

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

SECURITIES AND EXCHANGE COMMISSION	§	
Plaintiff,	§	
	§	
	§	
	§	Civil Action No. 4:11-cv-655
	§	
v.	§	
	§	
JAMES G. TEMME, and	§	
STEWARDSHIP FUND, LP,	§	
Defendants.	§	

**RECEIVER'S NOTICE OF AND OPPORTUNITY TO OBJECT TO THE
EMPLOYMENT OF WINGSPAN PORTFOLIO ADVISORS, LLC**

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 "Receivership Entities"), hereby files his Notice of and Opportunity to Object to the Employment of Wingspan Portfolio Advisors, LLC (the "Notice"), and in and support hereof respectfully states as follows:

1. On October 14, 2011, the Securities and Exchange Commission initiated the above-captioned action. The Receiver was appointed by 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 take exclusive custody and control of all assets and records of, or traceable to, the Receivership Entities.

2. After his appointment as Receiver, and pursuant to the responsibilities with which he is charged, the Receiver took control and possession of certain properties owned by the Receivership Entities, which are deemed as Receivership Assets within the meaning of the Court's Receiver Orders (the "Legacy Assets"). The Receiver has worked with Halo Companies Inc., the servicer of the properties, to locate and identify all real properties owned by the Receivership Entities and, to date, has located over 450 Legacy Assets, which are primarily promissory notes secured by liens on residential homes or fee interests in property obtain by deeds in lieu. The Legacy Assets, along with additional assets that the Receiver has located and taken possession of are being analyzed and marketed by the Receiver's investment banker, Barrier Advisors.¹

3. The Receiver does not have the ability to pay taxes or insurance on the Legacy Assets and, consequently, believes that some of those assets are being lost to tax sales as time goes by.

4. The Receiver has also entered into Court-approved settlement agreements with various investor groups that have resulted in the Estate acquiring an interest in additional promissory notes and REO properties. *See* Order Granting the Receiver's (i) Motion to Approve Settlement Agreements with Harbour Portfolio I, LLC, Harbour Portfolio II, LLC, Harbour Portfolio IV, LLC and Cavco Holdings, LLC and (ii) Motion to Approve Settlement Agreement with Boyce Parties [Dkt. No. 95]. On July 20, 2012, Lakeside Portfolio Management, LLC submitted a Letter of Intent to the Receiver to buy 127 such assets (the "Lakeside Assets").

¹ The Court previously approved the Receiver's employment of Barrier Advisors as an investment banker to assist with sales of Legacy Assets and other assets in the Receiver's possession [Dkt. No. 59].

5. As a result, on August 6, 2012 the Receiver filed a Motion for Authority to Sell Properties to Lakeside Portfolio Management, LLC [Dkt. No. 103] (the “Lakeside Sale Motion”). In the Lakeside Sale Motion, the Receiver proposes to sell the 127 Lakeside Assets.

6. Also on August 6, 2012, the Receiver filed a Motion for Authority to Sell Real Property and to Approve Sales Procedures [Dkt. No. 104] (the “Barrier Sale Motion”). In the Barrier Sale Motion, the Receiver proposed that Barrier market the Legacy Assets on the Carlton Debt Exchange and, if Barrier was able to obtain a reasonable price, proceed with the sale of Legacy Assets to the highest bidder.

7. Based on certain investors’ objections to the Lakeside Sale Motion and the Barrier Sale Motion (together, the “Sales Motions”), the Receiver delayed both sales and instructed Barrier to continue marketing the Legacy Assets beyond its original deadline consistent with certain investors’ requests [Dkt. Nos. 111, 112, 114, 136].

8. Since that time, the Receiver has attended biweekly meetings with investors in an attempt to address their concerns with this case and the Sales Motions in particular. The investors have expressed a desire for the Receiver to determine whether it is in the Estate’s best interest to conduct an immediate outright sale of the Legacy Assets and Lakeside Assets (together, the “Estate Assets”) or whether it is better to service the Estate Assets for a period of time and conduct a sale at a later date.

9. In order to make that determination, the Receiver seeks to employ Wingspan Portfolio Advisors, LLC (“Wingspan”) to analyze the Estate Assets. The Receiver is familiar with Wingspan and believes that they are qualified to assist in his determination of whether it is in the Estate’s best interest to conduct an immediate outright sale of the Estate Assets. Moreover, Wingspan was recommended to the Receiver by the investors.

