

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

STATE OF TEXAS,

Plaintiff,

v.

RETIREMENT VALUE, LLC,
RICHARD H. "DICK" GRAY, HILL
COUNTRY FUNDING, LLC, a
Texas Limited Liability Company,
HILL COUNTRY FUNDING, a Nevada
Limited Liability Company, and
WENDY ROGERS,

Defendants,

AND

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

Relief Defendant.

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

**APPENDIX IN SUPPORT OF INITIAL REPORT OF EDUARDO S. ESPINOSA,
TEMPORARY RECEIVER FOR RETIREMENT VALUE, LLC**

Michael D. Napoli
Texas Bar No. 14803400
K&L Gates LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
214.939.5500
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ATTORNEYS FOR THE COURT-
APPOINTED RECEIVER OF
RETIREMENT VALUE, LLC

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above pleading has been served on the following, via certified mail, return receipt requested on this 28th day of July 2010.


Kara Kennedy
Jennifer Jackson
Financial Litigation Division
300 W. 15th Street, Sixth Floor
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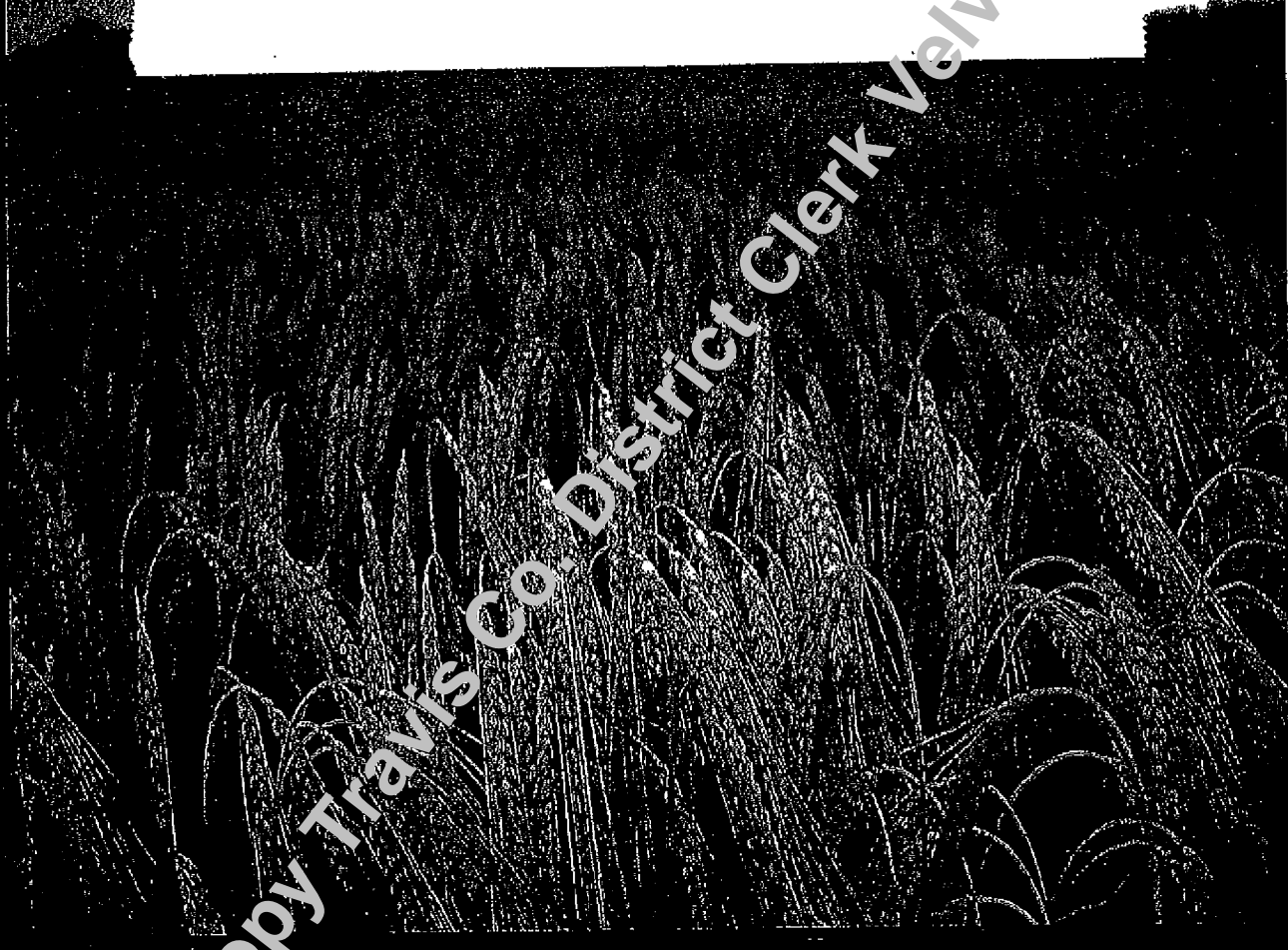
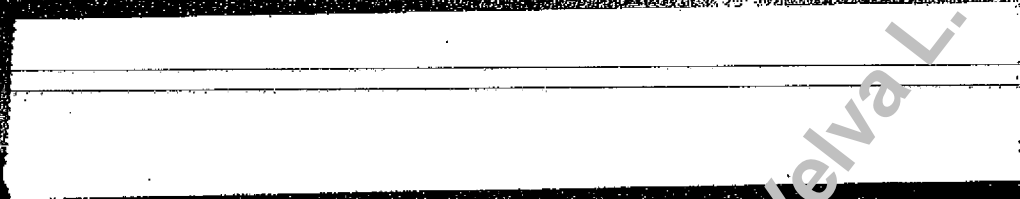


Michael D. Napoli

Exhibit A

Exhibit A-1

Confirmation of Participation
Prepared Especially For:



RETIREMENT VALUE, LLC

487 Lamar Street, Suite B
New Braunfels, TX 78130

PO Box 310635
New Braunfels, TX 78131

Phones: 830-624-8888
210-832-9040
Fax: 830-609-8002

www.retirementvalue.com
rv@retirementvalue.com



Copy of Participation Documents

Unofficial copy Travis Co. District Clerk Velda L. Price



457 Landa Street, Suite B, New Braunfels, TX 78130 • Phones: (830) 624-8858 / (210) 832-9040 • Fax: (866) 428-4644 • www.retirementvalue.com

LOAN AGREEMENT

Individual Retirement Account

Effective Date: 5/1/11
(Manager of RV, LLC will date)

This Agreement is being entered into by and between:

Retirement Value, LLC, a Texas limited liability company, whose principal address is 457 Landa Street, Suite B, New Braunfels, Texas 78130 (mailing address: P.O. Box 310635, New Braunfels, Texas 78131-0635) (hereinafter referred to as "Agent").

AND

Individual Retirement Account # _____ ("Lender") maintained for
The benefit of _____ ("IRA Owner")
(name of IRA Owner)

Address: _____

Phone: _____ Cell: _____ Fax: _____

E-mail address: _____

Custodian of Record ("Custodian"): (please choose one)

☒ IPAS Southwest, LLC, whose mailing address is 8226 Douglas Avenue, Suite 332, Dallas, TX 75225 and whose telephone number is (800) 473-1977;

☐ Provident Group, whose address is 7345 S. Durango Drive, Suite B107-356, Las Vegas, Nevada 89113 and whose telephone number is (702) 434-0023; or

☐ IRA Services Trust Company, whose address is PO Box 7080, San Carlos, California 94070 and whose telephone number is (650) 593-2221.

"Loan" amount in the sum of _____
(write out amount)

(\$ _____)

WHEREAS, Agent is in the business of purchasing and being sole owner of re-sale life insurance policies acquired from various re-sale life insurance policy sources;

WHEREAS, the IRA Owner has reviewed and authorized an Agreement for a non-recourse Loan from IRA Owner's Individual Retirement Account for use by Agent in acquiring, purchasing and being sole owner of a certain re-sale life insurance policy or policies;

WHEREAS, IRA Owner approves and adopts the standard(s) used by Agent to evaluate, qualify, acquire, purchase and solely own a re-sale life insurance policy or policies;

WHEREAS, IRA Owner approves of collateralizing the Loan with a pro-rata death benefit in IRA Owner-selected re-sale life insurance policy or policies solely owned by Agent;

WHEREAS, IRA Owner understands and agrees that Loan proceeds used by Agent and the process followed by Agent in acquiring, purchasing and becoming sole owner of a re-sale life insurance policy or policies is not considered to be a security. Therefore the IRA Owner authorizes a Loan for the purposes outlined herein which in no way is considered or construed to be participating in any type of security.

NOW, THEREFORE, all Parties wish to enter into a mutual agreement by which the Agent will accept Loan proceeds from the Lender through an Individual Retirement Account for use in acquiring, purchasing and being sole owner of a re-sale life insurance policy or policies, said Loan proceeds to be collateralized with a pro-rata death benefit in one or more re-sale life insurance policies pursuant to the IRA Owner's authorization as set forth in the Loan Agreement(s) and IRA Owner's Policy Agreement(s).

General Disclosure Statement - Terms of Loan

1. Lender is entering into a Loan Agreement whereby Lender will Loan to Agent certain funds from an Individual Retirement Account of which the IRA Owner is the beneficial owner, said Loan proceeds to be used by Agent to acquire, purchase and be sole owner of a re-sale life insurance policy or policies and for which the law firm of Kiesling, Porter, Kiesling & Free, P.C., 348 East San Antonio Street, New Braunfels, Texas 78130 (hereinafter referred to as "Escrow Agent") will become the Escrow Agent. As instructed by IRA Owner, Lender will disburse to the Escrow Agent certain funds to be collateralized with a pro-rata death benefit based on the combined value of the Loan and a base-line expected income. This Loan will fund the following activities: (a) purchase of a re-sale life insurance policy or policies by Agent; (b) payment of premiums by the Escrow Agent to maintain at all times the in-force status of the re-sale life insurance policy or policies after purchase; (c) payment of administrative costs and fees associated with this transaction, including a "death tracking" service, commissions, escrow agent and bank fees and interest payments as needed.

2. The person whose life insurance policy has been sold is called the Insured and this person remains the Insured on a re-sale life insurance policy but no longer is the beneficiary for that policy. The Insured and his / her designated beneficiaries have given up all rights and interest in the death benefit of the re-sale life insurance policy or policies.

3. Re-sale life insurance policies are policies that already have been sold on the open market by the original Insured or the original owner, with the Agent as the new policy owner purchasing the death benefit of a life insurance policy at a discount to the "face value" or death benefit of the policy; said purchase usually made from another investor / owner and not directly from the Insured or original owner. In a re-sale life insurance policy agreement, the Insured typically is of advanced age with a Life Expectancy ("LE") of between 3 and 10 years. This document will refer to these transactions collectively as "re-sale life insurance policies".

4. IRA Owner may instruct Lender to Loan funds to facilitate the purchase of an entire re-sale life insurance policy, to participate in only one policy, or spread the Loan proceeds over several policies. If this Loan funds the acquisition, purchase and sole ownership by Agent of more than one policy, it is understood that the Agent may obtain the balance of the purchase price and other associated costs, fees and expenses from additional Client-Participants and/or IRA Owners. When the Insured passes away, Custodian on behalf of the Lender will receive back: all of the original loan, the base-line expected interest for the Loan, and any pro-rata refund of unspent premium funds associated with the policies acquired because of this Loan.

5. Agent will collateralize this Loan by giving Lender an irrevocable pro-rata death benefit in each re-sale life insurance policy outlined in the IRA Owner's Policy Agreement, said death benefit portion being equal to the original Loan proceeds plus a base-line expected interest payment determined by the Life Expectancy of each Insured. This collateralized value is maintained by and administered for each Lender by the Escrow Agent until the policy matures due to the death of the Insured. Understand it is possible that at the time the Loan is extended for any re-sale life insurance policy, said policy may have been fully subscribed. In this situation, Agent will notify Lender through the Custodian, IRA Owner, and IRA Owner's Licensee immediately and will, pursuant to the terms of the IRA Owner's Policy Participation Agreement, offer Lender an opportunity to provide Loan proceeds for a policy of a similar or greater total value based on the policy face amount and the Life Expectancy of the Insured.

6. Understand that no one can predict with 100% accuracy the actual LE of any Insured. Some factors that may affect the accuracy of an LE prediction are: (a) the experience and qualification of the medical personnel setting the LE; (b) the nature of the Insured's illness(es) or health condition(s); (c) future improvements in medical treatment(s) and cures. In this context, the net Loan interest may vary substantially from the base-line expected interest because true net interest would be higher if the Insured passed away earlier than the expected LE or it would be lower if the Insured passed away later than the expected LE. If the Insured passes away earlier than expected, the Lender will receive on behalf of the IRA Owner for redeposit in the Individual Retirement Account a pro-rata refund of the escrow amounts which were not used from the Loan to pay premiums.

7. This Loan transaction may have tax consequences for IRA Owner and the Individual Retirement Account. IRA Owner is authorizing Lender to Loan a sum of money upon which Agent will pay a base-line expected interest in accordance with the IRA Owner's Policy Agreement. The net interest credited by this Loan will be paid to the Lender when the re-sale life insurance policy or policies mature due to the death of the Insured. IRA Owner will need to consult with a tax advisor regarding this Loan so there is complete understanding of the tax implications of this Loan transaction.

8. ~~Monies used for the Loan in this program are not liquid during the entire term as outlined in the IRA Owner's Policy Agreement. Therefore, great care should be exercised and great caution observed in determining a proper, balanced Loan amount for use in this re-sale life insurance policy transaction.~~

9. Please note, especially, that if IRA Owner passes away during the term of the Loan Agreement, the beneficiary(ies) or contingent beneficiary(ies) of the Individual Retirement Account will inherit / acquire the Loan Agreement - but said Loan Agreement remains in force until maturity due either to: (a) the passing of the Insured or (b) pay-out by the insurer. This Loan Agreement never results in a "cash disbursement" to any beneficiary(ies) or contingent beneficiary(ies) until maturity. The death of the Insured - not the death of the IRA Owner - determines the maturity date of this Loan Agreement and it is the obligation of IRA Owner to so inform all beneficiary(ies) and contingent beneficiary(ies).

10. Whenever maturity occurs due to the passing of the Insured, even if the Insured's passing is prior to the expiration of the calculated LE, the Loan Agreement will result in the Individual Retirement Account receiving a full return of all the original Loan amount plus all promised base-line expected interest. Example: if the entire term of the Loan Agreement is 48 months and the policy matures after 12 months due to the death of the Insured, along with the original Loan amount, the full 48-month interest accrual will be paid to the Lender, as well as a pro-rata share of any unused premiums remaining in the policy escrow sub-account.

11. In the event that the Insured lives beyond the Life-Expectancy plus another twenty-four (24) months and in the unlikely event that the policy escrow sub-account managed by the Escrow Agent becomes depleted, then upon the depletion of said premium-paying escrow sub-account it may become necessary to contact the Lender through the Custodian and the IRA Owner to have IRA Owner authorize Lender to pay to the Escrow Agent, on a pro-rata basis, future premiums that may become due until the Insured passes away. Therefore, sufficient funds must be allocated within the Individual Retirement Account to meet this unlikely but possible future need. These additional premium payments are not part of the original Loan amount and will not be paid back at maturity.

IRA Owner to Initial

12. Since this Loan is funded by an Individual Retirement Account, IRA Owner may want to consult with a tax advisor or IRA custodian regarding additional amounts to be advanced if the Insured lives beyond the Life Expectancy and future pro-rata premium payments must be made to keep the re-sale life insurance policy or policies from lapsing. It may be necessary for IRA Owner to retain some reserves in the Custodial Account to pay possible future premiums.

13. The Agent is a viable company whose business activities include the purchase of re-sale life insurance policies. Agent has no prior knowledge of IRA Owner's investment experience or IRA Owner's financial wherewithal to approve this Loan transaction. The IRA Owner's decision to enter into this transaction will be based on his / her own independent investigation; still, Agent takes the following specific steps to safeguard the Loan funds:

- (a) Only insurance carriers rated "A-" or better by A.M. Best are used for this re-sale life insurance loan program;
- (b) All Loan proceeds are maintained by or pass through the Escrow Agent and are deposited in a cash or cash equivalent account with Wells Fargo Bank, N.A., 1000 North Walnut Street,

New Braunfels, Texas 78130 (hereinafter the "Escrow Account") in an FDIC-Insured account, to be used for the purpose of enabling Agent to purchase a re-sale life insurance policy or policies owned solely by the Agent; the payment of premiums and other necessary payments peculiar to the Agent taking ownership of a policy. Notwithstanding, re-sale life insurance policies are not endorsed by any bank; outcomes are not guaranteed by any bank; and this is not an FDIC-Insured financial transaction.

- (c) Loan proceeds used by Agent to purchase a re-sale life insurance policy or policies noted in the IRA Owner's Policy Agreement are transferred to and exclusively handled by Pacific Northwest Title Company of Oregon, 111 Southwest Columbia Avenue, Suite 200, Portland, Oregon 97201.
- (d) Monies accumulated for paying all premiums due for a re-sale life insurance policy or policies owned by Agent are maintained in escrow sub-accounts at Wells Fargo Bank, N.A. and administered by the Escrow Agent.
- (e) Interest from all Escrow Accounts will be the property of the Agent, being part of the Agent's fee structure and will not be owned by or distributed to Lender for re-deposit in IRA Owner's Individual Retirement Account.
- (f) Agent or its Escrow Agent will not in any way use Loan proceeds in any manner whatsoever other than what is directed by the IRA Owner.

14. IRA Owner hereby represents and warrants to Agent that IRA Owner is sufficiently sophisticated in financial matters of this type to make an independent, informed, wise and balanced decision to participate in a Loan involving a re-sale life insurance policy. IRA Owner further represents and warrants that this matter was thoroughly reviewed with his / her Retirement Value, LLC Licensee. IRA Owner further represents and warrants that he / she has access to professional investment advice; has adequate means of providing for current and future financial needs and possible contingencies; has no need for liquidity in this Loan; is able to bear the risk of a Loan in a policy or policies for an indeterminate period of time; could afford a complete loss of the Loan and is committing to a Loan amount which bears a reasonable relationship to IRA Owner's total net worth.

IRA Owner to initial



Affirmative Representations of IRA Owner

1. IRA Owner hereby confirms that he / she has read and understands the above. IRA Owner further hereby confirms that _____ (Licensee) has explained fully the Loan Agreement for a re-sale life insurance policy and all associated risks.
2. IRA Owner further acknowledges that he / she has carefully examined his / her financial resources, investment objectives, and tolerance for risk and that after considering the benefits and risks associated with this Loan Agreement, freely authorizes and directs the Lender to execute this transaction with Agent using funds from an Individual Retirement Account.
3. IRA Owner has been given the opportunity to ask questions of and receive answers from Agent concerning the terms and conditions of this Loan Agreement and any other matters pertaining to this transaction, and IRA Owner has had the opportunity to obtain such additional data necessary to verify the accuracy of the information contained herein and satisfy his / her due diligence efforts on this transaction in order for him / her to evaluate the merits and risks of this Loan Agreement.
4. IRA Owner further represents that he / she fully understands the risks associated with this transaction either by independent analysis or as explained by one or more professionals, trusted

financial advisors and / or attorneys not affiliated with or in any way associated with or compensated by Agent or its affiliates.

5. IRA Owner further represents that he / she has adequate means to provide for his / her current and future financial needs and personal contingencies; that he / she has no need for liquidity in the participation of this transaction and that he / she is able to bear the financial risk described in this Loan Agreement for the determined period of time; that he / she has had adequate time to seek legal, tax and investment advice.

6. IRA Owner will maintain the confidentiality of all medical and insurance information received in connection with Agent's purchase and sole ownership of the re-sale life insurance policy or policies at issue in this transaction.

7. IRA Owner understands and agrees that the Loan Agreement and the IRA Owner's Policy Agreement are of a "buy and hold" nature; that there is no offer made or any offer implied of liquidity during the entire period of the Loan Agreement or the IRA Owner's Policy Agreement; that Agent offers no buy-back guarantee; that the IRA Owner understands that even upon his / her death, a contingent beneficiary(ies) "inherit(s)" the Loan Agreement and IRA Owner's Policy Agreement but must wait for its full maturity before realizing any "cash distribution" from this re-sale life insurance policy Loan.

8. IRA Owner represents and warrants that this Loan Agreement executed by Lender at the instruction of and with the approval of IRA Owner is for his / her exclusive gain through an Individual Retirement Account and that IRA Owner will not sell, assign or distribute this Loan Agreement to any other person or entity;

9. IRA Owner represents and warrants that he / she has not relied on Agent for any legal, tax or investment advice for this Loan Agreement, whether expressly stated, inferred or assumed. IRA Owner further represents and warrants that he / she has such knowledge and experience in financial, investment and business matters in general so that he / she is capable of evaluating the risks and merits before entering into this Loan Agreement and directing Lender to complete this transaction with Agent.

10. IRA Owner has not relied exclusively and only on any statements, representations or warranties, whether verbal or in writing, made by Agent, its Licensees or employees, with respect to his / her decision to authorize this Loan Agreement.

11. IRA Owner further represents that the information contained herein is true, complete and accurate and may be relied on by Agent in entering into the transaction described herein.

Mutual Agreement

The Parties agree that this transaction will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. IRA Owner and Agent agree that all claims, disputes, controversies, differences or other matters in question arising out of the relationship between IRA Owner and Agent (and its officers, directors, agents and / or employees), whether related to the Loan Agreement, IRA Owner's Policy Agreement, or otherwise shall be settled finally, completely and conclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, by one or more arbitrator, chosen in accordance with

the Rules. The decision of the arbitrator(s) shall be final and binding on all parties. Any arbitration held in accordance with this paragraph shall be private and confidential. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator(s). The prevailing party shall be entitled to recover all reasonable and necessary attorney's fees and costs from the non-prevailing party.

Acknowledged by:

AGENT:

RETIREMENT VALUE, LLC
a Texas limited liability company

Wendy Rogers
Manager's signature
Wendy Rogers
Print Manager's name

IRA OWNER:

IRA Owner's Release Authorization for:

☒ Traditional IRA ☐ Roth IRA ☐ SEP IRA ☐ Simple IRA ☐ Beneficiary IRA (check one)

[Signature]
IRA Owner's signature



Social Security # _____ / _____ / _____

Print IRA Owner's name

Date of birth: Month ____ Day ____ Year ____

Date: _____

Place of birth: _____
City & State or City & Country if not U.S.

Photo ID type: Drivers License

Photo ID number: _____

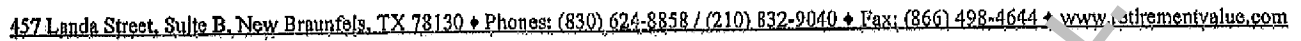
Expires on: Month ____ Day ____ Year ____

FOR PROVIDENT GROUP SIGNATURE ONLY:

Provident Group, LLC as Custodian FBO the _____
Enter IRA owner's name here

☐ Traditional IRA ☐ Roth IRA ☐ SEP IRA
☐ Simple IRA ☐ Pension / Profit Sharing / 401k ☐ Beneficiary IRA

By: _____
For Provident Group, LLC - as Custodian



Effective Date: 12/1/2017
(Manager of RV, LLC will date)

USD\$ _____
(total loan amount)

IRA Owner's name: _____

IRA Owner's address for service of this Agreement: _____

Recitals

in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
EFFECTIVE DATE

- 1.1 Effective Date. This Agreement shall not be effective until Loan proceeds are transferred from the IRA Owner's Individual Retirement Account, received into the Master Escrow Account maintained by Escrow Agent at Wells Fargo Bank, N.A., in New Braunfels, Texas, and the Agreement has been approved by Agent on a reasonable and timely basis.

