

concealing, or disposing of any books, records, or assets relating to Defendants' business operations, including those of selling securities and offering securities for sale.

It appears to the Court that it is necessary to appoint a receiver to take sole control and possession of, and to manage the company, money, property, and assets of Retirement Value, LLC, a Texas Limited Liability Company, and all money, property, and assets of Defendants containing or derived from proceeds of Defendants' sale of securities or used in furtherance thereof.

FINDINGS

In support of its determination, the Court finds that the State of Texas is likely to prevail on its claims that Defendants are in violation of the Securities Act by selling unregistered securities to the public, selling securities through unregistered securities dealers, salesmen, and agents, and committing fraud and fraudulent practices in connection with the sale of securities, and Defendants are in violation of the DTPA, and unless temporarily restrained, the Defendants will continue to commit violations of the laws of the State of Texas, all contrary to the best interests of the general public and the State of Texas.

The Court further finds that immediate and irreparable injury, loss, and damage will result to the present investors and future investors who have purchased and will purchase securities from Defendants, and to the general public, unless Defendants are restrained from promoting, issuing, selling, offering for sale, negotiating for sale, advertising, soliciting, dealing in or distributing any security or securities without complying with the registration provisions of the Securities Act, and from committing fraud in the sale and offer for sale of securities.

The Court further finds that Defendants, their officers, agents, and servants, employees, and attorneys should be enjoined from wasting, concealing or disposing of any books, records, property, or assets of Retirement Value, LLC, a Texas Limited Liability Company, and property or assets of Defendants containing or derived from proceeds of Defendants' sale of securities or used in furtherance thereof.

The Court further finds that the State of Texas is likely to prevail on its claims that Defendants have acted as a dealer, salesman, or issuer, or as an affiliate of a dealer, salesman, or issuer, and that Defendants have engaged in acts, transactions, practices, or courses of business declared to be fraudulent practices by Section 32 of the Securities Act. The Court further finds that the State of Texas is likely to prevail on its claims that Defendants have acted as dealer, salesman, or issuer or an affiliate of a dealer, salesman, or issuer in connection with such fraudulent practices. The Court further finds that the State of Texas is likely to prevail on its claims that Defendants have engaged in false and misleading or deceptive acts or practices in the conduct of trade or commerce. The Court further finds that the State of Texas is likely to prevail on its claims that the appointment of a receiver is necessary in order to conserve and protect the assets of such person or company for the benefit of customers, security



holders, and other actual and potential claimants of such person or company. The Court finds that it may appoint a receiver pursuant to Section 25-1 of the Texas Securities Act and Section 17.47 of the DTPA.

Furthermore, the Court finds that it is necessary to appoint a receiver to prevent the wasting of assets derived from Defendants' illegal activities, to make restitution pursuant to an order to be approved by the Court, and to preserve the status quo. A receiver is needed to conserve and manage the property and assets of and to conduct the affairs of Retirement Value, LLC, a Texas Limited Liability Company and all money, property, and assets of Defendants containing or derived from proceeds of Defendants' sale of securities or used in furtherance thereof, for the benefit of the investors should restitution be granted in this case under Section 32 of the Texas Securities Act or Section 17.47 of the DTPA. Unless a receiver is appointed, the property and assets of Defendants will be dissipated, wasted, and secreted to the irreparable and immediate injury to the investors.

The Court finds that the risk that Defendants will move their operation, hide their records, and/or transfer the money in their bank accounts if given notice of this action constitutes good cause for the Court to issue this First Amended Temporary Restraining Order and Order Appointing Receiver without notice to the Defendants.

