached the Operating Agreements by intentionally or knowingly violating the law by attempting to deposit counterfeit bills

marked for motion picture use only into the corporate accounts of the Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC;

- A declaration that one or more of the Defendants breached the Operating Agreements by receipt of an improper personal benefit by taking unauthorized distributions from the corporate accounts of the Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC and converting those assets for the Defendants' personal use;
- A declaration that one or more of the Defendants breached the Operating Agreements duty of loyalty and did not act in good faith by taking unauthorized distributions from the corporate accounts of the Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC and converting those assets for the Defendants' personal use;
- A declaration that one or more of the Defendants breached the Operating Agreements by taking corporate assets of Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC, and converting them for the Defendants' personal use;
- Actual damages, including but not limited to unauthorized transactions totaling at least \$200,000 in misappropriation, unauthorized distributions, inequitable distributions, lost profits, costs of protecting and recovering trade secrets, and damages from unfair competition;
- Exemplary damages at the maximum rate allowed by law for the Defendants fraudulent, malicious and or grossly negligent conduct;
- An injunction barring the Defendants from exercising any rights or powers under Section V Management: Rights, Powers, and Duties of the Operating Agreements of Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC;
- An injunction requiring the Defendants to deposit into the corporate accounts the misappropriated funds;
- An injunction requiring the Defendants to relinquish control of all Plaintiffs' accounts, passwords, and systems, including but not limited to social media accounts, electronic databases, and communication platforms;
- An injunction prohibiting the Defendants from using, disclosing, or benefiting from Plaintiffs' trade secrets and confidential information;
- An injunction enforcing the non-compete agreements and prohibiting the Plaintiffs from continuing to operate Plaintiffs, EOVP, LLC and Bloomfield Lot 6 Office, LLC, in violation of their contractual obligations;

- Judicial dissolution of EOVP, LLC and Bloomfield Lot 6 Office, LLC;
- Prejudgment interest;
- Reasonable and necessary attorneys' fees through all successful appeals;
- Post-judgment interest;
- Court costs; and
- All other relief, in law or equity, to which the Plaintiffs are entitled.

Respectfully submitted,

THE WATTS LAW FIRM, P.C.

By: 

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ATTORNEYS FOR PLAINTIFFS
EOVP, LLC, BLOOMFIELD LOT 6 OFFICE, LLC, AND
DOUG WEBB, AVTR MGR, LLC, AND AVTR, LLC,
INDIVIDUALLY AND DERIVATIVELY

EXHIBIT A

CAUSE NO. _____

EOVP, LLC, BLOOMFIELD LOT 6 OFFICE, §
LLC, AND DOUG WEBB, INDIVIDUALLY §
AND DERIVATIVELY §

Plaintiffs, §

VS. §

GARLAND BELL, LINDA BELL, LINDA §
BELL FINANCIAL SERVICES, LLC, TX §
EMPIRE GROUP, LLC, INDIVIDUALLY §
AND D/B/A EMPIRE GROUP, JOE §
SNELLINGS, MULTIFAMILY §
CONSULTANTS, INC. §

Defendants. §

IN THE DISTRICT COURT OF

§ MONTGOMERY COUNTY, TEXAS

§ _____ JUDICIAL DISTRICT

BUSINESS RECORDS AFFIDAVIT OF DOUG WEBB

STATE OF TEXAS §

§

COUNTY OF Tarrant §

On this day, Doug Webb appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

My name is Doug Webb. I am over the age of twenty-one (21). I have never been convicted of a felony or crime of moral turpitude, and I am competent to make this affidavit. I have personal knowledge of the facts set forth herein, and these facts are true and correct.

FACTS

I am a Member and Manager of EOVP, LLC and Bloomfield Lot 6 Office, LLC which are both named Plaintiffs in this lawsuit.

I have read the facts alleged in the Original Petition in support of Injunctive Relief, and based on my personal knowledge, I swear they are true and correct.

BUSINESS RECORDS AFFIDAVIT

I am the custodian of the records for EOVP, LLC and Bloomfield Lot 6 Office, LLC pertaining to the above numbered and styled cause of action which include the operating agreements, charges pending against Garland Bell, and summary of what appears to be misappropriated funds from the corporate accounts.

These said 79 pages in Exhibit 1-4 hereto incorporated herein by reference as if fully set forth at length, were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters; were kept in the regular course of business; and were made by the regularly conducted activity as a regular practice.

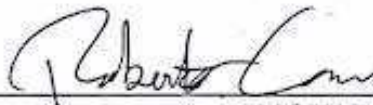
The attached records are the original records or exact duplicates of the originals.

Further affiant sayeth naught.



Doug Webb

SUBSCRIBED AND SWORN TO before me, on this 23rd day of December 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC IN AND FOR TEXAS

My Commission Expires:



EXHIBIT 1

OPERATING AGREEMENT

EOVP, LLC

(A Texas Limited Liability Company)

This Operating Agreement (this "Agreement") is entered into effective the 28th day of February 2022 by and among the signatories hereto.

Explanatory Statement

A. The parties hereto recognize and have been advised that under Texas Law a limited liability company membership interest is personal property distinct from the underlying assets of the company

B. The parties further recognize and have been advised that under Texas law membership interests possess certain rights and are subject to certain limitations, which provide several advantages as compared with direct ownership of all or an undivided interest in a company's underlying assets. Such advantages, among others, include: providing centralized and continuous management of company investments and business assets, notwithstanding a member's death, incapability, or impaired judgment; pooling capital in a manner likely to increase growth, investment, and business opportunities; protecting underlying investment and business assets from the claims of divorced spouses and future creditors of the members; and protecting the member's separate assets from claims arising out of investment or business activities conducted by the company

C. On day of February, 2022 Articles of Organization were filed with the Texas Secretary of State (the "Secretary"), thereby forming EOVP, LLC.

D. The parties desire to operate the Company in accordance with the terms of, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties have entered into the following agreement:

Section 1

Section 1 Defined Terms

The following capitalized terms shall have the meanings specified in this Section 1. Other terms defined in the text of the Agreement shall have the meanings respectively ascribed to them. "Act" shall mean the Texas Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" shall mean, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

The deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2, or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (1)(5) (i.e., the Interest Holder's Share of Minimum Gain and Member Minimum Gain); and The deficit shall be increased by the items described in Regulation Section 1.7041(b)(2)(ii) (d)(4), (5), and (6).

"Affiliate" shall mean, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of the voting interests; or (iii) in which more than 50% of the voting interests are owned by a person who has a relationship with the Member described in clause (i) or (ii) above.

"Agreement" shall mean this Agreement, as amended from time to time "Capital Account" shall mean the account maintained by the Company for each Interest Holder in accordance with the following provisions:

An Interest Holder's Capital Account shall be credited with the interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than section 4.3.3); and An Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the adjusted book value of Company property is adjusted pursuant to this Agreement, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the company has recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" shall mean the total amount of each, and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.7041(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" shall mean the limited liability company formed in accordance with this Agreement.

"Company Basis" shall mean in the case of an asset contributed by a Member of the Company, the fair market value of the asset on the date of the contribution, as reasonably determined by the contributing Member and the Company, less Depreciation thereafter taken with respect thereto, if any; in the case of any other assets, its adjusted basis for federal income tax purposes. If the Company Basis of an asset has been adjusted as provided in Section 3.8, the Company Basis shall thereafter be adjusted by the Depreciation taken into account with respect to such asset.

"Depreciation" shall mean for each calendar year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for the calendar year, except that if the Company Basis of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the calendar year, then the depreciation, amortization

or cost recovery bears the same ratio to such beginning Company Basis as federal income tax depreciation, amortization or other cost recovery deduction for the calendar year bears to the beginning adjusted tax basis.

"Economic Interest" shall mean a person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Fair Market Value" shall mean the amount which a willing buyer would pay a willing seller for the property at issue of neither were under any compulsion to buy or sell and both being fully informed.

"Family" means an individual Member spouse, limited ancestors, or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a member or any combination of the foregoing individuals. "Interest Holder" shall mean any person who holds an Economic Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Transfer Event" shall mean, with respect to any Interest Holder, the occurrence of any event which subjects an Economic Interest or a Membership Interest to being Transferred other than as result of a Voluntary Transfer. Involuntary Transfer Event shall include, but not be limited to, any commencement of a bankruptcy or similar proceeding under federal or state law and commencement of any proceeding for divorce or annulment.

"Managers" shall mean the Person designated as such in Section V.

"Member" shall mean each person signing this Agreement and any Person who subsequently is admitted as a member of the Company,

"Member Loan Nonrecourse Deductions" shall mean any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

"Member Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

"Membership Interest" shall mean all the rights of a Member in the Company, including a Member: (1) Economic Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" shall mean a Capital Account with a balance of less than zero.

"Nonrecourse Deduction" has the meaning set forth in Regulation Section 1.7042(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulation Section 1.704-2(b)(3).

"Percentage" shall mean, as to a Member, the percentage determined by dividing the Members positive Capital Account balance on the determination date by the aggregate positive balances in the

Capital Accounts of all Members as of the same date. As to an Interest Holder who is not a Member, "Percentage" shall mean the Percentage of the Member whose Economic Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to the Member Economic Interest.

"Person" shall mean and includes any individual, corporation, partnership, association, Limited Liability Company, trust, estate, or other entity.

"Profit" and "Loss" shall mean, for each taxable year of the Company (or other period for which Profit, or Loss must be computed) the Company's taxable income or loss determined in accordance with code Section 703(a), with the following adjustments:

All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; Any tax-exempt income and gain of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv) (i)) and not otherwise taken into account in computing Profit and Loss, shall be subtracted from taxable income or loss; Gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Company Basis of the property disposed of, notwithstanding the fact that the Company Basis differs from the adjusted basis of the property for federal income tax purposes; In lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account Depreciation for such taxable year; and Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss

"Regulation" shall mean the income tax regulations, including any temporary or proposed regulations, from time to time promulgated under the Code. "Secretary" shall mean the Secretary of State of Texas.

"Transfer" shall include all means by which a Member or Interest Holder may be divested of record or beneficial ownership of all or part of a Membership Interest or Economic Interest in the Company, including divestment by sale, merger, exchange, gift, assignment, operation of law, pledge, hypothecation, or otherwise.

"Voluntary Transfer" shall mean, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other Transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign or otherwise Transfer. A Transfer which occurs pursuant to an Interest Holder's last testament shall constitute a Voluntary Transfer.

Section 11 Name; Office; Purpose; Term

2.1 Name of the Company. The name of the Company shall be "EOVP, LLC". The Company may do business under that name and under any other name or names upon which the Managers select. If the Company does business under a name other than that set forth in its Articles of

Organization, then the Company shall file a trade name certificate as required by law.

2.2 Purpose: The Company is formed for the following purposes:

2.2.1 To own, develop (as shell) and sell that certain property owned by the Company located at the intersection of Virginia Parkway and Lake Foest Drive, McKinney, Texas, and to do all things necessary, convenient or incidental to the purpose.

2.2.3 To transact or engage in any other business that may be lawfully conducted by a limited liability company.

2.3 Term. The term of the Company began upon filing of the Articles of Organization with the Secretary and its existence shall be perpetual, unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.4 Principal Office. The principal office and place of business of the Company in the State of Texas shall be located at 4421 Virginia Pkwy, McKinney TX 75070, or at any other place within the State of Texas upon which the Managers select.

2.5 Resident Agent. The name and street address of the Company's resident agent in the State of Texas shall be

Section III Members; Capital; Capital Accounts

3.1 Members. The name, capital account balance and Percentage of each Member as of January 30th, 2022, are set forth on Exhibit "A". The Members understand that, under the Act, each Member Membership Interest is personal property, and that no Member has any interest in the Company's assets.

3.2 No Other Capital Contributions Required. No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3 Limitation of Capital Contributions. No capital contribution shall be accepted by the Company if said contributions shall cause Company to be treated as an "investment company" for purposes of Code Section 721. The Managers may declare such capital contribution null and void and return the disqualifying property contributed to the contributing Member in such manner as is equitable, taking into consideration all factors deemed relevant to the Managers.

