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10-28-2022, 10:18

Honorable Dε **Scott G. Weber, Clerk**
Clark County

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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

10 In re:

11 AMERICAN EAGLE MORTGAGE 100,
12 LLC; AMERICAN EAGLE MORTGAGE
13 200, LLC; AMERICAN EAGLE
14 MORTGAGE 300, LLC; AMERICAN
15 EAGLE MORTGAGE 400, LLC;
16 AMERICAN EAGLE MORTGAGE 500,
17 LLC; AMERICAN EAGLE MORTGAGE
18 600, LLC; AMERICAN EAGLE
19 MORTGAGE MEXICO 100, LLC;
20 AMERICAN EAGLE MORTGAGE
21 MEXICO 200, LLC; AMERICAN EAGLE
22 MORTGAGE MEXICO 300, LLC;
23 AMERICAN EAGLE MORTGAGE
24 MEXICO 400, LLC; AMERICAN EAGLE
25 MORTGAGE MEXICO 500, LLC;
26 AMERICAN EAGLE MORTGAGE
MEXICO 600, LLC; AMERICAN EAGLE
MORTGAGE I, LLC; AMERICAN EAGLE
MORTGAGE II, LLC; and AMERICAN
EAGLE MORTGAGE SHORT TERM, LLC.

Case No. 19-2-01458-06

NOTICE OF FILING OF RECEIVER'S
REPORT FOR THE QUARTERLY
REPORTING PERIOD ENDING
SEPTEMBER 30, 2022

22 PLEASE TAKE NOTICE that Clyde A. Hamstreet & Associates, LLC, the duly
23 appointed general receiver herein (the "Receiver"), hereby files the Receiver's report for the
24 quarterly reporting period ending September 30, 2022 (the "Quarterly Report"), attached hereto
25 as Exhibit A, in accordance with paragraph 7 of the Order Appointing General Receiver and
26 RCW 7.60.100. The Quarterly Report also includes a report on settlements in accordance with

NOTICE OF FILING OF RECEIVER'S REPORT FOR THE
QUARTERLY REPORTING PERIOD ENDING SEPTEMBER 30, 2022

1 paragraph 2 of the Order Establishing Procedures for Seeking Approval of Proposed Settlements
2 dated March 5, 2021.

3 You may also view the Quarterly Report at the Receiver's website for this case,
4 www.aeminvestors.com.

5 DATED this 28th day of October, 2022.

6 MILLER NASH LLP

7
8 /s/ John R. Knapp, Jr.
9 John R. Knapp, Jr., P.C., WSB No. 29343

10 Attorneys for Receiver
11 Clyde A. Hamstreet & Associates, LLC
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EXHIBIT A

AEM Receiverships

Receiver's Report for the Quarterly Reporting Period Ending September 30, 2022

This report does not include a balance sheet or statement of income and expenses for the consolidated receivership estates, because, among other reasons, the receivership entities' accounting records were not maintained in accordance with Generally Accepted Accounting Principles and, as a result, the value assigned to many of their assets is materially overstated in their records and the historical expense data are unreliable. The Receiver has therefore elected to present quarterly financial statements in a source and use of funds format instead of in a traditional balance sheet, income statement, and cash flow format.

Outside of unpaid professional fees and litigation support expenses, the consolidated receivership estate has no accounts payable. Unpaid professional fees and litigation support expenses are outlined on the Sources & Uses Statement and property tax liability is addressed in the Tax Disclosure Statement.

This report includes:

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Sources & Uses Statement Consolidated for May 11, 2019 to September 30, 2022	1
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**AEM Receiverships
Sources & Uses Statement**

