

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

NETSPHERE, INC.,	)	
MANILA INDUSTRIES, INC., and	)	
MUNISH KRISHAN,	)	
Plaintiffs,	)	
	)	
vs.	)	Civil Action No. 3-09CV0988-F
	)	
JEFFREY BARON, and	)	
ONDOVA LIMITED COMPANY,	)	
Defendants.	)	

**DECLARATION OF JEFFREY BARON**

1. My name is Jeffrey Baron. I am a defendant in the above entitled and numbered cause. I am competent to make this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct. I have personal knowledge of the stated facts, which I learned as the result of being subjected to the facts and events stated herein.

2. After having some very bad experience with being grossly overcharged by ‘famous’ attorneys, (including Bickel & Brewer), I made it a firm practice to almost exclusively engage attorneys where there was a flat rate, a fixed monthly cap on their billing that could be extended only with express written permission by me in any particular month, or a contingency arrangement. The attorneys who were honest enough to produce their actual contract with me establish that fact clearly– agreement after agreement is either a flat rate retainer or contains a set monthly cap that can be extended only on a per month basis by written agreement, or is a contingency agreement. The attorneys who were honest with their reports of payment, establish that the attorneys were paid fully pursuant the up-front arrangement with them. Many attorneys lived up to their end of the agreement, and those attorneys have not made any ‘claims’ in the ‘receivership’ even though many have been aggressively solicited by the receiver and/or Urbanik to make such claims. Unfortunately, not all the attorneys that represented me or related clients abide by those same standards.

3. Pronske told me that his work was going to cost \$75,000.00 and he wanted his money up front. He was paid the fee up front. From the start of his work, and throughout most of the period he worked, I did not receive any accounting, bill or work statement from him, or any indication that the fee was not a flat fee. The first time Pronske sent me a 'bill' was approximately 9 months later, just prior to the time the settlement was finalized. At that time, Pronske declared that the fee was actually a retainer that had been used up, and that I needed to pay a substantial additional past due fee to him immediately. At that time Pronske produced for the first time, a 'bill'. Pronske represented, and assured me that the global settlement insured that I would get Ondova back, and recover the 'over funding' that was added to it. Pronske represented and assured me that the global settlement agreement he worked out insured my diabetes research trust would receive tens of thousands of domains (valued at approximately \$5 Million) from the plaintiff. Neither of these two things happened.

4. The Schurig Jetel Beckett Tackett fees were not authorized. Schurig Jetel Beckett Tackett's fees and the Taube, West and Hitchcock fees were capped by a settlement agreement negotiated and drafted by Ms. Schurig and participated in by Taube, and they were paid in full according to that agreement, and they are not entitled to more money. That settlement is attached as **Exhibit C**.

5. To the best of my knowledge Powers and Taylor were paid the full fee due them, and I believe I may have \$7,500.00 in a retainer payment they are holding which is due to be returned to me. They lost the lawsuit they handled and are not entitled to any contingency fee.

6. Much of Gary Lyon's work was not authorized. Gary Lyon entered into a settlement agreement with me and agreed that I would pay him \$4,000.00 and then \$3,750 in the future. He received the \$4,000.00 and by the terms of our mutual agreement is owed only the future payment of \$3,750.00. A true and correct copy of our agreement is attached as **Exhibit A**.

7. Dean Ferguson orally agreed with me to a \$10,000.00 per month flat fee. He then demanded more money and I agreed to a \$15,000.00 fee for the first month and then a cap of \$5,000.00 per month for any work after the first month. He was paid around \$22,000.00 for approximately 45 days of work. Much of the time he billed was not on work that I had asked him or authorized him to perform.

