



## MEMOIRS/EXHIBIT 8

Memoirs 10-14-24 & Exhibit 8's public information

### SHOW ME THE MONEY AS INTERNATIONAL ANARCHY & WORLD ECONOMIC TREASON

Without due process of the law, nor the combined jurisdictions needed. To change the Constitution's 14th Amendment of "Equal Protection of the Law". All 3 branches of the US Gov. created, inflicted, &/or allowed the International Case Law & ethics changes. The US Taxpaying Commoners funded & paid for the following "Get Out of Jail Free Cards".

Exhibit 8 Artho's undisputed Financial Statements' summarized financial track record, *later* in a Court of Law reconfirmed via an independent appraiser's appraisals as "spot on", & the bank's own former banker's Affidavit. Proving beyond a shadow of a doubt;

Now everyone is above the Constitution, above anyone's Rights of "Equal Protection of the Law", & above any Rule of Law, without ever even mentioning the word foreclosure. Now anyone can post illegal foreclosure sales, simultaneously, & on as many County Courthouse Steps anyone so chooses & against anyone so chosen. Forcing anyone into filing bankruptcy, to stop illegal foreclosures, & salvage some of their excessive amounts of equities. While knowingly ruining their name, their credit, & their future earning power.

Especially, against anyone who's undisputed Financial Statements' higher ROI. Proved a client's Net Worth doubles every 40 months (Amounts used on filed Counter Lawsuits). With an excessive amount of \$1.00 equity v. .19 cents indebtedness, Affidavit confirmed:

"in excess of \$8 million, and the indebtedness"

"was only approximately 19% of that value"

"always diligent in making and reporting to the Bank"

"monthly operations, and accurately compiling and filing all of the necessary reports required by the Bank on all of his loans at the Bank"

"I do not recall that Jerry ever missed an interest payment on any loan with the Bank"

"Jerry was never in default"

"substantially collateralized"

"within the 80% Loan to value required"

"Jerry's loans were adequately secured per underwriting standards used at the time"

YOU DON'T HAVE TO BE THE BIGGEST NOR THE BEST  
YOU JUST HAVE TO BE THE MOST EFFICIENT - Jerry Artho

HOME RUN HITTERS SELL TICKETS

BASE HITTERS WIN PENNANTS - Jerry Artho

Page 1 of 2

Now anyone can force anyone to pay for any PRICE FIXING appraisal. That later was in FACT, 45% of what the "Fire Sale" of the Federal Bankruptcy Court Order Land Auction sold for. (Artho agreed to provide the FBI a copy of the PRICE FIXING appraisal, if the bank ever produced it. For the appraiser was already under another FBI investigation.) Now anyone can racketeer fraudulent "made to order RICO appraisals" against anyone.

Now anyone can RICO REFUSE to provide all documentation of RICO PRICE FIXING, within any Court(s) of Law. Anyone so chooses & against anyone so chosen.

Especially, anyone who "breaches fiduciary duty & lender liability" against anyone so chosen, against any bank's own Stock, the Dodd-Frank Act, Rule of Law, &/or more via;

"REFUSING to count victim Artho's UNDISPUTED customary equities"

"under DURESS, by calling victim Artho's notes due in 25 days"

"That due to victim Artho's excessive equity, victim Artho would NOT qualify for the USDA \$1.4M loan guarantee"

"EVIDENCE that victim Artho did indeed qualify for the USDA \$1.4 loan guarantee"

"EVIDENCE that other banks base their financing on USDA loan guarantees"

"As RICO felon Happy's "Exit Strategy" agreement, of an April Land Auction"

"EVIDENCE of an email" confirming the bank's president's "Exit Strategy" agreement, of an April Land Auction's contract"

"EVIDENCE of the Amarillo News ad" reconfirming the bank's president's "Exit Strategy" agreement, of an April Land Auction"

While yet again attempting to change Artho's account number 1659747, to the unknown account number 1660414. To reduce Artho's retirement & Net Worth of \$6.6M, down to \$345K by 12-25-17. While still under a Federal Trustee's protection, within a Federal Bankruptcy Court of Law. After being forced to pay Capital Gains Tax, forced into naively hiring, & paying even more Bar Asso. approved lawyers.

#### IN ORDER TO FORM A MORE PERFECT UNION

Economically, mathematically, & Internationally Qui Tam Law &/or Champerty Law will prosecute, collect, & seize all economic traitors' Stock, all personal, domestic, & foreign assets. As Funding/Fines/Retribution owed to the US Treasury, SEC, & victims thereof.

Place all economic traitors under house arrest, until deported into exile. For participating in the legalization of International Case Law & ethics changes' International anarchy as World ECONOMIC TREASON. That will inevitable undermine & collapse world economies.

Feel free to quote Artho Economics on social medias. Gifts are welcomed via Pay Pal [FiledEvidence@gmail.com](mailto:FiledEvidence@gmail.com) please mark as "Gifts for the pain & suffering".

If you are not a Constitutional & Rule of Law intellectual, freethinker, or humanitarian. Please forward to those who are &/or simply unsubscribe. Suspected felon's evidence of documents, emails, & Affidavits for lesser sentencing, send to [FiledEvidence@gmail.com](mailto:FiledEvidence@gmail.com)

International Consultant,  
Jerry Artho

FINANCIAL STATEMENT

Name(s)

For the purpose of procuring credit, the undersigned hereby submits the following statement of condition as of .

The undersigned certifies that the below statement, schedules on reverse side and attachments (if any) are a true and correct account of the conditions of my/our business on the above stated day.

ASSETS	AMOUNT	LIABILITIES					AMOUNT
		Current (Less than 1 Year)					\$
1. Cash (Checking Acct.)	5,109.44	Lender:	Int. Rate	Final Maturity Date	Payment	Current Debt	
					Prin. & Int.		
2. Savings & CD's							
3. Stocks & Bonds (Sched. 4)							
4. Livestock Held for Sale (Sched. 2A)	144,223.47						
5. Farm Products on hand (Sched. 3)							
6. Receivable-Accts. Notes (Sched. 5)	21,970.89						
7. Gov SURE Ins. pro.	120,743.84	Direct	CRP	SNAP			
8. Seed wheat	3,000.00						
9. Growing crops	89,635.00						
10.							
11. Cash Value Insurance		Borrowings on life insurance Interest rate				\$	
12. Total Current	\$	Total Current Liabilities					\$
		Intermediate (1-7 Years)					
		Lender:	Int. Rate	Final Maturity Date	Payment	Current Debt	
					Prin. & Int.		
13. Machinery & Equip. (Sched. 1)	241,818.00						
14. Breeding livestock (Sched. 2B)							
15. Stock in Cooperatives	16,908.55						
16. Household goods							
17. Automobiles (list)							
18.							
19.							
20.							
21.	\$	Total Intermediate Liabilities					\$
22. Total Intermediate	\$	Real Estate Liens					
23. Real Estate		Lien Holder	Int. Rate	Final Maturity Date	Payment	Current Debt	
24. Acres County	Market Value				Prin. & Int.		
25. or Location							
26. *							
27. Schedule D	3,783,119.20						
28.		PPLand Bank		Schedule F		592,821.46	
29.		Chase		" "		592,279.39	
30.							
31.							
32.							
33.							
34.							

35.						
36.						
37.						
38. Other Fixed Assets				Other Long-Term Debts		
39.						
40.						
41.						
42.						
43. Total Fixed	\$			Total Long-Term		\$
44. Total Assets	\$	4,422,510.38		Total Liabilities		5,185,100.85
* Security to be mortgaged if now owned				Net Worth (Total Assets - Minus - Total Liabilities)		83,237,409.51

45. Have you been the beneficiary of a loan restructuring, debt forgiveness, deed in lieu of foreclosure ("dation en paiement" in Louisiana) or subject to

foreclosure within the past 7 years? Yes  No  If Yes, state in which action and date.

46. Judgments and suits are pending against me as follows (attach copies):

47. Have you ever gone through bankruptcy? Yes  No  When

48. Value of growing or unharvested crops \$. Crops  are  are not insured. Amount of insurance \$

49. I own an interest in the following: Partnership , Corporation , Trust , Estate , not applicable .

50. Is any part of the down payment borrowed? Yes  No

51. Are you liable on any notes by endorsement or guaranty in relation to any entities or businesses in which you claim an interest or to accommodate other

people? Yes  No

If Yes, show amount, interest rate, due date and amount of payment (not included in the above statement).

Amount	Interest Rate	Due Date	Amount of Payment

Note: Pursuant to 18 USCS 1014, it is a crime to knowingly make a false statement or report or to willfully overvalue any land, property, or security in connection with this loan application.

9-1-11

Signature \_\_\_\_\_

Signature \_\_\_\_\_

SCHEDULES

(use attachments as necessary)

SCHEDULE 1-MACHINERY AND EQUIPMENT					SCHEDULE 2-LIVESTOCK				
No.	Item	Make	Year and Model	Present Value	Number of Head	Kind	Breed	Market Value per Head	Amount





CONFIDENTIAL

**SCHEDULE A - U.S. GOVERNMENT & MARKETABLE SECURITIES**

Number of shares or face value (bonds)	Description	In name of	Are these pledged?	Market value
Accounts Receivable	USDA-FSA SURE Insurance Program	Jerry Artho	Yes	\$
	11 CRP 2012			3451.00
	11 Direct 2012			23,534.82
	11 SURE			43,539.60

**SCHEDULE B - NON-MARKETABLE SECURITIES**

Number of shares	Description	In name of	Are these pledged?	Source of value	Value
Sumac Seed A/R		Jerry Artho			\$

**SCHEDULE C - PARTIAL INTERESTS IN REAL ESTATE EQUITIES**

Address & type of property	Title in name of	% of ownership	Date acquired	Cost	Market value	Monthly payment	Mortgage balance
				\$		\$	\$

**SCHEDULE D - REAL ESTATE OWNED**

Address & type of property	Title in name of	Date acquired	Cost	Market value	Monthly payment	Mortgage balance
See attached real estate schedule	Jerry Artho		\$	4,922,365.18		

**SCHEDULE E - LIFE INSURANCE CARRIED, INCLUDING N.S.L.I. AND GROUP INSURANCE**

Name of insurance company	Owner of policy	Beneficiary	Face amount	Policy loans	Cash surrender value
American General Insurance	Jerry Artho	15757	\$ 500,000	\$	\$

**SCHEDULE F - BANKS OR FINANCE COMPANIES WHERE CREDIT HAS BEEN OBTAINED**

Name of lender	Credit in the name of	Secured or unsecured?	Original date	High credit	Current balance	Monthly payment
Chase Bank-Amarillo	Livestock Credit Line	Secured		\$		\$
Chase Bank-Amarillo	Farm Credit Line	Secured				
See attached Liabilities Schedule					1,670,469.75	

(USE ADDITIONAL SCHEDULES IF NECESSARY)

The information contained in this statement is provided for the purpose of obtaining or maintaining credit with JPMorgan Chase Bank, N.A. or its affiliate, JPMorgan Chase & Co. ("CHASE") to whom you have submitted this statement on behalf of the undersigned, or persons, firms, or corporations in whose behalf the undersigned may either severally, or jointly with others, execute a guaranty in favor of CHASE. Each undersigned understands that CHASE is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that CHASE may consider this statement as continuing to be true and correct until a written notice of a change is given to CHASE by the undersigned. CHASE is authorized to make all inquiries it deems necessary, including the obtaining of a credit bureau report, to verify the accuracy of the statements made herein, and to determine my/our credit worthiness. You understand and agree that from time to time CHASE may receive information about you from third parties (including statements, confirmation or electronic access). CHASE may share the information it obtains through these inquiries and any credit bureau report with other CHASE affiliates. CHASE is authorized to answer questions about its credit experience with me/us.

