

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

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

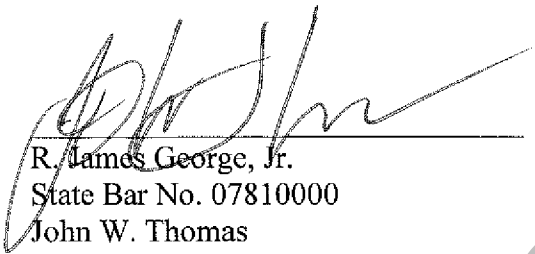
RECEIVER'S SUPPLEMENT TO HIS SIXTH MOTION FOR APPROVAL OF SETTLEMENTS WITH THIRD-PARTY DEFENDANTS/LICENSEES

TO THE HONORABLE JUDGE OF SAID COURT.

COMES NOW Eduardo S. Espinosa in his capacity as Temporary Receiver of Retirement Value, LLC, and files this Supplement to his Sixth Motion for Approval of Settlements with Third-Party Defendants/Licensees as follows:

The Receiver filed his Sixth Motion to Approve Settlements with Third-Party Defendants/Licensees Wesley Davidson, Michael Woods, Sam Hensley and Robert "Bob" Knox on May 24, 2013, with attached settlement agreements. At the time of the filing, Receiver had not received the signature pages to Defendant Robert "Bob" Knox and Wesley Davidson's settlement agreements. Therefore, Receiver supplements his motion with the fully executed settlement agreements of Defendant Knox and Wesley Davidson, Exhibits A and B attached and incorporated herein.

Respectfully submitted,


R. James George, Jr.
State Bar No. 07810000
John W. Thomas
State Bar No. 19856425
John R. McConnell
State Bar No. 24053351
George, Brothers, Kincaid & Horton, L.L.P.
114 W Seventh, Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 499-0090

ATTORNEYS FOR RECEIVER

CERTIFICATE OF SERVICE

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

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

on this the 29th day of May, 2013, to wit:

<p>Geoffrey D. Weisbart Mia L. Storm WEISBART SPRINGER HAYES, LLP 212 Lavaca Street, Suite 200 Austin, Texas 78701 (512) 652-5780 (512) 682-2074 fax gweisbart@wshllp.com madams@wshllp.com jblair@wshllp.com COUNSEL FOR THE CAIN INTERVENORS</p>	<p>Jack Hohengarten TEXAS ATTORNEY GENERAL Financial and Tax Litigation Division 300 W. 15th Street, Sixth Floor Austin, Texas 78711-2548 (512) 475-3503 (512) 477-2348 fax jack.hohengarten@texasattorneygeneral.gov COUNSEL FOR THE STATE OF TEXAS</p>
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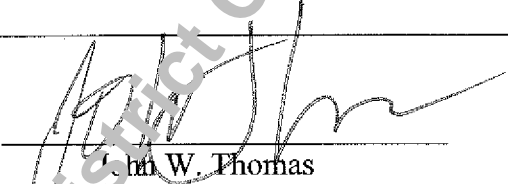
<p>Michael Napoli COX SMITH MATTHEWS, INC. 1201 Elm Street, Suite 3300 Dallas, Texas 75270 (214) 698-7700 (214) 698-7899 fax mnapoli@coxsmith.com</p> <p>and</p> <p>Mary Schaerdel Dietz COX SMITH MATTHEWS, INC. 111 Congress Ave., Suite 2800 Austin, Texas 78701 (512) 703-6300 (512) 703-6399 fax mdietz@coxsmith.com COUNSEL FOR RV RECEIVER</p>	<p>Larry F. York Nicholas P. Laurent Raymond E. White Carl R. Galant MCGINNIS LOCHRIDGE & KILGORE, LLP 600 Congress Avenue, Suite 2100 Austin, Texas 78701 (512) 495-6000 (512) 495-6093 fax lyork@mcginnislaw.com nlaurent@mcginnislaw.com rwhite@mcginnislaw.com cgalant@mcginnislaw.com COUNSEL FOR THIRD PARTY DEFENDANTS RON JAMES, DON JAMES, AND JAMES SETTLEMENT SERVICES</p>
<p>Isabelle M. Antongiorgi TAYLOR DUNHAM, LLP 301 Congress Avenue, Suite 1050 Austin, Texas 78701 (512) 473-2257 (512) 478-4409 fax iantongiorgi@taylordunham.com COUNSEL FOR HCF RECEIVER</p>	<p>Alberto T. Garcia III GARCIA & MARTINEZ, LLP 5211 W. Nile 17 1/2 Road Edinburg, Texas 78541 (956) 580-3700 (956) 580-3703 fax alberto@garmtzlaw.com yoli@garmtzlaw.com COUNSEL FOR THE HARRISON INTERVENORS</p>

