UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES ACT OF 1933
Release No. 9139 / September 7, 2010

SECURITIES EXCHANGE ACT OF 1934
Release No. 62855 / September 7, 2010

INVESTMENT ADVISERS ACT OF 1940
Release No. 3079 / September 7, 2010

INVESTMENT COMPANY ACT OF 1940
Release No. 29411 / September 7, 2010

ADMINISTRATIVE PROCEEDING
File No. 3-14033

In the Matter of **NEAL R. GREENBERG,** **Respondent.**	**ORDER INSTITUTING ADMINISTRATIVE AND CEASE-AND-DESIST PROCEEDINGS PURSUANT TO SECTION 8A OF THE SECURITIES ACT OF 1933, SECTIONS 15(b) AND 21C OF THE SECURITIES EXCHANGE ACT OF 1934, SECTIONS 203(f) AND (k) OF THE INVESTMENT ADVISERS ACT OF 1940, AND SECTION 9(b) OF THE INVESTMENT COMPANY ACT OF 1940**

I.

The Securities and Exchange Commission ("Commission") deems it appropriate and in the public interest that public administrative and cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 8A of the Securities Act of 1933 ("Securities Act"), Sections 15(b) and 21C of the Securities Exchange Act of 1934 ("Exchange Act"), Sections 203(f), and (k) of the Investment Advisers Act of 1940 ("Advisers Act"), and Section 9(b) of the Investment Company Act of 1940 ("Investment Company Act") against Neal R. Greenberg ("Greenberg" or "Respondent").

II.

After an investigation, the Division of Enforcement alleges that:

A. **RESPONDENT**

1. Greenberg, age 54 and a resident of Boulder, Colorado, was at all relevant times the CEO of an investment adviser registered with the Commission, Tactical Allocation Services ("TAS") and the head portfolio manager for another investment adviser registered with the Commission, Agile Group, LLC ("Agile Group"). Agile Group is wholly-owned by TAS, and Greenberg is the majority owner of TAS. TAS provided investment advice to individual clients. Agile Group served as the general partner and investment adviser to at least eight affiliated Agile hedge funds. Greenberg controlled and had ultimate decision-making authority for TAS and Agile Group. In October 2009 Agile Group and TAS withdrew their registrations as investment advisers with the Commission and Greenberg ended his association with the firms. At all relevant times Greenberg held Series 1, 4, 7, 24, 63, and 65 licenses. He was the principal of an affiliated registered broker-dealer, Agile Securities, Inc., starting in 1996 until that firm withdrew its registration with the Commission in November 2008.

B. **SUMMARY**

2. This case involves fraud and breach of fiduciary duty by Greenberg through his recommendation and sale of the Agile hedge funds, acting individually and through TAS and Agile Group, to TAS clients and other investors. Due to Greenberg, a large majority of TAS clients invested in Agile hedge funds, and these clients were generally conservative, older investors near or in retirement who wanted low-risk investments offering significant capital protection. In the offer and sale of the Agile hedge funds, as well as in advising clients to remain invested in the funds, Greenberg made material misrepresentations and omissions, including misrepresentations materially overstating the diversification and liquidity of the funds, and materially understating the risks of investing in the funds. Further, numerous TAS clients invested in the hedge funds based upon unsuitable recommendations for which Greenberg was responsible.

3. In September 2008, Agile Group suspended redemptions in its hedge funds. The Agile hedge funds remain frozen today, and investors likely have lost most, and possibly all, of their investment.

C. **BACKGROUND**

4. Agile Group served as an investment adviser to affiliated hedge funds, including the Agile Safety Fund ("The Safety Fund"), the Agile Performance Fund ("The Performance Fund"), the Agile Safety Master Fund ("The Master Fund"), the Agile Safety Fund International ("The International Fund"), and the Agile Safety Variable Fund ("The Variable Fund").

5. The Safety Fund and the Performance Fund were formed in 2002. The Safety Fund was a fund-of-funds and the Performance Fund was a multi-strategy fund. Virtually the only investors in the Safety Fund were pre-existing TAS advisory clients who transferred their assets from unaffiliated investments into the Safety Fund. The primary investor in the Performance Fund initially was the Safety Fund.

