

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

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

**RECEIVER’S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH
AMERICAN MUTUAL, L.P., MOTION FOR AUTHORITY TO SELL ASSETS,
AND BRIEF IN SUPPORT**

COMES NOW, Keith M. Aurzada, as receiver in the above-captioned matter (the “Receiver”) for James G. Temme (“Temme”), Stewardship Fund, LP, and all other entities directly or indirectly controlled by 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”), and submits this Motion to Approve Settlement Agreement with American Mutual, L.P. (“American Mutual”),¹ Motion for Authority to Sell Assets, and Brief in Support; and respectfully shows the Court as follows:

¹ By this Motion, the Receiver seeks to settle all claims between the Estate and American Mutual, LP. The Parties, however, are not seeking to settle claims between the Estate and American Mutual, LLC.

I.

BACKGROUND

1. By this Motion, the Receiver seeks Court approval of a settlement agreement between the Receiver on one hand and American Mutual on the other. A true and correct copy of the proposed Agreement is attached hereto as **Exhibit 1** and incorporated by reference.

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).

3. American Mutual contends that, pursuant to a certain Charge Off, Non-Performing Note Sale, Mortgage and Real Estate Owned Agreement (the "PSA") dated March 28, 2011, it purchased 50 residential real estate backed mortgages and REO properties (the "Assets") from Stewardship Fund, LP in exchange for payment of \$508,676.61.² American Mutual, however, did not receive title to the Assets or possession of the collateral files and notes supporting the Assets. Accordingly, American Mutual has requested from the Estate delivery of the Assets and execution of documents assigning title of the Assets to American Mutual.

² The Receiver has confirmed that Stewardship Fund, LP received these funds.

4. The Receiver has certain defenses to American Mutual's claims, including that the Receivership Estate is the true owner of the Assets, that American Mutual has at most an unliquidated claim for breach of contract, and that American Mutual has no immediate right to possession of the Assets or certain documents relating to the Assets currently in the Receiver's possession.

5. After extensive negotiations with American Mutual, the Receiver has determined that it is in the best interest of the Receivership Estate (and its claimants) to enter into the settlement and release agreement (the "Settlement Agreement") with American Mutual and to sell or transfer the interests of the Receivership Estate in certain of the Assets to American Mutual, which are listed in Exhibit A to the Settlement Agreement, in order to resolve and release claims relative to American Mutual. *See* Settlement Agreement at Exhibit A.³ Under the proposed Settlement Agreement, American Mutual will make a payment of \$50,000 to the Receivership Estate and will waive any and all claims against the Estate.

6. The Receiver respectfully requests that the Court approve the entry of the Settlement Agreement, approve the sale or transfer of the Assets from the Receivership Estate to American Mutual, and grant all other appropriate ancillary relief.

II.

ARGUMENT & AUTHORITIES

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,

³ Upon taking possession of the physical files of the Estate, the Receiver located two boxes of asset files to be shipped to American Mutual. The files included 36 of the Assets purportedly acquired by American Mutual in the PSA, as well as three other asset files. By this Motion, the Receiver seeks to sell to American Mutual (i) the 36 asset files that were the subject of the PSA; and (ii) 2 of the remaining files, which the Receiver believes to be assets of the Estate. The remaining file is believed to be an asset of another investor in the Receivership Entities.

gross negligence, or criminal intent. *See, e.g., SEC v. Funding Resource Group*, No. 3-98-CV-2689-M, 2003 WL 21500431, at * 1 (N.D. Tex. April 22, 2003); *Hawk v. Williams*, No. Civ. A. 2:01-CV-2615, 2002WL 31255096, at *5 (N.D. Tex. Oct. 4, 2002); *Brewer v. Hill*, 453 F.Supp. 67, 69 (N.D. Tex.1978). In this case, the proposed Settlement Agreement between the Receiver and American Mutual meets these standards and comports with the Receiver’s duties as conferred by the Court in the Receivership Orders. *See* Receivership Orders at ¶ 5 (Docs. 24, 25, 30).

