

EXHIBIT A

GLOBAL SETTLEMENT TERMS

Daniel J. Rink ("Rink"), Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"), John Paul Anderson, as Receiver for Mantria Corporation and affiliated entities that are collectively defined as the "Receivership Defendants" below ("Receiver"), and Touchstone Group, LLC and Ronald and Margret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as defined below, are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

PRELIMINARY STATEMENT

Mantria Corporation ("Mantria"), its two principals and senior executive officers, Troy Wragg and Amanda Knorr, Speed of Wealth, LLC ("SOW"), which served as the primary marketer for Mantria, and SOW's principals, Wayde and Donna McKelvy, were sued by the SEC in the action captioned *SEC v. Mantria Corp., et al.*, Civil Action No. 09-CV-02676-CMA-MJW (the "SEC Action"). Judgment was entered against Mantria in the amount of \$39,973,671.36. Separate judgments were entered against Wragg and Knorr in the amount of \$77,775,842.78. Separate judgments in the amount of \$13,416,407.43 also were entered against SOW and Wayde McKelvy and a judgment in the amount of \$699,770.69 was entered against Donna McKelvy. Wragg, Knorr, Wayde McKelvy and Donna McKelvy (collectively, the "SEC Defendants") are not parties to this settlement, and Tatum and Rink assert that these four individuals are primarily responsible for the investors' and creditors' various claimed losses and any losses incurred by the Receivership Defendants.

Class Plaintiffs and the Receiver sued multiple collateral parties in two different legal actions – the putative "Class Action" and the "Receiver Action," both defined below. The Receiver Action is stayed as to Tatum only in favor of the "Receiver Arbitration" defined below. Other than Rink and Tatum, all of the other collateral defendants in these two cases – Christopher Flannery, Astor, Weiss, Kaplan & Mandel, LLP, Estill & Long, LLC, Steven Granoff, Krassenstein, Granoff & Unger, LLC and Tracs Growth Investment – have previously settled (hereinafter, the "Settled Collateral Defendants"). These prior settlements include Mantria's outside law firm, the attorney from that firm who later served as Mantria's General Counsel, Mantria's outside accounting firm, and the accountant from that firm who served as Mantria's auditor, Director of Accounting and Controller. This specific settlement involves the only two remaining collateral defendants, Rink and Tatum.

Tatum has asserted that it has insurance covering the claims against it related to the placement of Rink and others at Mantria and for certain consulting services allegedly provided by Tatum to Mantria, and Rink has asserted he is entitled to coverage under that policy as well. The insurer, Lexington Insurance Company ("Lexington") has disputed these claims to coverage.

This settlement constitutes a compromise and settlement of disputed claims to avoid the uncertainty, time, trouble and expense of litigation. Such compromise and settlement does not constitute and shall not be construed as, or deemed to be, an admission of liability on the part of any Party. Each Party expressly denies any and all liability and wrongdoing, as well as any facts and allegations of each of the other Parties with respect to any claim or defense by any of the other Parties. The settlement is intended by all Parties to this agreement to be a global settlement

of all claims that in any way relate to or arise out of the SEC Action, the Lawsuits (as defined below), and related facts. In order to resolve the claims in the Lawsuits, this Settlement Agreement consists of a contribution from Rink, Tatum, and/or their insurer, Lexington, with almost all of the Receivership and Class Action Settlement Funds being contributed by Lexington. Lexington has, however, disputed these coverage claims.

This Settlement Agreement is made in consideration of the following facts (capitalized terms are as defined herein):

A. Certain disputes and differences have arisen among the Parties concerning an alleged investment scheme operated by the Receivership Defendants and the SEC Defendants (the "Scheme"), and services and/or advice allegedly provided, or that allegedly should have been provided, by Rink and/or Tatum and/or the Settled Collateral Defendants (the "Services").

B. As a result of these disputes and differences, the Class Plaintiffs brought claims against Christopher Flannery, Astor, Weiss, Kaplan & Mandel, LLP, Estill & Long, LLC, Steven Granoff, Krassenstein, Granoff & Unger, LLC, Carbon Diversion, Inc., Tracs Growth Investment, SFN Group, Inc. Rink and Tatum 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 "Class Action") and the Receiver brought claims against Astor, Weiss, Kaplan & Mandel, LLP, Christopher Flannery, Krassenstein & Unger, LLC, Steven Granoff, Rink and Tatum 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"). The Receiver Action was subsequently stayed solely as to Tatum pending the outcome of an arbitration captioned *John Paul Anderson, as Receiver for Mantria Corporation v. Tatum, LLC, a division of Randstad Holding NV*, No. 50 506 T 00809 12, pending before the American Arbitration Association, International Centre for Dispute Resolution (the "Receiver Arbitration"). The Class Action, Receiver Action and Receiver Arbitration are collectively referred to herein as the "Lawsuits."

C. 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, the Receivership Defendants and the Receivership Estate have or may have against Rink and Tatum or any of their respective past or present predecessors, successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers (including Lexington), 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.

D. 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 Rink and Tatum or any of their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their

respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers have against the Receiver, Receivership Defendants, or the Receivership Estate.

