

Licensee Mata is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein. The Receiver also requests that the Court dismiss the claims against Defendant Mata with prejudice.

Licensees Michael Eastham and Fellowship Financial, LLC are also Third-Party Defendants in the above-styled and numbered cause that have been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein.

Licensees Razor Financial Services, LLC, James Ikey and Bridy Ikey are also Third-Party Defendants in the above-styled and numbered cause that have been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein.

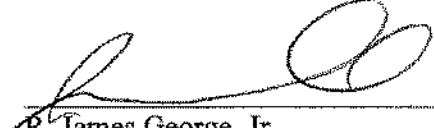
This Court previously approved a contingency fee for the Receiver's counsel with respect to these claims. A settlement statement showing the gross recovery, the amount of attorneys' fees, expenses, and the net proceeds payable to the Receiver is included immediately behind each settlement agreement. In summary, the fees are 37.5% for each settlement involving a cash payment.

Each settlement is contingent upon the approval of this Court.

PRAYER

The Receiver prays that the Court approve the attached settlement and the distribution of the proceeds and request such other and further relief to which he may be justly entitled.

Respectfully submitted,



R. James George, Jr.
State Bar No. 07810000
John W. Thomas

State Bar No. 19856425
John R. McConnell
State Bar No. 24053351
George, Brothers, Kincaid & Horton, L.L.P
114 W Seventh, Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 499-0094

ATTORNEYS FOR RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record herein by:

- U.S. Mail, First Class (as to Ackels, Lanahan, Williams, and D'Agostino only)
- Certified Mail (return receipt requested)
- Facsimile
- Federal Express Delivery
- Hand Delivery
- Electronic Service

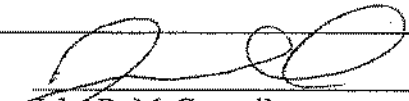
on this the 12th day of March, 2013, to wit:

<p>Geoffrey D. Weisbart Mia L. Storm WEISBART SPRINGER HAYES, LLP 212 Lavaca Street, Suite 200 Austin, Texas 78701 (512) 652-5780 (512) 682-2074 fax gweisbart@wshllp.com madams@wshllp.com jblair@wshllp.com COUNSEL FOR THE CAIN INTERVENORS</p>	<p>Jack Hohengarten TEXAS ATTORNEY GENERAL Financial and Tax Litigation Division 300 W. 15th Street, Sixth Floor Austin, Texas 78711-2548 (512) 475-3503 (512) 477-2348 fax jack.hohengarten@texasattorneygeneral.gov COUNSEL FOR THE STATE OF TEXAS</p>
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<p>Eric J. Taube HOHMANN TAUBE & SUMMERS, LLP 100 Congress Avenue, Suite 1800 Austin, Texas 78701 (512) 472-5997 (512) 472-5248 fax erict@hts-law.com COUNSEL FOR THE O'NEILL INTERVENORS</p>	<p>Daniel R. Richards Tonia L. Lucio Clark Richards RICHARDS RODRIGUEZ & SKEITH, LLP 816 Congress Avenue, Suite 1200 Austin, Texas 78701 (512) 476-0005 (512) 476-1513 fax drichards@rrsfirm.com tlucio@rrsfirm.com crichards@rrsfirm.com ATTORNEYS FOR BAKER INTERVENORS</p>
<p>Scott F. Deshazo Thomas A. Nesbitt Rachel L. Noffke DESHAZO & NESBITT, L.L.P. 809 West Avenue Austin, Texas 78701 (512) 617-5560 (512) 617-5563 fax sdeshazo@deshazonesbitt.com tnesbitt@deshazonesbitt.com rnoffke@deshazonesbitt.com ATTORNEYS FOR GIST INTERVENORS</p>	<p>David and Elizabeth Gray 4559 E. 107th Street Tulsa, Oklahoma 74137 (301) 512-4131 esogray72@gmail.com PRO SE THIRD PARTY DEFENDANT</p>
<p>Richard H. Gray Catherine Gray 301 Main Plaza, #349 New Braunfels, Texas 78130 (210) 392-3550 legalfoodfight@yahoo.com PRO SE DEFENDANTS</p>	<p>Gerrit M. Pronske Rakhee V. Patel Melanie Goolsby PRONSKE & PATEL, P.C. 2200 Ross Avenue, Suite 5350 Dallas, Texas 75201 (214) 658-6500 (214) 658-6509 fax gpronske@pronskepatel.com rpatel@pronskepatel.com mgoolsby@pronskepatel.com SPECIAL COUNSEL FOR MIKE BESTE</p>

