

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	§	
	§	
KIESLING, PORTER, KIESLING	§	
& FREE, P.C.,	§	
<i>Relief Defendants,</i>	§	
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES,	§	
LLC, <i>ET AL.,</i>	§	
<i>Third-Party Defendants,</i>	§	126 th JUDICIAL DISTRICT
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES,	§	
LLC, <i>ET AL.,</i>	§	
<i>Third-Party Plaintiffs,</i>	§	
	§	
v.	§	
	§	
EDUARDO S. ESPINOSA, <i>ET AL.,</i>	§	
<i>Third-Party Defendants.</i>	§	

**FINAL AMENDED [PROPOSED] PLAN OF DISTRIBUTION OF CLEAR VIEW
ADVISORS CORPORATION (AKA AND PREVIOUSLY FILED IN ERROR AS
CLEARVIEW ADVISORS LLC) (OR ITS ASSIGNED SPECIAL PURPOSE ENTITY),
FRANK MARLOW AND RICHARD STAFFORD**

TO THE HONORABLE JUDGE OF SAID COURT:

On January 17, 2012, a [Proposed] Plan of Distribution of “Clearview Advisors LLC” was filed with the Court. The original designation of the Plan proponent “Clearview Advisors LLC” was in error, and the accurate designation of the Plan proponent is “Clear View Advisors Corporation.”

Since that date, said Plan of Distribution has been refined and improved, and such Final Amended Plan of Distribution of Clear View Advisors Corporation is now presented to the Court in the form attached hereto and incorporated herein as **Exhibit A**.

Respectfully submitted,

s/ _____
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above pleading has been served on April 2, 2012, as indicated below:

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Feeken

Via the court's e-filing system

s/_____

Miilto Milton G. Hammond

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

STATE OF TEXAS,	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
v.	§	
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RETIREMENT VALUE, LLC, et al.,	§	
<i>Defendants,</i>	§	
AND	§	
	§	
KIESLING, PORTER, KIESLING,	§	TRAVIS COUNTY, TEXAS
& FREE, P.C.,	§	
<i>Relief Defendant,</i>	§	
	§	126 TH JUDICIAL DISTRICT

**AMENDED [PROPOSED] PLAN OF DISTRIBUTION OF CLEAR VIEW
ADVISORS CORPORATION (OR ITS ASSIGNED SPECIAL PURPOSE ENTITY),
FRANK MARLOW AND RICHARD STAFFORD**

After considering the Receiver's Motion to Approve a Plan of Distribution, competing plans that were filed with the Court in connection therewith, along with the evidence presented, the arguments of counsel and applicable Texas law, the Court finds that the following plan of distribution be adopted:

In summary, this Plan proposes to reorganize Retirement Value with the infusion of new financing into the Reorganized Retirement Value in the sum of \$30,000,000. Because of substantially improved market conditions for the purchase of insurance policies since the inception of Retirement Value, the infusion of this new funding in the form of a senior secured loan at a market rate of interest into Retirement Value will approximately double the face amount of existing insurance policies of Retirement Value from \$125,000,000 in face value

to \$330,000,000 in face value, substantially improving the economic strength, stability, vitality and viability of the company and the position of its current investors and general creditors. This Plan proposes to use the strength of the existing pool of policies of Retirement Value, shored up with the newly purchased assets, to form are organized company with proven, experienced and solid management that will be able to pay investors and general creditors a return on their investment and loans that is significantly superior to the Plan that has been proposed by the Receiver (with far less risk to investors), and significantly superior to the current economic viability of the company in the absence of an infusion of new funding.

I. DEFINITIONS

Capitalized terms shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Texas Securities Act or Texas Rules of Civil Procedure, will have the meaning given that term in the Securities Act or Rules, and in that order.

A. Defined Terms

1. “**Administrative Claim**” means a Claim for costs and expenses of administration of the Receivership including without limitation, fees incurred by the Receiver of his counsel and taxes owed to state and federal authorities.

2. “**Acquired Policies**” means those insurance policies to be purchased by the Reorganized Debtor having a “face value” of approximately \$125,000,000.