FIRST AMENDED TEMPORARY RESTRAINING ORDER

It is therefore ORDERED, ADJUDGED and DECREED by this Court that the Clerk of this Court shall issue a FIRST AMENDED TEMPORARY RESTRAINING ORDER against Defendants without notice enjoining **Retirement Value, LLC**, a Texas Limited Liability Company, **Richard H. "Dick" Gray**, and **Bruce Collins** and also enjoining their officers, directors, principals, partners, joint venturers, employees, salesmen, agents, family members, attorneys, representatives, **and others acting in concert with them** who receive actual notice of the Court's order by personal service, facsimile transmission, or otherwise, from engaging in the following acts:

1. **Dissipation of assets.** Disposing of, transferring, selling, assigning, negotiating, expending, encumbering, partitioning, canceling, concealing, secreting, disguising, hypothecating or removing money, assets, notes, equipment, fixtures, receivables, expectancies, funds or other property or objects of value, whether real, personal, or mixed and whether tangible or intangible, wherever situated, belonging to, owned by, in the possession of, acquired by, or claimed by Defendants, their affiliated companies, or their officers, directors, principals, partners, and attorneys, and others acting in concert with or in behalf of said entities where such property results from or is derived from the business or operations of Defendants;
2. **Destruction or removal of books and records.** Disposing of, transferring, selling, assigning, canceling, concealing, destroying, hiding, moving, secreting, disguising, or hypothecating the books, records, ledgers, journals, invoices,



contracts, notes, leases, investor lists, investor files, investor subscription agreements, tax forms or advice, receipts, computer files, electronic information of any kind, materials, or any other documents or tangible items relating in any way to Defendants and their affiliated companies, or relating in any manner whatsoever to the services or contracts relating to the business or operations of the Defendants, which are now or which may come within or under the possession, custody, or control of the Defendants, their affiliated companies, and their agents, servants, officers, directors, principals, partners, joint venturers, successors, shareholders, employees, salesmen, representatives, attorneys, or any other entity acting in concert with or on behalf of Defendants;

3. **Selling securities.** Promoting, issuing, selling, offering for sale, negotiating for sale, advertising, soliciting, dealing in or distributing any securities, including investment contracts, in any way and by any manner or means, either directly or indirectly through agents, servants, officers, directors, shareholders, employees, representatives, or any other entity acting for them or on their behalf without complying with the securities registration requirements found in the Texas Securities Act;
4. **Acting as an agent, dealer or salesman.** Promoting, issuing, selling, offering for sale, negotiating for sale, advertising, soliciting, holding seminars, dealing in or distributing any securities, including investment contracts, to investors in any way and by any manner or means, either directly or indirectly through agents, servants, officers, directors, shareholders, employees, representatives, or any other entity acting for them or in their behalf, without complying with all dealer and salesman registration requirements of the Texas Securities Act;
5. **Engaging in fraud.** Engaging in any fraud or fraudulent practice in connection with the offer for sale or sale of securities, in violation of the Texas Securities Act or other laws of Texas, including any misrepresentation of fact or omission of material facts;
6. **Interfering with investigation.** Obstructing, hampering, seeking to delay, or interfering in any manner with any investigation of Defendants' sale of securities, including notes, evidences of indebtedness, investment contracts, conducted pursuant to the lawful authority of the Texas State Securities Board, the Office of the Attorney General, the Receiver, or any other law enforcement or governmental authority;
7. **Communicating with Investors and Customers.** Contacting, via telephone, electronic mail or other written correspondence, or otherwise communicating, in any way, directly or indirectly, themselves or through their agents or representatives, with investors or customers of Retirement Value, LLC without prior written approval from the Receiver appointed herein;



8. **Interfering with operation of trusts.** Interfering in any manner with or taking any action as trustee over any trust related in any way to Retirement Value, LLC or related in any way to any securities issued, offered or sold by Defendants, without the express written consent of the Receiver; and
9. **Interfering with the Receiver or the Receivership Estate.** Interfering with, obstructing, or hampering the Receiver appointed under this Order, including accessing or using any web site, telephone, voice mail, or electronic mail account owned or used by Defendant Retirement Value, LLC.

ORDER APPOINTING RECEIVER

It is ORDERED, ADJUDGED, and DECREED by this Court that Eduardo S. Espinosa of K&L Gates, LLP, a duly qualified person, is authorized to serve as Temporary Receiver for the company, assets, monies, securities, claims in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated (within or without the State of Texas) of Retirement Value, LLC, a Texas Limited Liability Company, and for assets, monies, securities, claims in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated, of Richard H. "Dick" Gray, or Bruce Collins as appears to the Receiver to contain or be derived from proceeds of Defendants' sale of securities or used in furtherance thereof (collectively, the "Receivership Assets").

