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**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR TETON COUNTY**

STATE OF IDAHO, DEPARTMENT OF
FINANCE, SECURITIES BUREAU,

Plaintiff,

vs.

TYREE MACKEY, JEREMY KING, and
MILLENNIAL FINANCIAL GROUP,
INC.,

Defendants.

Case No. CV 09-031

**STIPULATION AND CONSENT TO ENTRY
OF JUDGMENT**

Plaintiff, State of Idaho, Department of Finance, (hereinafter referred to as "Plaintiff") and Defendants, Tyree Mackey, Jeremy King, and Millennial Financial Group, Inc., (hereinafter referred to as "Defendants") have agreed to entry of judgment against Defendants, pursuant to the following Stipulation. Plaintiff and Defendants request this Court to enter judgment against Defendants in the form and substance set forth in the Judgment and Permanent Injunction filed concurrently herewith. In the event judgment is not entered pursuant to this Stipulation, this

Stipulation shall be of no effect whatever, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding. By signing and entering into this Stipulation, Defendants waive the right to a hearing and/or trial on the alleged violations in Plaintiff's Verified Complaint.

STIPULATION

Plaintiff and Defendants hereby stipulate and agree to the facts, findings, conclusions of law, terms and conditions set forth in herein.

1. Pursuant to Idaho Code § 30-14-603, Defendants agree to the following:

A. In the case of certain securities that were offered to Idaho residents, Defendants admit that each transacted business in Idaho as securities agents and that Defendants failed to register as securities agents with Plaintiff as required by Idaho Code § 30-14-402(a), both in violation of Idaho Code § 30-14-402(a).

B. That Defendants issued, sold or offered for sale in Idaho securities in the form of a promissory note. Such security was not registered with Plaintiff as required by Idaho Code § 30-14-301. Defendants' failure to register such securities with Plaintiff violated Idaho Code § 30-14-301.

C. That Defendants transacted business in Idaho as broker-dealers. No Defendant was registered as a broker-dealer with Plaintiff as required by Idaho Code § 30-14-401(a). Defendants' failure to register as broker-dealers with Plaintiff violated Idaho Code § 30-14-401.

D. That Defendants transacted business in Idaho as agents of broker-dealers or of issuers. No Defendant was registered as an agent with Plaintiff as required by Idaho Code § 30-14-402(a). Defendants' failure to register as agents with Plaintiff violated Idaho Code § 30-14-402(a).

E. The Department finds that Defendants made material misrepresentations to Idaho investors and omitted to state material facts to Idaho investors, in violation of the anti-fraud provisions of Idaho Code § 30-14-501(2). Defendants neither admit nor deny this finding.

F. Defendants consent to this Court's entry of a money judgment against them in the amount of \$265,000 representing restitution to Idaho investors, and civil penalties in the amount of \$40,000, for a total money judgment of \$305,000. In the event Defendants complete all of the payment terms set forth below, on time, the entire sum of civil penalties awarded to Plaintiff (\$40,000) shall be waived. Defendants shall make quarterly payments to Plaintiff in the following amounts at the following times:

i. Commencing on April 1, 2009 and continuing on the first day of every third month (July, October, January, April, etc.) thereafter until fully paid, Defendants shall each pay to Plaintiff the equivalent of the sum of one thousand five hundred (\$1,500) dollars per quarter, for a total of the equivalent of three thousand (\$3,000) dollars per quarter. Both Defendants agree to pay the entire \$265,000 restitution owed, and in the event of a default by one Defendant, the other Defendant agrees to make the payment for the defaulting Defendant. If either Defendant fails to make part or all of any payment, the other Defendant agrees to make up the difference.

ii. In the event that Defendants make all of the foregoing payments in accordance with the terms of this Stipulation, Plaintiff shall execute a satisfaction of judgment for the entire money judgment.

G. Defendants consent to this Court's entry of an injunction, in the form set forth in the proposed Judgment and Permanent Injunction filed herewith, barring them from any future violations of Idaho's Uniform Securities Act (2004).

H. If any quarterly payment is not made on time, each Defendant shall be immediately liable for the full amount of the penalties (\$40,000) as well as the full amount of restitution ordered by this Court (\$265,000). Time is of the essence for such payments, and the parties specifically agree that failure to make a payment on time is a material breach of this Stipulation and the agreements embodied herein. If any payment is not made on time, Plaintiff may immediately commence enforcement of the Judgment and Permanent Injunction and is relieved of its obligation to file a satisfaction of judgment as set forth herein. Defendants are not entitled to notice of breach by Plaintiff. Plaintiff will not waive or extend the payment dates for any reason, unless it chooses to do so in its sole discretion, in which case it will do so only in a writing signed by all parties.

