EXHIBIT A
SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made as of July 10, 2013, among (1) Astor, Weiss, Kaplan & Mandel, LLP and Christopher P. Flannery (collectively, the "Astor Weiss Parties"); (2) Krassenstein and Unger, LLC, f/k/a Krassenstein, Granoff and Unger, LLC and Steven L. Granoff (collectively, the "Krassenstein Parties"); (3) Estill & Long, LLC; (4) John Paul Anderson, as Receiver for Mantria Corporation, and Mantria Corporation (collectively, the "Receivership"); and (5) Touchstone Group, LLC and Ronald and Margret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as defined below. The Astor Weiss Parties, Estill & Long, LLC, and the Krassenstein Parties are collectively referred to herein as the "Attorney and Accountant Parties." The Attorney and Accountant Parties, the Receivership, and the Class Plaintiffs are collectively referred to herein as the "Parties" and may be individually referred to as a "Party." This Settlement Agreement is made in consideration of the following facts:

A. Certain disputes and differences have arisen among the Parties concerning an alleged investment scheme operated by Mantria Corporation (the "Scheme"), and services and/or advice provided, or that allegedly should have been provided, by the Attorney and Accountant Parties (the "Services").

B. As a result of these disputes and differences, John Paul Anderson, as Receiver for Mantria Corporation (the "Receiver"), brought claims against the Attorney and Accountant Parties in an action pending in the United States District Court for the District of Colorado, Civil Action No. 12-CV-00488-RBJ-BNB, captioned Anderson v. Astor, Weiss, Kaplan & Mandel, LLP et al. (the "Receiver Action"), and Touchstone Group, LLC brought claims against the Attorney and Accountant Parties in an action pending in the United States District Court for the District of Colorado, Civil Action No. 11-CV-02971-WYD-KMT, captioned Touchstone Group, LLC v. Rink et al. (the "Colorado Class Action"). The claims in the Colorado Class Action were dismissed as to Astor, Weiss, Kaplan & Mandel, LLP and the Krassenstein Parties for lack of personal jurisdiction, and Ronald and Margret Greenspan subsequently brought claims against Astor, Weiss, Kaplan & Mandel, LLP in an action pending in the Philadelphia County Court of Common Pleas Trial Division, Case No. 121204284, captioned Greenspan v. Astor, Weiss, Kaplan & Mandel, LLP (the "Pennsylvania Class Action"). The Colorado Class Action and the Pennsylvania Class Action are collectively referred to herein as the "Class Actions." The Receiver Action and the Class Actions are collectively referred to herein as the "Lawsuits."

C. The Attorney and Accountant Parties deny all allegations made against them in the Lawsuits, and have asserted numerous defenses to the claims alleged in the Lawsuits.
D. The Parties wish to resolve all claims, disputes, and differences between the Attorney and Accountant Parties on the one hand and the Class Plaintiffs, the Settlement Class, and the Receivership on the other hand.

E. The Parties understand, acknowledge and agree that this Settlement Agreement constitutes the compromise of disputed claims and that it is the desire and intention of each of the Parties to effect a final and complete resolution of all claims and causes of action that the Class Plaintiffs, the Settlement Class, and the Receivership have or may have against the Attorney and Accountant Parties or any of their past or present members, managers, partners, attorneys, employees, agents, representatives, predecessors, successors, or insurers, including but not limited to all claims and causes of action the Parties have alleged or have sought to allege in the Lawsuits, and any other claims and causes of action relating to the Scheme or the Services.

F. The Parties additionally understand, acknowledge, and agree that the implementation of this Settlement Agreement constitutes a final and complete resolution of all claims and causes of action that the Attorney and Accountant Parties or any of their past or present members, managers, partners, attorneys, employees, agents, representatives, predecessors, successors, or insurers have against the Receivership Defendants, the Receiver, or the Receiver Estates, as those terms are defined below in Exhibit 1 to this Agreement ("Receivership Order").

G. The Class Plaintiffs and Class Counsel have examined and considered the benefits to be provided to the Settlement Class Members under the settlement provided for in this Settlement Agreement; have considered the laws of the several States, including but not limited to Colorado and Pennsylvania, and the claims that could be asserted under those laws; have also considered the financial condition of the Attorney and Accountant Parties, including the limited insurance assets and other assets available to satisfy any judgment, and as a result believe this settlement to be in the best interest of the Settlement Class Members, taking into account the benefits provided to the Settlement Class Members through the terms of the settlement, the costs and risks of litigation, the length of time that would be required to complete the litigation and any appeals, and the depleting nature of insurance policies available to defend and potentially indemnify against claims made against the Attorney and Accountant Parties in the Lawsuits.

H. The Receiver has examined and considered the benefits to be provided to the Receivership Estates (as defined by the Receiver Court’s Order dated April 30, 2010) under the settlement provided for in this Settlement Agreement; has considered the laws of the several States, including but not limited to Colorado and Pennsylvania, and the claims that could be asserted under those laws; have also considered the financial condition of the Attorney and Accountant Parties, including the limited insurance assets, as well as physical assets, available to satisfy any judgment and as a result and as a result believe this settlement to be in the best interest of the Receivership Estates, taking into
account the benefits provided to the Receivership Estates through the terms of the settlement, the costs and risks of litigation, the length of time that would be required to complete the litigation and any appeals, and the depleting nature of insurance policies available to defend and potentially indemnify against claims made against the Attorney and Accountant Parties in the Lawsuits.

Therefore, in consideration of the promises and agreements contained herein, which are deemed by the Parties to be good and valuable consideration for this Settlement Agreement, the Parties agree and covenant as follows:

I. DEFINITIONS

In addition to the defined terms set forth above, as used in this Settlement Agreement, the following definitions shall apply:

A. “Class Counsel” means Simon B. Paris, Patrick Howard of Saltz, Mongeluzzi, Barrett & Bendesky, P.C., and Anthony D. Shapiro and Karl P. Barth of the law firm of Hagens Berman Sobol Shapiro LLP.

B. “Class Notice” means the Court-approved form of notice to absent Settlement Class members. A copy of the proposed form of the Class Notice is attached hereto as Exhibit 2. The settling parties will propose to the Court a single direct mailing of the Class Notice to all Settlement Class Members as identified by Class Counsel from Mantria’s records and the Receiver. The settling parties believe that the proposed form and method of notice is the best notice practicable under the circumstances in full satisfaction of Fed. R.Civ. P. 23(c)(2) and due process.

C. “Class Representatives” means the Named Plaintiffs Touchstone Group LLC and Margret and Ronald Greenspan.

D. “Class Settlement Court” means the United States District Court for the District of Colorado, Civil Action No. 11-CV-02971-WYD-KMT.

E. “Class Website” means the website established by the Settlement Administrator and located at www.mantriaclasssettlement.com that will be used to provide information and host documents relevant to the litigation and settlement, including the Class Action Complaint, Settlement Agreement and Class Notice.

F. “Receiver Court” means the United States District Court for the District of Colorado, Civil Action No. 09-CV-02676-CMA-MJW.

G. “Receivership Defendants” means “Mantria Corporation and Speed of Wealth, LLC, and all of their subsidiaries, parent companies, and its
interests in any affiliated entities of any kind, including but not limited to:
Mantria Realty, LLC; Mantria Communities Inc.; Mantria Real Estate Opportunities Group, LLC; Mantria Investments, LLC; Mantria Financial, LLC; Mantria Capital Advisors, LLC; Mantria Industries, LLC; Carbon Diversion, Inc.; Mantria Records, LLC; The Mantria Foundation, Inc.; Mantria Realty FL, LLC; Mantria Communities, LP; Mantria Real Estate Opportunities Group I, LP; KITN Investments, LLC; The Mantria Renewable Energy Fund, LP; The Mantria Place Renewable Energy Site Development, LP; The Mantria Industries Hohenwald Tennessee Eco-Industrial Center Site Development L.P.; Earth Mate Technologies, LLC; Clean Energy Components, LLC; EternaGreen Capital, LLC; The EternaGreen International Carbon Economy Network, LLC; EternaGreen University; EternaGreen Global Corporation; C&M Industrial Center, LLC; Mantria Industries II, LLC; Carbon Diversion Carlsbad New Mexico Manufacturing Plant, LLC; Indian Trail Estates, LLC; Mantria Village, LLC; Mantria Bluffs, LLC; IronBridge Properties, LLC; Legacy Ridge, LLC; Iris Village, LLC; Mantria Place, LLC; The Mantria Group, LLC; Mantria Indian Trail Development, LLC; Indian Trail Estates Phase I, LLC; Indian Trail Estates Phase II, LLC; Indian Trail Estates Phase III, LLC; Indian Trail Estates Homeowners Association, Inc.; Legacy Ridge Homeowners Association, Inc.; The Mantria Place Homeowners Association, Inc.; SOW Trust Deed, LLC; SOW Hard Money Loans Investment Club, LLC; SOW Hard Money Loans II, LLC; SOW Trust Deed Group II, LLC; Trust Deed Group I, LLC; SOW Hard Money 50 Economic Stimulus Investment Club, LLC; SOW Mantria Income, LLC; SOW Mantria Diversification, LLC; SOW Mantria 5%, LC; SOW Mantria Place 25%, LLC; SOW Mantria 25%, LLC; Speed of Wealth Investments Gold Club, LLC; Trust Deed 3.0, LLC; and SOW MI 25% Sale of Systems, LLC.

H. “Receivership Estates” means all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly.

I. “Effective Date” means the first date after all the following have occurred:
(i) the Receiver Court has entered an order granting approval of the Settlement in accordance with the terms of this Settlement Agreement; (ii) the Class Settlement Court has entered an order granting final approval of the Settlement in accordance with the terms of this Settlement Agreement; (iii) the time for any challenge to the Settlement, both in the Receiver Court
and in the Class Settlement Court and on appeal, has elapsed; and (iv) the Settlement has become final both in the Receiver Court and in the Class Settlement Court, either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected.

