
SETTLEMENT AGREEMENT

Subject to approval by the Court, this Settlement Agreement sets forth the full and final terms of settlement of the claims against Kiesling, Porter, Kiesling & Free, P.C. (“KPKF”) by:

1. Dr. Gary Cain and Barry Edelstein, individually and as representatives of the Settlement Class described herein (the “Class Representatives”);
2. Ladell Harrison, on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Matthew and Teddie Allen Charitable Remainder Annuity Trust (“Harrison”);
3. Eduardo S. Espinosa, in his capacity as Court-Appointed Receiver for Retirement Value, LLC, a Texas limited liability company (“Receiver”); and
4. The State of Texas (the “State”).

Collectively, KPKF, the Class Representatives, Harrison, Receiver and the State are referred to herein as the “Parties.”

I. NATURE AND RESOLUTION OF THE CLAIMS AGAINST KPKF.

On May 5, 2010, the State filed suit against Retirement Value, LLC (“Retirement Value”), Richard Gray, and Bruce Collins (collectively, “Original Defendants”) in Cause No. D-1-GV-10-000454, referenced on Page 1 of this Settlement Agreement (the “Original Lawsuit”), based on an alleged fraudulent securities scheme. The Court issued a Temporary Restraining Order and appointed Eduardo S. Espinosa as Receiver over Retirement Value’s assets pending the outcome of the litigation. KPKF was only named as a relief defendant because it held, in escrow, funds and other property of Retirement Value, which it was ordered to turn over to the Receiver, and it did so.

On May 28, 2010, the Court entered, by agreement of the parties, a temporary injunction against Retirement Value and continued the Receiver’s appointment.

On July 30, 2010, the Class Representatives intervened into the Original Lawsuit, asserting claims similar to the State's as investors in the alleged fraudulent securities scheme. On December 8, 2010, the Class Representatives filed their First Supplemental Petition in Intervention and Class Action Claim asserting a new class action claim on behalf of over 900 investors against the Original Defendants as well as against KPKF, alleging that KPKF acted as attorneys for the investors and in doing so, committed professional negligence.

On January 21, 2011, Harrison also intervened into the Original Lawsuit, asserting individual claims against the Original Defendants in addition to claims against KPKF for negligence.

On March 1, 2011, the Court entered an Order severing the claims of the Class Representatives and Harrison against KPKF into the other two lawsuits referenced on Page 1 of this Settlement Agreement. These lawsuits are referred to herein as the "Severed Lawsuits."

Pursuant to Court Order, and in an effort to avoid unnecessary litigation, cost and expense, the Parties engaged in mediation on February 24, 2011 before the Honorable Patrick Keel. During the course of the mediation, the Parties engaged in arm's-length negotiations between counsel and, with the assistance of Judge Keel, ultimately reached a settlement, which was documented in the Parties' "Mediated Settlement Agreement." This Agreement is intended to more specifically set forth the terms agreed to by the Parties.

The Parties recognize the substantial time and expense that would be incurred by further litigation in this matter and the uncertainties inherent in such litigation. The Parties seek to avoid these risks, and collectively to assist the Receiver's ability to enhance the recovery for investors of Retirement Value, through settlement pursuant to the terms and conditions of this Agreement. The Parties, and in particular, the Class Representatives, are all of the opinion that the Settlement

set forth in this Agreement is fair, reasonable, adequate, and provides prompt, full and final relief for the Class. The Parties also believe that the Settlement set forth in this Agreement is in the best interest of the investors of Retirement Value based on all the facts and circumstances, including the risk of significant depletion of the limited funds available to indemnify KPKF and the uncertainty of achieving class certification that could preclude any recovery for the investors of Retirement Value.

KPKF strongly denies any liability or wrongdoing of any kind associated with the claims alleged in the Civil Actions, in particular the claims of the Class Representatives and the claims of Harrison, and believes that it acted properly at all times, but wishes to settle the litigation on the terms and conditions stated in this Agreement to eliminate the extraordinary burden and expense of further litigation and to put the claims to be released hereby to rest finally and forever.

II. SETTLEMENT CONDITIONS.

This Settlement is expressly conditioned upon: (i) the Court's certification of a Settlement Class as defined herein; (ii) there being no Class Members who, at the time of the Settlement Hearing, continue to seek to opt out of the Settlement, unless KPKF, with written consent of its insurer, waives this provision; and (iii) the Court's Final Approval of the Settlement (collectively, the "Settlement Conditions"). To the extent the Settlement Conditions are not met, KPKF does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted in the Civil Actions upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. The Parties agree that KPKF retains and reserves these rights, and they agree not to take a position to the contrary.

III. DEFINITIONS.

In addition to terms identified previously, the terms below and used hereinafter shall have the following meanings:

1. The "Civil Actions" means the above-captioned actions, including the Original Lawsuit and the Severed Lawsuits.

2. "Class Counsel" means the law firm of Hance Scarborough, LLP, subject to approval as Class Counsel by the Court.

3. "Counsel for KPKF" means the law firm of Andrews Kurth, LLP.

4. The "Court" means the District Court of Travis County, 200th Judicial District.

5. "Effective Date" means the date upon which all of the following have occurred: (1) the Settlement Conditions have been met; (2) the Court has entered an order certifying the Settlement Class; (3) Final Approval has been issued; and (4) the appeal period (i.e., 30 days) has run without an appeal of any Court order associated with the Settlement, or in the event of an appeal, the Parties have received actual notice that the settlement has received final approval after completion of the appellate process and the final resolution of any appeals.

6. "Final Approval" means the order or orders entered by the Court granting approval of the Settlement Agreement, dismissing with prejudice the Civil Actions as to KPKF (with continuing jurisdiction limited to enforcing the Settlement Agreement), and barring and enjoining all Releasing Parties from asserting any of the Released Claims.

7. "Notice" means the Notice of a Proposed Class Action Settlement substantially in the form attached hereto as Exhibit A, which is to be mailed directly to all investors of Retirement Value following Preliminary Approval of this Agreement.

8. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, retirement plan, governmental entity and any political subdivision thereof, or any type of business, personal, political, or legal entity.

9. "Preliminary Approval" means the order or orders entered by the Court, substantially in the form attached hereto as Exhibit B, preliminarily approving the terms of this Settlement Agreement, certifying the Settlement Class, and approving the form of Notice to be sent to Class Members.

10. "Released Claims" means any and all general or specific claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, at law or equity, which were or could have been asserted against Released Parties arising out of, derived from, associated with, or related to: (i) Retirement Value, (ii) the Master Escrow Agreement between Retirement Value and KPKF, (iii) the investment or loan of moneys with or through Retirement Value, (iv) the placement of moneys on deposit in accounts maintained by KPKF or Released Parties, (v) any of Released Parties' actions as escrow agent, or (vi) any of the Released Parties' alleged status as attorneys to Persons who invested money in Retirement Value's Re-Sale Life Insurance Program or otherwise invested money with Retirement Value. **The Released Claims expressly include any claims of negligence, including professional negligence, by KPKF or any of the Released Parties.** This release specifically does not include, or release claims against, Retirement Value officers, directors, employees, licensees, advisors, consultants, suppliers of life insurance policies

or any banking institution which held Retirement Value investor funds, nor any other third parties not named herein.

11. "Released Parties" means KPKF and each of its affiliated companies, predecessors, successors, parents, subsidiaries, heirs, executors, administrators, current or former employees, officers, directors, shareholders, partners, members, agents, attorneys and insurers, individually and collectively.

12. "Releasing Parties" means the Class Releasing Parties, Harrison Releasing Parties, Receivership Releasing Parties and the State, collectively, as defined herein.

13. "Settlement Agreement" or "Agreement" means this Agreement and all Exhibits attached to it.

14. "Settlement Class," "Class," or "Class Members." Solely for purposes of settlement and judicial approval of this Settlement Agreement, the Parties stipulate to the certification of the following Settlement Class:

Any and all Persons who, for purposes of participating in Retirement Value's Re-Sale Life Insurance Program or any similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. The Settlement Class includes the 1252 Persons listed on Exhibit C attached hereto, which are the names of the known investors in Retirement Value identified to date by the Receiver and the State.

The Settlement Class will be certified pursuant to Tex. R. Civ. P. 42(b)(2).

15. "Settlement Hearing" means the hearing at which the Court will consider final approval of this Settlement Agreement and related matters.

IV. COOPERATION.

All Parties shall act in good faith and use best efforts to obtain Court approval of the Settlement and the Settlement Class, and to otherwise meet the Settlement Conditions.

V. MONETARY RELIEF.

A. Settlement Fund. No later than ten (10) days after the Effective Date, KPKF, through its insurer, shall pay and cause to be delivered to the Receiver a check in the amount of Seven Hundred Ten Thousand Dollars (\$710,000.00) (the "Settlement Fund"). The Settlement Fund, except as noted below, shall be used only for the payment of insurance premiums in the Retirement Value Portfolio, and shall not be used to pay general expenses of the Receivership. The Receiver may, however, seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums. Except as provided herein, KPKF will have no responsibilities with respect to the administration of the Settlement Fund, including any distribution therefrom.

B. Administrative Expenses. All administrative expenses, including the cost of Notice to the Settlement Class, and Class Counsel's attorneys' fees are to be paid by Class Counsel and reimbursed to Class Counsel by Receiver out of the Settlement Fund, unless the Court and the Receiver approves Class Counsel's request to pay such costs out of other Receivership assets so the entirety of the Settlement Fund may be used to pay insurance premiums in the Retirement Value portfolio.

C. Administration by the Receiver. The Receiver shall serve as trustee of the Settlement Fund and shall use the Fund in a manner consistent with this Settlement Agreement, except as may be ordered by the Court. The Receiver shall file a report with the Court on the use of the Settlement Fund.

VI. COURT APPROVAL, NOTICE AND SETTLEMENT HEARING.

A. Jurisdiction and Venue. The Parties agree that the Court has jurisdiction over the Parties and the subject matter of the Civil Actions and that venue is proper. The Court shall

retain jurisdiction of the Civil Actions solely relating to compliance with the terms of this Agreement, if necessary.

B. Preliminary Approval.

1. Within twenty-one (21) days after the execution of this Settlement Agreement, the Parties shall submit the Agreement to the Court and apply for:

(a) Preliminary Approval; and

(b) an order that, pending Final Approval, preliminarily enjoins the Releasing Parties, including each member of the Settlement Class, from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with this Settlement Agreement.