10. A copy of Wingspan's proposed engagement agreement with the Receiver is attached hereto as **Exhibit A**.

11. Although Wingspan holds a ten percent (10%) interest in P38 Holdings, LLC (a company in which the Estate holds a 45% interest), the Receiver does not believe that such interest is adverse to the Estate or will impact Wingspan's ability to assist the Receiver in this matter. The Receiver is unaware of any other relationship between the Estate and Wingspan.

12. Compensation for services rendered in this proceeding by Wingspan shall be based on the number of assets analyzed. The proposed engagement agreement contemplates that Wingspan will receive a payment of \$100 per asset analyzed. At this time, the Receiver proposes that Wingspan analyze all of the Estate Assets. The proposed scope of work would result in a payment to Wingspan of approximately \$60,000. The Receiver believes that this rate is consistent with the industry standard for these types of transactions and is reasonable.

II.

ARGUMENT

13. In accordance with the Receiver's business judgment, the employment of Wingspan is appropriate and necessary to determine whether an immediate outright sale of the Assets is in the best interest of the Estate.

14. By this Notice, the Receiver provides notice of its intent to employ Wingspan to analyze the Estate Assets.

15. In the event no objection to this Notice is filed within ten (10) days after the date the Notice is filed, the Receiver will execute the proposed Engagement Agreement with Wingspan that is attached hereto as **Exhibit A**. In the event an objection is filed within ten (10)

days, the Receiver will treat this Notice as a Motion for Authorization to Employ Wingspan, file a proposed order granting the Motion, and seek immediate approval of the Motion by the Court.

16. Although the Receiver believes that it is within his power to employ Wingspan without this Notice or further order of the Court, this Notice is being provided out of an abundance of caution and to ensure that any interested party has an opportunity to object. *See* Agreed Order Appointing Receiver Over Entities Under Control of James G. Temme ¶ 5(h) (“As of the entry of this Order, the Receiver is specifically directed and authorized to perform the following duties [...] Enter into such agreements in connection with the administration of the Receivership Estate, including, but not limited to, the employment of such managers, agents, custodians, consultants, investigators, attorneys, and accountants as Receiver judges necessary to perform the duties set forth in this Order and to compensate them from the Receivership Assets.”) [Dkt. No. 24].

Dated: November 16, 2012.

Respectfully submitted:

BRYAN CAVE LLP

By: /s/ Bradley Purcell

Jay L. Krystinik
State Bar No. 24041279
Bradley Purcell
Texas Bar No. 24063965

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Counsel for Keith Miles Aurzada, Receiver

CERTIFICATE OF CONFERENCE

I hereby certify that I have conferred with David Reece, counsel for the Commission, regarding the foregoing motion and the Commission is not opposed to the relief requested herein.

/s/ Bradley Purcell
Bradley Purcell

CERTIFICATE OF SERVICE

I certify that on November 16, 2012, a true and correct copy of the foregoing pleading was served *via* electronic mail through the Court's CM/ECF system to all parties consenting to service through the same, including to the following:

David Reece
United States Securities and Exchange Commission
Burnett Plaza, Suite 1900
801 Cherry Street, Unit 18
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

Additionally, a copy of the foregoing was served via first class mail on all entities included on the attached list.

Moreover, the foregoing will be uploaded to www.stewardshipfundreceivership.com

/s/ Bradley Purcell
Bradley Purcell

PORTFOLIO SERVICES AND DUE DILIGENCE AGREEMENT

THIS AGREEMENT, made this _____ 2012, by and between Keith M. Aurzada, as receiver for Stewardship Fund, LP, and all other entities directly or indirectly controlled by Stewardship Fund, LP (hereinafter referred to as "Client") and Wingspan Portfolio Advisors, LLC with an office located at 4100 Midway Road, Suite 1110, Carrollton, TX 75007 (hereinafter referred to as "Wingspan").

WHEREAS, Client desires Wingspan to perform certain portfolio modeling and due diligence services (the "Services") to assist Client's evaluation of loan portfolios available for purchase (the "Portfolios").

WHEREAS, Wingspan possesses the ability to assist Client in the evaluation of the Portfolios.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 "ACCOUNT(S)" - means accounts, asset files, REO properties, promissory notes, mortgages, lines of credit, and other extensions of credit comprising the Portfolios.

1.2 "ACCOUNT DOCUMENTS" – means copies of correspondence, the note, recorded mortgage, deed of trust, or other security instrument, assignments, title search, title policy, legal documents, appraisals or other property valuations, and origination documents for each Account.

1.3 "ACCOUNT INFORMATION" – means all electronic information available to Wingspan regarding the Portfolios or the Accounts including financial information, borrower information, collateral information, payment history, collection notes, escrow information, insurance information, tax information, other lien holder information, and property valuations.

1.4 "PROCEEDS" - means cash or its equivalent paid by Account Debtors, or other parties obligated on Accounts.

ARTICLE II

RELATIONSHIP OF PARTIES

Wingspan shall perform under this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Wingspan acknowledges that neither it nor its officers, employees, or agents are entitled to any benefit from Client as an employee of Client.

ARTICLE III

PORTFOLIO SERVICES

3.1 PROPRIETARY RIGHTS. Client agrees to pay the applicable fees for the Services as set forth in this Agreement. All Portfolios referred by Client to Wingspan are referred to Wingspan only for the purpose of the Services. Wingspan shall acquire no ownership rights or interest in the Portfolios except in the event of a separately negotiated investment agreement.

3.2 PORTFOLIOS HEREAFTER REFERRED. All Portfolios hereafter referred by Client to Wingspan shall be referred subject to the terms and conditions of this Agreement. Client will use its best efforts to enable Wingspan's access to the Account Information and the Account Documents.

3.3 SERVICES PERFORMED. Services that may be performed are outlined in the attached Exhibit A:

3.4 REPORTS. Upon completion of the Services, Wingspan shall deliver all Account Information, reports, projections, and recommended pricing to Client.

ARTICLE IV

INVOICING

4.1 INVOICING. Invoices for Fees and Reimbursable Costs will be submitted monthly by Wingspan for payment by Client. Payment is due upon receipt and is past due fifteen (15) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will notify Wingspan within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. In the event of any dispute, the portion of Wingspan's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein. Invoices should be sent to the attention of:

Company Name: Bryan Cave, LLP _____ Billing Address: 2200 Ross Ave., STE 3300 City, State, Zip: _Dallas, Texas 75201 _____	Contact Name: _Keith M. Aurzada, Receiver_ Contact Phone: _(214) 721-8041 _____ Contact email: _Keith.Aurzada@bryancave.com_ Fax: _____
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4.2 ADDITIONAL SERVICES. the provision by Wingspan to Client of any and all additional services and the compensation payable by Client to Wingspan for such services shall all be as set forth in any applicable Addendum attached to this Agreement.

ARTICLE V

REPRESENTATIONS, COVENANTS AND WARRANTIES

To induce Client to enter into this Agreement, Wingspan represents, covenants and warrants to Client that:

5.1 GOOD STANDING. Wingspan is a limited liability company duly organized, validly existing and in good standing in the State in which it was created.

5.2 AUTHORITY. Wingspan has the power to execute, deliver and carry out this Agreement and this Agreement constitutes the valid and binding obligation of Wingspan, enforceable in accordance with its terms.

5.3 DISCLAIMER. All data, recommendations, reports, and projections prepared by Wingspan or reflected in its records are based in whole or in part on Account Information provided by Client or obtained from third party sources. Moreover, all recommendations, reports, and projections are subject to error as well as events that may affect the performance of the Portfolios or any Accounts. Wingspan specifically does not represent or warrant the accuracy of the Account Information, the market value of the Portfolios or any Accounts, or the Proceeds actually recovered from the Portfolios or any Accounts.

ARTICLE VI

MISCELLANEOUS

7.1 NO WAIVER. Wingspan agrees that no delay on the part of Client in exercising any power or right hereunder shall operate as a waiver of any such power or right, preclude other or further exercise thereof, of the exercise of any other power or right. No waiver whatever shall be valid unless in writing signed by Client and then only to the extent set forth therein.

7.2 LIMITATION OF DAMAGES. In consideration of the execution and delivery of this Agreement, the parties hereto stipulate and agree that each party will not assert and specifically waive the right to recover punitive and/or consequential damages as a result of any action by the other party and that each party shall be entitled solely to actual damages as a consequence of any action or inaction by the other party.

7.3 NOTICES. All demands, notice and communication required to be given to a Party hereunder shall be in writing and shall be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, and return receipt requested, if faxed, at the time on the date of machine transmittal if the sending Party receives a written confirmation, or, if by other means, when received by the other Party at the address set forth above, or such other address as may hereafter be furnished to the other Party by like notice.

7.4 TITLES. The titles and headings indicated herein are inserted for convenience only and shall not be considered a part of the Agreement or in any way limit the construction or interpretation of this Agreement.