8. Bickel & Brewer grossly over-billed.

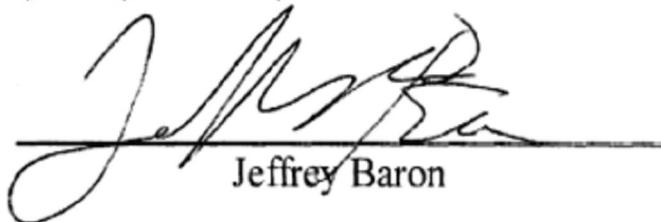
9. Robert Garrey was hostile and agreed that he would be paid \$8,500 for an entire month's work. He provided less than two weeks of work hours.

10. Hohmann, Taube & Summers, LLP's fees are capped by the supplemental agreement to the global settlement, they provided no beneficial work that I am aware of, and simply ran up duplicative 'attendance' type billing. I did not hire nor authorize Hohmann, Taube & Summers, LLP's to perform any work.

11. Michael Nelson sent me a contract dated the same as the one he submitted with his affidavit, but I did not agree to, or sign that contract. He was aware of this as a flat monthly rate had been discussed and the draft of the agreement bearing that date failed to include that term. The agreement sent to me (that I did not sign because that version lacked a monthly cap) had a place for initials on every page and a place for a date by the signature blank on the last page. Those do not appear on the 'contract' Nelson has submitted now. The version sent to me by Nelson on April 28, 2010 is attached as **Exhibit B** is a true and accurate copy of what I received. I did not sign it. The majority of Nelson's work was unauthorized and his bill was grossly padded and inflated.

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed this 28th day of April, 2011, in Dallas, Texas.

  
Jeffrey Baron



**Gary G Lyon**

---

**From:** jeffbaron1@gmail.com  
**Sent:** Thursday, October 21, 2010 10:43 PM  
**To:** 'Gary G. Lyon'  
**Subject:** RE: Agreement

Gary,

FYI: Martin has not replied. If you want to sign the agreement, I will countersign and fax to Brian. If Martin approves what you had suggested, we can always modify the agreement.

Dear Gary,

This is to confirm our agreement and compromise :

- 1) Jeff will pay \$4,000
- 2) Jeff will pay \$3,750 in the future
- 3) Gary will not bill any further amounts, and I will not pay you any amounts (except as identified in #1 and #2 above) unless you perform work specifically instructed by me in writing and we reach a further agreement regarding payment.
- 4) This agreement is a full accord and satisfaction of any and all payments claimed by you for anything, including but limited to work, services and expenses.

**Gary G Lyon, Esq.**  
Digitally signed by Gary G Lyon, Esq.  
 DN: cn=Gary G Lyon, Esq., c=US, ou=Gary G. Lyon, Attorney at Law, ou=Legal,  
 email=glyn@baronsgroup.com  
 Reason: I agree to the terms defined by the placement of my signature on this document  
 Location: Dallas, TX, 75409  
 Date: 2010.10.21 23:14:59 -0500

Gary Lyon

Jeff Baron

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 10.0.1136 / Virus Database: 422/3211 - Release Date: 10/21/10

**From:** Gary G. Lyon [mailto:glyon.attorney@gmail.com]  
**Sent:** Thursday, October 21, 2010 11:17 PM  
**To:** jeffbaron1@gmail.com  
**Subject:** RE: Agreement

Jeff,

I digitally signed it and attached.

Gary

Gary G. Lyon  
Attorney at Law  
Post Office Box 1227  
Anna, TX 75409  
972.977.7221  
Fax 214.831.0411  
Email: glyon.attorney@gmail.com  
Skype: gary.g.lyon

This electronic message contains information, from the law firm of Gary G. Lyon, Attorney at Law, which may be privileged and confidential. The information is intended for the use of the addressee(s) only. If you are not an addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at the number or e-mail listed above.

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- 4) This agreement is a full accord and satisfaction of any and all payments claimed by you for anything, including but limited to work, services and expenses.

