

Permanent Injunction against Defendants, National Life Settlements, LLC, a Texas Limited Liability Company (“NLS-Texas”); National Life Settlements, LLC, a Colorado Limited Liability Company (“NLS-Colorado”); NATT, LLC, a Texas Limited Liability Company (“NATT”); Howard Glenn Judah, Jr. (“Judah”); and Gregory F. Jablonski aka Gregory F. Joblonski (“Jablonski”) (each a “Defendant” and collectively, the “Defendants”), their agents, officers, servants, employees, representatives, attorneys, and any other party in active concert or participation with them; (2) continue the appointment of Janet Mortenson as Permanent Receiver (“Receiver”) for Defendants NLS-Texas, NLS-Colorado and NATT; and (3) enter a final judgment against Defendants.

Plaintiff the State of Texas appeared by and through Kara L. Kennedy, Assistant Attorney General. Defendants NLS-Texas, NLS-Colorado and NATT, each in receivership, appeared by and through Michael A. Shaunessy of SEDGWICK, DETERT, MORAN & ARNOLD, LLP, who represents the Permanent Receiver, Janet Mortenson. Defendants Howard Glenn Judah, Jr. and Gregory F. Jablonski each appeared by and through their attorneys, John C. LaGrappe, ATTORNEY AT LAW, and Ben Dominguez, II and Brent Haynes of THE LAW OFFICES OF BEN DOMINGUEZ, II. Intervenor, Dr. Donna R. Copeland, appeared by and through her attorneys of record, R. James George, Gary L. Lewis and Nanneska N. Hazel of GEORGE & BROTHERS, L.L.P.

The Court finds the Court has jurisdiction over the parties and the subject matter herein. The Court finds this Agreed Permanent Injunction Order, Order Appointing Permanent Receiver and Final Judgment as to Defendants Howard Glenn Judah, Jr. and Gregory F. Jablonski (“Agreed Order”) to be proper, necessary, and in the best interest of justice.

I.
Stipulations

The parties stipulate to the following:

- 1.1 The Court has jurisdiction over the Defendants and the subject matter of this action.
- 1.2 The State of Texas is duly authorized to bring this cause of action pursuant to state law.
- 1.3 The parties hereto waive the entry of Findings of Fact and Conclusions of Law under Rule 296 of the Texas Rules of Civil Procedure with respect to the entry of this Agreed Order.
- 1.4 This Agreed Order complies with all of the statutory, jurisdictional and procedural requisites for entry and enforcement.
- 1.5 Defendants hereby waive Texas Rules of Civil Procedure 63, and 683 through 689.
- 1.6 Defendants Judah and Jablonski hereby agree to the continuation of the Appointment of Janet Mortenson as the Permanent Receiver of NLS-Texas, NLS-Colorado and NATT pursuant to the Court's order dated February 26, 2009; and further permanently waive any motion or any other action to set the Receiver's appointment aside.
- 1.7 As a condition of this Agreed Order, Defendants Judah and Jablonski have each provided the State and the Receiver with verified financial statements of each one's current assets and liabilities (collectively the "Verified Financials"), upon which the State and the Receiver are relying for entering into this Agreed Order.
- 1.8 Defendants Judah and Jablonski hereby waive any right, title or interest in the accounts, money, and other assets the Receiver has seized in this case as well as any other property belonging to the receivership estate and agree that the proceeds thereof may be distributed to investors as authorized by further orders of the Court; provided however, that this provision does not apply to the following excluded property, unless any of the material information contained in the Verified Financials is false:
 - a) Howard Judah's homestead located at 15711 Falling Creek Dr., Houston, Texas, 77068;
 - b) Bank accounts at the Bank of Texas in the names of Howard or Janet Judah with account number ending in 9112; and