Signature (Individual) Jerry Artho Signature (Other party)

S.S. No. Date of Birth S.S. No. Date of Birth

Date Signed Date Signed 5-16-12





**FINANCIAL STATEMENT**

AS of 6-20, 2014.

NAME <u>Jerry Artho</u>	SOCIAL SECURITY NO. <u>476 29 8006</u>	EMPLOYER <u>Self</u>	HOW LONG
HOME ADDRESS <u>Box 7</u>	PHONE <u>679 6787</u>	HOW LONG	OCCUPATION/POSITION
BUSINESS ADDRESS <u>Bushland TX 79012</u>	PHONE	SPOUSE'S NAME <u>Tina</u>	NUMBER OF DEPENDENTS

SECTION A: ASSETS	
CASH <u>Cattle Base</u> (Schedule 1)	<u>1,655,219.51</u>
MARKETABLE SECURITIES (Schedule 2)	
NON-MARKETABLE SECURITIES (Schedule 3)	
INVESTMENTS IN PARTNERSHIPS (Schedule 4)	
REAL ESTATE (HOMESTEAD) (Schedule 5)	<u>296,000.00</u>
REAL ESTATE (OTHER) (Schedule 5)	<u>6,061,534.86</u>
IRA'S, KEOGH'S, & OTHER QUALIFIED PLANS (Schedule 6)	
OIL & GAS INTERESTS (Schedule 7)	
OTHER ASSETS	
Personal Property	
Automobiles	
Notes Receivable	
Interests in Trusts	
Misc.	
<b>TOTAL ASSETS</b>	<u>8,012,754.47</u>

SECTION A: LIABILITIES	
REAL ESTATE/MORTGAGES PAYABLE (Schedule 5)	
NOTES PAYABLE (Schedule 8)	<u>2,239,174.73</u>
MARGIN DEBT DUE BROKERS (Schedule 2)	
PARTNERSHIP RELATED DEBT (Schedule 4)	
OIL & GAS RELATED DEBT (Schedule 7)	
TAXES PAYABLE	<u>0</u>
CREDIT CARD DEBT	<u>100.00</u>
OTHER LIABILITIES	
<b>TOTAL LIABILITIES</b>	<u>2,239,174.73</u>
<b>NET WORTH (Total Assets Less Total Liabilities)</b>	<u>5,773,579.74</u>
<b>TOTAL LIABILITIES PLUS NET WORTH</b>	<u>8,012,754.47</u>

**SECTION C: CASH INCOME AND CASH EXPENSE INFORMATION\***

CASH INCOME*	THIS YEAR	CASH EXPENSES**	THIS YEAR
GROSS WAGES OR SALARIES		REAL ESTATE/MORTGAGE PAYMENTS	
COMMISSIONS, BONUSES, ETC.		REGULARLY SCHEDULED PRINCIPAL/INTEREST PAYMENTS	
PARTNERSHIP DRAWS, ETC.		INCOME TAXES (SUM OF A YEAR'S PERIODIC PAYMENTS)	
PARTNERSHIP DISTRIBUTIONS		PARTNERSHIP CONTRIBUTIONS	
INTEREST & DIVIDENDS		OTHER TAXES (REAL ESTATE, ETC.)	
RENTAL INCOME		LIVING EXPENSES & MISC.	
OIL & GAS INCOME		RENTAL EXPENSES	
OTHER		OIL & GAS EXPENSES	
		OTHER ANTICIPATED PAYMENTS (ALIMONY, TUITION, ETC.)	
		OTHER	
<b>TOTAL CASH INCOME</b>		<b>TOTAL CASH EXPENSES</b>	
		<b>NET CASH FLOW (CASH INCOME LESS CASH EXPENSES)</b>	

\*Income from alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.  
 \*\*Use all assumptions on page 4 under Additional Comments and describe any significant expected changes in your cash income or your cash expenses.

In the following statement, the words "I", "me", and "my" mean anyone signing below. "You" and "your" refer to Bank.

I have given you this financial statement, and attachments, if any, in order to obtain credit or services from you. I understand that you will rely on this information in connection with any decision you may make in providing credit or services to me. I warrant and represent to you that this financial statement and any other information I may supply to you is correct and fully and accurately discloses all of my assets and liabilities, including, but not limited to my contingent liabilities, cash income, and cash expenses as of the date I provide this information to you. All appraisals and similar indications of value relating to my assets which are available to me as of the date are attached for your review. You may assume that my financial condition is at least as good as shown on this statement until I provide to you another updated financial statement. You may request credit information about me from others including an investigative consumer report and you may request a consumer credit report about me in connection with this statement for credit or services. If I ask you, you will tell me whether or not a consumer credit report was requested and will also tell me the name and address of the reporting agency. I give you my permission to obtain additional consumer credit reports and investigative consumer reports without telling me should you update, renew, extend, or review my credit or other service arrangements with you. You may also share credit information about me with your affiliates, subsidiaries, parent company, other creditors, and all others permitted or required by law. I understand that, in the event any information contained in this statement is incorrect, false, or misleading, and you incur a loss, you may file a Criminal Referral Form as may be requested or required by your supervisory agency. I also understand that knowingly providing false or misleading information in this financial statement is a federal offense that may subject me to fine, imprisonment or both (18 USC Section 1014).

**ATTENTION: CONTINGENT OBLIGATIONS SCHEDULE MUST BE COMPLETED, IF NONE, THEN WRITE NONE ON THE SCHEDULE.**

SIGNATURE <u>Jerry Artho</u>	DATE <u>6-20-14</u>	SIGNATURE	DATE
---------------------------------	------------------------	-----------	------



**FINANCIAL STATEMENT**

as of 1-9-2015

NAME <u>Jerry Artho</u>	SOCIAL SECURITY NO. <u>476 29 5006</u>	EMPLOYER <u>SELF</u>	HOW LONG
HOME ADDRESS <u>Box 7</u>	PHONE <u>679 6787</u>	HOW LONG	OCCUPATION/POSITION
BUSINESS ADDRESS <u>Bushland TX 79012</u>	PHONE	SPOUSE'S NAME <u>Tina</u>	NUMBER OF DEPENDENTS

**SECTION A: ASSETS**

CASH <u>Cattle Base</u> (Schedule 1)	<u>2,085,236.65</u>
MARKETABLE SECURITIES (Schedule 2)	
NON-MARKETABLE SECURITIES (Schedule 3)	
INVESTMENTS IN PARTNERSHIPS (Schedule 4)	
REAL ESTATE (HOMESTEAD) (Schedule 5)	<u>276,000.00</u>
REAL ESTATE (OTHER) (Schedule 6)	<u>6,392,556.28</u>
IRA'S, KEOGH'S, & OTHER QUALIFIED PLANS (Schedule 6)	
OIL & GAS INTERESTS (Schedule 7)	
OTHER ASSETS	
Personal Property	
Automobiles	
Notes Receivable	
Interests in Trusts	
Misc.	
<b>TOTAL ASSETS</b>	<u>8,773,792.93</u>

**SECTION A: LIABILITIES**

REAL ESTATE/MORTGAGES PAYABLE (Schedule 5)	
NOTES PAYABLE (Schedule 8)	<u>2,159,820.23</u>
MARGIN DEBT DUE BROKERS (Schedule 2)	
PARTNERSHIP RELATED DEBT (Schedule 4)	
OIL & GAS RELATED DEBT (Schedule 7)	
TAXES PAYABLE	<u>- 0 -</u>
CREDIT CARD DEBT	<u>100.00</u>
OTHER LIABILITIES	
<b>TOTAL LIABILITIES</b>	<u>2,159,820.23</u>
<b>NET WORTH (Total Assets Less Total Liabilities)</b>	<u>6,613,972.70</u>
<b>TOTAL LIABILITIES PLUS NET WORTH</b>	<u>8,773,792.93</u>

**SECTION C: CASH INCOME AND CASH EXPENSE INFORMATION\***

CASH INCOME*	THIS YEAR	CASH EXPENSES**	THIS YEAR
GROSS WAGES OR SALARIES		REAL ESTATE/MORTGAGE PAYMENTS	
COMMISSIONS, BONUSES, ETC.		REGULARLY SCHEDULED PRINCIPAL/INTEREST PAYMENTS	
PARTNERSHIP DRAWS, ETC.		INCOME TAXES (SUM OF A YEAR'S PERIODIC PAYMENTS)	
PARTNERSHIP DISTRIBUTIONS		PARTNERSHIP CONTRIBUTIONS	
INTEREST & DIVIDENDS		OTHER TAXES (REAL ESTATE, ETC.)	
RENTAL INCOME		LIVING EXPENSES & MISC.	
OIL & GAS INCOME		RENTAL EXPENSES	
OTHER		OIL & GAS EXPENSES	
		OTHER ANTICIPATED PAYMENTS (ALIMONY, TUITION, ETC.)	
		OTHER	
<b>TOTAL CASH INCOME</b>		<b>TOTAL CASH EXPENSES</b>	
		<b>NET CASH FLOW (CASH INCOME LESS CASH EXPENSES)</b>	

\*Income from alimony, child support, or separate maintenance income need not be reported if you do not wish to have it considered as a basis for repaying this obligation.  
 \*\*List all assumptions on page 4 under Additional Comments and describe any significant expected changes in your cash income or your cash expenses.

In the following statement, the words "I", "me", and "my" mean anyone signing below. "You" and "your" refer to Bank.

I have given you this financial statement, and attachments, if any, in order to obtain credit or services from you. I understand that you will rely on this information in connection with any decision you may make in providing credit or services to me. I warrant and represent to you that this financial statement and any other information I may supply to you is correct and fully and accurately discloses all of my assets and liabilities, including, but not limited to my contingent liabilities, cash income, and cash expenses as of the date I provide this information to you. All appraisals and similar indications of value relating to my assets which are available to me as of this date are attached for your review. You may assume that my financial condition is at least as good as shown on this statement and I provide to you another updated financial statement. You may request credit information about me from others including an investigative consumer report and you may request a consumer credit report about me in connection with this statement for credit or services. If I ask you, you will tell me whether or not a consumer credit report was requested and will also tell me the name and address of the reporting agency. I give you my permission to obtain additional consumer credit reports and investigative consumer reports without telling me should you update, renew, extend, or review my credit or other service arrangements with you. You may also share credit information about me with your affiliates, subsidiaries, parent company, other creditors, and all others permitted or required by law. I understand that, in the event any information contained in this statement is incorrect, false, or misleading and you incur a loss, you may file a Criminal Referral Form as may be requested or required by your supervisory agency. I also understand that knowingly providing false or misleading information in this financial statement is a federal offense that may subject me to fine, imprisonment or both (18 USC Section 1014).

**ATTENTION: CONTINGENT OBLIGATIONS SCHEDULE MUST BE COMPLETED. IF NONE, THEN WRITE NONE ON THE SCHEDULE.**

SIGNATURE	DATE	SIGNATURE	DATE
		<i>Jerry Artho</i>	<u>1-9-15</u>

**PERSONAL FINANCIAL STATEMENT**

As of **12-25-2017**

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name **Jerry Artho** Business Phone **806 679 6787**

Residence Address **PO Box 6333** Residence Phone

City, State, & Zip Code **Paris Texas 75461**

Business Name of Applicant/Borrower

ASSETS		(Omit Cents)	LIABILITIES		(Omit Cents)
Cash on hand & in	<b>EX. D</b>	\$	10,261.60	Accounts Payable	\$
Banks Savings Accounts		\$		Notes Payable to Banks and Others	\$
IRA or Other Retirement		\$		(Describe in Section 2)	
Account Accounts & Notes		\$		Installment Account (Auto)	\$
Receivable		\$		Mo. Payments	\$
Life Insurance-Cash Surrender Value Only		\$		Installment Account (Other)	\$
(Complete Section 8)		\$	- 0 -	Mo. Payments	\$
Stocks and Bonds		\$		Loan on Life Insurance	\$
(Describe in Section 3)	<b>EX. B</b>	\$	9,655.26	Mortgages on Real Estate	\$
Real Estate		\$		(Describe in Section 4)	
(Describe in Section 4)	<b>EX. C</b>	\$	265,000.00	Unpaid Taxes	\$
Automobile Present Value	<b>EX. A</b>	\$	60,850.00	(Describe in Section 8)	
Other Personal Property		\$		Other Liabilities	\$
(Describe in Section 5)		\$		(Describe in Section 7)	
Other Assets		\$		Total Liabilities	\$ - 0 -
(Describe in Section 5)		\$		Net Worth	\$ 345,766.86
<b>Total</b>		\$	<b>345,766.86</b>	<b>Total</b>	\$

Section 1. Source of Income		Contingent Liabilities	
Salary	\$	As Endorser or Co-Maker	\$
Net Investment Income	\$	Legal Claims & Judgments	\$
Real Estate Income	\$	Provision for Federal Income Tax	\$
Other Income (Describe below)	\$	Other Special Debt	\$

Description of Other Income in Section 1

Amount of child support payments need not be disclosed in "Other Income" unless it is desired to have such payments added toward total income.

Section 2. Notes Payable to Banks and (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Others Name and Address of Noteholder(s)	Original Enclosed	Current (subject) Type of Collateral	Payment Source	Emergency Affidavit	How Secured or Priority, etc.

*Jerry Artho*

# Exhibit A

1991	Chevy 4x4 Blazer	5,000.00
1957	Super 55 Oliver tractor	3,000.00
	3 point blade	300.00
	Liquid feed & milo delivery trailer	1,500.00
	Liquid feed trailer tanker (for storage)	1,500.00
48	Liquid feed wheel feed troughs	4,800.00
11	Cattle Racks (wind break/hay storage)	16,500.00
7	Cattle oilers	1,400.00
	Office Fixtures	1,800.00
6	Cattle guards	4,500.00
21	Cattle panels & gates	1,050.00
	sub total	<u>41,350.00</u>
	Welding Trailer	4,500.00
	Stock Trailer	5,000.00
	Flat Bed Trailer	2,000.00
	3 Pneumatic Trailer Feeders	
	@ 1,500.00 each	4,500.00
	Feed Trailer	3,500.00
		<u>60,850.00</u>

# Exhibit B

Hereford Coop	5,021.17
Ag Producer Coop	<u>4,634.09</u>
	9,655.26

# Exhibit C

Homestead

Beef Hill 62 acres

FM 196 S 3907

Lamar County

Bought Nov 2015

258,000.00

Non Development Land

12-25-17

265,000.00

# Exhibit D

Amarillo National Bank  
Debtor In Possession (DIP)

Main DIP acct. 4,722.48

Farm DIP acct. 5,539.12

Cattle DIP acct. - 0 -  
(No income exhausted acct.)

10,261.60

Number: 20150891127  
Primary Name: Jerry D. Artho  
Assn: Lone Star, FLCA  
Branch: Paris Office  
Applicant: Jerry D. Artho

STATEMENT OF CREDIT DENIAL, TERMINATION, OR CHANGE

DATE: 8/31/2015

Applicant's Name: Jerry D. Artho

Applicant's Address: P.O. Box 7

Bushland, TX 79102

Description of Account, Transaction, or Requested Credit: Term loan to purchase 727 acres in Lamar Co.

Description of Action Taken:

Denied

PART I - PRINCIPAL REASON(S) FOR CREDIT DENIAL, TERMINATION, OR OTHER ACTION TAKEN CONCERNING

CREDIT:

- |   |  |
|---|--|
| <input type="checkbox"/> Credit Application incomplete  | <input type="checkbox"/> No credit file  |
| <input type="checkbox"/> Insufficient number of credit references provided                                | <input checked="" type="checkbox"/> Too short a period of residence  |
| <input type="checkbox"/> Unable to verify credit references   | <input type="checkbox"/> Temporary residence   |
| <input type="checkbox"/> Unacceptable type of credit references provided                                  | <input type="checkbox"/> Unable to verify residence  |
| <input type="checkbox"/> Temporary or irregular employment  | <input type="checkbox"/> Inadequate equity in assets   |
| <input type="checkbox"/> Unable to verify employment  | <input type="checkbox"/> Insufficient credit file  |
| <input type="checkbox"/> Length of employment   | <input type="checkbox"/> Delinquent credit obligations   |
| <input type="checkbox"/> Insufficient income for amount of credit requested                               | <input checked="" type="checkbox"/> Garnishment, attachment, foreclosure, repossession, collection action, or judgment |
| <input type="checkbox"/> Excessive obligations in relation to income                                      | <input checked="" type="checkbox"/> Bankruptcy/debt forgiveness  |
| <input type="checkbox"/> Inadequate collateral  | <input type="checkbox"/> Poor credit performance with us   |
| <input type="checkbox"/> Unable to verify income  | <input type="checkbox"/> Insufficient score supplied by third party-see Part II  |
| <input type="checkbox"/> Ineligible purpose   |  |
| <input type="checkbox"/> Ineligible collateral  |  |
| <input type="checkbox"/> We do not grant credit to any applicant on the terms and conditions you request. |  |
| <input type="checkbox"/> Other, specify:  |  |

Under the Farm Credit Act of 1971, as amended, you have the right to a review of the adverse decision on the loan you applied for, in person, before a credit review committee. To obtain such a review, you must submit a written request to the association within 30 days of your receipt of this Notice. In your request, please indicate if you wish to make a personal appearance before our credit review committee. Upon receipt of your request, a review date will be set. If you requested a personal appearance, we will notify you of the time and place at which the review will be conducted.

Your request for review may include an independent appraisal of the collateral. If you desire an independent appraisal, the association will furnish a list of three approved appraisers, one of whom you may select to appraise the collateral. You must enter into a written contractual arrangement for the evaluation within 30 days of receiving the names, and the evaluation must be completed within a reasonable time. You will be responsible to pay for the appraisal. A copy of the appraisal must be furnished to the Credit Review Committee prior to your review date, and the Committee will consider it in reaching its decision.

The review will be strictly limited to whether the lender has the authority to make the type of loan sought in your application and, if it does, whether the credit applied for meets the credit standards of the lender. On the latter question, the inquiry will be limited to whether the material contained in your application supports a contrary result. Whether you attend or not, you may submit additional material to support the statements made in your application. However, new justifications for extending the credit sought will not be considered by the credit review committee. If new justifications exist (such as changed circumstances), you must reapply or amend your existing application. After reviewing your request, the credit review committee will notify you in writing of its final decision and the reasons therefore.

(OVER)

Barbara Golden  
Credit Office President  
NMLS ID: 816894

barbara.golden@lonestarcrc.com  
CELL / 903-227-0515

P / 903-784-7463  
P / 888-333-7735  
F / 903-784-7463

Paris Credit Office  
655 Clarksville Street  
Paris, TX 75460  
www.LoneStarCrc.com



Number: 20150891127  
Primary Name: Jerry D. Artho  
Assn: Lone Star, FLCA  
Branch: Paris Office  
Applicant: Jerry D. Artho

**PART II – DISCLOSURE OF USE OF INFORMATION OBTAINED FROM AN OUTSIDE SOURCE**

(This section should be completed if the credit decision was based in whole or in part on information that has been obtained from an outside source.)

Disclosure inapplicable.

Our credit decision was based in whole or in part on information obtained from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information.

Reasons for Denial of Credit  
Your application was processed by a system provided by an outside source other than a consumer reporting agency. The system assigns a numerical value to the various items of information we consider in evaluating an application. These numerical values are based upon the results of analyses of repayment histories of large numbers of customers. The information you provided in your application did not score a sufficient number of points for approval of the application. The reasons you did not score well compared with other applicants were:

Your Right to Get Your Credit Report:  
Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name:  
Street Address:  
Telephone:

Information about Your Credit Score:  
We also obtained your credit score from this consumer reporting agency and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score:  
Date:  
Scores range from a low of  
to a high of

Key factors that adversely affected your credit score:

---

If you have any questions regarding this notice, you should contact:

Creditor's name: Lone Star, FLCA  
Creditor's address: Paris Office  
655 Clarksville Street  
Paris, TX 75460-5933  
Creditor's telephone number: 903-784-7461  
Whom to contact at creditor: Barbara Golden

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is: Farm Credit Administration, 1501 Farm Credit Drive, McLean, Virginia 22102-5090



**PUBLISHER:**  
The Swine Times

THIS MATERIAL IS CONVEYED AS A SOLICITATION FOR ENTERING INTO A DERIVATIVES TRANSACTION. THIS MATERIAL HAS BEEN PREPARED BY A DANIELS TRADING BROKER WHO PROVIDES RESEARCH MARKET COMMENTARY AND TRADE RECOMMENDATIONS AS PART OF HIS OR HER SOLICITATION FOR ACCOUNTS AND SOLICITATION FOR TRADES; HOWEVER, DANIELS TRADING DOES NOT MAINTAIN A RESEARCH DEPARTMENT AS DEFINED IN CFTC RULE 1.71. DANIELS TRADING, ITS PRINCIPALS, BROKERS AND EMPLOYEES MAY TRADE IN DERIVATIVES FOR THEIR OWN ACCOUNTS OR FOR THE ACCOUNTS OF OTHERS. DUE TO VARIOUS FACTORS (SUCH AS RISK TOLERANCE, MARGIN REQUIREMENTS, TRADING OBJECTIVES, SHORT TERM VS. LONG TERM STRATEGIES, TECHNICAL VS. FUNDAMENTAL MARKET ANALYSIS, AND OTHER FACTORS) SUCH TRADING MAY RESULT IN THE INITIATION OR LIQUIDATION OF POSITIONS THAT ARE DIFFERENT FROM OR CONTRARY TO THE OPINIONS AND RECOMMENDATIONS CONTAINED THEREIN.

**From:** Trade Account <trade@brokerslandandcattle.com>  
**To:** Donna Hughes <dhughes@danielstrading.com>  
**Sent:** 11/7/2017 8:58 AM  
**Subject:** Re: Newsletter  
[Quoted text hidden]

Trade Account <trade@brokerslandandcattle.com>  
To: Donna Hughes <dhughes@danielstrading.com>

Tue, Nov 7, 2017 at 9:04 AM

Thanks Donna!  
Your the best,  
Jerry Artho  
[Quoted text hidden]

Donna Hughes <dhughes@danielstrading.com>  
To: Trade Account <trade@brokerslandandcattle.com>

Tue, Nov 7, 2017 at 10:50 AM

Jerry.....