C. Notice, Objections and Settlement Hearing.

1. Prior to execution of this Settlement Agreement, the Parties have agreed upon a form for written Notice of this Settlement Agreement to Class Members, subject to Court approval.

2. Class Counsel will undertake the administrative responsibility of providing Notice to the Class Members in connection with this Settlement Agreement. Class Counsel shall bear all costs of sending the Notice.

3. If envelopes from the mailing of the Notice are returned with forwarding addresses, the Class Counsel will re-mail the Notice to the new address within three (3) business days.

4. Class Counsel shall provide the Court, at least five (5) calendar days prior to the Settlement Hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to proposed Class Members.

5. In the event that a Notice is returned to the Class Counsel by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Class Counsel shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular proposed Class Member in question and, if such an address is ascertained, the Class Counsel will re-send the Notice within three (3) business days of receiving the newly ascertained address; if no updated address is obtained for that proposed Class Member, the Notice shall be sent again to the proposed Class Member's last known address. In either event, the Notice shall be deemed received once it is mailed for the second time. With respect to envelopes marked "Return to Sender," the Class Counsel shall also call any identified last known telephone numbers (and telephone numbers updated through public and proprietary databases) of proposed Class Members to obtain their current addresses.

6. The Class Counsel shall provide a list of those Class Members who have not been located and the Class Counsel may engage third party vendors, who shall also keep Class Members' social security numbers confidential, to locate Class Members. The Class Counsel will maintain a log of its and any third party vendors' activities undertaken pursuant to this section. Class Counsel shall provide all new and corrected contact information regarding the Class Members to the Receiver.

7. Class Member objections to this Settlement Agreement must be submitted in writing, and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on counsel for all Parties to this Settlement Agreement, within thirty-five (35) days after the Notice is mailed to Class Members. No one may appear at the Settlement Hearing for the purpose of objecting to this Settlement Agreement without first

having filed and served his or her objection(s) in writing within thirty-five (35) days after the Notice was mailed to Class Members.

8. Upon Preliminary Approval, the Parties will ask the Court to set a briefing schedule and a Settlement Hearing. The Parties' shall file all papers in support of Final Approval of the Settlement Agreement no later than twenty (21) days following the close of the objection period, and the Settlement Hearing will be held no earlier than thirty (30) days following the close of the objection period.

9. KPKF shall have the right to approve all written communications by Class Counsel to the Class Members (other than the Class Representatives) concerning this Settlement.

VII. RELEASE OF CLAIMS AND DISMISSAL OF CIVIL ACTIONS.

A. **Dismissal.** Upon satisfaction of the Settlement Conditions, and full payment of the Settlement Fund to Receiver, the Parties shall promptly submit order(s) for Final Approval dismissing the claims against KPKF in the Civil Actions, including the Released Claims, with prejudice.

B. **Covenant Not to Sue.** All Releasing Parties covenant and agree that they will not file or assert any charge, claim or lawsuit based on any of the Released Claims, nor assist nor allow any other person to do so on their behalf.

C. **Release by the Class.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Class Representatives, individually and on behalf of the Settlement Class, their respective spouses, heirs, executors, administrators, successors, children, attorneys, representatives, trustees, assigns, and any person(s) they represent (collectively the "Class Releasing Parties"), do hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties, of and from any

and all Released Claims, which the Class Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Class Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE CLASS REPRESENTATIVES AND/OR THE CLASS RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, THE CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE CLASS RELEASING PARTIES, ASSIGN TO KPKF ALL SUCH CLAIMS.

D. **Release by Harrison.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Harrison, individually and on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Teddie Allen Charitable Trust, and their respective spouses, heirs, executors, administrators, successors, children, attorneys, representatives, trustees, assigns, and any person(s) they represent (collectively the "Harrison Releasing Parties"), do hereby FOREVER DISCHARGE AND ACQUIT AND FULLY

RELEASE the Released Parties, of and from any and all Released Claims, including unknown claims, which the Harrison Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Harrison Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE HARRISON AND/OR THE HARRISON RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, HARRISON ASSIGNS TO KPKF ALL SUCH CLAIMS.

E. **Release by the Receiver.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Receiver, in his capacity as the Receiver in the Original Lawsuit, on behalf of Retirement Value, LLC, and on behalf of any and all third parties whose claims the Receiver owns or has the right under the law to assert (collectively the "Receivership Releasing Parties"), does hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties as defined herein, of and from any and

all Released Claims, including unknown claims, which the Receivership Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Receivership Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE RECEIVER AND/OR THE RECEIVERSHIP RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, THE RECEIVER ASSIGNS TO KPKF ALL SUCH CLAIMS.

F. **Release by the State.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State does hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties as defined herein, of and from any and all Released Claims which have been or could have been asserted in the current Civil Actions regarding Retirement Value.

G. **Release and This Agreement.** Nothing herein contained shall be construed to release any Party from the terms, conditions or obligations under this Agreement, other than those specifically and expressly mentioned herein.

VIII. NO ADMISSION OF WRONGDOING

KPKF has strongly denied and continues to deny that it has committed, threatened to commit, or participated in any wrongdoing, violation of law or breach of any duty of any kind to Plaintiffs in the Civil Actions, the Settlement Class, or anyone else. KPKF is entering in to this Agreement solely because the proposed Settlement would eliminate the distraction, burden, risk and expense of further litigation.

Pursuant to Texas Rule of Evidence 408, the entering into and carrying out of this Agreement, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action of proceeding against any of the Parties in any court, administrative agency, arbitral forum, or other tribunal for any purpose whatsoever, other than to enforce the provisions of this Agreement or the provisions of any related agreement or exhibit hereto. **If the Settlement does not receive Final Approval, the Parties shall revert to their respective litigation positions as if this Agreement never existed.**

Further, the Parties agree that, if the Settlement Conditions are not met, and any of the lawsuits are to proceed, they will not argue or present any argument, and hereby waive any argument that, based on the attempt to settle or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, KPKF should be barred from contesting class

action certification pursuant to Texas Rule of Civil Procedure 42 on any grounds, or from asserting any and all other potential defenses and privileges. This Settlement Agreement shall not be deemed an admission by, or ground for estoppel against KPKF that class action treatment pursuant to Texas Rule of Civil Procedure 42 in the Civil Action is proper or cannot be contested on any grounds. Additionally, neither the Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal.

IX. ATTORNEYS' FEES AND EXPENSES OF CLASS COUNSEL.

The Parties acknowledge that Class Counsel has a claim for attorneys' fees and reimbursement of expenses in this action based upon the benefits that the Settlement has and will provide to the Settlement Class. The Receiver shall consider the request to pay Class Counsel's attorneys' fees and costs from receivership funds other than the Settlement Fund. Within thirty (30) days after the Effective Date, the Receiver will pay Class Counsel the attorneys' fees and costs awarded to Class Counsel by the Court. KPKF will not be responsible for any costs or attorneys' fees of any party except itself.

X. PARTIES' AUTHORITY.

Each of the Parties hereby represents and warrants that they are fully authorized to enter into this Agreement and, that upon execution, this Agreement shall bind the Parties and the Class Members to the terms and conditions hereof.

XI. NOTICES.

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class Representatives or to Class Counsel:

Geoffrey D. Weisbart
HANCE SCARBOROUGH, LLP
111 Congress Avenue, Suite 500
Austin, Texas 78701

To Harrison:

Alberto T. Garcia III
GARCIA & MARTINEZ, LLP
5211 W. Mile 17 ½ Road
Edinburg, Texas 78541

To the Receiver:

Michael D. Napoli
K&L GATES LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201

To the State of Texas:

Jack Hohengarten
Charles B. McDonald
TEXAS ATTORNEY GENERAL
Financial Litigation Division
300 W. 15th Street, Sixth Floor
Austin, Texas 78711-2548

To KPKF:

Matthew G. Nielsen
ANDREWS KURTH LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

XII. MODIFICATION.

This Settlement Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XIII. ENTIRE AGREEMENT.

This Settlement Agreement and its attachments constitute the entire agreement and supersede all prior agreements between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Settlement Agreement and any other settlement-related document, the Parties intend that this Settlement Agreement shall be controlling.

XIV. CHOICE OF LAW/JURISDICTION.

This Settlement Agreement shall be subject to, governed by, and construed, enforced, and administered in accordance with the laws of the State of Texas, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the Court. This Settlement Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Settlement Agreement or any specific term or condition thereof.

XV. COUNTERPARTS.

This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties and Class Members.

XVI. FEES AND COSTS OF ENFORCEMENT.

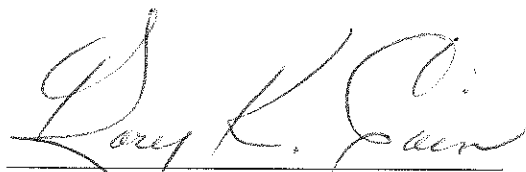
In the event that it becomes necessary for any of the Parties to files a suit to enforce this Agreement or any provision contained herein, the prevailing party shall be entitled to recover, in addition to all remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

XVII. STAY OF THE PROCEEDING.

Pending Final Approval of the Settlement, the Parties agree to stay the proceedings in the Severed Lawsuits and to stay and not to initiate any and all other proceedings, including any requests for injunctive relief, other than those incident to the Settlement itself.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

June __, 2011



Dr. Gary Cain

Barry Edelstein

By: _____
Geoffrey D. Weisbart
State Bar No. 21102645

COUNSEL FOR CLASS REPRESENTATIVES

Ladell Harrison, on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Matthew and Teddie Allen Charitable Remainder Annuity Trust

By: _____
Alberto T. Garcia III
State Bar No. 00787515

COUNSEL FOR HARRISON

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In the event that it becomes necessary for any of the Parties to files a suit to enforce this Agreement or any provision contained herein, the prevailing party shall be entitled to recover, in addition to all remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

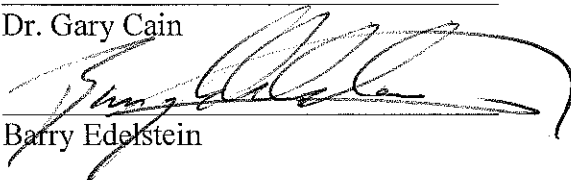
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June __, 2011