J. "Escrow Account" means an interest bearing account established by the Settlement Administrator at PNC Bank, NA, and titled, "Mantria Settlement Account" EIN # ________ for the purpose of depositing the Settlement Amount as provided herein. Checks should be made payable to "Mantria Settlement Account."

K. "Fairness Hearing" means the final hearing held by the Class Settlement Court, to be held after notice has been provided to the Settlement Class, (1) to determine whether to grant final approval to (a) the certification of the Settlement Class, (b) the designation of the Class Plaintiffs as the representatives of the Settlement Class, (c) the designation of Class Counsel as counsel for the Settlement Class, and (d) the Settlement; (2) to rule on Class Counsel’s application for an award of attorneys’ fees and reimbursement of costs and for incentive awards to the Class Plaintiffs; and (3) to consider whether to enter the Final Approval Order.

L. "Final Approval Order" means the proposed Order Granting Final Approval to the Class Action Settlement Agreement and Entry of Final Judgment, to be entered by the Class Settlement Court in substantially the form of Exhibit 3 attached to this Settlement Agreement.

M. "Notice and Administration Costs" means all fees, costs and expenses of Claims Administration and providing Class Notice and administering the settlement. Notice and Administration Costs shall be paid out of the Class Portion of the Settlement Fund (as defined in Paragraph 4.3) with Court approval.

N. "Person" means any natural person, corporation, partnership, business organization or association, or other type of legal entity.

O. "Preliminary Approval" means entry by the Class Settlement Court of an order the same or similar in content to the attached Exhibit 4, without modification except such as may be approved by the Parties in writing: (a) preliminarily approving the terms and conditions of this Settlement Agreement; (b) certifying the Settlement Class pursuant to Fed.R.Civ.P. 23; (c) authorizing notice of the settlement to be provided to the Settlement Class Members; (d) approving the manner and form of notice to be provided to the Settlement Class Members; and (e) scheduling a fairness hearing at which the Class Settlement Court will determine whether this
Settlement Agreement should be approved as fair, reasonable, and adequate.

P. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval to Class Action Settlement, to be entered by the Court with the terms and form of Exhibit 4 attached to this Settlement Agreement.

Q. “Released Parties” means (a) the Attorney and Accountant Parties, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns and each of their respective past, present, and future officers, directors, partners, agents, representatives, servants, employees, attorneys, and insurers; and (b) the Receiver, the Receivership Defendants, and the Receiver Estates, together with their respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns and each of their respective past, present, and future officers, directors, partners, agents, representatives, servants, employees, attorneys, and insurers.

R. “Released Claims” means all claims, lawsuits, actions, causes of action, damages, amounts, interest, costs, attorneys’ fees, expenses, judgments, executions, attachments, debts, demands, liabilities, and obligations of every kind and nature, in law or in equity, whether now known or unknown, suspected or unsuspected, accrued or unaccrued, contingent or absolute, class or individual, that (1) were asserted or could have been asserted in the Lawsuits; (2) in any way relate to or arise out of the Scheme or the Services; (3) in any way relate to claims that were asserted or could have been asserted by the Attorney or Accounting Defendants against the Receiver, the Receivership Defendants, or Receivership Estate; or (4) arise out of or relate to any breach, act or omission prior to the date of this Settlement Agreement by any Released Party.

S. “Settlement” means the settlement provided for in this Settlement Agreement.

T. “Settlement Administrator” means Strategic Claims Services, 600 N. Jackson Street, Media, Pennsylvania 19063. Strategic Claims Service is an independent professional service charged with administering the claims process, arranging for dissemination of the required Class Notices, establishing and maintaining the Class Website, preparing a distribution plan for the Settlement Class Fund for Court approval, and distributing the settlement proceeds pursuant to that Court-approved plan.
U. "Settlement Class" means all persons or entities who invested amounts in Mantria Corporation and suffered pecuniary losses of amounts so invested, including any of their heirs, executors, administrators, personal representatives, successors and/or assigns.

V. "Settlement Class Fund" means $950,000 less the amount the Court determines should be paid to the Receiver in satisfaction of his claims on behalf of the Receivership Estate against Astor, Weiss, Christopher Flannery, Krassenstein, Granoff & Unger, and Steven Granoff. The Receiver has not asserted any claims against Estill & Long, LLC and therefore, has no claim against those settlement proceeds.

W. "Settlement Class Members" means all Persons who are members of the Settlement Class and do not exclude themselves from the Settlement Class in the manner and time prescribed by the Court in the proposed Preliminary Approval Order attached hereto as Exhibit 4.

II. TERMS OF THE SETTLEMENT

1. Conditional Certification of Nationwide Settlement Class

1.1 For the purposes of implementing this Settlement Agreement, and for no other purpose, the Attorney and Accountant Parties agree not to oppose the filing of an amended Complaint in the Colorado Class Action, and stipulate to the conditional certification of a nationwide Settlement Class, as set forth in the Preliminary Approval Order. If for any reason this Settlement Agreement should fail to become effective, the Attorney and Accountant Parties’ stipulation to certification of the nationwide Settlement Class provided for in this paragraph, or to any other class or subclass, shall be null and void, and the Parties shall return to their respective positions in the Lawsuits as those positions existed immediately before the execution of this Settlement Agreement.

1.2 As a part of the Parties’ return to their respective positions if this Settlement Agreement should fail to become effective, any complaint filed on or after April 5, 2013 against any of the Attorney and Accountant Parties, shall, without further order of the Court, be replaced nunc pro tunc by the complaints on file in the Lawsuits as of April 5, 2013, and the Attorney and Accountant Parties’ non-opposition to the filing of any amended complaint filed on or after April 5, 2013, shall be deemed null and void. The Parties agree that the Attorney and Accountant Parties’ stipulation to certification of the Settlement Class solely for purposes of this Settlement does not constitute a waiver, concession, or admission of any kind by the Attorney and Accountant Parties as to the merits of any claim for certification of any litigation class in the Lawsuits or any other lawsuit, and the Parties agree never to contend that the stipulation constitutes any such waiver, concession, or admission. In the event that this Settlement Agreement is terminated pursuant to its terms or for any other reason, or Final Approval for any reason
does not occur, the order certifying the settlement class shall be vacated, and the Parties shall proceed as though the Settlement Class had never been certified, without prejudice to any Party to either request or oppose class certification.

1.3 The Parties' agreement to seek approval of a class settlement in the Colorado Class Action, as set forth in Paragraph 1.1 above, rather than in a different forum, is done solely at the request of, and for the convenience of, the Class Plaintiffs. The Parties agree that nothing contained in or done pursuant to this Settlement Agreement, including but not limited to the actions contemplated in Paragraph 1.1, constitutes consent by the Attorney and Accountant Parties to personal jurisdiction in the State of Colorado in the event the Settlement Agreement should fail to become effective, or minimum contacts, purposeful availment, or any waiver, concession, or admission of any kind relating to personal jurisdiction in Colorado, or any evidence that personal jurisdiction exists over the Attorney and Accountant Parties in Colorado, whether in the Lawsuits or any other lawsuit. The Parties agree never to contend that anything contained in or done pursuant to this Settlement Agreement constitutes any such consent, contacts, availment, waiver, concession, admission, or evidence.

2. Required Events – Receiver Action

2.1 As soon as practicable after the execution of this Settlement Agreement, the Receiver shall file with the Receiver Court a motion seeking approval of the Settlement as fair, reasonable, and adequate (“Receiver Court Approval”).

2.2 The Attorney and Accountant Parties and the Receiver will cooperate and take all reasonable actions to accomplish the above. If the Receiver Court fails to approve the settlement, the Attorney and Accountant Parties and the Receiver will use all reasonable efforts that are consistent with this Settlement Agreement to cure any defect identified by the Receiver Court. If, despite such efforts, the Receiver Court does not approve the Settlement, the Parties will return to their prior positions in the Lawsuits, as described in Paragraphs 1.2 and 1.3 of this Settlement Agreement.

3. Required Events – Class Actions

3.1 As soon as practicable after the execution of this Settlement Agreement, the Attorney and Accountant Parties and the Class Plaintiffs shall file in the Colorado Class Action this Settlement Agreement and a joint motion seeking entry of the Preliminary Approval Order in the form of Exhibit 4, and, following the entry of the Preliminary Approval Order, disseminate the Class Notice and activate the Class Website in accordance with the Preliminary Approval Order.

3.2 At the Fairness Hearing, the Attorney and Accountant Parties and the Class Plaintiffs will jointly request the Class Settlement Court to enter the Final Approval Order, which (1) grants final approval of the certification of the Settlement
Class, designation of the Class Plaintiffs as the representatives of the Settlement Class, and designation of Class Counsel as counsel for the Settlement Class, all as conditionally approved in the Preliminary Approval Order; (2) grants final approval of the Settlement and this Settlement Agreement as fair, reasonable, and adequate to the Settlement Class and binding on all Settlement Class Members who have not timely and properly excluded themselves; (3) provides for the release of all Released Claims and enjoins Settlement Class Members from asserting, filing, maintaining, or prosecuting any of the Released Claims in the future; (4) orders the dismissal with prejudice of all claims, causes of action, and counts alleged in the Colorado Class Action, and incorporates the releases and covenants not to sue stated in this Settlement Agreement, with each of the Parties to bear its or his own costs and attorney’s fees, except as provided in Paragraph 4.3 below; and (5) preserves the Class Settlement Court’s continuing jurisdiction over the administration of the Settlement and enforcement of this Settlement Agreement.