<p>Robert L. Wright ROBERT L. WRIGHT, P.C. 612 Eighth Avenue Fort Worth, Texas 76104 (817) 850-0082 (817) 870-9101 fax rwright@rlwpc.com COUNSEL FOR THIRD PARTY DEFENDANTS POE, GIVILANCZ, RICE, SENIOR RETIREMENT PLANNERS, IKEY, RAZOR FINANCIAL SERVICES, AHLERS, PACHACEK, CORNETT, PC&S, NICHE INVESTMENTS, SANSING, LIGHTHOUSE, NG, FRANCO, ALTERNATIVE SOLUTIONS INSURANCE, CHICK, WESTON, SKIJS, MILKS, MILKS & MILKS AND MARK SMITH</p>	<p>Bogdan Rentea RENTEA & ASSOCIATES 1002 Rio Grande Street Austin, Texas 78701 (512) 472-6291 (512) 472-6278 brente@rentealaw.com nleake@rentealaw.com COUNSEL FOR WENDY ROGERS AND THIRD PARTY DEFENDANTS COLEMAN, GALLAGHER, FEEKEN, GALLAGHER FINANCIAL, HARTMAN, CASTELLANO, CERVENKA, FFLLC, EASTHAM, GLOBAL DIRECT, SHIELDS, ESTATE PROTECTION PLANNING CORPORATION, MAGARACI, MARCO LOPEZ, REID THORBURN, THORBURN TRUST, YOUNG, CREATIVE WEALTH DESIGNS, CHADWICK, WOODS, DAVIDSON, SECURED FINANCIAL STRATEGIES, LLC, AND THORBURN FINANCIAL SERVICES</p>
<p>Noreen Cabrera BAUGH DALTON CARLSTON & RYAN, LLC 717 North Harwood Street, Suite 2400 Dallas, Texas 75201 (214) 382-2562 (214) 382-2561 fax ncabrera@baughdaltonlaw.com COUNSEL FOR THIRD PARTY DEFENDANT TONY ADKISON</p>	<p>David R. Clouston Christopher R. Richie Leslye E. Moseley SESSIONS FISHMAN NATHAN & ISRAEL LLC 900 Jackson Street, Suite 440 Dallas, Texas 75202 (214) 741-3001 (214) 741-3055 fax dclouston@sessions-law.biz criche@sessions-law.biz lmoseley@sessions-law.biz COUNSEL FOR THIRD PARTY DEFENDANTS LEVIN AND SCHROEDER</p>
<p>Alexander S. Roig ALLEN & ROIG, LLP 3003 N.W. Loop 410 San Antonio, Texas 78230 (210) 377-2529 (210) 240-1346 fax allenroig@sbcglobal.net COUNSEL FOR THIRD PARTY DEFENDANTS SENIOR TEXAS ESTATE PLANNING SERVICES, WILLIAM EVANS, RICHARD EVANS AND DON WISSNER</p>	<p>James Craig Orr, Jr. HEYGOOD, ORR & PEARSON 2331 W. Northwest Highway, 2nd Floor Dallas, Texas 75220 (214) 237-9001 (214) 237-9002 fax jim@hop-law.com COUNSEL FOR THIRD PARTY DEFENDANTS JAMES CRAIG ORR, JERRY NEAL ORR, JOHN REAGAN AND FREDERICK RUST</p>