3. “**Agreed TI**” means the Agreed Temporary Injunction Order against Defendants Retirement Value, LLC and Richard H. “Dick” Gray and the Relief Defendant and Order Appointing Receiver entered in the Case on May 28, 2010.

4. “**Allowed Claim**” or “Allowed” means a Claim that

(a) has been listed on the Receiver’s Schedule as other than disputed, contingent, or unliquidated and is not otherwise a Contested Claim:

(b) any Administrative Claim for which a request for payment has been timely filed under applicable law and which is not otherwise a Contested Claim; or

(c) is allowed: (i) in any stipulation of amount and nature of claim executed by the Receiver and/or Liquidating Trustee and a Claimant on or after the Effective Date; (ii) in any contract, instrument, or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan.

5. “**Allowed Interest**” means all authorized membership interests of Retirement Value issued and outstanding as of the Effective Date.

6. “**Bar Date**” means _____, 2012.

7. “**Business Day**” means any day, other than a Saturday, Sunday or legal holiday as defined by the Commissioners Court of Travis County, Texas.

8. “**Case**” means the lawsuit entitled *State of Texas v. Retirement Value, LLC, Richard H. “Dick” Gray, Hill Country Funding, LLC, a Texas Limited Liability Company, Hill Country Funding, LLC, a Nevada Limited Liability Company, and Wendy Rogers, and Kiesling, Porter, Kiesling, & Free, P.C. Relief Defendant* pending in the 126th Judicial District Court of Travis County, Texas.

9. “**Cash**” means cash, cash equivalents, or other readily marketable securities or instrument traded on an active and nationally recognized exchange, but under all circumstances excluding life insurance policies.

10. “**Causes of Action**” means any and all causes of actions, legal and equitable claims, rights, and defenses of any person under any law or statute, including without limitation, all actions, rights, and defenses of Retirement Value.

11. “**Claim**” means

(a) a right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured, or unsecured; or

(b) a right to an equitable remedy for breach of performance if such breach gives rise to a Claim pursuant to subpart (a).

12. “**Claimant**” means a holder of a Claim.

13. “**Class**” means any group of substantially similar Claims or Interests as classified in Section III herein.

14. “**Collateral Manager**” means Clear View Advisors Corp. it assigns, and shall be that entity which performs all functions relating to the management and servicing of the assets of the Reorganized Debtor, including but not limited to overseeing changes in ownership and changes in beneficiaries for policies as they are purchased and sold, for optimizing the annual insurance premiums so that the ratio of annual premium to face policy benefit is minimized, for paying premiums on the policies, for tracking the mortality of the insured and processing, collecting and receiving policy benefits.

15. “**Contested Claim**” means any Disputed Claim, Contingent Claim, Unliquidated Claim or other Claim as to which there exists a dispute as to its validity, amounts, or classification.

16. “**Contingent Claim**” and “**Unliquidated Claim**” means a Claim: (i) listed as contingent or unliquidated, respectively, in the Schedule, as such may be amended, supplemented or otherwise modified, from time to time or (ii) otherwise filed as contingent or unliquidated, respectively, in a timely filed proof of claim.

17. “**Court**” means the Court in the Case.

18. “**Disputed Claim**” or “**Disputed Interest**” means a Claim or Interest, respectively: (i) scheduled on the Schedule as disputed; or (ii) as to which a proof of claim has been timely filed, has not been withdrawn and has not been settled, resolved or denied by a Final Order; or (iii) a Claim or interest which is disputed by virtue of a pending lawsuit asserting a Cause of Action against or on behalf of Retirement Value.

19. “**Distribution Funds**” means the Cash held by the Receiver and available, after withholding reserves, for distribution by the Liquidating Trustee to holders of Allowed Claims and Allowed Interests pursuant to the Plan.

20. “**Distribution Record Date**” as to the Initial Distribution Date or any subsequent Interim Distribution Date(s), means the Business Day that is fifteen (15) calendar days before such Initial Distribution Date or Interim Distribution Date.

21. “**Effective Date**” means the date that this Plan is adopted by the Court.