Dr. Gary Cain



Barry Edelstein

By: _____

Geoffrey D. Weisbart
State Bar No. 21102645

COUNSEL FOR CLASS REPRESENTATIVES

Ladell Harrison, on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Matthew and Teddie Allen Charitable Remainder Annuity Trust

By: _____

Alberto T. Garcia III
State Bar No. 00787515

COUNSEL FOR HARRISON

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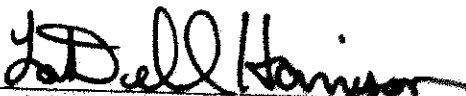
June __, 2011

Dr. Gary Cain

Barry Edelstein

By: _____
Geoffrey D. Weisbart
State Bar No. 21102645

COUNSEL FOR CLASS REPRESENTATIVES

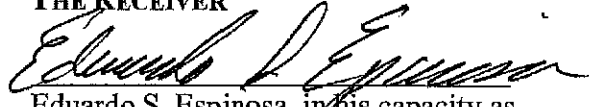

Ladell Harrison, on behalf of Matthew
C. Allen, Jr., Teddie J. Allen, and the
Matthew and Teddie Allen Charitable
Remainder Annuity Trust

By: _____
Alberto T. Garcia III
State Bar No. 00787515

COUNSEL FOR HARRISON

THE STATE OF TEXAS

THE RECEIVER



Eduardo S. Espinosa, in his capacity as
Court-Appointed Receiver for Retirement
Value, LLC

By: _____

Jack Hohengarten
State Bar No. 09812200

By: _____

Michael D. Napoli
State Bar No. 14803400

COUNSEL FOR THE STATE OF TEXAS

COUNSEL FOR RECEIVER

KIESLING, PORTER, KIESLING & FREE, P.C.

By: _____

Its: _____

By: _____

Matthew G. Nielsen
State Bar No. 24032792

COUNSEL FOR KPKF

THE STATE OF TEXAS

THE RECEIVER

Eduardo S. Espinosa, in his capacity as
Court-Appointed Receiver for Retirement
Value, LLC

By: _____
Jack Hohengarten
State Bar No. 09812200

By: _____
Michael D. Napoli
State Bar No. 14803400

COUNSEL FOR THE STATE OF TEXAS

COUNSEL FOR RECEIVER

KIESLING, PORTER, KIESLING & FREE, P.C.

By: *[Signature]*

Its: President

By: *MGN by permission*
Matthew G. Nielsen
State Bar No. 24032792

COUNSEL FOR KPKF

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
IN THE RETIREMENT VALUE, LLC RECEIVERSHIP**

THIS IS A NOTICE OF A PENDING SETTLEMENT IN A PROPOSED CLASS ACTION IN WHICH THE PARTIES ARE SEEKING COURT APPROVAL OF A SETTLEMENT WITH THE LAW FIRM OF KIESLING, PORTER, KIESLING & FREE, P.C.

THE PURPOSE OF THE SETTLEMENT IS TO ASSIST THE RECEIVER IN ENHANCING THE RECOVERY FOR INVESTORS OF RETIREMENT VALUE, LLC

PLEASE READ THIS NOTICE CAREFULLY.

IF THE CLASS ACTION SETTLEMENT IS APPROVED BY THE COURT, YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL HAVE NO FUTURE RIGHT TO CONTEST THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT, OR TO INDIVIDUALLY PURSUE THE RELEASED CLAIMS AGAINST KIESLING, PORTER, KIESLING & FREE, P.C. YOU WILL RETAIN HOWEVER, ALL OF YOUR RIGHTS TO PURSUE YOUR CLAIMS, IF ANY, AGAINST OTHER PARTIES WHO MAY BE LIABLE TO YOU.

DATE OF MAILING: _____, 2011

Dear Retirement Value Investor:

This Notice is being sent to you, as ordered by the District Court of Travis County, Texas (the "Court"), the Honorable Judge Gisela Triana-Doyal presiding. A copy of the Court's Order is attached as Exhibit "A" for your reference. This Notice is to advise you of the preliminary approval by Judge Triana-Doyal of the settlement of claims against the law firm of Kiesling, Porter, Kiesling & Free, P.C. ("KPKF").

You have received this Notice because the records of Retirement Value, LLC ("Retirement Value") reflect that you, for the purposes of participating in Retirement Value's Re-Sale Life Insurance Program or another similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. Therefore, you appear to be a Class Member in the lawsuit.

The purpose of this Notice is to provide you with a summary of the proposed settlement, and to advise you of your rights with respect to the proposed settlement terms. As this Class Notice will describe, this Settlement will not provide funds directly to you. Instead, this settlement contemplates funds being paid by KPKF's insurance carrier to the Receiver of Retirement Value to continue to help pay insurance premiums for the insurance policies in which you sought to invest. If the Settlement is approved, the Court will approve the Receiver's use of these funds. If approved by the Court, the Settlement Fund paid on KPKF's behalf may not be used to pay attorneys' fees or expenses of the Receivership.

Preliminarily, the Court has determined that it is in the Class Members' best interest to attempt to use the Settlement Fund to maintain the insurance policies, and thus your investment,

rather than to provide you with a payment, that at best would be a very small percentage of your investment.

This Class Settlement is unique as, unless the Court orders otherwise, no portion of the Settlement Fund will go to pay legal fees, and the Class Representatives, Dr. Gary Cain and Mr. Barry Edelstein are receiving no compensation or portion of the Settlement Fund for their service as Class Representatives. Dr. Cain and Mr. Edelstein both invested in Retirement Value, and have undertaken their efforts as Class Representatives solely to help their fellow investors in Retirement Value enhance the ability to recover their investments. Likewise, their counsel have agreed to be compensated only such amounts as the Court deems appropriate, and then only from the Receivership general funds (unless the Court orders otherwise, in such case the fees will be paid from the Settlement Fund). Ladell Harrison ("Mr. Harrison"), who also brought similar claims, has also forgone his right to receive any compensation or portion of the Settlements Fund so that all available funds may be used to pay insurance premiums for the benefit of all Retirement Value investors. Dr. Cain, Mr. Edelstein and Mr. Harrison have donated their time, effort, and given up their own individual claims to help achieve a settlement with KPKF that they believe will assist all the investors of Retirement Value. Dr. Cain, Mr. Edelstein and Mr. Harrison have placed their own self-interest aside, in hopes of assisting the Receiver provide for the greatest recovery possible for the Retirement Value investors.

Please also understand that the claims against KPKF are only one set of lawsuits that have been filed to recover funds to benefit the recovery chances of the Retirement Value investors. The Receiver has, or will shortly be announcing other settlements with certain other parties that will also provide additional funds to pay insurance premiums in order to enhance the recovery chances for Retirement Value investors. The Parties also predict other lawsuits will be

filed against other potentially liable parties seeking to recover additional funds to benefit the recovery claims of the Retirement Value investors.

I. Important Deadlines

You do not have to take any action if you would like for the Settlement to be approved by the Court. You have the right to opt out however, or object to the proposed settlement. However, if you want to opt out or object to the Settlement, you must mail and file your objection with the Court, setting forth your objection(s). The objection must be filed with the Court or mailed to the Court and postmarked by [date of mailing plus 35 days] _____, 2011. Please note however that this Settlement is contingent upon all Class Members agreeing to the settlement, and no Class Member opting out of this Settlement. **Thus please consider your option to opt out, or object with due care, as any decision to opt out or object will keep the potential Settlement Fund from being used to pay insurance premiums, and almost certainly will adversely affect other Class Members.**

II. Litigation and Settlement Background

As you may be aware, on March 30, 2010, the State of Texas entered a Cease and Desist Order against Retirement Value. On May 5, 2010, the State of Texas filed suit against Retirement Value, alleging claims under the Texas Securities Act and a claim under the Texas Deceptive Trade Practices Act based on an alleged fraudulent investment scheme. The 126th Judicial District Court of Travis County, Texas issued a Temporary Restraining Order and appointed Eduardo S. Espinosa as Receiver over Retirement Value's assets (the "Receiver"). On May 28, 2010, the Court entered, by agreement of the parties, a temporary injunction against Retirement Value and continued the Receiver's appointment. KPKF was named in the lawsuit as

a relief defendant only because it held, in escrow funds and other property of Retirement Value, which it was ordered to turn over to the Receiver, and it did so.

The Class Representatives, Dr. Gary Cain and Barry Edelstein, intervened in the suit on July 30, 2010 on behalf of the investors. On December 8, 2010, the Class Representatives filed their First Supplemental Petition in Intervention and Class Action Claim asserting claims against Retirement Value similar to those of the State's, as well as a new claim against KPKF, alleging that KPKF acted as attorneys for the investors and in doing so, was negligent and breached its fiduciary duty. On January 21, 2011, a second group of investors led by Mr. Harrison intervened and asserted individual claims against Retirement Value in addition to claims against KPKF for negligence. KPKF denied and specifically continues to deny any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit, and believes that it acted properly at all times.

In an effort to reduce legal fees and expenses to the Receivership, and to help avoid the dissipation of the available indemnity resources of KPKF, Judge Triana-Doyal ordered that the parties attend mediation. Prior to the mediation, the Receiver informed counsel for Dr. Cain and Mr. Edelstein, and Mr. Harrison, that a settlement with KPKF would help enhance the ability of the Receivership to maintain insurance premiums for the insurance policies in the Retirement Value portfolio. Dr. Cain and Mr. Edelstein, through their counsel, retained a separate attorney, very experienced in insurance coverage issues, to specifically review the insurance available to KPKF to cover claims by Retirement Value investors. Dr. Cain and Mr. Edelstein, along with Mr. Harrison, were advised that such insurance was limited, and would likely be depleted by the attorneys' fees in defending KPKF. Dr. Cain and Mr. Edelstein were advised by both the insurance coverage counsel and the Receiver to seek a settlement with KPKF, in order allow the

available KPKF insurance proceeds to be used to pay the Retirement Value life insurance premiums and help keep such policies from lapsing.

On February 24, 2011, the parties began settlement discussions through the mediation process in the presence of the Honorable Patrick Keel, an experienced and well-respected former judge and mediator. Dr. Cain and Mr. Edelstein, and Mr. Harrison, along with the Receiver's counsel were present and integrally involved in the settlement negotiations and approved the settlement reached at mediation. Ultimately, the parties agreed to settle the litigation on the terms set forth in the Settlement Agreement attached hereto as Exhibit "B." While not present, the State of Texas encouraged and supported the Settlement with KPKF. Judge Keel also encouraged this Settlement, and is prepared to provide testimony to Judge Triana-Doyal that the Settlement Agreement negotiated with KPKF at mediation is in the best interests of the Retirement Value investors.

Based upon their investigation and the risk of litigation, including the potential that a class would not be certified, Class Counsel and the Class Representatives have concluded that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel and the Class Representatives have analyzed the benefits of the Settlement and the risk of an unfavorable outcome (i.e., losing), as well as the expense and length of continued proceedings necessary to prosecute this action, which would almost certainly deplete the KPKF insurance funds available to pay claims of the investors.

KPKF strongly denies any liability or wrongdoing of any kind associated with the claims alleged in the Civil Actions, in particular the claims of the Class Representatives and the claims of Harrison, and believes that it acted properly at all times, but wishes to settle the litigation on the terms and conditions stated in the Settlement Agreement to eliminate the extraordinary

burden and expense of further litigation and to put the claims to be released hereby to rest finally and forever.

III. Settlement Payment

KPKF's insurer has agreed to pay \$710,000.00 (the "Settlement Fund") to settle all claims against it. The Settlement Fund represents virtually all of the available and remaining insurance coverage to indemnify KPKF. Pursuant to the Settlement Agreement, the Settlement Fund shall be paid to the Receiver, and used only to for the payment of insurance premiums in the Retirement Value Portfolio unless the Court does not allow Class Counsel's fees to be paid out of the general Receivership funds. In such an event, Class Counsel's fees would be paid from the Settlement Fund. Class Members do not need to take any action to participate in the Settlement Fund, as these funds will be used to your benefit to help keep insurance premiums paid, so long as the obligation exists to help maintain the insurance policies in the Retirement Value portfolio. The Receiver may seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums

IV. Release of Claims

If the Court grants final approval of the Settlement, then you, along with all Class Members, will be deemed to have released claims against KPKF and each of its affiliated companies, predecessors, successors, parents, subsidiaries, heirs, executors, administrators, current or former employees, officers, directors, shareholders, partners, members, agents, attorneys and insurers (the "Released Parties"), individually and collectively, pursuant to the terms of the Settlement Agreement. Specifically, all Class Members will release KPKF and each of the Released Parties for the following:

“Released Claims” means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, at law or equity, including and covering, but not limited to, any and all claims of the Plaintiffs, Settlement Class Members, and any third parties that the Receiver owns or has the right to assert, which were or could have been asserted against the Released Parties arising out of, derived from, associated with, or related to: (i) Retirement Value, (ii) the Master Escrow Agreement between Retirement Value and KPKF, (iii) the investment or loan of moneys with or through Retirement Value, (iv) the placement of moneys on deposit in accounts maintained by KPKF or Released Parties, (v) any of the Released Parties’ actions as escrow agent, or (vi) any of the Released Parties’ alleged status as attorneys to Persons who invested money in Retirement Value’s Re-Sale Life Insurance Program or otherwise invested money with Retirement Value. **The Released Claims expressly include any claims of negligence, including professional negligence, by KPKF or any of the Released Parties.**

This release includes and covers without limitation all actions or omissions occurring through the Final Approval date as defined in the Settlement Agreement, subject to the provisions set forth therein. This release specifically does not include, or release claims against Retirement Value officers, directors, employees, licensees, advisors, consultants, suppliers of life insurance policies or any banking institution which held Retirement Value investor funds, nor any other third parties not named herein.

When claims are “released,” a person subject to the release (i.e., you) cannot sue the Released Parties for any of the claims that are covered by the release. This means if the Settlement Agreement is finally approved by the Court, you will not be able to sue KPKF or its

attorneys. This release will not release any claims you may have against any other parties that may be associated with your investment in Retirement Value, including, but not limited to, Retirement Value officers, Retirement Value licensees, and any others that gave you investment advice associated with your Retirement Value investment. The approval of this Settlement with KPKF will however keep you from suing KPKF or any of its lawyers. If you elect to object or opt out of this Settlement, you will retain the right to sue KPKF, but it is very likely that the insurance available to KPKF to pay claims will be completely depleted with its defense costs. In that case, the Settlement Fund will not be used to help pay insurance premiums.

V. The Settlement Process and Settlement Hearing

Every class action must be approved by the court that presided over the class action lawsuit. Thus far, the Court has only decided that the proposed settlement appears fair and just and, therefore, justifies the distribution of this Notice. In order to decide whether to give final approval to the proposed settlement, the Court will consider related papers and comments submitted by the parties or others and hold a hearing in open court. Copies of the related filings will be available on the Receiver's website, which is www.rvllcreceivership.com.

A Settlement Hearing will be held on _____, 2011, at _____, in the Courtroom of the Honorable Gisela D. Triana-Doyal, 200th Judicial District Court of Travis County Texas, 1000 Guadalupe, 5th Floor, Austin, TX 78701. You may, but are not required, to attend this hearing. You may also enter an appearance in the case, individually or through your own attorney, if you so desire. As this Notice explains, you may also opt out of this Settlement, by submitting your objection in writing. For any such written objections to be considered, the objection must be filed with the Court or mailed to the Court and postmarked by [date of mailing plus 35 days]_____, with copies mailed or hand delivered to all the lawyers listed in Section

VI, along with the Court, c/o the District Clerk of Travis County. If you object, please reference the Cause Numbers listed on Page 2 of this Notice. Please do not send any comments directly to the Judge or attempt to reach the Judge in person.

VI. Contact Information

Counsel for the Receiver:

MICHAEL D. NAPOLI, ESQ.
(michael.napoli@klgates.com)
K&L GATES LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
(214) 939-4906

Counsel for Mr. Harrison

ALBERTO T. GARCIA III
(albert@garmtzlaw.com)
GARCIA & MARTINEZ, LLP
5211 W. Mile 17 ½ Road
Edinburg, Texas 78541
(956) 380-3700

Counsel for the State:

JACK HOHENGARTEN, ESQ.
(jack.hohengarten@oag.state.tx.us)
TEXAS ATTORNEY GENERAL
Financial Litigation Division
300 W. 15th Street, Sixth Floor
Austin, Texas 78711-2548
(512) 475-3503

Class Counsel:

GEOFFREY D. WEISBART, ESQ.
(gweisbart@hslawmail.com)
HANCE SCARBOROUGH, L.L.P.
111 Congress Avenue, Suite 500
Austin, Texas 78701
(512) 479-8888

Counsel for KPKF:

MATTHEW G. NIELSEN, ESQ.
(matthewnielsen@andrewskurth.com)
ANDREWS KURTH LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
(214) 659-4400

The Court:

District Court of Travis County
200th Judicial District
Travis County Courthouse
1000 Guadalupe Street, 5th Floor
Austin, Texas 78701
(512) 854-9306

PLEASE DO NOT CONTACT THE COURT (except as referenced herein).

EXHIBIT B

CAUSE NO. D-1-GN-11-000644

DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

ORDER PRELIMINARILY APPROVING SETTLEMENT

Upon consideration of the Parties' application for an order preliminarily approving the settlement of the Civil Actions (the "Settlement"), in accordance with the Settlement Agreement dated June ___, 2011 (the "Settlement Agreement"), including the certification of the Settlement Class pursuant to Rule 42 of the Texas Rules of Civil Procedure and distribution of the Notice of Settlement as set forth therein, and the Court's review of the terms of the Settlement, the relevant authorities, and the complete record and materials on file in this matter, IT IS HEREBY ORDERED AS FOLLOWS:

1. All capitalized terms contained herein shall have the same meanings as set forth in the Settlement Agreement (in addition to those capitalized terms defined herein).
2. The Court finds the Settlement is fair, reasonable and adequate, and does hereby preliminarily approve the Settlement Agreement, subject to further consideration at the Settlement Hearing described below, including the terms and conditions for Settlement and dismissal with prejudice of the Civil Actions.
3. The Court further finds that under the circumstances, the Class Members will achieve the maximum benefit possible through this Settlement by providing the Receiver with

the Settlement Fund to help maintain the insurance policies, rather than each Class Member receiving a portion of the Settlement Fund. The Receiver may, however, seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums.

4. Pursuant to the Settlement Agreement, the Class is preliminarily certified under Rule 42(b)(2) of the Texas Rules of Civil Procedure as follows:

Any and all Persons who, for purposes of participating in Retirement Value's Re-Sale Life Insurance Program or any similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. The Settlement Class includes the 1252 Persons listed on Exhibit "C" of the Settlement Agreement, which are the names of the known investors in Retirement Value identified to date by the Receiver and the State.

5. Pursuant to Rule 42(g) of the Texas Rules of Civil Procedure, the Court appoints as Class Counsel, Geoffrey D. Weisbart, Esq. of HANCE SCARBOROUGH, L.L.P., 111 Congress Avenue, Suite 500, Austin, Texas 78701.

6. The Court approves, as to substance, form and manner of notice, the Notice of a Proposed Class Action Settlement (the "Notice"), attached as Exhibit "A" to the Settlement Agreement, and finds that the distribution of the Notice substantially in the manner set forth in ¶ VI(C) of the Settlement Agreement is the best notice practicable under the circumstances, and shall constitute due and sufficient notice of the matters set forth therein for all purposes and to all persons entitled to such notice.

7. Within ten (10) days after the issuance of this Order Preliminarily Approving Settlement, the Receiver will identify all Class Members and will provide to Class Counsel the name, social security number and last known address of each Class Member. Within twenty-one (21) days after the issuance of this Order Preliminarily Approving Settlement, the Class Counsel will mail by United States first class mail, postage prepaid, the Notice to each Class Member.

8. At least five (5) calendar days prior to the Settlement Hearing, Class Counsel shall provide the Court proof, by affidavit or declaration, of due diligence and proof of mailing with regard to the mailing of the Notice to proposed Class Members.