May 11, 2019 to September 30, 2022

	5/11~12/31/19 2019	1/1~12/31/20 2020	1/1~12/31/21 2021	1/1~3/31/22 Q1	4/1~6/30/22 Q2	7/1~9/30/22 Q2	Total
Source of Funds:							
Interest on Contracts Receivable	\$ 337,874.82	\$ 327,358.75	\$ 428,812.73	\$ 50,833.24	\$ 45,091.85	\$ 46,874.26	\$ 1,236,845.65
Principal on Contracts Receivable	1,256,453.56	1,457,702.40	\$ 823,084.13	\$ 89,142.23	\$ 110,454.45	\$ 187,796.37	\$ 3,924,633.14
Recovery on Mexican Assets	0.00	399,990.00	\$ 766,668.00	\$ 0.00	\$ 693,876.24	\$ 383,028.52	\$ 2,243,562.76
Sales of Contracts Receivable	53,253.86	0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 53,253.86
Proceeds from Sale of REOs	242,975.89	2,093,951.45	\$ 778,837.88	\$ 23,431.32	\$ 52,927.21	\$ 0.00	\$ 3,192,123.75
Rent	0.00	6,317.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,317.04
Payments on Related Party Loans	0.00	59,005.37	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 59,005.37
Collection on Judgments	0.00	53,958.67	\$ 6,301.44	\$ 0.00	\$ 0.00	\$ 0.00	\$ 60,260.11
Collection on Settlements	0.00	120,829.04	\$ 1,822,451.04	\$ 703,000.00	\$ 1,000.00	\$ 0.00	\$ 2,647,280.08
Intercompany borrowings (loans)	0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Receipts	1,890,558.13	4,519,112.72	4,626,155.22	866,406.79	903,349.75	617,699.15	13,423,281.76
Use of funds:							
REO Sales & Closing Expenses	51,701.11	31,124.54	10,057.00	0.00	0.00	0.00	92,882.65
Insurance	17,082.01	5,227.18	0.00	0.00	0.00	0.00	22,309.19
Foreclosure Expenses	5,726.50	1,495.14	7,559.55	0.00	3,016.82	2,900.89	20,698.90
Property Taxes	11,732.84	35,093.87	11,087.15	0.00	0.00	0.00	57,913.86
Other REO Expenses - US	25,836.41	22,071.59	13,328.79	5,130.00	8,005.00	6,021.80	80,393.59
Other REO Expenses - Mex	0.00	20,561.90	169,123.64	15,403.27	51,940.18	49,487.64	306,516.63
Contract Labor	87,465.29	43,770.87	3,058.00	0.00	4,545.04	0.00	138,839.20
Rent and Office Expenses	12,490.07	20,821.24	15,203.08	4,187.10	3,639.55	2,950.56	59,291.60
Title & Collateral Valuation	40,670.00	9,332.00	958.00	0.00	0.00	0.00	50,960.00
Recording/Permitting Costs	4,134.94	531.50	257.50	0.00	0.00	0.00	4,923.94
Litigation Support	3,827.50	7,112.50	80.00	0.00	91,587.50	314,987.54	417,595.04
Investor Distributions	0.00	0.00	2,946,978.61	0.00	0.00	0.00	2,946,978.61
Non-investor Claims	0.00	0.00	5,994.86	0.00	0.00	0.00	5,994.86
Total Payments:	260,666.67	197,142.33	3,183,686.18	24,720.37	162,734.09	376,348.43	4,205,298.07
Receivership & Professional Fees	1,927,487.79	1,572,016.56	1,212,178.33	203,146.11	296,212.00	412,051.80	5,623,092.59
Adjustment for Receivership Fees accrued but not paid	-1,021,244.59	898,780.07	56,685.69	-12,311.67	-139,063.02	-102,599.19	-319,752.71
Total Receivership & Professional Fees Paid:	906,243.20	2,470,796.63	1,268,864.02	190,834.44	157,148.98	309,452.61	5,303,339.88
Net Cash Flows	723,648.26	1,851,173.76	173,605.02	650,851.98	583,466.68	-68,101.89	3,914,643.81
Beginning Cash Balance	237,903.41	961,551.67	2,812,725.43	2,986,330.45	3,637,182.43	4,220,649.11	237,903.41
Ending Cash Balance	\$ 961,551.67	\$ 2,812,725.43	\$ 2,986,330.45	\$ 3,637,182.43	\$ 4,220,649.11	\$ 4,152,547.22	\$ 4,152,547.22

