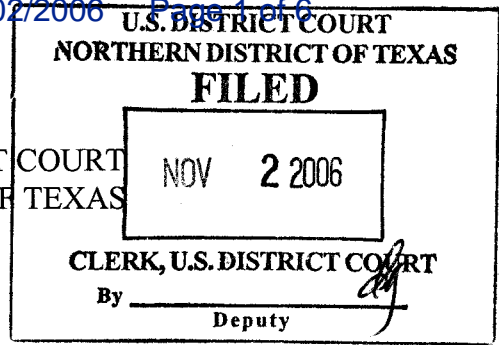


ORIGINAL



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION, §
 §
 Plaintiff, §
 §
 v. §
 §
 MEGAFUND CORPORATION, STANLEY A. §
 LEITNER, SARDAUKAR HOLDINGS, IBC., §
 BRADLEY C. STARK, CIG, LTD., and §
 JAMES A. RUMPF, Individually and d/b/a §
 CILAK INTERNATIONAL, §
 §
 Defendants, §
 §
 and §
 §
 PAMELA C. STARK, §
 §
 Relief Defendant. §

Civil Action No. 3:05-CV-1328-L

ECF
Referred to the U.S. Magistrate Judge
(Jury Trial Demanded)

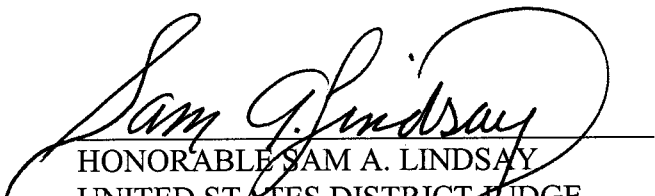
**ORDER APPROVING AND ADOPTING
SETTLEMENT ORDER TERMS**

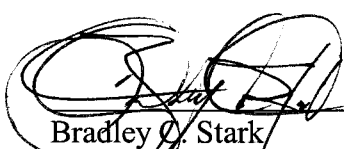
On October 27, 2006, the parties appeared before the Court and announced that a settlement had been reached with respect to the Court's Show Cause Order which was set for hearing on October 27, 2006. The parties advised the Court that they had set forth the terms of the settlement in a written document entitled Settlement Order Terms and that the parties requested that the Court approve and incorporate those terms in an Order of the Court, violations of which would be punishable by civil contempt. Each provision of the Settlement Order Terms was read into the record by the Receiver in open court. Defendants Bradley C. Stark and Pamela C. Stark each personally appeared before the Court and stated under oath that they had heard and read each term of the Settlement Order Terms and clearly understood each term and had no questions regarding any of the terms.

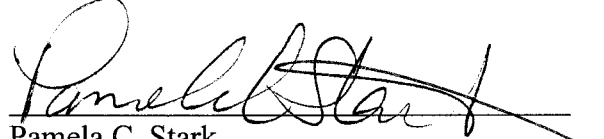
Being familiar with the pleadings and papers on file in this case, mindful of the applicable authorities and having carefully considered the matter, as well as noting the agreement of the parties, the Court finds that the Settlement Order Terms should be approved and adopted by Order of this Court. Accordingly,

IT IS ORDERED that the Settlement Order Terms attached hereto as Exhibit 1 and fully incorporated herein by reference are hereby approved and adopted by this Court as provisions of this Order. Should any violation of this Order occur, the parties are advised that such violations shall be punishable by civil contempt, if appropriate. As indicated by their signatures below, Defendants Bradley C. Stark and Pamela C. Stark agree to the form and content of this Order and the attached Exhibit 1 incorporated herein.

SO ORDERED this 17th day of ^{November, 2006.} ~~October, 2006.~~
Sgf


HONORABLE SAM A. LINDSAY
UNITED STATES DISTRICT JUDGE


Bradley C. Stark
DEFENDANT

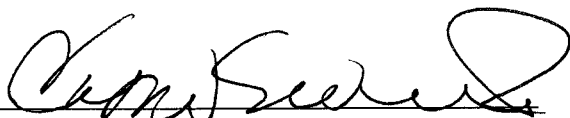

Pamela C. Stark
RELIEF DEFENDANT

AGREED AS TO FORM AND CONTENT:



Michael J. Quilling
QUILLING SELANDER CUMMISKEY & LOWNDS, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201-4240
(214) 871-2100 (Telephone)
(214) 871-2111 (Facsimile)