The primary obligations of the receiver, which will guide him in using his discretion, are:

1. To collect, preserve and maintain the Receivership Assets;
2. To notify investor-victims of these proceedings;
3. To discover who has sent money to Defendants, in what amounts, when, and under what terms;
4. To effect fair restitution if possible, from assets under control of the Receiver, according to a plan to be approved by the Court after a diligent investigation has been made into the identity of investor-victims, the amounts they paid to Defendants, any amounts already paid by Defendants to the investor-victims, and the circumstances under which their dealings with Defendants arose;
5. To assist the State Securities Board and the Attorney General in their investigation of Defendants' violations of the Securities Act to the extent not inconsistent with the other terms of this order; and
6. To keep receivership expenses as low as possible consistent with an accurate and efficient administration of the receivership estate.



Eduardo S. Espinosa of K&L Gates, LLP is thus HEREBY APPOINTED Receiver of the records, property, assets and affairs of Retirement Value, LLC, a Texas Limited Liability Company, and for all money, property, and assets of Defendants Retirement Value, LLC, a Texas Limited Liability Company, Richard H. "Dick" Gray, and Bruce Collins as appears to the Receiver to contain or be derived from proceeds of Defendants' sale of securities or used in furtherance thereof. Mr. Espinosa is **DIRECTED AND EMPOWERED** as Receiver to exercise the following powers in his sole discretion, in pursuit of the obligations set out above:

1. To take possession of and control, to the extent another law enforcement entity has not done so by court order, over all property, records, and assets of whatever nature and wherever located (within and without the State of Texas) as appears to the Receiver, in his sole discretion, to be derived from Defendants' fraudulent operations or used in furtherance thereof, whether directly or indirectly; belonging to, claimed by, or controlled by Defendants, including, but not limited to monies deposited by or on behalf of Defendants, in any capacity, including "trustee," with any bank, savings and loan, credit union, securities dealer, clearing agent, or other depository; and interest in real estate owned or controlled by Defendants in any capacity; any stock owned by Defendants and the voting and other rights attaching thereto; any accounts receivable owed to Defendants, and any interest or other return earned upon any of the foregoing, specifically including BUT NOT LIMITED TO the following accounts and assets:

- A. Accounts maintained at Wells Fargo Bank, N.A., identified as the following:

<u>Wells Fargo Acct No.</u>	<u>Name on Account</u>	<u>Signatories</u>
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor, Betty A. Kiesling
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Terry R. Taylor
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Terry R. Taylor
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q.



		Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
	Retirement Value, LLC	Wendy L. Rogers
	Retirement Value, LLC	Richard H. Gray
	Richard H. Gray or Catherine H. Gray	Unknown - no signature documents
	Richard H. Gray or Catherine H. Gray	Unknown - no signature documents
	Andrew E. Gray or Richard H. Gray	Unknown - no signature documents
	Douglas D. Gray or Richard H. Gray	Unknown - no signature documents