3.3 The Attorney and Accountant Parties and the Class Plaintiffs will cooperate and take all reasonable actions to accomplish the above. If the Class Settlement Court fails to enter either the Preliminary Approval Order or the Final Approval Order, the Attorney and Accountant Parties and the Class Plaintiffs will use all reasonable efforts that are consistent with this Settlement Agreement to cure any defect identified by the Class Settlement Court. If, despite such efforts, the Class Settlement Court does not enter the Preliminary Approval Order and Final Approval Order, the Parties will return to their prior positions in the Lawsuit, in accordance with Paragraphs 1.2 and 1.3 of this Settlement Agreement.

4. Disbursements to the Receivership and to Settlement Class Members

4.1 Within 30 days of the Effective Date, the Attorney and Accountant Parties shall establish a Settlement Fund in the total amount of nine hundred and fifty thousand dollars ($950,000) as follows: (i) the Astor Weiss Parties shall deposit the total sum of seven hundred and fifty thousand dollars ($750,000); (ii) Estill & Long LLC shall deposit the total sum of one hundred thousand dollars ($100,000)\(^1\) and (iii) the Krassenstein Parties shall deposit the total sum of one hundred thousand dollars ($100,000.00), in the Escrow Account established by the Settlement Administrator, with written confirmation of such deposit provided to counsel for all Parties. The respective above-referenced deposits shall constitute the entire monetary consideration to be paid by or on behalf of the Attorney and Accountant Parties in connection with the Settlement. All fees and costs incurred by the Receivership or the Class Plaintiffs, as well as Notice and Administration Costs incurred by the Settlement Administrator, and all other

\(^1\) The Receivership did not assert a claim against Estill & Long, and therefore, the proceeds from that settlement belong solely to the Settlement Class.
administrative or other expenses incurred in connection with this settlement, shall be paid from the Settlement Fund in accordance with Paragraphs 4.3, 5.1, and 5.3.

4.2 The Parties’ Counsel shall have the right to monitor the work of the Settlement Administrator, and the Settlement Administrator shall report to the Parties, the Class Settlement Court, and the Receiver Court, as requested, documenting its actions in connection with administration of the settlement pursuant to this Settlement Agreement. The Parties and their Counsel shall in good faith cooperate in the implementation of the Settlement and this Settlement Agreement.

4.3 In conjunction with the filing of the Preliminary Approval Motion, Class Plaintiffs will file with the Class Settlement Court a motion to enforce an alleged December 1, 2012, agreement between the Class Plaintiffs and the Receivership related to the division of the proceeds paid by the Astor Parties and the Krassenstein Parties, and the Receiver shall respond to that motion. The Court’s order on that motion shall determine the division of the proceeds paid by the Astor Parties and the Krassenstein Parties to the Receivership (the “Receivership Portion of the Settlement Fund”) and the amount of proceeds paid to the Class (the “Class Portion of the Settlement Fund”), as well as the appropriate allocation of attorneys’ fees payable to the Receivership’s counsel and the Class counsel, respectively. The proceeds payable to the Receivership shall be disbursed to the Receivership upon the Class Settlement Court’s determination of the division of proceeds, and the Receivership proceeds shall be distributed based on a distribution plan proposed by the Receiver and approved by the Receivership Court.

4.4 The proceeds to be distributed to the Settlement Class Members shall be based on their respective pro rata shares of the Settlement Fund, less all sums approved by the Class Settlement Court and distributed as compensation to the Class Plaintiffs, payments to Class Counsel for attorneys’ fees and costs, and Notice and Administration Costs incurred by the Settlement Administrator. Each Settlement Class Member’s pro rata share shall be determined based upon the forensic accounting prepared on behalf of the Receivership Estate and provided to Class Counsel, demonstrating the amount of each Settlement Class Member’s outstanding and unpaid investment in Mantria Corporation. Class Counsel will have access to all documents utilized to calculate the outstanding and unpaid investments of Settlement Class Members in Mantria Corporation. Any class member whose notice was returned after all reasonable re-mailings as described in Paragraph 4.5 below will not be issued a check and his or her share of the Settlement Fund will be distributed pro rata to the other Settlement Class Members.

4.5 Disbursements to Settlement Class Members will not occur until the entire litigation is resolved. Once the litigation is resolved in total, disbursements shall be issued via checks whose terms require negotiation within 120 days of the instrument’s date. Checks shall be mailed by the Settlement Administrator to Settlement Class Members to their last known addresses. In the event any such checks are returned to the
Settlement Administrator by the U.S. Postal Service as not deliverable or not forwarded, the address information for Settlement Class Members to whom such checks were mailed shall be checked against available databases and the checks re-mailed by the Settlement Administrator if a different address is obtained or a forwarding address can be determined.

4.6 Within 100 days after completing disbursements to Settlement Class Members, the Settlement Administrator shall report in writing to all Parties' counsel the total amount of disbursements to Settlement Class Members and the disposition of any unclaimed funds.

4.7 Within 10 days after receipt of the report of the Settlement Administrator described in Paragraph 4.6 above, to the extent claims have not earlier been dismissed pursuant to this Settlement Agreement, the Parties shall submit (i) an agreed order to the Court in the Colorado Class Action, dismissing all claims against the Attorney and Accountant Parties in the Colorado Class Action on the merits and with prejudice; (ii) an agreed order to the Court in the Pennsylvania Class Action, finally terminating and dismissing the Pennsylvania Class Action on the merits and with prejudice; and (iii) an agreed order to the Court in the Receiver Action, dismissing all claims against the Attorney and Accountant Parties in the Receiver Action on the merits and with prejudice.

5. Attorneys' Fees and Costs; Payments to Class Representatives

5.1 The Attorney and Accountant Parties will not oppose or object to Class Counsel's request for an award of attorneys' fees not to exceed a total of 30% of the Class Portion of the Settlement Fund. The Attorney and Accountant Parties will not oppose or object to Class Counsel's request for an award for the reimbursement of the actual expenses and costs incurred by Class Counsel in connection with the Class Actions, to be paid from the Class Portion of the Settlement Fund. Any attorneys' fees and costs awarded to Class Counsel by the Class Settlement Court shall be paid by the Settlement Administrator from the Class Portion of the Settlement Fund at the conclusion of the litigation and in conjunction with the disbursements to the Settlement Class Members.

5.2 The Attorney and Accountant Parties shall have no responsibility for and shall have no liability whatsoever with respect to the allocation among the Receiver, Class Counsel and/or any other person who may assert a claim thereto of any attorneys' fees or expenses that the Class Settlement Court may award, other than those responsibilities set forth in this Settlement Agreement.

5.3 The Attorney and Accountant Parties will not oppose or object to a motion to the Class Settlement Court seeking compensation to each Class Plaintiff for their work in connection with the Litigation in an amount not to exceed $2,500 to be paid
at the conclusion of the litigation from this Settlement. Any compensation to the Class Plaintiffs approved by the Class Settlement Court shall be paid from the Class Portion of the Settlement Fund at the same time as distributions to Settlement Class Members as described in Paragraph 4.5.

6. **Releases and Covenants Not to Sue – the Receivership**

   6.1 As of the Effective Date, the Receivership, on behalf of itself and its past, present, and future representatives, heirs, predecessors, successors, and assigns, releases and forever discharges the Astor Weiss Parties and the Krassenstein Parties from any and all Released Claims.

   The Receivership hereby expressly, knowingly, and voluntarily waives the provisions of Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

   The Receivership expressly waives and relinquishes all rights and benefits that it may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Receivership hereby acknowledges that it is aware that it or its attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against the Astor Weiss Parties and the Krassenstein Parties. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete general release of all claims notwithstanding the discovery or existence of any such additional different claims or facts.

   6.2 As of the Effective Date, the Receivership (i) covenants and agrees that neither it, nor anyone authorized to act on its behalf, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Settlement Agreement, against the Astor Weiss Parties and the Krassenstein Parties with respect to any of the Released Claims; (ii) waives and disclaims any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by or on its behalf; and (iii) agrees that this Settlement Agreement shall be a complete bar to any such action.

   6.3 As soon as practical after the Effective Date, all claims of the Receivership against the Astor Weiss Parties and the Krassenstein Parties shall be dismissed on the merits and with prejudice and without costs.
6.4 Upon Final Approval by the Class Settlement Court and Receiver Court Approval, the Attorney and Accountant Parties shall fully, finally and forever release the Receivership from any and all claims that have been or could be asserted against it.

7. \textbf{Releases and Covenants Not to Sue – Settlement Class Members}

7.1 As of the Effective Date, Class Plaintiffs and all Settlement Class Members who have not timely and properly excluded themselves, regardless of whether such Settlement Class Members have claimed or obtained benefits hereunder, on behalf of themselves and their past, present, and future representatives, heirs, predecessors, successors, and assigns, release and forever discharge the Released Parties from any and all Released Claims.

Class Plaintiffs and all Settlement Class Members who have not timely and properly excluded themselves hereby expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Class Plaintiffs and all Settlement Class Members who have not timely and properly excluded themselves expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, Class Plaintiffs and all Settlement Class Members who have not timely and properly excluded themselves hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have against any and all Released Parties. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete general release of all claims notwithstanding the discovery or existence of any such additional different claims or facts.

7.2 As of the Effective Date, Class Plaintiffs and all Settlement Class Members who have not timely and properly excluded themselves (i) covenant and agree that neither they, nor anyone authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Settlement Agreement, against any of the Released Parties with respect to any of the Released Claims; (ii) waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or
proceeding brought by or on behalf of any of them; and (iii) agree that this Settlement Agreement shall be a complete bar to any such action.

7.3 As soon as practical after the Effective Date, all claims of the Class Plaintiffs and of all Settlement Class Members, except for those who have timely and properly excluded themselves, against the Attorney and Accountant Parties shall be dismissed on the merits and with prejudice and without costs.

7.4 Class Plaintiffs agree that the Attorney and Accountant Parties have offered consideration for the Released Claims by Settlement Class Members who do not opt out, regardless of whether Settlement Class Members receive or negotiate the checks described in Paragraph 4.5.