22. “**Final Order**” means an order or judgment of the Court, or other court of competent jurisdiction, as entered on the docket in the Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified, or amended and as to which the time to appeal or seek certiorari or move for a new trial, reargument, or rehearing has expired and no appeal or petition for certiorari or other proceedings for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order.

23. “**General Claim**” means general unsecured Claims of Retirement Value that are not Investor Claims.
24. “**Initial Distribution Amount**” means the amount set forth in Section VI.C.2.
25. “**Initial Distribution Date**” means a date, as determined by the Liquidating Trustee, as soon as reasonably practicable following the Bar Date.
26. “**Interest**” means a membership interest in Retirement Value.
27. “**Interim Distribution Date(s)** shall mean such date(s), if any, as may be determined by the Liquidating Trustee following the Initial Distribution Date.
28. “**Investor**” means a Person who delivers funds to Retirement Value, Kiesling Porter or their agents for the purpose of purchasing or attempting to purchase participations in the Retirement Value Resale Life Insurance Program.
29. “**Investor Claim**” means a Claim arising out of an Investor’s purchase or attempted purchase of participations in the Retirement Value Resale Life Insurance Program.
30. “**Kiesling Porter**” means Kiesling Porter Kiesling & Free, P.C., a Texas professional corporation.
31. “**Licensee**” means any Person who has (i) entered into a license agreement with Retirement Value; (ii) otherwise agreed to sell participations in the Resale Life Insurance Policy Program; (iii) sold participation in the Resale Life Insurance Policy Program; or otherwise received a commission, compensation or other consideration in connection with the sale of participations in the Resale Life Insurance Policy Program.
32. “**Liquidating Trustee**” means that individual who will be approved by the Court who will serve as the Trustee for the Liquidating Trust established by this Plan.
33. “**Participation Agreement**” means any agreement between Retirement Value and any Claimant by which such Claimant agreed to invest in the Resale Life Insurance Policy Program or otherwise to provide money to Retirement Value in exchange for Retirement Value’s promise to pay a sum of money upon the death of another Person. Participation Agreements include without limitation, all contracts entitled “Policy Participation Agreement”, “IRA Owner’s Policy Participation Agreement,” “Loan Agreement,” or “Agency Agreement.”
34. “**Person**” means any individual, corporation, general partnership, limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, government or any political subdivision thereof, governmental unit, or other entity.
35. “**Plan**” means this Plan of Distribution and all exhibits and schedules attached hereto or referenced herein, as the same may be amended, modified, or supplemented.

36. “**Initial Policies**” mean the life insurance policies owned by Retirement Value as of the Effective Date.

37. “**Pro Rata**” means (a) with respect to a holder of an Allowed Claim, the ratio of (i) the amount of the Allowed Claim (ii) the aggregate amount of all Allowed Claims plus an amount estimated by the Liquidating Trustee for Contested Claims in the respective Class; and (b) with respect to a holder of an Allowed Interest, the ratio of (i) the number Allowed Interests held by such holder to (ii) the total number of Allowed Interests.

38. “**Receiver**” means Eduardo S. Espinosa, in his capacity as the court appointed Receiver for Retirement Value, and any successor or supplemental receivers appointed by the Court.

39. “**Reorganized Debtor**” means the Reorganized Retirement Value, the successor entity of Retirement Value emerging from the confirmation of this Plan.

40. “**Resale Life Insurance Policy Program**” means the investment program sponsored and sold by Retirement Value under which Persons provided money to Retirement Value to purchase life insurance policies in exchange for Retirement Value’s promise to repay fixed sum of money upon the death of an insured.

41. “**Retirement Value**” means Retirement Value, LLC, a Texas limited liability company.

42. “**Schedule**” means the schedule of Claims prepared by the Receiver and/or the Liquidating Trustee as required by the Plan, as amended, modified, or supplemented, from time to time.

B. Rules of Interpretation and Computation of Time.

1. Rules of Interpretation

For purposes of the Plan, unless otherwise provided here: (a) whenever from the context it is inappropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and condition; (c) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified, or supplemented pursuant to the Plan or court order; (d) any reference to an entity as a holder of a Claim or Interest includes that entity’s successors, assigns, and affiliates; (e) all references in the Plan to sections and exhibits are references to sections and exhibits of or to the Plan; and (f) the words “herein,” “hereunder” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan;

2. Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provision of Texas Rules of Civil Procedure 4 will apply.