- c) Bank accounts at 1st Convenience Bank in the names of Howard or Janet Judah with account number ending in 6000 (collectively referred to herein as the “Judah Excluded Property”); or
 - d) Gregory Jablonski’s residence, titled in the name of Jane C. Jablonski, located at 135 Sugar Plum Way, Castle Rock, Colorado 80104;
 - e) Bank accounts at Air Academy Federal Credit Union in the name of Gregory F. Jablonski with account number ending in 4027 and in the name of Gregory F. or Jane C. Jablonski with account number ending in 3397; and
 - f) Bank accounts at Northern Pacific Duluth Federal Credit Union in the names of Gregory F. or Jane C. Jablonski with account numbers ending in 1796 and 2787 (collectively referred to herein as the “Jablonski Excluded Property”)
- 1.9 Defendants Judah and Jablonski hereby agree that should the Verified Financials provided by each of them contain any material falsehood, the State and the Receiver are not bound by any of the terms herein that prohibit either from taking action regarding the Judah Excluded Property or the Jablonski Excluded Property.
- 1.10 All parties agree to the terms of this Agreed Order, request the Court to approve it, and waive the right to appeal its validity.
- 1.11 The State of Texas does not waive its right to demand additional enforcement of the laws and regulations of the State of Texas or the United States, except with regard to the imposition of civil fines and civil penalties for any of the Defendants Judah’s or Jablonski’s acts or omissions in violation of the Texas Securities Act, the Texas Deceptive Trade Practices Act, or any other law that could have been asserted in this lawsuit, with regard to NLS, which occurred prior to entry of this Agreed Order.
- 1.12 Nothing in this Agreed Order shall be construed, in any manner, as limiting the Texas State Securities Board or any licensing authority from reviewing and taking appropriate action with respect to any registration application filed directly or indirectly by the Defendants, or relating to any notice filed with the Texas State Securities Board.

It appearing that no further notice of hearing for the entry of this Agreed Order need be given; the Court being fully advised in the premises, and no just reason for delay appearing:

II.

Permanent Injunction Order

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Clerk of this Court shall issue a Permanent Injunction against the persons and entities named below, with the following

force and effect.

TO: Defendants and their affiliates and agents, including but not limited to:

Defendants **NATIONAL LIFE SETTLEMENTS, LLC, a Texas Limited Liability Company; NATIONAL LIFE SETTLEMENTS, LLC, a Colorado Limited Liability Company; NATT, LLC, a Texas Limited Liability Company; HOWARD GLENN JUDAH, JR., and GREGORY F. JABLONSKI aka GREGORY F. JOBLONSKI;** their members, managers, officers, directors, principals, partners, joint venturers, employees, salesmen, agents, representatives, and others acting in concert with any of the Defendants who receive actual notice of the Court's order by personal service, facsimile transmission, or otherwise, are hereby COMMANDED and ORDERED as follows:

Each of you is hereby RESTRAINED and ENJOINED from taking any and all of the following actions:

- 2.1 Selling or offering for sale in or from Texas any securities which have not been registered with the Securities Commissioner of Texas, unless such securities are exempted from registration by the Texas Securities Act or a rule or regulation promulgated thereunder;
- 2.2 Acting as a dealer, agent, investment adviser, or investment adviser representative without having been duly registered pursuant to the Texas Securities Act, unless such acts are exempted from registration by the Texas Securities Act or the rules and regulations promulgated thereunder;
- 2.3 Engaging in fraud or fraudulent practices in connection with the offer for sale or the sale of securities in the State of Texas, including, but not limited to: (i) the making of any misrepresentation, in any manner, of a relevant fact; (ii) the making of any promise or representation or prediction as to the future not made honestly and in good faith; (iii) the intentional failure to disclose a material fact; (iv) the gaining, directly or indirectly, through the sale of any security, of an underwriting or promotion fee or profit, selling or managing commission or profit, so gross or exorbitant as to be unconscionable; (v) the making of an offer containing a statement that is materially misleading or is otherwise likely to deceive the public; and (vi) materially aiding, with intent to deceive or defraud or with reckless disregard for the truth or the law, any person who in any way is participating in fraudulent practices.
- 2.4 For purposes of this Agreed Order, the following words, terms and phrases shall be given the meaning as follows:
 - a) "Security" or "securities" shall include any limited partner interest in a limited partnership, share, stock, treasury stock, stock certificate under a voting trust agreement, collateral trust certificate, equipment trust certificate, preorganization certificate or receipt, subscription or