8. Under the proposed settlement, conditioned upon approval by this Court, American Mutual will make a payment of \$50,000 to the Receiver for the benefit of the Receivership Estate, the Receiver will effectuate the transfer and assignment “as is -- where is” of the Receivership Estate’s interests in the Assets to American Mutual, and the Receiver and American Mutual will enter a mutual release of claims. In the Receiver’s legal and business judgment, the proposed settlement and disposition of the Assets are prudent and advantageous to the Receivership Estate and represent a favorable recovery and settlement of potential claims involving American Mutual without the burden of protracted litigation. The proposed settlement will benefit the Receivership Estate, if approved by the Court, as it will result in the recovery of \$50,000 for the Receivership Estate, as well as the disposition of the Assets, which tend to decrease in value over time—and a mutual release of claims.

III.

CONCLUSION & PRAYER FOR RELIEF

9. The Receiver believes in good faith that the Settlement Agreement with American Mutual, including the proposed sale or transfer of the Assets, is in the best interest of the Receivership Estate. The Receiver has evaluated the evidence, engaged in multiple conferences

with American Mutual, and reviewed the legal and evidentiary strengths and weaknesses of claims that could be pursued in litigation. After engaging in this diligence process, the Receiver has determined that the best interests of the Receivership Estate are served by entering into the Settlement Agreement. Therefore, the Receiver respectfully requests that the Court approve the Settlement Agreement, authorize the Receiver to sell or transfer the Receivership Estate's interests in the Assets, and grant all other appropriate ancillary relief.

Dated: July 12, 2013

Respectfully submitted,

By: /s/ Bradley J. Purcell
Jay L. Krystinik
Texas Bar No. 24041279
jay.krystinik@bryancave.com
Bradley J. Purcell
Texas Bar No. 24063965
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BRYAN CAVE LLP
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214.721.8000 (Telephone)
214.721.8100 (Facsimile)

**ATTORNEYS FOR RECEIVER
KEITH MILES AURZADA**

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 July 12, 2013, 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

All investors that have filed a proof of claim in this matter, a list of which is attached hereto as **Exhibit 2**.

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

//s// Bradley J. Purcell _____
Bradley J. Purcell

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Settlement Agreement") is entered into as of June 27, 2013, by American Mutual, L.P. (the "American Mutual"), on the one hand, and Keith Miles Aurzada as Receiver ("Receiver") for the Receivership Estate (as defined below), on the other. American Mutual and the Receiver are collectively referred to as the "Parties." This Settlement Agreement is made with reference to the following facts:

RECITALS

A. **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* ("SEC Action"), in the United States District Court for the Eastern District of Texas, Sherman Division (the "District Court"); and

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

C. **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 Temme or Stewardship Fund, LP (collectively, the "Receivership Estate"), for the benefit of the Receivership Estate and ultimately the investors and creditors of Stewardship Fund, and to take such actions deemed prudent by the Receiver to maximize the recoveries for the Receivership Estate; and

D. **WHEREAS**, American Mutual contends that, pursuant to a Charge Off, Non-Performing Note Sale, Mortgage and Real Estate Owned Agreement dated March 28, 2011 (the "Purchase and Sale Agreement"), American Mutual purchased certain Loans (as defined in Schedule 1 to the Purchase and Sale Agreement) (the "Loans") from Stewardship Fund, LP ("Stewardship Fund"). More specifically, American Mutual contends that it purchased 50 Loans from Stewardship Fund. In consideration, American Mutual paid Stewardship Fund \$508,676.61.

E. **WHEREAS**, Stewardship Fund failed to deliver to American Mutual (i) the Seller Closing Documents (as defined in the Purchase and Sale Agreement) and (ii) execute collateral assignments in favor America Mutual.

