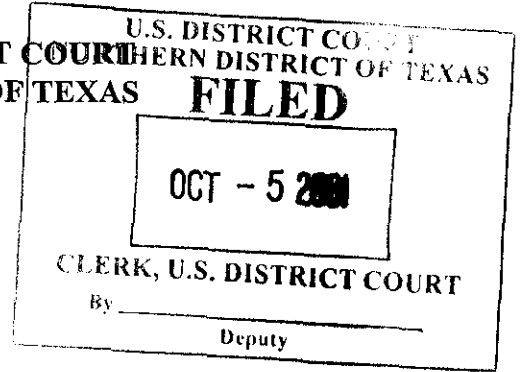


**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**



**Michael J. Quilling, Receiver for
Hammersmith Trust, LLC,
Hammersmith Trust, Ltd.,
Microfund, LLC, and Bridgeport
Alliance, LLC**

Plaintiff

vs.

**Adam Shaw, Thomas R. Smith,
Linda J. Smith, Michael Klein,
Leon Hurst, Summit Marketing, Inc.,
Bancorp Mortgage, Inc., Caton &
Associates, Inc., Simplified
Communications, Inc., Chatham
International, Inc., Thomas McCrimmon
United Holdings Corp., Greg Skibbee,
Rick Shirrell, Jeffrey A. Matz,
Christopher J. Carlson, Murray
Stucker and Larry K. Lewis.**

Defendants

Civil Action No. 3:00-CV-1405-M

(Jury Trial Demanded)

**UNOPPOSED MOTION TO APPROVE COMPROMISE AND SETTLEMENT
AGREEMENT WITH UNITED HOLDINGS, INC AND GREGORY SKIBBEE**

TO THE HONORABLE BARBARA M.G. LYNN, UNITED STATES DISTRICT JUDGE:

COMES NOW, Michael J. Quilling (“Receiver”) and files this Unopposed Motion to Approve Compromise and Settlement Agreement with United Holdings, Inc. and Gregory Skibbee (“Defendants”) and in support of such would respectfully show unto the Court as follows:

1. On November 13, 1998, the United States Securities and Exchange Commission (“SEC”) initiated Cause No. 3:98-CV-2689-M (the “SEC Proceedings”) and, in connection

therewith, sought the appointment of a Receiver. By Order dated November 13, 1998, Michael J. Quilling was named as the Receiver as to the Defendants and Equity Relief Defendants named at that time.

2. On July 23, 1999, the Court issued an Order in the SEC Proceedings expanding the receivership to cover individuals and entities named as additional Equity Relief Defendants by virtue of the Third Amended Complaint filed in the SEC Proceedings. In connection with performing his duties as Receiver for Hammersmith Trust, LLC and Microfund, LLC, the Receiver has traced funds from defrauded investors to individuals and entities who acted as agents/brokers with respect to the programs. Thereafter, the Receiver initiated these proceedings in an effort to recover the funds paid to agents/brokers.

3. After extensive arm's-length negotiations an agreement has been reached between United Holdings, Inc., Gregory Skibbee and the Receiver regarding the claims of the Receiver. A true and correct copy of the Compromise and Settlement Agreement reached between the parties is attached hereto as Exhibit "1" and incorporated herein by reference for all purposes.

4. The Compromise and Settlement Agreement has been approved by the SEC through its representative Bob Brunig.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that the Court approve the Compromise and Settlement Agreement and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

Respectfully submitted,

QUILLING, SELANDER, CUMMISKEY
& LOWNDS, P.C.

2001 Bryan Street, Suite 1800

Dallas, Texas 75201

(214) 871-2100 (Telephone)

(214) 871-2111 (Facsimile)

By: 

Michael J. Quilling

State Bar No. 16432300

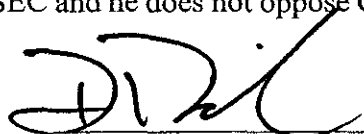
D. Dee Raibourn, III

State Bar No. 24009495

ATTORNEYS FOR RECEIVER

CERTIFICATE OF CONFERENCE

I have conferred with Bob Brunig of the SEC and he does not oppose Court approval of the Compromise and Settlement Agreement.



