

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. : 10-22078-CIV-MORENO

SECURITIES AND EXCHANGE COMMISSION, )  
)  
Plaintiff, )  
v. )  
)  
ESTATE OF KENNETH WAYNE MCLEOD, )  
F&S ASSET MANAGEMENT GROUP, INC. and )  
FEDERAL EMPLOYEE BENEFITS GROUP, INC., )  
)  
Defendants. )  
\_\_\_\_\_ )

**CONSENT OF DEFENDANTS F&S ASSET MANAGEMENT  
GROUP, INC. AND FEDERAL EMPLOYEE BENEFITS GROUP, INC.  
TO PRELIMINARY INJUNCTION AND OTHER RELIEF**

1. Defendants F&S Asset Management Group, Inc. (“FSAMG”) and Federal Employee Benefits Group, Inc. (“FEBG”) hereby admit the jurisdiction of this Court over them and the subject matter of this action. Receiver Michael I. Goldberg, Esq. is executing this Consent on behalf of FSAMG and FEBG by virtue of the Court’s June 24, 2010 Order appointing him as Receiver over these entities.

2. Defendants FSAMG and FEBG state that they have entered into this Consent voluntarily, after consulting with their undersigned counsel, and that no promise, threat, or inducement of any kind, except as stated herein or as stated in the attached proposed Order of Preliminary Injunction and Other Relief as to Defendants F&S Asset Management Group, Inc. and Federal Employee Benefits Group, Inc. (“Preliminary Injunction”), has been made by the Plaintiff Securities and Exchange Commission (“Commission”), or any member, officer, agent, or representative thereof, to Defendants FSAMG and FEBG , or to anyone acting for them or on their behalf, to induce them to enter into this Consent.

3. Defendants FSAMG and FEBG , without admitting or denying the allegations of the Complaint, except that they are admitting the allegation as to jurisdiction, hereby voluntarily consent to the entry of the Preliminary Injunction, in the form annexed hereto and incorporated by reference herein.

4. Defendants FSAMG and FEBG agree the Commission may present the Preliminary Injunction to the Court for signature and entry, without further notice.

5. Defendants FSAMG and FEBG agree that this Consent shall be made a part of the Preliminary Injunction, and further agree that this Court shall retain jurisdiction over them.

6. Defendants FSAMG and FEBG state that they understand that the Commission cannot and does not confer on them or on any person or entity, immunity from any criminal proceedings against them or other persons or entities for any actions related to or arising from this or any other matter.

7. Defendants FSAMG and FEBG waive any right they may have to appeal from the entry of the Preliminary Injunction.


8. Defendants FSAMG and FEBG waive service of the Preliminary Injunction and agree that entry of it by the Court and filing with the Clerk in the Southern District of Florida will constitute notice to them of the terms and conditions of the Preliminary Injunction.

9. Defendants FSAMG and FEBG agree they will not oppose the enforcement of the Preliminary Injunction on the ground that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waive any objection based thereon.

I, Michael I. Goldberg, Esq., as Court-Appointed Receiver for F&S Asset Management Group, Inc. and Federal Employee Benefits Group, Inc., and having had the benefit of the advice of competent legal counsel, hereby consent to the Court's entry of the foregoing Order of

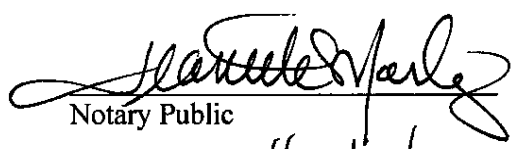
Preliminary Injunction and Other Relief as to Defendants F&S Asset Management Group, Inc.  
and Federal Employee Benefits Group, Inc.

Dated: June 30, 2010

  
\_\_\_\_\_  
**Michael I. Goldberg, Inc., as Court-Appointed Receiver for F&S Asset Management Group, Inc. and Federal Employee Benefits Group, Inc.**

STATE OF FLORIDA )  
                                  )  
COUNTY OF Broward )      ss:

On this 30 day of JUNE 2010, before me personally appeared Michael I. Goldberg, Esq, who X is personally known to me or \_\_\_\_\_ who produced a \_\_\_\_\_ driver's license bearing his name and photograph as identification, and who executed this Consent, and she acknowledged to me that she executed the same.

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Commission Expires:

