



Harbour Portfolio II, LLC (“Harbour II”), Harbour Portfolio IV, LLC (“Harbour IV”), and Cavco Holdings, LLC (“Cavco”) (collectively, the “Vose Entities”).

2. On October 14, 2011, the Commission instituted the above-captioned action, and the Receiver was appointed as receiver for the Receivership Entities through the Court’s entry of the Agreed Order Appointing Receiver Over Entities Under Control of James G. Temme (Dkt. No. 24); Agreed Order Appointing Receiver Over Stewardship Fund, LP, and Related Entities (Dkt. No. 25); and Order Appointing Receiver Over James Temme (Dkt. No. 30) (together, the “Receiver Orders”). Pursuant to the Receiver Orders, the Receiver is to “immediately take and have complete and exclusive control, possession, and custody of the Receivership Estate and to any assets traceable to assets owned by the Receivership Estate.” Agreed Order Appointing Receiver Over Entities Under Control of James G. Temme ¶ 4 (Dkt. No. 24).

**A. Harbour I**

3. In July 2008, Harbour I attempted to purchase 221 distressed real estate mortgages and corresponding notes for a purchase price of \$2,032,395.69. As part of the transaction, each mortgage should have been assigned to Harbour I (and the assignment recorded) and an allonge should have been executed for each note indicated that Harbour I was the new holder of the note. Although the transaction closed in July 2008, few, if any, of the mortgage assignments or allonges were ever executed or recorded. As a result, the Receivership Estate claims an interest in the remaining mortgages and notes owned by Harbour I.<sup>1</sup>

4. Harbour I disputes the Receivership Estate’s claimed interest in the mortgages and notes and has indicated that it would contest any claim asserted by the Receiver.

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<sup>1</sup> Of the initial 221 assets purchased by Harbour I, 111 were disposed of prior to the initiation of the Receivership.

5. In order to avoid the costs and expenses of litigating the Receiver's claims against Harbour I, the Receiver and Harbour I have agreed to an Assignment of Assets (attached hereto as Exhibit A), in which Harbour I will transfer its interest in eighty (80) mortgages and notes to the Receivership Estate and will retain its interest in thirty (30) mortgages and notes. Additionally, Harbour I will relinquish any interest in the eighty mortgages assigned to the Receivership Estate and each party agrees to mutually release the other from potential claims arising out of the transactions between Harbour I and the Receivership Entities.

**B. Harbour II**

6. In November 2008, Harbour II attempted to purchase 172 distressed real estate mortgages and corresponding notes for a purchase price of \$1,321,103.80. As part of the transaction, each mortgage should have been assigned to Harbour II (and the assignment recorded) and an allonge should have been executed for each note indicated that Harbour II was the new holder of the note. Although the transaction closed in November 2008, few, if any, of the mortgage assignments or allonges were ever executed or recorded. As a result, the Receivership Estate claims an interest in the remaining mortgages and notes owned by Harbour II.<sup>2</sup>

7. Harbour II disputes the Receivership Estate's claimed interest in the mortgages and notes and has indicated that it would contest any claim asserted by the Receiver.

8. In order to avoid the costs and expenses of litigating the Receiver's claims against Harbour II, the Receiver and Harbour II have agreed to an Assignment of Assets (attached hereto as Exhibit B), in which Harbour II will transfer its interest in thirty seven (37) mortgages and notes to the Receivership Estate and will retain its interest in thirty four (34) mortgages and

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<sup>2</sup> Of the initial 172 assets purchased by Harbour II, 108 were disposed of prior to the Receivership.

notes. Additionally, Harbour II will relinquish any interest in the thirty seven mortgages assigned to the Receivership Estate and each party agrees to mutually release the other from potential claims arising out of the transactions between Harbour II and the Receivership Entities.

**C. Harbour IV**

9. In February 2010, Harbour IV attempted to purchase 199 distressed real estate mortgages and corresponding notes for a purchase price of \$645,000. The mortgages and notes were previously owned by a third party entity and were titled in its name. As part of the transaction, each mortgage should have been assigned to Harbour IV (and the assignment recorded) and an allonge should have been executed for each note indicated that Harbour IV was the new holder of the note. Although the transaction closed in February 2010, few, if any, of the mortgage assignments or allonges were ever executed or recorded. As a result, many of the properties remain titled in the name of the third party. Because assignments to Harbour IV were not completed, Receivership Estate claims an interest in the remaining mortgages and notes owned by Harbour IV.<sup>3</sup>

10. Harbour IV disputes the Receivership Estate's claimed interest in the mortgages and notes and has indicated that it would contest any claim asserted by the Receiver.

11. In order to avoid the costs and expenses of litigating the Receiver's claims against Harbour IV, the Receiver and Harbour IV have agreed to an Asset Disposition Agreement (attached hereto as Exhibit C). Because the mortgages and notes have not been properly assigned to either a Receivership Entity or Harbour IV, the Receiver and Harbour IV have agreed to work together to clear any title issue and otherwise preserve the assets until they can be disposed. Under the Asset Disposition Agreement, all assets will be sold as soon as practicable

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<sup>3</sup> Of the 199 assets purchased by Harbour IV, 50 were disposed of prior to the Receivership.

with the proceeds being distributed as follows: (i) repayment of \$29,000 in expenses incurred to date by Harbour IV to preserve the assets; (ii) payment of interest on future advances by Harbour IV to preserve the assets; (iii) payment of the principle balance of advances by Harbour IV to preserve the assets; (iv) payment to the Receiver for any expenses incurred in curing title to the assets; and (v) division of net proceeds 40% to the Receivership Estate and 60% to Harbour IV. The Asset Disposition Agreement further provides that the Receiver and Harbour IV shall use their best efforts to dispose of all assets within six months and, in the event they cannot, shall meet and confer to determine the course of action that will maximize the value of the assets.

12. Moreover, each party agrees to mutually release the other from potential claims arising out of the transactions between Harbour IV and the Receivership Entities.

**D. Cavco**

13. From March 2009 to June 2010, Cavco attempted to purchase 203 distressed real estate mortgages and corresponding notes for a total purchase price of approximately \$917,000. The mortgages and notes were previously owned by a third party entity and were titled in its name. As part of the transaction, each mortgage should have been assigned to Cavco (and the assignment recorded) and an allonge should have been executed for each note indicated that Cavco was the new holder of the note. Few, if any, of the mortgage assignments or allonges were ever executed or recorded. As a result, many of the properties remain titled in the name of the third party. Because assignments to Cavco were not completed, Receivership Estate claims an interest in the remaining mortgages and notes owned by Cavco.<sup>4</sup>

14. Cavco disputes the Receivership Estate's claimed interest in the mortgages and notes and has indicated that it would contest any claim asserted by the Receiver.

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<sup>4</sup> Of the 179 assets initially purchased by Cavco, 52 were disposed of prior to the Receivership.

15. In order to avoid the costs and expenses of litigating the Receiver's claims against Cavco, the Receiver and Cavco have agreed to an Asset Disposition Agreement (attached hereto as Exhibit D). Because the mortgages and notes have not been properly assigned to either a Receivership Entity or Cavco, the Receiver and Cavco have agreed to work together to clear any title issue and otherwise preserve the assets until they can be disposed. Under the Asset Disposition Agreement, all assets will be sold as soon as practicable with the proceeds being distributed as follows: (i) payment of interest on future advances by Cavco to preserve the assets; (ii) payment of the principle balance of advances by Cavco to preserve the assets; (iv) payment to the Receiver for any expenses incurred in curing title to the assets; and (v) division of net proceeds 40% to the Receivership Estate and 60% to Cavco. The Asset Disposition Agreement further provides that the Receiver and Cavco shall use their best efforts to dispose of all assets within six months and, in the event they cannot, shall meet and confer to determine the course of action that will maximize the value of the assets.

16. Moreover, each party agrees to mutually release the other from potential claims arising out of the transactions between Cavco and the Receivership Entities.

17. The Receiver believes that the cost to litigate its potential claims against the Vose Entities would exceed or greatly diminish the value of any recovery for the Receivership Estate. The Receiver further believes that the agreements between the Vose Entities and Receiver are fair and equitable and in the best interest of the Receivership Estate. Accordingly, the Receiver seeks authorization from the Court to enter into the agreements attached hereto as Exhibits A-D.

## II.

### ARGUMENT

7. A federally appointed receiver is permitted to enter into settlement agreements so long as he does so in good faith, within the terms of his appointment, and without misconduct, gross negligence, or criminal intent. *See, e.g., Securities and Exchange Com'n v. Funding Resource Group*, 2003 WL 21500431, at \* 1 (N.D. Tex. April 22, 2003); *Hawk v. Williams*, 2002 WL 31255096, at \*5 (N.D. Tex. Oct. 4, 2002); *Brewer v. Hill*, 453 F.Supp. 67, 69 (N.D. Tex. 1978).