<p>Todd A. Marquardt MARQUARDT LAW FIRM 11919 Jones Maltsberger San Antonio, Texas 78216 (210) 320-8800 (210) 247-9396 fax todd@marquardtlawfirm.com COUNSEL FOR THIRD PARTY DEFENDANT JAMES STRIZAK</p>	<p>Barry A. Chasnoff McLean Pena Clayton Matheson AKIN GUMP STRAUSS HAUER & FELD LLP 300 Convent Street, Suite 1500 San Antonio, Texas 78205 (210) 281-7000 (210) 224-2035 fax bchasnoff@akingump.com mpena@akingump.com cmatheson@akingump.com ATTORNEYS FOR SOCIETY AND CORPORATION OF LLOYD'S</p>
<p>Sam L. Hensley P.O. Box 155 2415 Hwy 16N Bandera, Texas 78003 (830) 796-8247 sam.hensley@sbcglobal.net PRO SE</p>	<p>Merritt N. Spencer STRASBURGER & PRICE, LLP 720 Brazos Street, Suite 700 Austin, Texas 78701-2974 (512) 499-3600 (512) 499-3660 fax merritt.spencer@strasburger.com ATTORNEYS FOR THIRD PARTY DEFENDANT SEARLE</p>
<p>Cleveland R. Burke HOHMANN TAUBE & SUMMERS, LLP 100 Congress Avenue, 18th Floor Austin, Texas 78701 (512) 472-5997 (512) 472-5248 fax cleveb@hts-law.com ATTORNEY FOR JAMES AND CAROL BELLO</p>	<p>Jeff Mejia 2609 Gabrianna Court Columbia, Missouri 65203 (913) 208-4884 jeffmejia@yahoo.com PRO SE</p> <p>Katie Hensley 160 Stephen Ct. Kyle, Texas 78640 (512) 268-0182 (512) 922-3085 cell Kjhensley2010@gmail.com PRO SE</p>
<p>Andrew D'Agostino Harvest Planning, LLC 41 Brook Street West Sayville, New York 11796 PRO SE</p>	<p>Byron Tyghe Williams P.O. Box 88 Mentor, Ohio 44061-0088 (440) 209-9977 PRO SE</p>
<p>Gary J. Lenahan 228 Crawford Street Beckley, West Virginia 25801 PRO SE</p>	


John R. McConnell

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
Receiver,	§	
v.	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	
Defendants,	§	TRAVIS COUNTY, TEXAS
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	
Third-Party Defendants	§	126 th JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Receiver") and David Mata, whose address is 3409 Carol Ann Drive, Austin, Texas 78723 ("Defendant").

WHEREAS, Receiver asserted claims against Defendant in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* ("the Lawsuit") making claims for, among other things, indemnity, illegally selling unregistered securities, aiding and abetting the illegal sale of unregistered securities by others, and for conspiring with and aiding and abetting the officers of Retirement Value in breaching their fiduciary duties to Retirement Value; and

WHEREAS, Defendant denies having any liability for those claims; and

WHEREAS, the parties desire to avoid further litigation, preparation and expense; to terminate all past, present and potential controversies between the parties; and to compromise and settle all the parties' differences of any type, including but not limited to those asserted in the Lawsuit; and

WHEREAS, Receiver and Defendant have agreed to resolve all claims that they have or may have against each other, including, but not limited to, the claims which were or could have been asserted in the Lawsuit, without admission by any party of the merits of the claims, demands, charges, and/or contentions of the others; and

WHEREAS, Receiver and Defendant covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim which they have against each other, other than to their attorneys of record, and further warrant that the undersigned are authorized to act in the capacities indicated:



NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compromise, release, settlement, accord and satisfaction, and discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Defendant agrees to pay Receiver **\$679.00**. The payment shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Receiver, John Thomas at George & Brothers, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. George & Brothers, LLP will hold the money in its trust account until the court supervising the Retirement Value receivership has approved this settlement. Once that settlement is approved, George & Brothers, LLP will send Defendant a copy of the court order approving the settlement to the address above and distribute the money in the manner approved by the court.
2. Agreement to Cooperate: Defendant agrees to fully and completely cooperate, without reservation or claim of privilege, with Receiver and his attorneys in connection with any investigation they may be conducting or any lawsuit they may have filed or will file concerning Retirement Value or the events described in the Lawsuit. This cooperation includes, but is not limited to, producing any physical or electronic documents, tape recordings (whether in their possession or subject to their control) or other evidence concerning any such matters, answering questions, and giving testimony. Defendant represents that Defendant has produced all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Receiver, John Thomas at George & Brothers, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701, jthomas@georgeandbrothers.com.
3. Mutual Releases.
 - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the release and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, **RELEASE, ACQUIT AND FOREVER DISCHARGE** Defendant and his heirs, successors and assigns ("Defendant Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Defendant arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

B. In return for the release and other good and valuable consideration, Defendant, for himself and his respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Defendant has or has ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

C. Receiver and Defendant further fully, completely, and unconditionally release and forever discharge the Defendant Released Parties and the Receiver Released Parties from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Defendant's intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Defendant expressly understand and agree that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement, and Receiver and Defendant shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Other Proceedings and Dismissal. Receiver and Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Defendant and Receiver each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein. Receiver agrees to present the court with an agreed order dismissing the Lawsuit against Defendant with prejudice and with costs taxed against the party incurring same.
5. Non-Admission. Receiver and Defendant agree that this Agreement is a compromise settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.

6. DEFENSE AND INDEMNITY. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Defendant, likewise, agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Defendant and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Defendant warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this paragraph. The right to indemnity in this paragraph is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the monetary consideration actually paid by Defendant pursuant to paragraph 1 above.
7. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
8. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
9. Separability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.
10. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or

termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.

12. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of Defendant's or Receiver's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Defendant and Receiver agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Defendant and Receiver acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.
13. Other Acknowledgments. Receiver and Defendant, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.
14. Valid Consideration. Receiver and Defendant each agree that this Agreement is supported by good, valuable, and sufficient consideration.
15. Change of Facts. Receiver and Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different form than, the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Receiver and Defendant expressly accept and assume the risk of the facts proving to be so different, and each of the them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.

16. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

Date: 9-20-2012

David Mata
David Mata, Defendant

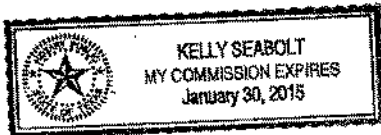
THE STATE OF Texas §

COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared David Mata, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of September 2012.

Kelly Seabolt
Notary Public, The State of Texas

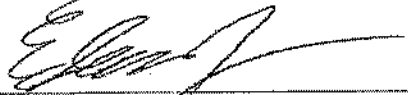


SETTLEMENT STATEMENT

Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Licensee **David Mata** shall be disbursed as follows:

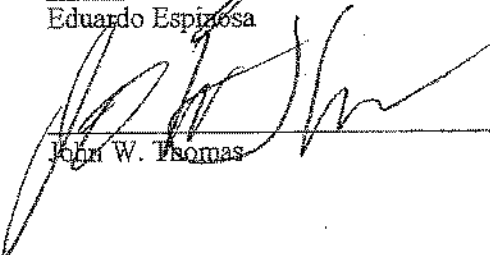
TOTAL SETTLEMENT:	\$679.00
LESS:	
ATTORNEYS' FEES (37.5%)	\$254.63
NET PROCEEDS TO CLIENTS:	\$424.37

Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



Eduardo Espinosa

9/27/12
Date



John W. Thomas

3/5/13
Date

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
v.	§	
	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	TRAVIS COUNTY, TEXAS
<i>Defendants,</i>	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	126 th JUDICIAL DISTRICT
<i>Third-Party Defendants</i>	§	

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Plaintiff" or "Receiver") and third party defendants Michael Eastham and Fellowship Financial LLC, whose address is 393 Center Point Circle #1461, Altamonte Springs, Florida 32701 ("Third Party Defendants").