reorganization certificate, note, bond, debenture, mortgage certificate or other evidence of indebtedness, any form of commercial paper, certificate in or under a profit sharing or participation agreement, certificate or any instrument representing any interest in or under an oil, gas or mining lease, fee or title, or any certificate or instrument representing or secured by an interest in any or all of the capital, property, assets, profits or earnings of any company, investment contract, or any other instrument commonly known as a security, whether similar to those herein referred to or not.

- b) “Dealer” shall include every person or company other than an agent, who engages in this State either for all or part of his or its time, directly or through an agent, in selling, offering for sale or delivery or soliciting subscriptions to or orders for, or undertaking to dispose of, or to invite offers for any security or securities and every person who deals in any other manner in any security or securities within this State. Any issuer other than a registered dealer of a security or securities, who, directly or through any person or company, other than a registered dealer, offers for sale, sells or makes sales of its own security or securities shall be deemed a dealer; provided, however, this section or provision shall not apply to such issuer when such security or securities are offered for sale or sold either to a registered dealer or only by or through a registered dealer acting as fiscal agent for the issuer.
- c) “Agent” shall include every person or company employed or appointed or authorized by a dealer to sell, offer for sale or delivery, or solicit subscriptions to or orders for, or deal in any other manner, in securities within this State, whether by direct act or through subagents; provided, that the officers of a corporation or partners of a partnership shall not be deemed agents solely because of their status as officers or partners, where such corporation or partnership is registered as a securities dealer under the Texas Securities Act.
- d) “Investment adviser” shall include a person who, for compensation, engages in the business of advising another, either directly or through publications or writings, with respect to the value of securities or to the advisability of investing in, purchasing, or selling securities or a person who, for compensation and as part of a regular business, issues or adopts analyses or a report concerning securities.
- e) “Investment adviser representative” or “representative of an investment adviser” shall include each person or company who, for compensation, is employed, appointed, or authorized by an investment adviser to solicit clients for the investment adviser or who, on behalf of an investment adviser, provides investment advice, directly or through subagents, to the investment adviser’s clients. The term does not include a partner of a partnership or an officer of a corporation or other entity that is registered

as an investment adviser under the Texas Securities Act solely because of the person's status as an officer or partner of that entity.

- f) "Sale", "offer for sale", or "sell" shall include every disposition, or attempt to dispose of a security for value. The term "sale" means and includes contracts and agreements whereby securities are sold, traded or exchanged for money, property or other things of value, or any transfer or agreement to transfer, in trust or otherwise. Any security given, or delivered with, or as a bonus on account of any purchase of securities or other thing of value, shall be conclusively presumed to constitute a part of the subject of such purchase and to have been sold for value. The term "sell" means any act by which a sale is made, and the term "sale" or "offer for sale" shall include a subscription, an option for sale, a solicitation of sale, a solicitation of an offer to buy, an attempt to sell, or an offer to sell, directly or by an agent, by a circular, letter, or advertisement or otherwise, including the deposit in a United States Post Office or mail box or in any manner in the United States mails within this State of a letter, circular or other advertising matter. Nothing herein shall limit or diminish the full meaning of the terms "sale," "sell" or "offer for sale" as used by or accepted in courts of law or equity. The sale of a security under conditions which entitle the purchaser or subsequent holder to exchange the same for, or to purchase some other security, shall not be deemed to be a sale or offer for sale of such other security; but no exchange for or sale of such other security shall ever be made unless and until the sale thereof shall have been first authorized in Texas under the Securities Act, if not exempt thereunder, or by any other provisions of law.
- g) "Issuer" shall mean and include every company or person who proposes to issue, has issued, or shall hereafter issue any security.