8. The Receiver was appointed in this matter according to the Agreed Order Appointing Receiver Over Entities Under Control of James G. Temme (Dkt. No. 24); Agreed Order Appointing Receiver Over Stewardship Fund, LP, and Related Entities (Dkt. No. 25); and Order Appointing Receiver Over James Temme (Dkt. No. 30) (together, the “Receiver Orders”). Pursuant to the Receiver Orders, the Receiver is to “immediately take and have complete and exclusive control, possession, and custody of the Receivership Estate and to any assets traceable to assets owned by the Receivership Estate.” Agreed Order Appointing Receiver Over Entities Under Control of James G. Temme ¶ 4 (Dkt. No. 24).

9. Moreover, under the Receiver Orders the Receiver is entitled to “contract and negotiate with any claimants against the Receivership Estate (including, without limitation, creditors) for the purpose of compromising or settling any claim . . . Perform all acts necessary to conserve, hold, manage, and preserve the value of the Receivership Estate, in order to prevent any irreparable loss, damage, and injury to the Estate [and] Enter into such agreements in connection with the administration of the Receivership Estate.” Agreed Order Appointing Receiver Over Stewardship Fund, LP, and Related Entities ¶ 5(f)(h) (Dkt. No. 25).

10. The Receiver believes in good faith that the agreements with the Vose Entities are in the best interest of the Receivership Estate and that they will result in recovery of Receivership Estate assets that would otherwise be irreparably devalued or lost entirely. Accordingly, the Receiver seeks immediate Court approval of the greements attached hereto as Exhibits A-D.

**III.**

**RELIEF REQUESTED**

The Receiver seeks immediate approval of the attached agreements. The Receiver believes that they maximizes value of the Receivership Estate. For these reasons, the Receiver seeks immediate approval of the attached agreements.

Dated: April 25, 2012

**BRYAN CAVE LLP**

By: //s// Bradley J. Purcell

Keith Miles Aurzada  
State Bar No. 24009880  
Jay L. Krystinik  
State Bar No. 24041279  
Bradley J. Purcell  
State Bar No. 24063965

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*Counsel for Keith Miles Aurzada, Receiver*



**CERTIFICATE OF CONFERENCE**

I have discussed the relief requested herein with David Reece of the Securities and Exchange Commission. The relief requested herein is not opposed by the Securities and Exchange Commission.

//s// Bradley J. Purcell

Bradley J. Purcell

**CERTIFICATE OF SERVICE**

I certify that on April 25, 2012, I served a true and correct copy of the foregoing pleading by United States First Class Mail, postage prepaid, to the following in accordance with the Federal Rules of Civil Procedure:

David Reece  
United States Securities and Exchange Commission  
Burnett Plaza, Suite 1900  
801 Cherry Street  
Fort Worth, Texas 76102

John Helms, Jr.  
Helms, Roberts & Diaz LLP  
6060 N. Central Expressway, Suite 560  
Dallas, Texas 75206  
COUNSEL FOR JAMES G. TEMME

Jim L. Flegle  
Loewinsohn Flegle Deary  
12377 Merit Drive  
Suite 900  
Dallas, TX 75251  
COUNSEL FOR THE VOSE ENTITIES

Moreover, the foregoing will be uploaded to [www.stewardshipfundreceivership.com](http://www.stewardshipfundreceivership.com)

//s// Bradley J. Purcell

Bradley J. Purcell

## ASSIGNMENT OF ASSETS

This Assignment of Assets (“Assignment”) is entered into as of the \_\_\_\_ day of April, 2012 (the “Effective Date”), by and between Harbour Portfolio I, LLC (“Assignor”) and Keith M. Aurzada as Receiver for James G. Temme, Stewardship Fund, LP and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP (“Assignee”).

### RECITALS

**WHEREAS**, on October 14, 2011, the Securities and Exchange Commission instituted Civil Action No. 4:11-cv-655, *Securities and Exchange Commission v. Temme and Stewardship Fund, LP*, in the United States District Court for the Eastern District of Texas, Sherman Division (“SEC Action”); and

**WHEREAS**, on October 28, 2011, the Assignee was appointed Receiver in the SEC Action pursuant to various Court Orders therein (including Docs. 24, 25, and 30) for the Receivership Estate (as defined in the Court Orders); and

**WHEREAS**, Receiver is tasked with taking exclusive custody and control of all assets and records of, or traceable to, Stewardship Fund, LP and all entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, for the benefit of the Receivership Estate and ultimately the investors and creditors of Stewardship Fund, and to take such actions deemed prudent by Receiver to maximize the recoveries for the Receivership Estate; and

**WHEREAS**, Harbour Portfolio I, LLC believes that none of its assets are traceable to the Receivership Estate because (1) the subject transactions were executed for fair market value on an open market with a third party as the counterparty and (2) Assignor has obtained actual physical possession of the notes it purchased; and

**WHEREAS**, Assignee, as Receiver, has determined that Harbour Portfolio I, LLC is an entity whose assets are subject to the Receivership Estate, to the extent certain assets were titled to a Receivership Entity; and

**WHEREAS**, the Receiver has advised Harbour Portfolio I, LLC that the Receiver considers assets held by Harbour Portfolio I, LLC to be assets traceable to the Receivership Estate; and

**WHEREAS**, no party to this Assignment acknowledges fault or liability in connection with any action related to Harbour Portfolio I, LLC; and

**WHEREAS**, to avoid the costs and expenses of resolving the Receiver’s claim to Harbour Portfolio I, LLC transactions and assets, the Assignor and Assignee agree to the terms of this Assignment in full compromise and settlement of the Assignee’s claims, for the benefit of the Receivership Estate, to any money or asset currently or previously held by Harbour Portfolio I, LLC;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

**Prompt Execution of Necessary Documents**

Both Assignor and Assignee acknowledge and agree that many of the management and disposition processes related to this Agreement are document intensive and time sensitive (*e.g.* executing the documents necessary to cure title).

Both Assignor and Assignee acknowledge and agree that prompt execution of documents related to this Agreement or to any asset subject to this Agreement will not be unreasonably withheld.

Within thirty-six hours of being presented with a document related to this Agreement or to any asset subject to this Agreement, Assignor and Assignee agree to either: (1) sign and/or execute and return said documents; or (2) communicate in writing that they do not intend to sign said document and communicate in writing their reason(s) for refusal.

**Court Approval**

This Assignment is subject to Court approval in the SEC Action. The Receiver agrees to seek approval of this Assignment forthwith upon its execution. The effective date of this agreement (“Effective Date”) shall be the date of Court approval.

**Assets Assigned**

Assignor hereby assigns to the Assignee the seventy-two (72) Non-Performing Notes listed on Exhibit A to this Assignment effective on the date of Court approval in the SEC Action.

Assignor further assigns to the Assignee the eight (8) non-performing notes identified on Exhibit B to this Assignment effective on the date of Court approval in the SEC Action. Pursuant to agreement by Assignee, these notes were selected by sorting the thirty-eight (38) properties by average unpaid balance (UPB) and selecting every fourth property so that the notes on Exhibit B have an average UPB as similar as possible to the average unpaid balance of the thirty-eight (38) non-performing notes currently held by Assignor that have received at least one payment in the previous one hundred eighty (180) days.

**Past and Future Payments**

Each party to this Assignment is released from any obligation to make any further payment to any other party to this Assignment related to Harbour Portfolio I, LLC.

Assignor hereby relinquishes all rights to reimbursement from the Receivership Estate for capital expended acquiring and/or maintaining any asset currently or previously held by Assignor.

Assignee hereby relinquishes all rights to seek payment or damages from Assignor regarding any payment or transaction related to Assignor, including payments or damages related to any asset currently or previously held by Assignor.

**Release of All Past, Present and Future Claims**

Contingent upon the execution of this Assignment and Court approval, Assignee, on behalf of the Receivership Estate, hereby releases, acquits and forever discharges Assignor and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel (the "Released Parties") from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation for known and unknown acts that occurred prior to the Effective Date, and covenants not to sue or threaten to sue any Released Party on account of any such claim.

**IN WITNESS WHEREOF**, each of the undersigned parties to this Assignment has caused this Assignment to be duly executed by a duly authorized representative.