I spoke with compliance and until the bankruptcy is dismissed they do not want to take on the account. I asked if we could do options only without margin risk and they said not at this time. Are you partners with anyone else where the gains or losses could be shared on the backend through your accountant? They could do the account and you could still hedge. It's just that it won't be in your name. Let me know your thoughts, sir.

Donna Hughes  
Senior Commodity Broker  
Branch Office Manager  
Daniels Trading  
2201 Civic Circle #1012  
Amarillo, TX 79109  
Office: 1-806-418-2293  
Toll Free: 1-888-993-7659  
Cell Phone: 1-806-410-1659

174



**PUBLISHER:**  
The Swine Times

THIS MATERIAL IS CONVEYED AS A SOLICITATION FOR ENTERING INTO A DERIVATIVES TRANSACTION. THIS MATERIAL HAS BEEN PREPARED BY A DANIELS TRADING BROKER WHO PROVIDES RESEARCH MARKET COMMENTARY AND TRADE RECOMMENDATIONS AS PART OF HIS OR HER SOLICITATION FOR ACCOUNTS AND SOLICITATION FOR TRADES; HOWEVER, DANIELS TRADING DOES NOT MAINTAIN A RESEARCH DEPARTMENT AS DEFINED IN CFTC RULE 1.71. DANIELS TRADING, ITS PRINCIPALS, BROKERS AND EMPLOYEES MAY TRADE IN DERIVATIVES FOR THEIR OWN ACCOUNTS OR FOR THE ACCOUNTS OF OTHERS. DUE TO VARIOUS FACTORS (SUCH AS RISK TOLERANCE, MARGIN REQUIREMENTS, TRADING OBJECTIVES, SHORT TERM VS. LONG TERM STRATEGIES, TECHNICAL VS. FUNDAMENTAL MARKET ANALYSIS, AND OTHER FACTORS) SUCH TRADING MAY RESULT IN THE INITIATION OR LIQUIDATION OF POSITIONS THAT ARE DIFFERENT FROM OR CONTRARY TO THE OPINIONS AND RECOMMENDATIONS CONTAINED THEREIN.

**From:** Trade Account <trade@brokerslandandcattle.com>  
**To:** Donna Hughes <dhughes@danielstrading.com>  
**Sent:** 11/7/2017 9:04 AM  
[Quoted text hidden]

Trade Account <trade@brokerslandandcattle.com>  
Donna Hughes <dhughes@danielstrading.com>

Wed, Nov 8, 2017 at 8:45 AM

Donna,  
Thanks for researching it out.

I understand RJO'Briens concerns, on not wanting to activate my previous hedge account. Nobody wants to deal with anyone in Chapter 12, regardless of the circumstances. Including any future partners, of any kind. To be in Chapter 12 &/or forced into filing bankruptcy, to protect the portion of your debt free assets. Is "TABOO" in the business world.

Thanks again,  
Jerry Artho  
[Quoted text hidden]

Donna Hughes <dhughes@danielstrading.com>  
To: Trade Account <trade@brokerslandandcattle.com>

Wed, Nov 8, 2017 at 9:03 AM

Jerry.....

I have had clients that have gone through the same thing that have tried to open with me. Same deal. Honestly, I think if the assets you can lay claim to under the Chapter 12 are worth enough to not have it dismissed, that is where you need to keep your interest. Just my opinion. There are a few that I still have relationship with that receive the newsletters, call for advice, etc. The Lord has delivered a few out of the bankruptcy and has redeemed their finances and even multiplied them. I have had a rough couple of years myself. No grain business, new client business sometimes doesn't replace what low prices, drought, etc. has caused. I have learned to do what I can with what I have and have prayed that the Lord will sustain and deliver me to better times. I am seeing the this come to fruition. Slowly.....I'm sorry if I sound like a sermon today, but I hate what has happened to our producers. And.....the government and general public have no idea how this affects lives for those who sacrifice and stay committed. Hang

175

in there, man. I am praying for you and all those that need to see brighter days, including myself. Again, sorry to get on a soapbox, so to speak, but I really do care for the people God entrusts me with, to whatever degree that may be. I will keep you updated and I am sure we will have the account for you when it is supposed to happen.

Donna Hughes  
Senior Commodity Broker  
Branch Office Manager  
Daniels Trading  
2201 Civic Circle #1012  
Amarillo, TX 79109  
Office: 1-806-418-2293  
Toll Free: 1-888-993-7659  
Cell Phone: 1-806-410-1659



**PUBLISHER:**  
The Swine Times

THIS MATERIAL IS CONVEYED AS A SOLICITATION FOR ENTERING INTO A DERIVATIVES TRANSACTION. THIS MATERIAL HAS BEEN PREPARED BY A DANIELS TRADING BROKER WHO PROVIDES RESEARCH MARKET COMMENTARY AND TRADE RECOMMENDATIONS AS PART OF HIS OR HER SOLICITATION FOR ACCOUNTS AND SOLICITATION FOR TRADES; HOWEVER, DANIELS TRADING DOES NOT MAINTAIN A RESEARCH DEPARTMENT AS DEFINED IN CFTC RULE 1.71. DANIELS TRADING, ITS PRINCIPALS, BROKERS AND EMPLOYEES MAY TRADE IN DERIVATIVES FOR THEIR OWN ACCOUNTS OR FOR THE ACCOUNTS OF OTHERS. DUE TO VARIOUS FACTORS (SUCH AS RISK TOLERANCE, MARGIN REQUIREMENTS, TRADING OBJECTIVES, SHORT TERM VS. LONG TERM STRATEGIES, TECHNICAL VS. FUNDAMENTAL MARKET ANALYSIS, AND OTHER FACTORS) SUCH TRADING MAY RESULT IN THE INITIATION OR LIQUIDATION OF POSITIONS THAT ARE DIFFERENT FROM OR CONTRARY TO THE OPINIONS AND RECOMMENDATIONS CONTAINED THEREIN.

**From:** Trade Account <[trade@brokerslandandcattle.com](mailto:trade@brokerslandandcattle.com)>  
**To:** Donna Hughes <[dhughes@danielstrading.com](mailto:dhughes@danielstrading.com)>  
**Sent:** 11/8/2017 8:45 AM  
[Quoted text hidden]

**Trade Account** <[trade@brokerslandandcattle.com](mailto:trade@brokerslandandcattle.com)>  
To: Donna Hughes <[dhughes@danielstrading.com](mailto:dhughes@danielstrading.com)>

Wed, Nov 8, 2017 at 9:16 AM

Thanks for the pep talk Donna!

The cards dealt to us in life, are the cards we are forced to play, to the best of our ability.  
We do not determine the game played, the cards dealt, heck we do not even get to cut the deck.

These things always work out & always will.

We just have to keep up the fight & play our hand, the best we can.

Thanks again,  
erry Artho

[Quoted text hidden]

176

**Donna Hughes** <dhughes@danielstrading.com>  
To: Trade Account <trade@brokerslandandcattle.com>

Wed, Nov 8, 2017 at 9:17 AM

You have that right Jerry! Sending my thoughts and prayers to you all! Looking forward to when you can tell me to 'hedge'em'!!!!

Donna Hughes  
Senior Commodity Broker  
Branch Office Manager  
Daniels Trading  
2201 Civic Circle #1012  
Amarillo, TX 79109  
Office: 1-806-418-2293  
Toll Free: 1-888-993-7659  
Cell Phone: 1-806-410-1659



**PUBLISHER:**  
The Swine Times

THIS MATERIAL IS CONVEYED AS A SOLICITATION FOR ENTERING INTO A DERIVATIVES TRANSACTION. THIS MATERIAL HAS BEEN PREPARED BY A DANIELS TRADING BROKER WHO PROVIDES RESEARCH MARKET COMMENTARY AND TRADE RECOMMENDATIONS AS PART OF HIS OR HER SOLICITATION FOR ACCOUNTS AND SOLICITATION FOR TRADES; HOWEVER, DANIELS TRADING DOES NOT MAINTAIN A RESEARCH DEPARTMENT AS DEFINED IN CFTC RULE 1.71. DANIELS TRADING, ITS PRINCIPALS, BROKERS AND EMPLOYEES MAY TRADE IN DERIVATIVES FOR THEIR OWN ACCOUNTS OR FOR THE ACCOUNTS OF OTHERS. DUE TO VARIOUS FACTORS (SUCH AS RISK TOLERANCE, MARGIN REQUIREMENTS, TRADING OBJECTIVES, SHORT TERM VS. LONG TERM STRATEGIES, TECHNICAL VS. FUNDAMENTAL MARKET ANALYSIS, AND OTHER FACTORS) SUCH TRADING MAY RESULT IN THE INITIATION OR LIQUIDATION OF POSITIONS THAT ARE DIFFERENT FROM OR CONTRARY TO THE OPINIONS AND RECOMMENDATIONS CONTAINED THEREIN.

**From:** Trade Account <trade@brokerslandandcattle.com>  
**To:** Donna Hughes <dhughes@danielstrading.com>  
**Sent:** 11/8/2017 9:16 AM  
[Quoted text hidden]

**Trade Account** <trade@brokerslandandcattle.com>  
To: Donna Hughes <dhughes@danielstrading.com>

Wed, Nov 8, 2017 at 9:49 AM

Will do!  
Jerry Artho  
[Quoted text hidden]

177

Carl David Adams  
 Texas Bar No. 00850600  
 6440 N. Central Expressway  
 Suite 505  
 Dallas, TX 75206  
 (214) 468-3032  
 (214) 871-5090 facsimile  
*Lead Counsel for Plaintiff, Jerry D. Artho*  
 Dennis Olson  
 Texas Bar No. 15273500  
 Olson Nicoud & Gueck, LLP  
 10440 N. Central Expressway  
 Suite 1100  
 Dallas, TX 75231  
 (214) 979-7302  
 (214) 979-7301 facsimile  
*Co-Counsel for Plaintiff, Jerry D. Artho*

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

**In re:**

**JERRY ARTHO  
 (d/b/a ARTHO CATTLE),  
  
 Debtor.**

**Case No. 15-20046-rlj-12**

**JERRY D. ARTHO (d/b/a ARTHO  
 CATTLE),  
  
 Plaintiff**

**v.**

**HAPPY STATE BANK, et al,  
  
 Defendants.**

**Adversary Proceeding No. 17-02002-rlj**

**AFFIDAVIT OF JOHN BELCHER**

**BEFORE ME**, the undersigned authority, on this date personally appeared to  
 John Belcher, who, after being duly sworn by me, states on oath as follows:

**AFFIDAVIT OF JOHN BELCHER,**

**Page 1.**

1. My name is John Belcher. My address is: P.O. Box 247, Seminole, TX 79360.  
My telephone number is: (325) 668-4406.
2. I am over the age of 18, have never been convicted of a felony or a crime of moral turpitude, and am competent to give this sworn testimony on the matters set forth in this affidavit.
3. I have personal knowledge of all the facts and circumstances set forth in this affidavit, and all of those facts and circumstances are true and correct.
4. I have spent most of my adult career working in banking, most of my experience being in the field of farming, cattle and agricultural loans in banks located in West Texas and the Panhandle of Texas, including banks in Amarillo, Canyon, and, most recently, in Seminole, Texas.
5. In the Spring of 2012, I was hired by Happy State Bank (the Bank), in its location in Canyon, Texas, with the idea that I would take over the supervising and handling of day-to-day operations of a portion of existing loans, and future loans related to farming, cattle and agricultural loans initiated by myself.
6. Thereafter, until approximately the 2<sup>nd</sup> week of September 2014, I individually handled, with very limited exceptions, the day-to-day operations

AFFIDAVIT OF JOHN BELCHER,

Page 2.

of a portion of all existing loans by Happy State Bank related to and arising out of the farming, cattle and agricultural loans made by Happy State Bank from its Canyon, Texas, branch location.