<p>Christopher S. Hamilton Angela T. Pacheco Anne Langdon Hamilton STANDLY AND HAMILTON, LLP 325 N. St. Paul, Suite 3300 Dallas, Texas 75201 (214) 234-7900 (214) 234-7300 fax chamilton@standlyhamilton.com apacheco@standlyhamilton.com ahamilton@standlyhamilton.com AND Meagan Martin STEWART STRONG PLLC 1701 N. Market Street, Suite 200 Dallas, Texas 75202 (214) 635-5640 (214) 752-6929 fax meagan@stewartstrong.com COUNSEL FOR HCF INVESTOR INTERVENORS</p>	<p>Michael W. O'Donnell Ronald D. Smith Ashley Senary FULBRIGHT & JAWORSKI L.L.P. 300 Convent Street, Suite 2100 San Antonio, Texas 78205-3792 (210) 224-5575 (210) 270-7205 fax modonnell@fulbright.com rsmith@fulbright.com asenary@fulbright.com and Paul Trahan Cristina C. Longoria FULBRIGHT & JAWORSKI L.L.P. 98 San Jacinto Boulevard, Suite 1100 Austin, Texas 78701-1235 (512) 474-5201 (512) 536-4598 fax ptrahan@fulbright.com clongoria@fulbright.com COUNSEL FOR WELLS FARGO THIRD PARTY DEFENDANTS AND WHITNEY GILES</p>
<p>Scott F. Deshazo Thomas A. Nesbitt Rachel L. Noffke DESHAZO & NESBITT, L.L.P. 809 West Avenue Austin, Texas 78701 (512) 617-5560 (512) 617-5563 fax sdeshazo@deshazonesbitt.com tnesbitt@deshazonesbitt.com rnoffke@deshazonesbitt.com ATTORNEYS FOR GIST INTERVENORS</p>	<p>Daniel K. Richards Toni L. Lucio Clark Richards RICHARDS RODRIGUEZ & SKEITH, LLP 816 Congress Avenue, Suite 1200 Austin, Texas 78701 (512) 476-0005 (512) 476-1513 fax drichards@rrsfirm.com tlucio@rrsfirm.com crichards@rrsfirm.com ATTORNEYS FOR BAKER INTERVENORS</p>
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<p>David R. Clouston Christopher R. Richie Leslye E. Moseley SESSIONS FISHMAN NATHAN & ISRAEL LLC 900 Jackson Street, Suite 440 Dallas, Texas 75202 (214) 741-3001 (214) 741-3055 fax dclouston@sessions-law.biz criche@sessions-law.biz lmoseley@sessions-law.biz COUNSEL FOR THIRD PARTY DEFENDANTS LEVIN AND SCHROEDER</p>	<p>Bogdan Brentea RENTEAL ASSOCIATES 1002 Rio Grande Street Austin, Texas 78701 (512) 472-6291 (512) 472-6278 brente@rentealaw.com nleake@rentealaw.com COUNSEL