ASSIGNEE

By: \_\_\_\_\_  
Keith Miles Aurzada  
As Receiver for the Receivership Estate in the SEC Action

ASSIGNOR:

By: \_\_\_\_\_  
Charles A. Vose III  
Individually and as President of Harbour Portfolio I, LLC

**EXHIBIT A**

<b>AMX</b>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1929	16762-64 Woodingham Dr.	Detroit	MI	48221
2033	4395 Balfour	Detroit	MI	48224
2077	1114 Shuler Avenue	Hamilton	OH	45011
2006	628-630 Eastern Avenue	Indianapolis	IN	46204
2084	2429 W. Alexis Rd.	Toledo	OH	43613
1944	824 Scottwood Street	Pontiac	MI	48340
2101	4913 Crooks Rd., Unit 24	Royal Oak	MI	48073
1994	5004 N. Pearl St.	Jacksonville	FL	32206
1926	5800 Lenox Street	Detroit	MI	48213
1927	7415 Piedmont	Detroit	MI	48228
2043	350 SW Brown	Grand Rapids	MI	49507
2044	1019 Bates SE	Grand Rapids	MI	49507
2000	801 E. 9th St.	Auburn	IN	46706
1936	26669 Penn St.	Inkster	MI	48141
1908	514 Oak St.	Adrian	MI	49221
2014	416 North 13th Street	Kansas City	KS	66102
2097	3205 Valencia Drive	Killeen	TX	76542
2081	162 Wiloon Avenue	Steubenvill	OH	43952
2054	52 South Merrimac Street	Pontiac	MI	48340
1993	10867 Williamson Rd.	Meadville	PA	16335
1928	9642 Meyers	Detroit	MI	48227
2039	8061 Patton St.	Detroit	MI	48228
2074	2262 Cardstone Dr.	Columbus	OH	43232
1910	975 Monroe	Benton Harbor	MI	49022
1894	1641 East Comer Ave.	Indianapolis	IN	46203
1878	702 Sally Ann Circle	Birmingham	AL	35215
2093	522A-522B 524 N. Logan Blvd.	Burnham	PA	17009
1909	17 Groveland Street	Battle Creek	MI	49017
1996	2007 S. 15th Ave.	Broadview	IL	60155
1986	704 North Wood Street	Gladewater	TX	75647
1897	3754 Creston Drive	Indianapolis	IN	46222
1886	452 North Cottage Avenue	Kankaxee	IL	60901
1892	2801 New Haven Avenue	Fort Wayne	IN	46306
1924	13434 Gamden	Detroit	MI	48213
2076	124 S. Monmouth Street	Dayton	OH	45403
2034	2268 Highland	Detroit	MI	48206
1955	1854 Sweetie Rd.	Fayetteville	NC	28301
1899	1601 West 15th Street	Mincie	IN	47302
1932	1118 Lincoln Avenue	Flint	MI	48507
1950	8619 Smart Ave.	Kansas City	MO	64125
2087	40 Matta Ave.	Youngstown	DH	44509
2011	2406 East 16th Street	Muncie	IN	47302
2094	5732 Crittenden Street	Philadelphia	PA	19138
1896	1915 N. Dearborn Street	Indianapolis	IN	46218
2061	619 Bennington	Kansas City	MO	64125
1988	HC70 Box 188 Aarons Fork	Elkview	WV	25071

**EXHIBIT A**

2008	4810 W. Naomi Street	Indianapolis	IN	46241
2010	704 South Western Avenue	Marion	IN	46953
1890	209 East Missouri Street	Evansville	IN	47711
1954	406 Front Street	Sidon	MS	38954
1883	830 Madison Drive	Pensacola	FL	32505
2091	1808 Southwest 17th Street	Oklahoma City	OK	73108
2096	9614 North U.S. Hwy 287	Amarillo	TX	79108
1953	533 Eastview Street	Jackson	MS	39209
1952	509 Wheeler Street	Itta Bena	MS	38941
2004	3202 Abbott Street	Fort Wayne	IN	46806
2007	943-945 W. 33rd Street	Indianapolis	IN	46208
1882	393 Jasper Hill Road	New Hope	AL	35760
2041	956 Vosburg	Flint	MI	48503
2026	17359 Hamburg	Detroit	MI	48205
2017	4135 Forest Oak Drive	Shreveport	LA	71109
2032	5295 Montclair	Detroit	MI	48219
2013	436 Chicago Street	South Bend	IN	46619
1991	4408 41st Way North	Birmingham	AL	35217
1956	10380 Hwy 18 South	Sparta	NC	28675
2067	133 Wende Street	Buffalo	NY	14211
1904	211 Walnut	Dearing	KS	67340
2070	859 Hutchins	Cincinnati	OH	45229
2092	625 East 45th Place N	Tulsa	OK	74106
1917	19181 Fenelon	Detroit	MI	48234
1884	585 Jenkins Street	Macon	GA	31201
2001	416 East Green Street	Butler	IN	46721

**Exhibit B**

**Harbour Portfolio I - NPN with Payment to be Assigned to Receiver**

1	12,391.15
2	14,125.47
3	14,786.96
4	15,048.63
5	15,068.98
6	16,286.44
7	16,876.99
8	17,661.82
9	18,126.70
10	19,325.00
11	19,790.70
12	22,118.39
13	22,260.76
14	22,648.62
15	22,782.14
16	23,576.61
17	24,851.62
18	24,994.43
19	25,000.00
20	25,238.47
21	25,251.39
22	28,500.00
23	29,088.66
24	30,065.99
25	30,644.63
26	32,935.13
27	34,239.63
28	35,033.30
29	35,370.75
30	36,518.35
31	38,890.63
32	40,237.20
33	43,394.31
34	49,312.43
35	49,660.39
36	51,196.54
37	51,717.50
38	61,115.33
	<hr/> <hr/>
	1,096,132.04

Average: 28,845.58

## ASSIGNMENT OF ASSETS

This Assignment of Assets (“Assignment”) is entered into as of the \_\_\_\_ day of April, 2012 (the “Effective Date”), by and between Harbour Portfolio II, LLC (“Assignor”) and Keith M. Aurzada as Receiver for James G. Temme, Stewardship Fund, LP and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP (“Assignee”).

### RECITALS

**WHEREAS**, on October 14, 2011, the Securities and Exchange Commission instituted Civil Action No. 4:11-cv-655, *Securities and Exchange Commission v. Temme and Stewardship Fund, LP*, in the United States District Court for the Eastern District of Texas, Sherman Division (“SEC Action”); and

**WHEREAS**, on October 28, 2011, the Assignee was appointed Receiver in the SEC Action pursuant to various Court Orders therein (including Docs. 24, 25, and 30) for the Receivership Estate (as defined in the Court Orders); and

**WHEREAS**, Receiver is tasked with taking exclusive custody and control of all assets and records of, or traceable to, Stewardship Fund, LP and all entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, for the benefit of the Receivership Estate and ultimately the investors and creditors of Stewardship Fund, and to take such actions deemed prudent by Receiver to maximize the recoveries for the Receivership Estate; and

**WHEREAS**, Harbour Portfolio II, LLC believes that none of its assets are traceable to the Receivership Estate because (1) the subject transactions were executed for fair market value on an open market with a third party as the counterparty and (2) Assignor has obtained actual physical possession of the notes it purchased; and

**WHEREAS**, Assignee, as Receiver, has determined that Harbour Portfolio II, LLC is an entity whose assets are subject to the Receivership Estate, to the extent certain assets were titled to a Receivership Entity; and

**WHEREAS**, the Receiver has advised Harbour Portfolio II, LLC that the Receiver considers assets held by Harbour Portfolio II, LLC to be assets traceable to the Receivership Estate; and

**WHEREAS**, no party to this Assignment acknowledges fault or liability in connection with any action related to Harbour Portfolio II, LLC; and

**WHEREAS**, to avoid the costs and expenses of resolving the Receiver’s claim to Harbour Portfolio II, LLC transactions and assets, the Assignor and Assignee agree to the terms of this Assignment in full compromise and settlement of the Assignee’s claims, for the benefit of the Receivership Estate, to any money or asset currently or previously held by Harbour Portfolio II, LLC;



**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

**Prompt Execution of Necessary Documents**

Both Assignor and Assignee acknowledge and agree that many of the management and disposition processes related to this Agreement are document intensive and time sensitive (*e.g.* executing the documents necessary to cure title).

Both Assignor and Assignee acknowledge and agree that prompt execution of documents related to this Agreement or to any asset subject to this Agreement will not be unreasonably withheld.

Within thirty-six hours of being presented with a document related to this Agreement or to any asset subject to this Agreement, Assignor and Assignee agree to either: (1) sign and/or execute and return said documents; or (2) communicate in writing that they do not intend to sign said document and communicate in writing their reason(s) for refusal.

**Court Approval**

This Assignment is subject to Court approval in the SEC Action. The Receiver agrees to seek approval of this Assignment forthwith upon its execution. The effective date of this agreement (“Effective Date”) shall be the date of Court approval.

**Assets Assigned**

Assignor hereby assigns to the Assignee the thirty (30) Non-Performing Notes listed on Exhibit A to this Assignment effective on the date of Court approval in the SEC Action.