**AEM Receiverships: Contract Impounds Held in Trust
Sources & Uses Statement**

May 11, 2019 to September 30, 2022

	5/11~12/31/19 2019	1/1~12/31/20 2020	1/1~12/31/21 2021	1/1~3/31/22 Q1	4/1~6/30/22 Q2	7/1~9/30/22 Q2	Total
Source of Funds:							
Transfer of Impounds from AEMM	\$ 0.00	\$ 57,991.92	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 57,991.92
Impounds Collected	0.00	125.00	0.00	0.00	0.00	0.00	125.00
Collection of funds for unknown contract	0.00	0.00	29,864.64	0.00	0.00	0.00	29,864.64
Claim #065 held in trust pending litigation	0.00	0.00	0.00	0.00	0.00	0.00	-
Total Receipts	0.00	58,116.92	29,864.64	-	-	-	87,981.56
Use of Funds:							
Property Tax & Insurance Payments	0.00	3,480.67	0.00	0.00	0.00	0.00	3,480.67
Applied to Contract Payments	0.00	0.00	11,855.34	0.00	0.00	0.00	11,855.34
Return excess impounds to titleholder	0.00	7,716.92	0.00	0.00	0.00	0.00	7,716.92
Transfer of Impounds to Evergreen Note Servicing	0.00	24,630.52	0.00	0.00	0.00	0.00	24,630.52
Total Payments:	-	35,828.11	11,855.34	-	-	-	47,683.45
Change in Cash Held in Trust	0.00	22,288.81	18,009.30	0.00	0.00	0.00	40,298.11
Beginning Cash Balance	0.00	0.00	22,288.81	40,298.11	40,298.11	40,298.11	0.00
Ending Cash Balance	\$ -	\$ 22,288.81	\$ 40,298.11	\$ 40,298.11	\$ 40,298.11	\$ 40,298.11	\$ 40,298.11

Note: Prior to June 2020 contract impounds were held in AEMM's Servicing Trust. In July 2020 the majority of impounds was transferred to the Evergreen Note Servicing Trust. Remaining impounds relate to contracts in foreclosure or funds waiting to be returned to title holders.

Real Estate Contracts Receivable Listing

As of September 30, 2022

Account Number	Last Payment	Balance	Status	Property Type	City	State
7123	8/17/2022	24,868.08		Manufactured/Mobile Home	Black Canyon City	AZ
5551	8/30/2022	50,316.17	8/30/2022	Manufactured/Mobile Home	Bullhead City	AZ
4974	9/15/2022	6,852.94		Single Family	Golden Valley	AZ
5706	9/19/2022	10,541.10		Manufactured/Mobile Home	Safford	AZ
4882	9/1/2022	3,311.71		Manufactured/Mobile Home	Seligman	AZ
6277	9/13/2022	38,812.50		Single Family	Sierra Vista	AZ
6222	9/30/2022	8,283.70		Single Family	Sierra Vista	AZ
5226	9/6/2022	66,102.93		Land	Tonopah	AZ
1362	9/13/2022	14,181.28		Land	Tonopah	AZ
6669	9/6/2022	13,313.49		Manufactured/Mobile Home	White Mountain Lake	AZ
4327	9/7/2022	15,003.08		Multifamily	Barstow	CA
3815	9/15/2022	104,141.08		Single Family	Challenge	CA
5702	9/12/2022	66,811.61		Single Family	Grass Valley	CA
5111	9/24/2021	54,886.81		Manufactured/Mobile Home	Imperial	CA
6418	9/6/2022	3,638.81		Manufactured/Mobile Home	Ridgecrest	CA
4613	5/24/2022	10,165.00	5/24/2022	Single Family	Salton City	CA
5012	9/19/2022	40,591.95		Land	Visalia	CA
6962	9/1/2022	28,540.25		Manufactured/Mobile Home	Naturita	CO
6501	9/11/2022	69,598.59		Single Family	Port Saint Lucie	FL
6453	8/22/2022	39,931.96		Single Family	Summerfield	FL
6071	9/1/2022	21,811.15		Single Family	Webster	FL
5323	9/6/2022	51,812.98		Land	Athol	ID
5466	9/26/2022	6,169.10		Land	Fernwood	ID
4950	9/6/2022	19,502.78		Manufactured/Mobile Home	Boulder	MT
3352	5/24/2022	9,590.45	5/24/2022	None	Great Falls	MT
6028	9/6/2022	20,039.09		Single Family	Belen	NM
1022	9/15/2022	34,310.96		Manufactured/Mobile Home	Capitan	NM
5868	9/7/2022	12,909.44		Manufactured/Mobile Home	Chaparral	NM
8772	9/15/2022	76,056.79		Single Family	Hawthorne	NV
4294	9/19/2022	19,736.82		Manufactured/Mobile Home	Athens	OR
5907	9/6/2022	58,781.42		Manufactured/Mobile Home	Burns	OR
3948	3/5/2021	14,808.35		Manufactured/Mobile Home	Central Point	OR
6136	9/15/2022	11,492.49		Single Family	Myrtle Creek	OR
8783	9/6/2022	585,613.68		Commercial - Non Residential	Portland	OR
4143	9/9/2022	23,102.35		Manufactured/Mobile Home	Rogue River	OR
5007	9/26/2022	14,839.35		Manufactured/Mobile Home	Selma	OR
4905	9/29/2022	14,302.04		Land	Tillamook	OR
4920	9/24/2022	35,577.48		Land	Tillamook	OR
3273	9/28/2022	47,316.99		Land	Troutdale	OR
0792	9/13/2022	75,193.54		Commercial - Non Residential	Dallas	TX
6458	8/31/2022	39,701.65		Single Family	Garland	TX
6100	9/9/2022	19,100.98		Single Family	Greenville	TX
6287	9/6/2022	32,483.49		Single Family	Houston	TX
5561	9/26/2022	21,800.67		Single Family	Houston	TX
5976	8/27/2022	9,701.80		Single Family	San Antonio	TX
7042	9/21/2022	38,038.73		Manufactured/Mobile Home	Troy	TX