II. CLASSIFICATION OF CLAIMS AND INTERESTS

All Claims and Interests are placed in the following Classes. Claims are reclassified for making distributions hereunder, and for ease of administration. A Claim or Interest shall be deemed classified in a particular Class only to the extent that such Claim or Interest qualifies within the description of such Class and shall be deemed classified in a different Class to the extent that any remainder of the Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that the Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and has not been paid, settled or otherwise resolved prior to the Effective Date.

A. Class 1 – Administrative Claims

Class 1 consists of Allowed Administrative Claims.

B. Class 2 – Investor and General Claims

Class 2 consists of Allowed Investor Claims (except for any Allowed Investor Claims by or on behalf of current or former Interest holders), and Allowed unsecured claims of any other creditors (i.e. Allowed General Claims).

C. Class 3 – Interests

Class 3 consists of all Allowed Interests.

III. DETERMINATION OF CLAIMS AND INTERESTS

A. Generally

1. Investor Claims shall be allowed or disallowed, as determined by this Court after appropriate notice and hearing. No interest, penalties, attorneys' fees, cost of collection or any other compensation for such Claims will be allowed on Investor Claims except as provided in this Plan.
2. General Claims shall be limited to the amount due and owing by Retirement Values as of May 5, 2010. Such claims shall be allowed or disallowed, as determined by this Court after notice and a hearing. No interest penalties, attorneys' fees, cost of collection or any other compensation for such Claims will be allowed on General Claims except as provided in this Plan.
3. Claims by Licensees shall be disallowed.

B. Schedule of Claims

Within 15 days of the Effective Date, the Receiver and/or the Liquidating Trustee shall file with the Court a Schedule setting forth all Claims known to him to have been asserted against Retirement Value. On this Schedule, the Receiver and/or the Liquidating Trustee will set forth the name of the Claimant; the amount claimed by such Claimant, the Class to which such Claim belongs, any amount offset against the Claim and whether the Claim is disputed contingent and/or unliquidated.

C. Proofs of Claim

1. Any Claimant holding a Contested Claim or who disagrees with the amount or classification of an Allowed Claim may submit a proof of claim to the Receiver.
2. To be valid, a proof of claim must be completely filled out, signed under oath and have documentation supporting the Claimant's position attached.
3. Proofs of claim must be submitted to the Liquidating Trustee on or before the Bar Date. A proof of claim will be deemed to have been submitted on the date it is physically or electronically received by the Liquidating Trustee or the date it is deposited, enclosed in a postage paid, properly addressed wrapper, in a post office or official depository under the care and custody of the United States Postal Service.
4. Unless the corresponding proof of claim is submitted to the Liquidating Trustee by the Bar Date:
 - (a) Contested Claims will be forever barred and will be unenforceable; and
 - (b) Any dispute as to the amount or classification of an Allowed Claim will be waived.

D. Publicity

1. Website

- (a) The Receiver shall post a copy of this Plan and the Schedule on his website (www.rvllcreceivership.com) along with copies of forms for proofs of claim, change of address, and assignment and such other forms as the Receiver may create for purposes of administering the Plan.
- (b) In addition, the Receiver shall prominently display the following notice on his website:

To All Persons Having Claims against Retirement Value

If your claim is either (a) not listed on the Schedule or (b) your claim is listed as disputed, contingent or unliquidated, you must submit a proof of claim to the Receiver and/or the Liquidating Trustee by the Bar Date of [insert bar date]. Failure to do so waives your claim; and your claim will be forever barred and will not be enforceable against the Reorganized Debtor or the Receiver and/or the Liquidating Trustee.

If your claim is listed on the Receiver's Schedule but you dispute either the amount or classification of your claim, you must submit a proof of claim by the Bar Date [insert bar date]. Failure to do so waives any dispute as to the amount or classification of your claim.