SECTION 2
AGENT'S RIGHTS AND OBLIGATIONS

- 2.1 During the Term of this Agreement, Agent shall:
- (a) provide to IRA Owner and Custodian all documentation pertinent to the use of the Loan by Agent;
 - (b) provide a copy of this Agreement to the designated Escrow Agent; and
 - (c) create and maintain accurate records for IRA Owner and Custodian that pertain to the use of the Loan by Agent and from time to time, as appropriate, provide reports to both IRA Owner and Custodian.
- 2.2 No Additional Duties. Except as set forth in Paragraph 2.1, Agent shall have no other duties or obligations to IRA Owner or Custodian other than to use reasonable efforts to assist IRA Owner and / or Custodian if requested.
- 2.3 Right to Grant Security Interest. Agent may grant to additional client-participants and additional IRA Owners a fractional participation in the re-sale life insurance policy, provided that Agent will not allow the combined fractional participation to exceed the face amount or death benefit of the re-sale life insurance policy.

SECTION 3
IRA OWNER'S RIGHTS AND OBLIGATIONS

- 3.1 IRA Owner's Loan Protection. IRA Owner's Loan shall be collateralized and protected with an irrevocable pro-rata death benefit in each re-sale life insurance policy acquired by Agent using the Loan proceeds approved by IRA Owner and advanced by Lender. Said irrevocable pro-rata death benefit shall be detailed and set forth in Exhibit A, attached hereto.
- 3.2 No investment in a life insurance contract. The Agent alone shall have complete and sole ownership of each and every re-sale life insurance policy enumerated in Exhibit A, each such re-sale life insurance policy acquired and purchased by using the Loan proceeds authorized by the IRA Owner. No part of this Loan transaction ever gives the Individual Retirement Account ownership in any re-sale life insurance policy. This Loan transaction intends

always to honor and has been specifically constructed to honor the U.S. Tax Code Section 408(a)(3) prohibition against Individual Retirement Accounts being invested in life insurance contracts.

- 3.3 Settlement. Upon maturity of each selected re-sale life insurance policy at the death of the Insured, Lender on behalf of IRA Owner will receive a settlement from the Escrow Agent consisting of: (a) a full refund of all original net Loan proceeds; (b) payment of all earned interest for the use of the funds until policy maturity; and (c) a pro-rata refund of any unused premiums from the escrow sub-account for each policy at Wells Fargo Bank, N.A.
- 3.4 Payment Terms. Terms of payment are as provided in the Loan Agreement currently in effect between the Parties.
- 3.5 Associated Costs. IRA Owner acknowledges that all Loan proceeds will be used to cover all costs associated with the acquisition, purchase and sole ownership by Agent of a re-sale life insurance policy or policies, to include cost of purchasing the re-sale life insurance policy; paying premiums on the re-sale life insurance policy; and paying administrative costs and any other fees associated with the re-sale life insurance policy, including commissions.
- 3.6 Confidentiality. IRA Owner agrees not to disclose any identifying information about the Insured to any person except as necessary to enter into and execute the Loan Agreement and Policy Agreement.
- 3.7 No Contact With Insured. IRA Owner agrees not to contact the Insured third party named in the re-sale life insurance policy, and acknowledges that, under Texas law, only Agent (if Agent is a Provider), or the Agent's Designee, can contact Insured parties to determine health status.
- 3.8 Additional Premiums if Necessary. In the event of the depletion of the premium-paying escrow sub-account, IRA Owner will be requested to authorize Lender to advance additional monies on a pro-rata basis to help pay future premiums until the Maturity Date. IRA Owner's failure to authorize such additional monies under these circumstances will result in total forfeiture of all IRA Owner's interest in the re-sale life insurance policy or policies and will result in the loss of both the full, initial Loan proceeds as well as expected interest payments on the Loan. Agent will thereafter have the right to offer IRA Owner's interest in the re-sale life insurance policy or policies to another person for payment of the necessary premium contribution amount.
- 3.9 Waiver of Right to Disclosure. IRA Owner waives any right of disclosure that IRA Owner may possess from Agent relating to Agent's fees paid to its policy supplier, any broker, attorney, and / or necessary service company(ies), accountant(s) or consultant(s) in the acquisition of the re-sale life insurance policy.

SECTION 4
IRA OWNER'S ACKNOWLEDGEMENTS

4.1 IRA Owner agrees and acknowledges that:

- (a) ~~fees and commissions paid to Agent for the acquisition and performance of purchasing and re-selling the re-sale life insurance policy are included in the IRA Owner's initial Loan proceeds;~~
- (b) any interest gained from the aggregate of IRA Owner's Loan proceeds in the Escrow Account(s) will become the property of Agent and become part of Agent's fees for assisting in the acquisition of the re-sale life insurance policy;
- (c) all re-sale life insurance policies that are the subject matter of this IRA Owner's Policy Agreement are of a "buy and hold" and illiquid nature;
- (d) in the event of IRA Owner's death, the rights under the Loan Agreement and IRA Owner's Policy Agreement shall transfer to IRA Owner's Individual Retirement Account beneficiary(ies) and / or contingent beneficiary(ies), but those beneficiaries must wait for the Maturity Date before realizing any "cash distribution" from said Account;
- (e) IRA Owner will receive a pro rata death benefit settlement of any and all proceeds paid under the terms of the re-sale life insurance policy upon the death of the Insured(s) named in the re-sale life insurance policy ("Maturity");
- (f) Agent has not provided or guaranteed any of the following: (i) a specific interest on Loan proceeds; (ii) a specific amount to be paid to the IRA Owner's Individual Retirement Account; (iii) a "buy back" guarantee, or (iv) a specific date of Maturity; and
- (g) IRA Owner has reviewed the re-sale life insurance policy confidential information and has elected to authorize a Loan from his / her Individual Retirement Account to permit the Agent to acquire, purchase and become sole owner of the re-sale life insurance policy or policies enumerated in Exhibit A.

SECTION 5
MISCELLANEOUS

5.1 Governing Law. The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with laws of the State of Texas, without reference to conflicts of law principles.

~~5.2~~ ~~Venue.~~ ~~Venue for any lawsuit arising out of this Agreement shall be in Comal County, Texas and, in the case of federal jurisdiction, in the United States District Court for the Western District of Texas, San Antonio Division.~~

5.3 Amendment. The terms and conditions of this Agreement may only be amended by a writing signed by the Parties.

5.4 No Waiver. Except as expressly provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by law or otherwise. Failure by a Party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the express written permission of an authorized officer of the Party against whom the waiver is asserted.

5.5 Severability. In the event any term, condition, or provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable, or void, the Parties shall endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such amendments, such invalid term, condition, or provision shall be severed from the remaining terms, conditions, and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

5.6 Assignment. Except as otherwise provided herein, neither this Agreement nor any rights granted hereunder may be assigned or otherwise transferred by any Party, in whole or in part, whether voluntarily or by operation of law. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.7 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by facsimile, and addressed as follows:

To IRA Owner:

Use address for IRA Owner as specified
or Page 1 of this Agreement.

To Agent:

Retirement Value, LLC
457 Landa Street, Suite B
New Braunfels, Texas 78130

Mailing Address:

Retirement Value, LLC
P.O. Box 310635
New Braunfels, Texas 78131

Fax: (866) 498-4644

~~Either Party may amend its address by written notice to the other Party in accordance with this section. Notices will be deemed to have been given at the time of actual receipt.~~

5.8 **Defined Terms.** The terms defined herein remain the same as those defined in the Loan Agreement which is part of this Loan transaction.

5.9 **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes and cancels, revokes, and rescinds all previous negotiations, agreements, and commitments, whether oral or in writing, with respect to the subject matter described herein, and neither party shall be bound by any term, clause, provision, or condition save as expressly provided in this Agreement or as duly set forth in writing as a subsequent amendment to this Agreement, signed by duly authorized officers of each Party.

IN WITNESS THEREOF, the undersigned have signed this Agreement as of the Effective Date.

IRA OWNER:

RETIREMENT VALUE, LLC

a Texas limited liability company

IRA Owner's signature



RV, LLC Manager's signature

IRA Owner's printed name

RV, LLC Manager's printed name

Date signed by RV, LLC Manager:

(Agreement "Effective Date")

Licensee Information:		Licensee Number: _____	
Name: _____	Cell: _____	Fax: _____	



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IRA OWNER'S SUITABILITY FORM

IRA Owner's information:

Name: _____
(print IRA Owner's Name)

I am of sound mind and am able to determine on my own if authorizing my Individual Retirement Account ("IRA") to participate in this program as a Lender is a wise and proper use of a portion of such funds. I can afford to participate in this program knowing that my participation is illiquid for an indeterminate period of time. I feel that I have sufficient knowledge and experience in business and financial matters to determine whether or not this is a good use of such IRA account.

Please Initial each line below that applies to you.

Investing Experience:

- ☒ I have the experience to analyze and determine whether participation in certain investments is suitable for me.
- ☒ If I feel it necessary, I will consult with a financial advisor before making any decisions.
- ☒ I have in the past or presently am invested in stocks, bonds, and / or mutual funds traded on a national security exchange.
- ☐ I have in the past or presently am invested in commodities or future contracts.
- ☐ I have participated in other re-sale life insurance policies.
- ☐ I have a relationship with partners or companies that invest in real estate.
- ☐ I have other types of investments other than above.

Individual Annual Income	<input checked="" type="checkbox"/> \$50,000-\$150,000	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000+
Total Household Income	<input checked="" type="checkbox"/> \$50,000-\$150,000	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000+
Approximate Net Worth (Excluding primary residence)	<input type="checkbox"/> \$50,000-\$150,000	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000+

This section to be completed ONLY if an ADVISOR other than Retirement Value, LLC or its Licensee has assisted with this application.

☐ I have a professional advisor who is not affiliated with Retirement Value, LLC in any way and who has sufficient knowledge in business and financial matters to advise me in connection with my participation in this product and to determine that this is a viable option for a portion of my money.

Professional Advisor: _____

Address: _____

Telephone No.: _____

Title: _____

REPRESENTATIONS AND WARRANTIES

I represent that I have carefully read and examined the IRA Owner's Policy Participation Agreement and IRA Owner's Loan Agreement and determined that authorizing my Individual Retirement Account to function as a Lender for my funds to facilitate the purchase by Retirement Value, LLC of one or more re-sale life insurance policies for its sole ownership is appropriate and suitable for me. I understand the risks involved as explained by the Licensee through whom I am working. Understanding that any loan proceeds from my Individual Retirement Account in a re-sale life insurance policy or policies are not liquid, I have adequate means to provide for day-to-day financial needs and will be able to meet financial obligations without this participation. I represent that I can bear the financial risk for an indefinite period of time. I represent and warrant that I have read this Suitability Form and represent and warrant that the information contained in it is true, correct and accurate and may be relied on by Retirement Value, LLC. I also agree that I will notify Retirement Value, LLC if there is any change in the above information prior to the completing of this Loan transaction by and through my Individual Retirement Account.

I am the Owner of a: (check one)

☒ Traditional IRA ☐ Roth IRA ☐ SEP IRA ☐ Simple IRA ☐ Beneficiary IRA

IRA OWNER:

(signature)  _____
Date

(print name)

Address: _____



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LOAN DISCLOSURE ACKNOWLEDGMENT

Individual Retirement Account

Please read carefully before initialing.

1. _____ I have received and reviewed a Suitability Form and the 'General Disclosure Statement -- Terms of Loan' of the Loan Agreement, beginning on page 2, paragraphs 1-14, describing the nature of and risks associated with a Loan to help facilitate the purchase by Retirement Value, LLC ("Retirement Value") for its sole ownership of a re-sale life insurance policy or policies.
2. _____ I understand the undersigned financial consultant (if such is signing) is my financial consultant, and is not an agent, employee, or representative of Retirement Value. I further understand that any representations, advice, opinions or recommendations made by the undersigned financial consultant are his / hers alone and not the representations, advice, opinions or recommendations of Retirement Value.
3. _____ I understand that any projected base-line expected interest paid for my Loan in this transaction is calculated based on an estimated Life Expectancy ("LE") for the person insured under the policy or policies; that the actual net interest on my Loan may vary substantially from the base-line expected interest because the actual life of the insured almost certainly will be less than or greater than rather than exactly equal to the estimated LE; the net actual interest will be higher if the Insured passes away earlier than the LE and lower if the Insured passes away later than the LE. This is the result of either a pro-rata refund to my Individual Retirement Account of unused premiums or of my Individual Retirement Account having to advance additional monies to pay a pro-rata share of future premiums due.
4. _____ I understand that the Insured for the re-sale life insurance policy or policies, the purchase of which by Retirement Value is facilitated by my Loan, may outlive me, particularly if I am of advanced age.
5. _____ I have been advised to consult my own tax advisor regarding the tax consequences of participating in a re-sale life insurance policy or policies by means of a Loan through my Individual Retirement Account. I have also been advised to determine independently in consultation with my own

~~tax advisor what possible adverse tax consequences might result from~~
maintaining suitable liquidity in my Individual Retirement Account to
cover possible additional future premium payments or advances that may
need to be made from my Individual Retirement Account. I realize that
this is particularly important if I am near, at, or over the maximum age
~~allowed to make additional contributions to a retirement plan account,~~
which currently is 70½ years for an Individual Retirement Account (IRA).

6. _____ I understand and have been advised that I have the right to rescind or
cancel this Loan Agreement entirely without any penalty or fee of any
kind for ten (10) calendar days after receiving confirmation from
Retirement Value that my Loan Agreement has been received and
accepted.
7. _____ I understand that a re-sale life insurance policy or policies are illiquid; that
I will not have access to the Loan until the policies mature due to the death
of the Insured; and that no one can determine with exact certainty when
any re-sale life insurance policy will mature. Accordingly, I have
determined that I have sufficient liquid assets or other income to provide
for daily and emergency needs and thus can bear the risk of executing this
Loan Agreement to facilitate the purchase by Retirement Value for its sole
ownership of a re-sale life insurance policy or policies. I understand that I
may not have access to these Loan proceeds for an indeterminate period of
time.
8. _____ All of my questions concerning the re-sale life insurance policy or policies
to be acquired using the proceeds of my Loan executed through my
Individual Retirement Account have been answered. I understand the risk
involved and have decided to participate in this Loan program with the
understanding that any benefit and return on these re-sale life insurance
policies will be realized by my designated beneficiary(ies) of my
Individual Retirement Account should I pass away before the Insured on
the re-sale life insurance policy or policies.

ACKNOWLEDGED on this Date: _____

IRA Owner:

Financial Consultant:

(If any -- not the Licensee of Retirement Value, LLC)

 SIGNATURE

IRA Owner's signature

Financial Consultant's signature

Print IRA Owner's name

Print Financial Consultant's name



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LIMITED POWER OF ATTORNEY

Individual Retirement Account

RETIREMENT VALUE, LLC - BY IRA OWNER

This Power of Attorney is made by and between _____ (hereinafter referred to as "IRA Owner") and Retirement Value, LLC (hereinafter referred to as "Agent" or "Attorney-in-fact") appointing Retirement Value, LLC as IRA Owner's true and lawful Agent and Attorney-in-fact for arranging and overseeing the IRA Owner's Individual Retirement Account Loan to facilitate the acquisition of, purchase of, and sole ownership by Agent of certain re-sale life insurance policies and in collateralizing said Loan by the Individual Retirement Account with the pro-rata death benefit of said re-sale life insurance policy or policies.

1. My Attorney-in-fact is hereby authorized to act for me in my name, place and stead, and for my use and benefit, and to do, execute, or to concur with persons jointly interested with myself therein in the doing or executing of all or any of the acts, deeds and things set forth below as if same were my acts and deeds and my Attorney-in-fact shall have the following powers:

A. Enter into any and all contracts or agreements necessary for a Loan to be made by my Individual Retirement Account to facilitate the acquisition of, purchase of, and sole ownership by Agent of a re-sale life insurance policy or policies or certificate(s) if a group policy, said loan to be collateralized with a pro-rata death benefit of said re-sale life insurance policy or policies.

B. Complete, record and file any document(s) necessary to arrange a Loan to be made by my Individual Retirement Account to facilitate the acquisition of, purchase of, and sole ownership by Agent of a re-sale life insurance policy or policies or certificate(s) if a group policy, said loan to be collateralized with a pro-rata death benefit of said policy or policies.

C. Concerning the disbursement of any and all funds by the Escrow Agent upon maturity of the Loan, instruct and direct Escrow Agent to coordinate and restore to my Individual Retirement Account the original Loan amount together with any and all promised Loan interest income, as well as any pro-rata share of any unused premiums remaining in the escrow sub-account.

D. Upon the death of any Insured for any re-sale life insurance policy owned by Agent utilizing the Loan proceeds from the Individual Retirement Account, obtain the death certificate and instruct the Escrow Agent as to the proper disbursement to the IRA Owner's Individual Retirement Account.

~~E. Notify IRA Owner of any additional monies needed. If it becomes necessary for the IRA Owner to advance additional funds from the Individual Retirement Account to keep the re-sale life insurance policy or policies in-force.~~

F. If for whatever reason Escrow Agent resigns or terminates its contract with Agent, Agent can appoint another escrow agent to take its place and Agent can transfer all funds and related records to the successor escrow agent and the successor escrow agent shall then assume all duties and obligations of the Escrow Agent. The Escrow Agent shall have no liability for the successor escrow agent.

2. This Power of Attorney is for the sole purpose of designating Agent as the IRA Owner's Attorney-in-fact for the purpose of arranging a Loan from the IRA Owner's Individual Retirement Account to facilitate the acquisition of, purchase of, and sole-ownership by Agent of a re-sale life insurance policy or policies, said Loan to be collateralized with a pro-rata death benefit in said policy or policies and shall convey no other authority.

3. This Power of Attorney may be terminated at any time by either Party with written notice to that effect.

4. This Power of Attorney represents the entire and sole agreement between the Parties hereto with all provisions to be enforced as provided herein. No other representations, agreements or covenants, whether written or oral, shall govern this relationship.

IRA OWNER

IRA Owner's signature

Print IRA Owner's name

Date: _____

RETIREMENT VALUE, LLC

a Texas limited liability company

By: Wendy Rogers
Manager's signature

Wendy Rogers
Print Manager's name

Date: 7-11-17



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SPECIAL POWER OF ATTORNEY

Individual Retirement Account

LICENSEE – BY IRA OWNER

The undersigned ("IRA Owner") hereby appoints _____ ("Licensee") as its Agent and Attorney-in-fact to review, evaluate, and direct Retirement Value, LLC ("Retirement Value") as to a Loan by the IRA Owner's Individual Retirement Account to facilitate the acquisition of, purchase of and sole-ownership by Retirement Value of certain re-sale life insurance policies and in collateralizing said Loan by the Individual Retirement Account with the pro-rata death benefit of one or more of said policies. In all such Loan matters, Retirement Value is authorized to follow the instructions of IRA Owner's Agent in every respect and is authorized to act for the IRA Owner and in the IRA Owner's behalf in the same manner and with the same force and effect as IRA Owner might or could with respect to any Loan, as well as with respect to all other things necessary or incidental to the furtherance or administration of such Loan or the maintenance or protection of any pro-rata collateral interest in the death benefit by the Individual Retirement Account.

IRA Owner hereby acknowledges that Retirement Value will rely on this authorization in taking instruction and direction from IRA Owner's Agent on behalf of IRA Owner's Individual Retirement Account. IRA Owner agrees to indemnify and hold Retirement Value harmless from any and all claims or damages whatsoever arising out of compliance with instructions or directions issued by IRA Owner's Agent pursuant to Agent's authorization.

Retirement Value does not, by implication or otherwise, endorse the operational methods of Agent. IRA Owner further understands that Retirement Value relies on the direction and instruction of IRA Owner through and by the Agent as to the amount of any Loan made by the Individual Retirement Account and that, by granting this power to the Agent to exercise IRA Owner's rights of discretion and instruction to Retirement Value, IRA Owner does so at its own risk.

IRA Owner hereby ratifies and confirms any and all transactions with Retirement Value and the Custodian heretofore and hereafter made by IRA Owner's Agent on behalf of IRA Owner.

This authorization and indemnity by IRA Owner is in addition to (and in no way limits or restricts) any rights which Retirement Value may have under any other agreement or agreements between the IRA Owner and Retirement Value. This authorization and indemnity is continuing, and shall remain in full force and effect until revoked by the IRA Owner via written notice addressed to and received by Retirement Value at 457 Landa Street, Suite B, New Braunfels,



Texas 78130 (mailing address: P.O. Box 310635, New Braunfels, Texas 78131-0635). Any such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

This authorization and indemnity shall inure to the benefit of Retirement Value and any successors or assigns.

IRA Owner understands fully the obligations which IRA Owner has assumed by executing this Power of Attorney. IRA Owner understands that the IRA Owner's Agent is not an agent, employee, partner or affiliate of Retirement Value and that Retirement Value is in no way responsible for any loss or damages occasioned by the actions or advice of the individual or organization named above.

IRA OWNER:

LICENSEE:

	
Signature of IRA Owner	Signature of Licensee
_____ Print Name of IRA Owner	_____ Print Name of Licensee
Date _____	Date _____

Custodian Documents

Unofficial copy Travis Co. District Clerk Velva L. Price



IRA Plus
Southwest, LLC

ACCOUNT APPLICATION

Account Number: _____

(IRA Plus Southwest, LLC Account Number)

Please attach a legible copy of your unexpired Driver's License, Passport, or other Government Issued photo ID

A

BASIC INFORMATION

Name: _____

Home Phone: _____

Address: _____

Daytime Phone: _____

City, State, Zip: _____

Cell Phone: _____

Mailing Address: (if different from above) _____

Alternate Phone: _____

City, State, Zip: _____

Fax: _____

Social Security Number: _____

Occupation: _____

Date of Birth: Month/Day/Year _____

☒ **Online Account Access:** Check this box if you would like online access activated for your account. *You must provide a valid email address.*

Email: _____

C

DESIGNATION OF ACCOUNT TYPE

☒ Traditional IRA

☐ Roth IRA

☐ SEP IRA

Employer Name: _____

☐ Simple IRA

Employer Name: _____

☐ Is this an Inherited IRA?

Decedent's Name: _____

Date of Death: _____

☐ Yes

☐ No

(Please include a copy of the death certificate.)

☐ Coverdell Savings Account

Account Initiator: _____

Responsible Person: _____

☐ Health Savings Account

D**INITIAL FUNDING****(See Definitions Page)**☐ **TRANSFER REQUEST** (Complete an Account Transfer Authorization Form) Estimated Amount to be TransferredTransfer of Existing IRA: ☐ Traditional ☐ Roth ☐ SEP ☐ Simple ☐ Inherited \$ _____☐ **DIRECT ROLLOVER REQUEST** (Complete a Direct Rollover Authorization Form) Estimated Amount of Rollover

Direct rollover from a previous employer's retirement plan. \$ _____

☒ **CHECK ENCLOSED** (Please indicate the type of deposit below.) Amount to be Deposited☐ Current Year Contribution to: ☐ Traditional ☐ Roth ☐ SEP ☐ Simple \$ __________
Year☐ Previous Year Contribution to: ☐ Traditional ☐ Roth ☐ SEP ☐ Simple \$ __________
Year☐ Transfer of Existing IRA:* ☐ Traditional ☐ Roth ☐ SEP ☐ Simple \$ _____

* Please complete the Account Transfer Authorization Form.

☐ Direct rollover from a previous employer's retirement plan.** \$ _____

** Please complete the Direct Rollover Authorization Form.

☒ 60-day cash rollover from: ☒ Traditional ☐ Roth ☐ SEP ☐ Simple \$ 11,100.00☐ Employer Plan

By signing this Account Application, I certify that:

❖ I am completing this rollover within 60 calendar days from the day that I received the assets;

❖ If this is an IRA to IRA rollover, I have not performed a rollover from the IRA within the last 12 months;

❖ the rollover contribution DOES NOT contain my Required Minimum Distribution.

E

BENEFICIARY DESIGNATION

Only if there are no surviving primary beneficiaries when you die will contingent beneficiaries receive the account funds.

**PRIMARY
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

**PRIMARY
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

**PRIMARY
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

**CONTINGENT
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

**CONTINGENT
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

**CONTINGENT
BENEFICIARY**

Name: _____ SSN: _____
 Address: _____
 Date of Birth: ____/____/____ Share: ____ % Relationship: ____

F

SPOUSAL CONSENT

Spousal consent is required only if your spouse has not been named the sole primary beneficiary.

I am the spouse of the Accountholder named above, I agree to my spouse's naming of a Primary Beneficiary other than myself, and I acknowledge that I shall have no claim whatsoever against IRA Plus Southwest, LLC or the Custodian for any payment to my spouse's beneficiary (ies).

Spouse's Printed Name: _____

Spouse's Signature: **X** _____ Date: **X** _____



ACCOUNTHOLDER ACKNOWLEDGEMENTS, REPRESENTATIONS AND SIGNATURE

I, the above named account holder, hereby agree, acknowledge and represent the following:

I acknowledge and agree to all of the provisions of the Form 5305 (Custodial Agreement) that is hereby incorporated by reference into this section of the application. I agree and acknowledge that neither IRA Plus Southwest, LLC nor the Custodian is a fiduciary with regard to my IRA. I further agree and acknowledge that I have the sole responsibility for the investment of my IRA assets with IRA Plus Southwest, LLC, and that IRA Plus Southwest, LLC and the Custodian named in the Form 5305 (Custodial Agreement) shall have NO LIABILITY for any losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have not provided and do not provide any investment management or advice and will not be responsible for any investment results (gain or loss) of any asset in my IRA. I agree and represent that I will perform the necessary and required due diligence of a prudent investor including obtaining and reading any applicable prospectus, private placement memorandum, offering circular or similar document prior to authorizing IRA Plus Southwest, LLC and/or Custodian to make any investment on behalf of my IRA. I agree to defend and indemnify IRA Plus Southwest, LLC and the Custodian and to hold them harmless from and against all losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative either orally or in writing, or otherwise in connection with any investment which I hold in my IRA account.

I acknowledge and represent that I understand all of the eligibility requirements for establishing an IRA, making a rollover contribution or transfer and for making all of the investments that I hold in my IRA and will make in the future. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have no responsibility for tax consequences due to additions to or distributions from my IRA. I acknowledge and represent that I have received and read the Individual Retirement Account Custodial Agreement, the accompanying Disclosure Statement, and the accompanying Fee Agreement for IRA Plus Southwest, LLC and I understand, acknowledge, and agree to be bound by the terms and conditions in each document. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian do not provide, and I have not received any tax or legal advice from IRA Plus Southwest, LLC and/or the Custodian.

I hereby represent, acknowledge, and certify that all information provided in this application to IRA Plus Southwest, LLC by me or my named authorized representative is true and correct.

Please attach a legible copy of your unexpired Driver's License, Passport, or other Government issued photo ID

Printed Name: **X**

Accountholder's Signature: **X**

Date: **X**



IRA Plus
Southwest, LLC

INVESTMENT AUTHORIZATION FORM

Complete this Investment Authorization Form if you would like to make a purchase or a sale from your IRA Account.

1

NAME OF ACCOUNTHOLDER:

2

I HEREBY AUTHORIZE IRA PLUS SOUTHWEST, LLC TO COMPLETE THE TRANSACTION DESCRIBED BELOW FOR MY IRA:

Account # _____: (Please select one of the following)

☒ Purchase

☐ Sale

3

NAME OF ASSET:

Re-sale life insurance policies

4

DESCRIPTION OF ASSET: (E.G. REAL ESTATE, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, STOCK)

Re-sale life insurance policies owned by Retirement Value, LLC

5

TOTAL AMOUNT OF TRANSACTION:

\$ _____

6

ADDITIONAL INSTRUCTIONS:

7

FEES SHALL BE PAID FROM: (UNLESS INDICATED OTHERWISE, FEES WILL BE DEDUCTED FROM YOUR ACCOUNT.)

☒ Your account

☐ Check enclosed

☐ Credit Card on file

If you are instructing IRA Plus Southwest, LLC to PURCHASE an asset through your IRA, please complete the following sections:

8

PAYMENT INSTRUCTIONS

Choose One:

☐ Make check payable to Payee/Seller

☒ Wire funds to Payee/Seller

Additional fee applies; per fee agreement.

(Please attach wiring instructions)

Name and Address of Payee/Seller (Required)

Name: _____

Address: _____

City, State, Zip: _____

SUBSCRIPTION DOCUMENTS AND/OR OTHER LEGAL DOCUMENTS REQUIRING SIGNATURES MUST BE ATTACHED.

ACCOUNTHOLDER ACKNOWLEDGEMENTS, REPRESENTATIONS AND SIGNATURE:

I, the above named account holder, hereby agree, acknowledge and represent the following:

I acknowledge and agree to all of the provisions, and specifically the investment provisions, of the Form 5305 (Custodial Agreement) that is hereby incorporated by reference into this section of the application. I agree and acknowledge that neither IRA Plus Southwest, LLC nor the Custodian is a fiduciary with regard to my IRA. I further agree and acknowledge that I have the sole responsibility for the investment of my IRA assets with IRA Plus Southwest, LLC, and that IRA Plus Southwest, LLC and the Custodian named in the Form 5305 (Custodial Agreement) shall have NO LIABILITY for any losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have not provided and do not provide any investment management or advice and will not be responsible for any investment results (gain or loss) of this or any asset in my IRA. I agree and represent that I have performed the necessary and required due diligence of a prudent investor including obtaining and reading any applicable prospectus, private placement memorandum, offering circular or similar document prior to authorizing IRA Plus Southwest, LLC and/or Custodian to make this investment on behalf of my IRA. I agree to defend and indemnify IRA Plus Southwest, LLC and the Custodian and to hold them harmless from and against all losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative either orally or in writing, or otherwise in connection with this or any investment which I hold in my IRA account.

I acknowledge and represent that I understand all of the eligibility requirements for establishing an IRA, making a rollover contribution or transfer and for making all of the investments that I hold in my IRA and will make in the future. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have no responsibility for tax consequences due to additions to or distributions from my IRA. I acknowledge and represent that I have received and read the Individual Retirement Account Custodial Agreement, the accompanying Disclosure Statement, and the accompanying Fee Agreement for IRA Plus Southwest, LLC and I understand, acknowledge, and agree to be bound by the terms and conditions in each document. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian do not provide, and I have not received any tax or legal advice from IRA Plus Southwest, LLC and/or the Custodian.

I hereby represent, acknowledge, and certify that all information provided in this application to IRA Plus Southwest, LLC by me or my named authorized representative is true and correct.

Printed Name: **X** _____

Accountholder's Signature: **X** _____ Date: **X** 8 - 1 - 17



AUTHORIZED REPRESENTATIVE FORM

As the IRA accountholder signed below, I hereby delegate to the authorized representative named in Section 1 below the authority outlined in Section 2 with regard to my IRA account. This authority shall remain in effect until IRA Plus Southwest, LLC receives written notice that this authorization has been revoked by me.

1 NAMED AUTHORIZED REPRESENTATIVE (NAR) (Individual or Firm)

Name of NAR: _____ Phone Number: _____
Address: _____ FAX Number: _____
City: _____ e-mail Address: _____

I acknowledge and accept my appointment as NAR and agree to be bound and accept all of the terms specified in the above named IRA accountholder's application, fee agreement, Form 5305 and disclosure.

Signature of Named Authorized Representative: X _____

2 AUTHORIZED AUTHORITY

Please INITIAL by the authority given to your Named Authorized Representative (NAR) below:

- ☒ Allow your NAR to have online access to your account.
☐ 3) Allow information regarding your account to be given either orally or in writing to your NAR.
☐ C) Allow NAR to have investment authority (give investment direction) with regard to the following investment(s):

- ☐ D) Allow NAR to have complete investment authority (give investment direction) regarding all my IRA assets.

3 IRA ACCOUNTHOLDER ACKNOWLEDGEMENT, REPRESENTATION AND SIGNATURE

I hereby acknowledge and agree that IRA Plus Southwest, LLC will monitor and execute the authority listed in Section 2 of this form that I have given my NAR and that neither IRA Plus Southwest, LLC nor the Custodian shall be liable to any acts or omissions of my NAR. I further acknowledge and agree to be bound by the acts and investment decisions made by my NAR and execution of these investment decisions carried out by IRA Plus Southwest, LLC.

I acknowledge and agree to all of the provisions of the Form 5305 (Custodial Agreement) that is hereby incorporated by reference into this section of the application. I agree and acknowledge that neither IRA Plus Southwest, LLC nor the Custodian is a fiduciary with regard to my IRA. I further agree and acknowledge that I have the sole responsibility for the investment of my IRA assets with IRA Plus Southwest, LLC and that IRA Plus Southwest, LLC and the Custodian named in the Form 5305 (Custodial Agreement) shall have NO LIABILITY for any losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have not provided and do not provide any investment management or advice and will not be responsible for any investment results (gain or loss) of any asset in my IRA. I agree and represent that I will perform the necessary and required due diligence of a prudent investor including obtaining and reading any applicable prospectus, private placement memorandum, offering circular or similar document prior to authorizing IRA Plus Southwest, LLC and/or Custodian to make any investment on behalf of my IRA. I agree to defend and indemnify IRA Plus Southwest, LLC and the Custodian and to hold them harmless from and against all losses, expenses, damages (of any kind), costs, including court costs and attorney fees, or taxes, including tax resulting from prohibited transactions or disqualification of my IRA resulting from transactions executed by IRA Plus Southwest, LLC and/or Custodian and authorized by me or my named authorized representative either orally or in writing, or otherwise in connection with any investment which I hold in my IRA account.

I acknowledge and represent that I understand all of the eligibility requirements for establishing an IRA, making a rollover contribution or transfer and for making all of the investments that I hold in my IRA and will make in the future. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian have no responsibility for tax consequences due to additions to or distributions from my IRA. I acknowledge and represent that I have received and read the Individual Retirement Account Custodial Agreement, the accompanying Disclosure Statement, and the accompanying Fee Agreement for IRA Plus Southwest, LLC and I understand, acknowledge, and agree to be bound by the terms and conditions in each document. I agree and acknowledge that IRA Plus Southwest, LLC and the Custodian do not provide, and I have not received any tax or legal advice from IRA Plus Southwest, LLC and/or the Custodian.

Printed Name: X _____ Account Number: _____

Account holder Signature: X _____ Date: X _____

This form must be notarized only if you have given your NAR investment authority (options C & D above).

Subscribed and sworn to before me on this the _____ day of _____

(Signature of Notary Public)

Notary Public, State of _____

My commission expires: _____ (Month / Day / Year)



IRA Plus
Southwest, LLC

Total fees \$125 + \$75
= \$200 annually

FEE AGREEMENT

(Fees are subject to change)

Account Set-up Fee	\$50
Annual Account Maintenance Fee	\$125

*NOTE: Accounts less than \$20,000 are not assessed a holding fee but are subject to standard transaction and maintenance fees.

Fees are not prorated.	
Annual Asset Holding Fee (Per Asset)	Transaction Fees (purchase, sale, etc.)
Real Estate	\$150
Real Estate with a Mortgage	\$150
Notes & Mortgages	\$50
LLC, LP, Private Placements	\$50
Trading Account	\$75
Incidental Fees	
Roth Conversion / Recharacterization	\$75
Wire Transfers	\$25
Custodial Check	\$5
Overnight or courier delivery	Domestic - \$30, International - \$10 + actual delivery charge
Returned checks or wires	\$25 per item
Change of asset ownership	Quoted individually
Termination fee	\$125

Fees for services not listed may be charged at the discretion of IRA Plus Southwest. (such as a rush fee)

Selection of Fee Payment Arrangement

Please choose your preferred method of payment below. **You must choose one.**
A separate check may be enclosed for set-up and first year fees

- ☐ Credit Card *(Account Owner's information listed on the next page is required if credit card option is selected.)
* All credit card payments are subject to an additional 3% convenience fee.
- ☒ Debit My IRA Account - an appropriate cash balance must be kept

FEES WILL BE DEDUCTED FROM YOUR ACCOUNT UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE. The balance that appears on invoices or statements shall be payable in full no later than thirty (30) days from the date of the invoice or statement. All past due sums shall bear interest at the lesser of eighteen percent (18%) per annum (1½% per month) or the maximum allowed by law commencing on the day from and after such sum is due and payable. Failure to make payment in full constitutes a default. Assets may be liquidated to pay for such fees, as outlined in the 5305.

Printed Name: **X**

Signature: **X** Date: **X**

IRA Plus Southwest, LLC • 8226 Douglas Avenue, Suite 332 • Dallas, TX 75226
Phone: 214-739-1977 Toll Free: 800-473-1977 • Fax: 214-739-1987 • www.iraplus-sw.com

Fee Agreement
v020109



PRIVACY NOTICE:

We believe that each customer relationship at IRA Plus Southwest, LLC is built on trust. We are committed to guarding that relationship with great care, beginning with the information you share with us. The following privacy policy explains how we use and protect the information about our customers. We ask that you read it carefully.

INFORMATION WE COLLECT:

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

INFORMATION THAT WE DISCLOSE:

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

CONFIDENTIALITY AND SECURITY:

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

USA PATRIOT ACT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

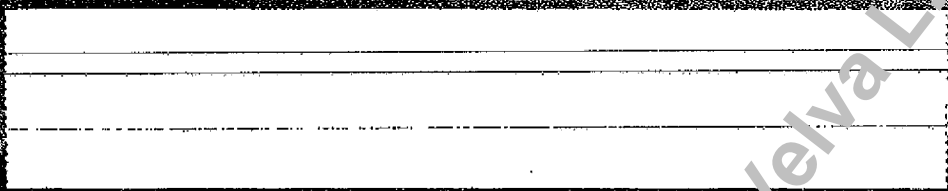


Below are some definitions that you might find helpful in setting up your account.

- A. **Transfer:** Describes the movement of assets directly between IRA Custodians/Trustees without distribution to the Accountholder, resulting in no tax forms being generated by the current Custodian/Trustee or by the receiving Custodian/Trustee. In a transfer, checks from the current Custodian/Trustee will be made payable to the new Custodian/Trustee.
- B. **Rollover:** Describes a cash and/or asset contribution to an IRA by an individual within sixty (60) days of receiving an eligible rollover distribution. To make a rollover, the individual must have received an eligible distribution made payable to him or her. The individual may roll over all or any part of the actual amount received and, if the distribution was from an employer sponsored retirement plan or 403(a) or (b) annuity (thus subject to the 20% federal income tax withholding), he/she may roll over up to 100% of the distribution by making up the 20% difference that was previously withheld.
- C. **Direct Rollover:** Describes a movement of cash and/or assets that takes place directly between the Custodian/Trustee of an employer sponsored retirement plan (such as profit sharing, money purchase, defined benefit, etc.), or the administrator of a 403(a) or (b) annuity and the Custodian/Trustee of an IRA. By directly rolling an eligible rollover distribution to this IRA (as opposed to receiving an outright distribution as described above under "Rollover"), the individual can avoid the mandatory 20% federal income tax withholding imposed on such distributions.
- D. **Inherited IRA (Beneficiary IR, Beneficial IRA):** An inherited IRA is an IRA that has been inherited by the beneficiary after the death of the original account holder. This type of IRA is also referred to as an **Beneficiary IRA** or a **Beneficial IRA**. Since any type of IRA, whether Traditional or Roth, provides for the designation of a beneficiary, an inherited IRA will also be a Traditional or Roth. Knowing whether the original account was a Traditional IRA or a Roth IRA is important because distributions from Traditional and Roth IRAs are taxed differently. (The original IRA could also have been a Simple IRA. The taxation rules regarding distributions from Simple IRAs generally follow the rules for Traditional IRAs. However, a special rule applies to distributions from a Simple IRA during the participant's first two years in the plan.) We require additional documentation and review before an inherited IRA may be established or transferred. Generally, as indicated on the Account Application, we require decedent's name and date of death, as well as a copy of the death certificate.
- There are four different types of inherited IRAs:
1. **Non-Spouse Beneficiary:** This is an IRA inherited by a non-spouse beneficiary who is transferring to an account in the name of the deceased for benefit of the named beneficiary. The beneficiary must take distributions from the account to satisfy the required minimum distribution (RMD) rules. The beneficiary cannot make additional contributions or rollovers to the IRA.
 2. **Spouse Beneficiary:** This is an IRA inherited by the surviving spouse beneficiary who is transferring to an account in the name of the deceased for benefit of the spouse beneficiary. The surviving spouse must start receiving required minimum distributions (RMDs). The first RMD would be for the year that the deceased account holder would have reached age 70 ½. The spouse beneficiary could also assume the IRA as his/her own. See Spousal Assumption below.
 3. **Spousal Assumptions:** The designated spouse beneficiary of the account holder may elect to transfer or assume your spouse's IRA account as his or her own IRA. The regular IRA rules will apply as if the funds were originally contributed on behalf of the spouse. If you do not already have an account with IRA Plus Southwest, LLC you will need to complete an Account Application and return it to us.
 4. **Non-Spouse Beneficiary Direct Rollover:** This type of account first became available in 2007 as a result of the Pension Protection Act passed in 2006. This involves the movement of cash and/or assets directly between the Custodian/Trustee of an employer sponsored retirement plan (such as profit sharing, money purchase, defined benefit, etc.) or the administrator of a 403(a) or (b) annuity and the trustee of a Traditional Inherited IRA. The IRA account must be established in the name of the deceased plan participant for the benefit of the non-spouse beneficiary. Distributions from this account are determined according to the timing of the rollover in relation to the date of death of the plan participant. Required distributions for the year of the transaction may not be rolled over to the inherited IRA account.

Exhibit A-2

Continuation of Participation
Provided Especially For



RETIREMENT VALUE, LLC

457 East Street, Suite B
New Braunfels, TX 78130

PO Box 810008
New Braunfels, TX 78131

Phones: 830-624-8888
810-832-9040
Fax: 830-609-8002

www.retirementvalue.com
rv@retirementvalue.com





457 Landa Street, Suite B, New Braunfels, TX 78130 • Phones: (830) 624-8858 / (210) 832-9040 • Fax: (830) 609-5002 • www.retirementvalue.com

CONTINGENCY CO-BENEFICIARY DECLARATION FORM

NOTE: In the event of the death of the Participant and an irrevocable contingent co-beneficiary is notified by the Agent of their co-beneficiary status in a re-sale life insurance policy, said contingent co-beneficiary will produce to Agent a copy of a government issued ID, i.e., driver's license, passport as well as Form W-9 or Form W-8BEN. No payout of proceeds from a matured policy will be given to any contingent co-beneficiary without proper identification on file with the Agent.

Name:	Percentage of Ownership: 100%		
Address:			
City, State, Zip Code:			
SS #:	DOB:	E-mail Address:	
Relation to Participant:	If Trust - date of Trust:		

Name:	Percentage of Ownership: 0%		
Address:			
City, State, Zip Code:			
SS #:	DOB:	E-mail Address:	
Relation to Participant:	If Trust - date of Trust:		

Name:	Percentage of Ownership: 0%		
Address:			
City, State, Zip Code:			
SS #:	DOB:	E-mail Address:	
Relation to Participant:	If Trust - date of Trust:		

Name:	Percentage of Ownership: 0%		
Address:			
City, State, Zip Code:			
SS #:	DOB:	E-mail Address:	
Relation to Participant:	If Trust - date of Trust:		



457 Landa Street, Suite B, New Braunfels, TX 78130 • Phones: (830) 624-8858 / (210) 832-9040 • Fax: (830) 609-5002 • www.retirementvalue.com

The selected Irrevocable Contingent Co-Beneficiary(ies) will receive payouts at the percentages designated on ALL POLICIES SELECTED unless Participant otherwise notes. Please submit an additional copy of this form IF there will be different Irrevocable Contingent Co-Beneficiaries designated for other policies.

Participant must designate one of the following:

☒ If a Contingent Co-Beneficiary has died before the maturity of this policy, the estate of the Contingent Co-Beneficiary will receive the proceeds from the matured policy; or

☐ If a Contingent Co-Beneficiary has died before the maturity of this policy, that Contingent Co-Beneficiary's percentage of proceeds in the matured policy will be evenly distributed between or among the remaining Contingent Co-Beneficiary(ies).

As Participant in this re-sale life insurance policy, upon my demise I do hereby designate the above-named Contingent Beneficiary(ies) as holding an irrevocable Contingent Co-Beneficial interest in the policies listed above, and I do hereby transfer and assign irrevocably, all right, title and interest in said policy to such Contingent Co-Beneficiary(ies). This designation will become effective only if the Agent is notified of Participant's death and a certified death certificate is provided to Agent.

Participant:

Print Name: _____

Dated: _____

Joint Participant:

Print Name: _____

Dated: _____

RETIREMENT VALUE, LLC

a Texas limited liability company

By: _____

Member

Dated: _____

**Copy of Participation
Documents**

Unofficial copy Travis Co. District Clerk Valva L. Price



RECEIVED

FEB 28 2010

457 Landa Street, Suite B, New Braunfels, TX 78130 • Phone: (830) 624-8858 / (210) 832-9040 • Fax: (830) 609-5002 • www.retirementvalue.com

POLICY PARTICIPATION AGREEMENT

This Agreement is being entered into by and between:

Participant: _____
(hereinafter referred to in the singular "Participant")

Address: _____
(Street address) (City) (State) (Zip code)

Phone No.: _____ Cell No.: _____ Fax No.: _____

E-mail: _____

SSN: _____ DOB: _____ Marital Status: ☒ Single ☐ Married
MM/DD/YYYY ☐ Divorced ☐ Widow(er)

Joint Participant (if any): _____
(hereinafter referred to in the singular "Participant")

Address: _____
(Street address) (City) (State) (Zip code)

Phone No.: _____ Cell No.: _____ Fax No.: _____

E-mail: _____

SSN: _____ DOB: _____ Marital Status: ☐ Single ☐ Married
MM/DD/YYYY ☐ Divorced ☐ Widow(er)

and Retirement Value, LLC, a Texas limited liability company, whose principal address is 457 Landa Street, Suite B, New Braunfels, Texas 78130 (mailing address: P.O. Box 310635, New Braunfels, Texas 78131) (hereinafter referred to as "Agent").

WHEREAS, Agent is in the business of acquiring sole-ownership in re-sale life insurance policies acquired from various re-sale life insurance policy sources;

WHEREAS, Participant desires to facilitate acquisition by the Agent of one or more re-sale life insurance policies and participate on a pro-rata basis as an irrevocable co-beneficiary;

WHEREAS, Participant approves and adopts the standard(s) used by Agent to evaluate and qualify re-sale life insurance policies for Agent's investment purchase as sole owner of said re-sale life insurance policies;

WHEREAS, both parties understand and agree that the relationship of the Participant to the Agent is to provide funding to facilitate the acquisition of re-sale life insurance policies; and

WHEREAS, both parties understand and agree that this model of participation in a re-sale life insurance policy is not considered to be a security and therefore participation in a re-sale life insurance policy is not construed as the sale of a security by the Agent or the purchase of a security by the Participant.

NOW, THEREFORE, both parties wish to enter into a mutual agreement in which the Client will assist the Agent in acquiring, purchasing and becoming sole owner of certain re-sale life insurance policies through participation. The Client's participation is protected through and by an irrevocable co-beneficiary status in one or more re-sale life insurance policies pursuant to the Participant's instructions as set forth in Exhibit A of this Agreement.

I. General Disclosure Statement - Terms of Agreement

1.1 Agreement. You are entering into an Agreement whereby you will become a Participant in a re-sale life insurance policy(ies) of which Agent will be the sole owner and for which the law firm of Kiesling, Porter, Kiesling & Free, P.C., located at 348 East San Antonio Street, New Braunfels, Texas 78130 (hereinafter referred to as "Escrow Agent"), will become the Escrow Agent. As a Participant in a re-sale life insurance policy you will acquire a safeguarded irrevocable co-beneficiary status in the death benefit based upon your initial participation or basis plus a base-line targeted gain paid for the use of your funds during the time outlined in this Agreement. Your participation in a policy will fund the following activities: (a) purchase of a re-sale life insurance policy(ies) by Agent; (b) payment of premiums by the Escrow Agent to maintain at all times the in-force status of the re-sale life insurance policy(ies) after purchase; (c) payment of administrative costs and fees associated with this transaction, including a "death tracking" service, commissions, Escrow Agent and bank fees, and interest payments as needed.

1.2 Effective Date. This Agreement shall not be effective until funds are transferred from Participant and received into the Escrow Account maintained by Escrow Agent at Wells Fargo, Bank, N.A., and the Agreement has been approved by Agent on a reasonable and timely basis.

1.3 Insured. The person whose life insurance policy has been sold is called the Insured and this person remains the Insured on a re-sale life insurance policy but no longer is the beneficiary for that policy. The Insured and his / her designated beneficiaries have given up all rights and interests in the re-sale life insurance policy. The Insured typically is of advanced age with a Life Expectancy ("LE") of between 3 and 10 years.

1.4 Maturity. Maturity of a policy is when the Insured passes away and written notice has been received by the Agent.

1.5 **Policy Model.** Re-sale life insurance policies are policies that have been sold already in the open market by the original Insured or the original owner, with the Agent as the new policy owner purchasing the death benefit of a life insurance policy at a discount to the "face value" or death benefit of the policy. The resale life insurance policy model developed by Agent is a private transaction in which one investor (Agent) buys policies from another investor (the policy supplier).

1.6 **Policy Election.** You may elect to be the irrevocable co-beneficiary for an entire re-sale life insurance policy, participate in only one policy, or spread your participation over several policies of your choosing. If you participate in one or more policies, understand that the Agent may obtain the balance of the purchase price and other associated costs, fees and expenses from additional participants. When the Insured passes away, you will receive the base-line targeted gain for your pro-rata participation on that policy.

1.7 **Policy Replacement.** Understand it is possible that at the time you elect participation in any re-sale life insurance policy it may have been fully subscribed already. In this situation, Agent will notify your Licensee immediately and will, pursuant to the terms of this Agreement, offer a replacement policy of a similar or greater total value based on the policy face amount and the Life Expectancy of the Insured.

1.8 **Net Income.** Understand that no one can predict with 100% accuracy the actual Life Expectancy of the Insured. Some factors that may affect the accuracy of an LE prediction are: (a) the experience and qualification of the medical personnel setting the LE; (b) the nature of the Insured's illness(es) or health condition(s); (c) future improvements in medical treatment(s) and cures. In this context, your net earnings may vary substantially from the base-line targeted gain because true net earnings will be higher if the Insured passes away earlier than the expected LE or it will be lower if the Insured passes away later than the expected LE. If the Insured passes away earlier than expected, you also will receive a pro-rata refund of your portion of the premium escrow amounts which were not used to pay premiums.

1.9 **Tax Consequences.** This transaction may have tax consequences for you. You are agreeing to participate with a sum of money upon which Agent will pay a base-line targeted gain in accordance with this Agreement. The net earnings you receive will, in most cases, if not all, be considered a taxable gain to you. You will need to consult with your tax advisor regarding this transaction so that you completely understand the tax implications of the transaction.

1.10 **Non-Liquid.** Monies used for participation are not liquid during the entire term outlined in the Policy Participation Agreement. Therefore, great care should be exercised and great caution observed in determining a proper, balanced participation amount for use in this re-sale life insurance policy transaction.

1.11 **Participant's Demise.** Please note, especially, that if the Participant passes away during the term of this Agreement, alternate or contingent beneficiaries will inherit or acquire this Agreement. However, said Agreement must remain in force until maturity due either to: (a) the passing of the Insured or (b) pay-out by the insurer. The policy does not become a "cash disbursement" in the hands of any Participant or heir(s) until maturity occurs. The death of the Insured - not the death of the Participant - determines the maturity date of this transaction.

1.12 Full Disbursement. Whenever maturity occurs due to the passing of the Insured, even if the Insured's passing is prior to the expiration of the calculated LE, Participant will receive a full or disbursement of their original participation plus targeted gains for the full term of this Agreement and will not be paid only a pro-rated partial return. Example: if the entire term of the policy is 48 months and the policy matures after 12 months due to the death of the Insured, the full 48 month targeted gain will be paid to the Participant, as well as a pro-rata share of any unused premiums remaining in the escrow sub-account for that policy.

1.13 Premium Escrow Sub-account. In the event that the Insured lives beyond the Life Expectancy period plus twenty-four (24) months and the premium escrow sub-account has been depleted, then upon the depletion of said premium escrow sub-account, Participant will be contacted and requested, on a pro-rata share basis, to pay future premiums until the Insured passes away. If a contingent co-beneficiary(ies) has inherited the policy(ies) upon the passing of the Participant, the contingent co-beneficiary(ies) will be contacted and it will be the responsibility of the contingent co-beneficiary(ies) to pay future premiums in accordance with this paragraph. Failure of Participant to make premium payments into the premium escrow sub-account under these circumstances will result in total forfeiture of all their participation in this policy and will result in the loss of both the original basis amount and all base-line targeted gain. In the event this occurs, Agent will then have the license to offer Participant's pro-rata portion in the policy to another person for payment of the necessary premium contribution amount. Participant also acknowledges Retirement Value, LLC or its Licensee provided very specific dollar amounts to illustrate this potential future risk.

Participant / Participant

II. Affirmative Representations of Agent

2.1 The Agent is a viable company, whose business activities include the purchase of re-sale life insurance policies. Agent has no prior knowledge of your investment experience or your financial wherewithal to fund this transaction. Your decision to enter into this transaction will be based on your own independent investigation, but Agent takes the following specific steps to safeguard the monies you advance for this transaction:

- (a) Only insurance carriers rated "A-" or better by A.M. Best are used for re-sale life insurance policies;
- (b) All funds are maintained in or pass through the Escrow Agent and are deposited in a cash or cash equivalent account with Wells Fargo, N.A., 1000 North Walnut Street, New Braunfels, Texas 78130 (hereinafter the "Escrow Account") in an FDIC-Insured account, to be used for the purpose of purchasing the re-sale life insurance policy and the payment of premiums and other necessary payments peculiar to the Agent taking ownership of a policy. Notwithstanding, re-sale life insurance policies are not endorsed by any bank; outcomes are not guaranteed by any bank; and, this is not an FDIC-Insured financial transaction;
- (c) Funds used to purchase any re-sale life insurance policy noted in this Agreement are transferred to and exclusively handled by Pacific Northwest Title Company of Oregon, 111 Southwest Columbia Avenue, Suite 200, Portland, Oregon 97201;

(d) Monies accumulated for paying all premiums due for each of the re-sale life insurance policies are maintained in an escrow sub-account at Wells Fargo Bank, N.A. and administered by the Escrow Agent;

(e) Interest from all Escrow Accounts will be the property of the Agent, being part of the Agent's fee structure and will not be owned by or distributed to Participant;

(f) Agent or its Escrow Agent will not in any way use Participant's participation money in any manner whatsoever other than what is directed by the Participant in this Agreement.

2.2 During the Term of this Agreement, Agent shall:

- (a) provide to Participant all documentation pertinent to the Participant's co-beneficiary interest in the policy;
- (b) provide a copy of this Agreement to the designated Escrow Agent; and
- (c) create and maintain accurate records on Participant that pertain to the participation in the policy and from time to time, as appropriate, provide reports to Participant.

2.3 No Additional Duties. Except as set forth in paragraph 2.2, Agent shall have no other duties or obligations to Participant other than to use reasonable efforts to assist Participant if requested.

2.4 Right to Grant Additional Interest. Agent may grant to additional Participants an interest in the policy, provided that Agent will not allow the combined interest to exceed the face amount or death benefit of the policy.

III. Affirmative Representations, Rights & Obligations of Participant

3.1 Participant hereby confirms that he / she has read and understands the above. Participant further hereby confirms that _____ (Licensee) has explained fully a re-sale life insurance policy transaction together with all associated risks.

3.2 Free Will. Participant acknowledges that he / she has carefully examined his / her financial resources, investment objectives, and tolerance for risk and that after considering the benefits and risks associated with this transaction, Participant freely elected to enter into this transaction with Agent.

3.3 Due Diligence. Participant represents and warrants that Participant is sufficiently sophisticated in financial matters of this type to make an independent, informed, wise and balanced decision to participate in a re-sale life insurance policy and that this matter was thoroughly reviewed with his / her Retirement Value, LLC Licensee and Participant has had the opportunity to obtain such additional information necessary to verify the accuracy of the information contained herein and satisfy his / her due diligence efforts on this transaction in order for him / her to evaluate the merits and risks of this Agreement. Participant further represents and warrants that Participant has access to professional investment advice, has adequate means of providing for current and future financial needs and possible contingencies,

has no need for liquidity for these funds, is able to bear the risk of an interest in a policy(ies) for an indeterminate period of time, could afford a complete loss of this participation and is committing to a participation which bears a reasonable relationship to Participant's total net worth.

Participant

Participant

3.4 Confidentiality. Participant will maintain the confidentiality of all medical and insurance information received in connection with participation on a policy(ies) and the Agent's purchase of the re-sale life insurance policy(ies) at issue in this transaction.

3.5 No Contact With Insured. Participant agrees not to contact the insured third-party named in the policy, and acknowledges that, under Texas law, only Agent (if Agent is a "provider"), or the Agent's designee, can contact Insured to determine health status.

3.6 Buy and Hold. Participant understands and agrees that this Agreement is of a "buy and hold" nature; that there is no offer made or any offer implied of liquidity during the entire period of Agreement; that Agent offers no buy-back guarantee; that the Participant understands that even upon his / her death, a contingent beneficiary(ies) "inherit(s)" this Agreement but must wait for its full maturity before realizing any "cash distribution" from this re-sale life insurance policy program.

3.7 Waiver of Right to Disclosure. Participant waives any right of disclosure that Participant may possess from Agent relating to Agent's fees paid to its policy supplier, any broker, attorney, and / or necessary service company(ies), accountant(s) or consultant(s) in the acquisition of the policy.

3.8 Ownership Status. Participant represents and warrants that he / she will retain sole ownership in the pro-rata status in the policies that he / she is selecting and that Participant will not sell, assign or distribute his / her portion in said policies to any other person or entity.

3.9 Reliance on Agent or Licensee. Participant represents and warrants that he / she has not relied on Agent for any legal, tax or investment advice whether expressly stated, inferred or assumed, any statements, representations or warranties, whether verbal or in writing, made by Agent, its Licensees or employees, with respect to his / her decision to enter into this transaction. For example, if Participant lives in a community property state, the special, legal, and tax requirements of that state must be fully met with the assistance of their own advisors.

3.10 No Guarantee. Agent has not provided or guaranteed any of the following: (i) a specific return on investment; (ii) a specific amount to be paid to Participant, (iii) a "buy back" guarantee, or (iv) a specific date of Maturity.

3.11 Accuracy. Participant further represents that the information contained herein is true, complete and accurate and may be relied on by Agent in entering into the transaction described herein.

IV. Miscellaneous

4.1 Venue. Venue for any lawsuit arising out of this Agreement shall be in Comal County, Texas and, in the case of federal jurisdiction, in the United States District Court for the Western District of Texas, San Antonio Division.

4.2 Amendment. The terms and conditions of this Agreement may only be amended by a writing signed by the Parties.

4.3 No Waiver. Except as expressly provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any other rights or remedies provided by law or otherwise. Failure by a Party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the express written permission of an authorized officer of the Party against whom the waiver is asserted.

4.4 Severability. In the event any term, condition, or provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable, or void, the Parties shall endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such amendments, such invalid term, condition, or provision shall be severed from the remaining terms, conditions, and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

4.5 Assignment. Except as otherwise provided herein, neither this Agreement nor any rights granted hereunder may be assigned or otherwise transferred by any Party, in whole or in part, whether voluntarily or by operation of law. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4.6 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by facsimile, and addressed as follows:

To Participant:

At the address for Participant as specified on page 1 of this Agreement

To Agent:

Retirement Value, LLC
457 Landa Street, Suite B
New Braunfels, Texas 78130
Fax: (866) 498-4644

Mailing Address:

Retirement Value, LLC
P.O. Box 310635
New Braunfels, Texas 78131

Either Party may amend its address by written notice to the other Party in accordance with this section. Notices will be deemed to have been given at the time of actual receipt.

4.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties and supersedes and cancels, revokes, and rescinds all previous negotiations, agreements, and commitments, whether oral or in writing, with respect to the subject matter described herein, and neither party shall be bound by any term, clause, provision, or condition save

as expressly provided in this Agreement or as duly set forth in writing as a subsequent amendment to this Agreement, signed by duly authorized officers of each Party.

Mutual Agreement

The Parties agree that this transaction will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Participant(s) and Agent agree that all claims, disputes, controversies, differences or other matters in question arising out of the relationship between Participant and Agent (and its officers, directors, agents and / or employees), related to this Agreement, or otherwise, shall be settled finally, completely and conclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, by one or more arbitrators, chosen in accordance with the Rules. The decision of the arbitrator(s) shall be final and binding on all parties. Any arbitration held in accordance with this paragraph shall be private and confidential. On request of either party, the record of the proceeding shall be sealed and may not be disclosed except insofar, and only insofar, as may be necessary to enforce the award of the arbitrator(s). The prevailing party shall be entitled to receive all reasonable and necessary attorney's fees and costs from the non-prevailing party.

EXECUTED this _____ day of _____, 20____

Participant:

Participant:

Signature _____

Signature _____

Marc Seeger

Print Participant's Name (Print)

Print Participant's Name (Print)

RETIREMENT VALUE, LLC

a Texas limited liability company

By: _____

Member

Dated: _____

Licensee Information		License Number: _____	
Name: _____	Cell: _____	Fax: _____	
Tel: _____			



437 Landa Street, Suite B, New Braunfels, TX 78130 • Phone: (830) 624-8858 / (210) 832-9040 • Fax: (830) 609-5002 • www.retirementvalue.com

PARTICIPANT SUITABILITY FORM – ONE FOR EACH PARTICIPANT*

Client-Participant Information:

Name: _____
(Individual Name / Trust / Company)

If Trust – date of Trust: _____

Spouse's Name: _____

I am of sound mind and am able to determine on my own that participating in this program is a correct use of a portion of my net worth. I can afford to participate in this program knowing that my participation is illiquid for an indeterminate period of time. I feel that I have sufficient knowledge and experience in business and financial matters to determine whether or not this is a good use of a portion of my funds.

Please initial each line below that applies to you.

Investing Experience:

- ☒ I have the experience to analyze and determine whether participation in certain investments is suitable for me.
- ☒ If I feel it necessary, I will consult with a financial advisor before making any decisions.
- ☒ I have in the past or presently am invested in stocks, bonds, and / or mutual funds traded on a national security exchange.
- ☒ I have in the past or presently am invested in commodities or future contracts.
- ☒ I have participated in other re-sale life insurance policies.
- ☒ I have a relationship with partners or companies that invest in real estate.
- ☒ I have other types of investments other than above.

Individual Annual Income	<input checked="" type="checkbox"/> \$50,000-\$150,000	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000+
Household Income	<input checked="" type="checkbox"/> \$50,000-\$150,000	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000+
Approximate Net Worth (Excluding primary residence)	<input type="checkbox"/> \$150,000-\$250,000	<input type="checkbox"/> \$250,000-\$500,000	<input checked="" type="checkbox"/> \$500,000+

This section to be completed ONLY if an ADVISOR other than Retirement Value, LLC or its Licensee has assisted with this application.

☐ I have a professional advisor who is not affiliated with Retirement Value, LLC in any way and who has sufficient knowledge in business and financial matters to advise me in connection with my participation in this product and to determine that this is a viable option for a portion of my money.

Professional Advisor: _____

Address: _____

Telephone No.: _____

Title: _____

☐ This section to be completed ONLY if Participant is a TRUST.

As the Trustee of a Trust, the Trust is interested in participating in the re-sale life insurance policies offered by Retirement Value, LLC and in receiving a pro-rata irrevocable co-beneficiary share of the death benefit of one or more of the policies for the Trust. I represent the following (please check any and all statements that pertain to you):

☐ I represent and warrant that I have full authority to enter into any agreement on behalf of the Trust. I am able to determine that participating in this program is a correct use of a portion of the net worth of the Trust. The Trust can afford to participate in this program knowing that the participation is illiquid for an indeterminate period of time. I feel that I have sufficient knowledge and experience in business and financial matters to determine whether or not this is a good use of a portion of the Trust's funds.

☐ The Trust has a professional advisor who is not affiliated with Retirement Value, LLC in any way and who has sufficient knowledge in business and financial matters to advise me in connection with the Trust's participation in this product and to determine that this is a viable financial option for the Trust.

Professional Advisor: _____

Address: _____

Telephone No.: _____

Title: _____

REPRESENTATIONS AND WARRANTIES

I represent that I have carefully read and examined the Policy Participation Agreement and determined that participation in one or more re-sale life insurance policies is appropriate and suitable for me. I understand the risks involved as explained by our Licensee. Understanding that participation in a re-sale life insurance policy is not liquid, I have adequate means to provide for day-to-day financial needs and would be able to meet financial obligations without this monetary participation. I represent that I can bear the financial risk for an indefinite period of time. I represent and warrant that I have read this Suitability Form and represent and warrant that the information contained in it is true, correct and accurate and may be relied on by Retirement Ventures LLC.

Participant

Date

*Joint Participant (only if Spouse of above Participant)

Date



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DISCLOSURE ACKNOWLEDGMENT

Please read carefully before initialing.

1. _____ I have received and reviewed a Suitability Form and the Policy Participation Agreement describing the nature and risks associated with the participation in a re-sale life insurance policy.
2. _____ I understand the undersigned financial consultant* (if such is signing) is my financial consultant, and is not an agent, employee, or representative of Retirement Value, LLC ("Retirement Value"). I further understand that any representations, advice, opinion, or recommendations made by the undersigned financial consultant are his / hers alone and not the representations, advice, opinion, or recommendations of Retirement Value, LLC.
3. _____ I understand that any projected base-line targeted gain from this transaction is calculated based on an estimated life expectancy for the person insured under the policy; that the actual earnings may vary substantially from the base-line targeted gain because the actual life of the insured almost certainly will be less than or greater than rather than exactly equal to the estimated life expectancy; the net actual earnings will be higher if the insured passes away earlier than the life expectancy and lower if the insured passes away later than the life expectancy – due to the pro-rata refund of un-used premiums or having had to pay a pro-rata share of premiums due.
4. _____ I understand that the insured in whose life insurance policy I am participating may outlive me, particularly if I am of advanced age.
5. _____ I have been advised to consult my own tax advisor regarding the tax consequences of participating in a re-sale life insurance policy.
6. _____ I understand and have been advised that I have the right to rescind or cancel my participation in any re-sale life insurance policy for ten (10) calendar days even after Retirement Value, LLC has received and accepted my application for participation and that if I elect to rescind my participation to receive a full refund of all initial participation funds without penalty or fee of any kind.

7.

I understand that re-sale life insurance policies are illiquid, that I will not have access to the funds used to participate in the re-sale life insurance policies until the policies mature due to the death of the insured, and that no one can determine with exact certainty when any policy will mature. Accordingly, I have determined that I have sufficient liquid assets or other income to provide for daily and emergency needs and thus can bear the risk of participating in these re-sale life insurance policies and not having access to these funds for an indeterminate period of time.

8.

All of my questions concerning the re-sale life insurance policies I am considering have been answered. I understand the risk involved and have decided to participate with the understanding that any earnings on these policies will be realized by my estate, heirs or devisees should I pass away before the insured.

EXECUTED the _____ day of _____, 2010.

PARTICIPANT

PARTICIPANT

Signature _____

Signature _____

FINANCIAL CONSULTANT*

Signature _____

* NOT a Retirement Value, LLC Licensee.



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LIMITED POWER OF ATTORNEY
RETIREMENT VALUE, LLC / CLIENT-PARTICIPANT
(Limited Power of Attorney is required for each Participant)

This Power of Attorney is made by and between _____
(hereinafter referred to as "Participant") and Retirement Value, LLC (hereinafter referred to as
"Agent" or "Attorney-in-fact") appointing Retirement Value, LLC as Participant's true and lawful
Agent and Attorney-in-fact for transacting Participant's acquisition of an irrevocable co-beneficiary
status in a re-sale life insurance policy(ies).

My Attorney-in-fact is hereby authorized to act for me in my name, place and stead, and for
my use and benefit, and to do, execute, or to concur with persons jointly interested with myself therein
in the doing or executing of all or any of the acts, deeds and things set forth below as if same were
my acts and deeds. My Attorney-in-fact shall have the following powers:

1. A. Enter into any and all contracts, agreements or documents necessary to facilitate
the purchase by the Agent of a re-sale life insurance policy or policies or certificate(s) if a group
policy in which I shall acquire an irrevocable co-beneficiary status through a Policy Participation
Agreement executed by me.

B. Complete, record and file any document(s) necessary for the transfer of ownership
with the Insurance Carrier and / or irrevocable assignment of co-beneficiary status with the Escrow
Agent of the purchased re-sale life insurance policy or certificate(s) if a group policy through a Policy
Participation Agreement executed by me.

C. Concerning the disbursement of funds by the Escrow Agent, instruct and direct
Escrow Agent in the funding or purchase of a policy or policies, payment of premiums to maintain
said policy or policies in an in-force status, payment of any and all administrative, bank and escrow
fees, including commissions, that are associated with the purchase of a re-sale life insurance policy or

policies or certificate(s) if a group policy in which I shall acquire an irrevocable co-beneficiary status through a Policy Participation Agreement executed by me.

D. Do any and all other actions that may be necessary to facilitate the acquisition of a policy or policies designated by a Policy Participation Agreement executed by me.

E. Notify Participant of any additional premium monies needed if it becomes necessary for the Participant to contribute additional funds to keep the re-sale life insurance policy designated by a Policy Participation Agreement executed by me in-force.

F. Upon the death of any insured, obtain the death certificate and instruct the Escrow Agent as to the disbursement of the death benefit to the Participant or the Participant's designee.

G. If for whatever reason Escrow Agent resigns or terminates its contract with Agent, Agent can appoint another escrow agent to take its place and Agent can transfer all funds and related records to the successor escrow agent and the successor escrow agent shall then assume all duties and obligations of the Escrow Agent. The Escrow Agent shall have no liability for the successor escrow agent.