Assignor further assigns to the Assignee the seven (7) non-performing notes identified on Exhibit B to this Assignment effective on the date of Court approval in the SEC Action. Pursuant to agreement by Assignee, these notes were selected by sorting the thirty-four (34) properties by average unpaid balance (UPB) and selecting every fourth property so that the notes on Exhibit B have an average UPB as similar as possible to the average unpaid balance of the thirty-four (34) non-performing notes currently held by Assignor that have received at least one payment in the previous one hundred eighty (180) days.

**Past and Future Payments**

Each party to this Assignment is released from any obligation to make any further payment to any other party to this Assignment related to Harbour Portfolio II, LLC.

Assignor hereby relinquishes all rights to reimbursement from the Receivership Estate for capital expended acquiring and/or maintaining any asset currently or previously held by Assignor.

Assignee hereby relinquishes all rights to seek payment or damages from Assignor regarding any payment or transaction related to Assignor, including payments or damages related to any asset currently or previously held by Assignor.

**Release of All Past, Present and Future Claims**

Contingent upon the execution of this Assignment and Court approval, Assignee, on behalf of the Receivership Estate, hereby releases, acquits and forever discharges Assignor and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel (the "Released Parties") from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation for known and unknown acts that occurred prior to the Effective Date, and covenants not to sue or threaten to sue any Released Party on account of any such claim.

**IN WITNESS WHEREOF**, each of the undersigned parties to this Assignment has caused this Assignment to be duly executed by a duly authorized representative.

ASSIGNEE

By: \_\_\_\_\_  
Keith Miles Aurzada  
As Receiver for the Receivership Estate in the SEC Action

ASSIGNOR:

By: \_\_\_\_\_  
Charles A. Vose III  
Individually and as President of Harbour Portfolio II, LLC

<b>AMX</b>	<b>ADDRESS</b>
2123	4875 SW 176th Avenue, Dannelton, FL 34432
2191	2346 Sherman Street, Gary, IN 46406
2250	33 Kentucky Drive, Newport, KY 41071
2270	14933 Littlefield Street, Detroit, MI 48227
2294	8214 Pierson, Detroit, MI 48219
2108	2249 20th Street SW, Birmingham, AL 35211
2110	528 81st Street South, Birmingham, AL 35206
2145	10603 South Lafayette Avenue, Chicago, IL 60628
2189	723 Nuttman Avenue, Fort Wayne, IN 46807
2216	16 North C.R. 300 E, New Castle, IN 47362
2353	3017 Fremont Avenue North, Minneapolis, MN 55411
2418	1015 19th Avenue, Altoona, PA 16601
2424	1835 Park Street, Harrisburg, PA 17103
2426	428 Olive Street, McKeesport, PA 15132
2435	6400 Lower Richland Blvd., Hopkins, SC 29061
2125	3838 Desota Avenue, Fort Myers, FL 33916
2127	1023 Frazier Street, Jacksonville, FL 32209
2152	1231 South Seminary Street, Galesburg, IL 61401
2183	2240 East Paulding Road, Fort Wayne, IN 46816
2223	1226 College Street, South Bend, IN 46615
2230	480 South West Street, Spencer, IN 47460
2246	4217 Sunset, Louisville, KY 40211
2254	112 W. Walnut Street, Alblon, MI 49224
2265	11648 Wayburn Street, Detroit, MI 48224
2268	12923 Greenview, Detroit, MI 48223
2290	5912 Tarnow, Detroit, MI 48210
2300	14643 Lydia Avenue, Eastpointe, MI 48021
2334	78 East Cornell, Pontiac, MI 48340
2348	7576 Wood, Warren, MI 48091
2328	26-28 Lexington Place, Pontiac, MI 48342

NPN with Payment to be Assigned to Receiver

1	6,200.00
2	7,710.27
3	12,983.33
4	14,605.52
5	14,635.02
6	14,999.24
7	15,306.12
8	17,060.89
9	19,429.05
10	19,550.97
11	19,951.05
12	19,969.70
13	20,500.00
14	20,708.14
15	22,165.43
16	24,623.24
17	24,962.57
18	25,198.79
19	25,448.17
20	25,630.77
21	25,693.29
22	25,865.00
23	25,865.00
24	26,540.23
25	27,634.84
26	27,945.60
27	29,234.38
28	30,755.82
29	34,303.77
30	35,480.82
31	39,423.41
32	43,457.17
33	43,631.39
34	43,795.09
	<hr/> <hr/>
	831,264.08

Average: 24,448.94

## ASSET DISPOSITION AGREEMENT

**THIS ASSET DISPOSITION AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_ day of April, 2012, by and between Keith M. Aurzada as Receiver (the “Receiver”) for James G. Temme, Stewardship Fund, LP and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, including, but not limited to Stewardship Advisors, LLC, d/b/a/ Stewardship Advisors, LP, Stewardship Asset Management Genpar I, LLC, Stewardship Group, LLC, Destiny Fund, LP, and Stewardship Management, LP (collectively, “Stewardship Fund”) and Harbour Portfolio IV, LLC (“Harbour IV”).

### RECITALS

**WHEREAS**, on October 14, 2011, the Securities and Exchange Commission instituted Civil Action No. 4:11-cv-655, *Securities and Exchange Commission v. Temme and Stewardship Fund, LP*, in the United States District Court for the Eastern District of Texas, Sherman Division (“SEC Action”); and

**WHEREAS**, on October 28, 2011, the Assignee was appointed Receiver in the SEC Action pursuant to various Court Orders therein (including Docs. 24, 25, and 30) for the Receivership Estate (as defined in the Court Orders); and

**WHEREAS**, Receiver is tasked with taking exclusive custody and control of all assets and records of, or traceable to, Stewardship Fund for the benefit of the receivership estate (the “Receivership Estate”) and ultimately the investors and creditors of Stewardship Fund, and to take such actions deemed prudent by Receiver to maximize the recoveries for the Receivership Estate; and

**WHEREAS**, Harbour IV purchased one hundred ninety nine (199) assets and to date has disposed of fifty (50) of the purchased assets (“Disposed Assets”); and

**WHEREAS**, Harbour IV claims that it held proper title to the Disposed Assets; and

**WHEREAS**, Harbour IV claims ownership of the remaining one hundred forty nine (149) assets listed on Exhibit A to this Agreement (“Exhibit A Assets”); and

**WHEREAS**, the Receiver has advised Harbour IV that the Receiver considers assets held by Harbour IV to be assets traceable to the Receivership Estate; and

**WHEREAS**, with the passage of time, the value of the Exhibit A Assets to the Receivership Estate may dissipate because of tax foreclosures, redemption expirations, management and preservation expenses, taxes, and other issues; and

**WHEREAS**, the Receivership Estate does not have sufficient funds at this time to pay the delinquent taxes to avoid the aforementioned tax foreclosure actions or to pay the necessary management and preservation expenses (collectively the “Asset Expenses”); and

**WHEREAS**, in light of the foregoing, the Receiver has determined it to be advisable and in the best interest of the Receivership Estate to reach an agreement with Harbour IV regarding the Exhibit A Assets and the matters addressed herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Court Approval**

This Agreement is subject to Court approval in the SEC Action. The Receiver agrees to seek approval of this Agreement forthwith upon its execution. The effective date of this Agreement (“Effective Date”) shall be the date of Court approval.

**2. Prompt Execution of Necessary Documents**

Both the Receiver and Harbour IV acknowledge and agree that many of the management and disposition processes related to this Agreement are document intensive and time sensitive (*e.g.* executing the documents necessary to cure title).

Both the Receiver and Harbour IV acknowledge and agree that prompt execution of documents related to this Agreement or to any asset subject to this Agreement will not be unreasonably withheld.

Within thirty-six hours of being presented with a document related to this Agreement or to any asset subject to this Agreement, the Receiver and Harbour IV agree to either: (1) sign and/or execute and return said documents; or (2) communicate in writing that they do not intend to sign said document and communicate in writing their reason(s) for refusal.

**3. Harbour IV Advances and Asset Preservation**

Harbour IV agrees to advance funds for Asset Expenses for the Exhibit A Assets, including, without limitation, the payment of delinquent taxes and penalties to avoid tax foreclosure, as Harbour IV deems appropriate and prudent in its sole discretion. Harbour IV will provide the Receiver with periodic reports concerning such advances.

All funds advanced by Harbour IV as detailed in this section will be referenced as “Harbour IV Advances”. Harbour IV Advances will constitute a loan to the Receivership Estate and will bear interest at the annual rate of 10% which will be secured by the Exhibit A Assets and proceeds thereof. The Exhibit A Assets will be the sole basis for repayment of the Harbour IV Advances.