6. The Master Fund and the International Fund were formed in 2004. The Safety Fund and the International Fund became feeder funds for the Master Fund, and fully invested all of their assets in the Master Fund. The Master Fund in turn invested almost all of its assets (except for some limited cash holdings) in a single call-option contract with BNP Paribas ("BNP"), which was designed to track a basket of underlying hedge funds selected by Agile Group. BNP provided leverage to the Master Fund through the call-option contract. The Master Fund did not make any direct investments in hedge funds. However, in practice, any hedge fund selected for the hedge fund basket by Agile Group was purchased by BNP. Agile Group selected the Performance Fund as one of the funds for its hedge fund basket, and BNP subsequently made investments in the Performance Fund to match the amount selected for the basket by Agile Group.

7. The Variable Fund was also formed in 2004. The Variable Fund was a fund of funds that invested in largely the same basket of funds as the Master Fund. The Variable Fund had only one limited partner, AGL Life Assurance Company, and the Variable Fund was an investment option within the AGL Life variable annuity. Clients purchasing an annuity from AGL Life were advised to allocate their premium payments entirely to the Variable Fund. Once again, virtually the only investors in the Variable Fund were pre-existing TAS advisory clients who transferred their assets from unaffiliated investments into the Variable Fund.

8. The vast majority of the Performance Fund's investor capital came directly or indirectly from the Safety Fund, the Variable Fund, and the International Fund.

9. Greenberg, individually and through TAS, recommended to many clients that they invest in these affiliated Agile hedge funds. At least 140 TAS clients (roughly 75% of the total TAS client base) were invested in Agile hedge funds as of December 2007.

10. Many TAS clients were conservative, older investors near or in retirement who wanted low-risk investments offering significant capital protection. Many TAS clients also needed money from their investment portfolio to fund their annual living expenses.

11. In mid-September 2008, the Safety Fund, the Variable Fund, and the International Fund decided to limit redemptions because the funds were anticipating that they would not have sufficient liquidity to meet redemption requests as of September 30, 2008. In late September 2008, investors were told that the Safety Fund, the Variable Fund, and the International Fund were suspending redemptions because the funds had suffered substantial losses due to investments the funds had made, either directly or indirectly, with the Lancelot Investors Fund, L.P. and Lancelot Investors Fund II, LP. (collectively "Lancelot"), and the Palm Beach Finance Partners L.P. and Palm Beach Finance Partners II, L.P. (collectively "Palm Beach"). Lancelot and Palm Beach had suffered very significant losses due to a fraudulent scheme by Tom Petters ("Petters"). At this

point, approximately $174 million of investor capital was invested in the Safety Fund, the Variable Fund, and the International Fund.

12. In December 2008, investors were told that the Safety Fund, the Variable Fund, and the International Fund had suffered additional losses due to investments made, either directly or indirectly, in the Rye Select Broad Market Fund, L.P. and Rye Select Broad Market Prime Fund, L.P. (collectively "Rye Select") which had suffered very significant losses due to a fraudulent scheme by Bernard Madoff ("Madoff").

13. To date, no redemptions have been allowed by the Safety Fund, the Variable Fund, and International Fund, and investors likely have lost most, and possibly all, of their investments in these funds. Some investors have lost most or all of their retirement savings.

D. MISREPRESENTATIONS AND OMISSIONS TO INVESTORS AND PROSPECTIVE INVESTORS IN THE AGILE HEDGE FUNDS

14. Between at least 2006 and 2008, Greenberg made material misrepresentations and omissions to clients and investors in the offer and sale of the Agile hedge funds as well as in advising clients to remain invested in the funds. For each of the specific allegations made in Paragraphs 14-22, these misrepresentations and omissions were made by Greenberg, acting individually and/or through TAS and Agile Group.

15. First, Greenberg made false and/or misleading oral and written representations that the Safety Fund, the International Fund, and the Variable Fund were "immensely" diversified including, but not limited to, representations about the high number of managers or funds, the high number and variety of different underlying investments held by those funds, and the high number of non-correlated strategies employed by those funds. Greenberg stated that investors should invest most or all of their investment monies in Agile hedge funds because the tremendous diversification in the funds made them low-risk, safe investments.

