

03-21-2002



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Docket No.:

39275.0100

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To the Honorable Commissioner of

the attached original

1. Name of conveying party(ies):

Altres Financial L.P.

3-4-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving party(ies).

Name: Summit Financial Resources, L.P.

Receipt #26

Internal Address:

Street Address: 2323 South Foothill Drive

City: Salt Lake City State: UT ZIP: 84109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,958,270

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas V. DelRosario

Internal Address: Snell & Wilmer L.L.P.

One Arizona Center

Street Address: 400 E. Van Buren

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2814

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas V. DelRosario, Reg. No. 46,658

Name of Person Signing

Signature

February 27, 2002

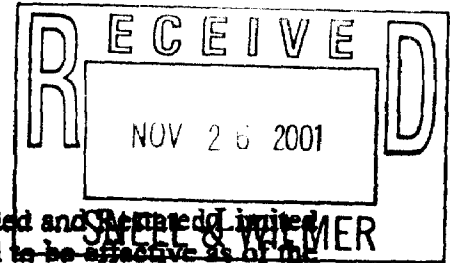
Date

Total number of pages including cover sheet, attachments, and

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TRADEMARK

**FIRST AMENDMENT
TO THE
SECOND AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
SUMMIT FINANCIAL RESOURCES, L.P.**



This First Amendment (the "Amendment") to the Second Amended and Restated Limited Partnership Agreement of Summit Financial Resources, L.P. is executed to be effective as of the 30th day of April, 2001 (the "Effective Date"), except for such items with an earlier effective date as noted below, by and among Gfactor, Inc., a Hawaii corporation, as the sole general partner of the Partnership (defined below) and the limited partners of the Partnership who have executed the signature pages attached hereto. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Second Restated Agreement (as defined below).

RECITALS:

A. Summit Financial Resources, L.P. (the "Partnership") was formed as a Hawaii limited partnership initially under the name of Altres Financial, L.P. pursuant to the Limited Partnership Agreement of the Partnership dated July 21, 1994 (the "Original Agreement"). The Original Agreement was amended by certain interim amendments, and then was amended and restated in its entirety pursuant to the Amended and Restated Limited Partnership Agreement of the Partnership dated effective as of March 13, 1998 (the "First Restated Agreement"). The First Restated Agreement was amended by certain interim amendments, and then was amended and restated in its entirety pursuant to the Second Amended and Restated Limited Partnership Agreement of the Partnership dated effective as of November 15, 2000 (the "Second Restated Agreement").

B. As of March 28, 2001, William P. Hallman, Jr. ("WPH-A") agreed to increase his Class A Limited Partner commitment by \$1,016,350 to \$2,000,000.00.

C. As of March 28, 2001, Thomas M. Taylor ("TMT-A") has increased his Class A Limited Partner commitment from \$590,200 to \$600,000 to reflect his actual funding to date.

D. As of the Effective Date, WPH-A desires to transfer a \$1,000,000 Class A Preferred Interest in the Partnership to Richard W. Gushman, II Revocable Trust ("RWG-A"), who will then be admitted as a Class A Limited Partner. WPH-A will continue to hold a \$1,000,000 interest in the Partnership as a Class A Limited Partner.

E. As of the Effective Date, OKOA, Inc. Profit Sharing Plan ("OIPSP-A") will have its entire Class A Preferred Interest in the Partnership redeemed in return for its Capital Contributions funded to date (which amount to \$500,000), its commitment to fund capital to the Partnership will be cancelled, and it will withdraw as a Class A Limited Partner.

F. As of the Effective Date, the Partners desire to make such other modifications to the Second Restated Agreement as set forth below.

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G. Pursuant to Section 7.03 of the Second Restated Agreement (and except as otherwise provided therein), all amendments thereto and the Certificate of Limited Partnership shall require the approval or consent of the Limited Partners holding at least 66 2/3% of the Percentage Interests held by Limited Partners (all of which Percentage Interests are held by Class C Limited Partners).

Now, therefore, the undersigned hereby approve the following:

1. As of March 28, 2001, WPH-A has agreed to commit to the Partnership, as a Class A Limited Partner, an additional \$1,016,350, for a total commitment of \$2,000,000. Pursuant to Sections 3.01(c) and 7.03, the General Partner hereby approves of such additional commitment on behalf of the Partnership.

2. As of March 28, 2001, TMT-A's commitment to the Partnership, as a Class A Limited Partner, has been revised to \$600,000 to reflect his actual Capital Contributions to date. Pursuant to Sections 3.01(c) and 7.03, the General Partner hereby approves of such revised commitment on behalf of the Partnership.

3. As of the Effective Date, WPH-A has transferred (the "Transferred Interest") a proportionate \$1,000,000 Class A Preferred Interest (of his \$2,000,000 Class A Preferred Interest) to RWG-A, and RWG-A accepts the Transferred Interest and desires to be admitted as a Class A Limited Partner on account of such Transferred Interest. Pursuant to Sections 3.01(c), 5.01(a), and 7.03, the General Partner hereby approves of the transfer of the Transferred Interest and the admission of RWG-A as a new Class A Limited Partner. RWG-A further agrees that it will be subject to, and agrees to, the provisions of the Second Restated Agreement as amended hereby as a Class A Limited Partner with respect to the Transferred Interest.

