

STATE'S COPY

Name: PENELOPE LEFAUCHEUR

Address: 8830 CALLAGHAN RD, SAN ANTONIO, TX 78230-4418

Complainant: John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider, and Kathleen King

CoDefendants:

Offense Code/Charge: 260218 - MISAPP FIDUC/FIN INSTIT OVER \$200,000

GJ: 503241

PH Court:

Court #: 144th

JN #: 1392421-1

SID #:942653

Cause #:

Witness: State's Attorney

2010 - CR - 0439A

FILED	
O'CLOCK _____ M	
JAN 20 2010	
MARGARET G. MONTEMAYOR	
DISTRICT CLERK	
BEXAR COUNTY, TEXAS	
BY: <i>Dolores Chavez</i>	<i>Chavez</i>
DEPUTY	

TRUE BILL OF INDICTMENT

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS, the Grand Jury of Bexar County, State of Texas, duly organized, empanelled and sworn as such at the January term, A.D., 2010, of the 226th Judicial District Court of said County, in said Court, at said term, do present in and to said Court that in the County and State aforesaid, and anterior to the presentment of this indictment:

COUNT I - Misapplication of Fiduciary Duty

on or about the 1st day of June, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of Two Hundred Thousand Dollars (\$200,000.00) or more, that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider, and Kathleen King, the owners of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT II -- Moua misapplication

on or about the 1st day of June, 2007, through on or about the 15th Day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapplied property, namely: lawful currency of the United States of America, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved a substantial risk of loss of the property to John

Moua, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT III – Musgray misapplication

on or about the 21st day of June, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Jeffrey Musgray, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT IV – Diaz misapplication

on or about the 29th day of June, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Ron Diaz, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT V – Fuentes misapplication

on or about the 12th day of July, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Robert Fuentes and Arlene Fuentes, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT VI – Calderon misapplication

on or about the 6th day of August, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Carlos

Calderon, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT VII – Bissell misapplication

on or about the 30th day of October, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of Twenty Thousand Dollars (\$20,000.00) or more but less than One Hundred Thousand Dollars (\$100,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Jacquelyn Bissell and Charles Bissell, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT VIII – Smothermon misapplication

on or about the 17th day of December, 2007, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity, contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Jack Smothermon, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT IX – Crider and King misapplication

on or about the 20th day of February, 2008, through on or about the 15th day of April, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally, knowingly, or recklessly misapply property namely: lawful currency of the United States of America, having an aggregate value of One Hundred Thousand Dollars (\$100,000.00) or more but less than Two Hundred Thousand Dollars (\$200,000.00), that the defendant held as a fiduciary or as a person acting in a fiduciary capacity contrary to an agreement under which the defendant held the property, and in a manner that involved substantial risk of loss of the property to Deborah Crider and Kathleen King, the owner of said property, and the person for whose benefit the property was held, by using the money for personal expenses, other entities, and mortgage debt, which were contrary to what was agreed to and represented by defendant, and all of the amounts alleged were misapplied pursuant to one scheme or continuing course of conduct;

COUNT X – Securing Execution of Document by Deception

on or about the 30th day of May, 2007 to on or about the 21st day of March, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause John

Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King to sign or execute documents, namely, Limited Partnership Agreements and a wire transfer, affecting pecuniary interest of John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, having an aggregate value of Two Hundred Thousand Dollars (\$200,000.00) or more, and all alleged amounts were obtained pursuant to one scheme or continuing course of conduct;

COUNT XI – Moua document

on or about the 30th Day of May, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm John Moua, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause John Moua to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of John Moua, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XII – Musgray document

on or about the 15th Day of June, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Jeffrey Musgray, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Jeffrey Musgray to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of Jeffrey Musgray, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XIII – Diaz document

on or about the 24th Day of June, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Ron Diaz, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Ron Diaz to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of Ron Diaz, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XIV – Fuentes document

on or about the 30th Day of July, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Robert Fuentes and Arlene Fuentes, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Robert Fuentes to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of Robert Fuentes and Arlene Fuentes, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XV – Calderon document

on or about the 21st Day of March, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Carlos Calderon, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership

interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Carlos Calderon to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interests of Carlos Calderon, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XVI – Bissell document

on or about the 26th Day of October, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Jacquelyn Bissell and Charles Bissell, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Jacquelyn Bissell and Charles Bissell to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interests of Jacquelyn Bissell and Charles Bissell, having a value of Twenty Thousand Dollars (\$20,000.00) or more but less than One Hundred Thousand Dollars (\$100,000.00);

COUNT XVII – Smothermon document

on or about the 18th Day of November, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Jack Smothermon, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Jack Smothermon to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of Jack Smothermon, having a value of Twenty Thousand Dollars (\$20,000.00) or more but less than One Hundred Thousand Dollars (\$100,000.00);

COUNT XVIII – Crider & King document

on or about the 18th Day of February, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Deborah Crider and Kathleen King, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the Limited Partnership was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Deborah Crider and Kathleen King to sign or execute a document, namely, Limited Partnership Agreement, affecting pecuniary interest of Deborah Crider and Kathleen King, having a value of One Thousand, Five Hundred Dollars (\$1,500.00) or more but less than Twenty Thousand Dollars (\$20,000.00);