2.5 Disposing of, converting, dissipating, using, releasing, transferring, withdrawing, selling, assigning, canceling, hypothecating, or concealing any property belonging to or held for the benefit of Defendants NLS-Texas, NATT, and NLS-Colorado or as reasonably appears to the Receiver to contain or be derived from proceeds of Defendants' investment programs or used in furtherance thereof, whether such property is real, personal, or mixed, of whatever nature and wherever located (herein referred to as the "Property"); provided, however, that this provision does not apply to the Judah Excluded Property or the Jablonski Excluded Property identified in paragraph 1.8 above, unless any of the information in the Verified Financials is materially false.

2.6 Intentionally obstructing the Receiver or her designees from investigating, gaining access to, examining, or acquiring the originals or copies of any and all books, records, Property (as defined herein) or other materials concerning any business conducted by Defendants NLS-Texas, NATT, and NLS-Colorado such as by destroying or intentionally concealing such books, records, Property or other materials.

- 2.7 Making any claim, charge, or offset, commencing or prosecuting any action, appeal, or arbitration, including administrative proceedings, obtaining any preference, judgment, attachment, garnishment, or other lien, or making any levy against Defendants NLS-Texas, NATT or NLS-Colorado; any of the Property or against the Receiver or the Plaintiff.

YOU ARE EACH FURTHER SPECIFICALLY ORDERED, TO THE EXTENT YOU HAVE NOT DONE SO IN COMPLIANCE WITH THE TEMPORARY INJUNCTION ORDER AND ORDER APPOINTING PERMANENT RECEIVER, AND TO THE EXTENT ANY OF THE FOLLOWING ITEMS ARE WITHIN YOUR CUSTODY, CARE OR CONTROL, YOU AND EACH OF YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTS:

- 2.8 Immediately place in the possession of the Receiver appointed herein, Janet Mortenson, or one or more of her 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 NLS-Texas, NLS-Colorado or NATT;
- 2.9 Immediately place in the possession of the Receiver appointed herein, Janet Mortenson, or one or more of her designated agents for the purpose of this turnover, all cash, checks, money orders, notes receivables, or the like, of or pertaining to NLS-Texas, NLS-Colorado, and NATT;
- 2.10 Immediately place in the possession of the Receiver appointed herein, Janet Mortenson, or one of more of her designated agents for the purpose of this turnover, all assets derived from the operation of NLS-Texas, NLS-Colorado and NATT 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 her designated agents; provided however, that this provision does not apply to the Judah Excluded Property or the Jablonski Excluded Property identified in paragraph 1.8 above, unless any of the information in the Verified Financials is materially false.
- 2.11 Repatriate to an account under the sole control of the Receiver any of the Property 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; provided however, that this provision does not apply

to the Judah Excluded Property or the Jablonski Excluded Property identified in paragraph 1.8 above, unless any of the information in the Verified Financials is false.

- 2.12 Provide to the Receiver a list of all investors in investment programs offered and sold by NLS-Texas, NLS-Colorado or NATT, including addresses and phone numbers;
- 2.13 Upon request of the Receiver or her designated agents, provide the Receiver with a full accounting of all of the Property held either by Defendants; for Defendants' benefit; or under Defendants' direct or indirect control, individually or jointly;
- 2.14 Prevent any transfer, disposition, or dissipation whatsoever of any of the Property controlled by the Defendants, either directly or indirectly; provided however, that this provision does not apply to the Judah Excluded Property or the Jablonski Excluded Property identified in paragraph 1.8 above, unless any of the information in the Verified Financials is false.
- 2.15 Provide the Receiver or her designated agents access to Defendants NLS-Texas, NLS-Colorado and NATT's records and documents held by financial institutions wherever located;
- 2.16 Immediately upon entry of this Agreed Order, provide to the Receiver a list of all vehicles purchased by the Defendants beginning November 1, 2006 through the date of this Agreed Order, including the make, model, year, Vehicle Identification Number, state of registration, owner named on the title to the vehicle, and the name and address of the insurance carrier on each vehicle; and
- 2.17 Immediately upon entry of this Agreed Order, provide to the Receiver a list of all life insurance policies owned by the Defendants NLS-Texas, NLS-Colorado and NATT or any person or entity under the ownership or control of Defendants NLS-Texas, NLS-Colorado or NATT.