**4. Distribution of Future Proceeds Related to Exhibit A Assets**

Net proceeds generated by and from the Corporation Assets hereunder (*i.e.*, after payment

of all Harbour IV Advances (“Net Proceeds”)) will be distributed in the following manner:

- (a) First, to the repayment of the \$29,000 note payable for expenses previously incurred by Harbour IV.
- (b) Second, to the payment of interest to Harbour IV on the Harbour IV Advances outstanding from time to time based upon an annual interest rate of 10%.
- (c) Third, to the repayment of the outstanding principal balance on all Harbour IV Advances.
- (d) Fourth, to reimburse Receiver for any reasonable out-of-pocket title curative work incurred by Receiver associated with the Exhibit A Assets.
- (e) Fifth, to the Receivership Estate and to Harbour IV of Net Proceeds based upon a ratio of 40% of Net Proceeds to the Receivership Estate and 60% of Net Proceeds to Harbour IV. To the extent Harbour IV has a claim in the Receivership Estate, it will not share in recovery from the Exhibit A Assets beyond the amounts set forth in this Section. Harbour IV does not waive its right to share in recovery from other Receivership Estate assets.

**5. Receiver Title Curative Work**

- (a) Harbour IV will be ordering title abstract and review work in order to determine the title curative work necessary to position the Exhibit A Assets for sale. Receiver agrees to perform the work necessary to cure any title issues identified by Harbour IV’s title abstract initiative, including but not limited to reaching out to former note owners to correct breaks in the chain of title and the execution of assignments where appropriate.
- (b) The Receiver will be responsible for all title curative work necessary to sell the Exhibit A Assets and shall use best efforts to do so. Such efforts may include seeking additional relief from the Court in the SEC Action.
- (c) Harbour IV agrees to reimburse Receiver for third-party costs incurred in conjunction with the title curative work on the Exhibit A Assets. These third party costs will be allocated on a pro rata basis where appropriate. For example, if the Receiver incurs \$10,000 in third party costs associated with title curative work on 20 assets from one lender/seller (*e.g.* JP Morgan), and 4 of the assets are Corporation Assets, then Harbour IV would be allocated 20% of the cost, or \$2,000, subject to other equitable criteria based on the degree of title curative work required. These reimbursements will be subject to repayment to Harbour IV Pursuant to section 3 (c) above.
- (d) Any third party service provider engaged by the Receiver to perform title curative work will be mutually agreed upon by the Receiver and Harbour IV. Harbour IV

will be entitled to oversee such third party as it deems appropriate.

**6. Disposition and Other Assurances**

- (a) Both Receiver and Harbour IV acknowledge and agree that there are no assurances or guarantees that any or all of the Exhibit A Assets will sell as a result of the collective efforts detailed herein.
- (b) The Receiver shall use his best efforts to assist in preparing the Exhibit A Assets for sale as soon as practicable.
- (c) Harbour IV shall use its best efforts to prepare the Exhibit A Assets for sale with the goal of disposing of all Exhibit A Assets within six months of the Effective Date of this Agreement.
- (d) If the best efforts of the Receiver and Harbour IV do not lead to the sale of all of the Exhibit A Assets within six months of the Effective Date of this Agreement, the Receiver and Harbour IV agree to meet, confer and determine a course of action that will maximize the value of the Exhibit A Assets.
- (e) Receiver agrees to release and hold harmless Harbour IV and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel from any and all claims for loss, damage, or liability resulting directly or indirectly from this Agreement, including, without limitation, acts or omissions of such persons relating to the Asset Expenses, except for willful misconduct or gross negligence.

**7. Release of All Past, Present and Future Claims**

Contingent upon the execution of this Agreement and Court approval, the Receiver, on behalf of the Receivership Estate, hereby releases, acquits and forever discharges Harbour IV and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel (the "Released Parties") from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation for known and unknown acts or omissions that occurred prior to the Effective Date, and covenants not to sue or threaten to sue any Released Party on account of any such claim. This release specifically includes any act or omission taken or not taken by a Released Party regarding the Disposed Assets.

**IN WITNESS WHEREOF**, each of the undersigned parties has caused this Agreement to be duly executed by a duly authorized representative, all as of the date first above written.



**By:**

\_\_\_\_\_  
**Keith Miles Aurzada**  
**As Receiver for the Receivership Estate in the SEC Action**

**By:**

\_\_\_\_\_  
**Charles A. Vose III**  
**Individually and as President of Harbour Portfolio IV, LLC**

**Exhibit A**  
**Harbour Portfolio IV- Remaining Assets**

ID	ADDRESS	Current UPB
6340	1545 Simpson Road, Building 9-12, Atlanta, GA 30314	151,648.04
6281	7020 S Union Avenue, Chicago, IL 60621	147,217.08
6168	1545 Simpson Road Building 17-20, Atlanta, GA 30314	142,962.98
6167	292 S Broadway Street, Williamsburg, OH 45176	133,672.79
6295	1493 E 359th Street, Eastlake, OH 44095	110,000.00
6214	1372 W 58th Street, Cleveland, OH 44102	98,000.00
6171	9327 Stout Street, Detroit, MI 48228	88,000.00
6203	9276 Appoline Street, Detroit, MI 48228	81,000.00
6318	3285 E 104th Street, Cleveland, OH 44104	80,764.42
6262	12009 Lumpkin, Hamtramck, MI 48212	79,971.16
6202	1415 Saint John Avenue, Toledo, OH 43608	79,454.46
6224	10204 Rosehill Avenue, Cleveland, OH 44104	78,905.31
6256	286 Grace Avenue, Akron, OH 44320	78,868.08
6226	866 E 131st Street, Cleveland, OH 44108	77,300.17
6233	613 Cleveland, Middletown, OH 45044	76,460.34
6265	11527 S Yale Avenue, Chicago, IL 60628	76,373.42
6266	10601 Parkview Avenue, Cleveland, OH 44104	76,162.92
6234	2985 E 125th Street, Cleveland, OH 44120	74,823.32
6275	1113 E 147th Street, Cleveland, OH 44108	74,541.96
6215	13818 Northfield Avenue, East Cleveland, OH 44112	73,056.61
6267	6031 E 25th Street, Indianapolis, IN 46219	71,866.17
6232	1701 McKinley Street, Gary, IN 46404	69,014.32
6351	1424 E Pettit Avenue, Fort Wayne, IN 46806	68,727.30
6186	1250 Queen Street, South Bend, IN 46616	68,294.48
6255	12401 12403 Chesterfield, Cleveland, OH 44108	68,199.13
6338	9610 Edmunds Avenue, Cleveland, OH 44108	68,000.00
6290	955 Lovers Lane, Akron, OH 44306	67,862.18
6268	1231 Portage Avenue, South Bend, IN 46616	67,433.33
6191	932 E Morris Street, Indianapolis, IN 46203	66,588.15
6204	2990 Hoskins Road, Memphis, TN 38114	65,700.00
6160	3515 Poe Avenue, Cleveland, OH 44109	63,044.34
6282	88 N Arlington Street, Akron, OH 44305	62,946.35
6245	701 Plain Street, Anderson, SC 29624	62,203.44
6283	143 Jewett Street, Akron, OH 44305	61,491.60
6300	2409 Ulrich Avenue, Dayton, OH 45406	60,903.66
6314	3555 Jefferson Street, Gary, IN 46408	60,678.64
6354	7914 Korman Avenue, Cleveland, OH 44103	60,366.25
6287	373 Nunin Court, Marion, OH 43302	60,000.00
6193	225 Lorenz Avenue, Dayton, OH 45417	59,244.52
6198	1924 3rd Street, NE, Canton, OH 44704	58,882.38
6271	1039 N Somerset Avenue, Indianapolis, IN 46222	58,413.75
6343	1450 W 84th Street, Cleveland, OH 44102	58,285.58
6205	1803 W Dubail Avenue, South Bend, IN 46613	58,260.53
6242	2612 Highland Place, Indianapolis, IN 46208	58,207.61
6250	718 N Walnut Street, Muncie, IN 47305	58,096.12
6227	3963 Massachusetts, S, Gary, IN 46409	57,767.09
6243	2016 N Dexter, Indianapolis, IN 46208	56,674.87
6225	1936 Mississippi Street, Gary, IN 46407	56,670.60
6261	3336 Baltimore, Indianapolis, IN 46218	56,645.72
6357	2612 Lagrange St, Toledo, OH 43608	55,890.88
6228	202 Young Avenue, NE, Canton, OH 44704	55,710.23
6274	1425 Weaver Street, Dayton, OH 45417	55,229.20
6273	518 W Delason Avenue, Youngstown, OH 44511	55,220.13
6213	3130 W 18th Place, Cleveland, OH 44109	55,218.10
6291	3532 Kallaher Avenue, Memphis, TN 38122	54,736.93
6241	438 E Streicher Street, Toledo, OH 43608	54,630.65
6270	921 Lawndale Avenue, South Bend, IN 46628	54,246.02
6212	1280 W 29th Street, Indianapolis, IN 46208	54,016.65
6161	5130 Echo Avenue, Dallas, TX 75215	53,973.71
6292	3156 N Temple Avenue, Indianapolis, IN 46218	53,519.51
6189	8336 Pleasant Street, Williamsburg, IN 47393	53,393.04
6330	4644 Waymire Avenue, Dayton, OH 45406	53,303.48
6176	218 S Bendix Drive, South Bend, IN 46619	52,605.49
6276	77 NW H Street, Richmond, IN 47374	52,426.54
6257	5829 Cote Brilliante Avenue, Saint Louis, MO 63112	52,421.10
6329	428 Hart Street, Dayton, OH 45404	52,419.82
6190	2200 Koehler Avenue, Dayton, OH 45414	52,210.59
6285	1213 O&#039;Brien Street, South Bend, IN 46628	52,200.00
6221	1588 Woodbine Avenue SE, Warren, OH 44484	52,000.00