---

Gary Lyon

---

Jeff Baron

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 10.0.1136 / Virus Database: 422/3211 - Release Date: 10/21/10

# Exhibit B

LAW OFFICES

## Michael B. Nelson, Inc.

AFFILIATED OFFICES:

TELEPHONE (925) 977-8000

DUBAI - UNITED ARAB EMIRATES  
UNITED KINGDOM  
PEOPLE'S REPUBLIC OF CHINA

1333 N. CALIFORNIA BLVD., SUITE 525  
WALNUT CREEK, CALIFORNIA 94596  
UNITED STATES OF AMERICA

FAX: (925)-977-8195

(925)-977-8090

E-MAIL: mbnel@sbcglobal.net

28 April, 2010

Jeff Baron  
PO Box 111501  
Carrollton, TX 75011-1501

**RE: PROFESSIONAL LEGAL RETAINER AGREEMENT**

Dear Jeff Baron,

I believe that it is important for my clients to understand in advance what the charges will be for legal services. Accordingly, I have prepared this letter to act as the RETAINER AGREEMENT and to explain the basis under which I will represent you, the terms of compensation for work performed and my billing procedures. Within this letter, I will be referred to as "Attorney" and you will be referred to as "Client". Attorney and Client used in a collective sense will be referred to as the "Parties".

(1). FEES TO BE PAID BY CLIENT:

(a). This Retainer Agreement is based upon the funding of the Client Trust Account for services listed in the Scope Provision, see sub-paragraph (c) below. The hourly rate for Attorney services is \$500.00. Client agrees to pay all costs and expenses reasonably incurred by Attorney in the course of representation, including but not limited to expert fees, long distance telephone calls, photocopying at \$.35 per copy, domestic fax charges of \$2.00 per page, international fax charges of \$5.50 per page, travel, and investigator fees and costs, including attorney time, court filing fees and other costs incurred in the collection of our fees from the Client. "Travel" shall include the costs of Attorney's travel and time to consult with Client, or in connection with Client's representation, and the cost of any meals and lodging reasonably related to any such travel.

\_\_\_\_\_ Initial    \_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

Client: JEFF BARON

RE: PROFESSIONAL LEGAL RETAINER AGREEMENT

Date: 28 April 2010

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(b). The Client agrees to pay an initial deposit of \$7,500.00 (seven thousand five hundred dollars), for all legal services and representation rendered by this office to Mr. Jeff Baron., and perform the scope of the services listed below in subpart (c). This deposit paid in advance is compensation for the legal services to pay Attorney's fees as well as costs incurred by Attorney on Client's behalf. Client understands and agrees that the deposit is not a limit or estimate of the fees to be charged by Attorney.

(c) The scope of this representation shall be to assist the Client in developing a strategy and plan in reference to the MMSK Trust and The Village Trust and the related parties.

2. RETAINER:

(a). Attorney shall have no obligation to commence providing legal services until Client deposits \$7,500.00 (seven thousand five hundred dollars), via wire transfer or check, into Attorney's trust account. In accordance with California Law, any interest earned on money on deposit in Attorney's client trust account will be paid solely to the State Bar of California. When said trust account is reduced to \$1,500.00 (one thousand five hundred dollars), Client promises to replenish the account to \$7,500.00 (seven thousand five hundred dollars) within 10 business days.

(b). Fees, costs and expenses shall be paid out of Client's trust account as frequently as Attorney desires.

(c). Attorney may, without the prior written consent of Client, unless it is an emergency or for limited appearance purposes, associate co-counsel to act with him in Client's representation. Any such co-counsel shall be compensated on the same basis as Attorney. To the extent Attorney deems it in the best interest of Client, Attorney may accept assistance from or consult with any attorney for the Client.

(d). Attorney Responsibilities. Attorney will represent Client in the matter described in the above sub-paragraph 1(c). Attorney will take reasonable steps to keep Client informed about significant developments relating to the representation, including promptly complying with reasonable requests for information and/or for copies of significant documents when necessary to keep Client reasonably informed.