III.

Order Continuing Appointment of Permanent Receiver

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by this Court that Janet Mortenson (sometimes called the "Receiver" in this Order), is authorized to continue to serve as Permanent Receiver of NLS-Texas, NLS-Colorado, and NATT. Janet Mortenson is further authorized to serve as Permanent Receiver of all money, property, and assets of NLS-Texas, NLS-Colorado, and NATT, as well as all money, property, and assets of Defendant, Howard Glenn Judah, Jr.

and Gregory F. Jablonski aka Gregory F. Joblonski as appear to the Receiver to contain or be derived from proceeds of Defendants' sale of securities or used in furtherance thereof (hereinbefore referred to as the "Property"). Subject to the provisions of paragraph 1.9 above, the Receiver is prohibited from taking any action regarding the Judah Excluded Property or the Jablonski Excluded Property identified in paragraph 1.8 above, unless any of the information in the Verified Financials is materially false or otherwise materially untrue. The primary obligations of the Receiver, which will guide her in using her discretion, are:

- 3.1 To notify investors of these proceedings;
- 3.2 To locate, seize, take sole control, and preserve the Property;
- 3.3 To discover what money has been sent to Defendants, in what amounts, when, and under what terms;
- 3.4 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 investors, the amounts they paid to Defendants, any amounts already paid by Defendants to the investors, and the circumstances under their dealings with Defendants arose;
- 3.5 To assist the State Securities Board, the Attorney General and/or law enforcement entities in their investigation of Defendants' violations of the Securities Act to the extent not inconsistent with the other terms of this order and/or the best interests of the receivership estate and the investors; and
- 3.6 To keep receivership expenses as low as possible consistent with an accurate and efficient administration of the receivership estate.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Janet Mortenson is DIRECTED AND EMPOWERED as Permanent Receiver to exercise the following powers in her sole discretion, either personally or through a designated agent, in pursuit of the obligations set out above:

- 3.7 To take possession and full and sole legal control of all of the Property;
- 3.8 To take possession of, full legal title to, and sole ownership and control of any and all rights, powers, and interests in, pursuant to, or in connection with any

trust, beneficial interest, insurance policy, contract, assignment, or related instrument owned or held by NLS-Texas, NLS-Colorado or NATT;

- 3.9 To take possession and full and sole legal control of all of the Property and all books, records, computers, computer disks, other electronic data storage devices and materials relating to Defendants' operations, including computers, financial and other records, books of accounts, checks, accounts receivable, passbooks, account numbers, and access codes for the accounts of deposit of Defendants NLS-Texas, NATT, and NLS-Colorado, wherever and by whomever these records or accounts may be held;
- 3.10 To conduct, manage, and take sole charge of all business affairs of, and on behalf of Defendant NLS-Texas, NLS-Colorado and NATT;
- 3.11 To receive, collect and open all mail directed to NLS-Texas, NLS-Colorado, or NATT, or delivered to any address or post office box 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;
- 3.12 To sign checks or other instruments withdrawing, depositing or transferring funds with respect to any account identified by the Receiver as the Property;
- 3.13 To negotiate, transfer, or redeem any certificate, contract, instrument or security held by or in the name of Defendants NLS-Texas, NLS-Colorado and NATT;
- 3.14 To dismiss employees, contractors, consultants, attorneys, accountants, agents or assistants of NLS-Texas, NLS-Colorado or NATT, 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;
- 3.15 To recover by taking full legal control and ownership of the Property, including any assets located offshore, or any trust related in any way to NLS-Texas, NLS-Colorado or NATT, or to any trust related in any way to any securities issued, offered or sold by Defendants;
- 3.16 To file, prosecute, compromise, adjust, intervene in, become a party to, or defend any suit or suits in any state, federal, or foreign courts or forums by or against Defendants NLS-Texas, NLS-Colorado and NATT 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 NLS-Texas, NLS-Colorado and NATT, or other claimants who are not investors, as determined in the sole discretion of the Receiver;