2. This Power of Attorney is for the sole purpose of designating Agent as the Participant's Attorney-in-fact for the purpose of purchasing a re-sale life insurance policy(ies) to be owned by the Agent, to facilitate the acquisition and maintaining of an irrevocable co-beneficiary standing by the Participant through the Escrow Agent with regard to said policy or policy(ies), and shall convey no other authority.

3. This Power of Attorney DOES NOT give license to Attorney-in-fact to change in any way the designation of the Participant's contingent irrevocable co-beneficiary(ies) for any re-sale life insurance policy designated by a Policy Participation Agreement executed by me.

4. This Power of Attorney DOES NOT give Agent authority to take any action to deny or deprive Participant of Participant's irrevocable co-beneficiary status in any policy or policies without specific instructions from Participant.

5. This Power of Attorney DOES NOT give Attorney-in-fact authority to disburse Participant's funds for any purpose not specifically delineated within this Power of Attorney.

6. This Power of Attorney may be terminated at any time by either party with written notice to that effect.

7. This Power of Attorney represents the entire and sole agreement between the Parties hereto with all provisions to be enforced as provided herein. No other representations, agreements or covenants, whether written or oral, shall govern this relationship.

RETIREMENT VALUE, LLC
a Texas limited liability company

Participant

By: _____
Member

Signature

Dated: _____

Print Name

Dated: _____

SIGN HERE



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SPECIAL POWER OF ATTORNEY
LICENSEE / CLIENT-PARTICIPANT
(Special Power of Attorney is required for each Participant)

The undersigned ("Client-participant") hereby appoints _____ ("Licensee") as its Agent and Attorney-in-fact to review, evaluate, and direct Retirement Value, LLC ("Retirement Value") as to Client-participant's participation in a re-sale life insurance policy on the Client-participant's behalf. In all such participation, Retirement Value, LLC is authorized to follow the instructions of Client-participant's Agent in every respect concerning the Client-participant, and is authorized to act for the Client-participant and in the Client-participant's behalf in the same manner and with the same force and effect as Client-participant might or could with respect to any such participation, as well as with respect to all other things necessary or incidental to the furtherance or conduct of such participation or the maintenance or protection of any interest in any re-sale life insurance policy which Client-participant selects.

Client-participant hereby acknowledges that Retirement Value, LLC will rely on this authorization in taking instruction and direction from Client-participant's Agent on behalf of the Client-participant. Client-participant agrees to indemnify and hold Retirement Value, LLC harmless from any and all claims or damages whatsoever arising out of compliance with instructions or directions issued by Client-participant's Agent pursuant to Agent's authorization.

Retirement Value, LLC does not by implication or otherwise endorse the operational methods of Agent. Client-participant further understands that Retirement Value, LLC relies on the direction and instruction of Client-participant as to the selection and amount of any re-sale life insurance policy interest participated in and that, by granting this power to Client-participant's Agent to exercise Client-participant's rights of discretion and instruction to Retirement Value, LLC, Client-participant does so at its own risk.

Client-participant hereby ratifies and confirms any and all transactions with Retirement Value, LLC heretofore and hereafter made by Client-participant's Agent on behalf of the Client-participant.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which Retirement Value, LLC may have under any other agreement or agreements between the Client-participant and Retirement Value, LLC. This authorization and indemnity is continuing, and shall remain in full force and effect until revoked by the Client-participant via written notice addressed to and received by Retirement Value, LLC at 457 Landa Street, Suite B, New Braunfels, Texas 78130 (mailing address: P.O. Box 310635, New Braunfels, Texas 78131-0635). Any such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation.

This authorization and indemnity shall inure to the benefit of Retirement Value, LLC and any successors or assigns.

Client-participant understands fully the obligations which Client-participant has assumed by executing this Power of Attorney. Client-participant understands that Client-participant's Agent is not an agent, employee, partner or affiliate of Retirement Value, LLC and that Retirement Value, LLC is in no way responsible for any loss or damages occasioned by the actions or advice of the individual or organization named above.