E. This settlement and Settlement Agreement are not intended to be, nor shall they be, deemed evidence or an admission of either liability or wrongdoing by Rink or Tatum. Instead, this settlement and Settlement Agreement are a compromise of disputed claims in the Lawsuits and have been entered into by the Parties solely for the purpose of avoiding the uncertainty, time, trouble, inconvenience and expense of further litigation. The Class Plaintiffs, Class Counsel, Settlement Class Members, Receiver, Receivership Defendants and Receivership Estate agree not to make any representation that they won the Lawsuits, that the Lawsuits have been resolved in favor of them, or that leaves anyone with the impression that the Lawsuits have been resolved in favor of them. The foregoing restrictions include, but are not limited to, any statement indicating that any Party admitted any liability or wrongdoing, that any Party has won or otherwise succeeded on that Party's claim(s), or that this settlement is in a Party's favor. Any press release issued by a party or its counsel shall state only the existence of the settlement and any terms set forth in the publicly-available Settlement Agreement. If this Settlement Agreement is not fully and finally consummated by its terms, then no statements contained herein shall be used for any purpose whatsoever against any Party.

F. 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, Pennsylvania, Georgia, and Tennessee and the claims that could be asserted under those laws. The Class Plaintiffs and Class Counsel also have considered the financial condition of Rink and Tatum, including the limited insurance assets, coverage defenses of their insurers, and other assets available to satisfy any judgment, and as a result believe this settlement confers substantial benefits on, and 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, the uncertainty of the outcome and Class Plaintiffs' risk of not prevailing on some or all of the claims in the Lawsuits, and the depleting nature of insurance policies available to defend and potentially indemnify against claims made against Rink and Tatum in the Lawsuits.

G. The Receiver has examined and considered the benefits to be provided to the Receivership Estate under the settlement provided for in this Settlement Agreement; has considered the laws of the several States, including but not limited to Colorado, Georgia, Pennsylvania, and Tennessee and the claims that could be asserted under those laws; have also considered the financial condition of Rink and Tatum, including the limited insurance assets, coverage defenses of their insurers, and other assets available to satisfy any judgment, and as a result believe this settlement confers substantial benefits on, and to be in the best interest of the Receivership Estate, taking into account the benefits provided to the Receivership Estate 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, the uncertainty of the outcome and the Receiver's risk of not prevailing on some or all of the claims in the Receiver Action and the

Receiver Arbitration, and the depleting nature of insurance policies available to defend and potentially indemnify against claims made against Rink and Tatum 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. "Bar Order" means an order obtained in the SEC Action containing an injunction and a permanent bar of the prosecution by the Receiver, the Receivership Estate, and the Receivership Defendants, including all principals, creditors, and employees of the Receivership Defendants and all investors except as otherwise resolved in the Class Action, of the Barred Claims.

B. "Barred Claims" means any and all claims of any kind and nature, asserted or unasserted, known or unknown, accrued or unaccrued, against Rink and Tatum in regard to any and all facts, circumstances, matters, transactions, acts or events alleged in the Lawsuits, or related to or arising out of the Schemes or the Services.

C. "Class Action Released Parties" means Rink and Tatum, and their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers, including Lexington.

D. "Class Counsel" means Simon B. Paris and 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, and any other counsel who has appeared or who subsequently appears on behalf of the Class Representatives in connection with the Lawsuits or this settlement.

E. "Class Escrow Account" means an interest bearing account established by the Settlement Administrator at PNC Bank, NA, and titled, "Mantria Class Action Litigation Settlement Account" EIN # 46-4764997 for the purposes of depositing the Class Settlement Fund as provided herein. Checks should be made payable to the "Mantria Class Action Litigation Settlement Account."

F. "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 1**. 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.

G. "Class Representatives" means the Class Plaintiffs Touchstone Group LLC and Margret and Ronald Greenspan.

H. "Class Settlement Court" means the United States District Court for the District of Colorado, Civil Action No. 11-CV-02971-WYD-KMT, which on or about December 13, 2013 was transferred to Judge Christine M. Arguello.

I. "Class Settlement Fund" means the fund to be established by Rink and Tatum, which consists of a contribution from Rink, Tatum, and/or their insurer, Lexington, as further described in Section 4.1(b) of the Settlement Agreement.

J. "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.

K. "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 amount and terms of the settlement, both in the Receiver Court and in the Class Settlement Court and on appeal, has elapsed; (iv) as for the Class Action, the amount and terms of the settlement have become final either because no timely challenge was made to it or because any timely challenge has been finally adjudicated and rejected; and (v) as for the Receiver Action, the Court has entered the Bar Order set forth in Section 6.5 and the entry of the Bar Order has become final and nonappealable and/or all such appeals have been exhausted. Finality in the Class Settlement Court for purposes of subsection (iv) excludes any challenge to the allocation of attorneys' fees and amounts payable to the Settlement Class from the Class Settlement Fund, so long as the Class Settlement Court has approved the total amount of the Class Settlement Fund. The occurrence of the Effective Date is a material condition to the performance of Rink's and Tatum's obligations under this Settlement Agreement.

L. "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.

M. "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 2** attached to this Settlement Agreement.

N. "Intra-Defendant Released Claims" means any and all claims, demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether based in law or equity, on federal, state, local, statutory or common law, or any other law, rule or regulation, whether known, unknown, accrued or unaccrued, that have been or could have been asserted directly, indirectly, derivatively, representatively or in any other capacity, in any forum by any Intra-Defendant Released Person(s) against any other Intra-Defendant Released Person(s), which arise out of, or relate in any way, directly or indirectly, to the allegations, transactions, facts, events, matters, occurrences, acts, representations or omissions involved, set forth, referred to, or that relate to the Lawsuits, including without limitation, claims for negligence, gross negligence, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, and breach of fiduciary duty. The foregoing includes, but is not limited to, any and all claims asserted in the Lawsuits. "Intra-Defendant Released Claims" does not mean and shall not include claims by and between Rink and Tatum that are related to or arise from direct claims belonging to and asserted by persons who opt out of the Settlement Class, except that Rink or Tatum may collect or enforce any judgment on such a claim only to the extent that a person who opts out of the Settlement Class is successful in obtaining and enforcing a judgment against Rink or Tatum on the related matter, or in entering into a settlement with Rink or Tatum in which the person is compensated for his or her claims made in the related matter, provided that the preservation of these claims by and between Rink and Tatum does not and is not intended to limit in any way the release of a claim that otherwise could be brought derivatively as set forth in this paragraph and elsewhere in this Settlement Agreement, which derivative claim release shall remain in full force and effect.