Real Estate Contracts Receivable Listing

As of September 30, 2022

Account Number	Last Payment	Balance	Status	Property Type	City	State
7052	9/9/2022	25,479.21		Manufactured/Mobile Home	Belfair	WA
3667	9/21/2022	16,326.50		Land	Ephrata	WA
4122	9/15/2022	27,143.97		Single Family	Goldendale	WA
4653	9/12/2022	83,102.42		Commercial - Non Residential	Long Beach	WA
6242	9/12/2022	18,457.41		Single Family	Montesano	WA
3122	9/1/2022	23,564.50		Manufactured/Mobile Home	Tonasket	WA
4134	8/23/2022	88,671.87	8/23/2022	Single Family	Yelm	WA
9351	6/21/2022	633.87	Behind	Vacant Land	Vernal	UT
4561	9/13/2022	78,581.07	Bankruptcy	Land	Desert Hot Springs	CA
2511	9/20/2022	2,494.37		Single Family	Oroville	CA
8221	9/16/2022	10,654.52		Land	Keystone Heights	FL
6441	9/6/2022	36,593.95		Manufactured/Mobile Home	Reno	NV
5521	9/14/2022	37,446.96		Single Family	Channelview	TX
4320	9/7/2022	<u>491.11</u>		Single Family	Lake Stevens	WA
Total Contracts		\$ 2,433,329				
2690		55,441.51		Commercial - Non Residential	Tucson	AZ
2410		11,672.08		Manufactured/Mobile Home	Halfway	OR
9720		17,239.09		Manufactured/Mobile Home	Santa Fe	TX
5460		<u>6,666.48</u>		Manufactured/Mobile Home	Vancouver	WA
Total Stream Remainders		91,019.16				
5119	4/1/2019	65,180.61	Foreclosure	Manufactured/Mobile Home	Junction City	CA
3520	6/15/2022	<u>52,514.64</u>	Payment Plan	Manufactured/Mobile Home	Riverside	WA
Total Contracts in Foreclosure		\$ 117,695				

Mexico Real Estate & Contracts Receivable Listing

As of September 30, 2022

Account Number	Type ¹	Balance	Property Type	Location
7104	Contract Receivable - In Foreclosure	349,388.38	Single Family	Los Cabos
0081	Contract Receivable	14,882.03	Single Family	Los Cabos