Licensee

Signature _____

Print Name _____

Dated: _____

Client-Participant

Signature _____

Print Name _____

Dated: _____

SIGN HERE

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 1

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Exempt payee
<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from U.S. source or business is not subject to the withholding tax on significant partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,


```

      ##      #####      ##      #####      ##      #      ##
      ##      #      #      ##      #      #      #      #      #
      #      #      #####      #      #      #      #      #
      #      #      #      #      #      #      #      #      #
      #      #      #      #      #      #      #      #      #
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Job : 18
Date: 7/28/2010
Time: 5:37:54 PM

Unofficial copy Travis Co. District Clerk Velva L. Price

Exhibit B

Unofficial copy Travis Co. District Clerk Velda L. Price

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE

Expenses by Vendor Summary

All Transactions

	<u>Payee</u>	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licensees only</u>
1	Pacific Northwest Title of Oregon, Inc.	27,939,063.00	
2	Retirement Value, LLC	10,251,508.49	
3	Milkie Ferguson Investments, Inc.	1,729,342.62	1,729,342.62
4	Gallagher Financial Group, Inc.	1,413,114.40	1,413,114.40
5	Kiesling, Porter, Kiesling & Free PC	1,275,666.48	
6	Michael McDermott	999,079.30	999,079.30
7	Sr. Retirement Planners, LLC	485,564.13	485,564.13
8	Collins Marketing Company	469,799.80	469,799.80
9	QVest III Master Fund, LLC	467,250.00	467,250.00
10	Fellowship Financial LLC	421,517.05	421,517.05
11	Estate Protection Planning Corporation	388,589.11	388,589.11
12	Wells Fargo	313,449.86	
13	Secured Financial Strategies, LLC	300,782.47	300,782.47
14	Brian R. Cervenka	261,825.96	261,825.96
15	Niche Investment, LLC	223,528.00	223,528.00
16	Razor Financial Services, LLC	167,788.72	167,788.72
17	Senior Texan Estate Planning Services LLC	165,735.43	165,735.43
18	Mike Ahlers	153,169.58	153,169.58
19	Darrill S. BeeBe	142,358.49	142,358.49
20	PC&S, LLC	132,879.96	132,879.96
21	Global One Direct, LLC	123,957.75	123,957.75
22	Steven Fecken	119,009.91	119,009.91
23	Joseph T. Donnantuoni	115,036.73	115,036.73
24	First Covenant Financial Partners, LLC	114,515.00	114,515.00
25	David Dolph	98,794.34	98,794.34
26	Ronald R. Coleman	84,025.56	84,025.56
27	Charles David Gray	81,230.83	81,230.83
28	Gary J. Lenahan	77,715.64	77,715.64
29	Earl Brown	76,954.74	76,954.74
30	Mike Givillancz, Jr.	76,524.41	76,524.41
31	Kip Hartman	73,865.25	73,865.25
32	Michael A. Castellano	73,823.66	73,823.66
33	John P. Fish	64,900.00	64,900.00
34	Joel Franklin	61,750.00	61,750.00
35	William E. Evans	57,666.92	57,666.92
36	James Lorin Ballo	57,450.00	57,450.00
37	Justin Martin	56,689.62	56,689.62
38	Asset Growth & Protection	55,083.33	55,083.33
39	Victor Maria Cruz	54,069.43	54,069.43
40	Creative Wealth Designs, LLC	53,000.00	53,000.00
41	Raymon G. Chetwick, Jr.	52,981.77	52,981.77
42	Alliance of Professions for Business	52,800.00	52,800.00
43	Don Forrest Wissner	52,249.27	52,249.27
44	Hurry Home Business, LLC	50,255.00	50,255.00
45	Kenneth P. Petticoles	50,151.75	50,151.75
46	Thomas V. Meaglia	49,029.27	49,029.27
47	Neil Campbell	48,000.00	48,000.00
48	Arvin Gowens	43,599.84	43,599.84
49	Bruce Collins	43,390.08	43,390.08
50	Mike Rosaasen	43,388.98	43,388.98

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licensees only</u>
51 Stonehurst Securities, Inc.	42,370.00	42,370.00
52 Milks and Milks, Inc.	41,403.32	41,403.32
53 Garrett Financial Insurance Services	40,829.55	40,829.55
54 Carl V. Gottuso	40,292.75	40,292.75
55 Lighthouse Capital Preservation	40,000.00	40,000.00
56 Michael Don Morrow	40,000.00	40,000.00
57 Senior Strategy Tax Advisors	40,000.00	40,000.00
58 James Craig Orr	39,139.75	39,139.75
59 Wesley Davidson	36,296.34	36,296.34
60 Ron Thompson	35,257.76	35,257.76
61 Michael William Sylkatis	35,300.00	35,300.00
62 John "Todd" Reagan	35,082.24	35,082.24
63 Steven J. Skijus	34,344.23	34,344.23
64 Alternative Solutions Insurance Services,	33,818.50	33,818.50
65 Tony L. Adkison	33,156.91	33,156.91
66 Gloria Jane Young	33,000.00	33,000.00
67 Emil L. Laskowski, Jr.	32,491.01	32,491.01
68 Granite Pacific Financial, Inc.	31,500.00	31,500.00
69 Richard Gray	31,246.71	31,246.71
70 Carol Rust	30,648.68	30,648.68
71 First Capital Advisors, LLC	30,500.00	30,500.00
72 Real Talk Network	29,762.39	29,762.39
73 Randall N. Foreman & Associates, LLC	29,374.47	29,374.47
74 IAM Financial Services, Inc.	29,250.00	29,250.00
75 Gary Oliver	28,624.53	28,624.53
76 Pamela Friske	28,000.00	28,000.00
77 Kenneth J. Franco	27,800.00	27,800.00
78 Larry Lowder	27,600.00	27,600.00
79 Jeffrey Davis	27,500.00	27,500.00
80 Harvest Planning, LLC	26,769.15	26,769.15
81 GoPro Retirement Value, LLC	26,134.44	26,134.44
82 Joseph David Butler	25,800.00	25,800.00
83 Douglas Berkey	25,666.49	25,666.49
84 Fredrick William Rust	25,485.50	25,485.50
85 Terrence R. Pipenhagen	25,152.26	25,152.26
86 James Strizak	24,940.00	24,940.00
87 Richard Evans	24,757.43	24,757.43
88 Jeff Mejia	24,500.00	24,500.00
89 John Champion	24,400.00	24,400.00
90 Robert F. Knox	24,277.20	24,277.20
91 Wealth Integrated Network LLC	24,256.57	24,256.57
92 Paul N. Brown	23,925.00	23,925.00
93 IGB Financial	23,924.36	23,924.36
94 Stephen M. Horn	23,091.30	23,091.30
95 Nancy A. Lepore	22,334.08	22,334.08
96 Thomas W. Brown	21,819.84	21,819.84
97 Walter C. Young	21,000.00	21,000.00
98 L. Karl Kittlaus	20,500.00	20,500.00
99 Hal Partenhelm	20,102.39	20,102.39
100 Old Money, Inc.	20,000.00	20,000.00

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>Payee</u>	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licenses only</u>
101	Colin Boddicker	19,840.96	19,840.96
102	Eric Lopez	19,516.98	19,516.98
103	Sam Hensley	19,496.03	19,496.03
104	Eagle Insurance, Inc.	18,600.00	18,600.00
105	Jonas B. Esteves	18,000.00	18,000.00
106	Randall N. Foreman	18,000.00	18,000.00
107	Life Assurance, LLC	17,504.78	17,504.78
108	Timothy Tullos	17,500.00	17,500.00
109	Capitol Financial Group	16,048.34	16,048.34
110	Tony M. Cammack	16,000.00	16,000.00
111	Trevor H. Harbour	15,975.50	15,975.50
112	John E. Hoskins	15,871.45	15,871.45
113	Match Point Financial Group, LLC	15,833.20	15,833.20
114	Anthony W. Heuermann	15,000.00	15,000.00
115	Fendz Asset Management, Inc.	15,000.00	15,000.00
116	Ryan Carr	14,977.50	14,977.50
117	American Money Group, Inc.	14,659.26	14,659.26
118	Tom Keener	14,326.32	14,326.32
119	Charles Hale	13,973.48	13,973.48
120	Stephon G. McIntyre	13,658.08	13,658.08
121	Mark J. Smith	13,125.27	13,125.27
122	Dan Glazier	12,690.00	12,690.00
123	Sid E. Evans	12,500.00	12,500.00
124	John E. Hodge	12,480.00	12,480.00
125	Kathaleen J. Hensley	12,444.89	12,444.89
126	Wendy Rogers	12,300.00	12,300.00
127	T.C. Weston	12,250.00	12,250.00
128	Marie Petry	11,931.49	11,931.49
129	Triumph Marketing, LLC	11,910.00	11,910.00
130	Dennis Ueoka	11,817.81	11,817.81
131	Richard Brasmer	11,739.25	11,739.25
132	Susan R. Black	11,500.00	11,500.00
133	Thomas Louis Borok, MD PA	11,500.00	11,500.00
134	Harry J. Vance	11,300.00	11,300.00
135	Henry R. Stinson, III	11,296.39	11,296.39
136	Reid Thorburn	11,267.00	11,267.00
137	Jerry Neal Orr	11,060.00	11,060.00
138	Nates Investments, Inc.	11,000.00	11,000.00
139	Tommy Ventures, LLC	10,614.50	10,614.50
140	Leona Chock	10,400.00	10,400.00
141	Medallion Associates, Inc.	10,374.33	10,374.33
142	A. Mark Villa	10,000.00	10,000.00
143	Paul J. Nick	10,000.00	10,000.00
144	Raymond Hill	10,000.00	10,000.00
145	Wayne Holmes	9,991.29	9,991.29
146	High Level Solutions, LLC	9,887.57	9,887.57
147	Mary Ann McDermott	9,844.91	9,844.91
148	Christina Rodgers	9,780.40	9,780.40
149	James R. Trifiletti	9,746.93	9,746.93
150	Jacqueline M. Rasmussen	8,937.50	8,937.50

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licensees only</u>
151 Mark R. Hollingsworth	8,929.27	8,929.27
152 William Tyler	8,780.00	8,780.00
153 Terry W. Morgan, Jr.	8,500.00	8,500.00
154 Steven Sander	8,258.25	8,258.25
155 Edmond G. Brown	8,000.00	8,000.00
156 Jonathan Lewis	8,000.00	8,000.00
157 GreenLight Insurance Agency, Inc.	7,952.62	7,952.62
158 Howard Pittman & Associates	7,705.00	7,705.00
159 Edgar Valencia	7,700.00	7,700.00
160 Life Settlements Advisors, LLC	7,598.92	7,598.92
161 Greg Estes	7,500.00	7,500.00
162 Tim D. Kuni	7,500.00	7,500.00
163 The Policy Xchange Company, LLC	7,479.21	7,479.21
164 Dennis M. Bryant	7,476.06	7,476.06
165 Richard J. Jayne	7,400.00	7,400.00
166 Al Gallo	7,273.58	7,273.58
167 Bruce Piper, III	7,165.79	7,165.79
168 Christopher B. Schaal	7,129.10	7,129.10
169 Joanne P. Kleppe	7,126.50	7,126.50
170 Randa Lea Hohweiler	7,000.00	7,000.00
171 Ron E. Harrison	7,000.00	7,000.00
172 William A. McKenna	7,000.00	7,000.00
173 Robert Leroy Kleppe	6,943.47	6,943.47
174 Rosaasen Insurance	6,900.00	6,900.00
175 The Snider Group, LLC & Associates	6,869.06	6,869.06
176 Artis O. Williams, III	6,826.46	6,826.46
177 Glenn D. Edwards	6,800.00	6,800.00
178 Jack M. Carr, Inc.	6,500.00	6,500.00
179 The Opes Group	6,500.00	6,500.00
180 John Hartman	6,480.00	6,480.00
181 Leonard W. Fox	6,400.00	6,400.00
182 J. Matt Pitts	6,350.53	6,350.53
183 Justice C. "Jack" Titlow, Sr.	6,184.36	6,184.36
184 American National Processing Center	6,000.00	6,000.00
185 John Shuput	6,000.00	6,000.00
186 Michael Murphy	6,000.00	6,000.00
187 Michael Umamoto	6,000.00	6,000.00
188 Safe Estate Plans, LLC	6,000.00	6,000.00
189 Terry Lee Weathers	6,000.00	6,000.00
190 Mark J. Boehm	5,950.00	5,950.00
191 W. Justin Title	5,950.00	5,950.00
192 James Terry Rose	5,860.50	5,860.50
193 Wayne M. Frowitt	5,825.00	5,825.00
194 Chris Hensley	5,754.18	5,754.18
195 The Granite Elite Marketing Group "GEM"	5,622.80	5,622.80
196 David Rice	5,600.00	5,600.00
197 Monty M. Miller	5,500.00	5,500.00
198 Christopher L. Lynes	5,467.82	5,467.82
199 Ryan McDonald	5,400.00	5,400.00
200 Brenda Kay Martin	5,125.00	5,125.00

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>Payee</u>	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licensees only</u>
201	Albert C. Banfo, III	5,000.00	5,000.00
202	Carlos Trevino	5,000.00	5,000.00
203	Charles Priest	5,000.00	5,000.00
204	David W. Gilliland	5,000.00	5,000.00
205	Garland Mueller	5,000.00	5,000.00
206	Gay Geurin	5,000.00	5,000.00
207	Greg Chick	5,000.00	5,000.00
208	Jeffrey P. Schwebach	5,000.00	5,000.00
209	Nevin Verna Abraham	5,000.00	5,000.00
210	Orchard Breeze Capital, LLC	5,000.00	5,000.00
211	Sandra L. Walsh	5,000.00	5,000.00
212	Sharon L. Peters	5,000.00	5,000.00
213	Thomas Louis Borok	5,000.00	5,000.00
214	Brian Alexander Collins	4,986.55	4,986.55
215	The Wealth Care Clinic, LLC	4,986.55	4,986.55
216	Jonathan Stanley	4,977.50	4,977.50
217	J. Ward Peters	4,928.61	4,928.61
218	Jeff Marquis	4,850.00	4,850.00
219	Kerry Brent White	4,805.96	4,805.96
220	Jeffrey K. Green	4,700.00	4,700.00
221	Steven Bishop	4,652.51	4,652.51
222	Guaranty Settlements, LLC	4,500.00	4,500.00
223	Kelly Wuthrich	4,500.00	4,500.00
224	Thomas W. Chrisman	4,500.00	4,500.00
225	Crissman S. Crombie	4,341.10	4,341.10
226	Carrington Insurance Agency	4,130.00	4,130.00
227	Edwards Network, Inc.	4,125.00	4,125.00
228	P.A.R. Financial, Inc.	4,084.58	4,084.58
229	Shane G. Voss	4,050.00	4,050.00
230	Malcolm I. Campbell	4,000.00	4,000.00
231	Roger Lee Brown	4,000.00	4,000.00
232	Stephen R. Kenney	4,000.00	4,000.00
233	Joseph Wiggins	3,900.00	3,900.00
234	A.P. Financial	3,866.13	3,866.13
235	Jean-Michel Bornstein	3,600.00	3,600.00
236	Kevin J. Schneider	3,500.00	3,500.00
237	Michael G. Floyd	3,500.00	3,500.00
238	Michael Woods	3,500.00	3,500.00
239	DRM Group, LLC	3,461.68	3,461.68
240	Affinity Insurance Group, Inc.	3,261.99	3,261.99
241	Ralph P. Lemon	3,248.91	3,248.91
242	John Stampflia	3,223.92	3,223.92
243	Ronnie M. Pope	3,190.00	3,190.00
244	Deirdre M. Gibson	3,150.00	3,150.00
245	James William Rash	3,100.00	3,100.00
246	Clement Ng	3,000.00	3,000.00
247	Jack M. Pausman	3,000.00	3,000.00
248	James V. Ricci, III	3,000.00	3,000.00
249	Patrick Resendez	3,000.00	3,000.00
250	Robert S. Bailey	3,000.00	3,000.00

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>Payee</u>	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licenses only</u>
251	Todd McCasland	3,000.00	3,000.00
252	William L.J. Baker	3,000.00	3,000.00
253	Safeguard Financial Solutions, LLC	2,880.00	2,880.00
254	Generational Wealth Partners, LLC	2,873.92	2,873.92
255	David L. Bocchino	2,850.00	2,850.00
256	Caroline Sue Condon	2,750.00	2,750.00
257	John Ringer	2,703.89	2,703.89
258	Pinkerton Insurance Agency, Inc.	2,700.00	2,700.00
259	Corbin International, Inc.	2,500.00	2,500.00
260	Joe Francia	2,500.00	2,500.00
261	John B. Walker	2,500.00	2,500.00
262	Kathleen M. Stevens	2,500.00	2,500.00
263	Robert A. DeLisle	2,500.00	2,500.00
264	Ronald C. Harrison	2,500.00	2,500.00
265	Susan B. Podpadec	2,500.00	2,500.00
266	Carroll H. Schlader	2,487.50	2,487.50
267	Joshua J. Moore	2,400.00	2,400.00
268	Richard W. Anselmo	2,400.00	2,400.00
269	Roland E. Brewer	2,309.13	2,309.13
270	Worth Financial Group, Inc.	2,300.00	2,300.00
271	Thomas B. Freker	2,233.40	2,233.40
272	Steven B. Stevens	2,232.00	2,232.00
273	Terry Johnson	2,200.00	2,200.00
274	Carl Nulsen	2,000.00	2,000.00
275	Frederick L. Horst	2,000.00	2,000.00
276	John Forrest Walling	2,000.00	2,000.00
277	Keith A. Grubb	2,000.00	2,000.00
278	Lisabeth Moore	2,000.00	2,000.00
279	Michael T. Sommers	2,000.00	2,000.00
280	Randy Howard Beckham	2,000.00	2,000.00
281	John Boylan	1,800.00	1,800.00
282	Dan Charles Ballmann	1,750.00	1,750.00
283	DeWayne Lener	1,700.00	1,700.00
284	Jason Bennett	1,625.00	1,625.00
285	Richard R. Norton	1,625.00	1,625.00
286	Maxine Nowell	1,564.63	1,564.63
287	Barnard-Donagan Ins	1,500.00	1,500.00
288	Cedric C. Carter	1,500.00	1,500.00
289	Elizabeth Gray	1,500.00	1,500.00
290	Faradean Frawley	1,500.00	1,500.00
291	Patrice H. Blackman	1,500.00	1,500.00
292	Forward Focus International Corporation	1,300.00	1,300.00
293	Leonard C. Rauchert	1,276.75	1,276.75
294	Robert E. Smith	1,200.00	1,200.00
295	Albert M. Suarez III	1,175.00	1,175.00
296	Gregory W. Reshto	1,150.00	1,150.00
297	Dejan Clark	1,100.00	1,100.00
298	James Doolin	1,100.00	1,100.00
299	Richard L. Burnett	1,100.00	1,100.00
300	Traci Cook	1,009.11	1,009.11

11:45 AM
06/04/10
Accrual Basis

KIESLING, PORTER, KIESLING & FREE
Expenses by Vendor Summary
All Transactions

	<u>Payee</u>	<u>As of</u> <u>May 5, 10</u>	<u>Adjusted to</u> <u>Licensees only</u>
301	Carlos Ramirez	1,000.00	1,000.00
302	Gary Cass	1,000.00	1,000.00
303	David L. Brown	940.69	940.69
304	Bach Insurance Group, Inc.	900.00	900.00
305	Jamie Leach	900.00	900.00
306	Terry Ross Brown	825.00	825.00
307	Ricky J. Busby	800.00	800.00
308	David Mata	797.81	797.81
309	Michael Snider	793.74	793.74
310	Robert W. Neill	750.00	750.00
311	Ronnie O'Dell	721.88	721.88
312	Mark Loud	700.00	700.00
313	James A. Martin, II	600.00	600.00
314	Beatrice Stevens	500.00	500.00
315	CF Resources, LLC	500.00	500.00
316	Howard Pittman	400.50	400.50
317	Dan Gooding	400.00	400.00
318	Ahiyah's Solutions	250.00	250.00
319	Barshire Moody, LTD	250.00	250.00
320	Denny Andrews	250.00	250.00
321	Duc Huu Dang	250.00	250.00
322	Thomas M. Wilson	250.00	250.00
323	Nancy Lancer	217.05	217.05
324	Stuart L. Gibson	169.38	169.38
325	James Jackson Hobbs, Jr.	150.00	150.00
326	Luanne Lee	150.00	150.00
327	Christopher Driscoll	108.53	108.53
328	Alicia McKinnis	75.90	75.90
329	Melinda Guerrero	8.00	8.00
330	Guaranty Solutions	0.00	0.00
331	Hodge Financial Group	0.00	0.00
332	Juan Benitez	0.00	0.00
TOTAL		<u>52,576,077.59</u>	<u>12,796,389.75</u>

Exhibit C

12:02 PM

05/20/10

Accrual Basis

Retirement Value, LLC
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Catherine H. Gray							
Check	10/6/2009			Dividends		Retirement Val...	-200,000.00
Check	12/28/2009	1589	Year - End 2...	Dividends		Retirement Val...	-375,000.00
Check	12/31/2009	1507	12/31/09 - Ye...	Dividends		Retirement Val...	-97,500.00
Total Catherine H. Gray							-672,500.00
Dick Gray							
Check	12/31/2009	1508	12/31/09 - Ye...	Dividends		Retirement Val...	-136,500.00
Check	1/19/2010	1652	January - 201...	Dividends		Retirement Val...	-96,000.00
Check	1/22/2010	1665	150,000 @ 7...	Dividends		Retirement Val...	-9,000.00
Check	2/26/2010	1797	February divi...	Dividends		Retirement Val...	-105,000.00
Check	3/5/2010	1840	3/5/10 - Divi...	Dividends		Retirement Val...	-105,000.00
Total Dick Gray							-451,500.00
Richard H. Gray							
Check	10/6/2009		Xfer to 39206...	Dividends		Retirement Val...	-280,000.00
Check	12/28/2009	1585	Year - End 2...	Dividends		Retirement Val...	-525,000.00
Check	1/29/2010	1674	January 2010...	Dividends		Retirement Val...	-105,000.00
Check	2/12/2010	1745	Feb 2010	Dividends		Retirement Val...	-105,000.00
Total Richard H. Gray							-1,015,000.00
TOTAL							-2,139,000.00

12:04 PM

05/20/10

Accrual Basis

Retirement Value, LLC
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
United States Treasury							
Check	3/26/2010	1939	2010 - 1040F	Dividends		Retirement Val...	-599,200.00
Check	3/26/2010	1940	2010 - 1040F	Dividends		Retirement Val...	-149,800.00
Total United States Treasury							-749,000.00
TOTAL							<u>-749,000.00</u>

KIESLING, PORTER, KIESLING & FREE INSURANCE ESCROW ACCT.

Vendor QuickReport

All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Richard Gray							
Check	12/10/2009	3648		WELLS FARGO BASE	✓	-SPLIT-	-10,150.00
Check	12/30/2009	3876		WELLS FARGO BASE	✓	-SPLIT-	-3,250.00
Check	03/11/2010	4691		WELLS FARGO BASE		-SPLIT-	8,000.00
Check	03/18/2010	4843		WELLS FARGO BASE		-SPLIT-	-9,846.71
							-31,246.71

10:30 AM

07/28/10

Retirement Value, LLC
Vendor QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Collins Marketing Company							
Check	11/2/2009	1356		Retirement Value, L.	X	Consultants	-25,000.00
Check	12/28/2009	1506	1st qtr 2010 ..	Retirement Value, L.	X	Agent Commis	-25,000.00
Bill	2/9/2010			Accounts Payable		Consultants	-25,000.00
Bill Pmt Check	4/1/2010	1904		Retirement Value, L.	X	Accounts Pay	-25,000.00

KIESLING, PORTER, KIESLING & FREE INSURANCE ESCROW ACCT.

Vendor QuickReport

All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Check	08/07/2009	1305		WELLS FARGO BASE	✓	-SPLIT-	-1,000.00
Check	08/21/2009	1458		WELLS FARGO BASE	✓	-SPLIT-	-5,400.00
Check	08/26/2009	1482		WELLS FARGO BASE	✓	-SPLIT-	-1,975.47
Check	09/03/2009	1577		WELLS FARGO BASE	✓	-SPLIT-	-2,800.00
Check	09/10/2009	1607		WELLS FARGO BASE	✓	-SPLIT-	-500.00
Check	09/16/2009	1605		WELLS FARGO BASE	✓	-SPLIT-	-900.00
Check	09/17/2009	1527		WELLS FARGO BASE	✓	-SPLIT-	-250.00
Check	09/17/2009	1515		WELLS FARGO BASE	✓	-SPLIT-	-85.52
Check	09/17/2009	1546		WELLS FARGO BASE	✓	-SPLIT-	-30.22
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-77.14
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-75.60
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-2,000.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-2,000.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-4,135.25
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-1,000.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-300.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-2,000.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-15,350.78
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-1,200.53
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-171.23
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-500.00
Check	09/17/2009	1551		WELLS FARGO BASE	✓	-SPLIT-	-43,350.00

11:56 AM

05/20/10

Accrual Basis

Retirement Value, LLC
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Wendy L. Rogers							
Check	10/6/2009	1259		Dividends		Retirement Va ...	-180,000.00
Check	12/28/2009	1586	Year - End 2...	Dividends		Retirement Va ...	-300,000.00
Check	12/31/2009	1510	12/31/09 - Ye...	Dividends		Retirement Va ...	-78,000.00
Check	1/19/2010	1653	January - 201...	Dividends		Retirement Va ...	-24,000.00
Check	1/22/2010	1666	150,000 @ 2 ...	Dividends		Retirement Val...	-6,000.00
Check	1/29/2010	1675	January 2010 ...	Dividends		Retirement Val...	-30,000.00
Check	2/12/2010	1744	Feb 2010	Dividends		Retirement Val...	-30,000.00
Check	2/26/2010	1798	February Divi...	Dividends		Retirement Val...	-30,000.00
Check	3/5/2010	1841	3/5/10 - Divi...	Dividends		Retirement Val...	-30,000.00
Total Wendy L. Rogers							-688,000.00
TOTAL							-688,000.00

12:04 PM
05/20/10
Accrual Basis

Retirement Value, LLC
Register QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
United States Treasury							
Check	3/26/2010	1939	2010 - 1040F...	Dividends		Retirement Val...	-599,200.00
Check	3/28/2010	1940	2010 - 1040F...	Dividends		Retirement Val...	-149,800.00
Total United States Treasury							-749,000.00
TOTAL							<u>-749,000.00</u>

Unofficial copy Travis Co. District Clerk Velva L. Price

6:20 PM
05/20/10

KIESLING, PORTER, KIESLING & FREE INSURANCE ESCROW ACCT.

Vendor QuickReport

All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
Check	12/10/2009	3849		WELLS FARGO BASE	✓	-\$PLIT-	-1,050.00
Check	12/30/2009	3877		WELLS FARGO BASE	✓	-\$PLIT-	-11,250.00

Wendy Rogers

9:58 AM

07/16/10

Accrual Basis

Retirement Value, LLC
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount
Dividends						
Check	10/6/2009	1260	David A. Gray		Retirement Val...	-160,000.00
Check	12/15/2009	1561	David A. Gray	Distribution is...	Retirement Val...	-31,307.32
Check	12/28/2009	1587	David A. Gray	Year - End 2...	Retirement Val...	300,000.00
Check	12/31/2009	1509	David A. Gray	12/31/09 - Ye...	Retirement Val...	-78,000.00
Check	12/31/2009	1511	David A. Gray	12/31/09 - Ye...	Retirement Val...	-10,000.00
Total Dividends						-579,307.32
TOTAL						<u>-579,307.32</u>

10:03 AM
07/16/10

Retirement Value, LLC
Vendor QuickReport
All Transactions

Type	Date	Num	Memo	Account	Clr	Split	Amount
David Gray							
Check	1/5/2010	1608		Retirement Value L...	X	Agent Commis...	-92,500.00
Bill	2/9/2010			Accounts Payable		Consultants	-92,500.00
Bill Pmt -Check	4/1/2010	1905		Retirement Value L...	X	Accounts Pay...	-92,500.00

Unofficial copy Travis Co. District Clerk Velda L. Price

Exhibit D

Unofficial copy Travis Co. District Clerk Velda L. Price

Bank Account: FCB - Checking - 0382 Ending Balance: 12,751.03

Pay to the Order of HI Country Funding

Six Hundred thousand, and 00/100th ***** Dollars

HI Country Funding

Address

No. 02/23/2012

Date \$ 600,000.00

MEMO

Order Checks

Expenses	Amount	Terms	Memo	Customer Job	Billable?
HI - 0-47	600,000.00				

Retirement Value, LLC - QuickBooks Pro 2009 - [Make General Journal Entries]

File Edit View Company Customers Vendors Employees Banking Reports Online Services Window Help

Home Company Snapshot Customer Center Vendor Center Employee Center Online Banking Report Center Upgrade Audit Payroll Credit Cards Services Live Community Help Feedback Search

Previous Next Print...

Date 10/05/2010 Entry No. 141 - void

Account	Debit	Credit	Memo	Name
FCB - Checking - 0382	830,000.00		mill country Retirement Fund	
HI - 0447		830,000.00		

Save & New

Print

Revert

Start

Retirement Value, LLC

Dividends to Graydon...

Internet Mail - Micros...

Document2 - Microsof...

0.00

4:50 PM

Unofficial Copy Travis Co. District Clerk Velda L. Price

No. 411
 Date 03/31/2010
 Pay to the order of \$ 342,005.00
 Three hundred forty two thousand five and 00/100ths \$ 342,005.00
 Address
 Memo Waiting for Wendy Info
 Order Checks

Expenses \$342,005.00 Retros \$0.00 ☐ To be printed

Account	Amount	Balance	Customer/Job	Billable?
Loan - Checking	342,000.00	Operating Balance		
Bank Service Charges	5.00			

Clear Spots Recalculate Save & Close Print Revert

Transfer Funds

Date: 03/26/2010

Transfer Funds From: FC3 - Clearing - U082	Account Balance: 12,791.00
Transfer Funds To: F11 - 0447	Account Balance: 1,150,506.21
Transfer Amount: \$ 1,137,715.21	

Memo: If funds transfer

Save & Close Save & New Revert

Transfer Funds

Date: 10/27/2010

Transfer Funds From: FCB - Checking - C282	Account Balance: 12,791.00
Transfer Funds To: HILL - 0447	Account Balance: 11,111.00
Transfer Amount: \$5,000.00	

Memo: Funds Transfer

Save & Close Save & New Revert

Retiree's Corp, LLC - QuickBooks Pro 2009 - [Make Deposits]

File Edit View Company Customers Vendors Employees Banking Reports Online Services Window Help

Home

Company Snapshot

Customer Center

Vendor Center

Employee Center

Online Banking

Report Center

Upgrade

Add Payroll

Credit Cards

Services

Live Community

Help

Feedback

Search

Previous

Next

Print

Payments

History

Deposit To

Banking

0882

Date

04/11/2012

Memo

Deposit

Click Payments to select customer payments that you have entered. List any other amounts to deposit below.

Received From	From Account	Memo	Chk No	Pmt Meth	Amount
	04/11/12	BY Final Settlement			24,393.79
Deposit Subtotal					24,393.79
Deposit Total					24,393.79

Save & Close

Save & New

Revert

To get cash back from this deposit, enter the amount below. Indicate the account where you want this money to go, such as your Petty Cash account.

Cash back goes to

Cash back memo

Cash back amount

Save any amounts available for manual deposit entry.

start

Internet Explorer

Outlook Express

Dividends to Gay, do...

Internet Mail - Micros...

Document2 - Microsof...

4:32 PM

Unofficial Copy Travis Co. District Clerk Vekha L. Price

Exhibit E

Unofficial copy Travis Co. District Clerk Velda L. Price

Copy for Frank?

4 Better's world

And to check on

Sam status*



Office of the Secretary of State

CERTIFICATE OF FILING OF

Special Acquisitions, Inc.
File Number: 801249517

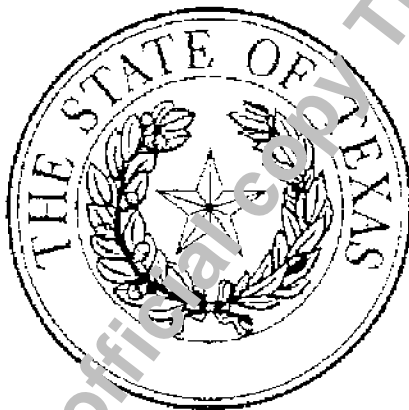
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/30/2010

Effective: 03/30/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

March 30, 2010

Attn: James S. Bettersworth

James S. Bettersworth
110 West Faust Street
New Braunfels, TX 78130 USA

RE: Special Acquisitions, Inc.
File Number: 801249517

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic for-profit corporation.

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the Internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Jessica Ochoa

Fax: (512) 463-5769
TID: 10285

Dial: 7-1-1 for Relay Services
Document: 301297400003

**EIN Assistant**

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 27-2242310

Legal Name: SPECIAL ACQUISITIONS INC

Your confirmation letter will be mailed to you. This letter will be your official IRS notice and will contain important information regarding your EIN. Allow up to 4 weeks for your letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using your new EIN.

[Continue >>](#)

Help Topics

[When the EIN be used
before the confirmation
letter is received?](#)

Form 201

Secretary of State
P.O. Box 13397
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
For-Profit Corporation**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801249517 03/30/2010
Document #: 301297400003
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a for-profit corporation. The name of the entity is:

Special Acquisitions, Inc.

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Carie Morales

C. The business address of the registered agent and the registered office address is:

Street Address:

20402 Canyon Lake Drive Tomball TX 77377

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Carie Morales**

Address: **20402 Canyon Lake Drive Tomball TX, USA 77377**

Article 4 - Authorized Shares

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
------------------	--	-------	--------

3000

☐ A. has a par value of \$

☒ B. without par value.

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

Article 5 - Purpose

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Carie Morales **20402 Canyon Lake Drive, Tomball, Texas 77377**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Carie Morales

Signature of organizer

FILING OFFICE COPY

Unofficial copy Travis Co. District Clerk Velva Price



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

March 31, 2010

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

SPECIAL ACQUISITIONS, INC.

is, as of this date, in good standing with this office having no franchise tax reports or payments due at this time. This certificate is valid through the date that the next franchise tax report will be due May 16, 2011.

This certificate does not make a representation as to the status of the entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted entity is subject to franchise tax as required by law. This certificate is not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 31st day of