8. **Representations and Warranties**

Each of the Parties represents and warrants to, and agrees with, each of the other Parties as follows:

8.1 Each of the Parties has had the opportunity to receive, and has received, independent legal advice from his, her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Settlement Agreement, and the legal and income-tax consequences of this Settlement Agreement, and fully understands and accepts the terms of this Settlement Agreement.

8.2 The Class Plaintiffs and the Receivership represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that they have or may have, and no portion of any recovery or settlement to which they may be entitled, has been assigned, transferred, or conveyed by or for them in any manner.

8.3 None of the Parties relies or has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Settlement Agreement, or in making the Settlement provided for herein, except as expressly stated in this Settlement Agreement.

8.4 Each of the Parties has investigated the facts pertaining to the Settlement and this Settlement Agreement, and all matters pertaining thereto, to the full extent deemed necessary by that party and his, her or its attorneys.

8.5 Each of the Parties has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having had the opportunity to consult with, and having in fact consulted with, his, her or its attorneys.
8.6 Each term of this Settlement Agreement is contractual and not merely a recital.

9. Other Terms

9.1 At the sole option of any one or more of the Attorney and Accountant Parties, expressed in a written notice to the other Parties’ Counsel transmitted within fourteen days after the occurrence of any of the precipitating events numbered (1) through (4) below, this Settlement Agreement shall be terminated and become null and void, and no obligation on the part of any of the Parties to effectuate the settlement agreed to herein shall accrue, if (1) the Class Settlement Court declines to certify the nationwide Settlement Class as provided in the Preliminary Approval Order; (2) the Class Settlement Court or the Receiver Court materially alters any of the terms of this Settlement Agreement to the detriment of the Attorney and Accountant Parties; (3) the Class Settlement Court fails to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties, or the Receiver Court fails to provide Receiver Court Approval or (4) the loss amounts invested in Mantria by members of the Settlement Class who exclude themselves from the Settlement Class are known to exceed $100,000. In the event that this Settlement Agreement is terminated pursuant to this Paragraph 9.1, any certification of the Settlement Class by the Class Settlement Court will automatically be vacated, the Attorney and Accountant Parties will retain all defenses to class certification, and the non-opposition of the Attorney and Accountant Parties to the certification of the Settlement Class for settlement purposes only shall not be used as evidence, and shall not be admissible as such, in support of or in opposition to class certification in any proceeding.

9.2 With the exception of the non-waiver provisions of Paragraphs 1.2, 1.3, and 9.1, which shall survive the failure to become effective or the termination of this Settlement Agreement, none of the terms of this Settlement Agreement is severable from the others. If a court should rule that any term is void, illegal, or unenforceable for any reason, however, the Parties adversely affected by such ruling may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions ultimately approved by the court.

9.3 This Settlement Agreement may be amended only by written agreement signed by the Parties. Except as otherwise stated above, each of the Parties, including Class Plaintiffs on behalf of themselves and the Settlement Class, expressly accepts and assumes the risk that, if facts or laws pertinent to matters covered by this Settlement Agreement are hereafter found to be other than as now believed or assumed by that party to be true or applicable, this Settlement Agreement shall nevertheless remain effective.

9.4 This Settlement Agreement is binding on, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers,
directors, parents, subsidiaries, assigns, executors, administrators, insurers, and successors in interest. All Released Parties other than the Attorney and Accountant Parties, who are Parties, are intended to be third-party beneficiaries of this Settlement Agreement.

9.5 The Parties agree to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms or provisions of this Settlement Agreement.

9.6 The Parties are entering into this Settlement Agreement for the purpose of compromising and settling disputed claims. Nothing in this Settlement Agreement or in the documents relating to this Settlement Agreement shall be construed, deemed, or offered as an admission by any of the Parties, or by any member of the Settlement Class, for any purpose in any judicial or administrative action or proceeding, whether in law or in equity, regardless of whether this Settlement Agreement ultimately becomes effective.

9.7 The Parties agree to stay all proceedings against the Attorney and Accountant Parties in each of the Lawsuits until the dismissals contemplated by this Settlement Agreement have occurred. If, despite the Parties' best efforts, this Settlement Agreement should fail to become effective, the Parties will return to their prior positions in the Lawsuits.

9.8 Except as otherwise expressly set forth above, each Party hereto agrees to bear his, her or its own costs, attorney fees, and other expenses associated with the Lawsuits and the dispute among the Parties herein.

9.9 The Parties expressly intend that no other party have contribution rights against the Attorney and Accountant Parties. Class Plaintiffs and the Receivership agrees that, if necessary to avoid any such claim for contribution, any recovery that they may obtain against any party other than the Attorney and Accountant Parties shall be reduced to the extent of the pro rata share of the Attorney and Accountant Parties.

9.10 This Settlement Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original.

DATED this 10th day of July, 2013.

Astor, Weiss, Kaplan & Mandel, LLP

By: David S. Mandel
Its: Managing Partner
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Christopher P. Flannery

Krassenstein and Unger, LLC, f/k/a
Krassenstein, Granoff and Unger, LLC

By: 
Its:

Steven L. Granoff

Estill & Long, LLC

By: 
Its:

John Paul Anderson, as Receiver for Mantria Corporation, and on behalf of Mantria Corporation

Touchstone Group, LLC, on behalf of itself and the Settlement Class

By: 
Its:

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Christopher P. Flannery
Krassenstein and Unger, LLC, f/k/a
Krassenstein, Granoff and Unger, LLC
By: 
Its: 

Steven L. Granoff
Estill & Long, LLC
By: 
Its: 

John Paul Anderson, as Receiver for Mantra Corporation, and on behalf of Mantra Corporation
Touchstone Group, LLC, on behalf of itself and the Settlement Class
By: 
Its: 

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Christopher P. Flannery

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Steven L. Granoff

Estill & Long, LLC

By:
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John Paul Anderson, as Receiver for Mantria Corporation, and on behalf of Mantria Corporation

Touchstone Group, LLC, on behalf of itself and the Settlement Class

By:
Its:
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Christopher P. Flannery

Krassenstein and Unger, LLC, f/k/a
Krassenstein, Granoff and Unger, LLC

By:
Its:

Steven L. Granoff

Estill & Long, LLC

By: _______________________
Its: _______________________ 

John Paul Anderson, as Receiver for Mantria Corporation, and on behalf of Mantria Corporation

Touchstone Group, LLC, on behalf of itself and the Settlement Class

By: _______________________
Its: _______________________ 

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Ronald Greenspan, on behalf of himself and the Settlement Class

Margaret Greenspan, on behalf of herself and the Settlement Class
EXHIBIT 1

TO SETTLEMENT AGREEMENT
WHEREAS this matter has come before this Court upon motion of the Plaintiff Securities and Exchange Commission ("SEC", "Commission" or "Plaintiff") to appoint a receiver in the above-captioned action; and,

WHEREAS the Court finds that, based on the record in these proceedings, the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants Mantria Corporation and Speed of Wealth, LLC ("Receivership Assets") that: (a) are attributable to funds derived from investors or clients of the Defendants Mantria Corporation and/or Speed of Wealth, LLC; (b) are held in constructive trust for Defendants Mantria Corporation and/or Speed of Wealth, LLC; (c) were fraudulently transferred by Defendants Mantria Corporation
and/or Speed of Wealth, LLC; and/or (d) may otherwise be includable as assets of the
estates of the Defendant Mantria Corporation (collectively, the “Recoverable Assets”);

WHEREAS this Court has subject matter jurisdiction over this action and
personal jurisdiction over the Defendants, and venue properly lies in this district; and

WHEREAS the Court recognizes that not all of Speed of Wealth, LLC’s assets
and/or business may be related, directly or indirectly, to the conduct alleged in the
Commission’s Complaint.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

THAT:

1. This Court hereby takes exclusive jurisdiction and possession of the
Recoverable Assets, of whatever kind and wherever situated, of the following
Defendants: Mantria Corporation and Speed of Wealth, LLC, and all of their
subsidiaries, parent companies, and its interests in any affiliated entities of any kind,
including but not limited to: Mantria Realty, LLC; Mantria Communities Inc.; Mantria
Real Estate Opportunities Group, LLC; Mantria Investments, LLC; Mantria Financial,
LLC; Mantria Capital Advisors, LLC; Mantria Industries, LLC; Carbon Diversion, Inc.;
Mantria Records, LLC; The Mantria Foundation, Inc.; Mantria Realty FL, LLC; Mantria
Communities, LP; Mantria Real Estate Opportunities Group I, LP; KITN Investments,
LLC; The Mantria Renewable Energy Fund, LP; The Mantria Place Renewable Energy
Site Development, LP; The Mantria Industries Hohenwald Tennessee Eco-Industrial
Center Site Development L.P.; Earth Mate Technologies, LLC; Clean Energy
Components, LLC; EternaGreen Capital, LLC; The EternaGreen International Carbon
Economy Network, LLC; EternaGreen University; EternaGreen Global Corporation; C&M Industrial Center, LLC; Mantria Industries II, LLC; Carbon Diversion Carlsbad New Mexico Manufacturing Plant, LLC; Indian Trail Estates, LLC; Mantria Village, LLC; Mantria Bluffs, LLC; IronBridge Properties, LLC; Legacy Ridge, LLC; Iris Village, LLC; Mantria Place, LLC; The Mantria Group, LLC; Mantria Indian Trail Development, LLC; Indian Trail Estates Phase I, LLC; Indian Trail Estates Phase II, LLC; Indian Trail Estates Phase III, LLC; Indian Trail Estates Homeowners Association, Inc.; Legacy Ridge Homeowners Association, Inc.; The Mantria Place Homeowners Association, Inc.; SOW Trust Deed, LLC; SOW Hard Money Loans Investment Club, LLC; SOW Hard Money Loans II, LLC; SOW Trust Deed Group II, LLC; Trust Deed Group I, LLC; SOW Hard Money 50 Economic Stimulus Investment Club, LLC; SOW Mantria Income, LLC; SOW Mantria Diversification, LLC; SOW Mantria 5%, LLC; SOW Mantria Place 25%, LLC; SOW Mantria 25%, LLC; Speed of Wealth Investments Gold Club, LLC; Trust Deed 3.0, LLC; and SOW MI 25% Sale of Systems, LLC (collectively, the "Receivership Defendants").