6264 1566 Newton Street, Columbus, OH 43205	52,000.00
6347 983 Victory Street, Akron, OH 44311	51,946.43
6332 3946 Larkspur Drive, Dayton, OH 45406	51,944.73
6272 736 Durbin Street, Gary, IN 46406	50,978.61
6166 920 Gard Street, Dayton, OH 45417	50,971.55
6185 4811 Alexander, East Chicago, IN 46312	50,874.62
6278 106 S Kentucky Street, South Bend, IN 46619	50,349.16
6307 1809 S Scott Street, South Bend, IN 46613	50,347.54
6253 134 Kirk Avenue, Memphis, TN 38109	50,231.95
6173 2259-2261 N Dearborn Street, Indianapolis, IN 46218	50,000.00
6239 2069 3rd Street, SE, Canton, OH 44707	50,000.00
6252 279 Munford Avenue, Memphis, TN 38106	49,810.87
6163 1838 N Union, Decatur, IL 62526	49,580.14
6164 1409 W Indiana, South Bend, IN 46613	49,244.52
6333 3969 Aldine Avenue, Saint Louis, MO 63113	49,077.73
6344 5013 Fischer, Detroit, MI 48213-5926	48,931.58
6206 1290 Glendale Avenue, Macon, GA 31206	47,116.45
6181 4492 Old Quarry Road, Memphis, TN 38118	47,083.01
6284 1628 Fassnacht Street, South Bend, IN 46628	46,800.00
6286 137 Studebaker Street, South Bend, IN 46628	46,800.00
6308 2109 W 85th Street, Cleveland, OH 44102	45,465.88
6238 1714 N Rural Street, Indianapolis, IN 46218	45,000.00
6320 1377 Hampton Road, E. Cleveland, OH 44112	44,383.09
6353 4721 Vernon Avenue, Saint Louis, MO 63113	42,389.48
6217 18-20 Bradford Street, Dayton, OH 45410	41,415.17
6316 3100 Vega Avenue, Cleveland, OH 44113	41,285.30
6208 81 N Ewing Street, Indianapolis, IN 46201	41,234.30
6327 4017 Monroe Street, Fort Wayne, IN 46806	41,193.56
6207 1607 N 23rd Street, Terre Haute, IN 47804	40,268.58
6310 2604 Rangeline Road (formerly Nightingale), Memphis, TN 3812	38,096.90
6311 2611 Rangeline Road (formerly Nightingale), Memphis, TN 3812	37,694.82
6326 3903 Beniteau, Detroit, MI 48213	36,200.30
6306 904 Pawnee Avenue, Memphis, TN 38109-5033	34,849.30
6355 320 Huron Avenue, Dayton, OH 45417	32,099.26
6296 1511 E Locust Street, Decatur, IL 62521	31,181.29
6222 905 McCambridge Avenue, Madison, IL 62060	30,090.46
6335 53 E Florida Avenue, Youngstown, OH 44507	28,665.05
6305 6609 N 575 W (formely Rt 3 Box 318), Winamac, IN 46996	28,091.13
6328 540 S 17th Street, Louisville, KY 40203	27,340.95
6258 1649-1651 Ohio Avenue, Youngstown, OH 44502	27,041.65
6197 Route 1, Box 441a (aka 1453 Hwy 1527), Gray, KY 40734	26,619.69
6334 4118 Johnson, Gary, IN 46408	25,858.03
6303 2115 S Battery Street, Little Rock, AR 72202	24,265.49
6199 1322 N 18th Street, East St Louis, IL 62205	21,860.53
6312 6105 Doc Brown Road, Mullins, SC 29574	20,058.01
6319 1556 Meredith Drive, Unit, Cincinnati, OH 45231	19,188.98
6317 418 Bassett Street, Toledo, OH 43611	13,933.75
6322 768 Ohio Street, Gary, IN 46402	13,609.20
6158 18940 Raymond Street, Maple Heights, OH 44137	0.01 REO
6165 320 S Washington Street, Versailles, IN 47042	0.01 REO
6170 942 Mason Street, NW, Warren, OH 44485	0.01 REO
6175 2229 N Arsenal Avenue, Indianapolis, IN 46218	0.01 REO
6177 3016 Iowa Avenue, Saint Louis, MO 63118	0.01 REO
6187 726 Central Avenue, Newport, KY 41071	0.01 REO
6194 222 Phelps Drive, Lawndale, NC 28090	0.01 REO
6209 179 Oregon Avenue, NW, Warren, OH 44485	0.01 REO
6211 1702 N Elmer Street, South Bend, IN 46628	0.01 REO
6219 5310 S Wood Street, Chicago, IL 60609	0.01 REO
6220 239 S Wheatland Avenue, Columbus, OH 43204	0.01 REO
6229 234 E Lucius Avenue, Youngstown, OH 44502	0.01 REO
6230 4719 15th Avenue S., Saint Petersburg, FL 33711	0.01 REO
6246 2156 2nd Street, NE, Canton, OH 44704	0.01 REO
6254 3438 E 71st Street, Cleveland, OH 44127	0.01 REO
6279 2289 Jefferson Street, Gary, IN 46407	0.01 REO
6289 194 Sycamore Street, Mansfield, OH 44903	0.01 REO
6337 10601 Mountview Avenue, Cleveland, OH 44104	0.01 REO
6339 3449 Lenox Avenue, Youngstown, OH 44502	0.01 REO
6269 1123 S 24th Street, Lafayette, IN 47905	36,745.17
6223 1118 Johnland Avenue, Akron, OH 44305	36,524.36
6248 1043-1045 Superior Avenue, Dayton, OH 45402	26,000.00
6288 188 Miller Street, Mansfield, OH 44906	24,887.81
6196 745 Fleetwood Avenue, Marion, OH 43302	22,871.48
6188 1815-1819 N Dequincy Street, Indianapolis, IN 46218	20,441.42

6210 1066 Kipling Street SE, Atlanta, GA 30315-7031	19,864.47		
6323 1705 Avondale Avenue, Toledo, OH 43607	15,479.72		
6321 910 Pearl Street, Martins Ferry, OH 43935	15,457.15		
6342 3340 Burton Place, Anderson, IN 46013	12,599.38		
6301 526 Campbell Street, Dayton, OH 45417	3,229.42		
6236 234 W 15th Street, Vincennes, IN 47591	31,441.23		
6200 1347 Felt Street, Toledo, OH 43605	9,323.98		
<b>Total asset count 199</b>	<b><u>6,933,358.06</u></b>	<b>Total average:</b>	<b>46,532.60</b>

## ASSET DISPOSITION AGREEMENT

**THIS ASSET DISPOSITION AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_ day of April, 2012, by and between Keith M. Aurzada as Receiver (the “Receiver”) for James G. Temme, Stewardship Fund, LP and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, including, but not limited to Stewardship Advisors, LLC, d/b/a/ Stewardship Advisors, LP, Stewardship Asset Management Genpar I, LLC, Stewardship Group, LLC, Destiny Fund, LP, and Stewardship Management, LP (collectively, “Stewardship Fund”) and Cavco Holdings, LLC (“Cavco”).