7. As part of that role as a loan officer for the farming, cattle and agricultural loans, I met and became familiar with one Jerry Artho (Jerry). Jerry had a couple of renewable annual lines of credit loans, and other longer-term loans related to his cattle, farming and real estate development business with another banking institution and was looking to move his relationship to Happy State Bank, and was referred to me from the Happy State Bank downtown Amarillo office.

8. At the time I met Jerry he proposed pledging as collateral to Happy State Bank, more than 2,100 acres of valuable farm and ranch land, represented by 8 different pieces of real property, all located in the Texas Panhandle (Tracts of Jerry's Land).

9. The collateral proposed to be pledged by Jerry to secure all of his loans at the Bank, at the time I began to underwrite the credit, which took the form of the 8 different Tracts of Jerry's Land, greatly exceeded the amount of the

AFFIDAVIT OF JOHN BELCHER,

Page 3.



indebtedness according to Jerry's most recent financial statement used in the underwriting the request.

10. In the late summer of 2014, the Financial Statement on file by Jerry with the Bank, I believe accurately stated that the 8 different Tracts of Jerry's Land had a market value of in excess of \$8 million, and the indebtedness Jerry had at the Bank (including all of his loans at the Bank) was only approximately 19% of that value. These values were not appraised values.

11. I was the primary individual loan officer at Happy State Bank for Jerry, and occupied that position continuously for almost 2 years, from the Spring of 2012, until the 2<sup>nd</sup> week of September 2014 (when I was suddenly fired, without notice, by the Bank)

12. Prior to September 2014, I had become very familiar with the operations of the cattle, farming and real estate development business projects owned and operated by Jerry in and around the Amarillo and contiguous counties in the Texas Panhandle.

13. Jerry was, from my experience with him and knowledge of his dealings with the Bank, always diligent in making and reporting to the Bank all of his

AFFIDAVIT OF JOHN BELCHER,

Page 4.

monthly operations, and accurately compiling and filing all of the necessary reports required by the Bank on all of his loans at the Bank.

14. During the entire time I worked with Jerry at the Bank, I do not recall that Jerry ever missed an interest payment on any loan with the Bank.

15. Only on one or 2 occasions, was I required to even place a phone call to Jerry to remind him of the obligation to make an interest payment on any of the loans he had with the Bank.

16. On each of those isolated occasions, Jerry thanked me for reminding him, and promptly made whatever interest payments were necessary to bring any of his loans into full compliance.

17. To my knowledge, Jerry was never in default as to any of the material obligations to the Bank on any of the loans he had at the Bank prior to the time of my departure from the Bank in approximately the 2<sup>nd</sup> week of September 2014.

18. Based on my knowledge of the handling of farming, cattle and agricultural loans in the Texas banking industry, Jerry's loans at the Bank, were, by any objective standard, substantially collateralized, considering the amount of his indebtedness to the Bank (i.e. the value of the Tracts of Jerry's Land,

AFFIDAVIT OF JOHN BELCHER,

Page 5.

throughout my tenure at the Bank and certainly as of September 2014, was within the 80% Loan to value required on real property.

19. In other words, I was comfortable in my belief that of all of the loans the Canyon, Texas, location of the Bank had which related to farming, cattle and agricultural loans, Jerry's loans were adequately secured per underwriting standards used at the time. With the exception of the lines of credit not fully revolving annually, Jerry was timely servicing all of the monetary terms of the loans, with prompt payments when those payments fell due.

20. Until mid-September 2014, I successfully managed a profitable portfolio of farming, cattle and agricultural related loans at the Canyon, Texas, location of the Bank, including the loans of Jerry, in excess of approximately \$20-30 million.

21. During this time Mr. Teafatiller was hired as CCO (Chief Credit Officer) of Happy State Bank and began changing how the bank and its loan officers underwrote agricultural loans going forward. One of which was the bank's policy of cash out refinancing real estate at 80% LTV which was changed to 65% LTV.

AFFIDAVIT OF JOHN BELCHER.

Page 6.

22. These newly-instituted rules and/or standards I was instructed to follow, of necessity, had an immediate and dramatic impact on many of the existing and long-time customers at the Bank with farming, cattle and agricultural related loans, including Jerry.

23. This new development (the reduction from 80% of appraised value to 65% of appraised value on all real property for the purpose of cash out refinance) was both unexpected on my part, and, in my opinion, did not reflect what I understood to be the standard for other similar banks in the West Texas and Panhandle of Texas area with regard to the acceptable debt- to-value ratio regarding real property. This change was not unheard of, and within the banks purview to change. I was not involved in the decision making process that led to this decision.

24. It was the policy of the bank to order appraisals based on best use of the real property unless specifically requested by the bank to do otherwise i.e. as developed, or best use.

AFFIDAVIT OF JOHN BELCHER,

Page 7.

25. The above discussions took place as a result of my inquiry as to how we could reconcile the fact that the operating lines of credit had not revolved and needed to be paid off. Because there was not enough equity in the real property to cash out refinance and pay off the lines ( due to the 65% LTV requirement) Jerry and I discussed the need to sell portions of his real property holdings and pay off these operating lines and gain some working capital to start back up. At the time I felt he had adequate assets to do just that, and Jerry agreed and began searching for the best way to sell a portion of his real property at its highest value. Jerry kept me informed as to that progress and I in turned let my superiors know on a regular basis where we were at in the process.

26. In approximately the 2<sup>nd</sup> week of September 2014, based on developments in a totally unrelated loan and customer, my employment with Happy State Bank was ended.

AFFIDAVIT OF JOHN BELCHER,

Page 8.

27. After several weeks of looking at multiple offers of employment within banking, and outside of banking I chose to accept an offer of employment, and was hired as, and I am now a farming, cattle and agricultural supervising loan officer for a different bank, located in Seminole, Texas (i.e. the First United Bank of Seminole), where I now continue to supervise, on a day-to-day basis, numerous farming, cattle and agricultural loans, using many of the standards I have observed and learned over my banking career.


Signed this 9 day of February 2018.

  
John Belcher, Affiant

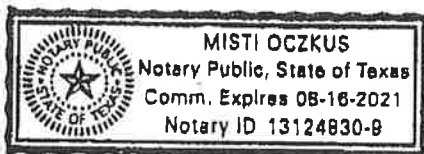
STATE OF TEXAS §

COUNTY OF GAINES §

Sworn to and subscribed to before me on the 9<sup>th</sup> day of February 2018.

  
Notary Public, State of Texas

My Commission expires: 8-16-2021



AFFIDAVIT OF JOHN BELCHER,

Combined Statement



HAPPY STATE BANK  
AND TRUST COMPANY

35.01. FBIC

Branch: 15 - 03 ACCOUNT PAGE 1 1660a14  
15 - 03 ACCOUNT PAGE 1 1660a14  
STATEMENT PERIOD  
12/31/2013 TO 01/31/2014

007489 1.0060 AV 00.381 27 1 8  
JERRY ARTHO  
DEA ARTHO CATTLE  
PO BOX 7  
BUSHLAND TX 79012-0007

15 - 03 ACCOUNT PAGE 1 1660a14  
STATEMENT PERIOD  
12/31/2013 TO 01/31/2014

CHECKING SUMMARY

CHECKING BALANCE LAST STATEMENT 1,451.48  
1 DEPOSITS 111,700.37  
8 OTHER CREDITS 239,133.15  
14 CHECKS 352,238.98  
1 OTHER DEBITS 1,057.11  
CHECKING BALANCE THIS STATEMENT 1,057.11

ACCOUNT CREDIT TRANSACTIONS

DATE AMOUNT DESCRIPTION  
01/02 120,000.00 ADVANCE ON LINE/TAB  
01/07 2,000.00 ADVANCE ON LINE/TAB  
01/09 11,086.55 ADVANCE ON LINE/TAB  
01/14 111,700.37 DEPOSIT  
01/15 1,400.00 ADVANCE FROM LOC/3GS  
01/19 29,234.00 ADVANCE ON LINE/TAB  
01/22 18,567.15 ADVANCE ON LINE/TAB  
01/27 43,000.00 ADVANCE ON LINE/TAB  
01/30 10,954.75 ADVANCE ON LINE/TAB

OTHER DEBIT TRANSACTIONS

DATE AMOUNT DESCRIPTION  
01/31 10.00 MAINTENANCE FEE

CHECKS  
DATE CHECK NO. AMOUNT DATE CHECK NO. AMOUNT  
01/02 2182 120,000.00 01/27 2130 300.00  
01/07 2183 2,000.00 01/27 \*8331 11,086.65  
01/15 2184 200.00 01/16 8332 26,134.50  
01/21 2185 120,000.00 01/23 8333 18,567.15  
01/27 2187 200.00 01/30 8334 10,954.75  
01/27 2189 2,314.00 01/24 \* 1,400.00  
01/27 2185 43,000.00 01/14 \* 111,700.37

CHECKING WITHDRAWAL



HAPPY STATE BANK  
AND TRUST COMPANY  
Member FDIC

DATE  
11/21/12

53720 JTB TC ↑

ACCOUNT NUMBER ↑

EXPLANATION OF TRANSACTION  
ATM WITHDRAWAL

SIGNATURE *[Signature]*

NAME  
P.O. BOX 7  
ADDRESS  
Gushland TX 79012  
CITY, STATE, ZIP

\$ [Redacted]

AMOUNT CHARGED ↑



West Texas Appraisal Associates

Cody Leech

Was sent out by Happy to appraise my land.

Note;

Due to Steve Rogers being under investigation, Happy did not send him out this time.

I found Cody Leech appraising my land and told him I would show him around. For Happy had sent him maps of land to be appraised, that was not my land.

Cody Leech told me Happy wanted all of my land appraised at Ag value & Ag value only.

After showing him all 7 farms & their added values;

All farms hunting values.

Lone Star's land to be donated to Wildorado school for the new K-12 school, increasing retail/housing values around said school site.

Artho 1/4 & Double A's water values on the 2 successful Santa Rosa wells for beef production.

Double A's Santa Rosa well to increase the retail/housing value around the new K-12 school.

For the Wildorado Water Supply Companies water line, that goes to Wildorado & right along Lone Star's school site. Said line also runs about 150 yards from the Santa Rosa well on the Double A. Thus water can supply the retail/housing development.

Artho 1/4's Santa Rosa well to increase the value of the energy, through water use for steam, hydrogen, & electrical powered generation. Said water is connected by a line & water easement to Apache Point.

Apache Point & Artho 1/4's energy values, due to the 750 MW electrical substation next to them.

Apache Point had an option to buy 20 acres from me to put in an electrical power plant.

Apache Point had 2 more permits to drill for 2 more Santa Rosa wells.

