

**IN THE UNITED STATES BANKRUPTCY 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.**

**RECEIVER’S UNOPPOSED APPLICATION TO EMPLOY BARRIER ADVISORS  
AS INVESTMENT BANKER FOR RECEIVER**

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”), hereby files his Unopposed Application to Employ Barrier Advisors (“Barrier”) as Investment Banker for Receiver (the “Application”), in and support hereof respectfully states as follows:

1. On October 14, 2011, the Securities and Exchange Commission instituted the above-captioned action, and Receiver was appointed as receiver for the Defendants 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 take exclusive custody and control of all assets and records of, or traceable to, the Defendants.

2. The Receiver has determined the necessity of employing an investment banker to assist with sales of receivership assets and records and desires to employ Barrier as the investment banker to the Receiver.

3. Barrier is experienced at maximizing value in asset sales using a team of highly qualified professionals with experience selling assets across a broad range of industries. In particular, the Receiver intends to work with Harold J. Kessler, a Certified Insolvency and Restructuring Advisor (CIRA), who has previously served as Vice President and Portfolio Manager of Guaranty Business Credit Corporation; Vice President and Portfolio Manager for Banc One Management & Consulting Corporation; Regional Manager for AT Commercial Credit Corporation (Ameritrust Bank); and Credit Manager for BT Commercial Corporation (Bankers Trust Corp.). Moreover, Mr. Kessler is particularly suited to serve as an investment banker to the Receiver based on his extensive experience represented borrowers, debtors, lenders, and creditors in formal bankruptcies and out-of-court restructurings, mergers and acquisitions, and wind-downs.

4. Barrier is a duly qualified investment banking entity and, in the opinion of the Receiver, is qualified to act as an investment banker for the Receiver in this matter. A copy of Barrier's proposed engagement agreement with the Receiver is attached hereto as Exhibit A.

5. To the best of the Receiver's knowledge, Barrier does not hold or represent an interest adverse to the Receivership Estate and is disinterested for the purpose of representing the Receiver in this proceeding.

6. Compensation for services rendered in this proceeding by Barrier shall be based on the consideration received in the sale of Receivership Estate assets and subject to ultimate allowance by this Court. The proposed engagement agreement between Barrier and the Receiver

contemplates that Barrier will receive a commission equal to 20% of the consideration received by the Receivership Estate for the sale of Receivership Estate assets. The Receiver believes that this rate is consistent with the industry standard for these types of transactions and is reasonable.

WHEREFORE, the Receiver prays for the entry of an Order by this Court:

1. Authorizing the retention of Barrier an investment banker for the Receiver as of the date of this motion; and
2. For such other and further relief as this Court deems just and proper.

Dated: February 8, 2012.

Respectfully submitted:

**BRYAN CAVE LLP**

By: /s/ Bradley Purcell

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

2200 Ross Avenue, Ste. 3300  
Dallas, Texas 75201  
(214) 721-8000  
(214) 721-8100 Fax  
jay.krystinik@bryancave.com  
*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 February 8, 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

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

\_\_\_\_\_/s/ Bradley Purcell  
Bradley Purcell



Barrier Advisors  
2515 McKinney Avenue  
Suite 1700  
Dallas, Texas 75201  
972.763.4000 Main  
972.763.4001 Fax

January 24, 2012

Keith Miles Aurzada  
As Receiver for Stewardship Fund and Related Entities  
JP Morgan Chase Tower  
2200 Ross Avenue, Suite 3300  
Dallas, Texas 75201

**Re: Engagement of Barrier Advisors as Investment Banker**

Dear Mr. Aurzada:

**1. Introduction**

Barrier Advisors (“Barrier”) is pleased to provide you, Keith Miles Aurzada, as Receiver (the “*Receiver*”) over the Stewardship Fund, LP, on behalf of its directors, partners, officers, employees, subsidiaries, affiliates, divisions and business groups (the “Company”) with this letter (the “*Engagement Letter*” or “*Engagement*”) that sets forth the scope and objectives of the proposed assignment as well as the general terms and conditions for the retention of Barrier. This Engagement Letter and the Standard Terms and Conditions attached hereto constitute the engagement contract (the “*Engagement Contract*”) pursuant to which such Services, as defined below, will be provided, effective as of January 15, 2012. Capitalized terms used in this Engagement Letter and not otherwise defined herein shall have the meaning ascribed to such terms in the attached Standard Terms and Conditions.