O. "Intra-Defendant Released Persons" means Rink and Tatum, and their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys.

P. "Lexington" shall mean Lexington Insurance Company and its respective parents, subsidiaries, affiliates, assigns, and divisions, and each of their respective officers, directors, partners, managers, agents, representatives, servants, employees, attorneys and reinsurers from the effective date of the Lexington Policy until the date of Lexington's releases hereunder.

Q. "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 Settlement Fund (as defined in Paragraph 4.1(b)) with Court approval.

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

S. "Preliminary Approval" means entry by the Class Settlement Court of an order the same or similar in content to the attached Exhibit 3, 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.

T. "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 3 attached to this Settlement Agreement.

U. "Receiver Court" means the United States District Court for the District of Colorado in the SEC Action, Civil Action No. 09-CV-02676-CMA-MJW.

V. "Receivership Defendants" means Mantria Corporation, Speed of Wealth, LLC, and all of their subsidiaries, parent companies, divisions, affiliates, sister companies, predecessors, successors, assigns, agents, insurers, and their respective 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.

W. "Receivership Account" means an account previously established by the Receiver at Wells Fargo Bank NA, and titled, "Mantria Settlement Fund" EIN # 46-4192910 for the purpose of depositing the Receivership Settlement Fund as provided herein. Checks should be made payable to the "Mantria Settlement Fund."

X. "Receivership Estate" means all properties and assets of any kind 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, or in which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly, including without limitation any claims that have been or may be asserted on their behalf or for the benefit of individuals or entities which may have an interest in or claims against the Receivership Defendants.

Y. "Receivership Settlement Payment" means the funds to be transferred by Rink and Tatum, which consists of a contribution from Rink, Tatum, and/or their insurer, Lexington, as further described in Section 4.1(a) of the Settlement Agreement, to the Receivership Account.

Z. "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 Rink and Tatum against the Receiver, the Receivership Defendants, or Receivership Estate; or (4) arise out of or relate to any breach, act or omission relating to or arising out of the Scheme or the Services prior to the date of this Settlement Agreement by any Released Party.

AA. "Settlement" means the settlement provided for in this Settlement Agreement.

BB. "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 Class Settlement Fund for Court approval, and distributing the class settlement proceeds pursuant to that Court-approved plan.

CC. "Settlement Class" means Class Plaintiffs and all persons or entities who invested amounts in Mantria, any of the other Receivership Defendants, or any security or other investment related thereto, and suffered pecuniary losses of amounts so invested, including any of their heirs, executors, administrators, personal representatives, successors and/or assigns. The Receiver, Receivership Defendants and Receivership Estate, and each of their respective parents, subsidiaries, affiliates, entities in which they have a controlling interest, or which they otherwise control or controlled, and any of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers are excluded from the Settlement Class.

DD. "Settlement Class Members" or "Class Members" means all Persons who are members of the Settlement Class and do not validly 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 3.

II. TERMS OF THE SETTLEMENT

1. Required Events — Receiver Action and Receiver Arbitration

1.1 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. The Receiver Court's order approving the Settlement as fair, reasonable, and adequate shall hereinafter be referred to as "Receiver Court Approval." As soon as practicable after the execution of this Settlement Agreement, the Receiver shall seek an immediate stay of the Receiver Action and the Receiver Arbitration with respect to all deadlines or pending matters that do not pertain to the settlement of these proceedings to the extent that this has not already been done.

1.2 Rink, Tatum and the Receiver will cooperate and take all reasonable actions to accomplish the above. If the Receiver Court fails to approve the settlement, Rink, Tatum 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 2.2 and 2.3 of this Settlement Agreement.

1.3 At the hearing seeking Receiver Court Approval, the Receiver shall request the Receiver Court to enter an Order, which (1) grants approval of the Settlement and this Settlement Agreement as fair, reasonable, and adequate to the Receiver, Receivership Defendants and Receivership Estate; (2) provides for the release of all Released Claims and entry of the Bar Order, as set forth in Section 6.5, below; and (3) preserves the Receiver Court's continuing jurisdiction over the administration of the Settlement and enforcement of this Settlement Agreement. Upon obtaining Receiver Court Approval in the SEC Action, the Receiver shall also seek immediate dismissal with prejudice of all claims, causes of action, and counts alleged in the Receiver Action and the Receiver Arbitration, with each of the Parties to bear its or his own costs and attorney's fees, except as provided in Paragraph 4.3 below.

2. Conditional Certification of Nationwide Settlement Class

2.1 Solely for the purposes of implementing this Settlement Agreement, and for no other purpose, Rink and Tatum, without prejudice to or abandonment of any positions taken, or which in the future can be taken, regarding among other things class certification, stipulate to the conditional certification of a nationwide Settlement Class in the Class Action, as set forth in the Preliminary Approval Order. If for any reason this Settlement Agreement should fail to become effective, Rink and Tatum's 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.