Apache Point & Artho 1/4 had wind & solar companies interested in leasing my land. Along with wind leases & transmission lines on other farms, as well.

The huge electrical transmission lines cost from \$1M to \$2M per mile. Thus my land being next to a 750 MW substation immensely increases it's value.

Cody Leech said there was no way, an Ag appraisal would even come close to the value of my land. For all of the above values are worth more than just an Ag value.

Note;

Yet another ploy by Happy's special interest group to justify taking my water & land.



WEST TEXAS APPRAISAL ASSOCIATES  
*Real Estate Appraisers & Consultants*

CODY LEECH

100 Main Street  
Second Floor  
Albany, TX 76430  
(325) 762-3420  
(325) 762-2040 Fax  
cody@westtxappraisal.com

ARTHO - 000038

## FSA loan forms

Barnes, Connie - FSA, Tulla, TX <Connie.Barnes@tx.usda.gov>  
To: "trade@brokerslandandcattle.com" <trade@brokerslandandcattle.com>

Mon, Nov 24, 2014 at 3:14 PM

Good afternoon, Jerry. I have attached some forms to get you started on a loan request. If you have any questions about the forms, be sure to contact our office. I will see you at 10:00 in the morning.

Have a great day!

Connie

Connie Barnes

FLPT

Farm Loan Programs

Swisher County FSA Office

United States Department of Agriculture

221 NW 2nd Street, Tulla, TX 79088

Phone: 806.995.2318

Fax: 1 844 206.7586

connie.barnes@tx.usda.gov















*Stay Connected with USDA:*



*This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.*

ARTHO - 000044

14 attachments

-  01) General Farm Loan Info.pdf  
279K
-  02)3-FLP EXHIBIT 5.pdf  
217K
-  02a)2015 FLP Price List.pdf  
21K
-  03) FSA2001 Request for Direct Loan Assistance.pdf  
211K
-  04) FSA2002 3yr Financial History.pdf  
113K
-  05) FSA2003 3YR Production History.pdf  
301K
-  06) FSA2004 Auth to Release Info.pdf  
101K
-  07) FSA2005 Creditor List.pdf  
110K
-  08) FSA2006 Land Info.pdf  
93K
-  10) FSA2037 FBP Balance Sheet.pdf  
632K
-  11) FSA2038 FBP Projections.pdf  
156K
-  12) FSA2302 Farm Exp & Train.pdf  
79K
-  13) FSA2370 Train Walver.pdf  
117K
-  14) AD1026.pdf  
100K

Trade Account <trade@brokerslandandcattle.com>  
To: "Barnes, Connie - FSA, Tulia, TX" <Connie.Barnes@tx.usda.gov>

Mon, Nov 24, 2014 at 4:57 PM

Connie,  
Thanks! One of the banks I'm looking at will call me Tuesday. Thus I may not need to come in.  
Either way I will tag up to let you know. At least I'll have these forms to get started on, if need be.  
Enjoyed the visit today  
Jerry Artho  
[Quoted text hidden]

Barnes, Connie - FSA, Tulia, TX <Connie.Barnes@tx.usda.gov>  
To: Trade Account <trade@brokerslandandcattle.com>

Tue, Nov 25, 2014 at 8:17 AM

Good morning, Jerry. I hope all goes well with the bank. Let us know if we can be of service.

Have a wonderful Thanksgiving!

ARTHO - 000045

Connie

Connie Barnes

FLPT

Farm Loan Programs

Swisher County FSA Office

United States Department of Agriculture

221 NW 2nd Street, Tulla, TX 79088

Phone: 806.995.2318

Fax: 1.844.206.7586

connie.barnes@tx.usda.gov

*Stay Connected with USDA:*



*This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.*

**From:** Trade Account [mailto:trade@brokerslandandcattle.com]

**Sent:** Monday, November 24, 2014 4:57 PM

**To:** Barnes, Connie - FSA, Tulla, TX

**Subject:** Re: FSA loan forms

[Quoted text hidden]

**Trade Account** <trade@brokerslandandcattle.com>  
**To:** carl david adams <carldavidadams@hotmail.com>

Thu, May 11, 2017 at 10:23 AM

[Quoted text hidden]

ARTHO - 000046

## FRAZER BANK

FARM & RANCH  
REAL ESTATE LOANS

Available In  
Kansas, Oklahoma, Texas, Colorado,  
New Mexico, And Arizona

Specializing in large financing pack-  
ages. Purchase, refinance, convert  
from variable to fixed rate, FSA-  
Farm ownership guaranteed loans.  
For friendly, knowledgeable service

Contact: DERYL HUNTER  
580-480-4217

## Happy State acquires Shamrock bank

Happy State Bank Chairman and CEO, J. Pat Hickman, along with Centennial Bank Chairman, J. David Williams, announced the signing of a definitive agreement in which Happy State Bank has agreed to purchase the Shamrock banking center from Centennial Bank.

The banking center's address is 711 N. Main St. in Shamrock.

With this acquisition, Happy State Bank will acquire about \$9 million in loans and \$50 million in deposits, and will have 35 offices in 25 communities. The transaction is expected to close in the fourth quarter of 2015, pending regulatory approval.

Source: Happy State Bank

Contact Russell Anglin at russellanglin@amarillo.com or @RussellAnglin on Twitter.

### NOTICE OF CHANGE IN CONTROL OF A BANK HOLDING COMPANY

Happy Bancshares, Inc. Employee Stock Ownership Plan with 401(k) Provisions (Effective January 1, 2010), Amarillo, Texas intends to apply to the Federal Reserve Board for permission to acquire up to 24.9% of the outstanding common stock of Happy Bancshares, Inc. (the "Company"), Canyon, Texas, and thereby control the Company. The Company controls Happy State Bank, Happy, Texas. The Federal Reserve considers a number of factors in deciding whether to approve the notice.

You are invited to submit comments in writing on this notice to the Federal Reserve Bank of Dallas, P. O. Box 656906, Dallas, Texas 75265-6906. The comment period will not end before August 11, 2015, and may be somewhat longer. The Board's procedures for processing applications may be found at 12 C.F.R. Part 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the notice, contact Robert Mahalk, Director - Applications, at (214) 922-6226. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the notice if they are received in writing by the Reserve Bank on or before the last day of the comment period.

Attached

(3)

## Xcel Energy: Transmission line project almost done

BY KEVIN WELCH <sup>2,3 AM</sup>  
11/26/12  
kevin.welch@amarillo.com  
901/12

Xcel Energy announced Wednesday it has nearly completed 11 miles of new and upgraded transmission lines at a cost of \$26 million to improve reliability and meet increased demand in the north and east parts of Amarillo.

"We have significantly boosted our transmission grid by upgrading the system to 115 kilovolts in that area. Last year we completed the Rolling Hills Substation on Cherry Avenue and a new line to the Hastings Substation," said Xcel spokesman Wes Reeves.

"We are now in the process of completing an upgrade to an existing line that runs from Hastings to East Plant Substation near Northeast Third Avenue and Grand Street."

In one case, an old line had to be rerouted during the upgrade.

"The old line ran across Martin Road Park Lake and was anchored to an island in the middle of the lake," Reeves said.

"We have rerouted the line around the lake, and in that area you can see the new steel monopole structures."

The work also has included the construction of new substations and increasing the capacity of others. Transmission lines carry power from generation sources, serving as a sort of highway, to substations where distribution lines take the power to individual consumers.

See XCEL, A6

## Auction

Trade Account <trade@brokerslandandcattle.com>  
To: David Hutson <dhutson@happybank.com>

Tue, Jan 27, 2015 at 12:01 PM

Dave Hutson and David Tarver,  
The Auction Contracts are complete. Has soon as the signed copy is returned to me, I will bring you a copy.  
Jerry Artho

David Hutson <dhutson@happybank.com>  
To: Trade Account <trade@brokerslandandcattle.com>  
Cc: David Tarver <dtarver@happybank.com>

Tue, Jan 27, 2015 at 2:01 PM

Thanks Jerry!

Happy State Bank  
1000 Main Street  
Canyon, WY 82401  
(307) 884-0026 Ext. 3146

**From:** Trade Account [mailto:trade@brokerslandandcattle.com]  
**Sent:** Tuesday, January 27, 2015 12:02 PM  
**To:** David Hutson  
**Subject:** Auction

Dave Hutson and David Tarver,

The Auction Contracts are complete. Has soon as the signed copy is returned to me, I will bring you a copy.

Jerry Artho

Trade Account <trade@brokerslandandcattle.com>  
To: Don Sunderland <dsunderl@mhba.com>

Fri, Feb 20, 2015 at 10:48 AM

[Quoted text hidden]

Trade Account <trade@brokerslandandcattle.com>

To: George Whittenburg <gwhittenburg@whittenburglaw.com>, Broadus Spivey <bas@spivey-law.com>

Fri, Jan 8, 2016 at 3:01 PM

George and Broadus

Jerry asked me to find the email concerning the first auction agreement between him and Happy State Bank. David Hutson is the president of Happy State Bank Canyon branch where Jerry Banked. He thought it said "ok" but what I found said "Thanks Jerry!". I will continue to look through the emails and if I find anything I'll forward it to you.

Thank You

Tina Artho

ARTHO - 000047

Real Estate Auction Agreement

CAI<sup>®</sup> Member

HIGGENBOTHAM AUCTIONEERS  
MEMBER NATIONAL AUCTIONEERS ASSOCIATION

MEMBER NATIONAL AUCTIONEERS ASSOCIATION



AUCTION AGREEMENT, made and entered into this 30 day of February, 2015 by and between Jerry Artho, hereinafter referred to as "Seller", and HIGGENBOTHAM AUCTIONEERS INT'L. LTD. INC. as Referring Broker and James L. Owen Jr. Texas Broker 0395965 TX Auctioneer AU 13296 as Texas Licensed Broker, both hereinafter collectively referred to as "Broker."

Seller: Jerry Artho	Property herein described as:
Address: P.O. Box 7	See Attached Exhibit "A"
City, State & Zip: Bushland, TX 79012	
Phone: (H) _____ (B) _____	
(Cell) 806-679-6787 (Fax) _____	
E-mail Address: trades@brokerslandandcattle.com	

WHEREAS, the Broker will aid and render services in order to sell the above described property for a mutually agreed upon fee and reimbursement of certain costs, all as more specifically set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as the mutual benefits, advantages, or disadvantages to each of the parties hereto, the parties agree as follows:

1. Authority to Sell. The Seller hereby grants to the Broker, acting as agent for the Seller, the authority to sell the above described property at public auction under the terms and conditions stated herein.

2. Place and Date of Sale. The auction of the above described property shall be held at Wyndham Hotel, Amarillo, TX on the 10<sup>th</sup> day of April, 2015 at 11 o'clock AM or at any other date deemed more advantageous by the Broker.

3. Terms. The above described property shall be sold to the highest bidder under the following terms of sale to each successful bidder unless such other terms are agreed to by seller: 10% Buyer's Premium, 10% Deposit due at auction, Closing on or before 45 days.

4. Exclusive Right of Sale. The Broker shall hold an Exclusive Right of Sale to sell the above described property, from the date of the signing of this Agreement until 90 days after the auction. This period shall be irrevocable and any sale of all or part of the above described property, made between the date of this contract and the expiration of the 90 day Exclusive Right of Sale after the auction, whether said sale is made by the Seller or any of his agents, employees, by another Broker, by any other Party, or the Broker of any of his agents or employees, shall entitle the Broker to a commission schedule as established in this Agreement.