2. Until further Order of this Court, John Paul Anderson of Alvarez & Marsal Dispute Analysis & Forensic Services, LLC is hereby appointed to serve without bond as receiver (the "Receiver") for the estates of the Receivership Defendants.

I. Asset Freeze

3. Except as otherwise specified herein, all Receivership Assets and Recoverable Assets are frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets and/or any
Recoverable Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets and/or Recoverable Assets that are on deposit with financial institutions such as banks, brokerage firms and mutual funds.

II. General Powers and Duties of Receiver

4. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers and general and limited partners of the entity Receivership Defendants under applicable state and federal law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Fed.R.Civ.P. 66.

5. Subject to compliance with the terms of this Order, the trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys and other agents of the Receivership Defendants are hereby dismissed and the powers of any general partners, directors and/or managers are hereby suspended. Such persons and entities shall have no authority with respect to the Receivership Defendants' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Receivership Defendants and shall pursue and preserve all of their claims.

6. No person holding or claiming any position of any sort with any of the
Receivership Defendants shall possess any authority to act by or on behalf of any of the Receivership Defendants.

7. Subject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties:

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants, provided such Receivership Property is Mantria-related; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;
D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist and defend all suits, actions, claims and demands
which may now be pending or which may be brought by or asserted against the Receivership Estates; and

K. To take such other action as may be approved by this Court.

III. Access to Information

8. The Receivership Defendants and the past and/or present officers, directors, agents, managers, general and limited partners, trustees, attorneys, accountants and employees of the entity Receivership Defendants, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants and/or all Receivership Property; such information shall include but not be limited to books, records, documents, accounts and all other instruments and papers.

9. Within ten (10) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn statement, listing: (a) the identity, location and estimated value of all Receivership Property; (b) all employees (and job titles thereof), other personnel, attorneys, accountants and any other agents or contractors of the Receivership Defendants; and, (c) the names, addresses and amounts of claims of all known creditors of the Receivership Defendants.

10. Within thirty (30) days of the entry of this Order, the Receivership Defendants shall file with the Court and serve upon the Receiver and the Commission a sworn statement and accounting, with complete documentation, covering the period
from January 1, 2007 to the present:

A. Of all Receivership Property, wherever located, held by or in the name of the Receivership Defendants, or in which any of them, directly or indirectly, has or had any beneficial interest, or over which any of them maintained or maintains and/or exercised or exercises control, including, but not limited to: (a) all securities, investments, funds, real estate, automobiles, jewelry and other assets, stating the location of each; and (b) any and all accounts, including all funds held in such accounts, with any bank, brokerage or other financial institution held by, in the name of, or for the benefit of any of them, directly or indirectly, or over which any of them maintained or maintains and/or exercised or exercises any direct or indirect control, or in which any of them had or has a direct or indirect beneficial interest, including the account statements from each bank, brokerage or other financial institution;

B. Identifying every account at every bank, brokerage or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

C. Identifying all credit, bank, charge, debit or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account
number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

D. Of all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received;

E. Of all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in the Commission’s Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds;

G. Of all expenditures exceeding $1,000 made by any of them, including those made on their behalf by any person or entity; and

H. Of all transfers of assets made by any of them.

11. Within thirty (30) days of the entry of this Order, the Receivership Defendants shall provide to the Receiver and the Commission copies of the Receivership Defendants’ federal income tax returns for 2006, 2007, 2008 and 2009 with all relevant and necessary underlying documentation.

12. The individual Receivership Defendants and the entity Receivership Defendants’ past and/or present officers, directors, agents, attorneys, managers,
shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendants, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Defendants. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil Procedure.

13. To issue subpoenas to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules, except for the provisions of Fed.R.Civ.P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order.

14. The Receivership Defendants are required to assist the Receiver in fulfilling his duties and obligations. As such, they must respond promptly and truthfully to all requests for information and documents from the Receiver.

IV. Access to Books, Records and Accounts

15. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments relating to the Receivership Defendants. All persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver.
16. The Receivership Defendants, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, facsimile transmission or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Defendants are hereby directed to deliver the same to the Receiver, his agents and/or employees.

17. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, and of the Receivership Defendants that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall:

   A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants except upon instructions from the Receiver;

   B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;

   C. Within five (5) business days of receipt of that notice, file with the Court and serve on the Receiver and counsel for the Commission a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the
assets as of the close of business on the date of receipt of the notice; and

D. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

18. The Receiver is authorized to take immediate possession of all personal property of the Receivership Defendants, wherever located, including but not limited to electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies and equipment.

19. The Receiver is authorized to take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service, facsimile transmission or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or, (c) destroying, concealing or erasing anything on such premises.
20. In order to execute the express and implied terms of this Order, the Receiver is authorized to change door locks to the premises described above. The Receiver shall have exclusive control of the keys. The Receivership Defendants, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys in their possession during the term of the receivership.

21. The Receiver is authorized to open all mail directed to or received by or at the offices or post office boxes of the Receivership Defendants, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

22. Upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody and control of, or identify the location of, any assets, records or other materials belonging to the Receivership Estate.

VI. Notice to Third Parties

23. The Receiver shall promptly give notice of his appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, managers and general and limited partners of the Receivership Defendants, as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

24. All persons and entities owing any obligation, debt, or distribution with respect to an ownership interest to any Receivership Defendant shall, until further ordered by this Court, pay all such obligations in accordance with the terms thereof to
the Receiver and its receipt for such payments shall have the same force and effect as if the Receivership Defendant had received such payment.

25. In furtherance of his responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office that he deems appropriate to inform them of the status of this matter and/or the financial condition of the Receivership Estates. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver or the SEC.

26. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of any of the Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Receivership Defendants. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver concerning the Receiver's Mail. The Receivership Defendants shall not open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail of any individual Receivership Defendants, and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail box, depository, business or service, or mail courier or
delivery service, hired, rented or used by the Receivership Defendants. The Receivership Defendants shall not open a new mailbox, or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository or courier service.

27. Subject to payment for services provided, any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Receivership Defendants shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

VII. Injunction Against Interference with Receiver

28. The Receivership Defendants and all persons receiving notice of this Order by personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

A. Interfere with the Receiver’s efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are
not limited to, concealing, destroying or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any Receivership Defendant or which otherwise affects any Receivership Property; or

D. Interfere with or harass the Receiver, or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Estates.

29. The Receivership Defendants shall cooperate with and assist the Receiver in the performance of his duties.

30. The Receiver shall promptly notify the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.
VIII. Stay of Litigation

31. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the Commission related to the above-captioned enforcement action, are stayed until further Order of this Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants’ past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are henceforth referred to as “Ancillary Proceedings”).

32. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

33. All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, as to a cause of action accrued or accruing in favor of one
or more of the Receivership Defendants against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

IX. Managing Assets

34. For each of the Receivership Estates, the Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the “Receivership Funds”).

35. One of the Receiver's deposit account shall be entitled “Receiver's Account, Estate of Mantria Corporation” together with the name of the action. Similarly, another Receiver's deposit account shall be entitled “Receiver's Account, Estate of Speed of Wealth, LLC” together with the name of the action.

36. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

37. Subject to Paragraph 38, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.
38. Upon further Order of this Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates.

39. The Receiver is authorized to take all actions to manage, maintain, and/or wind-down business operations of the Receivership Estates, including making legally required payments to creditors, employees, and agents of the Receivership Estates and communicating with vendors, investors, governmental and regulatory authorities, and others, as appropriate.

40. The Receiver shall take all necessary steps to enable the Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund," within the meaning of Section 468B of the Internal Revenue Code and of the regulations, whether proposed, temporary or final, or pronouncements thereunder, including the filing of the elections and statements contemplated by those provisions. The Receiver shall be designated the administrator of the Settlement Fund, pursuant to Treas. Reg. § 1.468B-2(k)(3)(i), and shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2, including but not limited to (a) obtaining a taxpayer identification number, (b) timely filing applicable federal, state, and local tax returns and paying taxes reported thereon, and (c) satisfying any information, reporting or withholding requirements imposed on distributions from the Settlement Fund. The Receiver shall cause the Settlement Fund to pay taxes in a manner consistent with treatment of the Settlement Fund as a “Qualified Settlement Fund.” The Receivership Defendants shall cooperate
X. Investigate and Prosecute Claims

41. Subject to the requirement, in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with SEC counsel, be advisable or proper to recover and/or conserve Receivership Property.

42. Subject to his obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for the SEC before commencing investigations and/or actions.

43. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege, held by all entity Receivership...
Defendants.

44. The Receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, his Retained Personnel (as that term is defined below), and the Receivership Estate. Notwithstanding the foregoing, the Receiver may retain Alvarez & Marsal Dispute Analysis & Forensics, LLC ("A&M DAF") and/or its affiliates as Retained Personnel notwithstanding that Receiver is an employee of A&M DAF and such retention shall not be deemed a conflict of interest.

XII. Bankruptcy Filing

45. The Receiver may seek authorization of this Court to file voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code") for the Receivership Defendants. If a Receivership Defendant is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate each of the Receivership Estates as, a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 4 above, the Receiver is vested with management authority for all entity Receivership Defendants and may therefore file and manage a Chapter 11 petition.

46. The provisions of Section VIII above bar any person or entity, other than the Receiver, from placing any of the Receivership Defendants in bankruptcy proceedings.