2. Publication

The Receiver shall publish a notice of the adoption of this Plan and the setting of the Bar Date in newspapers of general circulation in the following Texas cities: Austin, Dallas, Fort Worth, Houston, and San Antonio. The published notices should include the notice required by Section III.D.1(b), herein, and information as to how to obtain a copy of the Schedule and any necessary forms.

3. Mail

The Receiver shall send a copy of the Schedule along with the notice required by Section III.D.1(b) herein and a copy of the proof of claim form to all known Claimants by regular US Mail at the last known address on file with the Receiver.

E. Procedures for Contested Claims

1. Authority to Contest Claims

The Receiver and/or the Liquidating Trustees shall have the authority to file, settle, compromise, withdraw or litigate to judgment disputes as to Claims.

2. Subordination

The Liquidating Trustee may also move the Court to subordinate any Claim below the Class to which such Claim would otherwise belong. Upon the filing of such a motion, the Claim shall become a Contested Claim and shall be determined in accordance with the procedures set forth herein.

3. Treatment of Contested Claims

Notwithstanding any other provisions of the Plan, no payments or distributions will be made on account of a Contested Claim.

4. Distributions on Account of Contested Claims Once Allowed

On each Interim Distribution Date, the Liquidating Trustee will make distributions on account of any formerly Contested Claim which has become an Allowed Claim but only to the extent of the portion that has become an Allowed Claim since the preceding distribution. Such distributions will be made pursuant to the provisions of the Plan governing the applicable Class.

5. Determination of Contested Claims

This Section shall apply to all Contested Claims or Interests. Nothing contained in the Plan or Motion to Approve the Plan shall change, waive or alter any requirement under applicable law that the holder of a Contested Claim must file a timely proof of claim by the applicable Bar Date, and the Claim of any such Claimant who is required to file a proof of claim and fails to do so shall be discharged and shall receive no distribution through the Plan. Contested Claims shall each be determined separately, except as otherwise ordered by the Court.

(a) **Scheduling Order.** Unless otherwise ordered by the Court, a scheduling order shall be entered as to each Contested Claim. The Liquidating Trustee shall tender a proposed scheduling order and request the entry of a scheduling order. The scheduling order may include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objection to experts, (iv) deadlines to exchange exhibit and witness lists and for objection to the same, and (v) such other matters as may be appropriate.

(b) **Discovery.** Unless otherwise ordered by the Court, discovery regarding a Contested Matter will be limited as follows:

- (i) No depositions will be allowed.
- (ii) Each side is limited to 15 interrogatories.

(c) **Subject of Disputes.** All disputes regarding Contested Claims shall be limited to: (i) whether the Claim is valid and payable; (ii) the amount of the Claim, including the amount of any payments to the Claimant or its affiliates by or on behalf of Retirement Value or Kiesling Porter; and (iii) the classification of the Claim. No Person may use the procedures set forth herein for determining Contested Claims to challenge any portion of this Plan, including without limitation the respective priority among the Classes; the distribution of assets within a Class or whether monies received from or on behalf of Retirement Value should be offset against monies paid to or on behalf of Retirement Value to determine the amount of a Claim.

6. Pending Lawsuits

(a) If a Contested Claim is the subject of a lawsuit pending as of the Effective Date, then the questions of the validity and amount of such Claim shall be resolved by that lawsuit. No amount will be distributed on account of a Contested Claim that is determined pursuant to this subsection until a Final Order is entered by the court hearing such suit.

(b) Questions as to the classification of such Claims shall be decided by this Court pursuant to the Plan using the procedures set forth herein.

(c) Claimants holding Contested Claims that are the subject of litigation pending as of the Effective Date must file a Proof of Claim by the Bar Date and the Claim of any such Claimant who is required to file a proof of claim and fails to do so shall be discharged and shall receive no distribution through the Plan.

IV. TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

A. Class 1 – Administrative Claims

Administrative claims will be paid by the Liquidating Trustee in accordance with the Agreed TIAs modified by previous orders of the Court and may be modified from time to time.

B. Class 2 – Investor and General Claims

After all Claims in Class 1 have been fully reserved or paid in full, the Distribution Funds will be thereafter paid in Cash to holders of Allowed Investor Claims on a Pro Rata basis (based on the amount of the Claim of each holder, as of the Distribution Record Date). Following payment to the Class 2 Claims their Pro Rata portion of the Distribution Funds, the amount outstanding on such Claims shall be converted to Residual Notes in the Reorganized Debtor, as provided herein.