3.4 No Interest on Capital Contributions, interest Holders shall not be paid interest on their Capital Contributions or on their drawing account, if any.

3.5 Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive any return of any Capital Contribution.

3.6 Form of Return of Capital. If an Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Interest Holder in return of the Capital Contribution.

Capital Accounts. A separate Capital Account shall be maintained for each Interest

3.7 Holder.

3.8 Transfer of Interest. If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the Economic Interest.

3.9 Adjustment of Company Basis. The Company Basis of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Managers, as of the following items: (i) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a minimal Capital Contribution; (ii) the distribution by the Company of more than a minimal amount of Company property other than money, unless all Members receive simultaneous distributions of undivided interests in the Company property; and (iii) the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code. If the Company Basis of Company property is so adjusted, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company has recognized gain or loss equal to the amount of such aggregate adjustment.

3.10 Drawing Accounts. An individual drawing account may be maintained for each Member. If such a drawing account is maintained, each Member share of Profits and Losses shall be credited or charged to its drawing account. A credit or deficit balance in a Member drawing account shall not constitute a part of the Member capital account. The Managers may at any time and shall at the end of each company year and upon liquidation of the Company, close the drawing account balances into the corresponding capital accounts.

3.11 Loans. A Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

Section IV Profit, Loss, and Distributions

4.1 Distributions. Distributions shall be made to Interest Holders at such times as excess cash is exists over and above existing Company obligations, to each Interest Holder in accordance with their respective Economic Interest. Distributions are planned to be made within 9-12 months of the date of execution of this Agreement subject to construction delays due to weather. Managers other than Abdul Jameel shall use good faith and commercially reasonable efforts to ensure shell construction, sale and distributions are completed within such 9-12 month time period.

4.2 Allocation of Profit or Loss.

4.2.1 General. After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.2 Shifts and Transfers. Unless the Company's taxable year is separated into segments, if during any taxable year there is (i) a Voluntary or an Involuntary Transfer, or (ii) a shift in the Interest Holder's Percentages, then the Managers shall allocate Profit and loss to consider the Interest Holders' varying Percentages and the number of days each Interest Holder was entitled to a particular Percentage.

4.3 Regulatory Allocations.

4.3.1 Qualified Income Offset. No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof), or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all the items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2 Minimum Gain Chargeback. Excerpts as set forth in Regulation Section 1.7042(f)(2),(3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain or Member Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that interest Holder's share of the net decrease of Minimum Gain or Member Minimum Gain computed in accordance with Regulation Section 1.704-2(6)(2). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of Regulations promulgated under Code Section 752), to the extent of the Minimum Gain or Member Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Sections 1.704-2(f) or 1.704-2(i)(4).

4.3.3 Contributed Property and Book-Ups. In accordance with Code Section 7040 and the Regulation there under, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the Company Basis of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its Company Basis in the manner required under Code Section 704(c) using the "traditional method" described in the Regulations there under.

4.3.4. Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustments to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5 Nonrecourse Deductions. Nonrecourse Deductions for a taxable year or other

period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7. Guaranteed Payments. To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8 Unrealized Receivables. If an Interest Holder's Economic Interest is reduced (provided that reduction does not result in a complete termination of the interest Holder's Economic Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Managers.

4.3.9 Withholding. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts distributed to the affected Interest Holders for all purposes under this Agreement.

4.3.10 Allocation of Tax Items. Except as otherwise provided herein, each item of Profit or Loss recognized by the Company for federal income tax purposes shall be allocated among the Interest Holders in the same manner and proportion as each correlative item of Profit and Loss is allocated pursuant to the provisions of this Section IV.

4.4 Liquidation and Dissolution.

4.4.1 Distributions. (See Addendum A) If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after considering the allocations of Profit or Loss pursuant to Section 4.2, if any, and distributions, if any, of cash or property, pursuant to Section 4.1.

4.4.2 No obligation to Restore. No interest Holder shall be obligated to restore a Negative Capital Account.

4.5 General

4.5.1 If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued based on their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Managers. The Profit or loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.2 All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Transfer during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor of the basis of the number of shares each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary nonrecurring items of the Company,

4.5.3 The Managers are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V Management: Rights, Powers, and Duties

5.1 Management

5.1.1 Managers. The Company shall be managed by Managers, who may, but need not be a Member. Linda Bell, Garland Bell, Abdul Jameel Abdur Rahman and Doug Webb are hereby designated to serve as the initial Managers of the Company (the "Managers"). In the event of, death or disability of Garland Bell, Linda Bell, Abdul Jameel Abdur Rahman and Doug Webb, the heirs, by unanimous vote, shall designate a successor. The business and affairs of the Company shall be managed under the direction and control of the Managers, and all powers of the Company shall be exercised by or under the authority of the Managers. No other person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law. Decisions of the Managers must be made by unanimous consent of the Managers.

5.1.2 General Powers. The Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs. The Managers shall have the full power to execute and deliver, for and on behalf of the Company, all documents and instruments which may be necessary or desirable to carry on the business of the company, including, without limitation, and all the deeds, contracts, leases, mortgages, deed of trust, promissory notes, security agreements, and financing

statements pertaining to the Company assets or obligations, and to authorize the confession of judgment against the Company. No person dealing with the Managers need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Managers, or as to the authority of the Managers in executing the same.

5.1.3. Limitation on Authority of Members

5.1.3.1 No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to contract on behalf of the Company or to otherwise act for the Company solely by virtue of being a Member.

5.1.3.2 Any Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.4 Removal of Managers. The Managers may be removed only upon vote of Members holding one hundred percent (100%) of the Percentages then held by Members; except in the event of a Manager's fraud, bad faith or gross negligence or breach of this Agreement, in which case such manager may be removed by Members holding at least fifty-one (51%) of the Percentages then held by Members.

5.2 Meetings of and Voting Members.

5.2.1 Meetings. A meeting of the Members may be called at any time by the Managers or by those Members holding twenty-five percent (25%) of the Percentages then held by the Members. Meetings of Members shall be held at the Company's principal place of business or at any other place in McKinney, Texas designated by the Person calling the meeting. Not less than ten (10) or more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice (email is acceptable) of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members, the presence in person or by proxy of Members holding not less than one hundred percent (100%) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Members duly authorized attorney-in-fact.

5.2.2 Voting. Except as otherwise provided in this Agreement, the affirmative vote of Members holding seventy-six (76%) of the Percentages then held by Members shall be required to approve any matter coming before the Members.

5.2.3 Written consent. In lieu of holding a meeting, the Members may vote or otherwise act by a written instrument indicating the consent of Members holding seventy-six (76%) of the Percentages then held by Members.

5.2.4 Meeting by Telephone. Members may participate in a meeting by means of conference telephone or similar communications media in which all persons participating in the meeting can hear each other. Such participation shall constitute presence at such meeting.

5.3 Personal Service

5.3.1 Member. No Member shall be required to perform services for the Company solely by virtue of being a member. Unless approved by the Managers, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company,

5.3.2 Manager's. The Manager' shall receive such fair and reasonable compensation and expense reimbursements for services as Managers as determined by the Managers.

5.4 Duties of Parties- Arm's Length Dealing. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms as determined by the Managers.

5.5 Duties and Indemnification of Managers. The Managers shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company and shall be indemnified by the Company for any act or omission performed by the Managers within the scope of the authority conferred on the Managers by this Agreement, unless the act or omission constituted a breach of the Manager's duty of loyalty, was not in good faith, involved intentional or knowing violation of law, resulted in the receipt of an improper personal benefit, or constituted gross negligence. The Company shall promptly notify the Members whenever the Managers have been indemnified by the Company for any act, matter, or thing whatsoever. Managers shall make available to each other and all Members all books and records, financial information and material contracts of the Company. The Managers have a duty to act in the best interest of the Company and its Members and to otherwise act in a commercially reasonable manner.

Section VI Transfer and Withdrawals

6.1 Transfers of Membership

6.1.1 General. The parties understand and acknowledge that under the Act and unless otherwise provided in an operating agreement, the assignment of a membership interest in a limited liability company does not entitle the assignee to participate in the management and affairs of the company or to exercise any rights or powers of a Member, but only entitles the assignee to receive any distribution to which the assignor was entitled to the extent assigned. The parties further acknowledge that, except for the right and power to Transfer a Membership Interest in accordance with Section 6.1.2, this Agreement does not grant Members the right or power to Transfer any rights to participate in the management and affairs of the Company or to exercise any other rights of a Member in the Company.

6.1.2 Permitted Voluntary Transfers. Any Members may be reason of the Member death, make a Voluntary Transfer of all, or any portion of, or any interest or rights in, such Member Economic Interest or such Member Membership interests to (i) any other member, (ii) and member of the Member Family, or (iii) any other person to the extent approved by and subject to any conditions set forth in a unanimous written consent of the Members (a "Permitted Transferee"). If a permitted Transferee receives a Membership Interest pursuant to a Voluntary Transfer permitted by this Section, such Permitted Transferee shall be admitted immediately as a Member of the Company upon executing a counterpart of this Agreement (unless the transferee is already a Member).

6.1.3 Transfers. Except for the permitted Voluntary Transfers described in Section 6.1.2, no Member may make a Voluntary Transfer, of all, or any portion, or any interest or rights in the

Membership interest owned by the Member, and no interest Holder may make Voluntary Transfer of all, or any portion, or any interest or rights in, any Economic Interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. Any attempt to make a Voluntary Transfer of any Membership Interest or Economic Interest in violation of the prohibition contained in this Section 6.1.3 shall be deemed invalid, null and void, and of no force or effect. Any person to whom a Membership Interest is attempted to be transferred in violation of this Section 6.1.3, shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest.

6.2 Effect of Invalid Attempt to Transfer. The Transfer of any Membership interest or Economic Interest in violation of the prohibition contained in this Section 6.2 shall be deemed invalid, null and void, and of no force or effect. Any person to whom Membership or Economic Interests are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company or have any other rights in or with respect to the Membership or Economic Interest.

6.3 Acknowledgement of Reasonableness. Each Member hereby acknowledges the reasonableness of the prohibitions contained in this section VI in view of the purposes of the Company and the relationship of the Members.

6.4 Withdrawal. The Members understand that under the Act no Member shall have the right or power to withdraw from the Company. The Members further understand that this Agreement does not grant the right or power to withdraw voluntarily from the Company.

Section VII Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Members understand and acknowledge that the Company has been organized as perpetual entity and under the Act the Company shall be dissolved only upon unanimous written agreement of the Members or entry of a decree of judicial dissolution.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Managers shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Managers shall promptly file articles of dissolution with the Secretary. If there is no Managers, then the articles shall be filed by the remaining Members.

Section VIII Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. Funds of the Company may be deposited in a bank account or accounts opened in the Company's name. The Managers shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Person who will have authority with respect to the accounts and the funds therein.

8.1.1 Books and Records.

8.1.2 The Managers shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include but not be limited to:

8.1.2.1 A current and a past list of the full name and last known mailing address of each Member and Managers of the LLC;

8.1.2.2 Copies and records that would enable a Member of the LLC to determine the relative voting rights of the Members;

8.1.2.3 A copy of the LLC's Articles of Organization, including any amendments.

8.1.2.4 Copies of the LLC's tax returns and financial statements for the three most recent years;

8.1.2.5 A copy of any effective written Operating Agreement of the LLC, including any amendments and copies of any Operating Agreement of the LLC no longer in effect and;

8.1.2.6 Complete and accurate information regarding the state of the business and financial condition of the Company,

8.1.3 The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member duly authorized representative at all reasonable times during normal business hours.

8.1.4 Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member inspection and copying of the company's books and records.

8.2 Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Managers, subject to the requirements and limitations of the Code.

8.3 Reports. Within a reasonable time after the end of each taxable year of the Company, the Managers shall cause to be sent to each person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member expense, the Managers shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.4 Tax Matter Partner. Scott Woodard shall be the Company's tax matters partner ("Tax Matters Partner"). The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Tax Matter Partner may not compromise any dispute with the Internal Revenue Service without the approval of the Members.

8.5 Tax Elections. The Manager's shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's

sole and absolute discretion.

Section IX General Provisions

9.1 Assurances. Each Member shall execute all such certificated and other documents and shall do all such filing, recording, publishing and other acts as the Manager's deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute addresses or addresses.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach, or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Members.

9.5 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Texas.

9.6 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7 Binding Provisions. This Agreement is binding upon, and insures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8 Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Western District of Texas any Texas State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.10 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Redaction Log

Total Number of Redactions in Document: 47

Redaction Reasons by Page

Page	Reason	Description	Occurrences
1			2
4			3
5			4
6			5
7			5
8			5
9			5
10	PUBLIC EMAIL	Public email addresses have been redacted. (Section 552.137)	1
11			1
12			1
14			2
57			2
58			3
59			6
96			2

9.11 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. This signature of any party to any counterpart shall be deemed a signature to, and may be appended, any other counterpart

IN WITNESS WHEREOF, the parties have executed, or causes this Agreement to be executed, as of the date set forth hereinabove.

EIN # _____

OPERATING AGREEMENT OF

EOVP, LLC

(A Texas Limited Liability Company)

MEMBERS & MANAGERS:

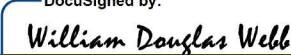
Linda Bell

By: 

Name, Title: Linda Bell, Manager

Doug Webb

DocuSigned by:

By: 

4D574548E02B44A...
Name, Title: Doug Webb, Manager

Garland Bell

By: 

Name, Title: Garland Bell, Manager

AVTR LLC

\$600,000

25% Membership Interest and Economic Interest

Address: 9141 Steiner St.

Fort Worth, TX 76244

(682) 559-2278

By: _____

Admission SIGN

ABDUL JAMEEL ABDUR RAHMAN
2/27/2022 10:52:55 PM GMT

Authorized Signatory

Name, Title: Abdul Jameel Abdur Rahman, Manager of AVTR MGR LLC, as Manager of AVTR LLC



Addendum

Distributions will work as follows:

- **Bank gets paid off first. 100% of proceeds**
- **Investors to be paid per their percentage of ownership monies after bank payoff**
- **Developer fee's to be paid in 12 equal payments commencing the date of acceptance of this LLC**
- **Investor's equity shall be used towards bank equity, Developer Fees, and mobilization expenses**
- **Investor related to AVTR to record a 2nd Mortgage on Property**
- **Additional Documents to be made available**
 - **Accounts balance & tracking**
 - **Closing documents**
 - **Land purchase Contract documents etc.**

EXHIBIT 2

OPERATING AGREEMENT

Bloomfield Lot 6 Office, LLC

(A Texas Limited Liability Company)

This Operating Agreement (this "Agreement") is entered into effective the 27th day of February 2023 by and among the signatories hereto.

Explanatory Statement

A. The parties hereto recognize and have been advised that under Texas Law a limited liability company membership interest is personal property distinct from the underlying assets of the company

B. The parties further recognize and have been advised that under Texas law membership interests possess certain rights and are subject to certain limitations, which provide several advantages as compared with direct ownership of all or an undivided interest in a company's underlying assets. Such advantages, among others, include: providing centralized and continuous management of company investments and business assets, notwithstanding a member's death, incapability, or impaired judgment; pooling capital in a manner likely to increase growth, investment, and business opportunities; protecting underlying investment and business assets from the claims of divorced spouses and future creditors of the members; and protecting the member's separate assets from claims arising out of investment or business activities conducted by the company

C. On 27th day of January 2023 Articles of Organization were filed with the Texas Secretary of State (the "Secretary"), thereby forming Bloomfield Lot 6 Office, LLC.

D. The parties desire to operate the Company in accordance with the terms of, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties have entered into the following agreement:

Section 1 Defined Terms

The following capitalized terms shall have the meanings specified in this Section 1. Other terms defined in the text of the Agreement shall have the meanings respectively ascribed to them. "Act" shall mean the Texas Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" shall mean, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

The deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2, or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (1)(5) (i.e., the Interest Holder's Share of Minimum Gain and Member Minimum Gain); and The deficit shall be increased by the items described in Regulation Section 1.7041(b)(2)(ii) (d)(4), (5), and (6).

"Affiliate" shall mean, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of the voting interests; or (iii) in which more than 50% of the voting interests are owned by a person who has a relationship with the Member described in clause (i) or (ii) above.

"Agreement" shall mean this Agreement, as amended from time to time "Capital Account" shall mean the account maintained by the Company for each Interest Holder in accordance with the following provisions:

An Interest Holder's Capital Account shall be credited with the interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than section 4.3.3); and An Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the adjusted book value of Company property is adjusted pursuant to this Agreement, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the company has recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" shall mean the total amount of each, and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.7041(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" shall mean the limited liability company formed in accordance with this Agreement.

"Company Basis" shall mean in the case of an asset contributed by a Member of the Company, the fair market value of the asset on the date of the contribution, as reasonably determined by the contributing Member and the Company, less Depreciation thereafter taken with respect thereto, if any; in the case of any other assets, its adjusted basis for federal income tax purposes. If the Company Basis of an asset has been adjusted as provided in Section 3.8, the Company Basis shall thereafter be adjusted by the Depreciation considered with respect to such asset.

"Depreciation" shall mean for each calendar year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for the calendar year, except that if the Company Basis of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the calendar year, then the depreciation, amortization or cost recovery bears the same ratio to such beginning Company Basis as federal income tax depreciation, amortization or other cost recovery deduction for the calendar year bears to the beginning adjusted tax basis.

"Economic Interest" shall mean a person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Fair Market Value" shall mean the amount which a willing buyer would pay a willing seller for the property at issue if neither were under any compulsion to buy or sell and both being fully informed.

"Family" means an individual Member spouse, limited ancestors, or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a member or any combination of the foregoing individuals. "Interest Holder" shall mean any person who holds an Economic Interest, whether as a Member or as an un-admitted assignee of a Member.

"Involuntary Transfer Event" shall mean, with respect to any Interest Holder, the occurrence of any event which subjects an Economic Interest or a Membership Interest to being Transferred other than as result of a Voluntary Transfer. Involuntary Transfer Event shall include, but not be limited to, any commencement of a bankruptcy or similar proceeding under federal or state law and commencement of any proceeding for divorce or annulment.

"Managers" shall mean the Person designated as such in Section V.

"Member" shall mean each person signing this Agreement and any Person who subsequently is admitted as a member of the Company,

"Member Loan Non-Recourse Deductions" shall mean any Company deductions that would be Non-recourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

"Member Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(i) for "partner non-recourse debt minimum gain."

"Membership Interest" shall mean all the rights of a Member in the Company, including a Member: (1) Economic Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" shall mean a Capital Account with a balance of less than zero.

"Non-recourse Deduction" has the meaning set forth in Regulation Section 1.7042(b)(1). The amount of Non-recourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"Non-recourse Liability" has the meaning set forth in Regulation Section 1.704-2(b)(3).

"Percentage" shall mean, as to a Member, the percentage determined by dividing the Members positive Capital Account balance on the determination date by the aggregate positive balances in the Capital Accounts of all Members as of the same date. As to an Interest Holder who is not a Member, "Percentage" shall mean the Percentage of the Member whose Economic Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to the Member Economic Interest.

"Person" shall mean and includes any individual, corporation, partnership, association, Limited Liability Company, trust, estate, or other entity.

"Profit" and "Loss" shall mean, for each taxable year of the Company (or other period for which Profit, or Loss must be computed) the Company's taxable income or loss determined in accordance with code Section 703(a), with the following adjustments:

All items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; Any tax-exempt income and gain of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; Any expenditures of the Company described in Code Section 705(a) (2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv) (i)) and not otherwise taken into account in computing Profit and Loss, shall be subtracted from taxable income or loss; Gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Company Basis of the property disposed of, notwithstanding the fact that the Company Basis differs

from the adjusted basis of the property for federal income tax purposes; In lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account Depreciation for such taxable year; and Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss

"Regulation" shall mean the income tax regulations, including any temporary or proposed regulations, from time to time promulgated under the Code. "Secretary" shall mean the Secretary of State of Texas.

"Transfer" shall include all means by which a Member or Interest Holder may be divested of record or beneficial ownership of all or part of a Membership Interest or Economic Interest in the Company, including divestment by sale, merger, exchange, gift, assignment, operation of law, pledge, hypothecation, or otherwise.

"Voluntary Transfer" shall mean, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other Transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign or otherwise Transfer. A Transfer which occurs pursuant to an Interest Holder's last testament shall constitute a Voluntary Transfer.

Section 11 Name; Office; Purpose; Term

2.1 Name of the Company. The name of the Company shall be "Bloomfield Lot 6 Office, LLC". The Company may do business under that name and under any other name or names upon which the Manager's selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.2 Purpose: The Company is formed for the following purposes:

2.2.1. To own, develop (as shell) and sell that certain property owned by the Company located at **Bloomfield Office Lot 6 (intersection of Keller Pkwy and Bloomfield Dr), Keller, Texas 76248** and to do all things necessary, convenient or incidental to the purpose.

2.2.2 To transact or engage in any other business that may be lawfully conducted by a limited liability company.

2.3 Term. The term of the Company began upon filing of the Articles of Organization with the Secretary and its existence shall be perpetual, unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.4 Principal Office. The principal office and place of business of the Company in the State of Texas shall be located at **Bloomfield Office Lot 6 (intersection of Keller Pkwy and Bloomfield Dr), Keller, Texas 76248** or at any other place within the State of Texas upon which the Manager's selects.

2.5 Resident Agent. The name and street address of the Company's resident agent in the State of Texas shall be
Doug Webb
3477 Vista Highlands Lane, Fort Worth TX 76135

Section III Members; Capital; Capital Accounts

3.1 Members. The name, capital account balance and Percentage of each Member as of February 27th, 2023, are set forth on Exhibit "A". The Members understand that, under the Act, each Member Membership Interest is personal property, and that no Member has any interest in the Company's assets.

- 3.2 No Other Capital Contributions Required.** No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.
- 3.3 Limitation of Capital Contributions.** No capital contribution shall be accepted by the Company if said contributions shall cause Company to be treated as an "investment company" for purposes of Code Section 721. The Manager's may declare such capital contribution null and void and return the disqualifying property contributed to the contributing Member in such manner as is equitable, taking into consideration all factors deemed relevant to the Manager's.
- 3.4 No Interest on Capital Contributions,** interest Holders shall not be paid interest on their Capital Contributions or on their drawing account, if any.
- 3.5 Return of Capital Contributions.** Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive any return of any Capital Contribution.
- 3.6 Form of Return of Capital.** If an Interest Holder is entitled to receive a return of a Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Interest Holder in return of the Capital Contribution.
- Capital Accounts.** A separate Capital Account shall be maintained for each Interest
- 3.7 Holder.**
- 3.8 Transfer of Interest.** If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the Economic Interest.
- 3.9 Adjustment of Company Basis.** The Company Basis of all Company assets shall be adjusted to equal their respective fair market values, as determined by the Manager's, as of the following items: (i) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a minimal Capital Contribution; (ii) the distribution by the Company of more than a minimal amount of Company property other than money, unless all Members receive simultaneous distributions of undivided interests in the Company property; and (iii) the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code. If the Company Basis of Company property is so adjusted, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company has recognized gain or loss equal to the amount of such aggregate adjustment.
- 3.10 Drawing Accounts.** An individual drawing account may be maintained for each Member. If such a drawing account is maintained, each Member share of Profits and Losses shall be credited or charged to its drawing account. A credit or deficit balance in a Member drawing account shall not constitute a part of the Member capital account. The Manager's may at any time and shall at the end of each company year and upon liquidation of the Company, close the drawing account balances into the corresponding capital accounts.
- 3.11 Loans.** A Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

Section IV Profit, Loss, and Distributions

4.1 Distributions. Distributions shall be made to Interest Holders at such times as excess cash is exists over and above existing Company obligations, to each Interest Holder in accordance with their respective Economic Interest. Distributions are planned to be made within 6-9 months of the date of execution of this Agreement subject to construction delays due to weather. Managers other than Abdul Jameel Abdur Rahman shall use good faith and commercially reasonable efforts to ensure shell construction, sale and distributions are completed within such 6-9-month time period.

4.2 Allocation of Profit or Loss.

- 4.2.1 General.** After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.
- 4.2.2 Shifts and Transfers.** Unless the Company's taxable year is separated into segments, if during any taxable year there is (i) a Voluntary or an Involuntary Transfer, or (ii) a shift in the Interest Holder's Percentages, then the Manager's shall allocate Profit and loss to consider the Interest Holders' varying Percentages and the number of days each Interest Holder was entitled to a particular Percentage.

4.3 Regulatory Allocations.

4.3.1 Qualified Income Offset. No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof), or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all the items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "Qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2 Minimum Gain Chargeback. Excerpts as set forth in Regulation Section 1.7042(f)(2),(3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain or Member Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that interest Holder's share of the net decrease of Minimum Gain or Member Minimum Gain computed in accordance with Regulation Section 1.704-2(6)(2). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to non-recourse liabilities (within the meaning of Regulations promulgated under Code Section 752), to the extent of the Minimum Gain or Member Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Sections 1.704-2(f) or 1.704-2(i)(4).

4.3.3 Contributed Property and Book-Ups. In accordance with Code Section 7040 and the Regulation there under, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the Company Basis of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its Company Basis in the manner required under Code Section 704(c) using the "traditional method" described in the Regulations there under.

4.3.4 Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required,

pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustments to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5 Non-recourse Deductions. Non-recourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6 Member Loan Non-Recourse Deductions. Any Member Loan Non-recourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7 Guaranteed Payments. To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8 Unrealized Receivables. If an Interest Holder's Economic Interest is reduced (provided that reduction does not result in a complete termination of the interest Holder's Economic Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Manager's.

4.3.9 Withholding. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts distributed to the affected Interest Holders for all purposes under this Agreement.

4.3.10 Allocation of Tax Items. Except as otherwise provided herein, each item of Profit or Loss recognized by the Company for federal income tax purposes shall be allocated among the Interest Holders in the same manner and proportion as each correlative item of Profit and Loss is allocated pursuant to the provisions of this Section IV.

4.4 Liquidation and Dissolution.

4.4.1 Distributions. (See Addendum A) If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after considering the allocations of Profit or Loss pursuant to Section 4.2, if any, and distributions, if any, of cash or property, pursuant to Section 4.1.

4.4.2 No obligation to Restore. No interest Holder shall be obligated to restore a Negative Capital Account.

4.5 General

- 4.5.1** If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued based on their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager's. The Profit or loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.
- 4.5.2** All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Transfer during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor of the basis of the number of shares each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any extraordinary nonrecurring items of the Company,
- 4.5.3** The Manager's is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V Management: Rights, Powers, and Duties

5.1 Management

5.1.1 Manager's. The Company shall be managed by Manager's, who may, but need not be a member. Linda Bell, Garland Bell, and **Abdul Jameel Abdur Rahman**, and Doug Webb are hereby designated to serve as the initial Managers of the (the "Manager's"). In the event of, death or disability of Garland Bell, Linda Bell, and **Abdul Jameel Abdur Rahman**, and Doug Webb then and in that event, the heirs, by unanimous vote, shall designate a successor. The business and affairs of the Company shall be managed under the direction and control of the Manager's, and all powers of the Company shall be exercised by or under the authority of the Manager's. No other person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law.

5.1.2 General Powers. The Manager's shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs. The Manager's shall the full power to execute and deliver, for and on behalf of the Company, all documents and instruments which may be necessary or desirable to carry on the business of the company, including, without limitation, and all the deeds, contracts, leases, mortgages, deed of trust, promissory notes, security agreements, and financing statements pertaining to the Company assets or obligations, and to authorize the confession of judgment against the Company. No person dealing with the Manager's need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager's, or as to the authority of the Manager's in executing the same.

5.1.3 Limitation on Authority of Members

5.1.3.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to contract on behalf of the Company or to otherwise act for the Company solely by virtue of being a Member.

5.1.3.2. Any Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.3.4. Removal of Manager's. The Managers may be removed only upon vote of Members holding one hundred percent (100%) of the Percentages then held by Members; except in the event of a Manager's fraud, bad faith or gross negligence or breach of this Agreement, in which case such manager may be removed by Members holding at least fifty-one (51%) of the Percentages then held by Members.

5.2. Meetings of and Voting Members.

5.2.1 Meetings. A meeting of the Members may be called at any time by the Manager's or by those Members holding at least one hundred percent (100%) of the Percentages then held by the Members. Meetings of Members shall be held at the Company's principal place of business or at any other place in Keller, Texas designated by the Person calling the meeting. Not less than ten (10) or more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice (email is acceptable) of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members, the presence in person or by proxy of Members holding not less than one hundred percent (100%) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Members duly authorized attorney-in-fact.

5.2.2 Voting. Except as otherwise provided in this Agreement, the affirmative vote of Members holding seventy-five percent (75%) of the Percentages then held by Members shall be required to approve any matter coming before the Members.

5.2.3 Written consent. In lieu of holding a meeting, the Members may vote or otherwise act by a written instrument indicating the consent of Members holding seventy-five percent (75%) of the Percentages then held by Members.

5.2.4 Meeting by Telephone. Members may participate in a meeting by means of conference telephone or similar communications media in which all persons participating in the meeting can hear each other. Such participation shall constitute presence at such meeting. *

5.3 Personal Service

5.3.1 Member, No Member shall be required to perform services for the Company solely by virtue of being a member. Unless approved by the Manager's, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2 Manager's. The Manager's shall receive such fair and reasonable compensation and expense reimbursements for services as Managers as determined by the Managers.

5.4 Duties of Parties- Arm's Length Dealing. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms as determined by the Manager's.

5.5 Duties and Indemnification of Manager's. The Manager's shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company and shall be indemnified by the Company for any act or omission performed by the Manager's within the scope of the authority conferred on the Manager's by this Agreement, unless the act or omission constituted a breach of the Managers duty of loyalty, was not in good faith, involved intentional or knowing violation of law, resulted in the receipt of an improper personal benefit, or constituted gross negligence. The Company shall promptly notify the Members whenever the Managers have been indemnified by the Company for any act, matter, or thing whatsoever. Managers shall make available to each other and all Members all books and records, financial information and material contracts of the Company. The Managers have a duty to act in the best interest of the Company and its Members and to otherwise act in a commercially reasonable manner.

Section VI Transfer and Withdrawals

6.1 Transfers of Membership

6.1.1 General. The parties understand and acknowledge that under the Act and unless otherwise provided in an operating agreement, the assignment of a membership interest in a limited liability company does not entitle the assignee to participate in the management and affairs of the company or to exercise any rights or powers of a Member, but only entitles the assignee to receive any distribution to which the assignor was entitled to the extent assigned. The parties further acknowledge that, except for the right and power to Transfer a Membership Interest in accordance with Section 6.1.2, this Agreement does not grant Members the right or power to Transfer any rights to participate in the management and affairs of the Company or to exercise any other rights of a Member in the Company.

6.1.2 Permitted Voluntary Transfers. Any Members may be reason of the Member death, make a Voluntary Transfer of all, or any portion of, or any interest or rights in, such Member Economic Interest or such Member Membership interests to (i) any other member, (ii) and member of the Member Family, or (iii) any other person to the extent approved by and subject to any conditions set forth in a unanimous written consent of the Members (a "Permitted Transferee"). If a permitted Transferee receives a Membership Interest pursuant to a Voluntary Transfer permitted by this Section, such Permitted Transferee shall be admitted immediately as a Member of the Company upon executing a counterpart of this Agreement (unless the transferee is already a Member).

6.1.3 Transfers. Except for the permitted Voluntary Transfers described in Section 6.1.2, no Member may make a Voluntary Transfer, of all, or any portion, or any interest or rights in the Membership interest owned by the Member, and no interest Holder may make Voluntary Transfer of all, or any portion, or any interest or rights in, any Economic Interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the members. Any attempt to make a Voluntary Transfer of any Membership Interest or Economic Interest in violation of the prohibition contained in this Section 6.1.3 shall be deemed invalid, null and void, and of no force or effect. Any person to whom a Membership Interest is attempted to be transferred in violation of this Section 6.1.3, shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest.

6.2 Effect of Invalid Attempt to Transfer. The Transfer of any Membership interest or Economic Interest in violation of the prohibition contained in this Section 6.2 shall be deemed invalid, null and void, and of no force or effect. Any person to whom Membership or Economic Interests are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive

distributions from the Company or have any other rights in or with respect to the Membership or Economic Interest.

6.3 Acknowledgement of Reasonableness. Each Member hereby acknowledges the reasonableness of the prohibitions contained in this section VI in view of the purposes of the Company and the relationship of the Members.

6.4 Withdrawal. The Members understand that under the Act no Member shall have the right or power to withdraw from the Company. The Members further understand that this Agreement does not grant the right or power to withdraw voluntarily from the Company.

Section VII Dissolution, Liquidation, and Termination of the Company

7.1 Events of Dissolution. The Members understand and acknowledge that the Company has been organized as perpetual entity and under the Act the Company shall be dissolved only upon unanimous written agreement of the Members or entry of a decree of judicial dissolution.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the Manager's shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

7.3 Filing of Articles of Dissolution. If the Company is dissolved, the Manager's shall promptly file articles of dissolution with the Secretary. If there is no Manager's, then the articles shall be filed by the remaining Members.

Section VIII Books, Records, Accounting, and Tax Elections

8.1 Bank Accounts. Funds of the Company may be deposited in a bank account or accounts opened in the Company's name. The Manager's shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Person who will have authority with respect to the accounts and the funds therein.

8.1.1 Books and Records.

8.1.2 The Manager's shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include but not be limited to:

8.1.2.1 A current and a past list of the full name and last known mailing address of each Member and Managers of the LLC;

8.1.2.2 Copies and records that would enable a Member of the LLC to determine the relative voting rights of the Members.

8.1.2.3 A copy of the LLC's Articles of Organization, including any amendments.

8.1.2.4 Copies of the LLC's tax returns and financial statements for the three most recent years;

8.1.2.5 A copy of any effective written Operating Agreement of the LLC, including any amendments and copies of any Operating Agreement of the LLC no longer in effect and;

8.1.2.6 Complete and accurate information regarding the state of the business and financial condition of the Company,

8.1.3 The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member duly authorized representative at all reasonable times during normal business hours.

- 8.1.4** Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member inspection and copying of the company's books and records.
- 8.2 Annual Accounting Period.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Manager's, subject to the requirements and limitations of the Code.
- 8.3 Reports.** Within a reasonable time after the end of each taxable year of the Company, the Manager's shall cause to be sent to each person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member expense, the Manager's shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.
- 8.4 Tax Matter Partner.** Scott Woodard shall be the Company's tax matters partner ("Tax Matters Partner"). The Tax Matters Partner shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. The Tax Matter Partner may not compromise any dispute with the Internal Revenue Service without the approval of the Members.
- 8.5 Tax Elections.** The Manager's shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

Section IX General Provisions

- 9.1 Assurances.** Each Member shall execute all such certificated and other documents and shall do all such filing, recording, publishing, and other acts as the Manager's deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.
- 9.2 Notifications.** Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute addresses or addresses.
- 9.3 Specific Performance.** The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach, or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach
- 9.4 Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior written and oral statements, including any prior representation, statement, condition, or

warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Members.