XII. Liability of Receiver

47. Until further Order of this Court, the Receiver shall not be required to post
bond or give an undertaking of any type in connection with his fiduciary obligations in this matter.

48. The Receiver and his agents, acting within scope of such agency ("Retained Personnel") are entitled to rely on all outstanding rules of law and Orders of this Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel, nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of bad faith, gross negligence, or in reckless disregard of their duties.

49. This Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

50. In the event the Receiver decides to resign, the Receiver shall first give written notice to the Commission's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

XIII. Recommendations and Reports

51. The Receiver is authorized, empowered and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").
52. Within ninety (90) days of the entry date of this Order, the Receiver shall file the Liquidation Plan in the above-captioned action, with service copies to counsel of record.

53. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estates.

54. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one column for the quarterly period covered and a second column for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;
E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. A list of all known creditors with their addresses and the amounts of their claims;

G. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and

H. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

55. On the request of the Commission, the Receiver shall provide the Commission with any documentation that the Commission deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the Commission's mission.

XIV. Fees, Expenses and Accountings

56. Subject to Paragraphs 57 – 63 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the receivership. Further, prior Court approval is not required for payments of applicable federal, state or local
57. Subject to Paragraph 58 immediately below, the Receiver is authorized to solicit persons and entities ("Retained Personnel") to assist him in carrying out the duties and responsibilities described in this Order. The Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement. The Receiver has identified a preliminary list of Retained Personnel in his Proposal dated April 9, 2010, submitted as Exhibit 1 to the SEC’s Recommendation for Appointment of a Receiver.

58. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates as described in the "Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission" (the "Billing Instructions") agreed to by the Receiver. Such compensation shall require the prior approval of the Court.

59. Unless otherwise ordered by the Court, within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the "Quarterly Fee Applications"). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC a complete copy of the proposed Application, together with all exhibits and relevant billing information in a format to be provided by SEC staff.

60. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the
receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership.

61. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership.

62. Each Quarterly Fee Application shall:
   A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,
   B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (I) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

63. At the close of the Receivership, the Receiver shall submit a Final
Accounting, in a format to be provided by SEC staff, as well as the Receiver’s final application for compensation and expense reimbursement.

Accordingly, IT IS SO ORDERED.


BY THE COURT

CHRISTINE M. ARGUELLO
United States District Judge
EXHIBIT 2

TO SETTLEMENT AGREEMENT
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

CIVIL ACTION NO. 1:11-cv-02971-WYD-KMT

TOUCHSTONE GROUP, LLC [GREENSPAN] on behalf of itself and
all others similarly situated,

Plaintiff,

v.

DANIEL J. RINK; TATUM, LLC;
CHRISTOPHER FLANNERY; ASTOR, WEISS, KAPLAN, & MANDEL LLP;
ESTILL & LONG, LLC; STEVEN GRANOFF, CPA;
KRASSENSTEIN, GRANOFF & UNGER, LLC; CARBON DIVERSION, INC.;
TRACS GROWTH INVESTMENT; AND JOHN DOES 1 - 100,

Defendants.

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED PARTIAL SETTLEMENT, AND FINAL
HEARING ON PARTIAL SETTLEMENT

THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO HAS PRELIMINARILY
APPROVED A PARTIAL SETTLEMENT OF THIS CLASS ACTION ON BEHALF OF:

ALL PERSONS OR ENTITIES WHO INVESTED IN ANY SECURITIES
ISSUED OR PROMOTED BY MANTRIA CORPORATION OR SPEED OF
WEALTH, LLC, OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SINCE
SEPTEMBER 2007 AND INCURRED A NET LOSS OF THEIR
INVESTMENT ("THE SETTLEMENT CLASS"). EXCLUDED FROM THE
SETTLEMENT CLASS ARE THE DEFENDANTS, MANTRIA
CORPORATION, SPEED OF WEALTH LLC, AND ANY OF THEIR
OFFICERS, EMPLOYEES OR AFFILIATES.

IF YOU RECEIVED A COPY OF THIS NOTICE, YOU MAY BE A PARTY TO THE PARTIAL CLASS ACTION
SETTLEMENT DESCRIBED BELOW. READ THIS DOCUMENT CAREFULLY AS IT SUMMARIZES THE
TERMS OF THE PARTIAL SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THAT SETTLEMENT.
YOU CAN ALSO VISIT THE CLASS WEBSITE: MANTRIACLASSSETTLEMENT.COM TO REVIEW
IMPORTANT DOCUMENTS RELATED TO THIS CASE.

1. Why did I get this Class Notice?

On November 15, 2011, Touchstone Group, LLC ("Touchstone"), filed a civil class action
lawsuit in the United States District Court for the District of Colorado ("Class Settlement Court")
on behalf of itself, and all others similarly situated, against the Defendants who were alleged to
have participated as executives, accountants, and lawyers in an investment scheme operated
by Mantria Corporation and Speed of Wealth LLC, and their subsidiaries and affiliates ("the
Scheme"). Mantria Corporation and Speed of Wealth, LLC, were investigated by the Securities
and Exchange Commission in November 2009 and ultimately found liable for securities fraud in
August 2011.
You received this Class Notice because Defendants Astor Weiss Kaplan & Mandel, LLP, Christopher Flannery, Esquire, Steven Granoff CPA, Krassenstein & Unger, LLC, and Estill & Long, LLC, ("Released Parties") have agreed to settle the Plaintiffs' claims. And as a result you may be entitled to a payment at the conclusion of the litigation. As a Settlement Class Member, you will automatically be covered by the settlement unless you take affirmative steps described in this Notice to eliminate yourself from the settlement.

PLEASE NOTE THAT PLAINTIFFS' CLAIMS AGAINST DEFENDANTS RINK, TATUM LLC, AND TRACS GROWTH INVESTMENT REMAIN PENDING BEFORE THE COURT. THE SETTLEMENT FUND WILL BE PLACED IN ESCROW AND NO SETTLEMENT PROCEEDS, ATTORNEYS' FEES, OR COSTS WILL BE DISTRIBUTED UNTIL THE CASE IS CONCLUDED IN ITS ENTIRETY.

2. **What is the lawsuit about?**

At its height, the Scheme involved a series of securities offerings to investors at in-person seminars. The Mantria / Speed of Wealth securities offerings represented that: (1) Mantria generated millions of dollars in annual profits; (2) Mantria was the world's largest manufacturer and distributor of biochar (an eco-friendly bio-fuel) and that its biochar operations were profitable; (3) Mantria paid high yields to investors based on its home site sales; and (4) Mantria did not use investor funds to repay other investors. Touchstone alleges that each of these representations was materially false. And instead, Mantria and Speed of Wealth operated an elaborate Ponzi scheme that generated no annual profits, never actually sold or distributed any biochar, earned less than $200,000 from home sales and virtually all payments to investors were derived from monies obtained from subsequent investors.

Touchstone alleged in its lawsuit that the Scheme could not have existed without the active participation of the Released Parties; all who served Mantria and Speed of Wealth as executive officers, outside legal counsel or outside accountants. The Released Parties specifically deny all these allegations.

Touchstone's case was filed as a class action. In a class action, the named Plaintiffs (Touchstone and Ronald and Margret Greenspan) are known as the "Class Representatives" and can sue on behalf of all the other people who have similar claims. The Class Representatives assert their claims on behalf of the "class" or "class members." The Court, however, must approve the use of the class action procedure. If the Court approves, then the Court can resolve all the issues for both the Class Representatives and the class members in total, except for those who have elected to exclude themselves from the Class as described in Section 8 below.

3. **What does the settlement provide?**

The Released Parties have agreed to pay $950,000 to settle this lawsuit. This amount represents more than the available insurance proceeds from the Released Parties, as it includes a personal contribution by one Released Party. The settlement payments owed to any specific Settlement Class Member from this Settlement will depend on two factors: (1) the amount of money that must be paid to the Receiver, John Paul Anderson, in satisfaction of his claims on behalf of the Receivership Estate against: Astor, Weiss, Kaplan & Mandel, Christopher Flannery, Steven Granoff and Krassenstein & Unger, and (2) each Settlement Class Members'
individual investment losses.

The amount to be paid to the Receivership Estate will be decided by the Court. After, Settlement Class Fund will be distributed on a pro rata basis at the conclusion of the entire case based on the amount of net loss suffered by each Settlement Class Member. Under the terms of the settlement, however, no individual Settlement Class Member will receive more than 100% of his/her total investment in Mantria.

4. Why is there a settlement?

The Settlement is a compromise. It allows the parties to avoid the costs and risks of further litigation and appeals, and provides money to Settlement Class Members without significant delay and eliminates the risk of non-payment. Due to the limited nature of the Released Parties insurance coverage available to satisfy these claims, as well as the insurance coverage’s self-depleting nature, Class Counsel opted to settle now to ensure some recovery for the Settlement Class. In reaching the Settlement, the Released Parties have not admitted liability or that they violated any laws.

5. How can I receive a settlement payment?

If you are a Settlement Class Member, you do not need to do anything to receive a settlement payment. Unless you exclude yourself from the Settlement by following the procedure described in Section 8 below, you may receive a settlement payment.

6. What do I give up by receiving a settlement payment?

As a member of the Settlement Class, you are bound by the terms of this Settlement unless you decide to exclude yourself from the Settlement following the procedure described in Section 8 below. Settlement Class Members will release all legal claims against the Released Parties arising from the Scheme, as well as any other federal, state, or local statute, regulation, or legal theory.

7. Do I have a lawyer in this case?

The Court has appointed Simon B. Paris, Esquire and Patrick Howard, Esquire from the law firm of Saltz Mongeluzzi Barrett & Bendesky, P.C., 1650 Market Street, 52nd Floor, Philadelphia, PA 19103 and Anthony D. Shapiro, Esquire and Karl B. Barth, Esquire from the law firm Hagens Berman Sobol Shapiro LLP, 1918 8th Ave # 3300, Seattle, WA 98101 to serve as Co-Lead Class Counsel for the Settlement Class Members in this lawsuit. You have the right to consult with or to retain your own attorney at your own personal expense.