(e). Client Responsibilities. Client promises to cooperate fully with Attorney at all times and in all matters related to the representation of Client, including but not limited to: (1) providing Attorney with all necessary information and documents; (2) keeping Attorney informed of any and all developments concerning the representation that may come to Client's attention; (3) responding in a timely and good faith manner to

\_\_\_\_ Initial \_\_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

Client: JEFF BARON

RE: PROFESSIONAL LEGAL RETAINER AGREEMENT

Date: 28 April 2010

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inquiries by Attorney; (4) keeping strictly confidential all communications between Attorney and Client in order to preserve the Attorney-Client privilege; (5) appearing when requested by Attorney for legal proceedings and/or conferences; and (6) keeping Attorney advised of Client's address and telephone number where Client may be reached at all times.

(f). Nothing in this Agreement obligates Attorney to represent Client or any person in any manner not specified herein.

(g). Client acknowledges that Attorney has made no promise, guarantee or indication that any particular result or consequence will flow from any of Attorney's services or that Client's financial exposure hereunder is limited or estimated in any way.

(i). Any notices provided for hereunder may be sent via regular mail to - and shall be conclusively deemed given (whether or not actually received) provided they are sent certified or registered mail, return receipt requested to - the address provided below (or to any different address, provided notice thereof was given in the same manner to all parties hereunder):

to Attorney: Michael B. Nelson, Inc.  
Attorney and Counselor at Law  
2500 Old Crow Canyon Rd  
Building #200 Suite #225

to Client: Jeff Baron (an Individual)  
PO Box 111501  
Carrollton, TX 75011-1501

(h). This Retainer Agreement shall not bind Attorney or require any act by Attorney until all of the following have occurred:

(i). Retainer Agreement is signed by both Attorney and the Client; and

(ii). The trust account deposit called for is made and the Client deposit clears the Client's bank.

### 3. BILLING:

(a). This office will submit statements to Client at least monthly or more often for services rendered as they are performed. Attorney requires and Client shall make

\_\_\_\_ Initial \_\_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

Client: JEFF BARON

RE: PROFESSIONAL LEGAL RETAINER AGREEMENT

Date: 28 April 2010

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payment no later than twenty-one (21) business days after statement date. Late payment fees will be charged from the statement date, at the rate of twelve percent (12%) per annum, on all statements not paid within twenty-one (21) business days of the statement date.

4. DELAY IN PAYMENT AS EXCUSING SERVICES:

(a). Further, in the event that any of Attorney's bills remain unpaid for more than ten (10) business days after receipt by Client, Attorney may discontinue rendering further services to Client until the amount of such billing (and interest thereof) is paid in full.

5. CESSATION OF AGREEMENT:

(a). Attorney shall have the right to cease continuation of legal representation under this Agreement at any time upon notification in writing to the Client. Client shall have the right to cease continuation of this Agreement at any time upon notification in writing to the Attorney. Upon such cessation, Client shall remain responsible for any unpaid billings for services rendered or costs advanced by Attorney. Client agrees to execute, upon receipt, a stipulation in such form as to permit Attorney to withdraw as Client's attorney of record in any legal action then pending.

6. DEPOSIT AGAINST FEES AND COSTS:

(a). Before Attorney begins work on the case, Client is responsible for an advance retainer in the agreed amount as set forth at the beginning of this Agreement. Client's canceled check, together with a copy of this fee arrangement, will be Client's receipt therefor. As services are rendered, billing will be charged to the retainer. If the charges for Attorney's services exceed the retainer, the excess will be currently billed and will be payable by Client. If substantial further effort over and above the initial retainer is anticipated as work progresses, Attorney will require that an additional retainer be deposited, to be billed as theretofore described. On the completion of the tasks of which the retainer was received, Attorney shall refund to you the balance, if any, of the unused retainer, upon receipt of written direction to that effect.