FOR THIRD PARTY DEFENDANTS COLEMAN, GALLAGHER, FEEKEN, GALLAGHER FINANCIAL, CASTELLANO, CERVENKA, FFLLC, EASTHAM, GLOBAL DIRECT, SHIELDS, MARCO LOPEZ, REID THORBURN, THORBURN TRUST, YOUNG, CREATIVE WEALTH DESIGNS, CHADWICK, WOODS, DAVIDSON, SECURED FINANCIAL STRATEGIES, LLC, AND THORBURN FINANCIAL SERVICES</p>
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<p>Todd A. Marquardt MARQUARDT LAW FIRM 11919 Jones Maltsberger San Antonio, Texas 78216 (210) 320-8800 (210) 247-9396 fax todd@marquardtlawfirm.com COUNSEL FOR THIRD PARTY DEFENDANT JAMES STRIZAK</p> <p>David and Elizabeth Gray 4559 E. 107th Street Tulsa, Oklahoma 74137 (301) 512-4131 esogray72@gmail.com PRO SE THIRD PARTY DEFENDANT</p>	<p>Barry A. Chasnoff McLean Pena Clayton Matheson AKIN GUMP STRAUSS HAUER & FELD LLP 300 Convent Street, Suite 1500 San Antonio, Texas 78205 (210) 281-7000 (210) 224-2035 fax bchnsnoff@akingump.com mpena@akingump.com cmatheson@akingump.com ATTORNEYS FOR SOCIETY AND CORPORATION OF LLOYD'S</p>
<p>Sam L. Hensley P.O. Box 155 2415 Hwy 16N Bandera, Texas 78003 (830) 796-8247 sam.hensley@sbcglobal.net PRO SE</p>	<p>Merritt N. Spencer STRASBURGER & PRICE, LLP 720 Brazos Street, Suite 700 Austin, Texas 78701-2974 (512) 499-3500 (512) 499-5660 fax merritt.spencer@strasburger.com ATTORNEYS FOR THIRD PARTY DEFENDANT SEARLE</p>
<p>Cleveland R. Burke HOHMANN TAUBE & SUMMERS, LLP 100 Congress Avenue, 18th Floor Austin, Texas 78701 (512) 472-5997 (512) 472-5248 fax cleveb@hts-law.com ATTORNEY FOR JAMES AND CAROL BELL</p>	<p>Wendy Rogers 1512 Havenwood Blvd. New Braunfels, Texas 78132 (830) 832-7871 jrrwlr@satx.rr.com PRO SE</p>
<p>Andrew D'Agostino Harvest Planning, LLC 41 Brook Street West Sayville, New York 11796 PRO SE</p> <p>Katie Hensley 160 Stephen Ct. Kyle, Texas 76340 (512) 268-0182 (512) 922-5995 cell Kjhensley2010@gmail.com PRO SE</p>	<p>Jeff Mejia 2609 Gabrianna Court Columbia, Missouri 65203 (913) 208-4884 jeffjmejia@yahoo.com PRO SE</p> <p>Gary J. Lenahan 228 Crawford Street Beckley, West Virginia 25801 PRO SE</p>

