

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF SAGEPOINT FINANCIAL, INC.
CORPORATE LICENSE: 1000003573**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, SagePoint Financial, Inc., (hereinafter "SAGEPOINT") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and business entities; and

WHEREAS, SAGEPOINT currently holds a non-resident Corporation (Business Entity) License with the Department; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires designated producers on behalf of the licensed business entity to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, SAGEPOINT was involved in a proceeding before the Louisiana Department of Insurance resulting in the entering of a Consent Order on October 6, 2015 assessing an administrative penalty in the amount of \$500.00, which was not reported to the N.C.

Department of Insurance in a timely manner as required by North Carolina General Statute §§ 58-33-32(k); and

WHEREAS, SAGEPOINT was involved in a proceeding before the Missouri Department of Securities resulting in the entering of an Order on December 4, 2013 assessing an administrative penalty, payment of restitution, and the costs of the investigation, which was not reported to the N.C. Department of Insurance in a timely manner as required by North Carolina General Statute §§ 58-33-32(k); and

WHEREAS, SAGEPOINT was involved in a proceeding before FINRA resulting in Censure and the imposition of a monetary penalty on December 20, 2011, which was not reported to the N.C. Department of Insurance in a timely manner as required by North Carolina General Statute §§ 58-33-32(k); and

WHEREAS, SAGEPOINT admits to these violations of North Carolina General Statute §§ 58-33-32(k); and

WHEREAS, SAGEPOINT has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against SAGEPOINT; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, SAGEPOINT and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, SAGEPOINT shall pay a civil penalty of **\$750.00** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." SAGEPOINT shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **February 29, 2016**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of SAGEPOINT, or in any other complaints involving SAGEPOINT.

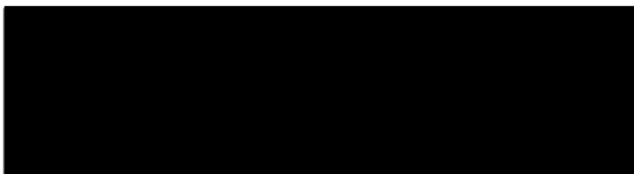
3. SAGEPOINT enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. SAGEPOINT understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. SAGEPOINT understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to SAGEPOINT shall reflect that Regulatory Action has been taken against it. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

4th March

This the 12 day of February, 2016

SAGEPOINT FINANCIAL, INC.
Corporate License No. 100003573

North Carolina Dept. of Insurance



By: Justin Sacca
Chief Compliance Officer



By: Angela Ford
Senior Deputy Commissioner

3-4-16