**2. Scope of Services**

Based on our discussions, our understanding of the scope of this assignment (the “*Services*”) is as follows:

- a. Sale Services. In connection with a Sale (the “Sale”) of Receivership Assets and Receivership Records (collectively the “Receivership Estate”), Barrier will:
  - i. Provide financial advice and assistance to the Company in connection with the Sale, identify potential acquirer(s) and contact such potential acquirer(s);
  - ii. Assist the Company in preparing a memorandum (with any amendments and supplements thereto, the “Sale Memorandum”), to be used in soliciting potential acquirers;

**Private and Confidential**

- iii. If requested to do so, adopt procedures to minimize the impact of the Sale on the overall Company and its senior management in particular by pre-qualifying potential purchasers, serving as a conduit for information requests from third parties and arranging for interviews by telephone or by way of off-site meetings; and
- iv. In the event the Company receives an offer deemed acceptable, Barrier will assist in the negotiation of a definitive agreement with the potential acquirer and the due diligence process which will be necessary prior to closing.

The Company agrees that Barrier shall not have any obligation or responsibility to provide accounting and audit services for the Company.

Such services, as outlined above, are subject to change as mutually agreed between the parties. It is understood and agreed that Barrier may delegate some of its duties under this Engagement Contract to third parties; provided that they agree to substantially the same confidentiality provisions included herein.

### **3. Engagement Fee Structure**

Barrier's compensation for the Services rendered under this Engagement Contract will consist of the following cash fees:

- a. Sale Transaction Fee. If during the term of this Engagement Contract or within 12 months following the term of this Engagement Contract, a Sale is consummated or (i) an agreement in principle or definitive agreement to effect a Sale is entered into with a third party or parties, and (ii) concurrently therewith or at any time thereafter such Sale is consummated to such third party or parties, Barrier shall be entitled to receive a transaction fee (a "***Sale Transaction Fee***"), payable at the closing thereof, equal to 20% of the Aggregate Consideration.
- b. Expenses. The Company shall reimburse Barrier for all reasonable out-of-pocket expenses incurred by Barrier in connection with the provision of the Services, including, but not limited to, airfare, meals, lodging, ground transportation, telephone, legal fees and other expenses.

### **4. Confidential Work Product**

Barrier's role shall be as a consulting expert unless Barrier is identified as a testifying expert in a subsequent writing on a specific and limited aspect of the engagement. Written reports, memoranda or status summaries that we prepare under this Engagement Contract will be maintained in accordance with our retention procedures and shall be prominently labeled "Confidential." Except as may be required by law, regulation or valid judicial or administrative process, we will not disclose to anyone, without Company's permission, the content of any oral or written confidential communications received during the course of this Engagement, or any information gained from the inspection of any records or documents provided by the Company that is identified in writing as confidential.

### **5. Terms and Conditions**

**Private and Confidential**

The Standard Terms and Conditions are attached hereto and are hereby incorporated by reference. The Standard Terms and Conditions define and provide the duties of each party with respect to the Services. Further, this Engagement Letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations and shall supersede all previous letters of engagement, undertakings, agreements and correspondence regarding the Services or the transactions contemplated hereby.

#### **6. Governing Law and Jurisdiction**

This Engagement Contract shall be governed by and interpreted in accordance with the laws of Texas. The Courts of the Texas shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Engagement Contract and any matter arising from it. The parties hereto irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought to an inconvenient forum or to claim that those Courts do not have jurisdiction.