C. Class 3 - Interests

All existing Class 3 – Interests shall be cancelled. No money or property shall be paid on behalf of any Interests.

V. MEANS FOR IMPLEMENTATION AND EXECUTION OF PLAN

A. Establishment of a Liquidating Trust and the Liquidation of Assets (other than Initial Insurance Policies and the Initial Premium Reserve Cash)

1. **Establishment of Liquidating Trust.** On the Effective Date, a trust shall be established to liquidate certain assets of Retirement Value that shall be transferred to the trust (as further described in this Plan) for the benefit of Class 2 Investor and General Claimants.

2. **Transfer of Certain Assets to the Liquidating Trust.** Other than the Initial Policies and Initial Premium Reserve Cash retained by the Reorganized Retirement Value as provided in subparagraph B2 of this paragraph V, the assets of Retirement Value shall be transferred to a Liquidating Trustee on behalf of a Liquidating Trust for the purpose of liquidation of those assets (the “Transferred Assets”) and distribution to Creditors. The timing and manner of liquidation of the Transferred Assets shall be left to the Liquidating Trustee’s sole discretion.

3. **Initial Distribution of Cash to Investors and General Creditors.** Cash in excess of the Initial Premium Reserve Cash retained by the Reorganized Retirement Value shall be distributed to the Class 2 Claimants on a Pro Rata basis, as further provided herein.

4. **Sale of Small and Burdensome Assets.** Without further order of the Court, the Liquidating Trustee may dispose of any of the Transferred Assets assets he, in his sole discretion, determine to be burdensome and/or uneconomical to sell. The sale of any of the Transferred Asset worthless than \$5,000 is further approved without further order of the Court.

5. **Causes of Action of Retirement Value.** The Liquidating Trustee may, in his sole discretion, pursue any and all Causes of Action.

6. **Interim Distributions.** From time to time, the Liquidating Trustee, in his sole discretion, shall make disbursements to the Class 2 Claimants from proceeds of the liquidation of the Transferred Assets on a Pro Rata basis.

B. The Reorganized Retirement Value

1. **Continued Jurisdiction of this Court over the Reorganized Debtor.** The successor entity to Retirement Value shall be the Reorganized Retirement Value (the "Reorganized Debtor"). The Court shall retain jurisdiction over the Reorganized Debtor to insure compliance with the terms of this Plan, and as further provided herein.

2. **Asset to be Retained by the Reorganized Debtor.** The asset to be retained by the Reorganized Debtor from Retirement Value shall consist of the insurance policies owned by Retirement Value as of the Effective Date (the "Initial Policies" with a face amount of approximately \$125,000,000.00), and Cash in the sum of \$19,000,000 to be held as a Premium Reserve Account (the "Initial Premium Reserve Cash"). All other assets shall be transferred to the Liquidating Trust as provided in paragraph V.A.2, above.

3. **Asset to be Acquired by the Reorganized Debtor.** The Reorganized Debtor will acquire the following assets with the proceeds of the Preference Notes described in Paragraph VI.B.4, below: the Pre-Funded Account, the Collection Account, and further insurance policies (the "Acquired Policies" with a face amount of approximately \$205,000,000) to be acquired by the Reorganized Debtor from the Pre-Funded Account, as provided herein.

4. **Issuance of Debt to Fund the Reorganized Debtor and New Insurance Policy Acquisitions. Issuance and Funding of the Preference Notes.** The Reorganized Debtor shall issue the Preference Notes, as further described herein, to fund i) the Premium Reserve Account of the Reorganized Debtor in the sum of \$19,000,000, ii) to fund a Pre-Funded Account; and iii) to pay certain organizational expenses and transaction costs of the Reorganized Debtor. The Preference Notes shall have an aggregate principal balance of \$30,000,000.00, shall have a maturity date of a minimum of 2022, ii) accrue interest at the rate of no more than 10% per annum, iii) be secured by a first lien in all of the assets of the Reorganized Debtor, and iv) have events of

default as further described in the relevant indenture or loan documents establishing such Preference Notes.