9. Any Class Member may appear and show cause, if he, she or it has any reason why the terms of the Settlement Agreement and/or the Settlement of the Civil Actions should not be approved as fair, reasonable and adequate, or why a Judgment should not be entered thereon, provided however, unless otherwise ordered by the Court, no Class Member shall be heard or entitled to contest the approval of all or any of the terms and conditions of the Settlement Agreement and/or the Settlement, or, if approved, the Judgment to be entered thereon approving the same, unless that Person has, within thirty-five (35) days after the Notice being mailed to Class Members, filed with the Court, with copies served on Class Counsel and Counsel for KPKF (delivered by hand or sent by first class mail to the addresses provided in the Notice), written objections, including a detailed description of the basis of therefore. Any Class Member who does not make his, her or its objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement as incorporated in the Settlement Agreement, unless otherwise ordered by the Court, but shall otherwise be bound by the Final Approval order and Judgment to be entered and the releases to be given.

10. The Parties shall file all papers in support of Final Approval of the Settlement and for certification of the Settlement Class no later than twenty-one (21) days after the deadline for Class Members to object to the Settlement.

11. A Settlement Hearing shall take place on _____, 2011 at _____ .m., at the District Court of Travis County Texas, 200th Judicial District, 1000 Guadalupe, 5th Floor,

Austin, Texas before the Honorable Gisela D. Triana-Doyal, to determine whether the proposed settlement of the Civil Actions on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court pursuant to Rule 42(e) of the Texas Rules of Civil Procedure, and whether the claims asserted against KPKF in the Civil Actions, as well as the Released Claims, should be dismissed pursuant to the Settlement.

12. Pending Final Approval, each member of the Settlement Class is preliminarily barred and enjoined from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with this Settlement Agreement.

13. As of the date hereof, all discovery and other proceedings in Cause No. D-1-GN-11-000644 and Cause No. D-1-GN-11-000645 are stayed until further order of this Court, except as may be necessary to implement the Settlement Agreement. Further, as of the date hereof, the current Scheduling Orders in those cases are vacated.

14. If the Settlement Agreement is not approved by the Court, is terminated, rescinded or fails to become effective in accordance with its terms, the Civil Actions shall proceed, completely without prejudice to any Party as to any matter of law or fact, as if the Settlement Agreement had not been made and had not been submitted to the Court, and neither the Settlement Agreement, nor any provision contained therein, any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission or offered or received in evidence at any proceeding in the Civil Actions or any other action or proceeding.

IT IS SO ORDERED, this _____ day of _____, 2011.

HONORABLE GISELA D. TRIANA-DOYAL

EXHIBIT C

**RETIREMENT VALUE, LLC
Customer Contact List**

	<u>Investor Contact List</u>	<u>Investor Contact List</u>	<u>Investor Contact List</u>
1	Abernathy, Kenneth Lane	Bailey, Michael	73
2	Abreu, Harry J.	Bailey, Rebecca J.	74
3	Acquart, Florencio	Bailey, Wade Joseph	75
4	Adams	Baker, Il Wilbur	76
5	Adams Trust	Baker, Mary	77
6	Adams, Duwaine	Bakshandeh, Houshang Eli	78
7	Adams, Jerry H.	Baldwin, Victoria	79
8	Adams, Jerry H. & Carol	Bali, Joseph	80
9	Adams, Lundsford	Ballentine, Jack	81
10	Agent, Cornelia L.	Ballentine, Jack & Dorothy	82
11	Agnes M. Gilbert	Ballmann, Louise W.	83
12	Ahrens, Dan K.	Balsamo, Eugene C.	84
13	Alba, Maria E.	Balsamo, Susan J.	85
14	Albert Barife, Jr. Revocable Living Trust	Bante Jr., Albert C.	86
15	Albert C. Bante Jr. Revocable Living Trust	Barnard, Scott	87
16	Alcedo, Mary O.	Barr, Benjamin A.	88
17	Alexander, Reta	Bashour Trust	89
18	Alexander, Sarah M.	Bass III, Julian	90
19	Alfonso, Julie-Beth	Beach, Bruce Frederick	91
20	Allen Charitable Trust	Beadle, Gary	92
21	Allen, David	Beck Revocable Trust	93
22	Allen, Ira	Beck, Larry T.	94
23	Amato Jr., Angelo Joseph	Beckham, Thomas A.	95
24	Anderson, Betty	Beebe, Walter E.	96
25	Anderson, David L.	Beschler, Rosalie Lane	97
26	Anderson, JT	Beem, Deanna M.	98
27	April J. Eng Living Trust	Beeman, Timothy Jay	99
28	Arlagohar, Jahangir	Beeson, Jeffrey K.	100
29	ARM Define Benefit Plan	Bejcek, Grant	101
30	Armstrong, Kelly	Bell	102
31	Arney, Freda	Bell, Kurt Eugene	103
32	Arney, John	Bell, Mary L.	104
33	Atkins, Barbara G.	Bello, James & Carol	105
34	Atkins, Charles	Berham, Kenneth L.	106
35	Avilia, Emiliano Perez	Benitez, Juan P.	107
36	B & B Long Term Investment	Bentley Jr., Porter L.	108
		Berke, Douglas	
		Berke, Douglas B.	
		Berke, Flora E.	
		Bernal, Patricia	
		Bernhardt, Thelma	
		Bernstein, Jean-Frederic	
		Bernstein, Ruth	
		Bertone, Jacqueline	
		Bescherer Jr., William A.	
		Bette Akers Leimer	
		Bette Arkers Leimer Trust	
		Bettison, Steven J.	
		Bielamowicz, Brenda	
		Bigham, Neil	
		Billings, Danny	
		Billings, Lee	
		Bilodeau, Ernest	
		Bishop, Charles Laroy	
		Bishop, Kay	
		Blackman, CE	
		Blackman, Clarence A.	
		Blackman, Clarence E.	
		Blackman, Patrice	
		Blaisdell, Barbara	
		Blake, James	
		Blanchard, Ronald	
		BMH Pacific, Inc	
		Bobbitt, Mark D.	
		Bock, Bennie	
		Bock, Katharyn	
		Bock, Lucretia	
		Bodnar, Michael S.	
		Boeckle, Scott	
		Bohamon, Bobby L.	
		Bohl	
		Bohl, Beth P.	

RETIREMENT VALUE, LLC Customer Contact List

Investor Contact List		Investor Contact List		Investor Contact List	
109	Borithoff, Melvin F.	145	Burchfield, Wes	181	Cassese, Helen
110	Bommarito, G & H	146	Burchman	182	Catania, Bonnie M.
111	Bommarito, Guisepppe	147	Burciaga, Eloy	183	Catania, Rocky
112	Bommarito, Holly	148	Burian, Blanche K.	184	CB19 Investment Group
113	Bonds, Nancy Jo	149	Burian, John	185	Cerroni, Anthony
114	Bonk, John	150	Burnette, Frank	186	Chacon, Isabel R.
115	Booth, Francis N.	151	Burns, John George	187	Chambers, Jeremy B.
116	Boothie, Gertrude	152	Burns, Marcia	188	Chandler Family Trust
117	Boris Norris Living Trust	153	Burt, Nancy Joann	189	Chandler, Alan Kerry
118	Borck	154	Bushman, Orville Dean	190	Chandler, Lorayne K.
119	Borck, Thomas L.	155	Bustillos, Matthew	191	Chang, Debbie Y.
120	Borck, TL	156	Butler, David James	192	Chatfield, Martha E.
121	Bothe, James L.	157	Caggiano, Jodi	193	Chesna, Victoria
122	Bowen, David	158	Cain, Gary K.	194	Chi, Cecilia
123	Bowling, Tim	159	Cain, Stephen B.	195	Chiechi, Pasquale
124	Bradley, Ryan R.	160	Callender, Theodore C.	196	Chiou, Yow Yea
125	Brady, Thomas L.	161	Cambridge Monticello Partners, Ltd.	197	Chitsey, Carrie
126	Brashear, Dan	162	Campbell	198	Chock, Owen
127	Bravo, Luis A.	163	Campbell, Dale	199	Chodan, Roman
128	Breeding Jr., Clifford	164	Campbell, Ronald	200	Choy, Carol J.
129	Breneman Family Trust	165	Capili, Rod P.	201	Christiansen, Maxine
130	Brickert, Sandra L.	166	Cardwell, Sara	202	Christopher, Jeffrey
131	Bridgforth, Brenda	167	Carillo, Guadalupe	203	Chung, Jana
132	Bridgforth, David	168	Carlson, Betty	204	Chung, JK
133	Brooks, Glenda	169	Carr Family Trust	205	Cigas, Ann B.
134	Brown, Amy	170	Carr Family Trust.	206	Cihacek, Dennis Wayne
135	Brown, Lynn M.	171	Carr, Jack M.	207	Cipriani, Robert J.
136	Brown, Thomas W	172	Carrington, Diane.	208	Clark
137	Brunette, Frank	173	Carroll, Patricia M.	209	Clark, Reginald M.
138	Bryan, Dennis C.	174	Caruth, Carolyn E.	210	Clark, Richard D.
139	Buchia, Dale	175	Caruth, Leslie C.	211	Clark, Sherry Sue
140	Buchia, Jessie M.	176	Carson, Cherie	212	Clark, William
141	Bundang, Rachel G.	177	Carter Trust	213	Cline, Nolan L.
142	Burcham, Patricia L.	178	Carter, Cedric	214	Codd, John
143	Burchfield, Gwendolyn	179	Carter, Tahlie M.	215	Cohen, Charles
144	Burchfield, W&G	180	Casias, Sandra M.	216	Coleman, Julia D.