5. Buyer's Premium. A buyer's premium of 10% will be added to the auction bid to create the contract purchase price.

6. Commission. As full and complete compensation for all services to be rendered in accordance with this contract, Broker shall receive a commission based upon 8% of the bid price on all parcels sold in accordance with this Agreement, whether said sale be on the date of the auction or at other times as specified in Paragraph 2. If the property is sold under this agreement at any other time than at the auction, then the commission will be 8% of the total contract purchase price.

7. Advertising and Costs. It is specifically agreed between the parties that the Seller shall be responsible for procuring his own advertising with whatever advertising agency or vehicle he desires. Seller further agrees to advise said advertising agency to cooperate with the Broker with regard to this particular auction sale. The Broker will assist in directing the advertising, set up and promotion of the sale as retained by the Seller. At the auction, the Broker will orchestrate the proceedings and have the successful bidders sign all necessary papers and contracts in accordance with Paragraph 3 of this Agreement and will accept all deposits from the successful bidders to be held in the Broker's escrow account unless otherwise instructed.

8. Payment of Commission. All deposits placed by buyer are to be held in the Broker's escrow account unless otherwise instructed, until the date of the closing of the transactions between the Seller and the buyers. On the date of closing, all deposit monies are to be used first to satisfy the commission due and owing the Broker. Any excess shall be refunded to the Seller. Should the deposits not be sufficient to satisfy the commission due and owing the Broker, then the balance of the commission shall be satisfied out of the closing of the net proceeds due to the Seller. In any event, the Broker is to receive full payment of his commission on the date of the Closings to the successful buyers.

9. Basis of Sale.  Reserve Auction. It is understood between parties that the Seller may reject any and all bids, contracts or offers.  Absolute Auction. It is understood between the parties that on an Absolute Auction basis the Seller hereby agrees to sell the property or any portion of the property to the last and highest bidder regardless of price. If sold on an Absolute Auction basis and the Seller refuses to sell to the last and highest bidder, the Seller shall nevertheless be responsible to pay the Broker a commission as set forth on this Agreement based upon the last and highest bid. SEE EXHIBIT "A" FOR BASIS OF SALE.

10. Representations of Seller.  
(a) Seller warrants good and marketable title to all properties to be sold and, further, that Seller has the right to sell said properties.  
(b) Seller agrees that the Auction is to be conducted under the complete control of the Broker, and that Seller will not in any way interfere in the conducting of the Auction or commit any act that may hinder or in any way diminish the effectiveness or success of the Auction. Should the Seller interfere with the conduct of the Auction in such a way as to diminish the effectiveness of the Auction resulting in the loss of the sale of all or any part of the property, then and in that event, the Seller shall, nevertheless, be responsible to pay the Broker a commission in accordance with Paragraph 6 of this Agreement based upon the highest bid received for that portion of the property or the entire parcel, which sale was lost due to the actions of the Seller.  
(c) Seller shall furnish all documents requested by the Broker, including, but not limited to surveys, appraisals, floor plans, profit and loss statements, leases, rent rolls and encumbrances on title, if any, and sales map.

11. Default. Once the bid is accepted by the Seller, the sale is considered confirmed and Broker is entitled to a commission on said sale in accordance with Paragraph 6. If the particular sale does not close due to fault of the buyer, Broker shall be entitled to receive a commission based on one-half (1/2) of the deposit money. If the particular sale does not close due to the fault of the Seller, Broker shall be entitled to a full commission in accordance with Paragraph 6. If the deposit money is returned to the buyer, the Broker shall notify Seller that indemnification for his commission needs be paid to Broker and the Seller shall, on such written notice, pay the Broker such monies as are due for commission.

12. Litigation. In any litigation brought to enforce any of the terms of this Agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

13. Entire Agreement. This constitutes the entire agreement between the parties. No amendments or changes to this Agreement shall be effective unless agreed to in writing by all parties.

14. Special Provisions.

SELLER: Jerry Artho  
By: [Signature]  
Its: Broker (Artho)

REF. BROKER: Higgenbotham Auctioneers Int'l Ltd. Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TX LIC BROKER: James L. Owen Jr. Texas Broker 0395965 TX  
Auctioneer AU 13296  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BRENNMAR ADVERTISING, INC.**  
 1666 Williamsburg Square, Lakeland Florida 33803  
**ADVERTISING AND PROMOTION AGREEMENT**

THIS AGREEMENT is made between: Jerry Artho ("the Owner"), whose mailing address is: P.O. Box 7 Bushland, TX 79012 and BRENNMAR ADVERTISING, INC. ("BRENNMAR"), whose mailing address is 3816 Industry Blvd, Lakeland, Florida 33811.

1. **Employment.** Owner desires to retain Brenmar's services for the advertising and promotion of an auction sale of the following described property: See Attached Exhibit "A". Said auction sale shall be conducted at Wyndham Hotel, Amarillo, TX, on Friday April 10<sup>th</sup>, 2015 at 10:00am, by Higgenbotham Auctioneers International, LTD., Inc. (the "Auction Company"). Owner fully understands that he is free to advertise and promote this sale through the company of his choice. Therefore the parties agree as follows:

2. **Brenmar's Services.** Brenmar shall be responsible for the preparation and placement of all Advertising and Promotion, but shall only be responsible for the advertising and promotional costs which Brenmar incurs. The Owner or any Owner representative who orders any advertising or in any manner incurs any expense in connection with the auction sale which is not specifically agreed to by Brenmar shall be responsible for those costs. Brenmar shall coordinate setup of the auction, promotion, and advertising with the Auction Company.

- a. **Advertising.** Brenmar shall be responsible for:
  - 1) The placement of all ads with the appropriate media.
  - 2) The preparation of drawings depicting the real estate.
  - 3) The preparation, layout, set-up, printing, and mailing of a sales brochure, if any.
  - 4) The preparation of, and placement of, any advertising signs.
- b. **Promotion.** Brenmar shall be responsible for:
  - 1) The preparation of all maps, drawings, and sales boards depicting the sale property and its location.
  - 2) The physical set-up of the auction site, including the placement of P.A. systems, Auction Block, chairs, contract tables, plat displays, sales boards, provision of electrical power, entertainment, catering, provision of restroom facilities, and all other sales set-up as requested by the Owner for the Auction Company.
  - 3) The transportation of all necessary equipment to the sale location.
  - 4) The contracting of the appropriate number of qualified licensed personnel for the promotion of the sales property for any and all preview dates as well as the day of sale.

Except for such specific advertising media or devices that may be specifically required by Owner, Brenmar shall be the sole judge of the type, appropriateness, frequency, timing, method, scope, etc., of any and all advertising that is to be done for the auction sale. Brenmar shall not be responsible for the costs of any legal, engineering, or surveying services, if any, associated with the subdivision and plating of land, unless the Owner and Brenmar otherwise agree in writing. Brenmar is not responsible for errors or omissions of any media and/or sub-contractor retained by Brenmar.

3. **Total Contract Price.** The total contract price for the purpose set forth herein shall be \$25,000.00. It is specifically understood that under any circumstances and for any reason monies have not been received or are not valid, Brenmar will immediately cease all activities toward the preparation and promotion of the sale. Advertising to begin as directed. Brenmar's fee for services rendered shall be 19% of the contract price stated above and is included in the total contract price.

4. **Miscellaneous.**

- a. This contract constitutes the sole understanding on Owner and Brenmar with respect to the subject matter hereof and no modifications, alterations, or waiver of the terms of this contract shall be binding unless the same shall be in writing, dated subsequent to the date of this agreement and duly executed by the parties hereto.
- b. Nothing in this contract shall be deemed to create or constitute a partnership or joint venture between Owner and Brenmar with respect to anything that is the subject of this contract.
- c. This contract shall be governed and interpreted in accordance with the laws of the State of Florida and shall for all purposes be deemed to have been made in the State of Florida and the agreed venue shall be Polk County, Florida.
- d. Litigation: In any litigation brought to enforce any of the terms of this agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

5. **Special Agreements:** Brenmar agrees to advance advertising expense in the amount of \$25,000.00. Seller agrees to reimburse Brenmar for the said advertising out of the Seller's first proceeds at the auction closing. In any event, the Seller is to reimburse Brenmar for advertising expense by May 1, 2015. In addition, Brenmar will be secured by a note & mortgage on the Star West property in the amount of the said advertising expense.

Jerry Artho  
 BY: Jerry Artho  
 As Broker/Owner

Brenmar Advertising, Inc.  
 BY: \_\_\_\_\_  
 ITS \_\_\_\_\_

Dated 1-30-2015

Dated \_\_\_\_\_




EXHIBIT "A"

To contract between Jerry Artho "Seller" and Higgenbotham Auctioneers International LTD and James L. Owen, Jr. collectively referred to as "Broker"

The following properties will be offered at auction on Friday April 10<sup>th</sup>, 2015 as follows;

Property Description	Auction Method	Auction basis of sale
1. SUSTAINABLE ENERGY site 713± acres: Apache Point BLK 5-Z all of section 2, Randall County ,Texas 572± acres, Artho ¼ BLK 5-Z section 1, North East ¼ Randall County Texas 141± acres	Reserve Auction	Seller hereby agrees to sell this property at a minimum reserve price of \$ <u>5,847,500</u> and agrees if the highest bid achieves this price or more he will sell said property and execute all documents of sale. *
2. Star West, 356± acres: BLK 9 section 164 Randall County Texas, West	<b>ABSOLUTE AUCTION</b>	Seller agrees this property will sell to the last and highest bidder without reserve.
3. Lone Star retail/housing development 262± acres: BLK Z- 3 section 4 North 1/2 Oldham County Texas	Reserve Auction	Seller hereby agrees to sell this property at a minimum reserve price of \$ <u>1,179,000</u> and agrees if the highest bid achieves this price or more he will sell said property and execute all documents of sale. *
4. Goose Lake 335± acres: AB 1351 Block B-4 Sur 272 H and GN middle ½ of the section, Armstrong County Texas.	Reserve Auction	Seller hereby agrees to sell this property at a minimum reserve price of \$ <u>326,900</u> and agrees if the highest bid achieves this price or more he will sell said property and execute all documents of sale. *
5. 1931D McPherson, Plat out of the Simmons Subdivision Lots 6,7,8, & 9. Randall County Texas	Reserve Auction	Seller hereby agrees to sell this property at a minimum reserve price of \$ <u>207,000</u> and agrees if the highest bid achieves this price or more he will sell said property and execute all documents of sale. *

\* Minimum Bid is establish as a rock bottom price seller is stating he will sell for and gives auctioneers permission to, at their discretion once minimums are met to announce the property will sell to the highest bidder(s). Seller will have the right at their sole discretion to accept any bids (offers) that may fall under the stated minimum. All other terms of the Auction Agreement remain.

 Seller's initials

\_\_\_\_\_ Broker's initials

BUY-SELL-1031-REFER-LEASE

**MakeAnOffer**  
**Today.com**

**Consign Your Land for an**  
**Upcoming Land Auction**

April 10th 11AM  
WYNDHAM HOTEL  
AMARILLO, TEXAS  
(More details coming soon.)