COUNT XIX – Crider Document

on or about the 20th Day of February, 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, with intent to defraud or harm Deborah Crider, by deception, to-wit: failing to disclose that defendant did not have any ownership in Hot Tin Roof Restaurant, that the HTR Holding Company was for an entity with no ownership interest in Hot Tin Roof Restaurant, and that investor funds were being used for personal expenses and mortgages, did cause Deborah Crider to sign or execute a document, namely, Authorization To Wire Funds, affecting pecuniary interest of Deborah Crider, having a value of One Hundred Thousand Dollars (\$100,000.00) or more but less than Two Hundred Thousand Dollars (\$200,000.00);

COUNT XX – Securities Fraud

on or about the 30th day of May, A.D. 2007, through on or about 20th day of February, A.D. 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally or knowingly offer and sell to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack

Smothermon, Deborah Crider and Kathleen King, a security, to-wit: Limited Partnerships and certificates of shares, and the offer and sale to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King of the named security involved an aggregate amount of One Hundred Thousand Dollars (\$100,000) or more, and in connection with the offer and sale to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, the defendant did directly or indirectly, engage in fraud or fraudulent practice by misrepresenting relevant facts, to wit: that defendant had an ownership interest in Hot Tin Roof restaurant, that defendant was offering and selling interest in the Hot Tin Roof Restaurant and instead sold interests in other business entities created by defendant, and that investment funds would be used primarily for the Hot Tin Roof when in fact the funds were used for commercial and home mortgage debt, personal benefit, and for purposes unrelated to the investment, and all of the amounts were obtained under one scheme or continuing course of conduct;

COUNT XXI – not Registered Dealer or Agent

on or about the 30th day of May, A.D. 2007, through on or about 21st day of February, A.D. 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally or knowingly offer and sell to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, a security, to-wit: limited partnerships and certificates of shares, and at the time of the offer and sale to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, the defendant was not a registered dealer or agent in the State of Texas by the Securities Commission of the State of Texas, as is provided by law;

COUNT XXII – Securities not Registered

on or about the 30th day of May, A.D. 2007, through on or about 21st day of February, A.D. 2008, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally or knowingly offer and sell to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, a security, to-wit: limited partnerships and certificates of shares, and said security was issued after September 6th of 1955, and at the time of the offer and sale to John Moua, Jeffrey Musgray, Ron Diaz, Robert and Arlene Fuentes, Carlos Calderon, Jacquelyn and Charles Bissell, Jack Smothermon, Deborah Crider and Kathleen King, the named security had not been registered or granted a permit as provided by law, in that the named security was not registered by notification by and with the Securities Commissioner of the State of Texas, and the named security was not registered by coordination by and with the Securities Commissioner of the State of Texas, and no permit for the sale of said security had been granted by the Securities Commission of the State of Texas;

COUNT XXIII – False Written Statement to Obtain Property

on or about the 30 day of May, 2007, through on or about the 30th day of October, 2007, PENELOPE LEFAUCHEUR, hereinafter referred to as defendant, did intentionally or knowingly make a materially false or misleading written statement to John Moua, Jeffrey Musgray, Ron Diaz, Jacquelyn Bissell and Charles Bissell, to wit: in a partnership agreement, namely: Alamo SA HTR LP, that a partnership was established with each investor, solely, and that the investor's ownership interest was five or ten percent; the partnership agreements were made with the intent to obtain property, namely, lawful currency of the United States of America, which had a value of Twenty Thousand Dollars (\$20,000.00) or more but less than One Hundred Thousand Dollars (\$100,000.00) for defendant, and all amounts were obtained pursuant to one scheme or continuing course of conduct;

COUNT XXIV – Cease and Desist Order Moua

on or about the 1st day of June, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to John Moua;

COUNT XXV – Cease and Desist Order Musgray

on or about the 21st day of June, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Jeffrey Musgray;

COUNT XXVI – Cease and Desist Order Diaz

on or about the 29th day of June, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Ron Diaz;

COUNT XXVII – Cease and Desist Order Fuentes

on or about the 12th day of July, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Robert Fuentes and Arlene Fuentes;

COUNT XXVIII – Cease and Desist Order Calderon

on or about the 6th day of August, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Carlos Calderon;

COUNT XXIX – Cease and Desist Order Bissell

on or about the 30th day of October, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Jacquelyn Bissell and Charles Bissell;

COUNT XXX – Cease and Desist Order Smothermon

on or about the 17th day of December, 2007, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Jack Smothermon;

COUNT XXXI – Cease and Desist Order King & Crider

on or about the 20th day of February, 2008, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Kathleen King and Deborah Crider;

COUNT XXXII – Cease and Desist Order Crider

on or about the 21st day of March, 2008, PENELOPE LEFAUCHEUR, hereinafter hereinafter referred to as defendant, knowingly violated a cease and desist order issued by the Commissioner of the Texas State Securities Board, on June 6, 1990, titled in the matter of the Prohibition of the Sale of Securities by Genevieve Hayden Kite; Jacqueline P. Lefaucheur; Landmark Travel International, Inc.; Landmark Travel International – New Braunfels, Inc.; Landmark Travel International S.A., Inc.; and Landmark Travel International – Austin, Inc., Order No. CD-869; by offering and selling securities, to wit: limited partnerships and shareholder interests, to Deborah Crider;

AGAINST THE PEACE AND DIGNITY OF THE STATE.

Foreman of the Grand Jury