5. **Issuance of Residual Notes to Class 2 Claimants.** The Reorganized Debtor will issue Residual Notes to the Class 2 Claimants for the Pro-Rata share of their Claims against Retirement Value. The Residual Notes shall be subordinate to the Preference Notes. The Residual Notes shall be paid in full as provided below.

6. **Flow of Funds and Payments on the Preference Notes.** Terms contained in this Paragraph shall be those terms defined in the loan agreement executed in connection with issuance of the Preference Notes and Residual Notes. Payments by the Reorganized Debtor on Preference Notes and the Residual Notes, along with deposits to the Premium Reserve Account and Collection Account and certain other payments, will be made from all Realization Provisions and other collections received on the Assets during the remittance period ("Available Funds") in following amounts and priority:

- a. To the Trustee for all fees, expenses and reimbursement amounts due and owing.
- b. To the Collateral Manager, to the extent not paid out of the Premium Reserve Account, the Collateral Manager Fee and reimbursement of any other expenses or reimbursement amounts then due and owing for such Distribution Date.
- c. After [thirty-six]-months following the Settlement Date, to the Premium Reserve Account, the amount, if any, such that after the deposit of such amount into the Premium Reserve Account, the amount on deposit therein shall be equal to the funds required to pay all of the premiums on and otherwise maintain all of the Insurance Policies in existence on such date for the subsequent 24-months as determined by a policy-by-policy analysis as of such Determination Date. This is the overriding balance that the Collateral manager must maintain during the life of the portfolio.
- d. To the Holders of the Preference Notes any accrued and unpaid interest from all prior Distribution Periods until such interest is paid in full.
- e. To the Holders of the Preference Notes interest for the current Distribution Period.
- f. To the Holders of the Preference Notes all remaining funds until the principal balance thereof have been reduced to zero.
- g. All remaining funds to the holders of the Residual Notes.

7. **Various Other Parties' Roles in the Management of the Reorganized Debtor.** The Collateral Manager of the Reorganized Debtor shall be Clearwater Advisors, LLC, or its

assigns. The Trustee and Paying Agents shall be Christiana Bank. The Structuring Agents shall be Coit Capital Management, LLC. The responsibilities and compensation of each of these parties shall be disclosed to and approved by this Court.

8. **Maintenance of the Premium Reserve Account.** On the Effective Date, there will be deposited into the Premium Reserve Account the sum of the following: an amount equal to \$19,000,000 from the existing Premium Reserve Account of Retirement Value. The Reorganized Retirement Value shall maintain all of the Insurance Policies in existence for a period equal to 6 months as determined by a policy-by-policy analysis of each Insurance Policy as of the Settlement Date. Thereafter, amounts on deposit in the Premium Reserve Account will be maintained at an amount being not less than the amount required to pay all premiums on all of the Initial Insurance Policies in existence on the Settlement Date as determined by a policy-by-policy analysis for a period of the policy LE years.

9. **Purchase of New Insurance Policies.** On the Effective Date, \$30,000,000, less fees and expenses, will be deposited into the Pre-Funded Account. The Collateral Manager will have 180 days from the Effective Date to acquire additional Transferable Insurance Policies in accordance with the Underwriting Guidelines for the Acquisition of Transferable Insurance Policies. I think we should cite this as an addendum to this plan and to increase the amount on deposit in the Premium Reserve Account so that at the end of each Determination Period during this Pre-Funded Period the amount on deposit in the Premium Reserve Account will be at least equal to the amount necessary to pay all premiums on all of the Insurance Policies as determined by a policy-by-policy analysis for a period of LE years.

10. **Effective Date.** The date on which the Issuer acquires the designated Assets and Issues the Preference Notes and Equity Shares.

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Delivery of Distributions

Except as otherwise provided herein, distributions to holders of Allowed Claims will be made by the Liquidating Trustee and the Reorganized Debtor in currency of the United States (a) at the addresses set forth on the respective proofs of claim filed by holders of such Claims; (b) at the addresses set forth in any written certification of address change delivered to the Reorganized Debtor after the Effective Date; or (c) at the addresses reflected in the Reorganized Debtor's records if no proof of claim has been filed and the Reorganized Debtor has not received a written notice of a change of address after the Effective Date.