B. Brokerage Accounts maintained at Wells Fargo Bank, N.A. identified as the following:

<u>Wells Fargo Brokerage</u>	<u>Name on Account</u>	<u>Signatories</u>
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2. To take possession and full legal control of all books, records, computers, computer disks and materials relating to Defendants' fraudulent operations and all money, property and assets of Defendants which appear to the Receiver in his sole discretion to contain or be derived from proceeds of Defendants' sale of securities or used in furtherance thereof, including computers, financial and other records, books of accounts, checks, accounts receivable, passbooks, account numbers, and access codes for the accounts of Defendants described in paragraph 1 above, wherever and by whomever these records or accounts may be held;
3. To enter, occupy and take full legal control of the premises where Defendants' fraudulent business operations occur, including but not limited to 707 N. Walnut, New Braunfels, Texas 78130, including changing locks and security codes; terminating any lease if he determines it is in the best interest of the receivership estate; and removing assets, property, materials and records, whether written or stored in computers, and including said computers, from the premises located at 707 N. Walnut, New Braunfels, Texas 78130;
4. To conduct, manage, and take charge of all business affairs of, and on behalf of Retirement Value, LLC, a Texas Limited Liability Company including making such ordinary and necessary payments, distributions, and disbursements as he deems advisable or proper for the marshaling, maintenance, or preservation of the Receivership Assets;
5. To receive, collect and open all mail directed to Retirement Value, LLC, a Texas Limited Liability Company, or delivered to any address or post office box, including but not limited to, P.O. Box 310635, New Braunfels, Texas 78130, used by these Defendants, and to direct the post office and commercial delivery services to forward all such mail and deliveries to the Receiver's office;
6. To sign checks or other instruments withdrawing, depositing or transferring funds with respect to any account listed in paragraph 1 under this subsection of this order or otherwise identified by the Receiver as property of the receivership estate.
7. To negotiate, transfer, or redeem any certificate, contract, instrument or security held by or in the name of Defendants;
8. To dismiss employees, contractors, consultants, attorneys, agents or assistants of Retirement Value, LLC, a Texas Limited Liability Company, or to change the terms of employment or engagement with any of them, or to hire employees, contractors, consultants, accountants, attorneys, legal assistants, or other assistants under terms to be determined by the Receiver, whose services, in the sole discretion of the Receiver, are necessary for an efficient and accurate administration of the receivership estate;



9. To recover by taking full legal control and ownership of assets or property acquired with funds derived from or obtained through Defendants' investment scheme, whether directly or indirectly, including any assets located offshore;
10. To file any lawsuits the Receiver deems necessary to carry out his duties herein;
11. To file, prosecute, or defend any suit or suits by or against Defendants which may be deemed necessary, in the sole discretion of the Receiver, to further the obligations of the Receiver as set out above, but not to serve as an arbiter of claims by creditors of Defendants, or other claimants who are not investor-victims, as determined in the sole discretion of the Receiver;
12. To dispose, for the benefit of investor-victims, of real and personal property of Defendants, if that property is determined by the Receiver to have been obtained or derived from the unlawful sale of securities;
13. To close and open accounts and transfer money from one institution to another, or one account to another, as necessary in the Receiver's sole discretion, and under terms the Receiver considers appropriate, for orderly administration and restitution;
14. To enter into contracts as necessary for the orderly administration of the receivership estate and to pay reasonable and necessary expenses incurred in connection with the foregoing duties out of the receivership estate;
15. To advance his own funds, if necessary in his sole discretion, to pay any expense incurred in carrying out his responsibilities under the Court's orders and to reimburse himself immediately for any funds advanced
16. To delegate to agents the authority to exercise any of the powers conferred on the Receiver by this order; and
17. To exercise all equitable powers under the statutes and common law of this State authorizing the appointment of a Receiver.

It is further ORDERED that before entering or proceeding as Receiver, Eduardo S. Espinosa of K&L Gates, LLP, shall take an oath as required by law and execute a bond as good as sufficient surety in the sum of \$100.00 to be approved by the Clerk of this Court and conditioned upon faithful discharge by the Receiver of his duties and obedience to the orders of the Court, and that this appointment will take effect upon the final making of such oath and upon approval of the bond, at which time the Receiver shall be fully qualified and empowered to take charge of the assets and business affairs of Retirement Value, LLC, a Texas Limited Liability Company, and of all money, property, and assets of Defendants Richard H. "Dick" Gray and Bruce Collins which appears to the Receiver to contain or be derived from proceeds of Defendants' sale of



securities or used in furtherance thereof, in the manner provided above, and to function as a receiver herein.

It is further Ordered that the Receiver shall be paid for his services from the funds held by him, and that the Receiver shall charge his reasonable and customary rate of \$320.00 per hour, plus reasonable expenses, and submit to the Court and all parties of record his request for payment. If no objections are filed with the Court within ten days of the filing of the request, then the Receiver shall pay himself the amount of the request, from funds he holds in receivership estate. If an objection is filed within ten days, the Receiver shall not pay himself until a hearing has been had on the objection and a ruling has been issued. In that case, the Receiver will pay himself in accordance with the ruling. Any professionals employed by the Receiver shall be paid in accordance with the procedures established by this paragraph.