F. **WHEREAS**, to avoid the costs and expenses of resolving the parties' respective claims relating to the Loans, it is the mutual desire of the Parties to settle, compromise and resolve any and all claims between the Parties subject to and conditioned upon the express terms and conditions set forth herein.

G. **WHEREFORE**, in consideration of the promises, the mutual obligations and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Settlement. No later than July 8, 2013, the Receiver shall file a motion (the "Motion") with the District Court for authority to sell property and approve sales procedure, to approve this Settlement Agreement, and to implement the terms of this Agreement. As part of the Motion, the Receiver shall obtain from the District Court an order (i) authorizing the Receiver to enter into this Agreement and perform under its terms; and (ii) approving this Settlement Agreement.

a. Within sixty one (61) days after the entry of the order approving the Motion, assuming that no appeal has been filed, American Mutual shall pay Fifty Thousand Dollars and 00/100 (\$50,000.00) (the "Payment") to the order of "Keith M. Auzada, Receiver for Stewardship Fund, LP."

b. No later than five (5) days after the Receiver's receipt of the Payment, the Receiver shall deliver the documents, instruments, and notes associated with the addresses set forth on Exhibit A that are currently within the Receiver's possession, along with an assignment of whatever interests the Receivership Estate owns, to American Mutual. Sales are made "As is -- where is." Exhibit A sets forth the documents that will be delivered to American Mutual.

2. Release. With the exception of those obligations created by this Settlement Agreement, effective as of the entry of the order approving the Motion and the passage of any applicable appeal period (the "Effective Date"), all claims of and by American Mutual of any kind or nature against the Receivership Estate are waived, released, and settled by virtue of this Settlement Agreement including but not limited to the claims filed on December 5, 2011 filed by American Mutual and all claims relating to the Loans, the Purchase and Sale Agreement, and the assets identified on Exhibit A. All claims of and by the Receivership Estate of any kind or nature against American Mutual are waived, released and settled by virtue of this Settlement Agreement including but not limited to all claims relating to the Loans, the Purchase and Sale Agreement, and the assets identified on Exhibit A.

3. All Claims Included in Release. It is understood by the Parties that there is a risk that subsequent to the Effective Date the Parties may incur or suffer loss, damages or injuries which are in some way caused by or related to matters which are the subject of the foregoing release, but which are unknown or unanticipated as of the Effective Date. Further, there is a risk that the loss or damage presently known may be or become greater than the Parties now expect or anticipate. The Parties assume this risk and the release set forth above shall apply to all unknown or unanticipated results as well as those known and anticipated, and the Parties waive all rights against each other and their current and former agents, servants, partners, associates, officers, directors, stockholders, general partners, limited partners, employees, parent company, subsidiary companies, affiliates, representatives, attorneys, assigns and successors in interest pursuant to California Civil Code § 1542, which section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. American Mutual's Claims to the Additional Loans. American Mutual and the Receiver also waive any legal or equitable claims against one another relating to the loans that are listed on Schedule 1 of the Purchase and Sale Agreement but are not listed on Exhibit A (the "Additional Loans"). American Mutual reserves all rights and claims to ownership of the Additional Loans as to any and all third-parties and entities. Upon confirmation of this Agreement by the Court, the Parties may engage in further legal and judicial efforts relating to the record ownership and equitable interests of American Mutual to the Additional Loans. American Mutual shall bear the costs of such legal and judicial efforts, as set forth in paragraph 10, below.

5. Excluded Claims of American Mutual LLC. The Parties acknowledge that certain claims held by American Mutual LLC against the Receivership Estate are not included in this Settlement Agreement and are not subject to paragraphs 2 and 3 of this Settlement Agreement.

6. No Admission. The Parties acknowledge and agree that this Settlement Agreement is solely between the Parties and executed in settlement of disputed claims and shall not in any way be construed as an admission of liability by any of the Parties hereto.

