

distribution plan; (iii) distribute the funds to investors according to that plan upon its approval by the Court; (iv) provide the Court with written reports at such intervals as the court orders; and (v) perform all other duties set forth in this Agreed Order. Except for an act or willful malfeasance or gross negligence, the Special Master shall not be liable for any loss or damage incurred by Defendants, or any of Defendants' investors, or their subsidiaries and affiliates, their officers, directors, agents and employees, because of any act performed or not performed by him and his agents and assigns in connection with the discharge of his duties and responsibilities hereunder.

2. Defendants shall pay \$602,935, within ten business days of the date of this Agreed Order, into a trust account established by the Special Master. By making this payment, Defendants relinquish all legal and equitable right, title, and interest in such funds, and no part of the funds shall be returned to Defendants. Defendants shall pay post-judgment interest on any delinquent amounts pursuant to 28 USC § 1961.

3. Defendants, their respective officers, agents, and employees, who receive actual notice of this Order, by personal service or otherwise, shall provide the Special Master, upon reasonable notice, access to any and all business records of Defendants, including books and records, client lists and account statements, financial and accounting documents, computers, computer hard drives, computer disks and other information resources of Defendants.

4. Defendants, their respective officers, agents, and employees, who receive actual notice of this Order, by personal service or otherwise, shall, subject to all applicable constitutional rights and legally recognized privileges, cooperate with the Special Master and his duly authorized agents by promptly and honestly responding to all requests for information regarding EHD's investors, book and records, or assets, by promptly acknowledging to third parties, if the Special Master requests, the authority of the Special Master, as set forth in this

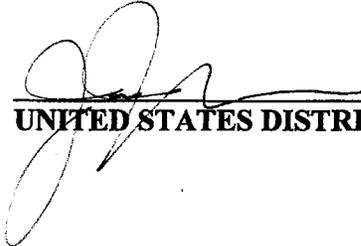
Order, and by providing such authorization, signatures, releases, attestations, and access as the Special Master or duly authorized agents may reasonably request.

5. The Special Master is hereby authorized to employ such managers, agents, consultants and accounts as he judges necessary to perform the duties set forth in this Order and to compensate them from the disgorgement funds. The Special Master shall file with the Court, and serve upon all parties, requests for approval of reasonable fees to be paid to the Special Master and any person or entity retained by him.

6. The Special Master shall provide the Court with reports at such intervals as the Court directs and include all information required by the Court.

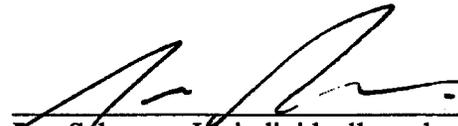
7. The Special Master is authorized to serve this Order on any person.

SIGNED this 26th day of September, 2008

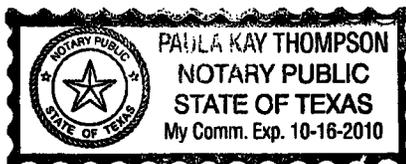

UNITED STATES DISTRICT JUDGE

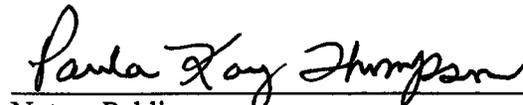
So Stipulated:

Dated: _____

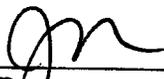

Rey Salomon, Jr., individually and on behalf
of Ellen H Development LLC

On September 18, 2008, Rey Salomon, Jr., a person known to me, personally appeared before me and acknowledged executing the foregoing Agreed Order.



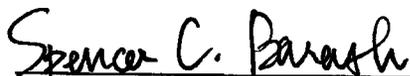

Notary Public
Commission expires: 10/16/2010

Approved as to Form and Content:



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*by permission
Kara Altman Price*

Attorney for Defendants