RETIREMENT VALUE, LLC Customer Contact List

	Investor Contact List		Investor Contact List		Investor Contact List
217	Collie, Jacob R.	253	Cutrer	289	Drake, Paul
218	Collier, Deborah D.	254	Cutrer, Dianna	290	Drennan, Billy
219	Collier, Larry G.	255	Cutrer, Jerry C.	291	Drennan, Jerry
220	Collins & Peters	256	CVP-PSP	292	Drew, Diana Vilinis
221	Collins, Bruce G.	257	D'Angelo, Jorge	293	Droll, John
222	Collins, Teresa J.	258	Dakin, John	294	Druge, Celeste L.
223	Collins, Trista C.	259	Dancos, Adi	295	DuBoise, Mary
224	Commerford Inspections, Inc.	260	David H. Matthews Living Trust	296	Dukett, Thomas
225	Commons Family Trust	261	DaVinci, Anthony P.	297	Durbar, James
226	Commons, Linda	262	Davis	298	Durn, Hugh
227	Conrad, Eric	263	Davis, Jeffrey T.	299	Durn, Lou Ann
228	Content, Lynn Jean	264	Davis, Michael	300	Dussault, David
229	Coogan, Daniel	265	Davis, Stephen K.	301	Dussault, Tamara
230	Coogan, Daniel	266	Dawley, Claudia	302	Duszynski, Donald
231	Cook, Barbara D.	267	Dawn Jenkins Trust	303	Duszynski, Donald W.
232	Cooper, Andrea S.	268	Dawn K. Jenkins Rev. Living Trust	304	Dutcher, James
233	Cope, Certrude	269	Dear, Allene.	305	E.C.A. Century
234	Correll Revocable Trust	270	Deborah Kristen	306	Eason, Eldon R.
235	Costuma, Michael	271	Deitrich, Hans	307	Eastham, Michael
236	Couch, Eric	272	DeGozzo, Sandra	308	Eckermann, Darrell
237	Cox, David	273	Dellarova Jr., Daniel	309	Edelstein, Barry A.
238	Craighton, Leslie	274	Denend, Terry	310	Edwards, Donald
239	Crappell, Jane H.	275	DeYoung, Thomas	311	Egger, Betty
240	Crappell, Lawrence J.	276	Dicken, William A.	312	Egger, Dorothy J.
241	Creel, Kathy	277	Diffenderfer, Dan	313	Ella Osborn Revocable Living Trust
242	Crespy, Garrett J.	278	Diffenderfer, Marsha	314	Elmore, Frank Joseph
243	Crews, Dwayne	279	DiGiovanni Trust	315	Elms, Danny Joe
244	Criswell, Gerald Lee	280	Dillahunt, Jerry	316	Elwell, James
245	Crooks, S&K	281	Dipasquale Sr., John	317	Engerman & Mulhead
246	Crooks, Stephen D.	282	Dobson, Ruth Ann	318	Engerman, John P.
247	Cruey, Jana	283	Domenech, Miguel	319	Enos, Alice
248	Cruey, Robert	284	Donald Wu Family Trust	320	Esparza, Mario
249	Crump, Steven N.	285	Dorman, Betty L.	321	Espino, Ivonne
250	Crutchfield, Dennis	286	Douglas, Carl	322	Espinosa, Carlos
251	Cullinane, Diane A.	287	Douglas, CR	323	Estes, Gregory
252	Cummings, Elinore P.	288	Dowson, Douglas A.	324	Evans, Sid

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325	Evelene Fay Nour Special Needs Trust	361	Gajardo, Gale	397	Goodson, George
326	Fahay, Barbara A.	362	Galliver & Klirgensmith	398	Goodwin, Teresa
327	Fahay, Robert J.	363	Galliver Jr, Harry M.	399	Gordiany, Rosie M.
328	Fain, James	364	Galvanek Jr., James	400	Gordin, Edward
329	Farrow, Doris L.	365	Garbo Jr., John R.	401	Gordin, Glenda
330	Faust, Dana	366	Garcia, Frank	402	Gordon Trust
331	Feik, Adam	367	Garcia, Lisa M.	403	Gordon, John
332	Felix, Carleen	368	Garcia, Madeline	404	Gordon, Patrick
333	Felty, David	369	Gardner & Witt	405	Gorman, John F.
334	Fend, Patrick A.	370	Gardner, Herbert D.	406	Gossett, Ann
335	Ferguson, Stuart	371	Gardner, Julie K.	407	Gotcher, Buford Darrell
336	Fernando, Manel	372	Gardner, Robert A.	408	Gottler Jr., Anthony
337	Fernando, Sumith	373	Garouffe Trust	409	Gottuso Jr., Mario
338	Fesler, Scott R.	374	Garouffe, Gene	410	Gottuso, Gena S.
339	Fial, Diane	375	Garrett Jr., Shannon	411	Gottuso, Robin
340	Finamore II, Rudolph	376	Gaudio, Mark	412	Granados
341	Fischer, Theresa	377	Gavito, Eugene E.	413	Granados, Arnaldo
342	Fisher, Michael L.	378	George, Jack	414	Grandy, Michael
343	Fienthrope, Dale	379	Gerbermann, Alvin H.	415	Grant, Arthur R.
344	Flora E. Berke Irrev. Living Trust	380	Gerzich, Phyllis	416	Graves, Dean H.
345	Flores, Alfredo R.	381	Gibson, Patricia Kay	417	Gray Ant Corp
346	Florio, Gayle L.	382	Gilbert, Agnes M	418	Gray Ant Corp PSP
347	Flugrath, Nathan R.	383	Gillaspie, Gloria	419	Gray, Richard H.
348	Folden, Larry L.	384	Gillaspie, John	420	Greil, Lois
349	Foster, Donna A.	385	Gillet, Leslie T.	421	Greven, William
350	Fothergill, Reed M.	386	Gist, Johnnie	422	Griffith, Bernard Ray
351	Franklin, Sandra L.	387	Glaab, Leo	423	Griffith, Lloyd
352	Freitas	388	Godfrey, Forrest W.	424	Griffith, Norma K.
353	Freitas, Maria I.	389	Gomez, Rick	425	Grooris, Wilbur
354	Freitas, Vasco	390	Gomez, Tray Allan	426	Grosiron, Lola Mae
355	Fresch, Doris J.	391	Gonzales & Guasp	427	Guasp, Dara M.
356	Friedline, Larry	392	Gonzalez, Benjamin	428	Guerin, Carol
357	Friends of Weiser River Trail	393	Gonzalez, Rafael	429	Guerra Jr., Robert
358	Fries, Manuel	394	Gonzalez, Ricardo A.	430	Guerra Partnership
359	Gaither, Barbara	395	Gooch, Stephen	431	Guerrero, Melinda.
360	Gaither, Barbara Jean	396	Good, Adele Ruth	432	Gunn, Sandra M.

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433	Gunn, Steven C.	469	Hernandez	505	Hoifen Trust
434	Gustdorff, Elizabeth	470	Hernandez Jr., Manuel	506	Hoffen, Terrence
435	Guzman, Patricia	471	Hernandez, Carlos	507	Hunt, Julie
436	Haberer, Sharon	472	Hernandez, Manuel	508	Hunter, Julia
437	Hadley, John	473	Hernandez, Rachel	509	Hurst, Penny
438	Hale, Kenneth	474	Hicks, Amanda Courtney UTMA	510	Hurst, William
439	Hammett, Nelda	475	Hicks, Courtney	511	Hurtubise, Dale
440	Hamner, Mark	476	Hicks, J & L	512	Hussa, Ann
441	Handeland, Nancy K.	477	Hicks, Jack	513	Husted, Deanne
442	Hansel, Phil	478	Hicks, Lindsey K.	514	Hyman Jr., Benjamin
443	Hansen, Robert	479	Hight, Lance B.	515	Irwin, Darlene
444	Hantes, Jeffrey	480	Hill, Keith	516	Ivy, Lloyd
445	Hardy, Harry	481	Hill, Raymond L.	517	J & S Carr
446	Harkins, Herbert T.	482	Hillin Jr., Samuel	518	Jacobs Family Trust
447	Harnas, Daniel	483	Hillyer, Michelle Annamaria	519	Jacobs, Kenneth Wayne
448	Harriman, Christopher	484	Hironaka, Colleen C.	520	Jaguar Capital
449	Harris, Sarah	485	Hlad, Richard W.	521	Jayne, Betsy L.
450	Harrison Jr., Ronald C.	486	Hodges, J & S	522	Jenkins, Christopher B.
451	Harry & Severson	487	Hodges, Jewel T.	523	Jimenez, Juan
452	Harry, Julius	488	Hodges, Ross	524	Johnson, Betty
453	Hartenstein, Bobby	489	Hodges, Sandra	525	Johnson, D & B
454	Haskins, Max	490	Hoey, Paul	526	Johnson, David
455	Hatch, Darlene	491	Hoey, Scott	527	Johnson, Dennis
456	Hatcher, Kyoko	492	Hogan, Jean Michele	528	Johnson, John J.
457	Hayden, David L. & Susan K.	493	Hogan, Walter C.	529	Johnson, Lynn
458	Hayes, Walter P.	494	Hohmann, Dayton	530	Johnson, Phillip Leslie
459	Heard, J	495	Hohweiler, Randa Lee	531	Johnson, Rickey
460	Heaton, BJ & Joy	496	Holden, Stephen	532	Jones, Amma Lynn
461	Helstern, John R.	497	Holder, Timothy	533	Jones, Barbara
462	Hemphill, Steven	498	Hole, Mary Rosary	534	Jones, Daniel
463	Hennemann, Claire	499	Holick, Jerry	535	Jones, Deborah
464	Hensley	500	Holtclaw, John	536	Jones, James
465	Hensley, Christopher	501	Homer Trust	537	Jones, Margaret
466	Hensley, Kathaleen J	502	Homer, Quinten	538	Jones, Marle
467	Hentschel, Michael	503	Honeywell, Richard D.	539	Jones, Marilyn.
468	Herald, James	504	Horel, Charles	540	Jones, Mark