- 9.5 Applicable Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Texas.
- 9.6 Section Titles.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.
- 9.7 Binding Provisions.** This Agreement is binding upon, and insures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.
- 9.8 Jurisdiction and Venue.** Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Western District of Texas any Texas State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
- 9.9 Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.
- 9.10 Separability of Provisions.** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
- 9.11 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. This signature of any party to any counterpart shall be deemed a signature to, and may be appended, any other counterpart,

IN WITNESS WHEREOF, the parties have executed, or causes this Agreement to be executed, as of the date set forth hereinabove.

Bloomfield Lot 6 Office, LLC EIN # 92-2534543

OPERATING AGREEMENT OF

Bloomfield Lot 6 Office, LLC

(A Texas Limited Liability Company)

MEMBERS & MANAGERS:

Linda Bell

Linda Bell

By:

Name, Title: Linda Bell, Manager

Doug Webb

By: Doug Webb

Name, Title: Doug Webb, Manager

Garland Bell

Garland Bell

By:

Name, Title: Garland Bell, Manager

AVTR MGR LLC Equity investment of \$375,000.00
Interest

35% Membership Interest and Economic

Address: 9141 Steiner St.

Fort Worth, TX 76243

(682) 559-2278

By:

Authentisign
Abdul Jameel Abdur Rahman

02/28/23

Name, Title: Abdul Jameel Abdur Rahman, Manager of AVTR MGR LLC

Authorized Signatory

Addendum A

Distributions will work as follows:

- **Bank gets paid off first**
- **AVTR MGR LLC to be paid equity investment of \$375,000.00 and 35% of Economic Interest after bank payoff**
- **Developer fees to be paid monthly commencing the date of acceptance of this agreement**
- **Investor's equity shall be used towards bank equity, Developer Fees, and mobilization expenses**
- **Investor (AVTR MGR LLC) to record a 2nd Lien on Property**

Additional Documents to be made available

- **Accounts balance & tracking**
- **Closing documents**
- **Land purchase Contract documents etc.**

Exhibit A - Membership

Name	Interest
Linda Bell Garland Bell Doug Webb	100% of Ownership Interest
AVTR MGR LLC	35% of Membership and Economic Interest

EXHIBIT 3



The information on this page is NOT an official record. Do not rely on the correctness or completeness of this information. Verify all information with the official record keeper. The information contained in this report is provided in compliance with the Oklahoma Open Records Act, 51 O.S. 24A.1. Use of this information is governed by this act, as well as other applicable state and federal laws.

IN THE DISTRICT COURT IN AND FOR OKLAHOMA COUNTY, OKLAHOMA

State of Oklahoma v. BELL, GARLAND ROSS

No. CPC-2024-7577
(Criminal Probable Cause)

Filed: 09/24/2024

Judge: McCray, Kevin C.

PARTIES

BELL, GARLAND ROSS, Defendant
STATE OF OKLAHOMA, Plaintiff

ATTORNEYS

None

EVENTS

None

COUNTS

Parties appear only under the counts with which they were charged. For complete sentence information, see the court minute on the docket.

DOCKET

Date	Code	Description	
09-24-2024	[TEXT]	CRIMINAL PROBABLE CAUSE INITIAL FILING.	BELL, GARLAND ROSS #1
09-24-2024	[AFPC]	AFFIDAVIT FINDING OF PROBABLE CAUSE / APPROVED BY JUDGE MCCRAY Document Available at Court Clerk's Office	BELL, GARLAND ROSS

09-24-2024 [TEXT]

OCIS HAS AUTOMATICALLY ASSIGNED JUDGE MCCRAY, KEVIN C. TO THIS CASE.

10-17-2024 [ACCOUNT]

BELL, GARLAND ROSS 

RECEIPT # 2024-5721039 ON 10/17/2024.
PAYOR: OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY - TONYA BELL TOTAL AMOUNT PAID: \$ 3,000.00.
LINE ITEMS:
CPC-2024-7577: \$3,000.00 ON AC90 CASH BONDS FOR BELL, GARLAND ROSS.



Review state: Finalized

Probable Cause Affidavit

CPC-2024-7577

Arrested Person

County: Oklahoma

Last Name: BELL First: GARLAND Middle: ROSS

DOB: 02/19/1961 SS#: 442-70-0855 Arrest Date: 09-23-2024

Case #: 2024-0069354 Related Case #: _____ FILED IN DISTRICT COURT
OKLAHOMA COUNTY

Offense (Warrantless arrest for State Felony or misdemeanor charge)
21-1592 UTTERING FORGED INSTRUMENTS >= \$1000 F ; ; ; ; ;

SEP 24 2024

RICK WARREN
COURT CLERK

Synopsis of arrest to include all elements of the charged crime:

26

On 9/23/2024 at about 1230 hours at Prosperity Bank at 2500 W Memorial Rd in Oklahoma City in Oklahoma County, AR Garland Bell attempted to make a deposit of \$10,000.00 using counterfeit bills. AR Bell submitted one hundred fake \$100 bills marked "for motion picture purposes" and a deposit ticket filled out for the amount of \$10,000.00 to the drive through teller at this location.



I swear the above information is true and correct to the best of my knowledge and belief.

Officer: Shane C. Long Commission #: 2040

State of Oklahoma)
) SS.
County of Oklahoma)

Subscribed and sworn to me this 23 day of Sep., 2024.

08-20-28 Ashley Thomas
My Commission Expires: Notary Public

I have reviewed the above information and believe the necessary elements exist for an arrest based on probable cause.

Supervisor: R. Ellyson Commission #: 1065

This court having conducted a probable cause determination for the above named person's arrest without a warrant finds:

- ☐ Probable cause for the person's arrest existed at the time of the arrest. Arraignment before a Magistrate is ordered
- ☐ Probable cause for the person's arrest did NOT exist at the time of the arrest. The person is ordered released from custody immediately.

Done this _____ day of _____, 20____, at _____ m.

Released

Judge of the District Court

Review state: Finalized

**Probable Cause Affidavit
Continuation Sheet**

Arrested Last Name: BELL

First: GARLAND

Middle: ROSS

Officer: Terry, Shane (52510)

Commission #: 2040

Revised 07/07

EXHIBIT 4

80% complete

Prosperity Bank

Keller Project

- GARLAND
- 4/28/23...10,000.00 CHECK #9999
- 4/5/23...2000.00 ZELLE 4/6/23 wire transfer - 14,422.75
- 4/18/23...2500.00 CASH WITHDRAWL
- 5/4/23...1954.10 WIRE TRANSFER
- 9/11/23...60,000.00 WIRE TRANSFER
- 3/5/24...5000.00 WIRE TRANSFER
- 4/18/24...2325.00 WIRE TRANSFER
- 4/18/24...5000.00 WIRE TRANSFER
- 6/18/24...4000.00 CHECK #810
- 6/6/24...3416.66 WIRE TRANSFER
- 7/2/24...3530.55 WIRE TRANSFER
- 8/19/24...3040.20 CHECK #715
- 9/20/24...1205.55 WIRE TRANSFER
- 10/2/24...500.00 WIRE TRANSFER
- 10/17/24...1205.56 WIRE TRANSFER
- TOTAL...105,677.62
- LINDA
- 3/21/24...5400.00 CHECK #103
- 4/1/24...2500.00 CHECK #105
- 4/8/24...7000.00 CHECK #113
- 4/27/24...60,000.00 CASH WITHDRAWL
- 5/10/24...5000.00 CHECK #250
- 5/20/24...4000.00 CHECK #007
- 5/31/24...15,000.00 CHECK #001
- 6/24/24...60,000.00 CHECK #815
- 7/23/24...5000.00 CHECK #714
- 8/23/24...12,000.00 CHECK #718
- 9/16/24...30,000.00 CASH WITHDRAWL
- TOTAL...205,900.00
- TONYA Bell
- 4/6/24...2000.00 ZELLE TRANSFER
- 4/24/24...2700.00 CHECK #120
- 6/18/24...50.00 CHECK #900
- 8/6/24...5000.00 CHECK #901
- 8/27/24...1500.00 CHECK #008
- TOTAL...11,250.00
- DANIEL CHAFFIN
- 5/5/23...1000.00 ZELLE TRANSFER
- 5/8/23...252.88 ZELLE TRANSFER 5/8/23 172.58 Zelle Transfer
- 5/11/23...427.35 ZELLE TRANSFER
- TOTAL...1599.93

Doug - 3/24/23

2/24/23 check # 1001 10,000
3/24/23 check # 1002 15,000
Zelle - 5/5/23 292.88

check # 206 7/7/23 - 3491.31

\$ 28,784.19

* 9/11/23 - 60,000.00
wire transfer

JOE

- 8/29/23...8,600.00 CHECK #9999
- 5/14/24...21,000.00 CHECK #... BOUNCED
- 5/22/24...2500.00 CHECK #008
- 6/7/24...22,213.55 CHECK #701
- 6/25/24...5000.00 CHECK #500
- 7/19/24...5000.00 CHECK #710
- 8/14/24...6541.00 CHECK #704
- TOTAL...49,854.55
-



PROSPERITY BANK®

17780 1 AB 0.507
 BLOOMFIELD LOT 6 OFFICE LLC
 3477 VISTA HIGHLANDS LN
 FORT WORTH TX 76135-2103

Statement Date 3/31/2023
 Account No ****8308
 Page 1 of 2



STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

03/07/2023	Beginning Balance		\$0.00
	3 Deposits/Other Credits	+	\$349,829.93
	5 Checks/Other Debits	-	\$25,093.00
03/31/2023	Ending Balance	25 Days in Statement Period	\$324,736.93
	Total Enclosures		4

DEPOSITS/OTHER CREDITS

Date	Description	Amount
03/15/2023	Wire Transfer Dep WIRE IN INSTAR TITLE, LLC	\$57,905.50
03/23/2023	Deposit	\$78.00
03/30/2023	Wire Transfer Dep WIRE IN FAIR TEXAS TITLE LLC	\$291,846.43

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
1001	03-27	\$10,000.00	1002	03-27	\$15,000.00

OTHER DEBITS

Date	Description	Amount
03/15/2023	Wire Trsfr In Fee INCOMING WIRE FEE	\$7.50
03/22/2023	Telephone/Wire Xfer	\$78.00
03/30/2023	Wire Trsfr In Fee INCOMING WIRE FEE	\$7.50

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
03-07	\$0.00	03-22	\$57,820.00	03-27	\$32,898.00
03-15	\$57,898.00	03-23	\$57,898.00	03-30	\$324,736.93

MEMBER FDIC



NYSE Symbol "PB"

CREDIT	
Bloomfield Lot 6 Office LLC	
3/23/23	
for deduct of 3 months close + fund down	
222218308	78.00

3/23/2023

\$78.00

DEBIT	
Bloomfield Lot 6 Office LLC	
3/22/23	
Accurate Tax Service fee loan closing App ID 594382	
222218308	78.00

3/22/2023

\$78.00

BLOOMFIELD LOT 6 OFFICE LLC	
3477 VISTA HIGHLANDS LANE FORT WORTH, TX 76133	
3/24/23	
PAY TO THE ORDER OF Doug Webb	
Ten thousand dollars + 00/100	
PROSPERITY BANK	
wcl	

3/27/2023

1001

\$10,000.00

BLOOMFIELD LOT 6 OFFICE LLC	
3477 VISTA HIGHLANDS LANE FORT WORTH, TX 76133	
3/24/23	
PAY TO THE ORDER OF Doug Webb	
Fifteen thousand dollars + 00/100	
PROSPERITY BANK	
wcl	

3/27/2023

1002

\$15,000.00

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 4/30/2023
Account No ****8308
Page 1 of 2

22467

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

04/01/2023	Beginning Balance				\$324,736.93
	0 Deposits/Other Credits	+			\$0.00
	9 Checks/Other Debits	-			\$102,942.75
04/30/2023	Ending Balance		30	Days in Statement Period	\$221,794.18
	Total Enclosures				5

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1003	04-03	\$6,000.00	1004	04-19	\$6,000.00	9999*	04-28	\$10,000.00

OTHER DEBITS

Date	Description	Amount
04/05/2023	Zelle Debit Zelle To TX Empire Group LLC - +1-800-531-14	\$2,000.00
04/06/2023	Wire Transfer WIRE OUT TX EMPIRE GROUP LLC	\$14,422.75
04/06/2023	Zelle Debit Zelle To Tonya Bell +1-800-531-1401	\$2,000.00
04/06/2023	Wire Trsfr Out Fee OUTGOING WIRE FEE	\$20.00
04/18/2023	Withdrawal	\$2,500.00
04/27/2023	Withdrawal	\$60,000.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
04-01	\$324,736.93	04-06	\$300,294.18	04-27	\$231,794.18
04-03	\$318,736.93	04-18	\$297,794.18	04-28	\$221,794.18
04-05	\$316,736.93	04-19	\$291,794.18		



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101171 : 02246701

DEBIT 0 Bloomfield Lot 6 Office
4/18/2023 4/18/2023
w/o 115
222218308 2500.00

4/18/2023

\$2,500.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76135
3/24/23
PAY TO THE ORDER OF Master Plans Drafting and Design 16,000
Six thousand dollars & no/100 DOLLARS
PROSPERITY BANK #1622
Pay for Keller #1622
W. S. J. H.