Account Number	REO Status	List/Sale Price	Property Description	Development
n/a	Sale Pending	125,000.00	2 Bed/ 2 Bath Condo	Hacienda Los Cabos
n/a	Sale Pending	189,850.00	3 Bed /3 Bath Condo	Tamar 100
n/a	Soft Close, 80% of proceeds received	194,000.00	3 Bed /3 Bath Condo	Tamar 200
n/a	Soft Close, 100% proceeds received	199,000.00	3 Bed /3 Bath Condo	Tamar 201
MDP Lot 1	Offered for pre-sale ²	78,485.00	Rustic lot	Mar del Plata II
MDP Lot 2	Offered for pre-sale ²	78,485.00	Rustic lot	Mar del Plata II
MDP Lot 3	Offered for pre-sale ²	78,485.00	Rustic lot	Mar del Plata II
MDP Lot 4	Offered for pre-sale ²	78,485.00	Rustic lot	Mar del Plata II
MDP Lot 5	Offered for pre-sale ²	78,485.00	Rustic lot	Mar del Plata II
MDP Lot 6	Offered for pre-sale ²	81,485.00	Rustic lot	Mar del Plata II
MDP Lot 7	Offered for pre-sale ²	81,065.00	Rustic lot	Mar del Plata II
MDP Lot 8	Offered for pre-sale ²	79,200.00	Rustic lot	Mar del Plata II
MDP Lot 9	Offered for pre-sale ²	79,200.00	Rustic lot	Mar del Plata II
MDP Lot 10	Offered for pre-sale ²	74,630.00	Rustic lot	Mar del Plata II
MDP Lot 11	Reserved, 10% Deposit Received in October	86,166.60	Rustic lot	Mar del Plata II
MDP Lot 12	Offered for pre-sale ²	84,876.60	Rustic lot	Mar del Plata II
MDP Lot 13	Offered for pre-sale ²	85,874.40	Rustic lot	Mar del Plata II
MDP Lot 14	Offered for pre-sale ²	98,762.40	Rustic lot	Mar del Plata II
MDP Lot 15	Offered for pre-sale ²	101,035.20	Rustic lot	Mar del Plata II
MDP Lot 16	Offered for pre-sale ²	114,787.80	Rustic lot	Mar del Plata II
MDP Lot 17	Offered for pre-sale ²	77,106.15	Rustic lot	Mar del Plata II
MDP Lot 18	Offered for pre-sale ²	84,052.20	Rustic lot	Mar del Plata II
MDP Lot 19	Reserved, 10% Deposit Received	84,100.25	Rustic lot	Mar del Plata II
MDP Lot 20	Offered for pre-sale ²	84,708.80	Rustic lot	Mar del Plata II
MDP Lot 21	Reserved, 35% Deposit Received	97,200.35	Rustic lot	Mar del Plata II
MDP Lot 22	Reserved, 35% Deposit Received	105,466.40	Rustic lot	Mar del Plata II
MDP Lot 23	Reserved, 35% Deposit Received	113,155.25	Rustic lot	Mar del Plata II
Additional MDP Lots	Not listed, subdivision of lots and environmental certification pending		East Cape parcel of land with potential for 70 additional lots	Mar del Plata II
n/a	Not listed, subdivision of lots and environmental certification pending		Todos Santos parcel of land	n/a
1001	Not listed		La Paz parcel of land	n/a

Notes:

1 - The above contracts are delinquent and balances do not include accrued contract or penalty interest.

2 - Mar del Plata lots are currently offered for pre-sale subject to an environmental permit allowing the grading of a road to provide access to the lots. The environmental permit certification process is anticipated to be complete between March and June 2023. The receiver is requiring a 35% non-refundable deposit from buyers, payable in two parts: a 10% deposit to reserve the lots and the remaining 25% when the purchase sale agreement is signed. To help facilitate sales, the Receiver is offering buyers the ability to finance the 65% balance over 5 years at 7%. Sale notices will be posted on the receiver's website pursuant to the terms of the Order Establishing Procedures Regarding Receiver's Sale of Real Property in the Ordinary Course of Business and Entry of Comfort Orders Approving Such Sales dated August 8, 2019.

Related Party Receivable Listing

As of September 30, 2022

Related Party	Balance Owed ¹
AEI/AEMM	\$ 2,802,433
John Mulrow	45,000
Maureen Wile ²	159,058
Rachael Bauman Trust ⁴	39,992
RC Hanes	438,661
Ridgecrest II	932,813
Ridgecrest III	931,399
RMV LLC ⁵	3,428,943
Ross Miles ⁴	437,500
Valerio Gonzalez Schcolnick ³	-
American Securities, Inc.	84,619
Grand Total	\$ 9,300,418

Notes:

1 - Balances do not include accrued interest

2 - Underlying property was sold and AEM received proceeds of \$57,605.36 which were applied to accrued interest

3 - Gonzales settled with the Receiver for his personal loans and his portion of RMV, see page 9.

4 - Currently in foreclosure

5 - RMV is a Mexican entity owned by Ross Miles, Maureen Wile and Valerio Gonzales. Gonzalez settled with the Receiver and turned over the underlying collateral for this loan. Proceeds from the sale of the collateral are not anticipated to cover the \$4+ million of accrued interest on the loan, therefore the principal balance has not been adjusted. The remaining note is unsecured.

Domestic Real Estate Owned

As of September 30, 2022

Type	Address	City	County	State	Listing price
SFR	118 Old Renee Lake Rd	Troy	Lincoln	MT	550,000
Land	NE Rasmussen Rd	Corbett	Multnomah	OR	Not Listed
Sale Pending at September 30, 2022					Sales Price
None					

Property Taxes Due

As of September 30, 2022

The receivership is current with all property taxes due as of September 30, 2022.