### RECITALS

**WHEREAS**, on October 14, 2011, the Securities and Exchange Commission instituted Civil Action No. 4:11-cv-655, *Securities and Exchange Commission v. Temme and Stewardship Fund, LP*, in the United States District Court for the Eastern District of Texas, Sherman Division (“SEC Action”); and

**WHEREAS**, on October 28, 2011, the Assignee was appointed Receiver in the SEC Action pursuant to various Court Orders therein (including Docs. 24, 25, and 30) for the Receivership Estate (as defined in the Court Orders); and

**WHEREAS**, Receiver is tasked with taking exclusive custody and control of all assets and records of, or traceable to, Stewardship Fund for the benefit of the receivership estate (the “Receivership Estate”) and ultimately the investors and creditors of Stewardship Fund, and to take such actions deemed prudent by Receiver to maximize the recoveries for the Receivership Estate; and

**WHEREAS**, Cavco purchased two hundred three (203) assets and to date has disposed of seventy-five (75) of the purchased assets (“Disposed Assets”); and

**WHEREAS**, Cavco claims that it held proper title to the Disposed Assets; and

**WHEREAS**, Cavco claims ownership of the remaining one hundred twenty-eight (128) assets listed on Exhibit A to this Agreement (“Exhibit A Assets”); and

**WHEREAS**, the Receiver has advised Cavco that the Receiver considers assets held by Cavco to be assets traceable to the Receivership Estate; and

**WHEREAS**, with the passage of time, the value of the Exhibit A Assets to the Receivership Estate may dissipate because of tax foreclosures, redemption expirations, management and preservation expenses, taxes, and other issues; and

**WHEREAS**, the Receivership Estate does not have sufficient funds at this time to pay the delinquent taxes to avoid the aforementioned tax foreclosure actions or to pay the necessary management and preservation expenses (collectively the “Asset Expenses”); and

**WHEREAS**, in light of the foregoing, the Receiver has determined it to be advisable and in the best interest of the Receivership Estate to reach an agreement with Cavco regarding the Exhibit A Assets and the matters addressed herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Court Approval**

This Agreement is subject to Court approval in the SEC Action. The Receiver agrees to seek approval of this Agreement forthwith upon its execution. The effective date of this Agreement (“Effective Date”) shall be the date of Court approval.

**2. Prompt Execution of Necessary Documents**

Both the Receiver and Cavco acknowledge and agree that many of the management and disposition processes related to this Agreement are document intensive and time sensitive (*e.g.* executing the documents necessary to cure title).

Both the Receiver and Cavco acknowledge and agree that prompt execution of documents related to this Agreement or to any asset subject to this Agreement will not be unreasonably withheld.

Within thirty-six hours of being presented with a document related to this Agreement or to any asset subject to this Agreement, the Receiver and Cavco agree to either: (1) sign and/or execute and return said documents; or (2) communicate in writing that they do not intend to sign said document and communicate in writing their reason(s) for refusal.

**3. Cavco Advances and Asset Preservation**

Cavco agrees to advance funds for Asset Expenses for the Exhibit A Assets, including, without limitation, the payment of delinquent taxes and penalties to avoid tax foreclosure, as Cavco deems appropriate and prudent in its sole discretion. Cavco will provide the Receiver with periodic reports concerning such advances.

All funds advanced by Cavco as detailed in this section will be referenced as “Cavco Advances”. Cavco Advances will constitute a loan to the Receivership Estate and will bear interest at the annual rate of 10% which will be secured by the Exhibit A Assets and proceeds thereof. The Exhibit A Assets will be the sole basis for repayment of the Cavco Advances.

**4. Distribution of Future Proceeds Related to Exhibit A Assets**

Net proceeds generated by and from the Exhibit A Assets hereunder (*i.e.*, after payment of

all Cavco Advances (“Net Proceeds’’) will be distributed in the following manner:

- (a) First, to the payment of interest to Cavco on the Cavco Advances outstanding from time to time based upon an annual interest rate of 10%.
- (b) Second, to the repayment of the outstanding principal balance on all Cavco Advances.
- (c) Third, to reimburse Receiver for any reasonable out-of-pocket title curative work incurred by Receiver associated with the Exhibit A Assets.
- (d) Fourth, to the Receivership Estate and to Cavco of Net Proceeds based upon a ratio of 40% of Net Proceeds to the Receivership Estate and 60% of Net Proceeds to Cavco. To the extent Cavco has a claim in the Receivership Estate, it will not share in recovery from the Exhibit A Assets beyond the amounts set forth in this Section. Cavco does not waive its right to share in recovery from other Receivership Estate assets.

**5. Receiver Title Curative Work**

- (a) Cavco will be ordering title abstract and review work in order to determine the title curative work necessary to position the Exhibit A Assets for sale. Receiver agrees to perform the work necessary to cure any title issues identified by Cavco’s title abstract initiative, including but not limited to reaching out to former note owners to correct breaks in the chain of title and the execution of assignments where appropriate.
- (b) The Receiver will be responsible for all title curative work necessary to sell the Exhibit A Assets and shall use best efforts to do so. Such efforts may include seeking additional relief from the Court in the SEC Action.
- (c) Cavco agrees to reimburse Receiver for third-party costs incurred in conjunction with the title curative work on the Exhibit A Assets. These third party costs will be allocated on a pro rata basis where appropriate. For example, if the Receiver incurs \$10,000 in third party costs associated with title curative work on 20 assets from one lender/seller (*e.g.* JP Morgan), and 4 of the assets are Corporation Assets, then Cavco would be allocated 20% of the cost, or \$2,000, subject to other equitable criteria based on the degree of title curative work required. These reimbursements will be subject to repayment to Cavco Pursuant to section 3 (c) above.
- (d) Any third party service provider engaged by the Receiver to perform title curative work will be mutually agreed upon by the Receiver and Cavco. Cavco will be entitled to oversee such third party as it deems appropriate.

**6. Disposition and Other Assurances**

- (a) Both Receiver and Cavco acknowledge and agree that there are no assurances or guarantees that any or all of the Exhibit A Assets will sell as a result of the collective efforts detailed herein.
- (b) The Receiver shall use his best efforts to assist in preparing the Exhibit A Assets for sale as soon as practicable.
- (c) Cavco shall use its best efforts to prepare the Exhibit A Assets for sale with the goal of disposing of all Exhibit A Assets within six months of the Effective Date of this Agreement.
- (d) If the best efforts of the Receiver and Cavco do not lead to the sale of all of the Exhibit A Assets within six months of the Effective Date of this Agreement, the Receiver and Cavco agree to meet, confer and determine a course of action that will maximize the value of the Exhibit A Assets.
- (e) Receiver agrees to release and hold harmless Cavco and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel from any and all claims for loss, damage, or liability resulting directly or indirectly from this Agreement, including, without limitation, acts or omissions of such persons relating to the Asset Expenses, except for willful misconduct or gross negligence.

**7. Release of All Past, Present and Future Claims**

Contingent upon the execution of this Agreement and Court approval, the Receiver, on behalf of the Receivership Estate, hereby releases, acquits and forever discharges Cavco and its affiliates, employees, partners, agents, members, officers, directors, insurers, and legal counsel (the "Released Parties") from any and all actions, causes of action, claims or demands, liabilities, losses, damages, attorneys' fees, court costs, or any other form of claim or compensation for known and unknown acts or omissions that occurred prior to the Effective Date, and covenants not to sue or threaten to sue any Released Party on account of any such claim. This release specifically includes any act or omission taken or not taken by a Released Party regarding the Disposed Assets.



**IN WITNESS WHEREOF**, each of the undersigned parties has caused this Agreement to be duly executed by a duly authorized representative, all as of the date first above written.

**By:**

\_\_\_\_\_  
**Keith Miles Aurzada**  
**As Receiver for the Receivership Estate in the SEC Action**

**By:**

\_\_\_\_\_  
**Charles A. Vose III**  
**Individually and as President of Cavco Holdings, LLC**