8. How do I exclude myself from the settlement?

If you do not want to participate in this Settlement, you must take steps to opt-out so as to exclude yourself from the Settlement.

To opt out or not participate in the Settlement, you must provide to the Settlement Administrator timely notice either by U.S. First Class mail or by email in the form of a letter that states that you wish to be excluded from the Settlement. You must also include your full name,
address, phone number, estimated losses from the Scheme, date of birth and signature. To be valid, the opt-out request must be postmarked no later than _______, 2013, and it must be mailed or emailed to:

Mantria Settlement
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063
Mantriaadministrator@strategicclaims.net

If you ask to be excluded from the Settlement, you will not receive any settlement payment, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by the Settlement or the release of legal claims against the Released Parties.

9. How will Plaintiffs' lawyers get paid?

The law firms identified in Section 7 above have worked on the lawsuit without receiving any payments for their time or for their out-of-pocket expenses. Under the Settlement, Class Counsel will ask the Court for attorneys' fees and out-of-pocket expenses. The requested attorneys' fee portion of this payment will not exceed thirty-percent (30%) of the Total Settlement Amount of $950,000.

10. Incentive Awards

As part of the Final Approval process, the law firms identified in Section 7 above will ask the Court to grant the Class Representatives an incentive award of $2,500 each from this Settlement. This payment will be in addition to the Class Representatives pro rata share of the Settlement Class Fund and is to compensate them for the time each invested in assisting the law firm to develop, investigate and prosecute the litigation.

11. How can I object to the settlement?

You may object to the Settlement if, for any reason, you believe it should not be approved by the Court. The Court will consider your objections in deciding whether to approve the terms of the settlement.

To object to the Settlement, you must prepare a letter stating that you object to the Settlement. The letter must include your full name, address, telephone number, date of birth, estimated amount lost in the Scheme, and signature, and it must state all the reasons why you object to the Settlement. If you have objected to any other class action lawsuit during any time within the last five years, you must identify each lawsuit and describe the outcome of your objection. You cannot object by phone or e-mail.

To be valid, an objection must be postmarked on or before _______, 2013 and it must be mailed to both the Class Settlement Court and the Settlement Administrator:

Clerk of Court
United States District Court for the District of Colorado
Alfred A. Arraj United States Courthouse, Room A105
901 19th Street
Denver, CO 80294-3589
Mantria Settlement  
c/o Strategic Claims Services  
600 North Jackson Street, Suite 3  
Media, PA 19063

12. **When and where will the Court decide whether to approve the settlement?**

The Class Settlement Court will hold a hearing to decide whether to approve the settlement. You are not expected to attend the hearing. However, you are welcome to attend.

The Class Settlement Court will hold the hearing on __________ a.m. at the United States District Court for the District of Colorado, Alfred A. Arraj United States Courthouse, Denver, CO 80294-3589. At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. *The Court will also consider all written objections and will hear from all individuals who have objected to the settlement by following the procedures described in Section 11 above.*

Any Settlement Class Member wishing to speak at the hearing must send a letter stating his or her desire to appear in person, or through counsel, at the hearing to the Court and to the Settlement Administrator no later than __________. Such notice of intention to appear must include the Settlement Class Member’s full name, address, telephone number, and signature.

13. **How do I obtain more information?**

This Notice summarizes the most important aspects of the proposed settlement. You can obtain a copy of the Settlement Agreements as well as the underlying court pleadings by visiting the Class Website, mantriaclasssettlement.com or by contacting Co-Lead Counsel at: 1-888-XXX-XXXX.

Date: ____________

BY: THE HONORABLE WILEY Y. DANIEL  
District Court Judge
EXHIBIT 3

TO SETTLEMENT AGREEMENT
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 1:11-cv-02971-WYD-KMT
TOUCHSTONE GROUP, LLC, MARGRET AND RONALD GREENSPAN, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

DANIEL J. RINK;
TATUM, LLC;
CHRISTOPHER FLANNERY;
ASTOR, WEISS, KAPLAN, & MANDEL LLP;
ESTILL & LONG, LLC;
STEVEN GRANOFF, CPA;
KRASSENSTEIN, GRANOFF & UNGER, LLC;
TRACS GROWTH INVESTMENT; AND
JOHN DOES 1 - 100,

Defendants.

[PROPOSED] FINAL ORDER GRANTING APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSAL WITH PREJUDICE

AND NOW, this _____ day of __________, 2013, upon consideration of Plaintiffs' Motion for Final Approval of the Partial Class Action Settlement, all accompanying Settlement Agreements, the accompanying Declaration of Paul Mulholland Concerning Mailing of Notice of Class Action, Proposed Partial Settlement, and Final Hearing on Partial Settlement; and Proposed Class Counsels' Motion for Award of Attorneys' Fees, Expenses, and Incentive Awards for the Class Representatives, the accompanying Declaration of Simon B. Paris and Declaration of Anthony D. Shapiro in support thereof, the representations of all counsel during the Fairness Hearing, and all other papers and proceedings herein, it is hereby ORDERED as follows:
1. This Court has subject matter jurisdiction over this action and personal jurisdiction over all parties to the Settlement Agreements.¹

2. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Agreements.

3. The following Settlement Class, which was conditionally certified in the Orders granting preliminary approval of this settlement, is certified for settlement purposes as follows:

ALL PERSONS OR ENTITIES WHO INVESTED IN ANY SECURITIES ISSUED OR PROMOTED BY MANTRIA CORPORATION OR SPEED OF WEALTH, LLC, OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SINCE SEPTEMBER 2007 AND INCURRED A NET LOSS OF THEIR INVESTMENTS (THE “SETTLEMENT CLASS”).

EXCLUDED FROM THE SETTLEMENT CLASS ARE DEFENDANTS, MANTRIA CORPORATION, SPEED OF WEALTH LLC AND ANY OF THEIR OFFICERS, EMPLOYEES, OR AFFILIATES.

4. Court finds that certification of the Settlement Class is appropriate because:

a. Settlement Class is so numerous that joinder of all members is impracticable, satisfying the requirement of Rule 23(a)(1);

b. There are questions of law or fact common to the Settlement Class, satisfying the requirements of 23(a)(2);

b. The claims of Class Representatives, Touchstone Group, LLC and

¹ On December 21, 2012, the Court dismissed Astor, Weiss, Kaplan & Mandel, LLP, Krassenstein & Unger, LLC and Steven L. Granoff, CPA from this action pursuant to Fed. R. Civ. P. 12(b)(2) for lack of personal jurisdiction. (ECF No. 121). With the consent of all parties to this action, the Plaintiffs filed an Amended Complaint on __________, and added each previously dismissed party to the action. For purposes of this settlement only, Astor, Weiss, Kaplan & Mandel, LLP, Krassenstein & Unger, LLC and Steven L. Granoff, CPA, have consented to the jurisdiction of this Court.
Margret and Ronald Greenspan, are typical of the claims of the members of the Settlement Class, satisfying the requirements of Rule 23(a)(3);

c. The Class Representatives will fairly and adequately protect the interests of the Settlement Class, and they have retained Class Counsel qualified in litigating class actions, satisfying the requirements of Rule 23(a)(4); and

d. Questions of law or fact common to the members of the Settlement Class, as set forth above, predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, satisfying the requirements of Rule 23(b)(3).

5. If this Final Judgment and Order of Dismissal is set aside, materially modified, or returned by this Court or on appeal, and it is not fully reinstated on further appeal, this Order shall be vacated and shall have no force or effect whatsoever.

6. Whereby approximately _____ Class Notices were disseminated to Settlement Class Members pursuant to the Order Granting Preliminary Approval, the Court has carefully considered all of the objections, and has determined _____.

7. The Court concludes that the proposed settlement is a fair, reasonable and adequate compromise of the claims asserted in this action as it relates to the Released Parties. The Court therefore approves the terms of all Settlement Agreements, attached hereto as Exhibits____ and incorporated herein by reference.

8. The Class Notice, the contents of which were previously approved by the Court, was disseminated and posted on the Class Website in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law. Plaintiffs, the Settlement Class and the Released Parties are bound by
9. The Court dismisses, on the merits and with prejudice, all claims currently pending before it against the Released Parties that are belonging to the Settlement Class who did not request exclusion from the class in the time and manner provided for in the Class Notice ("Settlement Class Members"). As of the Effective Date of the Settlement, the Class Representatives and the Settlement Class Members shall be deemed to hereby fully and irrevocably release, waive, and discharge the following Released Parties from all Released Claims (as defined in the Settlement Agreement): (1) Astor, Weiss, Kaplan & Mandel, LLP and Christopher P. Flannery; (2) Krassenstein & Unger, LLC and Steven L. Granoff; and (3) Estill & Long, LLC.

10. The Court awards Class Counsel reasonable attorneys fees in the amount of $_________, in addition to an award of actual expenses incurred in connection with the litigation of this action in the amount of $__________.

11. The Court awards the Class Representatives, Touchstone Group, LLC and Margret and Ronald Greenspan an incentive fee award of $2,500 each.

12. Within 30 days of the Effective Date as defined in the Settlement Agreement, the Attorney and Accountant Parties shall pay into the Escrow Account established by the Settlement Administrator the total amount of nine hundred and fifty thousand dollars ($950,000) as follows: (i) the Astor Weiss Parties shall deposit the total sum of seven hundred and fifty thousand dollars ($750,000.00); (ii) Estill & Long LLC shall deposit the total sum of one hundred thousand dollars ($100,000) and (iii) the Krassenstein Parties shall deposit the total sum of one hundred thousand dollars ($100,000.00). The respective above-referenced deposits shall constitute the entire
monetary consideration to be paid by or on behalf of the Attorney and Accountant Parties in connection with the Settlement.