WHEREAS, Plaintiff asserted various claims against Third Party Defendants in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* ("the Lawsuit");

WHEREAS, Third Party Defendants deny having any liability for those claims; and

WHEREAS, the parties desire to avoid further litigation, preparation and expense; to terminate all past, present and potential controversies between the parties; and to compromise and settle all the parties' differences of any type; including but not limited to those asserted in the Lawsuit; and

WHEREAS, Plaintiff and Third Party Defendants have agreed to resolve all claims that they have or may have against each other, including, but not limited to, the claims which were or could have been asserted in the Lawsuit, without admission by any party of the merits of the claims, demands, charges, and/or contentions of the others; and

WHEREAS, Plaintiff and Third Party Defendants covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim which they have against each other, other than to their attorneys of record, and further warrant that the undersigned are authorized to act in the capacities indicated;

NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compromise, release, settlement, accord and satisfaction, and



respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agree to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Third Party Defendants have or have ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

C. Receiver and Third Party Defendants completely and unconditionally release and forever discharge the Defendant Released Parties and the Receiver Released Parties, respectively, from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Third Party Defendants' intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Third Party Defendants expressly understand and agree that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendants shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendants shall execute an Agreed Judgment, attached as Exhibit A, that shall be held by the attorneys for the Receiver and not entered until and unless Third Party Defendants fail to make the payments promised in Section 1, above. In the event Third Party Defendants fail to make the payments promised in Section 1, or any of them, on or before the dates provided in Section 1, the Receiver shall be entitled to immediately submit the Agreed Judgment for the court's signature and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendants also agree to take whatever steps necessary to cause the Agreed Judgment to be entered in the event payments are not timely made pursuant to Section 1. Upon failure to make the payments promised in Section 1, only the Agreed Judgment shall be entered as described herein; the rest of the allegations in the lawsuit shall not be revived. Upon full payment, the Receiver shall file a notice of non-suit as to Third Party Defendants with prejudice and return to them the original and all copies of the Agreed Judgment.
5. Default Judgment. This Agreement is expressly conditioned on the Receiver obtaining a default judgment against Defendant Terry Pipenhagen.

6. Other Proceedings. Plaintiff and Third Party Defendants hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Third Party Defendants and Plaintiff each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein.
7. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver within three (3) days of court approval of this settlement.
8. Non-Admission. Plaintiff and Third Party Defendants agree that this Agreement is a compromise settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.
9. Defense And Indemnity. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Third Party Defendants, likewise, agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Third Party Defendants and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Third Party Defendants warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this Section. The right to indemnity in this Section is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Third Party Defendants pursuant to Section 1 above.
10. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
11. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.

17. Valid Consideration. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
18. Change of Facts. Plaintiff and Third Party Defendants understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different form than, the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Plaintiff and Third Party Defendants expressly accept and assume the risk of the facts proving to be so different, and each of the them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.
19. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

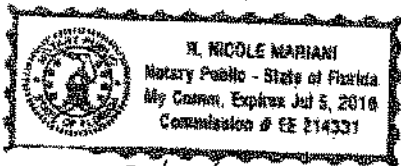
Date: 3/12/13

[Signature]
Michael Eastham

THE STATE OF Florida
COUNTY OF Seminole

BEFORE ME, the undersigned authority, on this day personally appeared Michael Eastham, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of March 2013.



Date: 3/12/13

[Signature]
Notary Public, the State of Florida

[Signature]
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value LLC

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Eduardo S. Espinosa known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of March 2013.