D. Dee Raibourn

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of October, 2001, a true and correct copy of the foregoing document was served via first-class mail, postage pre-paid, on:

Robert B. Brunig Securities & Exchange Commission 801 Cherry Street, 19th Floor Fort Worth, Texas 76102	Amy D. Reilly Geary, Porter & Donovan 16475 Dallas Parkway, Suite 500 Addison, Texas 75001-6837
Bruce Steven Sostek Marcie Yvette Flores Thompson & Knight 1700 Pacific Avenue, Suite 3300 Dallas, Texas 75201-4693	Thomas McCrimmon 3816 West Linebaugh Avenue Suite 408 Tampa, Florida 33624
Donald J. Christie 520 South Fourth Street Las Vegas, NV 89101	Mr. Clifford B. Singer, Esq. 167 Franklin Turnpike Waldwick, New Jersey 07463


D. Dee Raibourn, III

SETTLEMENT AGREEMENT - UNITED HOLDINGS, INC AND GREGORY SKIBBEE

This Settlement Agreement is made by and between Michael J. Quilling ("Quilling"), as Receiver for the Receiver Subjects, as hereafter defined ("Receiver") and United Holdings, Inc. ("United") and Gregory Skibbee ("Skibbee").

A. On November 13, 1998, the Securities and Exchange Commission filed a lawsuit against several persons and entities styled *S.E.C. v. Funding Resource Group, et al.*, Civ. Action No. 3:98-CV-2689-M (N.D. Tex.) (the "SEC Action").

B. Pursuant to orders entered in the SEC Action, the Receiver was appointed as the receiver for various persons and entities, including Hammersmith Trust, LLC (both the Tennessee and the Nevis West Indies entities), Hammersmith Trust, Ltd., Microfund, LLC, and B. David Gilliland (collectively, the "Receiver Subjects"), and he continues to serve in that capacity.

C. Pursuant to orders entered in the SEC Action, the Receiver is directed to take custody, possession and control of any and all assets, funds, securities, and properties, real and personal, tangible and intangible, of whatever kind or description and wherever located or situated (the "Receivership Assets") that are owned, possessed or controlled by any of the Receiver Subjects.

D. Pursuant to orders entered in the SEC Action, all persons and entities in active concert or participation with the Receiver Subjects who receive actual notice of the relevant orders are required to promptly deliver and surrender to the Receiver all Receivership Assets.

E. Pursuant to orders entered in the SEC Action, the Receiver is authorized to institute and appear in any lawsuits, actions or other legal proceedings as the legal representative of the Receiver Subjects in order to receive and collect Receivership Assets.

F. On June 28, 2000, the Receiver filed a lawsuit styled *Michael J. Quilling, Receiver for Hammersmith Trust, LLC, Hammersmith Trust, Ltd., Microfund, LLC, and Bridgeport Alliance, LLC v. Adam Shaw, et al.*, Civil Action No. 3-00-CV-1405-M in the United States District Court for the Northern District of Texas, Dallas Division (the "Shaw Suit"). In the Shaw Suit, the Receiver alleges, among other things, that United and Skibbee received funds and property from one or more of the Receiver Subjects. The Receiver alleges that all funds United and Skibbee received from the Receiver Subjects constitute Receivership Assets and that United and Skibbee are liable to the Receiver for all such sums received.

G. United and Skibbee deny any wrongdoing or liability. However, the parties desire to avoid the hazards, uncertainties, costs and other risks of litigation. Consequently, the parties have agreed to and do hereby settle and compromise their respective claims and defenses as evidenced and effectuated by this Settlement Agreement.

EXHIBIT 1

NOW, THEREFORE, the parties agree as follows:

1.

Settlement Amount. As a compromise settlement and not as an admission of liability, Skibbee shall pay to the Receiver \$20,000.00. The initial payment, in the amount of \$5,000.00 shall be paid not later than ten (10) days following the execution of this Settlement Agreement. Skibbee shall then pay to the Receiver three payments in the amount of \$5,000.00, to begin not later than thirty (30) days following the initial payment with each payment thereafter due not later than thirty (30) days after the preceding payment. The Settlement Amount shall be paid by any method which gives the Receiver access to currently available funds and may include, but is not limited to, wire transfer, personal, certified or cashier's check, or any combination of the foregoing.

