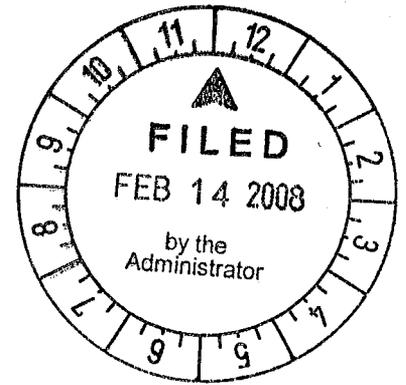


STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
FIRST NATIONAL CENTER, SUITE 860
120 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Jasper E. Bidy IV (CRD No. 3212045), and
Legacy Wealth Management, LLC (CRD No. 133078),

Respondents.

ODS File No. 07-098

FIRST AMENDMENT TO AGREEMENT

This *First Amendment to Agreement* ("Amendment") hereby modifies and amends paragraphs numbered 6 and 10 of the *Agreement*, effective October 10, 2007, between Jasper E. Bidy IV ("Jasper Bidy"), Legacy Wealth Management, LLC ("Legacy") (collectively, "Respondents") and the Administrator ("Administrator") of the Oklahoma Department of Securities ("Department") ("Agreement"), as set forth below.

Paragraph number 6 of the Agreement is amended as follows:

Refund to Clients. Jasper Bidy and/or Legacy shall refund all advisory fees charged in excess of the annualized fee to be charged pursuant to the *Legacy Wealth Management, LLC Investment Advisory Agreement* signed by the respective client, and in excess of the sum of \$1.99, plus an interest rate of 1% compounded quarterly, before **December 31, 2008**. Jasper Bidy and/or Legacy shall refund the amount of \$104,000 within twenty (20) days of the Effective Date of the Agreement. The remainder of the amount owed, equating to \$59,936.97 as of December 31, 2007, shall be paid in monthly installments of at least \$5,000, due on the first day of each month, beginning on March 1, 2008. Jasper Bidy shall submit to the Department documentation showing the dollar amount refunded to each client and copies of the checks or other instruments used to make the refunds, within ten (10) days of making such refunds. Jasper Bidy shall also provide to the Department copies of the bank statements of Legacy or website printouts, showing the corresponding debits from Legacy's bank account.

Paragraph number 10 of the Agreement is amended as follows:

Failure to Comply. If Legacy and/or Jasper Bidy fail to comply with the terms set forth above in paragraph 6 of the Agreement, Jasper Bidy must pay a civil penalty to the Department in the amount of \$100 for each day that Legacy and/or Jasper Bidy are in non-compliance with such terms, up to a maximum of \$3,000. Jasper Bidy must pay such civil penalty within ten (10) days of being notified by the Department in writing that such civil penalty is due. If Legacy

and/or Jasper Bidy are in non-compliance with the terms set forth above in paragraph 6 for sixty (60) or more consecutive days, this Agreement shall be deemed null and void with respect to Jasper Bidy, and the parties shall proceed to hearing on the recommendation to revoke Jasper Bidy's registration. Jasper Bidy's registration shall remain suspended until a final determination on the revocation. If Jasper Bidy fails to pay the deferred civil penalty in accordance with the terms set forth in paragraph 7 of the Agreement, his application for registration shall be deemed withdrawn. If Legacy and/or Jasper Bidy fail to comply with the Agreement in any other material respect, the Administrator shall proceed against Respondents as authorized by law.

This Amendment shall be effective as of the date on which it is executed by the Administrator as set forth below his signature hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year set forth below their signatures hereto.

LEGACY WEALTH MANAGEMENT, LLC

By: Jasper Bidy
Title: President/CEO
Date: 2/9/08

JASPER E. BIDDY IV

Jasper Bidy
Date: 2/9/08
Address: 17520 Charter Pines Drive
Monument, CO 80132

OKLAHOMA DEPARTMENT OF SECURITIES

By: Irving L. Faught
Irving L. Faught, Administrator
Date: February 14, 2008