4. As of the Effective Date, OIPSP-A is hereby redeemed out of its existing Class A Preferred Interest in return for the repayment of all Capital Contributions made by it to date (which amount to \$500,000) plus all cumulative Preferred Return owing to OIPSP-A, not to exceed \$550,000 in the aggregate. Following such redemption, OIPSP-A's commitment to fund capital to the Partnership as a Class A Limited Partner shall be cancelled, and OIPSP-A shall withdraw from and have no further interest whatsoever in the Partnership. OIPSP-A, by its signature hereto, hereby agrees to the foregoing. The Partners, by their signatures hereto, hereby agree to the foregoing, and hereby authorize the General Partner, on behalf of the Partnership, to take any and all steps it deems necessary or advisable to carry out the foregoing.

5. As of November 15, 2000, Section 4.08(a) is hereby revised by changing the word "fiscal quarter" in the first clause thereof to "month".

6. Each of the Partners hereby acknowledges that the Partnership has formed a Performance Units Plan (the "PUP") to incentivize certain employees of the Partnership. The Partners further acknowledge and agree that, in accordance with the PUP, the Cash Available for Distribution under Sections 4.08(c)(vii) and 4.08(d)(vii) of the Second Restated Agreement may be diluted by up to 15% in favor of participants under the PUP.

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7. Except as amended hereby, the Second Restated Agreement shall remain in full force and effect, and each of the undersigned hereby restates and reaffirms all of the terms and provisions of the Second Restated Agreement.

This First Amendment to the Second Amended and Restated Limited Partnership Agreement of Summit Financial Resources, L.P. has been executed to be effective as stated above.

GENERAL PARTNER

GFACTOR, INC

Suite 200, Amfco Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: 
Title: President

CLASS A LIMITED PARTNERS

201 Main Street, Suite 1200
Fort Worth, Texas 76102

WILLIAM F. HALLMAN, JR.

777 Main Street, Suite 1212
Fort Worth, Texas 76102

THOMAS M. TAYLOR

201 Main Street, Suite 2200
Fort Worth, Texas 76102

PETER STERLING

NEW CLASS A LIMITED PARTNER

RICHARD W. GUSHMAN, II
REVOCABLE TRUST

Suite 200, Amfco Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: 
Richard W. Gushman, II, Trustee

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NON-THEMELASH ATTORNEY GENERAL

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GENERAL PARTNER

GFACTOR, INC.

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: _____
Title: _____

CLASS A LIMITED PARTNERS

201 Main Street, Suite 3200
Fort Worth, Texas 76102



WILLIAM P. HALLMAN, JR.

777 Main Street, Suite 1212
Fort Worth, Texas 76102

THOMAS M. TAYLOR

201 Main Street, Suite 3200
Fort Worth, Texas 76102

PETER STERLING

NEW CLASS A LIMITED PARTNER

RICHARD W. GUSHMAN, II
REVOCABLE TRUST

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: _____
Richard W. Gushman, II, Trustee

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Title: _____

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Fort Worth, Texas 76102

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777 Main Street, Suite 1212
Fort Worth, Texas 76102



THOMAS M. TAYLOR

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Fort Worth, Texas 76102

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GFACTOR, INC.

Suite 200, Amfac Bldg.
700 Bishop Street
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By: _____
Title: _____

CLASS A LIMITED PARTNERS

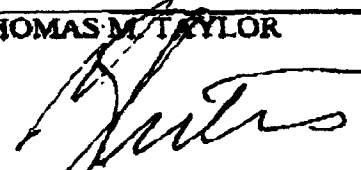
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REVOCABLE TRUST


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700 Bishop Street
Honolulu, Hawaii 96813

By: _____
Richard W. Gushman, II, Trustee

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

WITHDRAWING CLASS A LIMITED PARTNER

OKDA, INC. PROFIT SHARING PLAN

By: 
Name: Richard W. Gushman, II
Title: Trustee

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

CLASS B LIMITED PARTNER


RICHARD W. GUSHMAN, II

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

CLASS C LIMITED PARTNERS

RICHARD W. GUSHMAN, II REVOCABLE TRUST

By: 
Richard W. Gushman, II, Trustee

201 Main Street, Suite 3200
Fort Worth, Texas 76102

WILLIAM P. HALLMAN, JR.

201 Main Street, Suite 3200
Fort Worth, Texas 76102

PETER STERLING

777 Main Street, Suite 1212
Fort Worth, Texas 76102

THOMAS M. TAYLOR

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NOT RECORDED AT THE OFFICE OF THE CLERK OF THE SUPREME COURT OF THE STATE OF TEXAS

WITHDRAWING CLASS A LIMITED PARTNER

OKOA, INC. PROFIT SHARING PLAN

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: _____
Name: _____
Title: _____

CLASS B LIMITED PARTNER

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

RICHARD W. GUSHMAN, II

CLASS C LIMITED PARTNERS

RICHARD W. GUSHMAN, II REVOCABLE TRUST

Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

By: _____
Richard W. Gushman, II, Trustee

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THOMAS M. TAYLOR

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700 Bishop Street
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By: _____
Name: _____
Title: _____

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700 Bishop Street
Honolulu, Hawaii 96813

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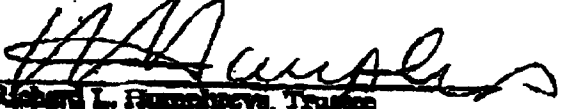


THOMAS M. TAYLOR

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Suite 200, Amfac Bldg.
700 Bishop Street
Honolulu, Hawaii 96813

RICHARD L. HUMPHREYS REVOCABLE
LIVING TRUST

By: 
Richard L. Humphreys, Trustee

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