In addition, Skibbee shall provide a full accounting of all monies received and disbursed by United and Skibbee that are traceable to the Receiver Subjects. This includes, but is not limited to, monies paid to the brokers and/or agents of United.

2.

Releases. Upon receipt of the full Settlement Amount and court approval of this Settlement Agreement, the following releases shall become effective:

a. Receiver's Release. The Receiver, for himself and each of the Receiver Subjects and their respective successors and assigns hereby releases, acquits and forever discharges United, Skibbee, and Paul Fischer ("Fischer") from any obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, which the Receiver and any of the Receiver Subjects ever had or now has against United, Skibbee, and Fischer for or by reason of any matter, cause or thing whatsoever, except for United and Skibbee's obligations under this Settlement Agreement.

b. United and Skibbee's Release. United, for itself and its directors, officers, shareholders, employees, agents, and representatives, successors, and assigns and Skibbee, for himself, his employees, agents, representatives, successors, and assigns, hereby release, acquit and forever discharges the Receiver and the Receiver Subjects of and from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that United and Skibbee ever had or now has against the Receiver, except for the Receiver's obligations under this Settlement Agreement.

c. Fischer's Release. Fischer, for himself, his employees, agents, representatives, successors, and assigns, hereby releases, acquits and forever discharges the Receiver and the Receiver Subjects of and from any and all claims, demands, debts, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that Fischer ever had or now has against the Receiver, except for the Receiver's obligations under this Settlement Agreement.

3.

Dismissal of United and Skibbee from the Shaw Suit. Promptly after receipt of the initial payment from Skibbee, the Receiver will file an appropriate motion and order in the SEC Action to obtain court approval of this Settlement Agreement. Promptly after entry of an order approving this Settlement Agreement and the receipt of the full Settlement Amount the Receiver will file an appropriate motion and order in the Shaw Suit to dismiss all claims and causes of action against United and Skibbee, with prejudice.

4.

Representations and Warranties of Receiver. The Receiver represents and warrants that he was validly appointed as the receiver for each of the Receiver Subjects by court orders entered in the SEC Action and that those orders remain valid and in full force and effect.

5.

Choice of Law; Venue. This Settlement Agreement shall be governed by and shall be construed in accordance with the laws of the United States of America and the laws of the State of Texas. In the event of a dispute arising out of or in any way relating to this Settlement Agreement, the parties irrevocably agree and consent in advance to any necessary transfer of venue, so that the venue for such dispute shall lie in any court of competent jurisdiction in the Northern District of Texas or in any state court in any county encompassed by the Northern District of Texas.

6.

Advice of Counsel. The parties acknowledge for themselves that prior to the execution of this Settlement Agreement, they sought and received advice of qualified legal counsel regarding the ramifications and effect of this Settlement Agreement and have relied on no statements, representations, warranties or the like received from the other party or other party's counsel other than as expressly set forth herein.

7.

Entire Agreement; Modification. This Settlement Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and any provision herein may be waived or modified only by an agreement in writing signed by the parties.

8.

Headings. Paragraph headings contained herein are the for convenience of reference only and shall in no way affect any interpretation of this Settlement Agreement.

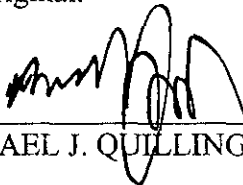
9.

Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

10.

Counterparts. This Settlement Agreement may be made and executed in multiple counterparts, each of which when fully executed shall be deemed an original.

Date: Oct. 4th, 2001


MICHAEL J. QULLING, Receiver

Date: Sept. 10th, 2001

UNITED HOLDINGS, INC.

By: Gregory James Skibbee


Name: Gregory James Skibbee

Title: CEO

Date: Sept 10th, 2001


GREGORY SKIBBEE

Date: Sept 10th, 2001


PAUL FISCHER