16. For example, in a September 25, 2007 conference call with investors, Greenberg stated:

> "One of the exciting things we do with [the Safety Fund] is we emphasize diversification immensely so that the—if we're sitting in 50 or substantially more managers each of those managers might be sitting on 15,000 different investments so there are some of our managers that have multiple strategies and thousands and thousands and thousands of different investments. Some of them much fewer might be a single strategy with 100 or 200 different investments but in aggregate, we're constructing for our clients such a high level of diversification by using so many managers, each of whom uses different strategies and different investments that this particular portfolio has so much what's called non-correlation. When I say non-correlation I mean that Investment A zigs while Investment B zags. That's the whole benefit of diversification. So that's what we want to do in the past, that's what we've done in the past and that's what we intend to do in the future so we can

> continue to provide good returns with minimal risk….We think it's the best way of managing the bulk of client's wealth going into the future."

17. Similarly, a March 2006 Monthly Newsletter to Safety Fund investors stated the following:

> "We at Agile Group believe in hyper- or ultra- diversification. This means we believe it is important for a client to have many different asset classes, investment managers and funds…Instead of owning 4 or 5 different asset classes in a traditional pie chart diversification model, a client can have over 10 different asset classes in one package. Instead of owning 5 to 10 mutual funds, a client can own 50 different managers and know they are being monitored monthly and replaced automatically when they underperform. Lastly, instead of a false sense of diversification, a client can effectively own over 11,000 stocks, bonds, and other instruments in over 10 different assets classes with over 50 different managers but all in one easy to digest package that is professionally managed and accountable to investors."

18. The representations that the Safety Fund, the International Fund, and the Variable Fund were highly diversified were false and/or misleading because, for example, as of September 30, 2008, 48% of the investor capital (not including leverage) in those funds had been invested indirectly with Petters through the Lancelot and Palm Beach funds. Similarly, 14% of the investor capital (not including leverage) in those funds had been invested indirectly with Madoff through Rye Select. Together, these investments equaled 62% of investor capital in the funds. As of December 31, 2007, the investments in Lancelot, Palm Beach, and Rye Select equaled 56% of investor capital (not including leverage) in these funds. This was not the level of diversification touted by Greenberg, and was inconsistent with representations that the Agile hedge funds would disperse assets among a multitude of underlying hedge fund managers, investments, and strategies.

19. Greenberg also falsely stated that the tremendous diversification of the Safety Fund, the International Fund, and the Variable Fund would insulate the funds from significant losses if one or two investments made by the funds lost most of their value. Given the large percentage of investor capital invested in a few funds, Greenberg knew or was reckless in not knowing that the Agile hedge funds were not insulated from losses in funds in which they were heavily invested.

20. Greenberg also failed to disclose to investors that the Safety Fund, the International Fund, and the Variable Fund had a practice of placing a large proportion of investor capital in a few hedge funds. This was misleading given the representations made to investors about diversification, the large number of managers, and the significant number of non-correlated investments and strategies. Investors reasonably understood that the funds would not be concentrating a large amount of investor capital in only a few funds. Beyond the Lancelot, Palm Beach, and Rye Select investments, the Safety Fund, the International Fund, and the Variable Fund also made concentrated investments in several other funds and had a high concentration in certain strategies including asset-based lending strategies. The concentration of the Safety Fund, the

International Fund, and the Variable Fund in certain core investments and strategies increased the undisclosed risks created by the funds' lack of diversification.

21. Greenberg also made false oral and written representations concerning the risks of the hedge fund investments. Greenberg falsely stated that the Safety Fund, the Variable Fund, and the International Fund: (a) involved a minimal degree of risk; (b) had an investment objective of conservative growth with significant principal protection; (c) were suitable for retirees who needed liquidity in their investment to pay for living expenses; (d) could each safely represent an investor's entire investment program; and (e) used leverage in a way that did not significantly increase the risk profile of the funds.

22. The risk disclosures in the 2007 and later private placement memoranda ("PPMs") for the funds directly contradicted Greenberg's oral and written representations and showed that the representations were false and/or misleading. For example, the 2007 PPM for the Safety Fund stated that it: (a) involved a "high degree of risk"; (b) had a primary objective of "capital appreciation"; (c) was suitable only for persons "who have no need for liquidity in the investment"; (d) should be considered only "as a supplement to an overall investment program"; and (e) used leverage in a way that could "substantially increase the exposure to loss" with a "relatively small movement in the market." Due to Greenberg's continuing oral and written misrepresentations, many Agile hedge fund investors were never adequately informed of the risks. For example, with regard to leverage, not only did the Safety Fund, the Variable Fund, and the International Fund use leverage, but many of the hedge funds invested in by those funds also used leverage. Many investors were never adequately informed about the risks of leverage in the Agile hedge funds.