2.2 The Parties agree that Rink and Tatum's 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 Rink or Tatum 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 Parties agree that 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. Moreover, if the Settlement Agreement is terminated pursuant to its terms or for any other reason, or Final Approval for any reason does not occur, the Receiver agrees that Rink and Tatum shall return to their respective positions in the Receiver Action and the Receiver Arbitration as those positions existed immediately before the execution of this Settlement Agreement

2.3 The Parties' agreement to seek approval of a class settlement in the Class Action, as set forth in Paragraph 2.1 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 2.1, constitutes consent by Rink 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 Rink 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.

3. Required Events — Class Actions

3.1 As soon as practicable after the execution of this Settlement Agreement, the Class Plaintiffs, Rink and Tatum shall file in the Class Action this Settlement Agreement and an unopposed motion seeking entry of the Preliminary Approval Order in the form of **Exhibit 3**, 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 Class Plaintiffs will request the Class Settlement Court to enter the Final Approval Order (which request Rink and Tatum shall not oppose), 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 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 Class Plaintiffs, Rink and Tatum 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 Class Plaintiffs, Rink and Tatum 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 2.2 and 2.3 of this Settlement Agreement.

4. Disbursements to the Receivership and to Settlement Class Members

4.1 a. Within 20 days after the Effective Date, Rink, Tatum, and/or Lexington shall pay the Receivership Settlement Payment in the total amount of Eight Hundred Thousand dollars (\$800,000.00) to the existing Receivership Account, with written confirmation of such payment provided to counsel for all Parties. Rink and Tatum's payment obligations are conditioned upon Lexington's contribution of the Receivership Settlement Payment. Rink, Tatum and Lexington shall not be required to contribute to the Receivership Settlement Payment any amount greater than the amount agreed to in that separate settlement agreement between Tatum, Rink and Lexington. All fees and costs incurred by the Receiver or the Receivership Estate and all other administrative or other expenses incurred in connection with the Receiver or the Receivership Estate portion of this settlement, shall be paid from the Receivership Estate.

b. Within 20 days after the Effective Date, Rink, Tatum and/or Lexington shall fund a Class Settlement Fund in the total amount of Five Million One Hundred Thousand dollars (\$5,100,000.00) in the Class Escrow Account established by the Settlement Administrator, with written confirmation of such deposit provided to counsel for all Parties. Rink and Tatum's payment obligation is conditioned upon Lexington's contribution of the Class Settlement Fund. Rink, Tatum and Lexington shall not be required to contribute to the Class Settlement Fund any amount greater than the amount agreed to in that separate settlement agreement between Tatum, Rink, and Lexington. The Parties agree the condition of Effective Date set forth in section I.K.iii. above is satisfied upon entry of the Final Approval Order and Judgment if there are no objections to the Class Settlement and if any appeal has been resolved or the time for appeal has run with no appeal being filed. All fees and costs incurred by Class Plaintiffs, as well as Notice and Administration Costs incurred by the Settlement Administrator, and all other administrative or other expenses incurred in connection with this settlement not otherwise attributable to the Receiver or the Receivership Estate, shall be paid from the Class Settlement Fund in accordance with Paragraphs 4.3, 5.1, and 5.3.

c. The Receivership Settlement Fund and the Class Settlement Fund totaling Five Million Nine Hundred Thousand dollars (\$5,900,000) shall constitute the entire monetary consideration to be paid by or on behalf of Rink, Tatum and/or Lexington in connection with the Settlement.

4.2 The Settlement Administrator shall report to the Parties and the Class Settlement Court, as requested, documenting its actions in connection with administration of the Class Settlement Fund 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 Pursuant to an appropriate motion filed by Class Counsel, the Class Settlement Court shall determine the award of attorneys' fees and reimbursement of litigation expenses payable to Class Counsel, which shall be paid from the Class Settlement Fund without further order of the Court.

4.4 The proceeds to be distributed to the Settlement Class Members shall be based on their respective *pro rata* shares of the Class 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. Rink and Tatum shall have access to all documents reflecting each Class Member's investment, return on investment, and loss amounts that are used to determine the *pro rata* distribution, including but not limited to any compilations or spreadsheets.

4.5 Disbursements to Settlement Class Members shall not occur until after the date on which the Class Settlement Fund is established, as set forth in Paragraph 4.1(b). After that date, 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.

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

5.1 Rink and Tatum 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 Settlement Fund. Rink and Tatum 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 Action, to be paid from the Class 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 Settlement Fund at the conclusion of the Lawsuits and within five (5) days of funding pursuant to section II.4.B.

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

5.3 Rink and Tatum 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 \$3,500 to be paid at the conclusion of the Lawsuits from this Settlement. Any compensation to the Class Plaintiffs approved by the Class Settlement Court shall be paid from the Class 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 Receiver, Receivership Defendants and Receivership Estate, on behalf of themselves and their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys, release and forever discharge Rink and Tatum, and their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, and assigns and each of their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers, including Lexington, from any and all Released Claims.

The Receiver, Receivership Defendants and Receivership Estate 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."

The Receiver, Receivership Defendants and Receivership Estate expressly waive and relinquish all rights and benefits that each of them may have under, or that may be conferred upon each of 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 Receiver, Receivership Defendants and Receivership Estate 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, accrued or unaccrued, that they have or may have against Rink, Tatum and their respective predecessors and successors in

interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers. 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 Receiver, Receivership Defendants and Receivership Estate (i) covenant and agree that neither they, nor anyone authorized to act on behalf of them, will commence, authorize, participate in, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Settlement Agreement, against Rink, Tatum and their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers, including Lexington, 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 them; and (iii) agree 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 Receiver, Receivership Defendants and Receivership Estate against Rink and Tatum 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, Rink and Tatum shall fully, finally and forever release the Receiver, Receivership Defendants and Receivership Estate from any and all claims that have been or could be asserted against them.

6.5 The Receiver, Receivership Defendants and Receivership Estate agree and acknowledge that this Settlement Agreement is intended to resolve and satisfy any and all claims in the Receivership Estate against Rink and Tatum, including claims by any creditor, employee, and/or investor, and each of his/her/its respective employees, agents, attorneys, partners, owners, shareholders, partnerships, sole proprietorships, corporations, limited liability companies, divisions, members, managers, managing directors, stockholders, principals, current and former employees, current and former officers and directors, parents, subsidiaries, divisions, legal representatives, personal representatives, other representatives, predecessors, successors, beneficiaries, heirs, and assigns. In accordance therewith, the Receiver agrees and acknowledges that it will obtain entry in the Receiver Action of a Bar Order containing an injunction and a permanent bar of the prosecution of the Barred Claims. The Receiver shall cooperate with Tatum's enforcement of the terms of the Bar Order if challenged by any person and/or entity, for which Tatum agrees to reimburse the Receiver for reasonable expenses incurred as a direct result of such cooperation, and the Receiver Court shall retain jurisdiction to enforce the terms of the Bar Order.

7. 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 respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys, release and forever discharge the Class Action 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, accrued or unaccrued, that they have against any and all Class Action 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 Released 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 Class Action 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 Upon entry of the Final Approval Order and Judgment, all claims of the Class Plaintiffs and of all Settlement Class Members, except for those who have timely and properly excluded themselves, against Rink and Tatum shall be dismissed on the merits and with prejudice and without costs.

7.4 Class Plaintiffs agree that Rink and Tatum 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. Releases and Covenants Not to Sue — Intra-Defendant Released Persons

8.1 As of the Effective Date, each of the Intra-Defendant Released Persons, on behalf of themselves and their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys, release and forever discharge each and every other Intra-Defendant Released Person, and their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys, from any and all Intra-Defendant Released Claims.

Each of the Intra-Defendant Released Persons 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."

Each of the Intra-Defendant Released Persons expressly waives and relinquishes 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 Intra-Defendant Released Claims. In connection with such waiver and relinquishment, each of the Intra-Defendant Released Persons hereby acknowledges 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 Intra-Defendant Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Intra-Defendant Released Claims, known or unknown, suspected or unsuspected, accrued or unaccrued, that they have against any and all Intra-Defendant Released Persons and their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys. 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.

8.1 As of the Effective Date, each of the Intra-Defendant Released Persons (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 Intra-Defendant Released Parties and their respective predecessors and successors in interest, parents, subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, and attorneys, with respect to any of the Intra-Defendant 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.

9. Representations and Warranties

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

9.1 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 consequences of this Settlement Agreement, and fully understands and accepts the terms of this Settlement Agreement.

9.2 The Class Plaintiffs and the Receiver, Receivership Defendants and Receivership Estate represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of Rink or Tatum, and their respective predecessors and successors in interest, parents (including but not limited to Randstad Holding NV and all of its subsidiaries and affiliates), subsidiaries, affiliates, divisions, and assigns and each of their respective past, present, and future officers, directors, partners, members, managers, agents, representatives, servants, employees, attorneys, and insurers, including Lexington, that the Class Plaintiffs and the Receiver, Receivership Defendants and Receivership Estate 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.

9.3 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. This Settlement Agreement contains the entire agreement between the Parties, and no representations, warranties or inducements have been made to any Party concerning this Settlement Agreement other than those contained and memorialized herein.

9.4 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.

9.5 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.

9.6 The Receiver represents and warrants that he is duly authorized to act on behalf of and bind the Receivership Defendants and the Receivership Estate, subject to approval of the Receiver Court.

9.7 Each term of this Settlement Agreement, including but not limited to the Preliminary Statement and Definitions, is contractual and not merely a recital, and are fully incorporated into and made material terms of this Settlement Agreement.

10. Other Terms

10.1 At the sole option of Rink, Tatum and/or Lexington, 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; or (2) the Class Settlement Court or the Receiver Court materially alters any of the terms of this Settlement Agreement to the detriment of Rink or Tatum; or (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 Receiver Court fails to enter the Bar Order set forth in Section 6.5 or (5) the Recognized Loss by members of the Settlement Class who exclude themselves from and/or opt out of the Settlement Class exceed \$100,000. "Recognized Loss" shall mean the amounts invested in Mantria securities; minus any amounts received by that member of the Settlement Class who excluded him- or herself as either a return of principal or payment of interest by Mantria. With regards to subsection (5) of this Paragraph 10.1, Rink and/or Tatum reserve the right to exercise this termination option through and including the expiration of fourteen days from the final date on which members of the Settlement Class who exclude themselves from and/or opt out of the Settlement Class are required to notify the Class Settlement Court, if the amount of Recognized Losses exceed \$100,000, and it is expressly understood that Rink and/or Tatum have no obligation to exercise this termination option at an earlier date even if the threshold is met before the expiration of the fourteen day period. In the event that this Settlement Agreement is terminated pursuant to this Paragraph 10.1, this Settlement Agreement shall be null and void, any certification of the Settlement Class by the Class Settlement Court will automatically be vacated, the Parties will return to their prior positions in the Lawsuits, Rink and Tatum will retain all defenses to class certification, the non-opposition of Rink and Tatum 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.