(b). At the completion of representation, Attorney will notify Client of any unused retainer balance. Within ten (10) business days of the date of Attorney's notice, Client must instruct Attorney in writing to retain or refund said balance. Should Client fail to respond to two such notices, then it will be agreed that the unused retainer shall be earned fees for this office.

\_\_\_\_ Initial \_\_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

Client: JEFF BARON

RE: PROFESSIONAL LEGAL RETAINER AGREEMENT

Date: 28 April 2010

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7. **BINDING ARBITRATION OF DISPUTES:**

(a). The parties to this Agreement shall agree that if any dispute arises between them, then such dispute shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. Any and every dispute or controversy between the Client and Attorney arising from, related to or connected with the attorney-client relationship between the Client and the Attorney shall be submitted to binding arbitration in Walnut Creek, California pursuant to California law and Jurisdiction. In any such dispute, each side shall bear its own costs and attorney fees. The parties understand that by agreeing to binding arbitration of disputes that they are each irrevocably giving up their rights to a jury trial or court trial, and that all such disputes shall be instead decided by binding arbitration.

8. **INDEMNIFICATION.**

**(a) Client will indemnify and hold harmless Attorney and Attorney employees and Attorney, agents, consultants, advisors, and their employees from and against all claims, damages, losses, and expenses, including attorney fees, costs and expenses, claim, damage, or loss; except intentional acts of negligence.**

**(b). In any and all claims against Attorney and Attorney employees and Attorney, agents, consultants, advisors, and their employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the immediately aforementioned paragraph of this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, damages or otherwise payable**

9. **COMPLETE AGREEMENT:**

(a). This writing contains the entire agreement between the parties, and this Agreement can not be changed, waived or modified except by another writing signed by all of the parties to this Agreement.

If the above meets with your approval, please so indicate by dating and signing this letter where indicated. If you have any questions concerning this Retainer Agreement, please do not hesitate to contact this office.

Pursuant to the terms and conditions of this legally binding document, I will not commence formal representation unless and until the retainer amount, see paragraph 2 (a), is deposited, via wire transfer into the following account:

\_\_\_\_ Initial \_\_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

Client: JEFF BARON  
RE: PROFESSIONAL LEGAL RETAINER AGREEMENT  
Date: 28 April 2010  
Page 6 of 7

Wells Fargo Bank  
1499 N. Main Street  
Walnut Creek, California 94596  
United States of America  
Tel: 925-671-1575  
Account #: 0125-107037  
Beneficiary: Michael Brent Nelson, Inc.  
Client Trust Account  
Routing no.: 121-000-248 (electronic)

Once you have read this agreement and signed & dated below, kindly forward back to my office for our copy, thank you.

Faithfully,

Michael B. Nelson, Inc.  
Attorney and Counselor at Law

The foregoing has been read and agreed to by the undersigned. I, Jeff Baron, have read and I understand the terms and conditions of this Agreement for legal representation. I agree to abide by all of the terms and conditions described in this agreement, and hereby consent to representation by Michael B. Nelson, Inc., Attorney and Counselor at Law in this matter on the terms and conditions set forth in this agreement. I also specifically agree to be personally responsible and liable for all financial obligations described in this agreement.

CLIENT: \_\_\_\_\_  
JEFF BARON

DATED: \_\_\_\_\_

MAILING ADDRESS OF CLIENT:  
(specifically for paragraphs 2(g) (i), 5(a) & 6(b))

JEFF BARON  
PO BOX 111501  
CARROLLTON, TX 75011-1501

Cc: Baron/ Professional Legal Retainer Agreement/ 28 Apr 2010

\_\_\_\_ Initial \_\_\_\_ Date

**PRIVILEGED AND CONFIDENTIAL COMMUNICATIONS**

# Exhibit C

## SUPPLEMENTAL AGREEMENT TO MUTUAL SETTLEMENT AND RELEASE AGREEMENT

**1. Parties and Background.** The parties (collectively, the “Parties,” and individually, a “Party”) to this Supplemental Agreement to Mutual Settlement and Release Agreement (this “Agreement”) are described as follows.