ORDER TO RELIEF DEFENDANT AND FINANCIAL INSTITUTIONS

It is further ORDERED that the State of Texas shall notify the following financial institutions, depositories or recipients of investor funds of the entry of this First Amended Temporary Restraining Order and Order Appointing Receiver, in that accounts identified herein contain the proceeds from the unlawful and fraudulent scheme described herein:

1. Accounts maintained at Wells Fargo Bank, N.A., identified as the following:

<u>Wells Fargo Acct No.</u>	<u>Name on Account</u>	<u>Signatories</u>
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor, Betty A. Kiesling
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Kristen Q. Porter
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Terry R. Taylor
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Terry R. Taylor
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Terry R. Taylor
[REDACTED]	Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q.



		Free, P.C.	Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Kiesling, Porter, Kiesling & Free, P.C.	Brently W. Free, Rick Kiesling, Andrea L. Carnes, Kristen Q. Porter, Bobby R. Kiesling, Terry R. Taylor
		Retirement Value, LLC	Wendy L. Rogers
		Retirement Value, LLC	Richard H. Gray
		Richard H. Gray or Catherine H. Gray	Unknown - no signature documents
		Richard H. Gray or Catherine H. Gray	Unknown - no signature documents
		Andrew E. Gray or Richard H. Gray	Unknown - no signature documents
		Douglas D. Gray or Richard H. Gray	Unknown - no signature documents

2. Brokerage Accounts maintained at Wells Fargo Bank, N.A. identified as the following:

<u>Wells Fargo Brokerage Acct No.</u>	<u>Name on Account</u>	<u>Signatories</u>
	Kiesling, Porter, Kiesling & Free, P.C.	Signatories Unknown
	Kiesling, Porter, Kiesling & Free, P.C.	Signatories Unknown



Collins; (2) maintaining custody or control of any account or other asset derived from Defendants' fraud, or (3) maintaining custody or control of any corporation, partnership, or other entity directly or indirectly owned, managed, controlled by, or under common control with any of the Defendants; and which, received actual notice of this Order by personal service, facsimile, or otherwise, shall:

1. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any assets, funds, or other property of Defendants, under the control of Defendants, or on behalf of Defendants, in whole or in part, except in accordance with the Receiver's written instructions or any further order of the Court;
2. Deny access to any safe deposit boxes or storage facilities that are either titled in the name, individually or jointly, of Defendants, or are otherwise subject to access by any of them;
3. Within fifteen (15) business days of the date of service of this Order, deliver to the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or his designated agents, by facsimile at (214) 939-5849, and the account holder a certified statement setting forth:
 - A. The identification of each account or asset titled in the name, individually or jointly, of Defendants, held on behalf of Defendants, or for the benefit of Defendants;
 - B. The balance of each such account, or a description and appraisal of the value of such asset, by closing time of the business day when notice of this Order was served; and if the account is closed or the asset has been removed, identify the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or asset was remitted;
 - C. The identification of any safe deposit box or storage facility that is either titled in the name individually or jointly of Defendants or otherwise subject to access or control by any of the Defendants; and
 - D. Allow the Receiver appointed herein immediate access to inspect and copy any records or other documentation pertaining to such account or asset, including but not limited to originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs. Any such financial institution, account custodian, or other aforementioned entity may arrange for the Receiver to obtain copies of any such records which the Receiver seeks, provided that such



institution or custodian may charge a reasonable fee for such copies, which fee shall be paid from the receivership estate.

4. Within 24 hours of receiving this Order, deliver to the Receiver or his designated agents, by facsimile at (214) 939-5849, a list of all transactions in the accounts, for the preceding two months, including but not limited to withdrawals, wire transfers, deposits, or other charges and offsets.

The Court further orders that **Relief Defendant Kiesling Porter** is hereby enjoined from canceling the Master Escrow Agreement by and between it and Defendant Retirement Value dated March 10, 2009, without the express written consent of the Receiver or an order of the Court.