<p>Mike Givilancz 611 6th Street Weslaco, Texas 78596 gfinancialgroup@rgv.rr.com PRO SE</p>	<p>Byron Tyghe Williams P.O. Box 88 Mentor, Ohio 44061-0088 (440) 209-9977 PRO SE</p>
<p>Salvatore Magaraci 150 Broadhollow Road, Suite 312 Melville, New York 11747 eppc@optonline.net PRO SE</p> <p>Estate Protection Planning Corp. c/o A. Kirsten Gallardo, CEO P.O. Box 1089 Huntington, New York 11743 eppc@optonline.net PRO SE</p>	<p>Benjamin Milks Milks & Milks 3718 45th Street East Bradenton, Florida 34208 benjaminmilks@milksandmilks.net PRO SE</p> <p>Mike Ahlers 9501 Console Drive, Suite 100 San Antonio, Texas 78229 mikeahlers.marketing@gmail.com PRO SE</p>



John W. Thomas

Unofficial copy Travis Co. District Clerk Veva L. Price

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

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

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Plaintiff" or "Receiver") and Third Party Defendant Robert F. "Bob" Knox, whose address is 4203 Richmond Place, Texarkana, Texas 75503 ("Third Party Defendant").

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

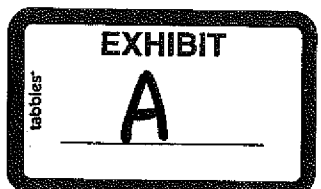
WHEREAS, Third Party Defendant denies having any liability for those claims; and

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

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

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

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



discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Third Party Defendant agrees to pay Plaintiff \$15,000.00 (the "Monetary Consideration"), to be paid in full on or before May 31, 2013. The payment shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself available by phone to the Receiver or his attorneys in connection with any investigation they may be conducting or any lawsuit they may have filed or will file concerning Retirement Value or the events described in the Lawsuit (the "Agreement to Cooperate"). Third Party Defendant represents that Third Party Defendant has produced all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701, jthomas@gbkh.com.
3. Mutual Releases.
 - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Third Party Defendant releases, as set forth in Section 3.B. hereof, and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Third Party Defendant and his heirs, parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Defendant Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Third Party Defendant arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit. The Receiver's release is expressly contingent upon the payment of the Monetary Consideration as required by Section 1 hereof.
 - B. In return for the Receiver's release, as set forth in Section 3.A hereof, and other good and valuable consideration, Third Party Defendant, for himself and his respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and

unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Third Party Defendant has or has ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

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

4. Other Proceedings. Plaintiff and Third Party Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Third Party Defendant and Plaintiff each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein.
5. Dismissal of Counterclaims. Third Party Defendant shall dismiss all counterclaims alleged against the Receiver with prejudice within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiff and Third Party Defendant agree that this Agreement is a compromise and settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.
7. Defense And Indemnity. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Third Party Defendant, likewise, agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Third Party Defendant and arising

from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Third Party Defendant warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this Section. The right to indemnity in this Section is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Third Party Defendant pursuant to Section 1 above.

8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Severability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.
11. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
12. Entire Agreement. This Agreement and its attached exhibit(s) contain the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and its attached exhibit(s) and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
13. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of the Third Party Defendant or Plaintiff's

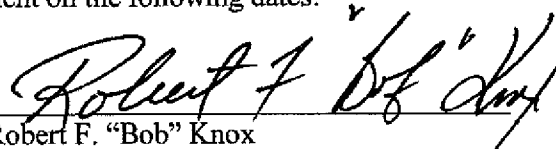
releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendant and Plaintiff agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Third Party Defendant and Plaintiff acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.

14. Other Acknowledgments. Plaintiff and Third Party Defendant, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.
15. Valid Consideration. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiff and Third Party Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different from the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Plaintiff and Third Party Defendant expressly accept and assume the risk of the facts proving to be so different, and each of the them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.
17. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

Date:

5-23-2013


Robert F. "Bob" Knox

THE STATE OF TEXAS §
COUNTY OF Bowie §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of May 2013.



Paula R. Hendrix
Notary Public, the State of Texas

Date: 5/23/13

Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

THE STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2013

Notary Public, the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2013.

Notary Public, the State of Texas

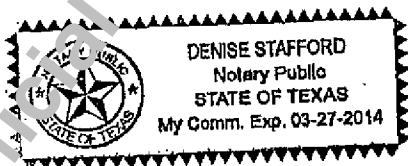
Date: 5/24/13

Eduardo S. Espinosa
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

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



Denise Stafford
Notary Public, the State of Texas

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

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

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Plaintiff" or "Receiver") and Third Party Defendant Wesley Davidson, whose address is 3229 Shadowwood Dr., Lewisville, Texas 75077 ("Third Party Defendant").