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541	Jones, Minga	577	Kilgore, Misti	613	Kunke, Eulalia D.
542	Jordan, D&N	578	Kilgore, Tim	614	Kutugata, Jorge
543	Jordan, David A.	579	Killian, Robert	615	Kutugata, Judy
544	Jordan, Deborah	580	Kim, Yo Han	616	Lachico, Debra
545	Jordan, John Charles	581	King	617	Lackey, Linda
546	Juszil, Mark	582	King, Betty	618	LaCour, Connie
547	K & R Sugimoto Trust	583	King, Detaine	619	Laman, Troy
548	Kageler, Woody	584	King, J&D	620	Lambert, Joanne
549	Kamimura, Yasuko	585	King, James	621	Landry, Norman
550	Kanz, D&F	586	King, Teri	622	Lang, Alvin Charles
551	Kanz, Douglas	587	Kingrey, Bill	623	Langley, Olga
552	Karam, Anthony	588	Kisling Jr., James	624	Lanier, David C.
553	Karson, Diane	589	Kit, Deborah	625	Larose Sr., Michael J.
554	Katlic, Charles & Ola	590	Kit, Tim	626	Larson, Paul
555	Katz, Irving R.	591	Kit, Timothy	627	Lashley, Raymond
556	Kaufman, Jean	592	Kiyau, Evelyn	628	Laska Revocable Family Trust
557	Kaufman, JH	593	Kobayashi, Hideo	629	Lasquete, Josh
558	Kawamoto, Robert	594	Koehler, E & P	630	Laura Sue Eyeman Trust
559	Kee, Anson	595	Koehler, Elwin	631	Lawrence W. Pickett Family Trust 2006
560	Keeling, Virginia.	596	Koepfel, Edmund	632	Lawrence, J
561	Keener, Suzanne	597	Koesler, Rudy	633	Lawrence, Johanna
562	Kelley, Bobbie	598	Kolb, Steven	634	Laxson, Glenn
563	Kelly III, John	599	Kalenda, TE	635	Lee, Renata
564	Kemp, Jack	600	Kolenda, Timothy	636	Lehmann, William
565	Kennedy, Tracie	601	Koorice, Carla	637	Lehr, Norman
566	Kennedy, Stephen	602	Koska, Joseph	638	Leimer, Jamie
567	Kerns, Byron	603	Kozicki, Alice Ann	639	LeMimon, Cheryl
568	Kerry, White	604	Kozuh, Karl	640	Lemon, Kirsten
569	Kessler, Delores	605	Kozusko, Andrew	641	Lerma, Magdalena
570	Kessler, Joseph C.	606	Krautkramer, Kelly	642	Leverson, Shannon D.
571	Kessler, Rhea H.	607	Kremer, Mark Jason	643	Levy, Barry
572	Kettle, Marj	608	Kriston, Deborah.	644	Levy, Bradley P.
573	Key, Janet	609	Kroeck Family Revocable Trust	645	Lew, Dennis
574	Khan, Tara	610	Krueger, Michael T.	646	Lewis
575	Kibler, Ted	611	Krusinski, Miroslawa Anna	647	Lewis, Beverly
576	Kiburz, Mark	612	Kufferath, Bruce	648	Lewis, Nancy

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649	Liebelt, Anthony	685	Manion, Rebecca	721	McDonald, DJ
650	Liebelt, Roger A.	686	Mann, Robert M.	722	McDonald, Drucilla
651	Light III, David W.	687	Margason, Bernard L	723	McDonald, RJ
652	Limbaugh, Marjorie L.	688	Marks, Thomas	724	McDonald, Robert
653	Lin, Lawrence	689	Marlow, Frank	725	McGann, Barbara
654	Lines, Cynthia	690	Marlow, Katherine	726	McGarland, Robert
655	Liponi, John	691	Marquez, Lucian	727	McIllian Trust
656	Lively, Jr., Robert	692	Marquis, Craig	728	McKinley, Thomas
657	Loflin, Leslie	693	Mar, Nils	729	McKinnis, Alicia.
658	Long, Billie	694	Marsell, Janith F	730	McMillan Revocable Trust
659	Long, Billy	695	Marth, James	731	McMurry, David
660	Long, Madeline	696	Martin, Vivian B.	732	McNulty, Michael
661	Long, Madelyn	697	Martinez, Gildardo	733	Medlin Family Trust
662	Lopez, Homero	698	Marvin W. Davis QTIP Trust	734	Medlin, Jr., Oscar
663	Lopez, Raul	699	Marvin, Peter	735	Meers, Monte
664	Lottridge, Douglas.	700	Mary C. Eng Living Trust	736	Meier, Kay
665	Lottridge, Molly	701	Mary Eng Trust	737	Meijerink, P.H., Ronaldus
666	Lovell, Kenneth	702	Matamoros, Rosario	738	Meier, Anita F.
667	Lozes, Timothy	703	Mathews, Mark	739	Melnick Trust (6781-554)
668	Luckenbach, Roger	704	Matson, Kathy	740	Melnick, Fredrick
669	Luckie, Johnnie	705	Matsuo Irrevocable Trust	741	Mena, Patricia A.
670	Lund, Catherine	706	Matsuo, Jon	742	Mercado, Jr., Antonio
671	Luttrell, Michael	707	Matthews, David	743	Meredith, Carol Ann
672	Luzern LLC	708	Mattison, Tanner L.	744	Meyer, Margaret
673	Lyons, Robert	709	Maxfield	745	Meyer, Robert
674	Mackay Family Trust	710	Maxfield, Peter	746	MH Zoeller Co
675	Mackay, Spencer	711	Maxfield, Richard	747	Michael & Margaret Sykes Trust
676	Macleod, Roger	712	Maxwell, Earl	748	Mikels, Mary L.
677	Madariaga, O	713	Mays	749	Mikels, Vernie F.
678	Madison, Jeannette	714	Mays, Alfred	750	Miles, Brad
679	Mathoney, Francis	715	McClendon, Mark Alan	751	Miles, Judith
680	Maila, Nancy M.	716	McCormac, Jerry & Rosemary	752	Miles, Larry L.
681	Malone, Ronnie	717	McCumber, Mitchell	753	Miller, Elois
682	Malone, W. Jane	718	McDavid, Elizabeth N.	754	Miller, Erin
683	Manas, Steve	719	McDavid, Frederick	755	Miller, Gary
684	Mangeshi Family Trust	720	McDermott, Michael.	756	Miller, Jerry

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757	Miller, JH	793	Neal-Noble, Cynthia D.	829	Onufieczuk, Boris G.
758	Miller, Peggy	794	Needham, Ruthie M.	830	Orchard Breeze LLC
759	Minamoto, Norimi	795	Neighbors, Virginia	831	Orchard Breeze Ptrs
760	Minn-Shong Chi Revocable Trust	796	Nelson, Jon E.	832	Orr, Wendy
761	Miranda, Sr., Raymond	797	Nemeth, Milana	833	Otto, Laureen Annette
762	Mitchell, Donald	798	Nester, William	834	Ouellette, Ed
763	Mitchell, Pamela	799	Neubauer, Gerard	835	Owen, Jr., Jimmy
764	Mitchell, Robert	800	Neubauer, Margot	836	Pair, Edith M.
765	Mohanty, Dr. Santosh	801	Newman, Wallace G.	837	Palmer, John J.
766	Molesan, Matthew	802	Ng, Clement.	838	Pardo, Richard
767	Molina-Rojas, Lorena	803	Nguyen, T	839	Parker
768	Monaghan, John	804	Nguyen, Thinh Teddy	840	Parker, A & S
769	Moody, Donna D	805	Nichols	841	Parker, Andrew
770	Moore, Lisabeth.	806	Nichols, Cynthia A.	842	Parker, Gary
771	Moore, Ted	807	Nichols, T&C	843	Parker, Stephen K.
772	Moore.	808	Nichols, Timothy	844	Parkinson, Patricia Lynn
773	Moran, Keith	809	Nichols, Tom E.	845	Parkinson, William
774	Moran, William F,	810	Nieckarz, Robert	846	Parsons, Adele Louise
775	Moravec, Barbara	811	Nixon, Caryle	847	Pasquale, John
776	Moravec, Barbara Ann	812	Noel, Adrienne (6781-838)	848	Patino, Jr., Usbaldo
777	Morey 2006 Family Trust	813	Noles, Lanier H.	849	Patrick, Lyndell
778	Morgan, Jerry P.	814	Norman, Acantha	850	Patterson, Sue
779	Morris, Shirley	815	Norris, Grant B.	851	Paul Didion Rev. Living Trust
780	Moseley, Thomas	816	North, Sherry	852	Paulson, Jennifer
781	Mueller, Garland G.	817	Norton, John	853	Pavlak, A. Samuel
782	Muller, Marvin	818	Nour Trust	854	Pechacek, Eric
783	Mullet, Stephen	819	Novak, Linda	855	Perucca, Anthony
784	Mullett, Stephen R	820	Noyes, Monica F.	856	Peschel, Julie L.
785	Munoz, Maria	821	O'Hara, Rita	857	Peters, Sharon L
786	Murdock, Robert D.	822	O'Neal, Pamela	858	Peterson, Alicia
787	Muse, George W.	823	O'Neill, James	859	Peterson, Audrey
788	Myers, Barbara	824	Oifutt, Derren	860	Peterson, J & J
789	Myers, Barbara B.J.	825	Oge, Antoine	861	Peterson, Jerry
790	Myers, Joseph B.	826	Oge, Antoine/Wm Wandrey	862	Petrovic, Kathleen K.
791	Naidl, George	827	Olesen, Garland	863	Pevehouse, Bobby
792	Nakano, Betsy	828	Olson, Leslie	864	Pevehouse, Noreen

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865	Phillips, Jimmie	901	QVest III Master Fund, LLC.	937	Rizzuto, Fara
866	Piccolella, Gloria M.	902	R.R. Guerra Jr. Partnership, Ltd	938	RL Corp 401K
867	Pickett, Larry	903	Rabozzi, Alfred	939	Roach, Deris W.
868	Piena, Veronica	904	Raines, Steve	940	Robbins, Leah
869	Pike, Edie Denne	905	Rakvica, Mark	941	Robertson, Pamela P.
870	Pinkerton, Gary	906	Randall, Mary A.	942	Robertson, Paula
871	Pitt, Dwight	907	Rasmussen, Reid Curtis	943	Robinson, C
872	Pittman, Martha	908	Rathmann Trust	944	Robinson, C. Lyn
873	Plale, Kathleen	909	Rathmann, Joan Marie	945	Robinson, Catherine
874	Pledger, Shirley Inez	910	Ray, Shirley F.	946	Robinson, Dean
875	Plumb, John	911	Reconciliation	947	Robinson, Dean & Cyn Lyn
876	Pogue, Gwen	912	Redenbaugh, Ralph	948	Robinson, J.C
877	Polardi, Candace	913	Reed, Billings & Mosley	949	Robinson, Jodene
878	Polardi, Steve	914	Reed, Joe D.	950	Robinson, Judith
879	Pool, Steven Michael	915	Reeve, Thomas	951	Robinson, Judith Kay
880	Pope, Rocky	916	Regan, Wade A.	952	Rodgers
881	Pope, Ronnie	917	Reid	953	Rodgers, Eugene H.
882	Powell, Billy Ed	918	Reid, Susan Laird	954	Rodgers, Wendy
883	Prado, Sandra	919	Reid, W&M	955	Rodriguez, Shirley
884	Pratt, Connie Jo	920	Reid, William	956	Roemer, Alan R.
885	Prewitt, Bonnie	921	Renert, Scott	957	Rogers
886	Prichard, Stanley	922	Resendez, Josie D.	958	Rogers, David
887	Prickett, Robert G.	923	Resseguie, Mark	959	Rogers, Jeff
888	Pullen, Dwight	924	Rice	960	Rogers, Perry
889	Pullen, Eleanore	925	Rice, Gene	961	Rogers, Thomas Michael
890	Pummill, Giles	926	Rice, Harold N.	962	Rogers, Wendy.
891	Purvis	927	Rice, John	963	Rojas, Jr., Jorge
892	Purvis, J-BENE	928	Richards Revocable Living Trust	964	Rojas, Lorena Molina
893	Purvis, Judith	929	Richardson, David Jean	965	Roman, Isabel
894	Purvis, Larry N.	930	Richardson, Felicia Ann	966	Romero, Carl A.
895	Pyros George & Karen	931	Rister, Olivia	967	Romero, Carlos A.
896	Pyros, George	932	Ritter, James W.	968	Rosaly, Cheryl H.
897	Quadros, Shirley	933	Riza, J.C.	969	Rose, Christine
898	Quayle, Vicki	934	Rizzo, Louis J.	970	Rose, Priscilla
899	Quigley, Nancy	935	Rizzuto, Amico J.	971	Rose, Thomas
900	Qvest III	936	Rizzuto, Charles	972	Roskind, David B.