[Signature]
Notary Public, the State of Texas

EXHIBIT A

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
RETIREMENT VALUE, LLC,	§	
<i>ET AL,</i>	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET AL</i>	§	
<i>Third-Party Defendants</i>	§	126 th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS FELLOWSHIP
FINANCIAL LLC AND MICHAEL EASTHAM

On this date, the referenced cause came on for the Court's consideration. The Court, having considered the pleadings and evidence on file, including the settlement agreement executed between Third Party Defendants Fellowship Financial, LLC and Michael Eastham ("Certain Defendants") and Eduardo S. Espinosa, in his capacity as the Receiver of Retirement Value, LLC ("Receiver") and the Court's previous approval of the settlement; and noting the agreement of counsel for Certain Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Certain Defendants.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Certain Defendants, jointly and severally, in the amount of \$75,000, less credit for any settlement funds already received. This amount shall bear prejudgment interest at 5.00% from August 12, 2011 until today and post-judgment interest at 5.00%, compounded annually, from today until paid.

It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Certain Defendants, jointly and severally, attorneys' fees in the amount of \$28,125 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00%, compounded annually, until paid.

This judgment does not dispose of all claims and parties in the above-styled cause, but finally disposes of all claims between the Receiver and Certain Defendants as defined herein and is appealable upon severance.

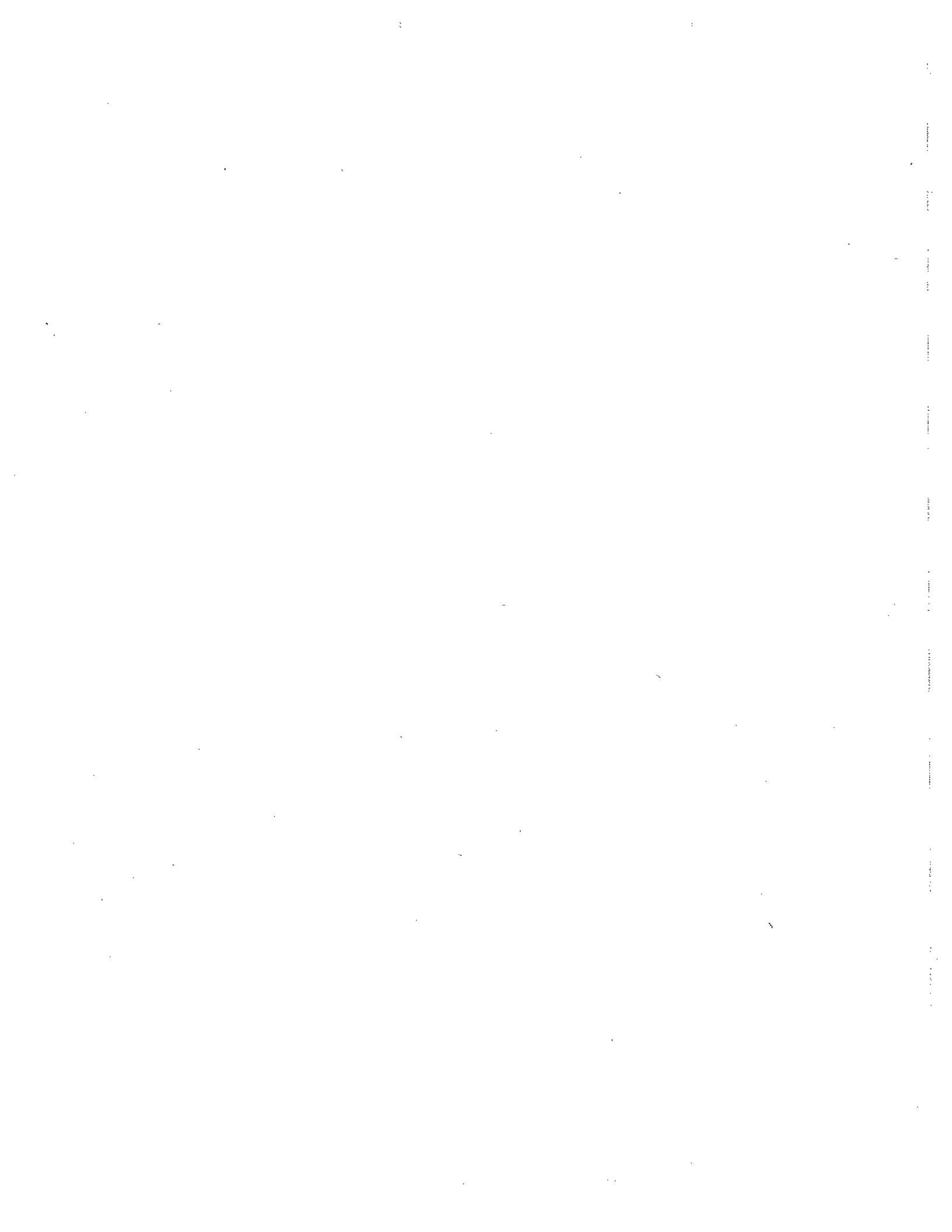
Signed this ____ day of _____, 201__.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