MANDATORY TURN-OVER ORDER

**TO: RETIREMENT VALUE, LLC, A TEXAS LIMITED LIABILITY COMPANY
RICHARD H. "DICK" GRAY
BRUCE COLLINS**

YOU AND EACH OF YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTS:

1. Immediately place in the possession of the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or one or more of his designated agents for the purpose of this turnover, all of the books, records, documents and other records, whether written, graphic, photographed, magnetically recorded, electronically recorded, generated by computer, or stored in a computer or other device, including said computer or other device, pertaining to Retirement Value, LLC, a Texas Limited Liability Company;
2. Immediately place in the possession of the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or one or more of his designated agents for the purpose of this turnover, all cash, checks, money orders, notes receivables, or the like, of or pertaining to Retirement Value, LLC, a Texas Limited Liability Company;
3. Immediately place all assets derived from the operation of Retirement Value, LLC, a Texas Limited Liability Company, in the possession of the Receiver appointed in this Order, Eduardo S. Espinosa of K&L Gates, LLP, or one or more of his designated agents for the purpose of this turnover, except for assets in the possession of third parties, of which you are to immediately report the exact location and name of the custodian of the assets to the Receiver or his designated agents;
4. Repatriate to an account under the control of the Receiver any funds, documents, and assets located outside the State of Texas, held either by any



Defendant or his agents, for any Defendant's benefit, or held under any Defendant's direct or indirect control, individually or jointly, and immediately notify the Receiver of the institution and account in which any repatriated funds are located;

5. Provide to the Receiver a list of all investors in investment programs offered and sold by Retirement Value, LLC, a Texas Limited Liability Company, including addresses and phone numbers;
6. Upon request of the Receiver or his designated agents, provide the Receiver with a full accounting of all funds, documents and assets outside the State of Texas held either by Defendants; for Defendants' benefit; or under Defendants' direct or indirect control, individually or jointly;
7. Prevent any transfer, disposition, or dissipation whatsoever of any documents, assets or funds controlled by the defendants, either directly or indirectly;
8. Provide the Receiver or his designated agents access to Defendants' records and documents held by financial institutions outside the State of Texas.

DIRECTION TO INSURANCE COMPANIES

TO: INSURANCE COMPANIES WHO ISSUED ANY INSURANCE POLICY PURCHASED OR OWNED BY OR IN WHICH RETIREMENT VALUE, LLC, A TEXAS LIMITED LIABILITY COMPANY, HAS A BENEFICIAL INTEREST

YOU AND EACH OF YOU are hereby DIRECTED to cooperate with the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or his designated agents, in connection with the insurance policies purchased or owned by Retirement Value, LLC.

The Court hereby orders that any insurance company or other business entity or person (1) holding insurance policies in the name and/or for the benefit of Retirement Value, LLC; (2) maintaining custody or control of any insurance policy or other asset derived from Defendants' fraud, or (3) maintaining custody or control of any corporation, partnership, or other entity directly or indirectly owned, managed, controlled by, or under common control with any of the Defendants; and which, received actual notice of this Order by personal service, facsimile, or otherwise, shall:

1. Hold and retain within its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of any assets, funds, or other property of Defendants, under the control of Defendants, or on behalf of Defendants, in whole or in part, except in accordance with the Receiver's written instructions or any further order of the Court;