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973	Rousseau, John	Shah, S&M	1045
974	Rugnetta Revocable Living Trust	Shah, Sandip	1046
975	Ryan, Patrick	Shamleffer, Ann Harris	1047
976	Sabel, Carole	Shaw, Luella	1048
977	Saenz, Delta	Shearer & Sellin Family Trust	1049
978	Saggio, Joseph.	Sherer, James A.	1050
979	Sale, Erik	Sherratt, Carol Ann	1051
980	Saimmartino, Kim	Shewmaker, Nancy	1052
981	Samuels, Joseph	Shewmaker, Samuel	1053
982	Sanchez, Ana Maria	Shields, Susan	1054
983	Sanders Family Trust	Shive, Robbie D.	1055
984	Sandia Ranch Partnership	Short, James	1056
985	Sawyer John L.	Sidders, Eileen	1057
986	Schaaf, Clifford	Sills, Frances W. "Billie"	1058
987	Schaefer, Sioux H.	Silva, Bruce	1059
988	Schelske, Louis	Singh, Angela S.	1060
989	Schiller, Jack C.	Skalsky, Gary	1061
990	Schmidt	Skinner, Robert R.	1062
991	Schmidt, Alton W.	Slay, Chris	1063
992	Schneider, John	Smiley, Duane	1064
993	Schneider, John P.	Smith, Ann	1065
994	Schneider, JR	Smith, Byron	1066
995	Schneider, Lisa Kay	Smith, Diane Rommes	1067
996	Schonfeld, Nancy J.	Smith, Gary	1068
997	Schubert, Frederick	Smith, Marsha	1069
998	Schwartz, Ronald	Smith, Nelda.	1070
999	Scoggins, Henry M.	Smith, Ronald	1071
1000	Scott, Durward L.	Smith, Sharon	1072
1001	Seeger, Marc	Smith, Tava	1073
1002	Sentelle, Sandra	Snodgrass, Robert Blake	1074
1003	Sentelle, Thomas	Soefje, Elmer B.	1075
1004	Sereno, Marlene	Soefje, Elsie M.	1076
1005	Severson, Lois	Solls, Maria	1077
1006	Shafer, John	Solito, Daniel	1078
1007	Shah, H&H	Somner, Timothy	1079
1008	Shah, Himanshu	Souza, Kip	1080
		Souza, Maura	
		Spady, Betty	
		Spagnola, Frank	
		Sparkman, Bill WJ/Adam	
		Spears	
		Spears, Edith M.	
		Spears, Michael R.	
		Squier, Ellen	
		Stafford, Penny A.	
		Stafford, Richard	
		Stahl, Karen (6781-618)	
		Staley, Joseph	
		Stanford, Barbara K.	
		Stanlon	
		Stanion, Thomas J.	
		Stanton, Dwayne	
		Staufner, Jay	
		Stedham, Floyd L.	
		Steinkamp, Kay	
		Stephens, Cynthia D.	
		Stille, Brooke	
		Stockl, Anthony	
		Stoessel Trust	
		Stokes, Tina.	
		Stone-Pritzkau, Sandra	
		Stosik, Sherel	
		Strauss, Marilyn L.	
		Stroh, Karen	
		Stubblefield, Peggy	
		Stuckey, Patricia A.	
		Suarez, David	
		Suarez, Ramona C.	
		Sudemo, Leslie	
		Sugimoto Living Trust	
		Sullivan, Florence D.	
		Sullivan, Gloria P.	

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1081	Sullivan, Rondo	1117	Titmus, Shirley J.	1153	Walker Living Trust
1082	Sullivan, RK	1118	Todd, Bryan	1154	Walker V, William H.
1083	Svane, Todd J.	1119	Todd, Garvey	1155	Walker, B
1084	Sweeney, Barbara	1120	Torre, Gregg	1156	Walker, Barbara
1085	Sylla Family Trust	1121	Torres Trust	1157	Walker, Brian
1086	Tauchert, Robin Gail	1122	Traylor	1158	Walker, John B
1087	Taylor	1123	Traylor, Elaine S.	1159	Walker, Linda
1088	Taylor Living Trust	1124	Traylor, Jason C.	1160	Walling
1089	Taylor, Robert L.	1125	Trust of Samuel & Nancy Shewmaker	1161	Walling, Ann
1090	Teague, Glenda J.	1126	Turner, Terry Glynn	1162	Walling, John F.
1091	Tennariello, Alfonso	1127	Tvedines, Michael	1163	Walsh, Catherine
1092	Tenney, Paul D.	1128	Uecka, Kathy DH	1164	Walsh, James M. & Catherine
1093	Tharpe, Deborah F.	1129	Uramoto, Michael.	1165	Walter, Nancy L.
1094	The Denco Trust	1130	Utay, Judy	1166	Wathers, Rex
1095	The Douglas H. Blumenthal Living Trust	1131	UTMA T Ingram	1167	Wandrey, Jr., William A.
1096	The Gray Ant Corp Profit Sharing	1132	Van Norman	1168	Wandrey/Oge
1097	The Gray Ant Corporation	1133	Van Norman, Charles C.	1169	Ward, Miralee
1098	The Kaye Family Trust	1134	Van Norman, Janice	1170	Ward, Robert D.
1099	The Marvin W. Davis QTIP Trust	1135	Van Norman, Janice & Charles	1171	Washington, Shane M.
1100	The Pearl A. Configliano Revocable Trust	1136	Vandamme-Wildt, Monique	1172	Watkins, Debra T.
1101	Thomas, Danny R.	1137	Vanderpoel, Robert L.	1173	Watkins, Remedios
1102	Thomas, Gaiene	1138	VanName, Richard W	1174	Watson, Carole J.
1103	Thomas, Ronald	1139	Vergara-Lemon, Dora	1175	Watson, Jr., Fletcher
1104	Thomas, Steven	1140	Vernon, Carole A.	1176	Watson, Sammy
1105	Thomas, Thomas	1141	Vickers, Kevin P.	1177	Weaver, Sr., James W.
1106	Thomas, Warren B.	1142	Vielman, Edmundo V.	1178	Weinstock, Daniel
1107	Thomas, William B.	1143	Villarreal, Rebecca	1179	Welch, Linda
1108	Thompson, BJ	1144	Virginia R. Easton Trust	1180	Werner & Syllia Trust
1109	Thompson, Bob	1145	Voneiff, James	1181	Werner Family Living Trust.
1110	Thompson, Terry	1146	Wachtendorf, Henry	1182	West
1111	Thornton, Ashlee L.	1147	Waechter, Sandra	1183	West, Kelly A.
1112	Thornton, Jean M.	1148	Walkin, Alan	1184	Westerheide Trust
1113	Thorton	1149	Walcheff, Luben S.	1185	Wheeler, D. Michael
1114	Timmons, Cary	1150	Waldrop, Russ Alan	1186	Wheeler, Marilyn
1115	Tiscolne, Lynn	1151	Walker	1187	Whitaker, Gregg S.
1116	Titlow St., Justice C.	1152	Walker Barbara & Brian	1188	Whitaker, Josef E.

RETIREMENT VALUE, LLC Customer Contact List

	Investor Contact List	Investor Contact List
1189	White	Wong, Ming Lan V.
1190	White Family Trust	Wong, Wilfred
1191	White, Edwin	Wood Family Trust
1192	White, Kerry A.	Wood, Karen
1193	White, Michael J.	Wood, Randall
1194	Whitmire, Robert J.	Woodard, John V.
1195	Wicker, Scott	Workman, Carla J.
1196	Wicker, Scott & D.	Worthy, Edith
1197	Widberger, Janice	Woychik, Linda
1198	Wildt, Dirk	Wright, Roberta
1199	Wildt, Monique VanDamme	Wrinkle, Robert
1200	Wilhelm, Sharon C.	Wurst, Walter K
1201	Wilkshire, Arlene	Wuthrich, Kelly T.
1202	Wilkshire, Jr., William	Wyrick, Dennis R.
1203	Williams	Yamano, Helen K
1204	Williams, Carol	Yates
1205	Williams, Erdrene	Yates, Robert G.
1206	Williams, Frankie J.	Young, Glenn
1207	Williams, Karl W.	Zarate, Humberto
1208	Williams, Mary Lou	Zawislak
1209	Williams, Roger	Zawislak, Walter
1210	Williamson, Todd	Zeisberg, Mark D.
1211	Willix, Corey	Zelinski, Donna Marie
1212	Wills, George Thomas	Zibton, Thomas
1213	Wills, Janice Lee	Zibton, Thomas & L
1214	Wilson	Zimmerman, John M.
1215	Wilson, David	Zoerner, Richard S.
1216	Wilson, Mitchell D.	Zoller, Mark
1217	Wilson, William R.	
1218	Wfms Trust	
1219	Wfms, Ben	
1220	Wingo, Jason	
1221	Winston, Lorelei D.	
1222	Wolfe, Lisa	
1223	Woboss, Robert J.	
1224	Wong	