Approved Settlements

as of September 30, 2022

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
4/6/2020	4/23/2020	Hanes Zoller LP	Completed	\$ 120,829.04	-	<p>The material terms and conditions of the settlement:</p> <p>a. Payment of \$120,829.04 to be made by wire transfer within three business days after entry of an order of Clark County Superior Court approving the Agreement;</p> <p>b. Mutual release to be granted by Hanes-Zoller and the Receiver, subject to limitations set forth in the Agreement, upon court approval and receipt of the payment;</p> <p>c. Receiver to move to dismiss the Litigation with prejudice within three business days after receipt of payment, and</p> <p>d. Agreement to become effective only upon court approval.</p>
5/7/2020	6/3/2020	Valerio Gonzales Schcolnik	Completed. Real property has been transferred to the Receivership. Development is in process and pre-sale of lots began in Q2 2022.	Settlement will provide real property	-	<p>The Term Sheet is subject to Confidentiality Provisions, but the basic provisions of the Term Sheet contemplate entry into definitive agreements to:</p> <p>a. Grant to the Receiver deeds in lieu of foreclosure on units of the Tamar and Hacienda del Cabo condominium properties in Cabo San Lucas, Mexico, in partial satisfaction of related debt,</p> <p>b. Secure the deficiency on that debt as well as sums owed under various loans relating to property in Todos Santos, Mexico, with a mortgage on property in Todos Santos,</p> <p>c. Award the property in Todos Santos and in the East Cape of the State of Baja California Sur in Mexico to the AEM Entities through a Mexican judicial order, and</p> <p>d. Carry out a joint venture for the development and sale of the Todos Santos and East Cape properties. The foreclosure of real property interests in Mexico is extraordinarily complex and time consuming, thus justifying settlement by consensual transfer of title and cooperation in the liquidation process.</p>
9/22/2020	10/15/2020	Dieter Auerbach Benavides	Completed	\$110,000 + 4 Bedroom Single Family Home commonly referred to as Villa Montana	-	<p>Mr. Auerbach will turn over the Pedregal House to resolve the applicable mortgage by a deed in lieu of foreclosure granted to AEMEMMX S. de R.L. de C.V., the Mexican subsidiary controlled by the Receiver. The subsidiary is owned 50/50 by American Eagle Mortgage 600, LLC and American Eagle Mortgage Mexico 400. In addition, Mr. Auerbach will pay \$110,000 to the Receiver on behalf of AEMM 400 on account of the Cabo Bello Duplex, and the Receiver will cancel the mortgage on such property. The settlement will be more fully described in a formal written agreement to be executed by the Receiver and Mr. Auerbach.</p>

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
n/a	3/5/2021	John Bruce (the "Trustee"), in his capacity as trustee of the John Bruce 2003 Trust (the "Bruce Trust")	Completed	\$ 95,883.35	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment of \$95,883.35 to be made by the Trustee to the Receiver by wire transfer within five business days after entry of an order of Clark County Superior Court approving the Agreement;</p> <p>b. Release to be granted by the Trustee, on his own behalf and on behalf of the Bruce Trust, of the Receiver, the Assignors, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Trustee and the Bruce Trust, subject to the limitations set forth in the Agreement, on the 91st day following payment in full of the Settlement Amount;</p> <p>d. The Trustee and the Bruce Trust will not submit any claims in the receivership proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation without prejudice within five business days after the Receiver's receipt of payment, to be treated as with prejudice upon Receiver's release; and</p> <p>f. Agreement to become effective only upon court approval.</p>
3/8/2021	3/24/2021	Kenneth George McQuhae (the "Trustee"), in his capacity as trustee of the Kenneth George McQuhae Family Trust (the "Kenneth Trust") and in his capacity as trustee of the Diana Caroline McQuhae Family Trust (the "Diana Trust"), Kenneth George McQuhae, individually, and Diana Caroline McQuhae, individually	Completed	\$ 258,730.00	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payments of \$95,605.00 and \$163,125.00 to be made by the Trustee to the Receiver by wire transfer within five business days after entry of an order of Clark County Superior Court approving the Agreement;</p> <p>b. Release to be granted by the Trustee, the Kenneth Trust, the Diana Trust, Mr. McQuhae and Mrs. McQuhae of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorney, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Trustee, the Kenneth Trust, the Diana Trust, Mr. McQuhae, and Mrs. McQuhae, subject to the limitations set forth in the Agreement, upon receipt of the payments following court approval;</p> <p>d. The Kenneth Trust's proofs of claims to be deemed amended in the total amount of \$805,771.67 and the Diana Trust's proofs of claim to be deemed amended in the total amount of \$975,625.00, subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation with prejudice within five business days after the Receiver's receipt of payment; and</p> <p>f. Agreement to become effective only upon court approval.</p>