7. Authority to Execute this Settlement Agreement/Advice of Counsel. Each Party to this Settlement Agreement warrants and represents that such Party is authorized to execute this Settlement Agreement and has been duly advised by legal counsel as to the terms and consequences of executing this Settlement Agreement, provided that the Receiver states that its authority is contingent upon Court approval.

8. Binding on Successors and Assigns. This Settlement Agreement is binding upon and shall inure to the benefit of the respective current and former agents, servants, officers, directors, stockholders, partners, associates, general partners, limited partners, employees, parent company, subsidiary companies, affiliates, representatives, successors, assigns, attorneys and all other persons claiming through or under, or who could have claimed through or under the Parties hereto.

9. No Assignment. Each Party represents and warrants that it has made no assignment of any claim, chose in action, right of action or any other right of any kind which is the subject of this Settlement Agreement, or which is released pursuant to this Settlement Agreement. This provision does not address prior conduct of the entities in receivership relating to the loans.

10. Future Assurances. The Parties shall execute any and all documents and perform all acts reasonably necessary or convenient for the purpose of carrying out the terms and provisions of this Settlement Agreement. The Receiver shall reasonably cooperate with the American Mutual to execute and deliver the documents set forth on Exhibit A, to the extent not already executed. To the extent that American Mutual seeks additional assistance from the Receiver regarding documentation relating to the Loans or any dealings with third-parties, American Mutual shall pay the Receiver's fees and costs incurred in connection with those efforts, with a retainer payable in advance. American Mutual shall reasonably cooperate with document requests by the Receiver, if any, in the course of the receivership.

11. Choice of Law. This Settlement Agreement is made and entered into in the State of Texas and shall be interpreted and enforced under the laws of the State of Texas without regard to conflict of law principles. While the SEC Action is pending, the District Court shall have sole and exclusive jurisdiction to decide any disputes arising under this Settlement Agreement.

13. Headings. The section and paragraph headings appearing in this Settlement Agreement have been inserted for the purpose of convenience and reference. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

14. Survival. All representations and warranties expressly set forth in this Settlement Agreement shall survive the execution of this Settlement Agreement and the transactions contemplated hereunder, and are material and have been or will be relied upon by the Parties hereto notwithstanding any investigation made by or on behalf of any Party.

15. No Waiver. The waiver of any provision of this Settlement Agreement shall not be deemed a waiver of any other provision of this Settlement Agreement.

16. Attorneys Fees/Costs. The parties shall bear their own attorneys' fees and costs associated with this Settlement Agreement. The prevailing party in any action to enforce this Settlement Agreement shall be entitled to reasonable and necessary attorney's fees.

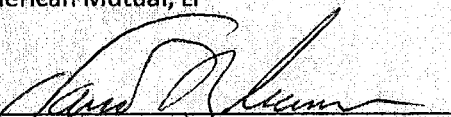
17. Entire Agreement. This Settlement Agreement forms the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. This Settlement Agreement may be amended only by an agreement in writing. No promise, inducement or agreement not herein expressed has been made by one Party to the other Party.

18. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each copy of which shall have the same force and effect as the original Settlement Agreement. Facsimile and electronic signatures shall have the same force and effect as original signatures.

19. District Court Approval. This Settlement Agreement is contingent upon the District Court's approval of the Motion.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement effective as of the date written above.

American Mutual, LP

By: 
David Bohannon, General Partner

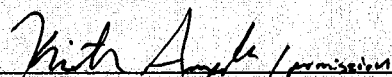
By: 
Keith Miles Aurzada, solely in
his capacity as Receiver
for the Receivership Estate in
the SEC Action