(a) Jeffrey Baron (“Baron”) is an individual who resides and is domiciled in Carrollton, Dallas County, Texas. Baron is the primary beneficiary of The Village Trust (the “Trust”).

(b) Ondova Limited Company (d/b/a Compana, LLC) is a Texas limited liability company (“Ondova”), which serves as the registrar for the domain names referenced in Section 4 of this Agreement.

(c) Asiatrust Limited (“Asiatrust” or the “Trustee”) is a company that is organized under the laws of the Cook Islands, in its corporate capacity and as trustee of The Village Trust. Asiatrust is a wholly owned subsidiary of Asiatic Trust Pacific Limited, which is headquartered in Singapore and which is owned by private individuals who reside in Australia, Singapore, and the Cook Islands. Asiatrust provides trustee services and corporate management services for clients who create, and/or are beneficiaries of, trust and entity structures situated in the Cook Islands. In exchange for these services, Asiatrust charges an initial acceptance fee, a flat annual fee every year thereafter, and to the extent that any additional work is required over and above ordinary trust administration and entity maintenance, such work is charged by the hour. Asiatrust typically employs outside counsel to perform work that is outside the scope of Asiatrust’s fiduciary services. Currently, Asiatrust has engaged the law firms of Hitchcock Evert, LLP; Hohmann, Taube & Summers, LLP; and West & Associates, LLP to provide assistance with litigation matters; and Asiatrust has engaged the law firm of Schurig Jetel Beckett Tackett (“SJB”) to provide assistance with accounting, bookkeeping, tax reporting, and business management matters.

(d) Stowe Protectors Ltd. (“Stowe” or the “Protector”) is a company organized under the laws of the British Virgin Islands, in its corporate capacity and as protector of the Trust. Stowe is wholly owned by attorneys who are members of the Swiss law firm, Schellenberg Wittmer, one of the largest law firms in Switzerland. Stowe provides independent protectorship services for various international trusts. These services include consenting to distributions from, and contributions to, such trusts; changing the jurisdiction and governing law of such trusts; and removing and replacing the trustees of such trusts. In exchange for these services, Stowe charges an initial acceptance fee, a flat annual fee every year

thereafter, and to the extent that Stowe is called upon to exercise its powers as a protector, such work is charged by the hour.

**2. Trustee and Protector Succession.** The Parties agree to extend the date that the Trustee and Protector will resign to no later than September 30, 2010. Baron agrees to confirm the names of the new trustee and the new protector no later than September 15, 2010. However, Baron's failure to confirm the names of the new trustee and the new protector by September 15, 2010, shall not change the date that the Trustee and Protector may resign, and all risks associated with the failure to timely appoint a new protector and a new trustee shall be assumed by Baron. The Parties further agree that the documents attached hereto as Exhibit "A" and Exhibit "B" to this Agreement will be used to effectuate the change in the office of trustee and protector.

**3. Fees and Expenses**

(a) Attorneys' Fees for June and July 2010. The Parties agree that the Trustee will pay no more than \$175,000.00 collectively to the law firms of Hitchcock Evert LLP; Hohmann, Taube & Summers, LLP; West & Associates, LLP; and SJBT for legal services rendered in the months of June and July 2010, and shall pay no other legal fees or expenses except as expressly provided in this Agreement or otherwise approved by order of Court.

(b) Trustee and Protector Fees for June and July 2010. The Parties agreed on July 12 that the Trustee will pay the regularly occurring Trustee and Protector fees for services rendered in the months of June and July 2010, then estimated to be approximately \$12,000. Subsequently, the Trust presented total bills, including for services rendered prior to June, 2010 totaling \$20,658.33. The Trustee intends to pay the \$20,658.33 to satisfy all outstanding Trustee and Protector fees. Baron consents only to the Trust paying \$12,000 of the \$20,658.33 and not to any further or other payments in respect of such Trustee and Protector fees. Pronske & Patel, P.C. ("P&P") has agreed to credit any amounts actually paid under this paragraph against the claimed fees from Mr. Baron to P&P, provided, however, that such credit will be given only if Mr. Baron makes mutually acceptable arrangements for the payment of P&P's claimed fees, whether from the Trust or any other source.