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
3/12/2021	3/31/2021	Danielson Contractors, Inc., Donald Danielson, and David Danielson (collectively, "Danielson")	Completed	\$ 12,000.00	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Danielson to be jointly and severally liable to and shall pay the Receiver a total of \$12,000.00 (the "Settlement Amount") in twelve monthly installments of \$1,000.00 by wire transfer commencing on the first day of the month after court approval and continuing on the first day of each month thereafter until paid in full;</p> <p>b. In the event of default by Danielson, the Receiver may accelerate the payment obligation, with interest at 12% until paid in full, or re-file the Litigation.</p> <p>c. Release to be granted by Danielson of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>d. Release to be granted by the Receiver of Danielson, subject to the limitations set forth in the Agreement, on the 91st day following payment in full of the Settlement Amount;</p> <p>e. Danielson will not submit any claims in the receivership proceeding;</p> <p>f. The Receiver to move to dismiss the Litigation with prejudice within five business days after court approval, subject to tolling pending release of Danielson by the Receiver; and</p> <p>g. Agreement to become effective only upon court approval.</p>
3/18/2021	4/6/2021	Vancouver Trinity Lutheran Foundation, a Washington nonprofit corporation ("VTLF")	Completed	\$ 148,881.00	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment of \$148,881.00 to be made by VTLF to the Receiver by wire transfer within five business days after entry of an order of Clark County Superior Court approving the Agreement;</p> <p>b. Release to be granted by VTLF of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorneys and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of VTLF, along with any and all of VTLF's present and former directors, officers, transferees, employees, attorneys and other agents, subject to the limitations set forth in the Agreement, upon receipt of the payments following court approval;</p> <p>d. VTLF's proofs of claim to be deemed amended in the total amount of \$638,494.62, subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation with prejudice within five business days after the Receiver's receipt of payment; and</p> <p>f. Agreement to become effective only upon court approval.</p>

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
3/19/2021	4/6/2021	Drew Honzel (the "Trustee"), in his capacity as trustee of the Drew and Betsy Honzel Family Trust (the "Honzel Trust")	Completed	\$ 283,416.30	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment of \$283,416.31 to be made by the Trustee to the Receiver by wire transfer within five business days after entry of an order of Clark County Superior Court approving the Agreement;</p> <p>b. Release to be granted by the Trustee, on his own behalf and on behalf of the Honzel Trust, of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Trustee and the Honzel Trust, along with any and all of the Trustee's and the Honzel Trust's present and former trustees, beneficiaries, transferees, employees, attorneys, and other agents subject to the limitations set forth in the Agreement, upon receipt of the payment following court approval;</p> <p>d. The Honzel Trust will be deemed to have filed a proof of unsecured claim in the total amount of \$283,416.31, subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation with prejudice within five business days after the Receiver's receipt of payment; and</p> <p>f. Agreement to become effective only upon court approval.</p>
4/21/2021	5/10/2021	Clark Eisert (the "Trustee"), in his capacity as trustee of the Charlotte Eisert Living Trust and Charlotte Eisert, Individually	Completed	\$ 276,161.59	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment to be made by the Trustee to the Receiver by wire transfer in three installments, commencing with an installment of \$92,053.87 on the first day of the month after entry of an order of Clark County Superior Court approving the Agreement (the "Initial Due Date"), and continuing with the second installment of \$92,053.86 on the first day of the month three months after the Initial Due Date and the third installment of \$92,053.86 on the first day of the month six months after the Initial Due Date until paid in full;</p> <p>b. Release to be granted by the Trustee, on his own behalf and on behalf of the Eisert Trust, and Charlotte Eisert, individually, of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, assigns, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Trustee, the Eisert Trust, and Charlotte Eisert, individually, along with any and all of their present and former trustees, beneficiaries, transferees, employees, assigns, attorneys, and other agents subject to the limitations set forth in the Agreement, on the first business day following the 91st day after the date on which the Settlement Amount is paid in full by the Trustee to the Receiver, unless a petition for relief under any chapter of title 11 of the United States Code is filed by or against the Trustee, the Eisert Trust, or Charlotte Eisert, individually, on or prior to such business day;</p> <p>d. The Eisert Trust will be deemed to have filed a proof of unsecured claim for the Settlement Amount, subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation without prejudice within five business days after court approval, to be treated as with prejudice upon the Receiver's release of the Trustee, the Eisert Trust, and Charlotte Eisert, individually; and</p> <p>f. Agreement to become effective only upon court approval.</p>