Exhibit A

Address	City	State	Zip Code
2581 Parkwood Ave.	Columbus	OH	43211
705 W 4th, S	Mansfield	OH	44906
1684 Avondale Ave.	Toledo	OH	43607
2460 Glenwood Ave.	Toledo	OH	43620
1912 Cherry Ln.	Del City	OK	73115
103 Park Ave.	New Castle	PA	16101
817 West North St.	New Castle	PA	16101
925 N 50th St.	Philadelphia	PA	19131
2712 Glen Mawr Ave	Pittsburgh	PA	15204
201 Logan Ave.	Sharon	PA	16146
853 Brush Run Rd.	Washington	PA	15301
1308 Oakridge Rd.	Azle	TX	76020
3302 Valencia Dr.	Killeen	TX	76542
3008 Merry Oaks Dr., NW	Huntsville	AL	35811
616 Brightwood Ave.	Orange City	FL	32763
105 Dartmouth Dr. NW	Port Charlotte	FL	33952
2227 Abscott Street	Port Charlotte	FL	33952
104 E Woods St.	Avon	IL	61415
915 Harding St.,	Rockford	IL	61102
312 North Main	Royalton	IL	62983
1230 Fieldhouse Ave.	Elkhart	IN	46517
2918 S. Monroe	Fort Wayne	IN	46806
800 W. Cleveland St.	Hartford City	IN	47348
1444 S. Oxford St.	Indianapolis	IN	46203

1344 Johnston Ave.	Kittanning	PA	16201
6615 Schmalzried Rd.	Lagro	IN	46941
104 Western Ave.	Logansport	IN	46947
712 N. Mill St.	N. Manchester	IN	46962
2805 Central Ave.	Dubuque	IA	52001
1319 Hammond Ave.	Waterloo	IA	50702
801 Dragon Horse Dr.	Coldwater	MI	49036
101 S Front St.	Burbank	OH	44214
1805 Hammond Ave SW	Canton	OH	44706
11717 Kirton Ave.	Cleveland	OH	44135
3060 Hiawatha St.	Columbus	OH	43224
315 Gray Ave.	Hamilton	OH	45013
113-115 Enterprise	Glen Lyon	PA	18617
19626 FM Hwy 205	Bluffdale	TX	76433

File Description

Warranty Deed, Title Policy, Note,
Warranty Deed, Promissory Note, Mortgage(recorded), Title Policy, Allonge
to Note
Warranty Deed, Mortgage(recorded), Assignment of Mortgage/Security
Deed(recorded), Allonge to Note, Corporation Assignment of
Mortgage(recorded)
Warranty Deed, Mortgage(recorded), Title Policy, Allonge to Note,
Assignment of Mortgage
Adjustable Rate Note, Mortgage(recorded), Loan Policy,
Assignment of Deed of Trust/ Mortgage/ Security Deed,
Special Warranty Deed, Agreement for Deed
Limited Warranty Deed,
Assignment of Mortgage, Mortgage, Title Policy, Promissory Note
Agreement for Deed, Promissory Note,
Warranty Deed, Assignment of Mortgage, Loan Extension Agreement,
Mortgage(recorded)

Agreement for Deed, Promissory Note, General Warranty Deed(recorded),
Transfer of Lien, Deed of Trust(original), Fixed Rate Note,
Deed of Trust, Title Policy, Adjustable Rate Note, Deed of Trust,
Assignment of Mortgage(recorded), Mortgage (recorded), Corporation
Assignment of Mortgage(recorded), Modification of Note Agreement,
Adjustable Rate Note, Allonge

Warranty Deed(recorded), Mortgage(recorded), Assignment of Deed of
Trust/Mortgage/Security Deed(recorded), Note&Allonge, Title Policy
Note, Loan Policy, Mortgage(recorded), Assignment of Deed of Trust/
Mortgage/ SecurityDeed/ Warranty Deed
Warranty Deed, Title Policy, Mortgage(recorded), Adjustable Rate Note,
Mortgage(recorded), Assignment of Deed of Trust/ Mortgage/ Security
Deed(recorded copy)
Assignment of Mortgage(recorded copy), Title Policy, Adjustable Rate
Note, Mortgage(recorded)
Note, Title Policy, Mortgage(recorded), Warranty of Deed, Memorandum
of Judgment(recorded)
Mortgage(recorded copy), Note/Allonge, Assignment of
Mortgage(recorded), Title Policy