10.2 Upon the Effective Date, the Receiver hereby relinquishes any right to receive settlement funds from any other settlement in these Lawsuits, including any settlement reached previously with any other defendants named in the Class Action or the Receiver Action.

10.3 The Parties agree and warrant that at no time will they disparage each other in any manner, verbally or in writing, or take any actions which in any way disparage or defame their respective employees, agents, attorneys, partners, owners, shareholders, partnerships, sole proprietorships, corporations, limited liability companies, divisions, members, managers, managing directors, stockholders, principals, current and former employees, current and former officers and directors, parents, subsidiaries, divisions, legal representatives, insurers (including Lexington), personal representatives, other representatives, predecessors, successors, beneficiaries, heirs, assigns, third party vendors, consultants, or advisors, or in any way, directly

or indirectly, cause or encourage the making of such statements, or the taking of such actions by anyone else. The Parties acknowledge that any incitement of others to disparage or defame another Party, its employees, agents, attorneys, partners, owners, shareholders, partnerships, sole proprietorships, corporations, limited liability companies, divisions, members, managers, managing directors, stockholders, principals, current and former employees, current and former officers and directors, parents, subsidiaries, divisions, legal representatives, insurers (including Lexington), personal representatives, other representatives, predecessors, successors, beneficiaries, heirs, assigns or third party vendors, consultants, or advisors would constitute a material breach of this Agreement. Nothing herein shall prevent any Party from testifying truthfully in connection with any litigation, arbitration or administrative proceeding when compelled by subpoena, regulation, or court order to do so. Without limiting any Party's rights under this Paragraph 10.4, no violation of this Paragraph 10.4 shall nullify, invalidate or affect in any manner the full and final settlement reached by the Parties pursuant to this Settlement Agreement.

10.4 With the exception of the non-waiver provisions of Paragraphs 2.2, 2.3, and 10.1, which shall survive the failure to become effective or the termination of this Settlement Agreement, none of the terms of this Settlement Agreement are 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.

10.5 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.

10.6 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, including Lexington, and successors in interest. All released parties other than Rink and Tatum, who are Parties, are intended to be third-party beneficiaries of this Settlement Agreement.

10.7 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. Moreover, each of the Class Counsel, Class Representatives, Receiver, and Receiver's Counsel agree not to interfere or take any position with the Court on the settlement of the other's legal actions or their application for attorneys' fees and/or requests for reimbursement of expenses. The Class Representatives are stakeholders in the Receiver Action and may participate in or file objections to a proposed distribution of Receivership assets.

10.8 The Receiver shall provide the presently available investor investment/loss information and documents to Class Counsel and to counsel for Rink and Tatum to aid in determining the amount of distributions to individual investors and to confirm the amount of any claim by an investor opting out of the class settlement.

10.9 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.

10.10 The Parties agree to immediately stay all proceedings against Rink and Tatum 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.

10.11 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.

10.12 The Parties expressly intend that no other Party have contribution rights against Rink and Tatum. Class Plaintiffs, the Receiver, the Receivership Defendants and the Receivership Estate agree that, if necessary to avoid any such claim for contribution, any recovery that they may obtain against any Party other than Rink and Tatum shall be reduced to the extent of the pro rata share of Rink and Tatum.

10.13 The Parties agree that the failure of a Party to enforce or exercise any right, condition, term or provision of this Settlement Agreement shall not be construed as or deemed to be a waiver or relinquishment thereof, and the same shall continue in full force and effect. The waiver by any Party hereto of any provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Settlement Agreement.

10.14 This Settlement Agreement and the exhibits hereto contain the entire agreement and understanding between or among the Parties, and supersede any and all other agreements, either oral or in writing, between or among the Parties with respect to the subject matter hereof.

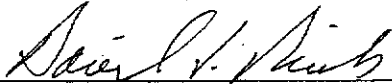
10.15 This Settlement Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original.

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February ¹⁴/~~14~~, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) Touchstone Group, LLC and Ronald and Margret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as that term is defined in the Settlement Agreement.

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Class Plaintiffs, the Class Representatives, the Class Counsel, the Class Settlement Court, the Class Settlement Fund, the Class Action (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this ¹⁴th day of February, 2014.



Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC

By:

Its:

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

By:

Its:

Ronald Greenspan, on behalf of himself and the
Settlement Class

Margret Greenspan, on behalf of herself and the
Settlement Class

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February __, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) Touchstone Group, LLC and Ronald and Margret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as that term is defined in the Settlement Agreement.

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Class Plaintiffs, the Class Representatives, the Class Counsel, the Class Settlement Court, the Class Settlement Fund, the Class Action (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this __th day of February, 2014.

Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC

By: JAMES BOURDEAU
Its: GENERAL COUNSEL

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

By:

Its:

Ronald Greenspan, on behalf of himself and the
Settlement Class

Margret Greenspan, on behalf of herself and the
Settlement Class

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February __, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) Touchstone Group, LLC and Ronald and Margret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as that term is defined in the Settlement Agreement.

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Class Plaintiffs, the Class Representatives, the Class Counsel, the Class Settlement Court, the Class Settlement Fund, the Class Action (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this __th day of February, 2014.

Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC

By:

Its:

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

Dwight S. Stone

By: *Dwight S. Stone*

Its: *President/Member*

Ronald Greenspan, on behalf of himself and the
Settlement Class

Marjory Greenspan, on behalf of herself and the
Settlement Class

FROM : GREENSPAN

PHONE NO. : 215 321 9627

Feb. 11 2014 08:10PM P1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February __, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) Touchstone Group, LLC and Ronald and Margaret Greenspan (collectively, the "Class Plaintiffs"), on behalf of themselves and the Settlement Class, as that term is defined in the Settlement Agreement.

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Class Plaintiffs, the Class Representatives, the Class Counsel, the Class Settlement Court, the Class Settlement Fund, the Class Action (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this __th day of February, 2014.

Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC


By:


Its:

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

By:

Its:


Ronald Greenspan, on behalf of himself and the
Settlement Class

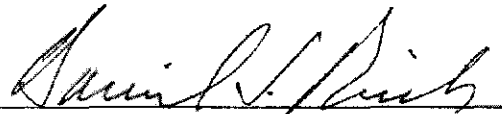

Margaret Greenspan, on behalf of herself and the
Settlement Class

RECEIVERSHIP SETTLEMENT AGREEMENT

This Receivership Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February ~~12~~¹⁴, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) John Paul Anderson, as Receiver for Mantria Corporation ("Receiver").

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Receivership Action, the Receivership Arbitration, the Receiver, the Receiver's Counsel, the Receiver Court, the Receivership Settlement Fund, the Receivership Estate, and the Receivership Defendants (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this ~~12~~¹⁴th day of February, 2014.



Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC

By:

Its:

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

RECEIVERSHIP SETTLEMENT AGREEMENT

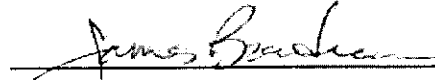
This Receivership Settlement Agreement incorporates by reference as if fully set forth herein the attached Global Settlement Terms (altogether, the "Settlement Agreement") and is made as of February __, 2014, among (1) Daniel J. Rink ("Rink"); (2) Randstad Professionals US, LP, d/b/a Tatum, formerly known as Tatum LLC ("Tatum"); and (3) John Paul Anderson, as Receiver for Mantria Corporation ("Receiver").

The undersigned below are hereby bound by each and every provision of this Settlement Agreement relating to the Receivership Action, the Receivership Arbitration, the Receiver, the Receiver's Counsel, the Receiver Court, the Receivership Settlement Fund, the Receivership Estate, and the Receivership Defendants (as each of those terms is defined in the Settlement Agreement) and any responsibility, obligation and/or right pertaining to that Party.

DATED this __th day of February, 2014.

Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC



BY: JAMES BOUDREAU

Its: GENERAL COUNSEL

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

RECEIVERSHIP SETTLEMENT AGREEMENT

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DATED this 14th day of February, 2014.

Daniel J. Rink

Randstad Professionals US, LP, d/b/a Tatum,
formerly known as Tatum, LLC

By:

Its:



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

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

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

**TOUCHSTONE GROUP, LLC, MARGRET GREENSPAN, 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; CARBON DIVERSION, INC.;
TRACS GROWTH INVESTMENT; AND JOHN DOES 1 - 100,**

Defendants.

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

**THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO HAS PRELIMINARILY
APPROVED A 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 CLASS ACTION
SETTLEMENT DESCRIBED BELOW. READ THIS DOCUMENT CAREFULLY AS IT SUMMARIZES THE
TERMS OF THE 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; Estill & Long, LLC; Tatum, LLC and Daniel Rink (the "Defendants") 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 DEFENDANT TRACS GROWTH INVESTMENT REMAIN PENDING BEFORE THE COURT.

2. What is the lawsuit about?

The lawsuit alleges that the Scheme involved a series of securities offerings to investors at in-person seminars. The lawsuit also alleges that 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, Touchstone alleges, 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 Defendants; all who served Mantria and Speed of Wealth as executive officers, the outsourcing firm providing an executive officer to Mantria,

outside legal counsel or outside accountants. The Defendants specifically deny all these allegations and deny any liability whatsoever.

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. Those represented by the Class Representatives are known as 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 all class members, except for those who have elected to exclude themselves from the Class as described in Section 9 below.

3. What was the possible outcome of the case?

The Securities and Exchange Commission filed a sworn declaration of its investigator providing that Mantria raised \$54,531,488.57 from investors, and returned \$17,500,453.21 to investors in the form of repayment of debt and payment of interest from 2007 through 2009. Accordingly, the lawsuit alleges that investors lost an aggregate total of \$37,031,035.36 from investment in Mantria securities.

4. What does the settlement provide?

The Defendants have agreed to pay \$6,050,000 to settle this lawsuit. The Settlement Class Fund will be distributed on a *pro rata* basis based on the amount of "Recognized Loss" suffered by each Settlement Class Member. The "Recognized Loss" suffered by each Settlement Class Member will be calculated as: the amounts invested in Mantria securities; minus any amounts received by the Settlement Class Member as either a return of principal or payment of interest by Mantria.

Under the terms of the settlement, however, no individual Settlement Class Member will receive more than 100% of his/her total investment in Mantria from the Settlement Class Fund.

5. 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 Defendants' 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 Defendants have not admitted liability or that they violated any laws.

6. 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 9 below, you may receive a settlement payment.

7. 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 9 below. Settlement Class Members will release all legal claims against the Defendants arising from the Scheme, as well as any other federal, state, or local statute, regulation, or legal theory.