4/3/2023

1003

\$6,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76135
04/27/2023
PAY TO THE ORDER OF TX Empire Group 10,000
Ten thousand & no/100 DOLLARS
PROSPERITY BANK
Junda Bell

4/28/2023

9999

\$10,000.00

DEBIT/WITHDRAWAL 0 Bloomfield Lot 6 Office
4/27/2023 4/27/2023
w/o 115
222218308 60000.00

4/27/2023

\$60,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76135
4/7/23
PAY TO THE ORDER OF Master Plans Drafting and Design 16,000
Six thousand dollars & no/100 DOLLARS
PROSPERITY BANK #1622
2nd pay Keller #1622
W. S. J. H.

4/19/2023

1004

\$6,000.00



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 5/31/2023
Account No ****8308
Page 1 of 2

23773

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

05/01/2023	Beginning Balance		\$221,794.18
	0 Deposits/Other Credits	+	\$0.00
	8 Checks/Other Debits	-	\$5,788.26
05/31/2023	Ending Balance	31 Days in Statement Period	\$216,005.92
	Total Enclosures		1

OTHER DEBITS

Date	Description	Amount
05/02/2023	Zelle Fee "APR Zelle Fee - 2 Debits"	\$4.00
05/04/2023	Telephone/Wire Xfer	\$1,954.10
05/05/2023	Zelle Debit Zelle To DANIEL CHAFFIN +1-800-531-1401	\$1,000.00
05/05/2023	Zelle Debit Zelle To William Webb +1-800-531-1401	\$292.88
05/08/2023	Zelle Debit Zelle To DANIEL CHAFFIN +1-800-531-1401	\$172.58
05/11/2023	Zelle Debit Zelle To DANIEL CHAFFIN +1-800-531-1401	\$427.35
05/15/2023	Automatic Loan Pmt LN PyXXXXXX6536 1	\$1,907.35
05/15/2023	Enhanced Analysis Ch	\$30.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
05-01	\$221,794.18	05-05	\$218,543.20	05-15	\$216,005.92
05-02	\$221,790.18	05-08	\$218,370.62		
05-04	\$219,836.08	05-11	\$217,943.27		

MEMBER FDIC



NYSE Symbol "PB"

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101361 : 0237301

DEBIT/WITHDRAWAL		Bloomfield Lot 6 Office LLC	
DATE	5/4/23	AMOUNT	107
DESCRIPTION	Transfer		
MEMO	per customer Rep (A2)		
ACCOUNT NO	222218306	AMOUNT	1954.10

5/4/2023

\$1,954.10

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 7/31/2023
Account No ****8308
Page 1 of 2

24500

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

07/01/2023	Beginning Balance		\$30,745.33
	0 Deposits/Other Credits	*	\$0.00
	6 Checks/Other Debits	-	\$27,473.76
07/31/2023	Ending Balance	31 Days in Statement Period	\$3,271.57
	Total Enclosures		1

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
206	07-10	\$3,491.31	998*	07-13	\$22,000.00

Need a copy of this check

OTHER DEBITS

Date	Description	Amount
07/03/2023	Zelle Fee "JUN Zelle Fee - 2 Debits"	\$4.00
07/14/2023	Automatic Loan Pmt LN PyXXXXXX6536 1	\$1,963.45
07/14/2023	Enhanced Analysis Ch	\$5.00
07/31/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
07-01	\$30,745.33	07-10	\$27,250.02	07-14	\$3,281.57
07-03	\$30,741.33	07-13	\$5,250.02	07-31	\$3,271.57

SERVICE CHARGE SUMMARY

Maintenance Fee	\$10.00
Service Charge 07/31/2023	\$10.00
Bal Used for Maint Fee	\$3,281.57

MEMBER FDIC



NYSE Symbol "PB"

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101361 : 02450001

BLOOMFIELD LOT 6 OFFICE LLC LINDA RAY BELL 3477 VISTA HIGHLANDS LANE PORT WORTH, TX 76133		206 7/7/23
PAID TO THE ORDER OF	Doug Wells	\$3,491.31
Three thousand four hundred ninety one and 31/100 DOLLARS		
PROPERTY TAX	0	
Paid for Keller Smith		

7/10/2023

206

\$3,491.31

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 8/31/2023
Account No ****8308
Page 1 of 3

24800

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

08/01/2023	Beginning Balance		\$3,271.57
	1 Deposits/Other Credits	+	\$86,869.30
	5 Checks/Other Debits	-	\$24,643.89
08/31/2023	Ending Balance	31 Days in Statement Period	\$65,496.98
	Total Enclosures		1

DEPOSITS/OTHER CREDITS

Date	Description	Amount
08/23/2023	Deposit BLOOMFIELD LOT 6 OFFICE LLC #116536 ADV/06G3	\$86,869.30

CHECKS

Check Number	Date	Amount
9999	08-29	\$8,600.00

OTHER DEBITS

Date	Description	Amount
08/14/2023	Automatic Loan Pmt LN PyXXXXXX6536 1	\$2,028.89
08/15/2023	Enhanced Analysis Ch	\$5.00
08/25/2023	Wire Transfer WIRE OUT ADVANCED ELECTRIC	\$14,000.00
08/31/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
08-01	\$3,271.57	08-23	\$88,106.98	08-31	\$65,496.98
08-14	\$1,242.68	08-25	\$74,106.98		
08-15	\$1,237.68	08-29	\$65,506.98		

MEMBER FDIC



NYSE Symbol "PB"

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102481 : 02480001



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

8/31/2023

Account No

****8308

Page 2 of 3

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	08/31/2023	\$10.00
Bal Used for Maint Fee		\$1,237.68

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MEMBER FDIC



NYSE Symbol "PB"

BLOOMFIELD LOT 6 OFFICE LLC

Account No

****8308
Page 3 of 3

BLOOMFIELD LOT 6 OFFICE LLC	
3477 VISTA HIGHLANDS LANE FORT WORTH, TX 76133	
08/28/2023	
PAID TO THE ORDER OF <i>Mutual Family Consultants : 8665</i>	
<i>Eight Thousand Six Hundred</i> DOLLARS	
PROSPERITY BANK	
<i>Giada Dell</i>	

8/29/2023

9999

\$8,600.00

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 9/30/2023
Account No ****8308
Page 1 of 2

24784

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

09/01/2023	Beginning Balance		\$65,496.98
	0 Deposits/Other Credits	+	\$0.00
	4 Checks/Other Debits	-	\$62,633.30
09/30/2023	Ending Balance	30 Days in Statement Period	\$2,863.68
	Total Enclosures		1

OTHER DEBITS

Date	Description	Amount
09/11/2023	Telephone/Wire Xfer	\$60,000.00
09/14/2023	Automatic Loan Pmt LN PyXXXXXX6536 1	\$2,598.30
09/15/2023	Enhanced Analysis Ch	\$25.00
09/30/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
09-01	\$65,496.98	09-14	\$2,898.68	09-30	\$2,863.68
09-11	\$5,496.98	09-15	\$2,873.68		

SERVICE CHARGE SUMMARY

Maintenance Fee	\$10.00
Service Charge 09/30/2023	\$10.00
Bal Used for Maint Fee	\$2,873.68

MEMBER FDIC



NYSE Symbol "PB"

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101491 : 02478401

DEBIT	0	Bloomfield Lot 6	
9/11/23	9/11/23	9/11/23	
222 219 308	60000.00	107	
as per Linda (P)			

9/11/2023

\$60,000.00

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 10/31/2023
Account No ****8308
Page 1 of 1

24797

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

10/01/2023	Beginning Balance		\$2,863.68
	0 Deposits/Other Credits	+	\$0.00
	3 Checks/Other Debits	-	\$2,686.07
10/31/2023	Ending Balance	31 Days in Statement Period	\$177.61

OTHER DEBITS

Date	Description	Amount
10/13/2023	Enhanced Analysis Ch	\$5.00
10/16/2023	Automatic Loan Pmt LN PyXXXXXX6536 1	\$2,671.07
10/31/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
10-01	\$2,863.68	10-16	\$187.61
10-13	\$2,858.68	10-31	\$177.61

SERVICE CHARGE SUMMARY

Maintenance Fee	\$10.00
Service Charge 10/31/2023	\$10.00
Bal Used for Maint Fee	\$187.61

MEMBER FDIC



NYSE Symbol "PB"



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 11/30/2023
Account No ****8308
Page 1 of 2

24776

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

11/01/2023	Beginning Balance		\$177.61
	1 Deposits/Other Credits	+	\$5,000.00
	3 Checks/Other Debits	-	\$2,775.10
11/30/2023	Ending Balance	30 Days in Statement Period	\$2,402.51
	Total Enclosures		1

DEPOSITS/OTHER CREDITS

Date	Description	Amount
11/17/2023	Transfer Deposit	\$5,000.00

OTHER DEBITS

Date	Description	Amount
11/15/2023	Enhanced Analysis Ch	\$5.00
11/17/2023	Auto Loan Pmt Retry LN PyXXXXXX6536 1	\$2,760.10
11/30/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
11-01	\$177.61	11-17	\$2,412.51
11-15	\$172.61	11-30	\$2,402.51

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	11/30/2023	\$10.00
Bal Used for Maint Fee		\$172.61

MEMBER FDIC



NYSE Symbol "PB"

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101501 : 02477601

BLOOMFIELD LOT 6 OFFICE LLC

Account No

****8308

Page 2 of 2

CREDIT	0	11/17/23	Bloomfield Lot 6 Office LLC
DO NOT WRITE	11/17/23		
22218448			from TX Empire Energy LLC
22218308		159	5000.00

11/17/2023

\$5,000.00

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 12/31/2023
Account No ****8308
Page 1 of 1

24800

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

12/01/2023	Beginning Balance		\$2,402.51
	1 Deposits/Other Credits	+	\$28,798.79
	2 Checks/Other Debits	-	\$15.00
12/31/2023	Ending Balance	31 Days in Statement Period	\$31,186.30

DEPOSITS/OTHER CREDITS

Date	Description	Amount
12/21/2023	Deposit BLOOMFIELD LOT 6 OFFICE LLC #116536 ADV06AO	\$28,798.79

OTHER DEBITS

Date	Description	Amount
12/15/2023	Enhanced Analysis Ch	\$5.00
12/31/2023	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance
12-01	\$2,402.51	12-21	\$31,196.30
12-15	\$2,397.51	12-31	\$31,186.30

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	12/31/2023	\$10.00
Bal Used for Maint Fee		\$2,397.51