2. Deny Defendants access to any records or insurance policies that are either titled in the name, individually or jointly, of Defendants, or are otherwise subject to access by any of them;
3. Within fifteen (15) business days of the date of service of this Order, deliver to the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or his designated agents, by facsimile at (214) 939-5849, a certified statement setting forth:
 - A. The identification of each insurance policy or asset titled in the name, individually or jointly, of Defendants, held on behalf of Defendants, or for the benefit of Defendants;
 - B. The cash value, surrender value or other balance of each such policy, or a description and appraisal of the value of such asset, by closing time of the business day when notice of this Order was served; and if the policy has lapsed, or the ownership or beneficiary(ies) thereof have changed within the past ninety (90) days, or the asset has otherwise been removed, identify the date of such event, the total funds or value transferred or removed, and the name of the person or entity to whom policy or asset was remitted; and
 - C. Allow the Receiver appointed herein immediate access to inspect and copy any records or other documentation pertaining to such insurance policies or assets, including but not limited to originals or copies of insurance policies, insurance applications, purchase agreements, participation agreements, payments, checks, drafts, all other debit and credit instruments or slips, currency transaction reports, receipts, transfers of ownership, changes in beneficiary, 1099 forms. Any such insurance company or other aforementioned entity may arrange for the Receiver to obtain copies of any such records which the Receiver seeks, provided that such institution or custodian may charge a reasonable fee for such copies, which fee shall be paid from the receivership estate.
4. Within 24 hours of receiving this Order, deliver to the Receiver or his designated agents, by facsimile at (214) 939-5849, a list of all transactions relating to any insurance policy purchased or owned by or in which Retirement Value, LLC has a beneficial interest, for the preceding three months, including but not limited to premium payments, lapses, changes in ownership, or changes in beneficiaries.



DIRECTION TO UNITED STATES POSTAL SERVICE

TO: ALL POSTMASTERS AND OTHER OFFICERS OR EMPLOYEES OF THE UNITED STATES POSTAL SERVICE

YOU AND EACH OF YOU are hereby DIRECTED to cooperate with the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP or his designated agents, in connection with the delivery and forwarding of any and all mail addressed to Retirement Value, LLC, a Texas Limited Liability Company, in order to effectuate the terms and purposes of this Order.

DIRECTION TO LANDLORDS AND LEASING AGENTS

TO: LANDLORDS AND LEASING AGENTS OF PREMISES LEASED OR OCCUPIED BY RETIREMENT VALUE, LLC, A TEXAS LIMITED LIABILITY COMPANY

YOU AND EACH OF YOU are hereby DIRECTED to deliver to the Receiver appointed herein, Eduardo S. Espinosa of K&L Gates, LLP, or one or more of his designated agents for the purpose of this order, the following: all mail, parcels, or other deliveries addressed to Retirement Value, LLC, a Texas Limited Liability Company, at 707 N. Walnut, New Braunfels, Texas 78130 and 457 Landa Street, Suite B, New Braunfels, Texas 78130.

ORDER AUTHORIZING SERVICE PURSUANT TO RULE 103

The Court hereby authorizes any person not less than eighteen years of age, who is not a party to or interested in the outcome of this suit, to serve citation and writ of injunction on any Defendant named herein.

OTHER ORDERS

It is ORDERED that this Court shall have exclusive jurisdiction over all claims and causes of action against Defendants arising from or related to the operation of Retirement Value, LLC or Defendants' sale or offer for sale of securities.

It is further ORDERED that no bond is required of the State of Texas and this First Amended Temporary Restraining Order and Order Appointing Receiver shall issue and be effective immediately.

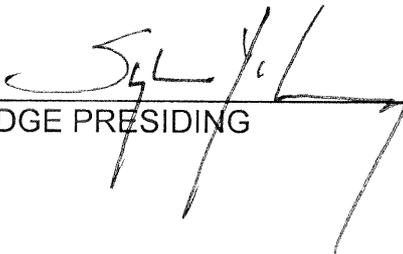


It is further ORDERED that this First Amended Temporary Restraining Order here and now granted shall continue in effect by Order of this Court until the hearing on the Temporary Injunction.

It is further ORDERED that Plaintiff's Application for a Temporary Injunction and continuation of the appointment of Receiver is set for hearing on the 13th day of May, 2010, at 2:00 o'clock P.M.

All of the foregoing is subject to further Orders of this Court.

SIGNED at Austin, Travis County, Texas this the 5th day of May 2010, at 2:40 o'clock p.M.



JUDGE PRESIDING

I, AMALIA RODRIGUEZ-MENDOZA, District Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 05-05-10



AMALIA RODRIGUEZ-MENDOZA

DISTRICT CLERK

By Deputy: 