## Exhibit A

## Cavco Holdings- Remaining Assets (before 24 Steel Mountain)

ID	ADDRESS	Current UPB
5144	1022 East 20th Street, Baltimore, MD 21218	59,200.00
5150	107 Dean Street, Shellman, GA 31786	14,125.11
5151	107 Pine Street, Jackson, TN 38301	0.01
5155	112 Arlington Avenue, Dayton, OH 45417	58,348.00
5191	1404 10th Street West, Bradenton, FL 34205	105,999.95
5193	14320 Curtis, Detroit, MI 48235	60,861.88
5194	1448 17th Street, East Moline, IL 61244	0.01
5196	148 Prince Collins Street, Houma, LA 70364	32,676.58
5197	14987 Flanders, Detroit, MI 48205	51,937.52
5199	1522 North IRVING AVENUE, SPRINGFIELD, MO 6580	39,319.15
5200	1534 Knox Street, Cincinnati, OH 45214	56,898.31
5204	1625 Woodlynne Avenue, Woodlynne, NJ 08107	31,595.27
5205	1627 WOODWARD AVE, SPRINGFIELD, OH 45505	75,000.00
5208	1721 South Main Street, Elkhart, IN 46516	56,204.20
5212	1801 NW 47th Street, MIAMI, FL 33142	117,725.26
5215	1815 W Fairlawn Way, Anderson, IN 46011	30,085.45
5220	1903 BUTTER LANE, READING, PA 19606	52,253.58
5226	2056 North LAWLER AVENUE Unit 2, CHICAGO, IL 60	119,933.48
5228	2076 Commonwealth Avenue, Jacksonville, FL 32205	50,868.93
5232	2147 Sagamore Road, Columbus, OH 43219	53,410.46
5243	2323 Cansler Avenue, Gadsden, AL 35903	26,507.96
5251	2604 WEST AVENUE, KETTERING, OH 45415	55,559.55
5258	2745 NW 2nd Street, Boynton Beach, FL 33425	0.01
5268	301 East OAK Street, WEST FRANKFORT, IL 62896	29,680.79
5274	3223 Lay Avenue, Knoxville, TN 37914	21,605.11
5279	341 Broadway Street, Glendale, SC 29346	59,371.96
5283	35 Cedricton Street, Pittsburgh, PA 15210	0.01
5284	3502 Old Monroe Marshville Road, Wingate, NC 281	38,835.09
5290	3774 Hutton Street, Cincinnati, OH 45226	79,457.92
5291	3797 Wendy Drive, Cleveland, OH 44122	58,337.65
5293	3929 Gerry Street, Gary, IN 46408	61,653.20
5296	41 Grosvenor Avenue, Dayton, OH 45417	46,859.83
5298	4110 East 10th Avenue, Gary, IN 46403	0.01
5303	4286 41st Street North, Saint Petersburg, FL 33714	99,958.07
5319	52 Remington Ave, Ilion (German Flats Twp), NY 133	42,396.72
5324	5434 PARTRIDGE, SAINT LOUIS, MO 63120	42,500.00
5325	5438 DUPONT AVENUE NORTH, BROOKLYN CENTER,	127,869.05
5326	546 Ward Street, Niles, OH 44446	24,933.87
5331	6039 Cascade, St Louis, MO 63134	27,379.87
5332	61 West Otsego Drive, Memphis, TN 38109	64,670.22
5335	622 MEREDITH STREET, DAYTON, OH 45402	30,576.21
5340	6617 South Green Street, Chicago, IL 60621	176,369.63
5345	707 Huffman Avenue, Dayton, OH 45403	52,246.95
5346	710 West McClure, Peoria, IL 61604	73,700.00
5358	8040 Lexington Drive, Jacksonville, FL 32208	87,147.69
5379	9920 Elizabeth Avenue, Cleveland, OH 44105	80,688.24
5382	PO Box 38 Sand Hill Road, Livingston, KY 40445	28,624.51
5383	R R 12 Box 1128 (217 Greenhill Edition Road), Bedfo	30,545.01
5440	1206 Upton Avenue, Toledo, OH 43607	0.01
5459	1331 Hyde Park Blvd, Memphis, TN 38108-2275	50,259.61
5461	13510 SHADY OAK BOULEVARD, GARFIELD HEIGHT	44,820.74
5480	1620 Sandstone Court, Greenville, NC 27834	82,835.54
5482	17 S Broadway Street, Wheeling, WV 26003-2105	0.01
5487	1745 Pershing Avenue, Rockford, IL 61109-1243	40,136.36
5500	1926 S Electric Street, Detroit, MI 48217-1175	21,772.93
5552	3702 Palm Desert Ln Unit #5438, Orlando, FL 32839	338,059.21
5558	4020 Webber St, Saginaw, MI 48601-4145	32,969.05
5560	4105 East 127th Street, Cleveland, OH 44105	25,423.81
5568	4225 Trumbull Street, Bellaire, OH 43906-1347	0.01
5572	4436 Eichelberger Ave, Dayton, OH 45406	47,854.02
5580	4780 Blenheim Ridge Road, Scottsville, VA 24590-43	48,470.23
5609	6484 LA GRANGE CIRCLE, DALLAS, TX 75241	52,797.68
11705	423 Corbin St, Clarksdale, MS 386140000	15,856.92
11708	300 N Hodson Ave, Muncie, IN 47303	30,488.18

11710 2008 Missouri St, Gary, IN 46408	0.01
11719 3514 East 27Th Street, Kansas City, MO 64127	36,515.12
11722 5450 E Minnesota Street, Indianapolis, IN 46203	48,253.31
11723 614 Schuler Avenue, Huntingburg, IN 47542	61,700.87
11727 1531 East Overton Road, Dallas, TX 75216	69,369.73
11736 1432 East 26 Street, Jacksonville, FL 32206	71,068.19
2927 102 Ammons Street, Rossville, GA 30741	14,323.86
5142 10063 Ponder Lane, Denham Springs, LA 70726	12,420.96
5163 1155 Oxford Road, Cleveland Heights, OH 44121	23,631.34
5169 1199 North Poplar Street, Paris, TN 38242	49,134.30
5206 1708 South Cedar, Little Rock, AR 72204	14,311.00
5223 2010 Chad Place, Angier, NC 27501	24,921.34
5244 23424 Clarita, Detroit, MI 48219	57,460.91
5246 2417 North Jay Street, Kokomo, IN 46901	30,464.08
5262 28 East Broadway Street, Plymouth (New Haven Tow	24,623.57
5275 329 North 18th Street, Kansas City, KS 66102	25,569.71
5276 331 East Ravenwood Avenue, Youngstown, OH 4450	24,608.13
5286 3517 East 67th Street, Kansas City, MO 64132	26,000.00
5297 410 East Columbia, Champaign, IL 61820	35,032.16
5348 703 Estrella Ave (was 717 Juarez), Pharr, TX 78577	19,178.09
5349 730 South Haines Avenue, Alliance, OH 44601	41,098.74
5360 80625 ZILLINGER ROAD, BUTTERNUT, WI 54514	39,585.67
5367 878 Iona Avenue, Akron, OH 44314	20,190.24
5446 1250 Greenfield South Avenue, Canton, OH 44706	17,685.85
5448 127 Walburn Avenue, Franklin Furnace, OH 45629	40,708.58
5535 310 Pickens Street, Dumas, AR 71639	24,899.73
5540 3218 East 6th Street, Kansas City, MO 64124	20,500.00
5544 3426 Ormes Street, Philadelphia, PA 19134	15,022.62
5562 412 Mitchell Street, Kinston, NC 28504	11,193.60
5632 9605 Thorn Avenue, Cleveland, OH 44108	30,143.98
11720 607 South Second Street, Hamilton, OH 45011	17,915.18
11735 2440 Delbert Road, Columbus, OH 43211	24,586.32
29723 305 Mechanic, Albion, MI 49224	9,915.25
5167 11834 North Hanzel And Gretel Lane, Cromwell, IN 4	16,843.87
5285 3506 East 24th Avenue, Tampa, FL 33605	134,746.31
5375 9456 WILLIAMS Road, GONZALES, LA 70737	16,621.40
5421 1010 West 22nd Street, Erie, PA 16502	0.01
5561 4117 ARDEN BLVD., YOUNGSTOWN, OH 44511	62,467.89
11715 1733 Fremont Street, South Bend, IN 46628	45,901.36
11725 969 Edgar Lane, Edmore, MI 48829	48,962.78

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**SECURITIES AND EXCHANGE COMMISSION**  
**Plaintiff,**

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**Civil Action No. 4:11-cv-655**

**v.**

**JAMES G. TEMME, and**  
**STEWARDSHIP FUND, LP,**  
**Defendants.**

**ORDER GRANTING RECEIVER’S MOTION TO APPROVE SETTLEMENT**  
**AGREEMENT WITH VOSE ENTITIES**

Came for consideration the Receiver’s Motion to Approve Settlement Agreement with Vose Entities (the “Motion”) filed by Keith M. Aurzada as receiver (the “Receiver”) for James G. Temme, Stewardship Fund, LP, and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, including, but not limited to, Stewardship Advisors, LLC, d/b/a Stewardship Advisors, LP, Stewardship Asset Management Genpar I, LLC, Stewardship Group, LLC, Destiny Fund, LP, and Stewardship Management, LP (collectively, the “Defendants”). Based upon a review of the Motion, and the pleadings on file, the Court finds and concludes that (a) the relief requested in the Motion is in the best interests of the Receiver and his receivership estates; (b) proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and (c) good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before the Court in connection with the Motion. Therefore, it is hereby **ORDERED** that:

- i. The Motion is **GRANTED**.

ii. The Court hereby approves of the Assignment of Assets attached as Exhibit A to the Motion.

iii. The Court hereby approves of the Assignment of Assets attached as Exhibit B to the Motion.

iv. The Court hereby approves of the Asset Disposition Agreement attached as Exhibit C to the Motion.

v. The Court hereby approves of the Asset Disposition Agreement attached as Exhibit D to the Motion.

vi. Within a reasonable time after this Order is entered, the Receiver shall post this Order on [www.stewardshipfundreceivership.com](http://www.stewardshipfundreceivership.com).

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2012.

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UNITED STATES MAGISTRATE JUDGE