#### **7. Conflicts of Interest**

Barrier has undertaken a standard review to determine Barrier's connections with the persons and entities that the Company has identified. From the results of such review, Barrier is not aware of any conflicts of interest. It is possible that there may be connections, either past or currently existing, that need to be brought to the Company's attention as Barrier becomes familiar with the universe of parties who are involved in this assignment. Any such disclosure will be promptly made by Barrier.

Barrier discloses that its ultimate parent corporation is NexBank Capital, Inc. which shares common controlling equity ownership and overlapping board membership with Highland Capital Management, LP and certain of its affiliates.

**8. Acknowledgement and Acceptance**

Please acknowledge the Company's acceptance of the terms of our Engagement Contract by signing the confirmation below and returning a copy to us at the above address.

We are delighted to accept this engagement and look forward to working with you on this assignment. If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact me at 972-763-4040.

Regards,

Harrison Price  
Senior Managing Director

Attachment – As stated

**Confirmation of Terms of Engagement**

**We agree to engage Barrier upon the terms set forth herein and the attached Standard Terms and Conditions.**

By: \_\_\_\_\_  
Signed: Keith Miles Aurzada  
Title: As Receiver for Stewardship Fund and Related Entities  
Date: \_\_\_\_\_



## **BARRIER ADVISORS STANDARD TERMS AND CONDITIONS**

The following are the Standard Terms and Conditions under which we will provide the Services to the Company set forth within the Engagement Letter to which these Standard Terms and Conditions are attached. The headings and titles below are included to make it easier to read but do not form part of the Standard Terms and Conditions. Capitalized terms used in the Standard Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to such terms in the Engagement Letter. The terms “you” refer to the Receiver of and the Stewardship Fund, LP, the “Company”. The terms “us,” “we,” “our,” and “Barrier,” as used herein, refer to Barrier Advisors

### **1. Reports and Advice**

1.1 **Reliance on drafts** – You acknowledge that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by us as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report or advice issued.

### **2. Information and Assistance**

2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon you providing us with such information and assistance as we may reasonably require from time to time.

2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete. You shall also promptly notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

2.3 **Your responsibility for information provided** – Any reports issued or conclusions reached by us shall, at least in part, be based upon information provided by and on your behalf.

2.4 **No assurance on financial data** – While our work may include an analysis of financial accounting data, the Services will not include an audit, compilation or accounting review of any kind of any financial statements or components thereof. The Company and members of its management shall be responsible for the veracity of any and all financial and other information provided to us during the course of this Engagement, and we will not

examine or compile any such financial information. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on the financial statements or financial components of the Company.

2.5 **Prospective financial information** - We will express no assurance of any kind in the event the Services involve prospective financial information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of the expected results anticipated by the management of the Company.

### **3. Fees and Additional Services**

3.1 **Changes to Services** – Either party may request changes to the Services. Any variation to the Engagement, including any variation to fees, services or time for performance of the Services, must be separately agreed to in writing and, if agreed, shall form part of the Engagement Contract.

3.2 **Payment of fees** – Time for payment of fees and expenses shall be of the essence. Invoices are due and payable upon receipt. If you disagree with or question any amount due under an invoice submitted by us, you shall communicate such disagreement to us, in writing, within 30 days of the invoice date. Any claim not made within that period shall be deemed to be waived.

3.3 **Responsibility for other parties** – You shall be solely responsible for the work and fees of any other party engaged by you to participate in the Engagement regardless of whether such party was introduced to you by us. Except as provided in the Engagement, we shall not be responsible for providing or reviewing specialist advice or services including legal, regulatory, accounting or taxation matters.

### **4. Confidentiality**

4.1 **Restrictions on confidential information** – Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, neither party will disclose the other party’s confidential information to any third party without the other party’s consent. Confidential information shall not include information that:

Keith Aurzada As Receiver for Stewardship Fund and Related Entities  
January 24, 2012

Standard Terms and Conditions

4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;

4.1.2 is acquired from a third party who, to the knowledge of the recipient, owes no obligation of confidence in respect of the information; or

4.1.3 is or has been independently developed by the recipient.