I. Plaintiff shall not be required to provide the Defendants notice of, nor shall Defendants object to, any assignment of this the Judgment or any request for a renewal of the Judgment and Permanent Injunction filed concurrently herewith under Idaho Code §10-1111.

J. The parties agree to bear their own attorney fees and costs in this action.

2. Plaintiff agrees to the following:

A. That it will not pursue Counts One through Four of its Verified Complaint filed herein or the actions giving rise to Counts One through Four in any administrative or civil action against Defendants so long as Defendants comply with the terms of this Stipulation and the Judgment and Permanent Injunction entered pursuant to it.

B. Plaintiff agrees and covenants not to execute on the Judgment and Permanent Injunction so long as Defendants comply with all terms of this Stipulation and the Judgment and Permanent Injunction.

C. Plaintiff will suspend the penalties of paragraph 1.F. during the payment period of paragraph 1.C. above. If Defendants have paid Plaintiff the amount of two hundred sixty-five dollars (\$265,000) as provided herein, Plaintiff will waive the \$40,000 penalty and will consider the matter fully resolved with no additional amounts due or owing.

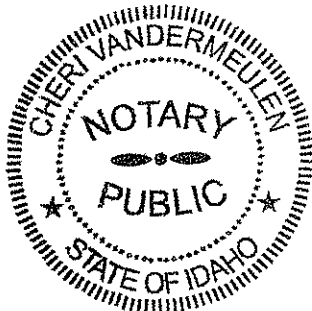
D. Plaintiff agrees to forgo any claim for costs, attorney fees, and reimbursement for investigative efforts in this action pursuant to Idaho Code § 30-14-603(b)(2)(C) and also agrees to forgo any additional penalties against Defendants related to this action, so long as Defendants comply with all terms of this Stipulation and the Judgment and Permanent Injunction. Plaintiff may seek costs and fees as provided by rule or statute for enforcement of the Judgment and Permanent Injunction, if such becomes necessary due to Defendants' failure to comply with the terms of this Stipulation and the Judgment and Permanent Injunction.

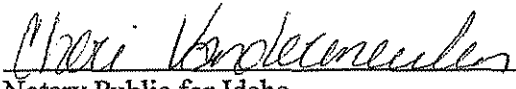
DATED this 9 day of March, 2009.



TYREE MACKEY

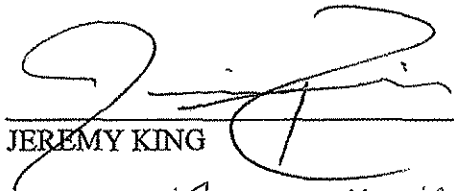
SUBSCRIBED AND SWORN to before me this 9th day of March, 2009.





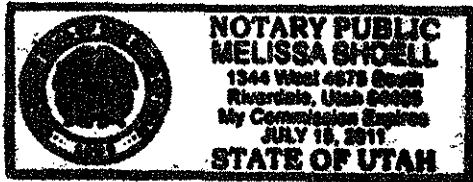
Notary Public for Idaho
Residing at: Idaho Falls
My Comm. Exp.: July 7, 2009

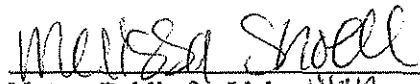
DATED this 17TH day of MARCH, 2009.



JEREMY KING

SUBSCRIBED AND SWORN to before me this 17 day of March, 2009.

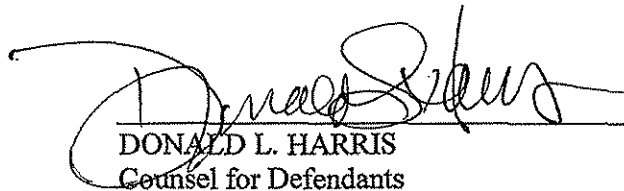




Notary Public for Idaho
Residing at: American Fork, UT
My Comm. Exp.: July 15, 2011


APPROVED AS TO FORM AND CONTENT.

DATED this 24th day of March, 2009.



DONALD L. HARRIS
Counsel for Defendants

DATED this 1st day of April, 2009.




MARILYN T. CHASTAIN
Securities Bureau Chief
Idaho Department of Finance

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10 day of Apr., 2009, I caused a true and accurate copy of the foregoing STIPULATION AND CONSENT TO ENTRY OF JUDGMENT to be served on the following by the designated means:

Donald L. Harris	<input checked="" type="checkbox"/>	U.S. mail, postage prepaid
HOLDEN KIDWELL HAHN & CRAPO, PLLC	<input type="checkbox"/>	certified mail
1000 Riverwalk Drive, Suite 200	<input type="checkbox"/>	overnight mail
PO Box 50130	<input type="checkbox"/>	via facsimile: (208) 523-9518
Idaho Falls, ID 83405		



Paralegal