(c) Attorneys' Fees for the Period of Time between August 1, 2010, and the Date that the New Trustee and Protector Commence Serving. The Parties agree that between August 1, 2010, and the date that the new trustee and protector commence serving, SJBT will continue to: (i) provide administrative and accounting support for the Trust; (ii) provide business and accounting support, for the following LLCs that are owned by the Trust (the "LLCs"): Iguana Consulting LLC, Novo Point LLC,

Quantec LLC; Shiloh, LLC, Javelina, LLC; (iii) prepare and file the 2009 Forms 1041 and 3520A for the Trust, as well as any forms (including without limitation tax forms) that are necessary to be filed for entities owned by the Trust (including without limitation LLCs and corporations), provided that the Parties understand that the Forms 5471 are forms that are required to be prepared by Baron and attached to his Form 1041 and therefore will not be completed by SJBT; and (iv) perform all tasks necessary to transition the LLCs and the Trust assets to a successor trustee. For that work, the Trustee and the LLCs will pay SJBT a combined amount of \$1,000.00 per calendar day. If it is necessary for the Trustee to employ litigation counsel or to ask SJBT to perform additional services between August 1, 2010, and the date that the new Trustee and Protector commence serving, the Trustee will pay such litigation counsel's and SJBT's fees and expenses in addition to the amounts described above that will be paid to SJBT, only upon express approval by all Parties or upon approval by order of Court. Any Party who unreasonably withholds approval will be liable for any consequential damage to the trust assets.

(d) Trustee and Protector Fees for the Period of Time between August 1, 2010, and the Date that the New Trustee and Protector Commence Serving. The Parties agree that for the period of time between August 1, 2010, and the date that the new trustee and protector commence serving, the Trustee will pay the regularly occurring Trustee and Protector fees for services rendered during that time period.

(e) Trust and LLC Expenses. The Parties agree that all third party fees and expenses (limited to registration fees, amounts required under the Mutual Settlement and Release Agreement, amounts required by this Agreement, governmental charges, and directors' fees, provided that these fees do not exceed \$5,000.) will be paid by the Trustee on a timely basis until the date that the new trustee and protector commence serving.

**4. Release and Discharge.** The Parties also agree that the RELEASE and DISCHARGE provisions set forth in the Mutual Settlement and Release Agreement shall be extended through to the date that a new trustee and a new protector commence serving, regardless of whether any claims or causes of action have yet accrued.

Executed by the Parties, to be effective as of 19 August 2010.

---

Jeffrey Baron

Ondova Limited Company (d/b/a Compana, LLC)

By: \_\_\_\_\_  
Daniel J. Sherman  
Chapter 11 Bankruptcy Trustee

Asiatrust Limited

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORISED OFFICER



By: \_\_\_\_\_  
Authorized signatories

Stowe Protectors Ltd.

By: \_\_\_\_\_  
Authorized signatory

Iguana Consulting LLC

by Novquant LLC, its Manager

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORISED OFFICER

-director/manager of Novquant LLC



By: \_\_\_\_\_  
Authorized signatories

Novo Point LLC

by Novquant LLC, its Manager

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORISED OFFICER

director/manager of Novquant LLC



By: \_\_\_\_\_  
Authorized signatories

Quantec LLC

by Novquant LLC, its Manager

**ATP DIRECTORS LIMITED**  
BY ITS DULY AUTHORISED OFFICER

director/manager of Novquant LLC



By: \_\_\_\_\_  
Authorized signatories