B. Distribution Record Date

1. The Reorganized Debtor and the Liquidating Trustee will have no obligation to recognize the transfer or sale of any Claims or Interests that occur after the close of business on the respective Distribution Record Date for the Initial Distribution or any Interim Distribution(s).

(b) Notwithstanding any other provision of the Plan, each Person receiving a distribution of cash or pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any governmental unit on account of such distribution, including income, withholding, and other tax obligations.

D. Cancellation of Instruments

Any Participation Agreement, note, contract, instrument, security, or other documentation out of which an Investor Claim arises is hereby rescinded. This rescission shall be effective as of the date the Claim arising out of the Participation Agreement, note, contract, instrument, security or other documentation becomes an Allowed Claim.

E. Undeliverable Distributions

1. Holding of Undeliverable Distributions

If any distribution to a holder of an Allowed Claim or Interest is returned to the Liquidating Trustee as undeliverable, no further distributions will be made to such holder unless and until the Liquidating Trustee is notified by written certification of such holder's then-current address.

2. Failure to Claim Undeliverable Distributions

Any holder of an Allowed Claim or Allowed Interest that does not assert a Claim or Interest pursuant to the Plan for an undeliverable distribution to be made by the Liquidating Trustee within one year after the later of (i) the Effective Date and (ii) the last date on which a distribution was deliverable to such holder will have its Claim or Interest for such undeliverable distribution discharged and will be forever barred from asserting any such Claim or Interest. Unclaimed cash will become property of the estate, free of any restrictions thereon. Nothing contained in the Plan will require the Liquidating Trustee to attempt to locate any holder of an Allowed Claim or Allowed Interest.

VII. INJUNCTION

A. Injunctions

1. Except as otherwise provided in the Plan, as of the Effective Date, all Persons that have held, currently hold, or may hold a Claim or other debtor liability that is discharged by this plan will be permanently enjoined from taking any of the following actions on account of any such discharged Claims, debts, or liabilities: (a) commencing or continuing in any manner any action or other proceeding against Retirement Value, the Liquidating Trustee, the Reorganized Debtor, or their respective property, other than to enforce any right pursuant to the Plan to a distribution; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order against Retirement Value or its property other than as permitted herein; (c)

creating, perfecting, or enforcing any lien or encumbrance again Retirement Value, the Liquidating Trustee, the Reorganized Debtor, their respective property, or the Assets; (d) asserting a set off, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to Retirement Value; and (c) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

2. By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Allowed Interest receiving distribution to the Plan will be deemed to have specifically consented to the injunctions set forth herein.

VIII. RETENTION OF JURISDICTION

Notwithstanding the entry of an order or judgment disposing of all claims against the defendants in this Case, the Court will retain jurisdiction over the Case as is legally permissible, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, the resolution of any objection to the allowance, priority, or classification of Claims or Interests, and the estimation of any Disputed Claim;

2. Grant or deny any applications for allowance of compensation or reimbursement of expenses of professionals;

3. Ensure that distribution to holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan.

4. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents entered into or delivered in connection with the Plan;

5. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any contract, instrument, release, or other agreement or document that is entered into or delivered pursuant to the Plan or any Person's rights arising from or obligations incurred in connection with the Plan or such documents, including, but not limited to Causes of Actions;

6. Modify the Plan; or remedy any defect or omission or reconcile any inconsistency in any Court order, the Plan, or any contract, instrument, release, or other agreement or document entered into, delivered, or created in connection with the Plan, in such manner as may be necessary or appropriate to consummate the Plan;

7. Issue injunctions, enforce the injunctions contained in the Plan, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation, or enforcement of the Plan;

8. Determine any other matter that may arise in connection with or relate to the Plan, or any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan; and

IX. AGREED TO

Except as specifically stated herein, the Agreed To is not modified by this Plan and remains in full force and effect.

SO ORDERED.

DATED: _____, 2011.

THE HONORABLE GISELA TRIANA-DOYAL