MEMBER FDIC



NYSE Symbol "PB"



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 1/31/2024
Account No ****8308
Page 1 of 1

24972

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

01/01/2024	Beginning Balance		\$31,186.30
	1 Deposits/Other Credits	+	\$52,996.64
	2 Checks/Other Debits	-	\$2,937.89
01/31/2024	Ending Balance	31 Days in Statement Period	\$81,245.05

DEPOSITS/OTHER CREDITS

Date	Description	Amount
01/12/2024	Deposit BLOOMFIELD LOT 6 OFFICE#116536 ADV/06G3	\$52,996.64

OTHER DEBITS

Date	Description	Amount
01/12/2024	Enhanced Analysis Ch	\$5.00
01/16/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$2,932.89

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date	Previous Year Total
Total Overdraft Fees	\$0.00	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
01-01	\$31,186.30	01-12	\$84,177.94	01-16	\$81,245.05

MEMBER FDIC



NYSE Symbol "PB"

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101471 : 02497201



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 2/29/2024
Account No ****8308
Page 1 of 1

24886

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

02/01/2024	Beginning Balance		\$81,245.05
	0 Deposits/Other Credits	+	\$0.00
	2 Checks/Other Debits	-	\$3,425.51
02/29/2024	Ending Balance	29 Days in Statement Period	\$77,819.54

OTHER DEBITS

Date	Description	Amount
02/14/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$3,420.51
02/15/2024	Enhanced Analysis Ch	\$5.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
02-01	\$81,245.05	02-14	\$77,824.54	02-15	\$77,819.54

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101361 : 02488601

MEMBER FDIC



NYSE Symbol "PB"



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 3/31/2024
Account No ****8308
Page 1 of 3

25108

The FDIC adopted a new deposit insurance rule for trust accounts, effective April 1, 2024. The new rule simplifies insurance coverage for trust accounts by combining irrevocable trusts and revocable trusts into a single category called Trust Accounts. Under the Trust Account category, each trust owner will be insured up to \$250,000 per eligible primary beneficiary, up to a maximum of five beneficiaries. Changes to the rules for mortgage servicing accounts will also take effect on April 1, 2024. You can learn more about the changes by reviewing the FDIC Fact Sheet by visiting <https://www.fdic.gov/news/fact-sheets/final-rule-trust-mortgage-accounts-01-21-22.pdf>.

Depositors may utilize the FDIC Electronic Deposit Insurance Estimator (EDIE) to calculate insurance coverage for all types of deposit accounts offered by an FDIC insured bank by visiting <https://edie.fdic.gov/calculator.html>. The EDIE calculator will not include FDIC insurance changes that are effective on April 1, 2024 until after the effective date.

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

03/01/2024	Beginning Balance		\$77,819.54
	1 Deposits/Other Credits	+	\$19,103.36
	10 Checks/Other Debits	-	\$82,381.50
03/31/2024	Ending Balance	31 Days in Statement Period	\$14,541.40
	Total Enclosures		4

DEPOSITS/OTHER CREDITS

Date	Description	Amount
03/20/2024	Deposit BLOOMFIELD LOT 6 OFFICE #116536 ADV06EJ	\$19,103.36

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
100	03-13	\$66,750.00	101	03-21	\$505.00	103*	03-21	\$5,400.00

OTHER DEBITS

Date	Description	Amount
03/05/2024	Telephone/Wire Xfer	\$5,000.00 *
03/14/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$3,175.05
03/15/2024	Enhanced Analysis Ch	\$5.00
03/20/2024	ACH Payment HARLAND CLARKE CHK ORDERS 16LH86800305200 91	\$36.45
03/20/2024	ACH Payment PRIME CONSULTING SALE 21000021297278	\$1,250.00

MEMBER FDIC



NYSE Symbol "PB"

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102401 : 02510801





PROSPERITY BANK[®]

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

3/31/2024

Account No

****8308

Page 2 of 3

OTHER DEBITS

Date	Description	Amount
03/20/2024	ACH Payment PRIME CONSULTING SALE 21000021300360	\$250.00
03/31/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
03-01	\$77,819.54	03-14	\$2,894.49	03-21	\$14,551.40
03-05	\$72,819.54	03-15	\$2,889.49	03-31	\$14,541.40
03-13	\$6,069.54	03-20	\$20,456.40		

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	03/31/2024	\$10.00
Bal Used for Maint Fee		\$2,889.49



DEBIT/WITHDRAWAL 0 PROSPERITY BANK Bloomfield Lot Office
3/5/24
X per [signature] Reg. (ML)
212211305 5000.00

3/5/2024

\$5,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
03/14/2024
PAY TO THE ORDER OF Fedex
Five Hundred + Five
1505
Linda Bell

3/21/2024

101

\$505.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
03/12/2024
PAY TO THE ORDER OF City of Keller
Sixty Six Thousand & Seven Hundred Fifty
166,750
Linda Bell

3/13/2024

100

\$66,750.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
03/20/2024
PAY TO THE ORDER OF Linda Bell Financial
Five Thousand Four Hundred + four
15400
Linda Bell

3/21/2024

103

\$5,400.00

0000

002402 : 02510802



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 4/30/2024
Account No ****8308
Page 1 of 3

25292

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

04/01/2024	Beginning Balance			\$14,541.40
	1 Deposits/Other Credits	+		\$28,953.56
	9 Checks/Other Debits	-		\$23,153.41
04/30/2024	Ending Balance	30	Days in Statement Period	\$20,341.55
	Total Enclosures			6

DEPOSITS/OTHER CREDITS

Date	Description	Amount
04/18/2024	Deposit BLOOMFIELD LOT 6 #116536 ADV06EJ	\$28,953.56

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
	04-30	\$100.00	113*	04-08	\$7,000.00
105	04-01	\$2,500.00	120*	04-24	\$2,700.00

OTHER DEBITS

Date	Description	Amount
04/15/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$3,513.41
04/15/2024	Enhanced Analysis Ch	\$5.00
04/18/2024	Telephone/Wire Xfer	\$2,325.00
04/18/2024	Telephone/Wire Xfer	\$5,000.00
04/30/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$0.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
04-01	\$12,041.40	04-15	\$1,522.99	04-24	\$20,451.55
04-08	\$5,041.40	04-18	\$23,151.55	04-30	\$20,341.55

MEMBER FDIC



NYSE Symbol "PB"



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

4/30/2024

Account No

****8308

Page 2 of 3

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	04/30/2024	\$10.00
Bal Used for Maint Fee		\$1,522.99

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MEMBER FDIC



NYSE Symbol "PB"

DEBIT/WITHDRAWAL ☐ CASH/DEPOSIT ☒ Bloomfield lot office llc
DATE OF DEPOSIT 4/18/24
AMOUNT 243
REMARKS Transfer
X per customer phone call 107
222219308 \$ 2325.00

4/18/2024

\$2,325.00

DEBIT/WITHDRAWAL ☐ CASH/DEPOSIT ☒ Bloomfield lot office llc
DATE OF DEPOSIT 4/18/24
AMOUNT 243
REMARKS Transfer
X per customer phone call 107
222219308 \$ 3000.00

4/18/2024

\$5,000.00

00708045185 431/28 300
BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
DATE 04/28/2024
PAY TO THE ORDER OF Frank Ramandi 100
One Hundred & 00/100
PROSPERITY BANK Linda Bell

4/29/2024

\$100.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
DATE 07/30/2024
PAY TO THE ORDER OF Linda Bell Financial 2500
Twenty Five Hundred & 00/100
PROSPERITY BANK Linda Bell

4/1/2024

105

\$2,500.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
DATE 04/03/2024
PAY TO THE ORDER OF Linda Bell Financial 7000
Seven Thousand & 00/100
PROSPERITY BANK Linda Bell

4/8/2024

113

\$7,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133
DATE 04/23/2024
PAY TO THE ORDER OF Tonya Bell 2700
Two Thousand Seven Hundred & 00/100
PROSPERITY BANK Linda Bell

4/24/2024

120

\$2,700.00

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002502 : 02579202





PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 5/31/2024
Account No ****8308
Page 1 of 3

25235

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

05/01/2024	Beginning Balance		\$20,341.55
	1 Deposits/Other Credits	+	\$34,023.00
	9 Checks/Other Debits	-	\$51,166.00
05/31/2024	Ending Balance	31 Days in Statement Period	\$3,198.55
	Total Enclosures		5

DEPOSITS/OTHER CREDITS

Date	Description	Amount
05/13/2024	Deposit BLOOMFIELD LOT 6 OFFICE LLC #116536 ADV06EJ	\$34,023.00

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
1	05-31	\$15,000.00	8	05-22	\$2,500.00	9999*	05-14	\$21,000.00
7*	05-20	\$4,000.00	250*	05-10	\$5,000.00			

OTHER DEBITS

Date	Description	Amount
05/10/2024	Return Check Chrg Item(s) Presented 05/09/2024	\$35.00
05/14/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$3,616.00
05/15/2024	Enhanced Analysis Ch	\$5.00
05/31/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$35.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
05-01	\$20,341.55	05-14	\$24,713.55	05-22	\$18,208.55
05-10	\$15,306.55	05-15	\$24,708.55	05-31	\$3,198.55
05-13	\$49,329.55	05-20	\$20,708.55		

MEMBER FDIC



NYSE Symbol "PB"

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102481 : 02523501



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

5/31/2024

Account No

****8308

Page 2 of 3

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	05/31/2024	\$10.00
Bal Used for Maint Fee		\$3,208.55

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MEMBER FDIC



NYSE Symbol "PB"

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

05/30

PAY TO THE ORDER OF Linda Bell Financial \$ 15,000
Fifteen Thousand & 00/100 DOLLARS

PROSPERITY BANK

Linda Bell

5/31/2024 1 \$15,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

05/17/2024

PAY TO THE ORDER OF Linda Bell \$ 4,000
Four Thousand & 00/100 DOLLARS

PROSPERITY BANK

Linda Bell

5/20/2024 7 \$4,000.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

05/20/2024

PAY TO THE ORDER OF Multi Family Consultants \$ 2,500
Twenty Five Hundred & 00/100 DOLLARS

PROSPERITY BANK

Linda Bell

5/22/2024 8 \$2,500.00

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

05/09/2024

PAY TO THE ORDER OF Linda Bell Financial \$ 5,000
Five Thousand & 00/100 DOLLARS

PROSPERITY BANK

Linda Bell

5/10/2024 250 \$5,000.00

NSF

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

05/14/24

PAY TO THE ORDER OF Multi Family Consultants \$ 21,000
Twenty One Thousand & 00/100 DOLLARS

PROSPERITY BANK

Linda Bell

5/14/2024 9999 \$21,000.00

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002482 : 02523502



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 6/30/2024
Account No ****8308
Page 1 of 3

25207

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

06/01/2024	Beginning Balance				\$3,198.55
	3 Deposits/Other Credits	+			\$155,919.82
	11 Checks/Other Debits	-			\$130,984.18
06/30/2024	Ending Balance		30	Days in Statement Period	\$28,134.19
	Total Enclosures				9

DEPOSITS/OTHER CREDITS

Date	Description	Amount
06/03/2024	Deposit	\$21,000.00
06/05/2024	Deposit	\$22,861.30
06/13/2024	Deposit BLOOMFIELD LOT 6 OFFICE LLC #116536 ADV06SD	\$112,058.52

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
500	06-25	\$5,000.00	800*	06-17	\$15,000.00	815*	06-25	\$60,000.00
701*	06-07	\$22,213.88	810*	06-18	\$4,000.00	900*	06-18	\$50.00

OTHER DEBITS

Date	Description	Amount
06/06/2024	Telephone/Wire Xfer	\$3,416.66
06/14/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$4,038.64
06/14/2024	Enhanced Analysis Ch	\$5.00
06/28/2024	Wire Transfer WIRE OUT I & J WELDING	\$17,250.00
06/30/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
06-01	\$3,198.55	06-05	\$47,059.85	06-07	\$21,429.31
06-03	\$24,198.55	06-06	\$43,643.19	06-13	\$133,487.83