March 2010 A.D.

A handwritten signature in black ink, appearing to read "Susan Combs", written over a faint, diagonal watermark that says "Unofficial copy Travis Co. District Clerk Velva L. Price".

Susan Combs
Texas Comptroller

Taxpayer number: 32041536759
File number: 0801249517

Form 06-304 (Rev. 12-27-07)

Taxable Entity Search Results

Franchise Tax Certification of Account Status

This Certification Not Sufficient for Filings with Secretary of State

Do **not** include a certificate from this Web site as part of a filing with the Secretary of State for dissolution, merger, withdrawal, or conversion. The Secretary of State will reject a filing that uses the certification from this site.

To obtain a certificate that is sufficient for dissolution, merger, or conversion, see Publication 98-336d, Requirements to Dissolve, Merge or Convert a Texas Entity.

Certification of Account Status**Officers And Directors Information**

Entity Information:

SPECIAL ACQUISITIONS, INC.

20402 CANYON LAKE DR

TOMBALL, TX 77377-5792

Status:

**IN GOOD STANDING NOT FOR
DISSOLUTION OR
WITHDRAWAL through May 16,
2011**

Registered Agent:

CARIE MORALES

20402 CANYON LAKE DRIVE

TOMBALL, TX 77377

Registered Agent Resignation Date:

State of Formation:

TX

File Number:

0801249517

SOS Registration Date:

March 30, 2010

Taxpayer Number:

32041536759

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans



BUSINESS DEPOSITORY RESOLUTION

CHASE

☒ NEW ☐ CHANGE

ACCOUNT NO. 877410423

BANK NAME/NUMBER JPMorgan Chase Bank, N.A. (201)

ACCOUNT TITLE SPECIAL ACQUISITIONS INC

BRANCH NAME AND NO. New Braunfels - 454

DATE 03/31/2010

BUSINESS ADDRESS 20402 CANYON LAKE DR
TOMBALL TX 77377-5782

PREPARED BY PAIR CIA KLASSEN

PHONE NO. 830-608-4131

TAXPAYER ID NO. 27-2242310

PRODUCT TYPE Chase Business Class

Legal Name of Business SPECIAL ACQUISITIONS INC

(the "Business")

The individual(s) signing this Resolution hereby certifies to JPMorgan Chase Bank, N.A. ("the Bank") that the Business is (check one):

☐ a sole proprietorship owned entirely by the individual signing this Resolution;

☐ a duly formed and valid existing

☐ general partnership ☐ limited partnership ☐ limited liability partnership ☐ limited liability limited partnership ☐ joint venture
organized under the laws of the state/country of , and the persons signing this Resolution constitute all of the general partners of the partnership.

☒ a corporation duly organized and in good standing under the laws of the state/country of USA and that the individual signing this
Resolution is its secretary or assistant secretary and the keeper of the records and corporate seal, if any;

☐ an unincorporated association or organization and the individual(s) signing this Resolution is the keeper of the records and seal, if any;

☐ a limited liability company organized under the laws of the state/country of and the individuals signing this Resolution
constitute all of the members or managers, as appropriate of the company.

and that the following is a true and correct copy of the resolutions adopted by the Business and that such resolutions are now in full force and effect.

Depository and Withdrawal Authorization

RESOLVED, that the Bank is designated a depository in which the funds of the Business may be deposited and/or withdrawn by any one of the persons listed below in the manner so designated, subject to the Bank's Deposit Account Agreement. Each person listed is authorized to endorse for collection, deposit or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the Business. Endorsements for deposit may be written or stamped. The Bank may accept any instrument for deposit in any depository account of the Business without endorsement or may supply the endorsement of the Business. The person(s) so designated is authorized to sign any and all checks, drafts, and orders drawn against any designated account(s) of the Business (including savings accounts) at the Bank. The Bank is authorized to honor and pay all checks, drafts, and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds and regardless of to whom such instruments are payable or endorsed, including those drawn or ordered on any individual owner of any such person so listed.

Name	Title	Facsimile Signatures if Applicable
CARIE N MORALES	President	

Signing Authorization

RESOLVED, that any one of the person(s) indicated above is authorized to act for and on behalf of the Business in any matter involving any of the Business' depository accounts at the Bank, including the authority to instruct the Bank to close the account, and is further authorized to sign and implement for and in the name on behalf of the Business, as they, or any of them, see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository account or other business of the Business including, but not limited to, payroll agreements, repurchase agreements, night depository agreements, funds transfer agreements or other deposit agreements.

Facsimile Signature Authorization

RESOLVED, that the Bank is authorized and directed to honor checks, drafts, and orders for the payment of money drawn on any of the accounts listed above including those drawn to the individual order of any person when the check, draft, or order bears or purports to bear the facsimile signature(s) as shown above or on the signature card. The Bank shall be indemnified and held harmless against any forgery or unauthorized use or misuse of the facsimile signing devices.

Further Authorizations

BE IT FURTHER RESOLVED, that the secretary or assistant secretary (if a corporation or unincorporated association), the sole owner/proprietor (if a sole proprietorship), any member or manager, as appropriate (if a limited liability), or any general partner (if a partnership) is authorized to certify to the Bank the name, title, specimen signature and facsimile signature with respect to any additions or deletions of persons authorized to carry out the purposes and intent of these resolutions and that this resolution shall remain in full force and effect until express written notice of rescission or modification is received by the Bank. If the authority contained herein should be revoked or terminated by operation of law or any other reason without such notice, it is resolved that the Bank shall be indemnified and saved harmless from any and all losses suffered or liabilities incurred by it in carrying out after such revocation or termination without notice.

IN WITNESS WHEREOF, I, the undersigned, has hereunder subscribed his/her name(s) and affixed the seal, if any, of the Business this _____ day of _____, 2010.
For Corporation or Unincorporated Association/Other Organization: For Sole Proprietorship: For Partnership (all general partners must sign) or For Limited Liability Company (all members/managers must sign):

Secretary

Owner/Sole Proprietor

Partner/Member/Manager

Partner/Member/Manager

Partner/Member/Manager

THIS IS A NOT-FOR-PROFIT BUSINESS

JPMorgan Chase Bank, N.A. Member FDIC
Catalog # 34382 (12/09)

Scanning branches - Scan using AT In Queue or the
DISTRIBUTION: 1) Bank Copy 2) Customer Copy





Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Special Acquisitions, Inc. (file number 801249517), a Domestic For-Profit Corporation, was filed in this office on March 30, 2010.

It is further certified that the entity status in Texas is in existence.

It is further certified that our records indicate CARIE MORALES as the designated registered agent for the above named entity and the designated registered office for said entity is as follows:

20402 CANYON LAKE DRIVE

TOMBALL, TX - 77377 USA

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 10, 2010.



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Exhibit F

Exhibit F-1



Re-Sale Life Insurance Policies

Retirement Value, LLC
707 North Walnut Avenue
New Braunfels, TX 78130

PO Box 310635
New Braunfels, TX 78131

Phone: 830-624-8858
Fax: 830-609-6063

RV@retirementvalue.com
www.retirementvalue.com

The information contained in this booklet does not constitute investment advice, and is not an offer to sell or a solicitation to buy any security or any insurance product.



Thank you for the privilege of allowing us to share our proprietary re-sale life insurance policy program with you. We believe both prospective Licensees and prospective Client-participants will want to know:

- All Client-participant funds are deposited in escrow accounts at **Wells Fargo Bank, NA** with a rich, storied, near-mythic legacy dating back to 1852. Naturally, their agreement to accept our deposits cannot be interpreted as and is not an endorsement of our program.
- All Client-participant funds are managed by **Kiesling, Porter, Kiesling & Free, P.C.**, a 40+ year-old law firm in New Braunfels, Texas, functioning as Escrow Agent. Retirement Value, LLC never handles any Client-participant funds at any stage of this program.
- Premium payments will be escrowed to cover **Life Expectancy ("LE") plus 14 months**. This means if an insured has an LE of 60 months, premiums will be escrowed for 84 months – and upon the death of the insured, all un-used premiums will be distributed on a pro-rata basis to all Client-participants in addition to the return of their initial basis plus expected gains.
- The fundamental data required in any Life Expectancy Report is thoroughly underwritten by and provided to us by as many as three (3) independent and totally objective LE sources. We always select the longest.
- The re-sale policies exhibited by Retirement Value, LLC as immediately available for Client-participant selection are exactly that – they are available immediately. Each case in our "portfolio" has been sourced from a policy aggregator who has been buying policies in the life insurance Secondary Market for over 15 years. On average, he and his staff review \$500 million in face amount / death benefit each week to make their selections; then execute formal policy purchase agreements to take ownership of each case; finally re-sell some of those policies to us after completion of their thorough due diligence.
- For potential Licensees reading this summary sheet – our policy source promises us up to \$30 million in face amount each week if needed, thus assuring your ability to meet the demands of even your very largest individual and institutional Client-participants.
- Our high policy purchase volume assures Retirement Value, LLC exceptionally low policy purchase prices – thereby increasing the margin or "spread". We pass through to Client-participants outstanding base-line targeted gains as a result of this lower overhead.

We welcome this special opportunity to introduce you to a true "win-win" program and look forward to the privilege of serving you. Thank you for allowing us to "visit" with you this way!

A handwritten signature in black ink, appearing to read 'Dick Gray'.

Dick Gray
President / CEO
Retirement Value, LLC



Re-Sale Life Insurance Policies

An Overview

There really are no mysteries about or any complicated moving parts with re-sale life insurance policies owned by **Retirement Value, LLC**. We buy the death benefit of a life insurance policy at a deep-discount from the full "face amount". This "spread" or leveraging of our funds generates significant gains upon the passing of the insured - in which you participate on a pro-rata basis. This decades-old idea is just that straight-forward: nothing more; nothing less!

Simply put, for almost twenty years "retail" or individual financial decision-makers have been able to enjoy the same spectacularly high gains previously realized for decades by only the very wealthy, by institutional / "wholesale" players in the secondary market for life insurance. These profit levels from the "spread" in such cases have been realized ever since selling the "death benefit" within a life insurance policy to an assignee was declared "legal" by the U. S. Supreme Court in 1911.

Client-participants in our re-sale life insurance policy program are "irrevocable co-beneficiaries". As an irrevocable co-beneficiary, upon maturity of the policy due to the death of the insured, you receive a pro-rata distribution of the death benefit. All policies in which you participate have been sold by individuals or companies who no longer wanted or needed the policy. The specific amount you receive at maturity is determined by your original participation amount plus your base-line targeted gain.

HERE'S THE BOTTOM-LINE: When an insured passes away, you are re-paid your original participation amount plus a gain, which we call your "base-line targeted gain". Your total at maturity could be higher if there are any un-used premiums to be refunded. These payments are made to you by **Kiesling, Porter, Kiesling & Free, P.C.**, our Escrow Agent — a 40+ year-old Texas law firm that independently manages all monies used for your participation.

Re-Sale Life Insurance Policies

Legal Foundation

One of the questions most frequently asked by someone considering participation in a re-sale life insurance policy is: "*Is this legal?*" Justice Oliver Wendell Holmes, Jr. [b. 1841 d. 1935] of the U.S. Supreme Court (appointed December 8, 1902, by President Theodore Roosevelt) answered 'Yes' when he penned the majority opinion for **GRIGSBY V. RUSSELL**, 222 U.S. 146 (1911) December 4, 1911. Justice Holmes stated with clarity on behalf of the entire high bench:

... it is desirable to give life policies the ordinary characteristics of property; to deny the right to sell... is to diminish appreciably the value of the contract in the owner's hands. It has been decided that a valid policy is not avoided by the cessation of the insurable interest. ..."

FOR 2008 THE RE-SALE LIFE INSURANCE MARKET WAS VALUED AT OVER \$12 BILLION.



Re-Sale Life Insurance Policies

Financing Entity

Retirement Value ("RV") was selected by their exclusive Policy Financing entity to penetrate the re-sale market for reasons of integrity, professionalism, an unyielding pursuit for compliance, and an unsurpassed focus on detail.

RV's Financing Entity is one of the earliest participants in the Life Settlement market and has been one of the most consistent and largest private partakers since 1995. They were one of the leading estate planners and producers for the most prominent Life Insurance issuers in the US throughout the 1980s and 1990s and their entry into Life Settlements was by pure accident (as is the case with most of history's innovations). No one "created" Life Settlements; they just happened.

Their entry was a result of one of his estate planning clients wanting to let a policy lapse due to money constraints. Concerned about his client's plight, he went and met with her. She conveyed her financial situation and he offered her a substantial sum of money on the spot. The client was ecstatic as this was an option not previously open to her or anyone at that time. Leaving with the policy he'd just bought, and wondering aloud "what have I just done!" this may have been the first "Life Settlement" ever transacted.

Since that date, they became active planners in developing the first wave of policies for secondary harvest. This came about as the result of many years as a prominent estate planner and seeing and analyzing the various life products on the market for the benefit of his prominent and wealthy clientele. The policies that were first presented (after contestability) were from life insurers that had been strategically selected for several characteristics, one of them being the lowest cost of insurance ("COI" charges). This led to a rapid increase in policies being written across a wide spectrum of elderly in the US as they went on road-shows across America to present the Life Settlement option for increasing life insurance sales.

Since then the Financing Entity has been selected to consult, underwrite, and perform the warehousing function for numerous funds involved in the management of public employee pensions and other international investment banking engagements. They never have been a target of any regulatory inquiry or litigation.

RV's Financing Entity has provided prefunded, policy warehousing at 0% interest for the re-sale Life Insurance policies we offer to clients.



Re-Sale Life Insurance Policies

Escrow Agent

Safeguarding and preserving both a Client-participant's basis and targeted income in a re-sale life insurance policy are essential components of our program. *Retirement Value, LLC* assures the total safeguarding and preserving of your basis and targeted income by using an independent Escrow Agent, *Kiesling, Porter, Kiesling & Free, P.C.*

OUR ESCROW AGENT AS THIRD-PARTY FIDUCIARY

Retirement Value, LLC assures the total safeguarding and preserving of your money by using *Kiesling, Porter, Kiesling & Free, P.C.* in New Braunfels, Texas, a 40— year-old law firm that functions as Escrow Agent to receive and process all funds for our re-sale life insurance policy cases.

The Escrow Agent also pays all premiums due on all policies and refunds to you on a pro-rata basis any un-used premiums remaining in escrow when the insured passes away.

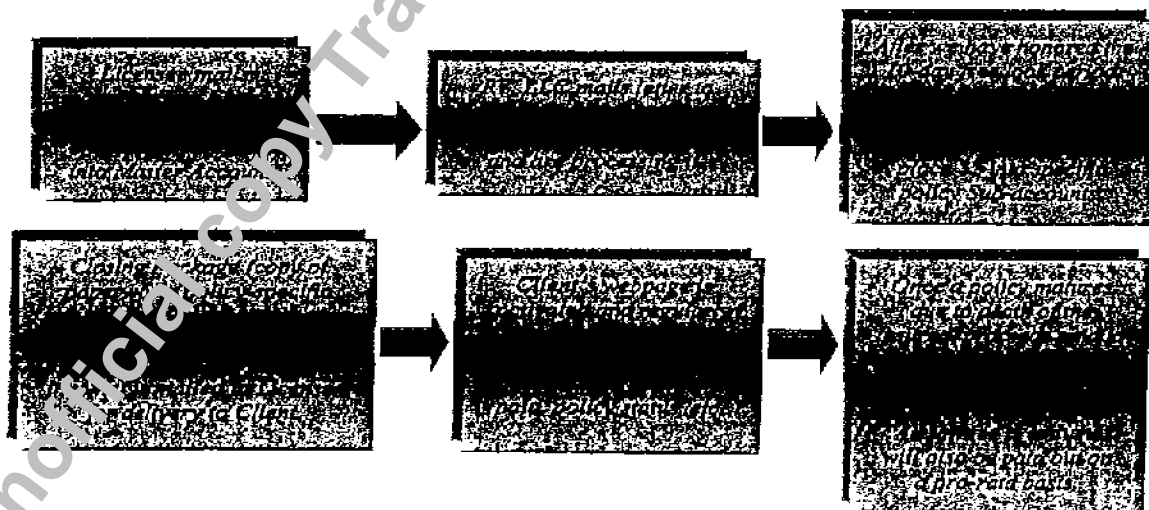
All monies processed by *Kiesling, Porter, Kiesling & Free, P.C.* are deposited in escrow accounts held at *Wells Fargo Bank, N.A.* in New Braunfels, Texas. *Kiesling* as Escrow Agent is independently bonded by a licensed bond carrier.

At no time do any Client-participant funds come to, pass through, or get handled by anyone at *Retirement Value, LLC*. Also, participants in our re-sale life insurance policy program receive reports on a regular basis from *Retirement Value, LLC* and the Escrow Agent to verify that the proper premiums have been paid and the policies remain in-force.

Re-Sale Life Insurance Policies

What Happens Next?

Once the paperwork is mailed in, what can your Clients expect?





Re-Sale Life Insurance Policies

"The Spread"

TOP OF "THE SPREAD" = INCOME

All death benefit pay-outs from the re-sale policies are paid out to *Kiesling, Porter, Kiesling & Free, P.C.* as beneficiary to protect you.

BOTTOM OF "THE SPREAD" = EXPENSES

- Cost of buying the policy
- Ongoing premium payments to maintain the policy
- Application fees for qualified-funds accounts
- Escrow Agent fees and bank costs
- Administrative and referral fees



Re-sale life insurance policies have no "moving parts". Client-participants are paid back all of their basis plus their pro-rata portion of "The Spread", or the difference between costs and the final pay-out when an insured dies.

Your funds allow *Retirement Value, LLC* to purchase and to own re-sale life insurance policies that already have been sold to a policy aggregator by the original policy owner(s) or the original insured(s). "The Spread" shows graphically how *Retirement Value, LLC* is able to pay you such a high income on your funds. Pay-back of all monies in a re-sale life insurance program occurs when the insured passes away. All un-used premiums held in escrow by *Kiesling, Porter, Kiesling & Free, P.C.* are refunded to Client-participants.



Re-Sale Life Insurance Policies

Life Expectancies

All life expectancy (LE) underwriting reports are a well-informed combination of art, science, and statistics. All life expectancy reports are carefully crafted, deliberate estimates, driven by the medical records provided. Therefore, it should not be surprising that there can be significant variations even when similar statistical methodologies are employed. What follows is a specific example:

For the same 79-year old male, based on the same medical history, *Retirement Value, LLC* received three evaluations, and each was different. One was for 47 months; another for 49 months; and a third report was for 67 months.

The important point is that *Retirement Value, LLC* selected the 67-month evaluation and added an additional 24 months of premium in the escrow account to protect our clients. How did this protect our clients? By choosing the longest available LE timeline and still adding 24 additional months of premium to the premium escrow account, *Retirement Value, LLC* reduced as much as reasonable the future risk of a premium call.

LE Source #1

Life Expectancy Certificate

Subject: [REDACTED] D.O.B: 12/31/1930
Evaluation date: 02/12/2010 Smoking Status: Former Smoker
Age: 79 S.S. #: [REDACTED]
Gender: Male

Life Expectancy 67 Months

LE Source #2

~~CONFIDENTIAL~~

Case: 25012

LIFE EXPECTANCY CERTIFICATE

Certificate Date: 01/12/2010
Insured: [REDACTED]

Requested By: Client 1
Date of Birth: 12/31/1930
Age: 79 Gender: M
Life Style: Non Smoker
SSN: Not Available

Median Life Expectancy for this Patient is 47 Months, 3.9 years

(The above Median Life Expectancy is based on information provided and is an ESTIMATION of longevity only.)

LE Source #3

Life Expectancy Certificate

DATE: 10/28/2009 PATIENT: [REDACTED]
SSN: [REDACTED] D.O.B.: 12/31/1930
AGE: 79 SEX: MALE

Given the Age of the Subject and his Medical Management with

Compliance, his projected LE would be 40 Months on available information. This does not mean that Mr. [REDACTED] will not die sooner nor live longer than the time frame indicated. Clearly the factors outlined above have mortality implications.

SSN not Fe



RETIREMENT VALUE, LLC

LIFE POLICY 02-24-10-1

FOR REFERENCE ONLY:

Current 10-case Portfolio available for client participation



POLICY CODE	POLICY DEATH BENEFIT FACE AMOUNT	ISSUING INSURANCE CARRIER	INSURED GENDER	INSURED AGE IN YEARS	PROJECTED LEM EXPECTANCY	LE MDCP DATE	AVAILABLE FOR PARTICIPANTS AS OF 03-28-2010	Base-Only Targeted Gain for Participants	Total Base-Only Targeted Gain for Participants
LFG081-021710-RG	\$1,250,000	Lincoln Financial	FEMALE	80	04 months	2/23/2009	\$321,631	16.50%	\$88.00%
LBL381-021710-SW	\$2,085,000	Lincoln Benefit	MALE	77	60 months	1/27/2010	\$678,262	16.50%	\$82.50%
LBL918-022410-RW	\$1,000,000	Lincoln Benefit	MALE	73	57 months	2/11/2010	\$452,348	16.50%	\$78.38%
AXA035-022410-RS	\$3,000,000	AXA Equitable	MALE	74	57 months	2/18/2010	\$1,533,395	16.50%	\$78.38%
LFG117-021710-HW	\$2,000,000	Lincoln Financial	FEMALE	80	52 months	1/19/2010	\$678,782	16.50%	\$77.50%
LFG248-012610-HM	\$3,000,000	Lincoln Financial	FEMALE	76	52 months	1/29/2010	\$588,154	16.50%	\$74.50%
AXA031-012110-PC	\$5,000,000	AXA Equitable	FEMALE	81	45 months	12/18/2009	\$1,244,070	16.50%	\$67.88%
LI G193-111109-AR	\$5,000,000	Lincoln National	FEMALE	82	40 months	10/30/2009	\$219,712	16.50%	\$55.00%
PLI140-111109-DM	\$10,000,000	Pacific Life	MALE	83	38 months	11/11/2009	\$1,888,187	16.50%	\$52.25%
AGL130-011210-PM	\$2,000,000	American General	MALE	59	33 months	1/11/2010	\$245,968	16.50%	\$45.38%
	\$34,335,000						\$8,447,381	16.5% annually x total LE in years	

Sample of a recent portfolio.

NOT FDIC/NCUA INSURED • NO BANK/CREDIT UNION GUARANTEE • NOT A DEPOSIT • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY • MAY REQUIRE ADDITIONAL CONTRIBUTIONS



Re-Sale Life Insurance Policies

Our Management Team

Dick Gray -- *Founder / President / CEO*

Mr. Gray has held these positions since company start-up and remains very active in guiding the public presentation of the proprietary re-sale life insurance policy model he helped pioneer. Dick has helped clients make wise money decisions in hard financial times for the past 35 years and has been a licensed insurance agent for over 18 years. Personal participation in the re-sale life insurance policies for his own retirement planning reinforces his credibility when assisting numerous clients in doing the same. After earning an A.B. degree in political science and a Master of Divinity degree -- and prior to the start of his business career -- Dick proudly completed four years of U.S. Army active duty as a Chaplain, which included 13 months of decorated field duty in Viet Nam.

Wendy Rogers -- *Vice President, Administration and Services*

Mrs. Rogers supervises our Client Services Department while contributing personally to the development, design and implementation of all marketing and print materials; she also coordinates all computer and information technology needs. Wendy manages the massive data accumulation an operation like ours generates and assures client privacy, while providing timely on-line access for licensees and clients alike to all information needed for a satisfying business relationship with us. She combines 10 years of service in the insurance, financial planning, and banking industries with several years of re-sale policy sales experience. Wendy's B.S. in Agribusiness was earned at Texas A&M University -- College Station, and she also has earned a Masters of Business Administration.

Bruce Collins -- *Chief Operating Officer*

Mr. Collins brings to this crucial position many years of success and achievement in the general financial services industry, including work as a registered rep, and over five years of directly-relevant success within our re-sale / life settlement industry as a Master Licensee and top-level player for our product line with another company. Mr. Collins coordinates all Licensee administration, policy-making decisions, and implementing execution for all "field" activities. He currently holds a Series 62, 6, and 7 licensing. Mr. Collins resides in Grand Prairie, TX, placing him at the financial epicenter of so much of the explosive growth and success at *Retirement Value, LLC*.

Katie Hensley -- *Director of Finance*

Mrs. Hensley is the primary point of contact for all Licensee commission matters at *Retirement Value, LLC*. Ongoing administration of all commissions and invoicing of all commission payments to the Escrow Agent; coordinating development of sales hierarchies; placing client funds on the specific policies your Clients select; recommending new policies to be placed on the bouquet -- these are just a few of the duties she performs efficiently and accurately. Katie holds a Bachelor of Business Administration from Texas A&M University-Kingsville.

Jeremy Gray -- *Director of Policy Administration*

Mr. Gray coordinates all policy acquisition and is the point of contact between our policy supplier and Kiesling, Porter, Kiesling & Free, P.C. He also maintains constant communication with all life insurance carriers that have issued policies that *Retirement Value* currently owns. He continually negotiates premium payments to cover the cost of insurance with these carriers for each policy and invoices the premium payments through our Escrow Agent to be paid to the appropriate insurance carriers.

DeAnne Lewis -- *Manager of Client Services*

Mrs. Lewis and her expanding staff "scrubs" all in-bound client paperwork sent to us by the Escrow Agent. She coordinates the flow of all applications with the Licensees, Escrow Agent, and the selected Custodian for all qualified funds. Mrs. Lewis joined our team with over 6 years of experience in the legal field with the two largest law firms in Austin, Texas, both as a Word Processing Supervisor and as a Legal Secretary in Insurance Defense Litigation.

FRANKLIN TEMPLETON FIXED INCOME INVESTMENT INSIGHT

An Introduction to the Life Settlements Asset Class

KEY HIGHLIGHTS

- Life settlements may offer investors the potential for diversification and attractive returns.
- The asset class offers investors the opportunity to allocate capital to an asset class with historically low correlation to traditional equity and fixed income.
- The market has grown in potential to an estimated \$240 to \$600 billion.

Life settlements represent the rapidly developing secondary market for life insurance policies issued in the United States.

INVESTMENT CHARACTERISTICS

Investors are attracted to the market due to the following primary investment characteristics:

Attractive Expected Returns—The asset class offers the potential for attractive returns relative to investment grade fixed income assets, due in part to it being a new and developing capital marketplace. Projected returns may be similar to those that investors can expect to achieve in other higher-risk asset classes, including equity markets.

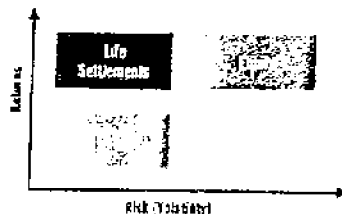
High Credit Quality—Life policies typically sit at the top of the capital structure of investment grade insurance companies. This makes them attractive to investors with high credit quality constraints in their investment guidelines.

Chart 1: Policies are Typically at the Top of the Capital Structure