RECEIVER



Charles M. Meadows, Jr.
John W. Sweeney, Jr.
David N. Reed
Meadows Owens Collier Reed Cousins & Blau, LLP
901 Main Street, Suite 3700
Dallas, TX 75202
(214) 744-3700 (Telephone)
(214) 747-3732 (Facsimile)

ATTORNEYS FOR DEFENDANTS

SETTLEMENT ORDER TERMS

1. On or before 12/01/2006, Bradley and Pamela must give the Receiver a sworn financial statement on SEC standard form (which has been provided to Bradley and Pamela) relating to Bradley and Pamela's financial condition as of 10/27/2006.
2. On or before 12/01/2006, Bradley and Pamela will provide the Receiver with information regarding each and every bank account, brokerage account, and other financial institution account in which Bradley, Pamela, and Sardaukar have had any interest from 06/2004 to the present, including name of institution, account name, account number, and location of the institution. If the data has been supplied as a result of answering point 1, no further information is required.
3. On or before 11/15/2006, Bradley will send an e-mail to each individual and entity listed below, requesting confirmation of their name, physical address, and telephone number (or otherwise provide such information) and provide a copy of such e-mail to the Receiver on the date sent.

Ag Financial Services Ltd	Grainaissance Inc
Barr Chase S.A.	Gus F. Schvarckpof
Blanco Trust (Leo Neipert)	Harriette Reibman
Brian Fabian	International Consultants & Referrals
C D B & B Investors Inc	Investment World Inc
Chrystler Inc	K & R Development LLC
Clara Nell Hollaway	Kerry Semon
Classic Diamond Enterprises	Fred Keyser
Daniel Cleary III	Lynda Gramlich
Clover Investment LLC	Mack Ellery LLC
Covenant Faith Alliance	Maureen R. Rafael
L B Charitable Trust	_____ Ministries
Dvora Abrans	Jesse and Margaret Morse
Freedom Group Services Inc	Myrtle W. Jones

Norman D. Spahr

Stephen T Hood

Norwapy

Steven J Anderson

Paul Sugar

Tony Plotkin

Performance Management Group

Universal One Club LLC

Peter Kaiser

William H Wesson

Robin Schaefer

4. Within ten days thereafter, Bradley shall sign a letter to be sent by the Receiver to each of the individuals and entities set forth above in a form acceptable to the Receiver and counsel for Bradley that instructs them to file a claim form with the Receiver and which informs them that no further monies will be paid by Bradley to any of them unless paid by the Receiver.
5. On or before 12/01/2006, Bradley shall provide to the Receiver a list of all payments made, or caused to be made, by Bradley to any of the individuals and entities set forth above and provide to the Receiver the financial institution and account number from which the payment was made since 07/05/2005 to 10/27/2006.
6. On or before 12/01/2006, Bradley and Pamela shall turn over to the Receiver or his representative the two televisions formerly located in their apartment as of July 5, 2005; or in lieu thereof pay the Receiver \$5,000.00 for both of them.
7. In the event that Bradley and Pamela in the time frames set forth above perform all of the obligations set forth above, the Receiver will file an affidavit within ten days thereof with the Court so advising the Court and requesting the Court to dismiss the motion for contempt as moot.
8. In the event that Bradley and/or Pamela (as to points 1 and 2 only as to Pamela) fail to perform any or all of the obligations set forth above in the time frames set forth above, the Receiver will file an affidavit with the Court so advising the Court and will submit to the Court an agreed order of contempt under the terms of which a bench warrant will be issued by the Court for the arrest of Bradley and Pamela (as to points 1 and 2 only as to Pamela) by the U.S. Marshals office and confinement of Bradley and Pamela (as to points 1 and 2 only as to Pamela) until such time as they purge themselves of contempt. Filing of this Affidavit by the Receiver shall constitute clear and convincing evidence of a violation of the Order approving these terms and an act of civil contempt.
9. Bradley and Pamela agree to be ordered not to testify by affidavit, declaration, or otherwise in a proceeding instituted by the Receiver against third parties, except upon issuance of a court order or validly issued subpoena. In the event Bradley and Pamela do

otherwise, the Receiver may use this agreement as a basis to have the testimony stricken.

In connection with performing the foregoing obligations, should Bradley need access to records and/or computers seized by the Receiver, reasonable access upon reasonable notice shall be provided by the Receiver so long as he is accompanied by counsel. No assurances are made by the Receiver as to the availability of information asserted to exist by Bradley.