- 3.17 To institute such actions or proceeding to impose a constructive trust, obtain possession, and/or recover judgment with respect to persons or entities who received assets or records traceable to the Property. Unless otherwise authorized by this Court, all such actions shall be filed in this Court;
- 3.18 To dispose of the Property for the benefit of investors;
- 3.19 To 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;
- 3.20 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;
- 3.21 To delegate to agents the authority to exercise any of the powers conferred on the Receiver by this order;
- 3.22 To advance her own funds, if necessary in her sole discretion, to pay any expense incurred in carrying out her responsibilities under this Order and to reimburse herself immediately for any funds advanced;
- 3.23 To file an accounting and a final report when she has concluded her duties under this Order; and
- 3.24 To exercise all equitable powers under the statutes and common law of this State authorizing the appointment of a Receiver.
- 3.25 Receiver is prohibited from taking any action regarding the Judah Excluded Property or the Jablonski Excluded Property, unless any of the information in the Verified Financials is materially false.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that except for an act of willful malfeasance or gross negligence, the Receiver shall not be liable for any loss or damage incurred by the receivership estate, or any of Defendants, the Defendants' clients or associates, or their subsidiaries or affiliates, their officers, directors, agents, and employees, or by any of Defendants' creditors or equity holders because of any act performed or not performed by her or her agents or assigns in connection with the discharge of her duties and responsibilities hereunder.

IT IS FURTHER ORDERED the Receiver shall retain, and not deposit, any non-negotiated checks she seizes or receives from individuals or entities who appear to be investors of Defendants NLS-Texas, NLS-Colorado or NATT.

IT IS FURTHER ORDERED the Receiver shall refrain from paying any Defendants' personal expenses or living expenses except as may be specifically ordered by the court.

IT IS FURTHER ORDERED that the Receiver shall be paid for her services at her customary hourly rate, currently \$350.00, plus reasonable expenses. If the Receiver adjusts her customary hourly rate, she shall file a notice of that adjustment with the Court and she shall be paid at the adjusted rate, commencing at the beginning of the next month, unless the Court orders otherwise. The Receiver shall file invoices for her fees with the Court and serve copies on all parties of record. If no party of record files an objection with the Court within ten days of the filing of an invoice, then the Receiver shall pay herself from funds of the receivership estate. If a party files an objection, the objection must state with specificity the particular items of the Receiver's invoice to which an objection is made and the objecting party must obtain a hearing within ten days of filing the objection. If an objection is filed within ten days, the Receiver shall not pay herself the contested portion of the invoice until a hearing has been held on the objection and a ruling has been issued. If no hearing is obtained within ten days of the filing of an objection, the Receiver may pay herself the full amount of her invoice.

IV.

Constructive Trust

IT IS FURTHER ORDERED that a constructive trust is imposed over the Property in the Receiver's possession for the sole benefit of the individuals whom the Court determines at a

later date are holders of allowed claims against Defendants NLS-Texas, NLS-Colorado and NATT.

V.

**Defendants Judah's and Jablonski's Waiver
of Interest in Receivership Estate**

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Defendants waive and relinquish all claims to the Property, except for their interest in the Judah Excluded Property and the Jablonski Excluded Property identified in paragraph 1.8 above.

VI.

Civil Fines and Civil Penalties

Based on the information in the Verified Financials made by each of the Defendants Judah and Jablonski as to each one's current assets and liabilities, which are conditions hereof, the State and the Receiver waive the right to obtain a judgment against Defendants Judah and Jablonski for any civil fines or civil penalties for any conduct relating to the State's petition and the causes of action therein. Should any of the information in the Verified Financials be proven materially false in a suit brought by the State or the Receiver, such waiver shall be void. Provided however, that nothing in this provision shall affect the validity or enforceability of the remainder of this Agreed Order.

The State's and the Receiver's waivers herein of civil fines and civil penalties does not apply to anyone other than Defendants Judah and Jablonski, and in no way do such waivers affect the State's or the Receiver's rights to pursue civil fines, civil penalties, or other sums from any agents who offered for sale or sold promissory notes issued by, for or on behalf of the Defendants in this matter.

Pursuant to the provisions of paragraph 1.9 above, Defendants Judah and Jablonski are

not and will not be obligated to pay any sums to the State or to the Receiver to satisfy any notes executed by them that represent funds borrowed from National Life Settlements, L.L.C. or any other entity that is a Defendant in this action, unless any of the material information in the Verified Financials is false. This Agreed Order is meant to be a full, final, and complete resolution of the civil obligations of Defendants Judah and Jablonski to the State and the Receiver. It is, therefore, ordered that Defendants Judah and Jablonski are excused from paying or repaying any funds to the Defendant entities, the State or the Receiver in excess of the Property already seized, provided that the Verified Financials made by each in connection with this Agreed Order are true and correct.

VII.

General Provisions

- 7.1 This order may be executed in multiple parts, which together shall constitute a single original instrument. Any executed signature page to this order may be transmitted by facsimile transmission to the other parties, which shall constitute an original signature for all purposes.
- 7.2 Each of the undersigned representatives of the parties to this order certifies that he or she is fully authorized to enter into the terms and conditions of the order and to legally execute and bind that party to this order.
- 7.3 There being no just reason for delay, the Clerk of this Court is hereby directed to enter this Agreed Order pursuant to Rule 301 of the Texas Rules of Civil Procedure.

VIII.

Other Orders

IT IS FURTHER ORDERED that no bond is required of the State of Texas pursuant to TEX. GOV'T CODE §6.001, and this Agreed Permanent Injunction Order, Order Appointing Permanent Receiver and Final Judgment as to Defendants Howard Glenn Judah, Jr. and Gregory F. Jablonski shall issue and be effective immediately.

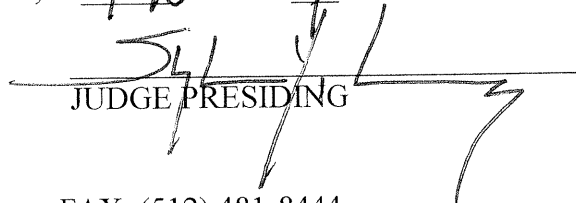
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction of this action for all purposes.

IT IS FURTHER ORDERED this Agreed Order shall be binding on each Defendant and upon those persons in active concert or participation with such Defendant who receive actual notice of the Agreed Order, a copy of which may be served in person, by mail, or by any officer of the State.

IT IS FURTHER ORDERED that the State have all writs of execution and other process necessary to enforce this Agreed Order.

All costs are taxed against the party incurring same, for which no execution shall issue, said costs having been paid.


SIGNED this the 3RD day of September, 2009, at 5:10 o'clock P.m.



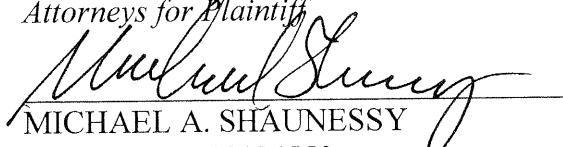
JUDGE PRESIDING

AGREED & ENTRY REQUESTED:

OFFICE OF THE ATTORNEY GENERAL

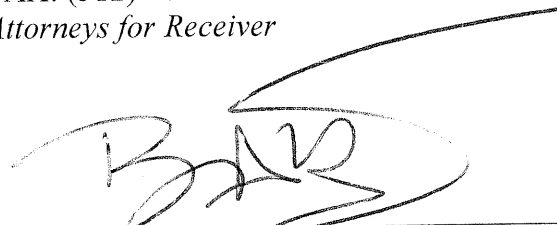


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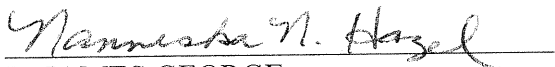
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