E. <u>THE AGILE HEDGE FUND INVESTMENTS WERE UNSUITABLE FOR MANY TAS ADVISORY CLIENTS</u>

23. TAS marketed itself as an investment adviser dedicated to preserving wealth for conservative investors. Clients were told in marketing materials that TAS formulated investment advice with a "risk minimization first, return second" mindset designed to deliver the "peace of mind you need to sleep well at night." Clients were also told in those materials that TAS created "an individualized portfolio tailored to [their] needs and objectives." As a result of positioning itself in this manner, TAS attracted mainly investors that were in retirement or near retirement, and that generally had relatively conservative investment objectives and low risk tolerances. Many clients needed money from their investment portfolio to fund their annual living expenses, were financially unsophisticated, and had no understanding of complex financial investments such as hedge funds. Greenberg was fully aware of the general profile of the average TAS client.

24. In 2002, when Greenberg began creating the Agile hedge funds, TAS clients were encouraged to invest in them. The name "safety" in all the funds to convey the notion that the funds were intended as relatively safe investment vehicles designed for conservative investors. Greenberg, acting individually and through TAS and Agile Group, repeatedly stated that the Agile hedge funds achieved much better returns with less risk than traditional mutual fund and bond investments.

25. At of end of 2006, 83% of the assets under management by TAS were invested in Agile hedge funds. As of June 2008, at least 75 clients over age 60 had more than 80% of their assets under management at TAS invested in Agile hedge funds, and of those 75 clients, at least 40 were over age 70.

26. The Safety Fund, the International Fund, and the Variable Fund were unsuitable as the primary investment for numerous TAS clients. In some instances, it was unsuitable for a client to have invested any of his assets into Agile hedge funds given his investment objectives, age, liquidity needs, financial sophistication, and/or risk tolerance; in other instances, it may have been suitable for a portion of a client's portfolio to have been invested in Agile hedge funds, but it was unsuitable to have invested such a high percentage of the client's portfolio in Agile hedge funds.

27. Greenberg knew or was reckless in not knowing that the Agile hedge funds were not suitable investments for many TAS clients. The risk disclosures in the later PPMs establish that the funds were not suitable. In addition to the risk disclosures outlined above in Paragraph 22, the PPMs made other risk disclosures, including disclosures relating to high fees, very broad discretion in investment management, significant counterparty risk, conflicts of interest, and broad indemnification provisions. Greenberg, acting individually and through TAS, largely ignored these disclosures when recommending investments in the Agile hedge funds. Greenberg also knew or was reckless in not knowing that the Agile hedge funds were not suitable because:

a. Greenberg was aware of the concentrated positions the Safety Fund, the Variable Fund, and the International Fund were taking in certain hedge funds, managers, and strategies as described in Paragraphs 18-20 above. In early 2008, some members of the portfolio team (including two recent hires with substantial outside experience) raised concerns about concentrations in certain strategies and funds and suggested placing limits on those concentrations, but Greenberg refused to implement any such limits.

b. Greenberg knew, or was reckless in not knowing, that the Agile hedge funds had significant transparency risks because they could not generally examine the specific holdings of any hedge fund in which the Agile hedge funds invested. Greenberg also knew, or was reckless in not knowing, that the Agile hedge funds had significant liquidity risks because they could not move quickly in and out of particular funds due to various redemption restrictions in those funds. Greenberg also knew, or was reckless in not knowing, of significant leverage risks because the Agile hedge funds were using leverage, and the hedge funds those funds were investing in also often used leverage.

c. Greenberg was aware of numerous general risks relating to hedge fund investing. For example, he knew that particular hedge fund strategies had unexpectedly failed in the past when used by other hedge funds. He was also aware that in certain down market situations in the past, hedge funds and banks had been forced to sell assets at distressed prices. He testified that, by 2008, he was aware of the "tremendous risk embedded in individual hedge funds."

d. Finally, Greenberg knew that the Safety Fund had suffered the largest monthly loss in its history in August 2007. That loss was significantly worse than clients were led to believe could happen in any one month and it increased the measurement of volatility in the fund. In addition, an employee left the firm in 2008 after Greenberg strongly disagreed with the employee's request that a particular client diversify by investing in other unaffiliated funds.