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

6/30/2024

Account No

****8308

Page 2 of 3

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
06-14	\$129,444.19	06-18	\$110,394.19	06-28	\$28,144.19
06-17	\$114,444.19	06-25	\$45,394.19	06-30	\$28,134.19

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Service Charge	06/30/2024	\$10.00
Bal Used for Maint Fee		\$3,198.55

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MEMBER FDIC



NYSE Symbol "PB"

REPORT TICKET 0
 NAME: [redacted] 22.66 2.0
 ADDRESS: [redacted]
 CITY: [redacted]
 STATE: [redacted]
 ZIP: [redacted]
 722210000 122661.36

\$22,861.30

BLOOMINGDALE CITY & OFFICE LTD
 1011 WEST HIGHLAND AVE
 WEST MADISON, IA 50150

6/2/84
 5000
 5000
 Five Thousand 00/100
 0

Linda Bell

\$5,000.00

WILKINSON, LUT & OFFICE LLC
3477 WEST HIGHLAND AVE
PORT MONROE, VA 22081

02/13/2014

James Wright-Attorney Pkg. 115,000
Fifteen Thousand & no/100

01/15/2014

110 Plankton Linda Hall

\$15,000.00

[illegible]

\$60,000.00

\$50.00





PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 7/31/2024
Account No ****8308
Page 1 of 2

25304

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

07/01/2024	Beginning Balance				\$28,134.19
	0 Deposits/Other Credits		+		\$0.00
	6 Checks/Other Debits		-		\$18,344.73
07/31/2024	Ending Balance	31	Days in Statement Period		\$9,789.46
	Total Enclosures				3

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount
710	07-19	\$5,000.00	714*	07-23	\$5,000.00

OTHER DEBITS

Date	Description	Amount
07/02/2024	Telephone/Wire Xfer	\$3,530.55
07/15/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$4,768.59
07/15/2024	Enhanced Analysis Ch	\$25.00
07/25/2024	ACH Payment SPECTRUM SPECTRUM 0274863 21000023890194 855	\$20.59

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
07-01	\$28,134.19	07-15	\$19,810.05	07-23	\$9,810.05
07-02	\$24,603.64	07-19	\$14,810.05	07-25	\$9,789.46

MEMBER FDIC



NYSE Symbol "PB"

DEBIT/WITHDRAWAL Overnight Bloomfield Lot 6 Office
DATE 7/2/2024
AMOUNT \$3,530.55
TRANSFER
X per customer phone rec. (2)
222214505
3,530.55

7/2/2024

\$3,530.55

BLOOMFIELD LOT 6 OFFICE LLC
2477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76135
DATE 07/17/2024
PAY TO THE ORDER OF Multi-family Consultants : 5000
Five Thousand & 00/100 DOLLARS
PROSPERITY BANK
Linda Bell

7/19/2024

710

\$5,000.00

BLOOMFIELD LOT 6 OFFICE LLC
2477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76135
DATE 07/23/2024
PAY TO THE ORDER OF Linda Bell Financial : 5000
Five Thousand & 00/100 DOLLARS
PROSPERITY BANK
Linda Bell

7/23/2024

714

\$5,000.00



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 8/31/2024
Account No ****8308
Page 1 of 3

25354

Fraudulent phone calls, text messages, and emails are on the rise.
Visit www.prosperitybankusa.com/fraud-prevention for tips and information on how to protect yourself.

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

08/01/2024	Beginning Balance		\$9,789.46
	2 Deposits/Other Credits	+	\$139,697.06
	11 Checks/Other Debits	-	\$101,825.46
08/31/2024	Ending Balance	31 Days in Statement Period	\$47,661.06
	Total Enclosures		10

DEPOSITS/OTHER CREDITS

Date	Description	Amount
08/07/2024	Deposit BLOOMFIELD LOT 6 OFFICE #116536 ADV065D	\$129,697.06
08/21/2024	Deposit	\$10,000.00

CHECKS

Check Number	Date	Amount	Check Number	Date	Amount	Check Number	Date	Amount
8	08-27	\$1,500.00	705*	08-16	\$16,821.68	715	08-19	\$3,040.20
704*	08-14	\$6,541.00	706	08-16	\$33,400.00	718*	08-23	\$12,000.00
705	08-14	\$17,690.00	714*	08-12	\$929.00	901*	08-06	\$5,000.00

OTHER DEBITS

Date	Description	Amount
08/14/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$4,898.58
08/15/2024	Enhanced Analysis Ch	\$5.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
08-01	\$9,789.46	08-06	\$4,789.46	08-07	\$134,486.52

MEMBER FDIC



NYSE Symbol "PB"

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102231 : 02535401



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC

Statement Date

8/31/2024

Account No

****8308

Page 2 of 3

DAILY ENDING BALANCE

Date	Balance
08-12	\$133,557.52
08-14	\$104,427.94
08-15	\$104,422.94

Date	Balance
08-16	\$54,201.26
08-19	\$51,161.06
08-21	\$61,161.06

Date	Balance
08-23	\$49,161.06
08-27	\$47,661.06

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MEMBER FDIC



NYSE Symbol "PB"

DEPOSIT TICKET PROSPERITY BANK

Account No: 10,000 -

Pay to the order of: TX Empire Group LLC

Amount: 10,000.00

Signature: Linda Bell

8/21/2024 \$10,000.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: Multi Family Counsel Truist

Amount: 6,541.00

Signature: Linda Bell

8/14/2024 704 \$6,541.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: Turner Forest Industries, Inc

Amount: 16,821.68

Signature: Linda Bell

8/16/2024 705 \$16,821.68

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: TX Empire Group

Amount: 929.00

Signature: Linda Bell

8/12/2024 714 \$929.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: Linda Bell Financial

Amount: 12,000.00

Signature: Linda Bell

8/23/2024 718 \$12,000.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: Tonya Bell

Amount: 1,500.00

Signature: Linda Bell

8/27/2024 8 \$1,500.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: I & J Welding

Amount: 17,690.00

Signature: Linda Bell

8/14/2024 705 \$17,690.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: F & G Company

Amount: 23,400.00

Signature: Linda Bell

8/16/2024 706 \$33,400.00

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: TX Empire Group

Amount: 30,040.20

Signature: Linda Bell

8/19/2024 715 \$3,040.20

BLOOMFIELD LOT 6 OFFICE LLC

3477 VISTA HIGHLANDS LANE
FORT WORTH, TX 76133

Pay to the order of: Tonya Bell

Amount: 5,000.00

Signature: Linda Bell

8/6/2024 901 \$5,000.00

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002232 : 02535402



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 9/30/2024
Account No ****8308
Page 1 of 2

25314

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

09/01/2024	Beginning Balance		\$47,661.06
	0 Deposits/Other Credits	+	\$0.00
	6 Checks/Other Debits	-	\$45,154.53
09/30/2024	Ending Balance	30 Days in Statement Period	\$2,506.53
	Total Enclosures		2

OTHER DEBITS

Date	Description	Amount
09/13/2024	Enhanced Analysis Ch	\$5.00
09/16/2024	Automatic Loan Pmt LN PyXXXXXX6536 1	\$6,511.60
09/16/2024	Withdrawal	\$30,000.00
09/18/2024	ACH Payment TARRANT COUNTY TAX PMT 8693742 2100002308447	\$7,422.38
09/20/2024	Telephone/Wire Xfer	\$1,205.55
09/30/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
09-01	\$47,661.06	09-16	\$11,144.46	09-20	\$2,516.53
09-13	\$47,656.06	09-18	\$3,722.08	09-30	\$2,506.53

SERVICE CHARGE SUMMARY

Maintenance Fee	\$10.00
Total Fees 09/30/2024	\$10.00
Bal Used for Maint Fee	\$2,516.53

MEMBER FDIC



NYSE Symbol "PB"

DEBIT/WITHDRAWAL		Bloomfield Lot 6	
DATE	AMOUNT	DATE	AMOUNT
9/16/24	30,000.00		
X [Signature]			
222218308			

9/16/2024

\$30,000.00

DEBIT/WITHDRAWAL		Bloomfield Lot Office	
DATE	AMOUNT	DATE	AMOUNT
9/20/24	1,205.55		
X [Signature]			
222218308			

9/20/2024

\$1,205.55



PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 10/31/2024
Account No ****8308
Page 1 of 2

25368

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

10/01/2024	Beginning Balance		\$2,506.53
	0 Deposits/Other Credits	+	\$0.00
	4 Checks/Other Debits	-	\$1,720.56
10/31/2024	Ending Balance	31 Days in Statement Period	\$785.97
	Total Enclosures		2

OTHER DEBITS

Date	Description	Amount
10/02/2024	Telephone/Wire Xfer	\$500.00
10/15/2024	Enhanced Analysis Ch	\$5.00
10/17/2024	Telephone/Wire Xfer	\$1,205.56
10/31/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
10-01	\$2,506.53	10-15	\$2,001.53	10-31	\$785.97
10-02	\$2,006.53	10-17	\$795.97		

SERVICE CHARGE SUMMARY

Maintenance Fee	\$10.00
Total Fees 10/31/2024	\$10.00
Bal Used for Maint Fee	\$795.97

MEMBER FDIC



NYSE Symbol "PB"

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101281 : 02536801

DEBIT/WITHDRAWAL		Bloomfield Lot 6 Office	
DATE	10/2/24	AMOUNT	
TO	213	DATE	
FROM	Transfer	DATE	
X per customer phone Reg (HL)		DATE	
222218503		DATE	
	500.00	DATE	

10/2/2024

\$500.00

DEBIT/WITHDRAWAL		Bloomfield Lot 6 Office	
DATE	10/17/24	AMOUNT	
TO	213	DATE	
FROM	Transfer	DATE	
X per customer phone Reg (HL)		DATE	
222216308		DATE	
	1,205.56	DATE	

10/17/2024

\$1,205.56

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PROSPERITY BANK®

BLOOMFIELD LOT 6 OFFICE LLC
3477 VISTA HIGHLANDS LANE
FORT WORTH TX 76135

Statement Date 11/30/2024
Account No ****8308
Page 1 of 1

25277

STATEMENT SUMMARY

OK Small Business Checking Account No ****8308

11/01/2024	Beginning Balance		\$785.97
	0 Deposits/Other Credits	+	\$0.00
	2 Checks/Other Debits	-	\$15.00
11/30/2024	Ending Balance	30 Days in Statement Period	\$770.97

OTHER DEBITS

Date	Description	Amount
11/15/2024	Enhanced Analysis Ch	\$5.00
11/30/2024	Service Charge	\$10.00

TOTAL OVERDRAFT FEES

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Return Item Fees	\$0.00	\$35.00

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
11-01	\$785.97	11-15	\$780.97	11-30	\$770.97

SERVICE CHARGE SUMMARY

Maintenance Fee		\$10.00
Total Fees	11/30/2024	\$10.00
Bal Used for Maint Fee		\$780.97



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101461 : 02527701



Automated Certificate of eService

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Joseph Watts on behalf of Joseph Watts

Bar No. 24005135

[REDACTED]

Envelope ID: 95632324

Filing Code Description: Petition

Filing Description: Plaintiff's Original Petition and Application for Injunctive Relief

Status as of 12/26/2024 10:18 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Joe Snellings		[REDACTED]	12/24/2024 2:57:16 PM	SENT
Linda Bell		[REDACTED]	12/24/2024 2:57:16 PM	SENT
Garland Bell		[REDACTED]	12/24/2024 2:57:16 PM	SENT
Derek Davila		[REDACTED]	12/24/2024 2:57:16 PM	SENT
Joseph Watts		[REDACTED]	12/24/2024 2:57:16 PM	SENT

Redaction Log

Total Number of Redactions in Document: 8

Redaction Reasons by Page

Page	Reason	Description	Occurrences
2			1
18			1
69			6