4.2 **Disclosing confidential information** – Notwithstanding clause 4.1 above, any party to this Engagement Contract will be entitled to disclose confidential information of the other to a third party (i) to the extent that this is required by law or regulation or requested pursuant to valid legal, administrative or judicial process, or the order of a court or (ii) to whom Barrier has delegated duties under this Engagement Contract; provided, that such third party has agreed to substantially the same confidentiality provisions herein.

4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, we may cite generally the performance of the Services to our clients and prospective clients as an indication of our experience, unless we both specifically agree otherwise in writing.

4.4 **Maintenance of workpapers** – Notwithstanding the above, we may keep archives of our working papers from the Engagement, including working papers containing or reflecting confidential information.

**5. Termination**

5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon 30 days written notice to the other party. You will be responsible for all fees and expenses incurred by Barrier through the date the termination is effective.

5.2 **Continuation of terms** – The following terms of the Engagement Contract shall survive its termination or expiration and continue to bind both parties: terms relating to payment of fees and expenses, confidentiality, limitation on liability, commencement of legal proceedings, and waiver of jury trial.

**6. Indemnification and Liability Limitation**

**Indemnification** – Neither Barrier nor Barrier’s partners, agents, stockholders, directors, officers, affiliates and employees shall have or incur, and such parties are hereby released from, any liability to any person or entity or for any act taken or omitted to be taken for any claims, damages, losses, costs, liabilities and expenses in any way arising out of, resulting from or relating in any way to Barrier’s engagement pursuant to this Engagement Contract, the Services Barrier renders under this Engagement Contract, or from the proceedings related to the receivership of Stewardship Fund and Related Entities except to the extent there is a final, non-appealable judicial order that any such claims, damages, losses, costs, liabilities and expenses resulted from the bad faith of Barrier. Keith Aurzada as Receiver for Stewardship Fund and Related Entities will add appropriate language to the Retention Order which shall provide for the foregoing release of liability.

6.2 **Disputes** – In the event there is an unresolved dispute between the parties and/or any of their respective officers, directors, partners, employees, agents, affiliates or other representatives arising in any way from this engagement or arising from or related in any way to the subject matter of this engagement, or the receivership of Stewardship Fund and related entities or any other agreement between the Company and Barrier and any of its affiliates, the parties agree that such dispute shall be submitted to the court having jurisdiction over the receivership of Stewardship Fund for resolution and that such resolution shall be final and binding on the parties. The parties agree that the Retention Order shall include language to effect the foregoing provisions and to insure that such court shall retain exclusive jurisdiction over all matters arising out of the receivership in order to resolve any such disputes.

6.3 **Waiver of jury trial** – EACH PARTY TO THIS ENGAGEMENT CONTRACT HEREBY EXPRESSLY, VOLUNTARILY, KNOWINGLY AND IRREVOCABLY WAIVES ANY CONSTITUTIONAL OR OTHER RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN THE EVENT OF LITIGATION CONCERNING ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS ENGAGEMENT CONTRACT, THE PARTIES’ PERFORMANCE HEREUNDER OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR (B) IN ANY WAY CONNECTED WITH, OR RELATED OR INCIDENTAL TO, THE

Keith Aurzada As Receiver for Stewardship Fund and Related Entities  
January 24, 2012

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**DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY INSTRUMENT, DOCUMENT OR AGREEMENT RELATED IN ANYWAY WHATSOEVER TO THE SUBJECT MATTER OF THIS ENGAGEMENT CONTRACT; AND IN ANY CASE, WHETHER NOW OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE. ANY PARTY TO THIS ENGAGEMENT CONTRACT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