R. James George, Jr.
State Bar No. 07810000
John W. Thomas
State Bar No. 19856425
John R. McConnell
State Bar No. 24053351
GEORGE BROTHERS KINCAID & HORTON, LLP
114 W. 7th St., Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 499-0094
ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA

Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brentea@rentelaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANT'S
MICHAEL EASTHAM AND FELLOWSHIP FINANCIAL, LLC

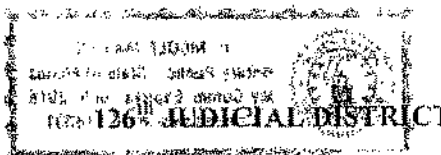


STATE OF TEXAS,
Plaintiff,
v.
RETIREMENT VALUE, LLC, ET AL,
Defendants,
AND
JAMES SETTLEMENT SERVICES, LLC,
ET AL
Third-Party Defendants

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS



AFFIDAVIT OF MICHAEL EASTHAM


THE STATE OF Florida §
COUNTY OF Seminole §

Before me, the undersigned authority personally appeared Michael Eastham, who, being by me duly sworn, deposed as follows:

"My name is Michael Eastham, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated and they are true and correct based on my personal knowledge.

I am the Manager Member of Fellowship Financial, LLC. Terry Pipenhagen was a 50% owner of Fellowship Financial from July, 2008 to September 2009. Net profits of Fellowship Financial, LLC were distributed by percentage of ownership with 50% going to Terry Pipenhagen.

Further affiant sayeth not.


Michael Eastham

THE STATE OF Florida
COUNTY OF Seminole

§
§
§

SWORN TO AND SUBSCRIBED before me on the 12 day of March, 2015.



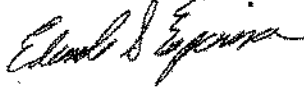
Nicole Mariani
Notary Public, State of Florida
My commission expires: 7/5/16

SETTLEMENT STATEMENT

Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Licensee **Michael Eastham and Fellowship Financial LLC** shall be disbursed as follows:

TOTAL SETTLEMENT:	\$ 25,000.00
LESS:	
ATTORNEYS' FEES (37.5):	\$ 9,375.00
NET PROCEEDS TO CLIENT:	\$ 15,625.00

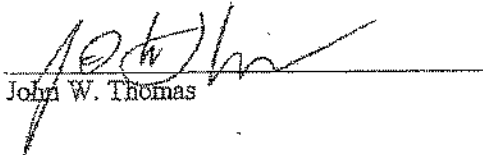
Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



Eduardo Espinosa

Date

3/6/13



John W. Thomas

Date

3/5/13

event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

B. In return for the Receiver's release, as set forth in Section 3.A hereof, and other good and valuable consideration, Third Party Defendants, for themselves and their respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agree to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Third Party Defendants have or have ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

C. Receiver and Third Party Defendants completely and unconditionally release and forever discharge the Defendant Released Parties and the Receiver Released Parties, respectively, from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Third Party Defendants' intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Third Party Defendants expressly understand and agree that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement, and Receiver and Third Party Defendants shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendants shall execute an Agreed Judgment, attached as Exhibit A, that shall be held by the attorneys for the Receiver and not entered until and unless Third Party Defendants fail to make the payments promised in paragraph 1, above. In the event Third Party Defendants fail to make the payments promised in paragraph 1, or any of them, on or before the dates provided in paragraph 1, the Receiver shall be entitled to immediately submit the Agreed Judgment for the court's signature and take whatever other steps necessary to finalize the judgment. Third Party Defendants also agree to take whatever steps necessary to cause the Agreed Judgment to be entered in the event payments are not timely made pursuant to paragraph 1.
5. Other Proceedings. Plaintiff and Third Party Defendants hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or

shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.

12. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
13. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
14. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of the Third Party Defendants or Plaintiff's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendants and Plaintiff agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Third Party Defendants and Plaintiff acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.
15. Other Acknowledgments. Plaintiff and Third Party Defendants, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based

upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.

16. Valid Consideration. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
17. Change of Facts. Plaintiff and Third Party Defendants understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different form than, the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Plaintiff and Third Party Defendants expressly accept and assume the risk of the facts proving to be so different, and each of the them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.
18. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

Razer Financial Services, LLC

Date: _____

By: [Signature]
Its: _____

THE STATE OF Texas
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared James Key, a duly authorized representative of Razer Financial Services, LLC, and known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2013.



[Signature]
Notary Public, The State of Texas

SETTLEMENT STATEMENT

Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Licensee **Razor Financial Services, LLC, James Ikey and Bridy Ikey** shall be disbursed as follows:

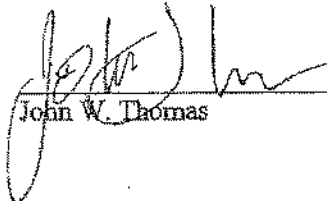
TOTAL SETTLEMENT:	\$142,620.00
LESS:	
ATTORNEYS' FEES (37.5):	\$ 53,482.50
NET PROCEEDS TO CLIENT:	\$ 89,137.50

Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



Eduardo Espinosa

3/6/13
Date



John W. Thomas

3/5/13
Date

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,

Defendants,

AND

JAMES SETTLEMENT SERVICES, LLC,
ET AL.

Third-Party Defendants

§ IN THE DISTRICT COURT OF
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TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS RAZOR FINANCIAL SERVICES, LLC, JAMES IKEY, AND BRIDY IKEY

On this date, the referenced cause came on for the Court's consideration. The Court, having considered the pleadings and evidence on file, including the settlement agreement executed between Third Party Defendants Razor Financial Services, LLC, James Ikey, and Bridy Ikey ("Certain Defendants") and Eduardo S. Espinosa, in his capacity as the Receiver of Retirement Value, LLC ("Receiver") and the Court's previous approval of the settlement; and noting the agreement of counsel for Certain Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Certain Defendants.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Certain Defendants in the amount of \$167,788.72, less credit for any settlement funds already received. This amount shall bear prejudgment at 5.00% from August 12, 2011 until today and post-judgment interest at 5.00% from today until paid.

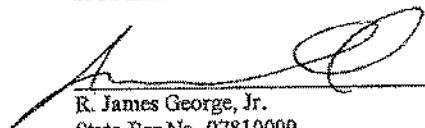
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Certain Defendants attorneys' fees in the amount of \$62,920.77 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00% until paid.

This judgment does not dispose of all claims and parties in the above-styled cause, but finally disposes of all claims between the Receiver and Certain Defendants as defined herein and is appealable upon severance.


Signed this ____ day of _____, 201__.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:


R. James George, Jr.
State Bar No. 07810000
John W. Thomas
State Bar No. 19856425
John R. McCormell
State Bar No. 24053351
GEORGE BROTHERS KINCAID & HORTON, LLP
114 W. 7th St., Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 499-0094

ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA


Robert L. Wright
ROBERT L. WRIGHT, P.C.
612 Eighth Avenue
Fort Worth, Texas 76104
(817) 850-0082
(817) 870-9101 fax
rwright@rlwpc.com

ATTORNEY FOR THIRD-PARTY DEFENDANTS
RAZOR FINANCIAL SERVICES, LLC, JAMES IKEY
AND BRIDY IKEY