Mortgage(recorded), Title Policy, Note, Agreement for Deed, Warranty
Deed, Assignment of Deed of Trust/ Mortgage/ Security Deed(recorded)
Balloon Note, Mortgage(recorded), Title Policy
Assignment of Mortgage(recorded), Mortgage(recorded), Title Policy,
Note, Agreement for Deed
Title Policy, Mortgage(recorded), Adjustable Rate Note, Assignment of
Mortgage, Warranty Deed

Promissory Note, Agreement for Deed, Limited Warranty Deed,
Assignment of Mortgage, Mortgage, Note, Order
Assignment of Mortgage, Assignment of Deed of Trust/ Mortgage/ Security
Deed(recorded), Mortgage, Warranty Deed

Warranty Deed, Agreement for Deed, Mortgage(recorded), Title Policy,
Adjustable Rate Note(original), Floor Rate Addendum Note, Mortgage,

Mortgage(recorded), Adjustable Rate Note, Title Policy, Warranty Deed,
Warranty Deed, Agreement to Deed Property from Mortgagor to
Mortgagee, Mortgage, Assignment
Mortgage(recorded), Title Policy, Corporation Assignment of
Mortgage(recorded), Assignment of Mortgage(recorded), Note, Affidavit of
Scrivener's Error(recorded)
Assignment of Mortgage(recorded), Open Mortgage(recorded), Warranty
Deed,
Mortgage(recorded), Affidavit of Lost Note, Mortgage,

Warranty Deed, Assignment of Mortgage(recorded), Mortgage(recorded)
Warranty Deed, Assignment(recorded), Mortgage(recorded), Note,

Assignment of Mortgage, Corporation Assignment of Mortgage(recorded),
Agreement for Deed, Special Warranty Deed
Deed of Trust, Title Policy,

Thomas, Mark Kay
Thomas, Thomas, Kevin
4506 Moss Green Ct
Houston, TX 77059
Investor

Jones, Ross Bradley
6429 Berwyn Drive
Plano, TX 75093
Investor

Urquhart, Douglas
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Investor

Noack, Timothy John,
Noack, Sandra Lynn
3667 Green Meadow Drive
Flower Mound, TX
Investor

Irons, Dan Richard
5004 Candle Tree Cove
Midland, TX 79705
Investor

Urquhart, Jason N.
2609 Seascape Court
Plano, TX 75093
Investor

Smith, Mark & Linda
2121 Gent Drive
Plano, TX 75025
Investor

Chimento, Charles W. Jr.
and Melissa H. Chimento
20980 SW Edy Rd
Sherwood, OR 97140
Investor

Dahlson, Richard
1250 Shady Oaks Drive
Southlake, TX 76092
Investor

Makuch, Michael
13506 Saddle Back Pass
Bee Cave, TX 78738
Investor

Hayes, Reed Clarkson
1320 Auburn Place
Plano, TX 75093
Investor

Nickelson, Lisa Mari and Davis, Gerald
c/o Kent county Treasurer
c/o Sharyl Deitrich
824 McReynolds Ave NW
Grand Rapid, MI 49503
Investor

Campbell Industries, Inc
22343 TWP Rd 530 325
Sherwood Park, AB T8A6H6
Investor

Hayes, Ronald Lee and
Paula Hayes
1320 Auburn Place
Plano, TX 75093
Investor

Crossland, Mary Beth
12626 Mandarin Road
Jacksonville, FL 32223
Investor

Pegram, Donald J.
1308 Chippewa Drive
Plano, TX 75093
Investor

Steinbrook, William M. Jr.
1317 Auburn Place
Plano, TX 75093
Investor

Moon, Nancy C.
12626 Mandarin Road
Jacksonville, FL 32223
Investor

Harker, Daniel & Allison
5812 Hilton St
Plano, TX 75093
Investor

Mallar, Michael E.
5053 N. Crowfoot Valley
Castle Rock, CO 80108
Investor

Condor Limited Partnership
12626 Mandarin Road
Jacksonville, FL 32223
Investor

Finley, David & Blue Ox Solutions
804 Green Valley Lane
Highland Village, TX 75077
Investor