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
4/23/2021	5/10/2021	MacGregor B Hall and Lisa M Hall	Completed	\$ 100,378.78	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment to be made by Hall to the Receiver by wire transfer in three installments, commencing with an installment of \$33,459.60 on the first day of the month after entry of an order of Clark County Superior Court approving the Agreement (the "Initial Due Date"), and continuing with the second installment of \$33,459.59 on the first day of the month three months after the Initial Due Date and the third installment of \$33,459.59 on the first day of the month six months after the Initial Due Date until paid in full;</p> <p>b. Release to be granted by Hall of the Receiver, the Pools, and the Estate, along with any and all of the Receiver's present and former members, managers, employees, attorneys and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of Hall, along with any and all of their present and former transferees, employees, attorneys, and other agents subject to the limitations set forth in the Agreement, on the first business day following the 91st day after the date on which the Settlement Amount is paid in full by Hall to the Receiver, unless a petition for relief under any chapter of title 11 of the United States Code is filed by or against Hall, or either of them, on or prior to such business day;</p> <p>d. Hall will be deemed to have filed a proof of unsecured claim for the Settlement Amount subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation without prejudice within five business days after court approval, to be treated as with prejudice upon the Receiver's release of Hall; and</p> <p>f. Agreement to become effective only upon court approval.</p>
5/24/2021	6/10/2021	Odin, LLC, Spartan Inc, Tom Garbarino, Robert Garbarino, Jeff Garbarino, Jonathan Garbarino, Judy Garbarino, James Garbarino, Corvel, LLC and TGI LLC, (collectively, the "Garbarinos")	Completed	\$ 650,000.00	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment to be made by the Garbarinos to the Receiver by wire transfer within five business days after entry of an order of Clark County Superior Court approving the Agreement (the "Effective Date");</p> <p>b. Release to be granted by the Garbarinos of the Receiver, the Pools, and the Estate (as defined in the Receivership Order), along with any and all of the Receiver's present and former members, managers, employees, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Garbarinos, along with any and all of their present and former directors, officers, members, managers, transferees, employees, attorneys, and other agents subject to the limitations set forth in the Agreement, on the date on which the Payment is made by the Garbarinos to the Receiver;</p> <p>d. The Garbarinos to retain their proofs of claim against the Estate, subject to allowance and treatment pursuant to further order of the court in this proceeding;</p> <p>e. The Receiver to move to dismiss the Litigation with prejudice within five business days after the Receiver's receipt of the Payment; and</p> <p>f. Agreement to become effective only upon court approval.</p>

Notice Date	Court Approval Date	Party	Status	Settlement Amount	Amount Receivable as of September 30, 2022	Summary of Material Terms
11/24/2021	12/10/2021	Julia Frank Pond in her capacity as trustee of the George D. Frank Revocable Trust, Julia Frank Pond in her capacity as trustee of the George D. Frank PENSICO Self Directed IRA, Julia Frank Pond, individually and as a member of the marital community of Julia Frank Pond and Michael G. Pond, Michael G. Pond, as a member of the marital community of Julia Frank Pond and Michael G. Pond, Tamara Parashos, individually, and Teresa Irvin, individually (collectively, the "Frank Defendants")	Completed	\$ 700,000.00	\$ -	<p>The material terms and conditions of the settlement include the following:</p> <p>a. Payment to be made by the Frank Defendants to the Receiver by wire transfer on or before February 9, 2022;</p> <p>b. Release to be granted by the Frank Defendants of the Receiver, the Pools, and the Estate (as defined in the Receivership Order), along with any and all of the Receiver's present and former members, managers, employees, assigns, attorneys, and other agents, subject to the limitations set forth in the Agreement, upon court approval;</p> <p>c. Release to be granted by the Receiver of the Frank Defendants, along with any and all of their present and former trustees, beneficiaries, transferees, employees, assigns, attorneys and other agents, subject to the limitations set forth in the Agreement, upon the first business day following the 91st day after the date on which the payment is made in full by the Frank Defendants to the Receiver, provided, however, a petition for relief under any chapter of title 11 of the United States Code is not filed by or against any of the Frank Defendants, on or prior to such business day;</p> <p>d. Frank Defendants waive the right to submit any claim in this receivership proceeding and any previously submitted claims are automatically disallowed and expunged;</p> <p>e. The Receiver to move to dismiss the Litigation with prejudice within five business days after the Receiver's release of the Frank Defendants; and</p> <p>f. Agreement to become effective only upon court approval.</p>
To review the settlement notices in their entirety, please visit: https://aeminvestors.com/settlements/						