F. MATERIALLY MISLEADING DISCLOSURE CONCERNING ADVISORY FEES TO BE CHARGED ON INVESTMENTS IN AN AFFILIATED FUND

28. From inception, the PPMs for the Safety Fund, the International Fund, and the Variable Fund generally provided that no additional fees would be charged if capital was allocated to an affiliated fund. Consistent with that disclosure, Agile Group did not charge such additional management and performance fees on investors' original capital. Agile Group did, however, charge additional management and performance fees on the leveraged portion of the Safety Fund, the International Fund, and the Variable Fund's investment in the Performance Fund. Greenberg approved the payment of fees to Agile Group on the leverage. The PPMs failed to adequately disclose the additional management and performance fees that would be charged on leverage, that significant layering of fees could occur, and the conflicts of interest from having these funds invest in the Performance Fund. Although Agile Group increased its disclosure in December 2006 after a compliance examination conducted by SEC examiners in 2006, the firm earned at least $2 million in additional revenue from the improperly disclosed fee arrangement between 2003 and 2006, and Greenberg (as majority owner of Agile Group) directly benefitted from those fees.

G. INADEQUATE COMPLIANCE POLICIES AND PROCEDURES, AND NONCOMPLIANCE WITH THE CUSTODY RULE

29. Between 2003 and 2008, TAS and Agile Group, aided and abetted and caused by Greenberg, failed to adopt and implement adequate compliance policies and procedures reasonably designed to prevent violation of the Advisers Act, including failing to adopt and implement adequate policies and procedures relating to conflicts of interest, suitability, and Agile Group's role as a hedge fund manager. For example, Greenberg failed to ensure that adequate policies and procedures were developed and/or implemented for determining when it would be suitable for clients to invest in complex hedge fund products, particularly for those clients that were unsophisticated, elderly, on limited incomes, and/or risk-averse, and he failed to ensure that adequate supervisory procedures were developed and/or implemented relating to those determinations.

30. Between 2005 and 2009, Agile Group had custody of client funds, and aided and abetted and caused by Greenberg, it repeatedly failed to comply with the custody rule because account statements were not provided by a qualified custodian to investors on a quarterly basis for the various Agile hedge funds nor were audited financial statements distributed to investors within 180 days after the end of the hedge fund's fiscal years.

H. OTHER FEE AND EXPENSE ISSUES BY WHICH GREENBERG BREACHED HIS FIDUCIARY DUTY TO CLIENTS

31. Greenberg, through Agile Group, improperly caused the Safety Fund to pay approximately one-third of the rent for Greenberg's personal New York apartment despite objections by other employees. After the SEC compliance examination, these charges were refunded to the Safety Fund in 2007.

32. Greenberg, through Agile Group, failed to properly refund a performance fee overcharge to their present and former clients. Agile Group discovered that it overcharged certain affiliated hedge funds by $233,000 in 2005 because it made mistakes in calculating the performance fee. About 40 investors who had withdrawn their investments from the funds received no reimbursement of the overcharges to their accounts, and Agile Group wrongfully retained those funds. For current investors in the funds, Greenberg decided to refund the overcharges by a means of a credit against future fees over a 24-month period instead of refunding the overcharge immediately. After the SEC compliance examination, Agile Group provided refunds to all present and former investors in 2007.

I. <u>VIOLATIONS</u>

33. As a result of the conduct described above, Greenberg willfully violated Section 17(a) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, which prohibit fraudulent conduct in the offer and sale of securities and in connection with the purchase or sale of securities.

34. As a result of the conduct described above, Greenberg willfully violated Sections 206(1) and 206(2) of the Advisers Act, which prohibit fraudulent conduct by an investment adviser.

35. As a result of the conduct described above, Greenberg willfully violated Section 206(4) of the Advisers Act and Rule 206(4)-8 promulgated thereunder, which prohibit fraudulent conduct by an investment adviser to a pooled investment vehicle.

36. As a result of the conduct described above, Agile Group, willfully aided and abetted and caused by Greenberg, willfully violated Section 206(4) of the Advisers Act and Rule 206(4)-2 promulgated thereunder, which require that investment advisers who maintain custody or possession of client assets either provide clients with account statements from a qualified custodian at least quarterly or distribute audited financial statements to investors within 180 days of the end of the fiscal year.