Susan Archer and Mike McGary
1301 Chesterton Drive
Richardson, TX 75080
Investor

Healing Place Church/ Dino Rizzo
19202 Highland Rd
Baton Rouge, LA 70809
Investor

Jukanovich, Dano
3703 S. Edmunds St., #138
Seattle, WA 98118
Investor

Lepold, Brian/ Inacore LLC
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Carrollton, TX 75010
Investor

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14581 Waterview Circle
Addison, TX 75001
Investor

Hayes, Elsie H.
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Allen, TX 75002
Investor

Newman, Larry/ The
Newman Family Trust
3612 Wentwood Drive
Dallas, TX 75225
Investor

Irma Rostohar
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Austin, TX 78735
Investor

Cartner, Stuart
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2323 Victory Avenue, Suite 700
Dallas, Tx 75219
Investor

Kevin Murphy
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Investor

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Investor

Kevin Murphy
c/o Patrick Keating of Haynes & Boones
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New York, NY 10019
Investor

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Austin, TX 78735
Investor

Wildcat Lake Partners
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2323 Victory Avenue, Suite 700
Dallas Texas 75219
Investor

Singer Bros, LLC
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of Haynes & Boone LLP
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Dallas, Texas 75219
Investor

Doyle, Kevin
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Santa Monica, CA 90402
Investor

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3505 Centennary Ave
Dallas, TX 75225
Investor

Singer Bros, LLC
c/o Philip Bridwell & Patrick Keating
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OK City, OK 73101
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Wixom, Micahel Wayne
2610 Mandy Way
Arlington, TX 76017
Investor

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2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Investor

Skeleton Lake, LLC
c/o Patrick Keating of Haynes Boones
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Investor

Cone, Douglas, M.D/
Doug Cone PSP
P.O. Box 64244
Lubbock, TX 79464
Investor

Bruce W. Berg
c/o Patrick Keating of Haynes & Boones
6447 Aberdeen Ave
Dallas, TX 75230
Investor

Skeleton Lake, LLC
c/o Patrick Keating of Haynes Boones
3505 Centennary Ave
Dallas, TX 75225
Investor

Schantz, Philip Lee
c/o Patrick Keating & Philip Bridwell
of Haynes & Boone, LLP
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Dallas, TX 75219
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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

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

**ORDER GRANTING RECEIVER’S MOTION TO APPROVE
SETTLEMENT AGREEMENT WITH AMERICAN MUTUAL, L.P.
AND MOTION FOR AUTHORITY TO SELL ASSETS**

On this date, before the Court is the Receiver’s Motion to Approve Settlement Agreement with American Mutual, L.P. and Motion for Authority to Sell Assets (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 them (collectively, the “Receivership Estate”). Having considered the Motion and the pleadings on file, the Court finds and concludes that: (a) the relief requested in the Motion is in the best interest of the Receiver and Receivership Estate; (b) proper and adequate notice has been given and that no other or further notice is necessary; and (c) good and sufficient cause exists for granting the relief requested. It is therefore ORDERED that:

1. The Motion is GRANTED. The Court approves and authorizes the entry of the Settlement and Release Agreement between the Receiver and American Mutual, L.P.
2. The Court authorizes the Receiver to sell, transfer, assign, and otherwise effectuate the disposition of the assets or notes listed on Exhibit A of the Settlement and Release

Agreement to American Mutual, L.P. in accordance with the terms and conditions of the Settlement and Release Agreement.

3. Within a reasonable time after this Order is entered, the Receiver shall post this Order on www.stewardshipfundreceivership.com.

IT IS SO ORDERED.

Dated: July ____, 2013

UNITED STATES JUDGE