7. **Results.** YOU ACCEPT AND ACKNOWLEDGE THAT WE HAVE NOT MADE ANY WARRANTIES OR GUARANTEES OF ANY NATURE WITH RESPECT TO THE RESULTS, OUTCOME, OR FINAL DEVELOPMENTS IN THIS MATTER OR WITH RESPECT TO THE ECONOMIC, FINANCIAL OR OTHER RESULTS WHICH YOU MAY EXPERIENCE AS A RESULT OF THE PROVISION OF THE SERVICES. FURTHER, BARRIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **Working for Other Clients.** We will not be prevented or restricted by anything in the Engagement Contract from providing services to other clients.
9. **Force Majeure** – Neither you nor Barrier shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
10. **Independent Contractor** – It is understood and agreed that Barrier is an independent contractor and that Barrier is not and shall not be considered an agent, distributor, or representative of the Company. Barrier shall not act or represent itself, directly or by implication, as an agent of the Company or in any manner assume or create any obligation on behalf of, or in the name of, the other. Barrier shall not have any duties, fiduciary or otherwise, or obligations to the Company, or any holders of its

equity securities, other than as expressly set forth in this Engagement Contract.

11. **Assignment** – Except as otherwise provided herein, neither party may assign or transfer any of its rights or obligations without the prior written consent of the other party.
12. **Severability** – In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Counterparts** – This Agreement may be signed in counterparts, and all such counterparts shall be deemed to be a single, original Agreement.
14. **Electronic Mail Communications** – Barrier may communicate with you by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. You hereby accept the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications and the risks of viruses or other harmful devices). and agrees that it may rely only upon a final version of a document or other communication that Barrier transmits and authorizes such reliance..
15. **Definition of Terms**
  - 15.1 **Sale** – The term “Sale” shall mean (a) the transfer, either directly or indirectly, to one or more third parties in a single transaction or one or more related transactions of (i) equity securities of the Company or its parent, or (ii) any amount of the assets and businesses of the Company and its subsidiaries, or (b) a merger, consolidation or other business combination pursuant to which equity securities of the Company or its parent are changed into or exchanged for cash, securities or other property.
  - 15.2 **Aggregate Consideration** – The term “Aggregate Consideration” shall mean (a) the total amount of cash and the fair market value (as of the date of delivery and as determined by the Company and Barrier in good faith) of all value, including bank debt, securities (debt or equity) and other property paid, payable, or given directly or indirectly, to or for the account of the selling parties (including holders of options, warrants, convertible securities or preferred securities surrendered as a credit bid pursuant to §363k of the US Bankruptcy Code) in connection with a Sale, (b) the amount of any liabilities existing at the time of a Sale which

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are either repaid, retired or assumed directly or indirectly in connection with the Sale, and (c) all forbearances made or agreed by the acquiring parties. In the event any part of the consideration in connection with a Sale will be payable at any time following the consummation of the Sale, the term "Aggregate Consideration" shall include

the present value of such future payment as agreed upon in good faith by the Company and Barrier.

**IN THE UNITED STATES BANKRUPTCY 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 UNOPPOSED APPLICATION TO EMPLOY BARRIER  
ADVISORS AS INVESTMENT BANKER ACCOUNTANT FOR RECEIVER**

Came on for consideration the Unopposed Application to Employ Barrier Advisors as Investment Banker for Receiver (the “Application”) 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 Application and the pleadings on file, the Court finds and concludes that (a) the relief requested in the Application is in the best interests of the Receiver and his receivership estates; (b) proper and adequate notice of the Application 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 Application after having given due deliberation upon the Application and all of the proceedings had before the Court in connection with the Application. Based upon the Application, and the representations of Receiver in the Application, the Court further finds that Barrier Advisors holds or represents no

interest materially adverse to Receiver or his receivership estates, and that his employment is in the best interests of the receivership estates. Therefore, it is hereby **ORDERED** that:

- i. The Application is **GRANTED** on a final basis.
- ii. Receiver is authorized to employ Barrier Advisors as an investment banker, on the terms set forth in Exhibit A to the Motion.
- iii. Barrier Advisors shall be compensated in accordance with any applicable Federal Rules of Civil Procedure, any guidelines established by the Securities and Exchange Commission, the terms of this Order and any procedures as fixed by further order of this Court.
- iv. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order in all respect and further to hear and determine all matters arising from the construction and implementation of this Order.