7.5 TERMINATION. This Agreement shall continue until terminated by either party at any time upon 60 days written notice. Notwithstanding Termination, the rights of Client hereunder and the obligations of Wingspan hereunder shall remain in full force and effect until all of the liabilities and obligations under this Agreement are paid in full and completed. The provisions of "ARTICLE VII shall survive the termination of this agreement.

7.6 NONASSIGNMENT. This Agreement is deemed to be a personal contract and Wingspan shall have no right to assign this Agreement.

7.7 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between Client and Wingspan as to matters set forth herein pertaining to Portfolios Client referred to Wingspan prior to the date hereof (and replaces and supercedes any prior agreement) and Portfolios Client refers to Wingspan after the date hereof.

7.8 SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under law, but if any provision of this Agreement shall be prohibited by or invalid under law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provision of the Agreement.

7.9 MODIFICATIONS. No modifications or amendments to this Agreement shall be binding unless made in writing and signed by each party.

7.10 FORCE MAJEURE. Wingspan shall not be responsible for delays or failures (including any delay by Wingspan to make progress in the completion of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

7.11 USE BY THIRD PARTIES. The Services performed by Wingspan pursuant to this Agreement are only for the purpose intended and may be misleading if used in another context. Client agrees not to use any Services provided under this Agreement for anything other than the intended purpose without Wingspan's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to Client and Wingspan.

ARTICLE VII

CONFIDENTIALITY

8.1. CONFIDENTIAL INFORMATION. The term "Confidential Information" as used in this Agreement, shall include all confidential customer or financial information shared by Wingspan with Client or by Client with Wingspan (each respectively a "Disclosing Party" and an "Entrusted Party") and includes without limitation, the following a) all customer related information contained in the Portfolios, including, but not limited to customer names, address(es), account number(s), phone numbers; customer credit history or any other personal or financial customer information; and b) all information marked as "confidential" or with a similar designation.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any portion of such information that has a) become publicly known without breach of the Agreement; b) been known by the Entrusted Party without any obligation of confidentiality, prior to disclosure of such Confidential Information to the Entrusted Party; or c) been received in good faith by the Entrusted Party from a third-party source having the right to disclose such information.

8.2 LIMITED USE OF CONFIDENTIAL INFORMATION. The Entrusted Party may use the Confidential Information only for purposes consistent with this Agreement

8.3 NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Unless otherwise agreed to in writing between Client and Wingspan, from and after the date of this Agreement, the Entrusted Party shall a) not reproduce, copy, duplicate, divulge or use any Confidential Information, or allow any confidential Information to be reproduced, copied, duplicated, divulged or used, except as expressly permitted by Section 8.2 above and b) keep all Confidential Information in a physical secure, locked place which will prevent anyone, except those individuals who are permitted access to the Confidential Information to satisfy the purposes of this Agreement, from using or disclosing any Confidential Information.

8.4 REMEDIES. In the event that the Entrusted Party or any of their representatives breach the covenants regarding confidentiality specified above, the Entrusted Party recognizes that irreparable injury will result to the Disclosing Party or third parties entrusting Confidential Information to the Disclosing Party, that the Disclosing Party's remedy at law for damages will be inadequate, and that the Disclosing Party will be entitled to an injunction to restrain the continuing breach by the Entrusted Party and Entrusted Party's representatives, or any other persons or entities acting for or with the Entrusted Party. In such event, the Disclosing Party shall further be entitled to recover from the Entrusted Party, notwithstanding any provision in this Agreement regarding the limitation of damages: (a) actual damages to the Disclosing Party or its directors, officers, employees or agents; (b) any costs, losses or damages associated with any claims by third parties against the Disclosing Party; and (c) reasonable attorneys' and other professionals' fees and all other costs and expenses incurred in connection with the enforcement of the Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the day and year first written above.

Client
Address:

Wingspan Portfolio Advisors, LLC
Address:

Signature

Signature

Printed Name

Printed Name

Title

Title

Exhibit "A"

- Portfolio Analysis: Utilize Wingspan's expertise in mortgage market to provide Client a comprehensive analysis of portfolio. This analysis will include detailed review and reconciliation of provided data, detailed description of assets classes within portfolio with associated market conditions, recommendations on potential liquidation strategies for portfolio.
 - Client shall pay \$100 per asset in the portfolio for the completed analysis.

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Thomas, Kevin
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Sandra Lynn
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Pennington Hill, LLP
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F&B Note Holding, LLC
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Klipspringer Partners, LP

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Canadian Peso 25

Canadian Peso 27

