

STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER, SUITE 860
120 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Richard E. Riner,

Respondent.

ODS File No. 04-099

ORDER TO CEASE AND DESIST

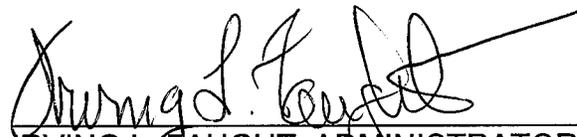
The Oklahoma Department of Securities (Department) conducted an investigation into the activities of the named Respondent pursuant to Section 405 of the Oklahoma Securities Act (Predecessor Act), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001 and Supp. 2003), and Section 1-602 of the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003).

In order to resolve the issues raised in connection with the Department's investigation, Respondent voluntarily executed the Agreement that is attached hereto as *Exhibit "A"* and incorporated herein by reference and consented to the issuance of this Order.

IT IS HEREBY ORDERED that Richard E. Riner cease and desist from engaging in violations of Sections 201 and 301 of the Predecessor Act and Sections 1-301 and 1-401 of the Act and from doing any act in furtherance thereof in any capacity.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 16th day of December, 2004.

(SEAL)



IRVING L. FAUGHT, ADMINISTRATOR OF THE
OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

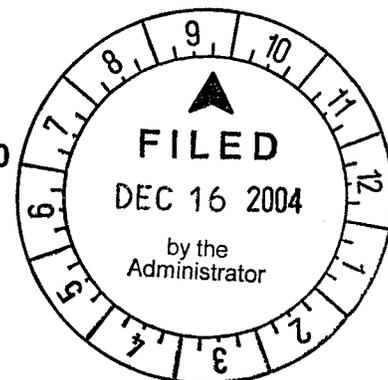
The undersigned hereby certifies that on the 16th day of December, 2004, a true and correct copy of the above and foregoing Agreement and Order to Cease and Desist was mailed by certified mail, return receipt requested, delivery restricted, with postage prepaid thereon addressed to:

Richard E. Riner
125 Moore Street, Suite 103
San Marcos, TX 78666



Brenda London Smith
Paralegal

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In the Matter of:

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Respondent.

ODS File No. 04-099

AGREEMENT

An investigation into the activities of Richard E. Riner (Respondent) was conducted by the Oklahoma Department of Securities (Department), pursuant to Section 405 of the Oklahoma Securities Act (Predecessor Act), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001 and Supp. 2003), and Section 1-602 of the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003), concerning possible violations of Sections 201 and 301 of the Predecessor Act.

The Department's investigation revealed that Respondent, as an individual and/or doing business as Southwest Income Management, offered and/or sold securities during calendar year 2003, in and/or from Oklahoma, in the nature of lease interests in timeshare motor coaches. The lease interest (Universal Coach Lease) provided purchasers with the right to use a luxury motor coach for an initial term of three (3) years, renewable for three (3) additional terms of three (3) years each. The Universal Coach Lease further provided that Universal Luxury Coaches would manage, maintain, and repair the motor coaches and procure and maintain insurance during the term of the lease.

Certain of the lease interests were sold in conjunction with a program called the Affinity Rental Program Agreement (Affinity Program). The Affinity Program allowed investors to assign their lease interests to Universal Luxury Coaches who guaranteed to rent and manage the lease interests on behalf of the investors with promises of 10% return on their investments. Investors' returns were entirely contingent on the abilities of Universal Coach Lease and/or its agents to secure motor coaches, identify potential renters, execute the appropriate documents to secure a sublease, manage and maintain the motor coaches, collect rental payments, and remit profits to investors.

In 2003, Respondent sold the Universal Coach Lease, coupled with the Affinity Program, to at least two (2) Oklahoma investors.

The Department's investigation further revealed that beginning in 2000, Respondent offered and/or sold securities to Oklahoma residents in the nature of lease interests in timeshare vacation properties offered by Yucatan Resorts, S.A. de C.V.

(Yucatan). The lease interests were offered in conjunction with a program through which investors could assign their lease interest to a third party who guaranteed to rent and manage the lease interest for investors. Investors were told they would receive a return on investment of 11% per year. The Oklahoma investors in the Yucatan program chose to assign the rental and management of the lease interests to the third party.

The Department's investigation further revealed that at all times material hereto, Rhiner was licensed by the Oklahoma Insurance Department to sell various insurance products. Some of the Oklahoma investors in the Yucatan program and/or Universal Coaches program were clients to whom Rhiner had previously sold insurance products or provided estate planning services. This prior relationship with Rhiner fostered trust by investors. All of the investors expected to receive income from their investments.

The timeshare interests offered by Respondent were not registered pursuant to Section 301 of the Predecessor Act and no claim of an exemption from the registration provisions of the Predecessor Act was filed with the Administrator pursuant to Section 401 of the Act.

Respondent was not registered under the Predecessor Act to transact business in the state of Oklahoma as an agent of a broker-dealer or an issuer.

Respondent desires to settle this matter expeditiously and in a manner consistent with the purposes fairly intended by the policies and provisions of the Act.

The undersigned parties hereto agree as follow:

1. **Order to Cease and Desist.** Respondent agrees to the issuance of a Order to Cease and Desist in the form of *Exhibit "A"* attached hereto and made a part hereof (the "Order") and voluntarily waives his right to notice, hearing, and appeal as provided by the Predecessor Act and the Act, the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities (Rules), and the Oklahoma Administrative Procedures Act, Okla. Stat. tit. 75, § 250 *et. seq.*

2. **Surrender of License.** Respondent agrees to voluntarily surrender his license with the Oklahoma Insurance Department and agrees he will not offer and/or sell insurance products in and/or from Oklahoma for a period of fifteen (15) years from the date of this Agreement.

3. **Entire Agreement.** Respondent voluntarily consents to the issuance of the Order, and represents that the consent and waivers contained herein are voluntary and given without threat, offer, promise, or inducement of any kind or nature having been made or given by the Department, its staff, or the Administrator. Other than the Order, this writing constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement,

modification, or amendment to this Agreement shall be binding unless executed in writing by each of the parties hereto.

4. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action in connection with information obtained by the Administrator against Respondent, the Administrator may assist in such actions as authorized by law. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions to which it relates.

5. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

6. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondent in connection with the offer and/or sale of the above described securities; provided, however, should Respondent fail to comply with the terms of this Agreement in any material respect or if Respondent has made any false or misleading statements to the Department in connection with this matter, the Department will initiate action against Respondent as authorized by law.

7. **Applicability.** This Agreement applies only to the activities of Respondent and to no others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth below their signatures hereto.

RICHARD E. RINER:



Date: Dec 9 - 2004

OKLAHOMA DEPARTMENT OF SECURITIES:

By: 

Irving L. Faught, Administrator

Date: 12/16/04