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

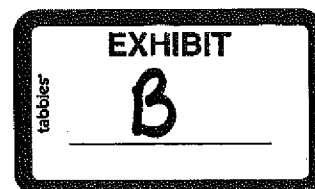
WHEREAS, Third Party Defendant denies having any liability for those claims; and

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

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

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

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



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discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Third Party Defendant agrees to pay Plaintiff **\$10,000.00** (the "Monetary Consideration"), to be paid in full on or before June 5, 2013. The payment shall be made by sending a cashier's check, or a check from the Rentea IOLA T account made payable to "George & Brothers, LLP's Trust Account" to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself available by phone to the Receiver or his attorneys in connection with any investigation they may be conducting or any lawsuit they may have filed or will file concerning Retirement Value or the events described in the Lawsuit (the "Agreement to Cooperate"). Third Party Defendant represents that Third Party Defendant has produced all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701, jthomas@gbkh.com.
3. Mutual Releases.
 - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Third Party Defendant releases, as set forth in Section 3.B. hereof, and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Third Party Defendant and his heirs, parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Defendant Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Third Party Defendant arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit. The Receiver's release is expressly contingent upon the payment of the Monetary Consideration as required by Section 1 hereof.
 - B. In return for the Receiver's release, as set forth in Section 3.A hereof, and other good and valuable consideration, Third Party Defendant, for himself and his respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses,

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attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Third Party Defendant has or has ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

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

4. Other Proceedings. Plaintiff and Third Party Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Third Party Defendant and Plaintiff each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein.
5. Dismissal of Counterclaims. Third Party Defendant shall dismiss all counterclaims alleged against the Receiver with prejudice within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiff and Third Party Defendant agree that this Agreement is a compromise and settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.
7. Defense And Indemnity. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Third Party Defendant, likewise, agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which has been or may

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subsequently be brought by, through, or on behalf of Third Party Defendant and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Third Party Defendant warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this Section. The right to indemnity in this Section is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Third Party Defendant pursuant to Section 1 above.

8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Severability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.
11. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
12. Entire Agreement. This Agreement and its attached exhibit(s) contain the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and its attached exhibit(s) and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
13. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any

ambiguity, doubt or question as to applicability of the Third Party Defendant or Plaintiff's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendant and Plaintiff agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Third Party Defendant and Plaintiff acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.

14. Other Acknowledgments. Plaintiff and Third Party Defendant, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.
15. Valid Consideration. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiff and Third Party Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or different from the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Plaintiff and Third Party Defendant expressly accept and assume the risk of the facts proving to be so different, and each of them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.
17. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

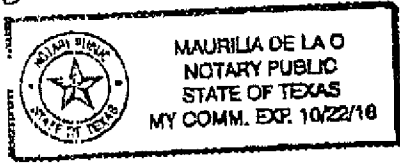
Date: 5/28/13

Wesley Davidson
Wesley Davidson

THE STATE OF TEXAS §
 §
COUNTY OF Montgomery §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May 2013.



Maurilia de la O
Notary Public, the State of Texas

Date: _____

Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

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

Notary Public, the State of Texas

Date: _____

Wesley Davidson, Defendant

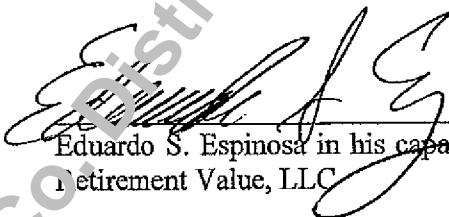
THE STATE OF TEXAS §
§
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2013.

Notary Public, the State of Texas

Date: 5/24/13

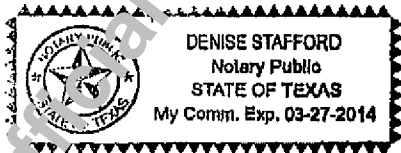


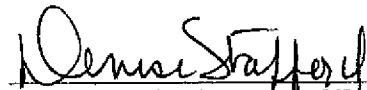
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

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





Notary Public, the State of Texas