8. 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 P. Barth, Esquire from the law firm Hagens Berman Sobol Shapiro LLP, 1918 Eighth Ave., Suite 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.

9. 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 _____, 2014, 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 Defendants.

10. How will Plaintiffs' lawyers get paid?

The law firms identified in Section 8 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 \$6,050,000.

11. Incentive Awards

As part of the Final Approval process, the law firms identified in Section 8 above will ask the Court to grant the Class Representatives an incentive award of \$3,500 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.

12. 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 _____, 2014 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 A638
901 19th Street
Denver, CO 80294-3589

Mantria Settlement
c/o Strategic Claims Services
600 North Jackson Street, Suite 3
Media, PA 19063

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

The Class Settlement Court will hold a hearing to decide whether to grant final approval of 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, Courtroom A602, 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 12 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.

14. 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 CHRISTINE M. ARGUELLO
United States District Court Judge

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.: 1:11-cv-02971-CMA-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
SETTLEMENTS AND DISMISSAL WITH PREJUDICE**

AND NOW, this ____ day of _____, 2014, upon consideration of Plaintiffs' Motion for Final Approval of the Class Action Settlement, all accompanying Settlement Agreements, the accompanying Declaration of Paul Mulholland Concerning Mailing of Notice of Class Action, Proposed Settlement, and Final Hearing on 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 Order granting preliminary approval of the Settlements, 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. The Court finds that certification of the Settlement Class is appropriate because:

a. The 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);

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. (Dkt. No. 121). With the consent of all parties to this action, the Plaintiffs filed an Amended Complaint on October 21, 2013 and added each previously dismissed party to the action. (Dkt. No. 186). 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.

b. The claims of Class Representatives, Touchstone Group, LLC and 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 has received valid exclusion requests from the following Settlement Class Members, and concludes that each shall be excluded from the Settlement Class:

8. 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.

9. 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 this Final Judgment and Order of Dismissal and by the Settlement Agreements.

10. 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 Agreements): (1) Astor, Weiss, Kaplan & Mandel, LLP and Christopher P. Flannery; (2) Krassenstein & Unger, LLC and Steven L. Granoff; (3) Estill & Long, LLC; (4) Tatum, LLC; and (5) Daniel J. Rink.

11. Having reviewed Class Counsel's Motion for Attorneys' Fees, the Court awards Class Counsel reasonable attorneys fees in the amount of 30% of the Settlement Fund for a total of one million eight hundred and fifteen thousand (\$1,815,000) in addition to an award of actual expenses incurred with the litigation of this action and the cost of notice and administration of the settlement in the amount of \$_____.

12. The Court awards the Class Representatives, Touchstone Group, LLC and Margret and Ronald Greenspan an incentive fee award of \$3,500 each.

13. Within 20 days of the Effective Date as defined in the Settlement Agreement, the Released Parties shall pay into the Escrow Account established by the Settlement Administrator the total amount of six-million fifty thousand dollars (\$6,050,000) as follows: (i) Tatum, LLC, Rink and/or their insurer shall deposit the total sum of five million one hundred thousand (each in the amounts agreed to by Tatum, Rink and the insurer in their separate settlement agreement); (ii) the Astor Weiss Parties shall deposit the total sum of seven hundred and fifty thousand dollars (\$750,000.00); (iii) Estill & Long LLC shall deposit the total sum of one hundred thousand dollars (\$100,000); and (iv) 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 Released Parties in connection with the Settlement.

14. After 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 and the Claims Period deadline closes. 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 documents prepared by the Receiver and provided to Class Counsel demonstrating the amount of each Settlement Class Member's outstanding and unpaid investment in Mantria Corporation.

15. 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.

16. 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.

17. 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. CHRISTINE M. ARGUELLO, U.S.D.J.

EXHIBIT 3

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 CLASS ACTION
SETTLEMENT, AUTHORIZING DISSEMINATION OF CLASS NOTICE, AND
SETTING A HEARING ON FINAL APPROVAL**

WHEREAS, Plaintiffs Touchstone Group LLC, Margret and Ronald Greenspan, and defendants (1) Astor, Weiss, Kaplan & Mandel, LLP and Christopher P. Flannery; (2) Krassenstein & Unger, LLC and Steven L. Granoff; (3) Estill & Long, LLC; (4) Daniel Rink ("Rink"); and (5) Tatum, LLC ("Tatum") (collectively "Defendants") have entered into a Settlement Agreement between Plaintiffs, the Settlement Class (as that term is defined in the Settlement Agreement), and the Defendants.

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 _____, 2014;

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, 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, 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 A602, for the United

States District Court for the District of Colorado, Alfred A. Arraj United States Courthouse, 901 19th Street, Denver, CO. 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 Defendants 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 Motion for Preliminary Approval as Exhibit ____, to be mailed via first-class mail to all reasonably identifiable Settlement Class Members, and posted to the Class Website within ten (10) days of this Order or before _____, 2014.

(ii) 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, forty (40) days prior to the Fairness Hearing or before _____, 2014.

(iii) 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 twenty (20) days before the Fairness Hearing or before _____, 2014;

(iv) any reply memorandum in support of the Settlement or attorneys' fees shall be filed seven (7) days before the Fairness Hearing or before _____, 2014;

(v) the Fairness Hearing shall be held on _____, 2014; and

(vi) All Claim Forms shall be postmarked by Settlement Class Members no later than _____, 2014.

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 Defendants.

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 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. CHRISTINE M. ARGUELLO
United States District Judge