**Hunting Properties 415 acres**

**Bushland/Wildorado**

**Retail/Housing Developments**

**621 acres**

**SUSTAINABLE ENERGY site**

**713 acres**

**trade@brokerslandcattle.com**

**806-679-6787**

-----  
Bushland Farm 510 acres/can divide

**Elvin Lamb** He savvy's **AG!**

angelakl@arn.net 806-570-4108

-----  
**Tracy Kay Nelson** The ranch **Lady!**

**tracy.nelson@live.com**

**806-683-0173**

**LEASES:**

**ACCEPTING CATTLE ON THE GAIN**

**NOW THROUGH JUNE 1st**

**8 Oil, Gas, Wind, & Solar Leases**

2014 & back to May 2012

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy's "customary" ratio of Artho's UNDISPUTED Financial Statements & UNDISPUTED monthly Cattle Borrowing Bases, reported every month since May of 2012, of \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

RP 347-449 744-817 481-501

#73 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

Happy "reduces the customary" ratio from 80% down to 65%.

\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.

John Belcher deposition.

However, in spite of this devaluation, Artho's excessive land equity to debt ratio, is still very sound.

#74 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

Happy "reduces the customary" ratio from 80% down to 65%.

\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.

If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's customary equity.

ILLEGALLY prevents Artho from refinancing with another bank, due to collateral complications.

#75 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

Happy "reduces the customary" ratio from 80% down to 65%.

\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.

If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's customary equity.

ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#76 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

Happy "reduces the customary" ratio from 80% down to 65%.

\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.

If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's customary equity.

ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#77 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.

Happy "reduces the customary" ratio from 80% down to 65%.

\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.

If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's customary equity.  
ILLEGALLY ruins Artho's present & future credit.

#78 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.  
Happy "reduces the customary" ratio from 80% down to 65%.  
\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's customary equity.  
Is an attempt to fraudulently eliminate Artho's "Other Options".

#79 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.  
Happy "reduces the customary" ratio from 80% down to 65%.  
\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.  
Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#80 count of Racketeering when Happy "reduces the customary" ratio of Artho's UNDISPUTED \$1.00 equity x 80% = .80 cents ratio to .25 cents debt.  
Happy "reduces the customary" ratio from 80% down to 65%.  
\$1.00 equity x .65% = .65 cents ratio to .25 cents debt.  
Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

2014 Spring/Summer

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

#81 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
Artho's excessive equity will be leveraged to finance the Santa Rosa wells.  
Later it is revealed Steve Rogers's racketeered appraisal proves to be 45% of what Apache Point sold for in the Judge Jones Federal Ordered BK Land Auction "Fire Sale".  
Steve Rogers is under investigation by the FBI for racketeering other appraisals.  
Artho promises the investing FBI agent, a copy of Artho's racketeered appraisal by Steve Rogers.  
However, in spite of this Racketeered appraisal's devaluation, Artho's excessive land equity to debt ratio, is still very sound.

#82 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
ILLEGALLY prevents Artho from refinancing with another bank, due to collateral complications.

#83 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.

If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#84 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#85 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
ILLEGALLY ruins Artho's present & future credit.

#86 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
Is an attempt to fraudulently eliminate Artho's "Other Options".

#87 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#88 count of Racketeering when Happy dictates Artho use Racketeering Appraiser Steve Rogers to appraise Apache Point & inform Artho will pay for said racketeered appraisal.  
If Artho's information was ILLEGALLY shared &/or word of mouth, reveals Happy's reducing Artho's excessive equity & "Price Fixing".  
Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Sept. 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy abruptly FIRES Artho's Happy banker John Belcher.  
John Belcher was a good banker, "tough" but always "fair".

In spite of 80% reduction of equity to 65%, in spite of Racketeered Steve Rogers appraisal, & in spite of Happy FIRING Artho's good Banker John Belcher.  
However, in spite of Happy FIRING Artho's good Banker John Belcher, Artho's excessive land equity to debt ratio, is still very sound.

Note;

Belcher understood ALL aspects of Artho's operation to achieve the highest Net Worth for the bank's customer.

Resulted in;

Artho's UNDISPUTED track record at Happy, of doubling Artho's Net Worth ever 40 months. Artho never missed an interest payment, Artho never missed a land payment, Artho's revolving loans always maintained a UNDISPUTED monthly excessive amount of equity, & Artho's continuous growth of excessive land equity to debt ratio continues.

---

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

By chance, Artho finds West Texas Appraisal Associate, Cody Leech, appraising on one of Artho's properties.

#89 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Artho & Appraiser Cody Leech tour all of Artho's properties.

When completing the tour of ALL of Artho's properties.

Appraiser Cody Leech informed Artho. "There is no way an appraisal of farmland ONLY, would come remotely close to an appraisal of Artho's properties".

RP 38

#90 count of Racketeering when Happy's Appraiser Cody Leech declares, "There is no way an appraisal of farmland ONLY, would come remotely close to an appraisal of Artho's properties".

This explains why Happy disagreed with West Texas Appraisal Associates appraisals & "Price Fixing".

RP 37

Appraiser Cody Leech appears to have stayed within the law & appraised Artho's properties at a true appraisal VS a forged Racketeered appraisal.

However, in spite of Happy's attempt to Racketeer more ILLEGAL appraisals & "Price Fixing".

Artho's excessive land equity to debt ratio, is still very sound.

#91 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Would ILLEGALLY prevent Artho from refinancing with another bank, due to collateral complications.

#92 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Would ILLEGALLY prevent Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#93 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Would ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#94 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Would ILLEGALLY ruin Artho's present & future credit.

#95 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Is an attempt to fraudulently eliminate Artho's "Other Options".

#96 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#97 count of Racketeering when Happy's Appraiser Cody Leech informed Artho, Happy hired West Texas Appraisal Associates, to appraise ALL of Artho's properties, at a farmland appraisal & a farmland ONLY appraisal.

Happy's attempt of yet another Racketeered "Price Fixing" appraisal.

Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Nov. 4th 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy's Ross Glenn Executive Vice President of Special Assets, calls a meeting with Artho & Artho's new Happy commercial banker David Tarver.

#98 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

When Artho asked Happy's Ross Glenn why would Happy change & not count the "customary equity".

Happy's Ross Glenn Executive Vice President of Special Assets response "We don't feel like it".

However, in spite of this fraudulent devaluation, Artho's excessive land equity to debt ratio, is still very sound.

Note, Cattle market is at it's strongest & peaks a month later.  
RP 742-743

#99 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

ILLEGALLY prevents Artho from refinancing with another bank, due to collateral complications.

#100 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#101 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#102 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

Ruins Artho's present & future credit.

#103 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

Is an attempt to fraudulently eliminate Artho's "Other Options".

#104 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#105 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Nov. 4th 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy's Ross Glenn Executive Vice President of Special Assets, calls a meeting with Artho & Artho's new Happy commercial banker David Tarver.



#106 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets informs Artho, Happy will no longer count Artho's UNDISPUTED, "customary equities", of feed on hand & the Santa Rosa wells investment.

However, Happy's Ross Glenn Executive Vice President of Special Assets wanted permission to talk to Artho's well man, Wayan Winget, about the Santa Rosa well's production results.

Happy contacted Wayan Winget & wanted to know "how many houses" the Santa Rosa wells would support?

CWB 169

Shannon Burdett's water short Outpost Ranches Housing Development, is 2 miles to the East of one of Artho's new Santa Rosa wells.

This would solve Happy's water issues, of any long term homes financed by Happy, in Shannon Burdett's Outpost Ranches Housing Development.

Artho's Santa Rosa wells are 360 feet deeper, then the Outpost Ranches' Santa Rosa wells.

#107 count of Racketeering when Happy ILLEGALLY violated Federal Law, by sharing Artho's water well's banking information, with Shannon Burdett's Outpost Ranches Housing Development.

Added Pages 261-262

#108 count of Racketeering when Happy ILLEGALLY violated Federal Law, by sharing Artho's water well's banking information, with Shannon Burdett's Outpost Ranches Housing Development.

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#109 count of Racketeering when Happy ILLEGALLY violated Federal Law, by sharing Artho's water well's banking information, with Shannon Burdett's Outpost Ranches Housing Development. Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Nov. 4th 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy's Ross Glenn Executive Vice President of Special Assets, calls a meeting with Artho & Artho's new Happy commercial banker David Tarver.

Artho asked about a "new" USDA loan guaranteeing \$1.4M to Happy.

#110 count of Racketeering when Happy's banker David Tarver fraudulently claimed Artho had "too much equity" to qualify for the USDA \$1.4M loan guarantee.

Artho inquired about the USDA \$1.4M loan guarantee & discovered Happy's banker David Tarver's fraudulent claim.

For Artho did qualify for the USDA \$1.4M loan guarantee to Happy.

RP 44-46

When Artho confronted Happy's banker David Tarver about the fraudulent claim.

#111 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

RP 838

#112 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

ILLEGALLY prevents Artho from refinancing with another bank, due to collateral complications.

#113 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#114 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#115 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

Ruins Artho's present & future credit.

#116 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

Is an attempt to fraudulently eliminate Artho's "Other Options".

#117 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

Is clearly a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#118 count of Racketeering when Happy's banker David Tarver informed Artho "Happy did not want to fool with the USDA \$1.4M loan guarantee".

Contrary to other banks advertising, loans are based on USDA loan guarantees.

Is clearly a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Nov. 4th 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Happy's Ross Glenn Executive Vice President of Special Assets, calls a meeting with Artho & Artho's new Happy commercial banker David Tarver.

#119 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets placed Artho under DURESS, by calling Artho's revolving notes due in 25 days & demanding an "Exit Strategy" from Happy.

Artho agreed to hold a Land Auction & sell enough of his excessive land equity, as an "Exit Strategy".

Happy's Ross Glenn Executive Vice President of Special Assets informed Artho, "A land contract by April 2015, in Happy's hands, will satisfy Happy's "Exit Strategy".

Happy's banker David Tarver agreed & Happy's Ross Glenn Executive Vice President of Special Assets directed Artho to work with Happy's banker David Tarver & Happy's President Dave Hutson, on Happy's "Exit Strategy's" April Land Auction.

Happy's President David Hutson agreed to Happy's "Exit Strategy's" April Land Auction, via email.

RP 47

Feb. 6th 2015, Artho delivers Happy's "Exit Strategy's" April Land Auction contract, to Happy's commercial banker David Tarver.

Contract was just mailed back with ALL required signatures dating 1-30-15.

RP 835-837

Artho's ad for Happy's "Exit Strategy's" April Land Auction, advertised in the Amarillo Newspaper.

RP 50

Higgenbotham International Auctioneers pre pays the Amarillo's Wyndam Hotel for the location of Happy's "Exit Strategy's" April Land Auction.

#120 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets placed Artho under DURESS, by calling Artho's revolving notes due in 25 days & demanding an "Exit Strategy" from Happy.

The DURESS of only 25 days, eliminates time needed for Artho's "Other Options".

#121 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets placed Artho under DURESS, by calling Artho's revolving notes due in 25 days & demanding an "Exit Strategy" from Happy.

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#122 count of Racketeering when Happy's Ross Glenn Executive Vice President of Special Assets placed Artho under DURESS, by calling Artho's revolving notes due in 25 days & demanding an "Exit Strategy" from Happy.

Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

---

Nov. 7th 2014

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

#123 count of Racketeering when Happy ILLEGALLY Filed & Recorded, an attempt to ILLEGALLY change Artho's, Artho 1/4 's legal land description.