Low Correlation of Return—Historically, the asset class returns have lower exposure to economic and financial market cycles. Thus, life settlements may provide portfolio diversification benefits relative to a traditional asset mix.

Chart 2: Life Settlements May Offer Attractive Returns with Lower Risk than Traditional Asset Classes



Source: Bloomberg, Franklin Templeton Investments, 9/30/06.

THE DEVELOPING MARKET

Processes and technologies came together in the late 1990s, allowing for more efficient transfer of life policies. At the same time, a growing, older segment of Americans found themselves holding life insurance policies that they no longer needed. The life settlements market developed and began to provide liquidity to the broader population. Though individuals have many reasons for exiting their policies, few are aware of the life settlements marketplace and either accept the cash surrender value from the insurance company (often between a quarter and a half of what can be found in the life settlement market) or let the policy lapse. The fundamental reason for the rapid growth of the life settlements market is consumer value. The life settlements investor can pay more than cash surrender value and still expect a competitive internal rate of return (IRR) on their investment.

In recent years, the life settlements market has developed to give competitive market pricing, rather than just the cash surrender value, to policyholders for insurance policies they may no longer want or need. In the life settlement transaction, a policyholder sells a life insurance policy to an investor. The investor pays the subsequent premiums and is entitled to receive the policy's benefit upon the demise of the insured.

We believe that regulation, demographics and a low national savings rate will drive the expansion of supply to the life settlement market. The demographic wave of the baby boomer generation—those born in the U.S. between 1945 and 1965—is well known. This generation is now moving towards retirement with minimal savings relative to expected post-retirement expenditures. The cohort of those 65 or older is expected to grow at a rate of three times that of the general population. As this cohort grows, those wanting or needing to sell life insurance will grow as well.

Exhibit F-2



Thank you for the privilege of allowing us to share our proprietary re-sale life insurance policy program with you. We believe both prospective Licensees and prospective Client-participants will want to know:

- All Client-participant funds are deposited in escrow accounts at **Wells Fargo Bank, NA** with a rich, storied, near-mythic legacy dating back to 1852. Naturally, their agreement to accept our deposits cannot be interpreted as and is not an endorsement of our program.
- All Client-participant funds are managed by **Kiesling, Porter, Kiesling & Free, P.C.**, a 40+ year-old law firm in New Braunfels, Texas, functioning as Escrow Agent. Retirement Value, LLC never handles any Client-participant funds at any stage of this program.
- Premium payments will be escrowed to cover **Life Expectancy ("LE") plus 4 months**. This means if an insured has an LE of 60 months, premiums will be escrowed for 84 months – and upon the death of the insured, all un-used premiums will be distributed on a pro-rata basis to all Client-participants in addition to the return of their initial basis plus expected gains.
- The fundamental data required in any Life Expectancy Report is thoroughly underwritten by and provided to us by as many as three (3) independent and totally objective LE sources. We always select the longest.
- The re-sale policies exhibited by Retirement Value, LLC as immediately available for Client-participant selection are exactly that – they are available immediately. Each case in our "portfolio" has been sourced from a policy aggregator who has been buying policies in the Life Insurance Secondary Market for over 15 years. On average, he and his staff review \$500 million in face amount / death benefit each week to make their selections; then execute formal policy purchase agreements to take ownership of each case; finally re-sell some of those policies to us after completion of their thorough due diligence.
- For potential Licensees reading this summary sheet – our policy source promises us up to \$30 million in face amount each week if needed, thus assuring your ability to meet the demands of even your very largest individual and institutional Client-participants.
- Our high policy purchase volume assures Retirement Value, LLC exceptionally low policy purchase prices – thereby increasing our margin or "spread". We pass through to Client-participants outstanding base-line targeted gains as a result of this lower overhead.

We welcome this special opportunity to introduce you to a true "win-win" program and look forward to the privilege of serving you. Thank you for allowing us to "visit" with you this way!

Dick Gray
President / CEO
Retirement Value, LLC



Re-Sale Life Insurance Policies

An Overview

There really are no mysteries about or any complicated moving parts with re-sale life insurance policies owned by **Retirement Value, LLC**. We buy the death benefit of a life insurance policy at a deep-discount from the full "face amount". This "spread" or leveraging of our funds generates significant gains upon the passing of the insured - in which you participate on a pro-rata basis. This decades-old idea is just that straight-forward. Nothing more; nothing less!

Simply put, for almost twenty years "retail" or individual financial decision-makers have been able to enjoy the same spectacularly high gains previously realized for decades by only the very wealthy or by institutional / "wholesale" players in the secondary market for life insurance. These profit levels from the "spread" in such cases have been realized ever since selling the "death benefit" within a life insurance policy to an assignee was declared "legal" by the U. S. Supreme Court in 1911.

Client-participants in our re-sale life insurance policy program are "irrevocable co-beneficiaries". As an irrevocable co-beneficiary, upon maturity of the policy due to the death of the insured, you receive a pro-rata distribution of the death benefit. All policies in which you participate have been sold by individuals or companies who no longer wanted or needed the policy. The specific amount you receive at maturity is determined by your original participation amount plus your base-line targeted gain.

HERE'S THE BOTTOM-LINE: When an insured passes away, you are re-paid your original participation amount plus a gain, which we call your "base-line targeted gain". Your total at maturity could be higher if there are any un-used premiums to be refunded. These payments are made to you by **Kiesling, Porter, Kiesling & Free, P.C.**, our Escrow Agent — a 40+ year-old Texas law firm that independently manages all monies used for your participation.

Re-Sale Life Insurance Policies

Legal Foundation

One of the questions most frequently asked by someone considering participation in a re-sale life insurance policy is: "Is this legal?" Justice Oliver Wendell Holmes, Jr. [b.1841 d.1935] of the U.S. Supreme Court [appointed December 8, 1902, by President Theodore Roosevelt] answered 'Yes' when he penned the majority opinion for **GRIGSBY V. RUSSELL**, 222 U.S. 147 (1911) December 4, 1911. Justice Holmes stated with clarity on behalf of the entire high bench:

"...it is desirable to give life policies the ordinary characteristics of property; to deny the right to sell... is to diminish appreciably the value of the contract in the owner's hands. It has been decided that a valid policy is not avoided by the cessation of the insurable interest..."

FOR 2008 THE RE-SALE LIFE INSURANCE MARKET WAS VALUED AT OVER \$12 BILLION.



Re-Sale Life Insurance Policies

Financing Entity

Retirement Value ("RV") was selected by their exclusive Policy Financing entity to penetrate the re-sale market for reasons of integrity, professionalism, an unyielding pursuit for compliance, and an unsurpassed focus on detail.

RV's Financing Entity is one of the earliest participants in the Life Settlement market and has been one of the most consistent and largest private partakers since 1995. They were one of the leading estate planners and producers for the most prominent Life Insurance issuers in the US throughout the 1980s and 1990s and their entry into Life Settlements was by pure accident (as is the case with most of history's innovations). No one "created" Life Settlements; they just happened.

Their entry was a result of one of his estate planning clients wanting to let a policy lapse due to money constraints. Concerned about his client's plight, he went and met with her. She conveyed her financial situation and he offered her a substantial sum of money on the spot. The client was ecstatic as this was an option not previously open to her or anyone at that time. Leaving with the policy he'd just bought, and wondering aloud "what have I just done?" - this may have been the first "Life Settlement" ever transacted.

Since that date, they became active planners in developing the first wave of policies for secondary harvest. This came about as the result of many years as a prominent estate planner and seeing and analyzing the various life products on the market for the benefit of his prominent and wealthy clientele. The policies that were first presented (after contestability) were from life insurers that had been strategically selected for several characteristics, one of them being the lowest cost of insurance ("COI" charges). This led to a rapid increase in policies being written across a wide spectrum of elderly in the US as they went on road-shows across America to present the Life Settlement option for increasing life insurance sales.

Since then the Financing Entity has been selected to consult, underwrite, and perform the warehousing function for numerous funds involved in the management of public employee pensions and other international investment banking engagements. They never have been a target of any regulatory inquiry or litigation.

RV's Financing Entity has provided prefunded, policy warehousing at 0% interest for the re-sale life insurance policies we offer to clients.



Re-Sale Life Insurance Policies

Escrow Agent

Safeguarding and preserving both a Client-participant's basis and targeted income in a re-sale life insurance policy are essential components of our program. **Retirement Value, LLC** assures the total safeguarding and preserving of your basis and targeted income by using an independent Escrow Agent, **Kiesling, Porter, Kiesling & Free, P.C.**

OUR ESCROW AGENT AS THIRD-PARTY FIDUCIARY

Retirement Value, LLC assures the total safeguarding and preserving of your money by using **Kiesling, Porter, Kiesling & Free, P.C.** in New Braunfels, Texas, a 40+ year-old law firm that functions as Escrow Agent to receive and process all funds for our re-sale life insurance policy sales.

The Escrow Agent also pays all premiums due on all policies and refunds to you on a pro-rata basis any un-used premiums remaining in escrow when the insured passes away.

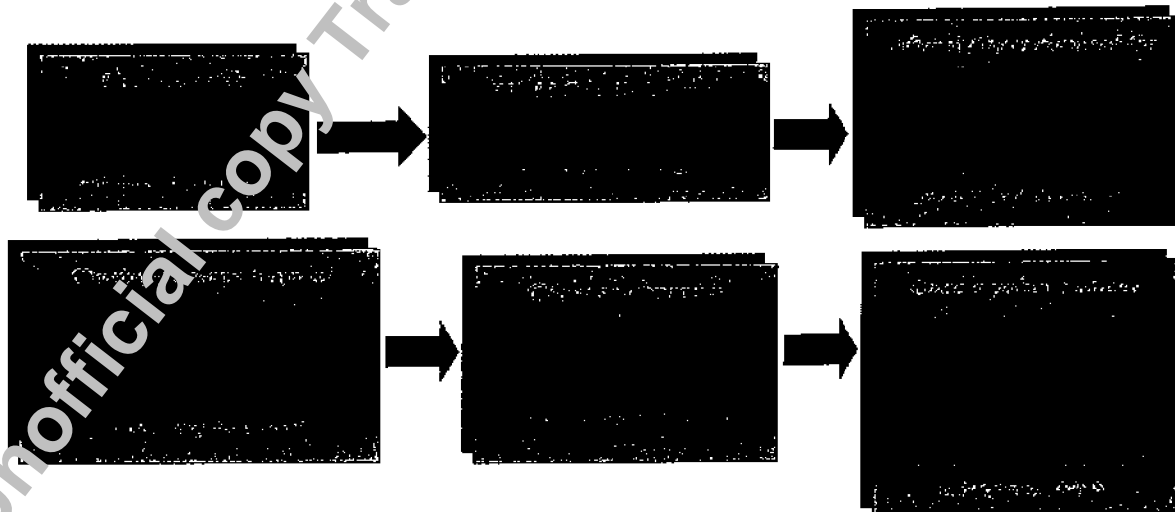
All monies processed by **Kiesling, Porter, Kiesling & Free, P.C.** are deposited in escrow accounts held at **Wells Fargo Bank, N.A.** in New Braunfels, Texas. Kiesling as Escrow Agent is independently bonded by a licensed bond carrier.

At no time do any Client-participant funds come to, pass through, or get handled by anyone at **Retirement Value, LLC**. Also, participants in our re-sale life insurance policy program receive reports on a regular basis from **Retirement Value, LLC** and the Escrow Agent to verify that the proper premiums have been paid and the policies remain in-force.

Re-Sale Life Insurance Policies

What Happens Next?

Once the paperwork is mailed in, what can your Clients expect?





Re-Sale Life Insurance Policies

"The Spread"

TOP OF "THE SPREAD" = INCOME

All death benefit pay-outs from the re-sale policies are paid only to *Kiesling, Porter, Kiesling & Free, P.C.* as beneficiary to protect you.

BOTTOM OF "THE SPREAD" = EXPENSES

- Cost of buying the policy
- Ongoing premium payments to maintain the policy
- Application fees for qualified-funds accounts
- Escrow Agent fees and bank costs
- Administrative and referral fees



Re-sale life insurance policies have few "moving parts". Client-participants are paid back all of their basis plus their pro-rata portion of "The Spread", or the difference between costs and the final pay-out when an insured dies.

Your funds allow *Retirement Value, LLC* to purchase and to own re-sale life insurance policies that already have been sold to a policy aggregator by the original policy owner(s) or the original insured(s). "The Spread" shows graphically how *Retirement Value, LLC* is able to pay you such a high income on your funds. Pay-back of all monies in a re-sale life insurance program occurs when the insured passes away. All un-used premiums held in escrow by *Kiesling, Porter, Kiesling & Free, P.C.* are refunded to Client-participants.

RETIREMENT VALUE, LLC

Last updated: 02-26-2010

FOR REFERENCE ONLY:

Current 10 year Portfolio available for client participation



POLICY CODE	POLICY DEATH BENEFIT FACE AMOUNT	ISSUING INSURANCE COMPANY	INSURED GENDER	INSURED AGE IN YEARS	PROJECTED LIFE EXPECTANCY	LE REPORT DATE	AVAILABILITY FOR PARTICIPANTS AS OF 02/26/2010	Base-line Targeted Gain for Participants	Total Base-line Targeted Gain for Participants
LFG081-021710-RC	\$1,250,000	Lincoln Financial	FEMALE	80	64 months	12/23/2009	\$392,163.11	16.50%	88.00%
LBL361-021710-SW	\$2,085,000	Lincoln Benefit	MALE	77	60 months	11/27/2010	\$567,626.22	16.50%	82.50%
LBL918-022410-RW	\$1,000,000	Lincoln Benefit	MALE	73	57 months	2/11/2010	\$345,234.00	16.50%	78.38%
AXA336-022410-PS	\$3,000,000	AXA Equitable	MALE	74	57 months	2/18/2010	\$1,533,395.00	16.50%	78.08%
LFG117-021710-HW	\$2,000,000	Lincoln Financial	FEMALE	80	57 months	1/19/2010	\$676,762.00	16.50%	71.50%
LFG248-012610-HM	\$3,000,000	Lincoln Financial	FEMALE	76	52 months	1/20/2010	\$588,154.00	16.50%	74.50%
AXA091-012110-PC	\$5,000,000	AXA Equitable	FEMALE	81	45 months	12/17/2009	\$1,834,970.00	16.50%	61.88%
LFG183-111109-MR	\$5,000,000	Lincoln National	FEMALE	82	40 months	10/30/2009	\$249,742.00	16.50%	55.00%
PLI140-111109-DM	\$10,000,000	Pacific Life	MALE	83	38 months	11/11/2009	\$1,616,067.00	16.50%	52.25%
AGL130-012110-PM	\$2,000,000	American General	MALE	88	33 months	1/11/2010	\$245,968.00	16.50%	45.38%
	\$34,335,000						\$8,447,881.00	16.50% annually x total LE in years	

Unofficial

Exhibit F-3

At Retirement Value, LLC, you will find the most thoroughly transparent re-sale life insurance policy program available anywhere. There is no equal!

Your "base-line targeted gain" is higher here than with other purveyors of this product or with any other asset class of comparable risk.

Give us a call—to experience client satisfaction second to none, based on our recognition that it is a professional privilege to serve you.

Whether you speak with our home office associates or our licensees, the integrity and complete disclosure of our business practices will become apparent.

We do not just sell a concept that gives you high gains—we put our professional reputations on the line for you every day.



What Exactly Is a "Re-Sale Life Insurance Policy"?



Phone: 800-672-3653

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Your local Retirement Value, LLC licensee is:

3/1/2010 10:50 AM



Your "base-line targeted gain" is:
A Simple 16.5% Annual

Review our Targeted Outcomes:
All are projected out for 10 years

"Face Amount" immediately available:
Total Portfolio Averages \$30-\$40 Million

"Current Portfolio" immediately available:
10 Policies

***EXAMPLE:**

- A simple 16.5% annually during a 70-month Life Expectancy (LE) would equate to a 96.25% "base-line targeted gain" on your initial participation amount.
- A \$100,000 participation x .9625 = \$96,250 base-line targeted gains at policy maturity or a total matured value of \$196,250.
- If an insured passes away prior to the end of the LE, the matured value will increase because all unused premiums are refunded to participants on a pro-rata basis in addition to the payment of base-line targeted gains.
- If an insured lives longer than 24 months after the LE, the net matured value will decrease due to the need for participants to pay a pro-rata share of the premiums after LE + 24 months for each policy in-force.

What Exactly Is a "Re-Sale Life Insurance Policy"?

Retirement Value, LLC uses client funds to purchase re-sale life insurance policies from a policy aggregator who already has acquired them from their original owners. All our re-sale life policies are purchased at a deep discount compared to the "face amount" or death benefit. When an insured passes away, the full death benefit is paid to the Escrow Agent as the sole beneficiary. The Escrow Agent then distributes all policy proceeds according to your pro-rata participation amount. Yes, it really is that simple!

REPUTATIONS AT STAKE

All Retirement Value, LLC re-sale life policies are scrubbed at least two times in a rigorous, due-diligence process to assure their legitimacy. Once by the policy aggregator before the initial purchase and a final review by Retirement Value, LLC.

All participant funds are deposited in and held in escrow accounts at Wells Fargo Bank, N.A. Of course, the agreement by Wells Fargo Bank, N.A. to be the depository for your funds cannot be interpreted as their endorsement of our re-sale life insurance policy program.

Joining, Porter, Kiesling & Free, P.C., a 40+ year old law firm in New Braunfels, Texas, is your Escrow Agent who manages all client funds. All client funds are handled at all times by the Escrow Agent as a protection for our clients.

All policies we offer have been issued by America's oldest and most financially-sound life insurance carriers, issued by such household names as Met Life, John Hancock, Transamerica, and others—and every carrier is rated "A-" or higher by A.M. Best rating company.

Every Life Expectancy (LE) Report we use is fully underwritten at and issued by companies utilizing a proven methodology. This affords you an external, totally objective basis on which to assess the LE's for all the insureds. We receive LE reports from as many as three (3) separate, independent companies and we always select the longest Life Expectancy.

THE NATURE OF THIS ASSET CLASS

Re-sale policies work very simply. Your profit, or what we call the "base-line targeted gain", is derived from "The Spread" — it is based upon the difference between the death benefit payable when the insured passes away and the total cost of the policy, premium payments, and various administrative fees. The stated simple 16.5% annually also is dependent upon the Life Expectancy (LE) of the insured. The longer the LE, the higher the total gains derived from the "base-line targeted gain", and vice versa.

THE LEGAL FOUNDATION

The death benefit of a life insurance policy can be sold to other assignees like all other personal property. The U.S. Supreme Court ruling on this matter was made on December 4, 1911 and still remains the precedent today.

WHY RETIREMENT VALUE, LLC?

One of many key features that distinguishes our program from all others is a vital protection of your funds. We escrow enough premiums to last 24 months LONGER THAN the Life Expectancy of the insured. This greatly reduces the probability you will be asked to pay a pro-rata share of future premiums. Upon the death of the insured, all unused premiums are redistributed to participants on a pro-rata basis.

Exhibit F-4

At *Retire V* Value, LLC, you will find the most thoroughly researched re-sale life insurance policy program available anywhere. There is no equal!

Your "base-line expected return" are higher here than with other purveyors of this industry or with any other asset class of comparable risk.

Give us a call—to experience client satisfaction second to none, based on our recognition that it is a professional privilege to serve you.

Whether you speak with our home office associates or our licensees, the integrity and complete disclosure of our business practices will become apparent.

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10000 Sunset
Boulevard, Suite 100
Los Angeles, CA 90068

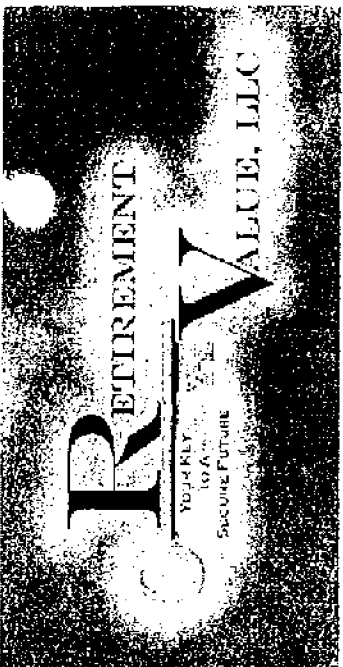
Phone: 830-674-6658
210-832-9040

Fax: 866-198-4644

At Retirement Value, LLC, we are committed to providing you with the most comprehensive and accurate information available in the industry.

Our information comes from the most reliable sources available and is constantly updated to reflect the latest industry trends and opportunities to sell life insurance products.

Your local *Retirement Value, LLC* licensee is:



What Exactly Is a "Re-Sale Life Insurance Policy"?



What Exactly Is a "Re-Sale Life Insurance Policy"?

Retirement Value, LLC uses client funds to purchase re-sale life insurance policies from a private investor who already has acquired them from their original owners. All our re-sale life policies are purchased at a deep discount compared to the "face amount" or death benefit. When an insured passes away, the full death benefit is paid to the Escrow Agent as the sole beneficiary. The Escrow Agent then distributes all policy proceeds according to your pro-rata participation amount. Yes, it really is that simple!

REPUTATIONS AT STAKE

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All participant funds are deposited in and held in escrow accounts at Wells Fargo Bank, N.A. Of course, the agreement by Wells Fargo Bank, N.A. to be the depository for your funds cannot be interpreted as their endorsement of our re-sale life insurance policy program.

As an attorney, Porter, Kiesling & Free, P.C., a 40-year old law firm in New Braunfels, Texas, is your Escrow Agent who manages all client funds. All client funds are handled at all times by the Escrow Agent as a protection for our clients.

All policies we have been issued by America's oldest and most financially-sound life insurance carriers; issued by such household names as MetLife, John Hancock, Transamerica, and others—and every carrier is rated "A-" or higher by A.M. Best rating company.

Every Life Expectancy (LE) Report we use is fully underwritten at and issued by Midwest Medical Review, LLC. This affords you an external, totally objective basis on which to assess the LEs for all the insureds—utilizing reports that have been highly regarded among life insurance professionals for several years.

THE NATURE OF THIS ASSET CLASS

Re-sale policies work very simply. Your profit, or what we call the "base-line expected gain", is derived from "The Spread"—it is based upon the difference between the death benefit payable when the insured passes away and the total cost of the policy, premium payments, and various administrative fees. The spread since 16.5% annually also is dependent upon the Life Expectancy (LE) of the insured. The longer the LE, the higher the total gains derived from the "base-line expected gain", and vice versa.

THE LEGAL FOUNDATION

The death benefit of a life insurance policy can be sold to other assignees like all other personal property. The U.S. Supreme Court ruling on this matter was made on December 4, 1911 and still remains the precedent today.

WHY RETIREMENT VALUE, LLC?

One of many key features that distinguishes our program from all others is a vital protection of your funds. The escrow enough premiums to last 24 months LONGER THAN the Life Expectancy of the insured. This greatly reduces the probability you will be asked to pay a pro-rata share of future premiums. Upon the death of the insured, all unused premiums are redistributed to participants on a pro-rata basis.

Your "base-line expected gain" is
A Simple 16.5% Annually

Review our Expected Outcomes:
All are projected out for 10 years

"Face Amount" immediately available:
Over \$41 Million

"Current Bouquet" immediately available:
10 Policies

*EXAMPLE:

- A simple 16.5% annually during a 70-month Life Expectancy (LE) would equate to a 96.25% "base-line expected gain" on your initial participation amount.
- A \$100,000 participation \times .9625 = \$96,250 base-line expected gains at policy maturity or a total matured value of \$196,250.
- If an insured passes away prior to the end of the LE, the matured value will increase because all unused premiums are refunded to participants on a pro-rata basis in addition to the payment of base-line expected gains.
- If an insured lives longer than 24 months after the LE, the net matured value will decrease due to the need for participants to pay a pro-rata share of the premiums after LE + 24 months for each policy in-force.

Exhibit F-5

An Introduction to Re- Sale Life Policies for Individual Participants

Presented by Bruce G. Collins
Chief Operating Officer

Retirement Value, LLC New Braunfels, Texas



EXHIBIT

B-7

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Disclosure Statement

- The information contained herein is for general informational purposes only. Participation in resale life policies is not suitable for everyone and contains certain risks of gain, or losses. Participants should carefully consider their time horizon and liquidity requirements. A resale life policy is illiquid in nature. This presentation should not be construed as personalized investment advice. Performance targets outlined herein are not guaranteed and are not FDIC insured.

What is a Re-sale Life Insurance Policy?

Sale or transfer of a life insurance contract as property.

Based on a 1911 US Supreme Court Case
Grigsby v. Russell

Oliver Wendell Holmes:

"It is desirable to give life policies the ordinary characteristics of property; to deny the right to sell...is to diminish appreciatively the value of the contract."

Overview

- Retirement Value, LLC uses participants funds to purchase life insurance policies at a deep discount compared to the face value
- RV, LLC becomes the **Owner** of the policy

Participants become **IRREVOCABLE Co-Beneficiaries**

- Upon the triggering event and policy maturity, you receive a pro-rata distribution of the policy proceeds based upon your original participation amount plus any of your unused premiums
- RV organizes a diversified bouquet of policies for participants to acquire

The RV Policy Criteria

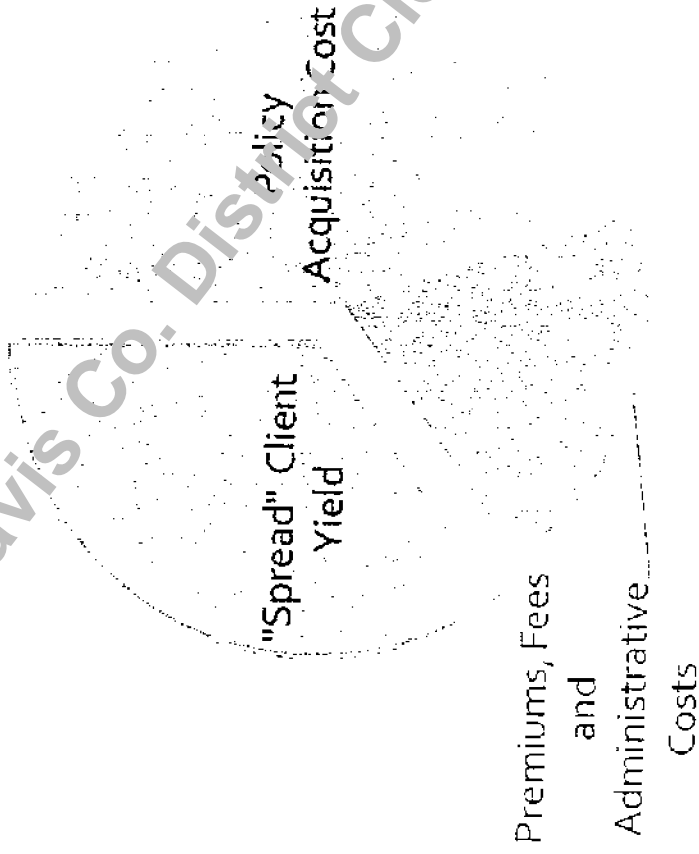
Insured's **LE is 36-70 months**, evaluated by a 3rd party underwriter

Policy can be acquired at a deep discount

Targeted To Yield **16.5%** per year at life expectancy

The RV Financial Model

When The Policy Matures
The Proceeds Include:



Sustainability and Risk Considerations

Accuracy of Life Expectancy Evaluations

Client Time Horizon

Suitability and Risk Considerations

Accuracy of Life Expectancy Evaluations

- Independent LE evaluations from three companies per insured, we use the longest life expectancy report time
- Historical LE track record: **90%** of policies mature at or before projected LE

95% of policies mature at or before LE *plus 12 months*

Individual participants portfolios will vary

Suitability and Risk Considerations

Client Time Horizon

Life Insurance Re-Sale Holdings:

Have No Ongoing Dividends or Cash Flow

Policies Range in Duration from 36 to 70 Month LE's

Available for Qualified or Non-Qualified Placements

Suitable for pensions, 401K's and non-Profits

Risk Management

Independent LE Evaluations- Accurate at
95% LE plus 12 Months

RV Offers an Ongoing Bouquet of 10 Policies
With Diversified LE's

RV Financial Model Escrows Maintenance
Costs to LE plus 24 months

The information contained herein is for general informational purposes only. Participants should carefully consider their time horizon and liquidity requirements. A resale policy is not suitable for everyone and may not be suitable for all participants. Performance targets are not guaranteed and are not FDIC insured.

The RV Bouquet

100 Policies

Multiple "A" Rated Insurance Carriers

LE Range from 36 to 70 Months

Doing Business with RV...

Program is offered through a network of RV authorized licensees

Minimum Client Participation is \$25,000 or \$5,000 per individual policy

Participation available for Qualified or Non-Qualified Funds

Introduction to Re-Sale Life

Insurance Policies for Individual Participants

For More Information Contact...

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