37. As a result of the conduct described above, Agile Group and TAS, willfully aided and abetted and caused by Greenberg, willfully violated Section 206(4) of the Advisers Act and Rule 206(4)-7 promulgated thereunder, which require that all investment advisers adopt and implement policies and procedures reasonably designed to prevent violations of the Advisers Act.

III.

In view of the allegations made by the Division of Enforcement, the Commission deems it necessary and appropriate in the public interest that public administrative and cease-and-desist proceedings be instituted to determine:

A. Whether the allegations set forth in Section II are true and, in connection therewith, to afford Respondent an opportunity to establish any defenses to such allegations;

B. What, if any, remedial actions are appropriate in the public interest against Respondent pursuant to Section 15(b) of the Exchange Act including, but not limited to, civil penalties pursuant to Section 21B of the Exchange Act;

C. What, if any, remedial actions are appropriate in the public interest against Respondent pursuant to Section 9(b) of the Investment Company Act including, but not limited to, civil penalties pursuant to Section 9(d) of the Investment Company Act;

D. What, if any, remedial actions are appropriate in the public interest against Respondent pursuant to Section 203(f) of the Advisers Act including, but not limited to, civil penalties pursuant to 203(i) of the Advisers Act;

E. Whether, pursuant to Section 8A of the Securities Act, Section 21C of the Exchange Act, and Section 203(k) of the Advisers Act, Respondent should be ordered to cease and desist from committing or causing violations and any future violations of Section 17(a) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Sections 206(1), 206(2), and 206(4) of the Advisers Act and Rules 204-2, 206(4)-2, 206(4)-7, and 206(4)-8 thereunder, and whether Respondent should be ordered to pay disgorgement plus prejudgment interest thereon and provide an accounting pursuant to Section 8A of the Securities Act, Section 21C of the Exchange Act, and Section 203(k) of the Advisers Act.

F. Whether, pursuant to Section 308 of the Sarbanes-Oxley Act, a Fair Fund should be established for the benefit of defrauded investors to distribute to affected investors any disgorgement, prejudgment interest, and civil penalty payments that may be made.

IV.

IT IS ORDERED that a public hearing for the purpose of taking evidence on the questions set forth in Section III hereof shall be convened not earlier than 30 days and not later than 60 days from service of this Order at a time and place to be fixed, and before an Administrative Law Judge to be designated by further order as provided by Rule 110 of the Commission's Rules of Practice, 17 C.F.R. § 201.110.

IT IS FURTHER ORDERED that Respondent shall file an Answer to the allegations contained in this Order within twenty (20) days after service of this Order, as provided by Rule 220 of the Commission's Rules of Practice, 17 C.F.R. § 201.220.

If Respondent fails to file the directed answer, or fails to appear at a hearing after being duly notified, Respondent may be deemed in default and the proceedings may be determined against him upon consideration of this Order, the allegations of which may be deemed to be true as provided by Rules 155(a), 220(f), 221(f) and 310 of the Commission's Rules of Practice, 17 C.F.R. §§ 201.155(a), 201.220(f), 201.221(f) and 201.310.

This Order shall be served forthwith upon Respondent personally or by certified mail.

IT IS FURTHER ORDERED that the Administrative Law Judge shall issue an initial decision no later than 300 days from the date of service of this Order, pursuant to Rule 360(a)(2) of the Commission's Rules of Practice.

In the absence of an appropriate waiver, no officer or employee of the Commission engaged in the performance of investigative or prosecuting functions in this or any factually related proceeding will be permitted to participate or advise in the decision of this matter, except as witness or counsel in proceedings held pursuant to notice. Since this proceeding is not "rule making" within the meaning of Section 551 of the Administrative Procedure Act, it is not deemed subject to the provisions of Section 553 delaying the effective date of any final Commission action.

By the Commission.

Elizabeth M. Murphy
Secretary

Service List

Rule 141 of the Commission's Rules of Practice provides that the Secretary, or another duly authorized officer of the Commission, shall serve a copy of the Order Instituting Administrative and Cease-and-Desist Proceedings Pursuant to Section 8A of the Securities Act of 1933, Sections 15(b) and 21C of the Securities Exchange Act of 1934, Sections 203(f) and (k) of the Investment Advisers Act of 1940, and Section 9(b) of the Investment Company Act of 1940 ("Order"), on the Respondent and his legal agent.

The attached Order has been sent to the following parties and other persons entitled to notice:

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