13. After payment to the Receivership estate in satisfaction of its claims against the Astor Weiss Parties and the Krassenstein Parties; the deduction of Court awarded Attorneys' Fees and Costs to Class Counsel; and the payment of Notice Costs and Administration, the remaining balance ("Settlement Class Fund") shall remain in the Escrow Account until a final judgment is entered in the above captioned litigation as to all parties. Once a final judgment is entered, the Settlement Administrator shall submit a plan of distribution to the Court for all Settlement Class Funds based on Each Settlement Class Member's pro rata share. The pro rata distribution shall be determined based upon the forensic accounting prepared the Receiver and provided to Class Counsel demonstrating the amount of each Settlement Class Member's outstanding and unpaid investment in Mantria Corporation. Any class member whose Class Notice was returned after all reasonable re-mailings will not be issued a check and his or her share of the Settlement Fund will be distributed pro rata to the other Settlement Class Members.

14. The Settlement Agreements, acts performed in furtherance of the Settlement Agreements or the settlement set forth therein, and documents executed in furtherance of the Settlement Agreements or the settlement set forth therein may not be deemed or be used as evidence or an admission supporting: (a) the validity of any claim made by one or more of the Class Representatives, Settlement Class Members, or Class Counsel; (b) any wrongdoing or liability of the Released Parties; or (c) any fault or omission of the Released Parties in any court, administrative agency or other
proceeding.

15. The Settlement Agreements shall not be offered or be admissible in evidence against Released Parties or cited or referenced to in any action or proceeding, except in an action or proceeding that is in furtherance of its terms or to enforce its terms.

16. Without affecting the finality of this Final Judgment and Order of Dismissal in any way, the Court reserves continuing jurisdiction over the parties regarding the enforcement of the terms of the Settlement Agreements. The Clerk is directed to enter the Final Judgment and Order of Dismissal pertaining to the Released Parties.

BY THE COURT:

HON. WILEY Y. DANIEL, U.S.D.J.
EXHIBIT 4

TO SETTLEMENT AGREEMENT
IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: 1:11-cv-02971-WYD-KMT

TOUCHSTONE GROUP, LLC, MARGRET AND
RONALD GREENSPAN, on
behalf of themselves and all others
similarly situated,

Plaintiff,

v.

DANIEL J. RINK;
TATUM, LLC;
CHRISTOPHER FLANNERY;
ASTOR, WEISS, KAPLAN, & MANDEL LLP;
ESTILL & LONG, LLC;
STEVEN GRANOFF, CPA;
KRASSENSTEIN, GRANOFF & UNGER, LLC;
TRACS GROWTH INVESTMENT; AND
JOHN DOES 1 - 100,

Defendants.

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF PARTIAL CLASS
SETTLEMENT, AUTHORIZING DISSEMINATION OF CLASS NOTICE, AND
SETTING A HEARING ON FINAL APPROVAL

WHEREAS, Plaintiffs Touchstone Group LLC, Margret and Ronald Greenspan,
and the Released Parties: (1) Astor, Weiss, Kaplan & Mandel, LLP and Christopher P.
Flannery; (2) Krassenstein & Unger, LLC and Steven L. Granoff; (3) Estill & Long, LLC;
(collectively "Released Parties") have entered into a Settlement Agreement between
Plaintiffs, the Settlement Class, and the Released Parties.

WHEREAS, Plaintiffs have filed their Motion for Preliminary Approval of
Settlement; Preliminary Certification of the Settlement Class; and Authorization to
Disseminate Class Notice and the Court has reviewed and considered the Motion, the
supporting brief, the Settlement Agreement, and all exhibits thereto including the
proposed class notice (the "Class Notice"), and finds there is a sufficient basis for granting preliminary approval of the Settlement Agreement, preliminarily certifying the Settlement Class, authorizing Class Notice to be disseminated to the Settlement Class, and setting a hearing at which the Court will consider whether to grant final approval of the settlement;

IT IS ON THIS _____ day of ________, 2013;

ORDERED as follows:

1. Pursuant to the Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement, the Court finds preliminarily and conditionally that the necessary prerequisites for certifying the Settlement Class under Fed. R. Civ. P. 23(a)(1-4) and (b)(3) are satisfied; and the Settlement Class shall be preliminarily and conditionally defined as:

   ALL PERSONS OR ENTITIES WHO INVESTED IN ANY SECURITIES ISSUED OR PROMOTED BY MANTRIA CORPORATION OR SPEED OF WEALTH, LLC, OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SINCE SEPTEMBER 2007 AND INCURRED A NET LOSS OF THEIR INVESTMENTS (THE "SETTLEMENT CLASS").

   EXCLUDED FROM THE SETTLEMENT CLASS ARE DEFENDANTS, MANTRIA CORPORATION, SPEED OF WEALTH LLC AND ANY OF THEIR OFFICERS, EMPLOYEES, OR AFFILIATES.

2. The Court preliminarily approves the proposed settlement, finding that the terms of the Settlement Agreement are reasonable, just, fair, and adequate to warrant dissemination of the Class Notice to the Settlement Class. The Court finds that the Settlement Agreement contains no obvious deficiencies; is within the range of possible approval; and that the parties entered into the Settlement Agreement in good faith,
following arm's length negotiations over the course of many months, and with the assistance of an independent mediator, The Hon. Richard W. Dana (Ret.).

3. The Court appoints Saltz Mongeluzzi Barrett & Bendesky, P.C. and Hagens Berman Sobol Shapiro LLP as Class Counsel under Rule 23(g) and Touchstone Group, LLC, Margret and Ronald Greenspan as Class Representatives.

4. The Court hereby approves the form and procedures for disseminating the Class Notice of the proposed settlement to the Settlement Class as set forth in the Settlement Agreement. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law and due process.

5. Strategic Claims Services is hereby appointed as the Settlement Administrator and shall be responsible for administering the settlement in accordance with the provisions of the Settlement Agreement. The Settlement Administrator shall mail by standard first-class mail the Class Notice and post the Class Notice on a designated Class Website (www.mantriaclasssettlement.com). The Court reserves the right to amend the Class Notice approved by this Order as may be required to be consistent with the Settlement Agreement and any subsequent orders that the Court may enter in connection with the notice, opt-out, and objection procedures, Settlement Administration, or other matters related to the Settlement Agreement.

6. Any Settlement Class Member shall have the right to opt out of the Settlement Class and the settlement by sending a written request either by letter or email requesting exclusion from the Settlement Class to the Settlement Administrator as
set forth in the Class Notice. If sent by regular mail, it must be postmarked no later than the deadline provided for such exclusions stated in the Class Notice. To be effective, the letter or email requesting exclusion from the Settlement Class must include the Settlement Class Member's full name, address, telephone number, date of birth, signature, estimated amount of losses sustained from the Scheme, and state his or her desire to be excluded from the Settlement Class. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

7. Any Settlement Class Member who objects to final approval of the Settlement Agreement and/or the amount of attorneys' fees must send a letter to the Settlement Administrator and the Clerk of Court as set forth in the Class Notice no later than the deadline provided for such objections in the Class Notice. Each objection must include the Settlement Class Member's full name, address, telephone number, date of birth, estimated amount of losses sustained from the Scheme, and signature, and it must state all the reasons why the Settlement Class Member objects to the settlement. If the Settlement Class Member has objected to any other class action lawsuit during any time within the last five years, he/she must identify each lawsuit and describe the outcome of the objection.

8. The Court shall hold a Fairness Hearing addressing the final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and incentive payments to the Class Representatives, in Courtroom ____, for the United States District Court for the District of Colorado, Alfred A. Arraj United States
At the Fairness Hearing, the Court will consider: (i) whether the settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (ii) whether a judgment granting approval of the settlement and dismissing the lawsuit with prejudice as to Released Parties should be entered; and (iii) whether Class Counsels' application for attorneys' fees and expenses and incentive awards for the Class Representatives should be granted.

9. Any Settlement Class Member wishing to speak at the Fairness Hearing must send a letter stating his or her desire to appear in person, or through counsel, at the Fairness Hearing to the Clerk of Court and the Settlement Administrator no later than the deadline for such notice of intention to appear as set forth in the Class Notice. Such notice of intention to appear must include the Settlement Class Member's full name, address, telephone number, and signature.

10. The following schedule shall govern these settlement proceedings:

   (i) The Settlement Administrator must cause individual notice, substantially in the form attached to the Settlement Agreement as Exhibit __, to be mailed via first-class mail to all reasonably identifiable Settlement Class Members, and posted to the Class Website on or before _________________. 2013.

   (ii) Settlement Class Members must postmark any letter objecting to the proposed settlement, or requesting exclusion from the proposed settlement, or stating they wish to appear at the Fairness Hearing on or before ________________, 2013.

   (iii) The parties to the Settlement Agreement shall submit any motions for final approval of the proposed settlement, including any for the approval of attorneys'
fees and expenses for Class Counsel and incentive awards of Named Plaintiffs, on or before _____________, 2013.

(iv) The Fairness Hearing shall be held on __________, 2013.

11. Non-substantive changes and changes necessary to correct any inconsistency between the approved forms and the Settlement Agreement may be made by the mutual agreement of Class Counsel and counsel for the Released Parties.

12. All costs incurred in connection with distribution and publishing the Class Notice ("Notice and Administration Costs"), as well as administering the settlement, shall be paid out of the Settlement Class Fund as provided by the terms of the Settlement Agreement.

13. The Court reserves the right to adjourn the date of the Final Fairness Hearing without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or in connection with the proposed settlement. The Court may approve the settlement, with such modification as may be agreed to by the Parties, if appropriate, without further notice.

Dated: 

HON. WILEY Y. DANIEL, U.S.D.J.