

**UNITED STATES OF AMERICA  
SECURITIES AND EXCHANGE COMMISSION**

**DEFERRED PROSECUTION AGREEMENT**

1. In connection with an investigation, the Division of Enforcement (the “Division”) of the United States Securities and Exchange Commission (the “Commission”) alleges that the Amish Helping Fund, an Ohio non-profit corporation (the “Respondent” or the “Fund”), from in or about November 1995 through in or about June 2010, violated Section 17(a) of the Securities Act of 1933, and Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder, by knowingly or recklessly making material misrepresentations in the sale of securities (the “Investigation”). Prior to any action or proceeding being brought by the Commission against it, the Respondent has offered to accept responsibility for its conduct and to not contest or contradict the factual statements contained in Paragraph 6 in any future Commission action or proceeding in the event it breaches this Agreement. Accordingly, the Commission and the Respondent enter into this deferred prosecution agreement (the “Agreement”) on the following terms and conditions:

**TERM**

2. The Respondent understands and agrees that the provisions of this Agreement are in full force and effect from July 17, 2012 through July 17, 2014 (the “Deferred Period”), unless expressly stated otherwise.

**COOPERATION**

3. The Respondent, a non-profit corporation organized and operating under the laws of Ohio, agrees to cooperate fully and truthfully in the Investigation and any related action or proceeding against other persons to which the Commission is a party (a “Proceeding”), regardless of the time period in which the cooperation is required. In addition, the Respondent agrees to cooperate fully and truthfully, when directed by the Division’s staff, in any investigation, action or proceeding by any federal, state, or self-regulatory organization related to the Investigation and the factual statements contained in this Agreement (an “Other Proceeding”). The full, truthful, and continuing cooperation of the Respondent shall include, but not be limited to:

a. producing, in a responsive and prompt manner, all non-privileged documents, information, and other materials to the Commission as requested by the Division’s staff, wherever located, in the possession, custody, or control of the Respondent;

b. using its best efforts to secure the full, truthful, and continuing cooperation, as defined in Paragraph 4, of its current and former directors, officers, trustees, employees, and agents, including making these persons available, when

requested to do so by the Division's staff, at the Respondent's expense, for interviews and the provision of testimony in any Proceeding or Other Proceeding; and

c. entering into tolling agreements during the Deferred Period with any federal, state, or self-regulatory organization in connection with any Other Proceeding, when requested to do so by the Division's staff.

4. The full, truthful, and continuing cooperation of each person described in Paragraph 3(b) above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

a. producing all non-privileged documents and other materials as requested by the Division's staff;

b. appearing for interviews, at such times and places, as requested by the Division's staff;

c. responding to all inquiries, when requested to do so by the Division's staff, in connection with any Proceeding or Other Proceeding; and

d. testifying at trial and other judicial proceedings, when requested to do so by the Division's staff, in connection with any Proceeding or Other Proceeding.

#### STATUTE OF LIMITATIONS

5. The Respondent agrees that the running of any statute of limitations applicable to any action or proceeding against it authorized, instituted, or brought by or on behalf of the Commission arising out of the Investigation (an "Enforcement Action"), including any sanctions or relief that may be imposed therein, is tolled and suspended during the Deferred Period.

a. The Respondent and any of its attorneys or agents shall not include the Deferred Period in the calculation of the running of any statute of limitations or for any other time-related defense applicable to any Enforcement Action, including any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-related defense.

b. This Agreement shall not affect any statute of limitations or other time-related defense that may be available to the Respondent before the commencement of the Deferred Period or be construed to revive any Enforcement Action that may be barred by any applicable statute of limitations or other time-related defense before the commencement of the Deferred Period.

c. The running of any statute of limitations or other time-related defense applicable to any Enforcement Action shall commence again after the end of the Deferred Period. If there is an extension of the Deferred Period executed in writing by or on behalf

of the parties hereto, then the running of any statute of limitations or other time-related defense applicable to any Enforcement Action shall commence again only after the end of the extension of the Deferred Period.

d. This Agreement is not intended as, and shall not be construed as, an admission by the Commission relating to the applicability of any statute of limitations to any Enforcement Action, including any sanctions or relief that may be imposed therein, or to the length of any limitations period that may apply, or to the applicability of, any other time-related defense.

#### STATEMENT OF FACTS<sup>1</sup>

6. If this case had gone to trial, the Commission would have presented evidence sufficient to prove the following facts:

a. In or about November 1995 the Amish Helping Fund, a religious-based organization, was established in Sugarcreek, Ohio with the stated non-profit purpose of preserving the Amish way of life by raising funds to loan to Amish families to enable them to purchase real estate or make construction improvements to existing real estate.

b. From in or about November 1995 through in or about June 2010, the Amish Helping Fund offered and sold investment contracts to thousands of investors in the Amish community, raising more than \$125 million.

c. The Fund is run by a Board of Trustees comprised of a group of elders in the Amish community. To apply for a loan, prospective Amish borrowers would approach the member of the Board of Trustees who lived nearest to them. The Board of Trustees would consider the application and decide whether to fund a particular loan. The loans were documented and recorded using a local law firm, with the borrowers paying the associated legal expenses.

d. Prospective investors interested in purchasing investment contracts from the Amish Helping Fund were given a confidential offering memorandum drafted in 1995 (the "Memorandum") by the Treasurer of the Fund. The Memorandum was the primary disclosure document provided to an investor at the time of his or her investment.

e. The Memorandum, which was factually correct when originally drafted in 1995, was not revised or updated over time to reflect material changes in business practices. Specifically, the Memorandum failed to reflect changes in the history of operations of the Fund, the cash reserves of the Fund, the use of investor monies, and the ability of investors to redeem their investments. Despite making changes in its business

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<sup>1</sup> The facts set forth in Paragraph 6 are made pursuant to settlement negotiations in connection with the violations alleged by the Division in Paragraph 1 of this Agreement and are not binding on any person other than the Respondent. Nothing in this Agreement shall limit or otherwise affect the Respondent's testimonial obligations or right to take legal or factual positions in any action or proceeding to which the Commission is not a party.

practices, the Amish Helping Fund continued to use the Memorandum after 1995, thereby distributing a document that contained statements that were no longer accurate.

f. Specifically, the Memorandum contained the following statements, which became inaccurate after 1995:

STATEMENT	REASON IT IS FALSE OR MISLEADING
<p>“The Fund has only recently been formed. The Fund does not have any historical financial or operating data upon which an investor in the investment agreements can base his or her decision to invest or not invest...”</p>	<p>From November 1996 through August 2010, the Fund had historical financial and operating data upon which investors could base their decision whether or not to invest with the Fund.</p>
<p>“All of the money invested will not be used for purchasing real estate. A reserve of approximately fifteen percent (15%) will be kept to cover the needs of the Fund...Such funds will be kept in liquid investments such as money market accounts or certificates of deposit at lending institutions...”</p>	<p>After the first year of operations, the Fund never maintained a 15% reserve in liquid investments.</p>
<p>“With the money invested in the Fund, the Fund will purchase real estate and sell it to buyers pursuant to land contracts.”</p>	<p>While the Fund initially purchased real estate and sold it to borrowers pursuant to land contracts, within the first few years of operations, the Fund ceased this practice. The Fund then used investor funds to make mortgage and construction loans, not to purchase real estate.</p>
<p>“If the Trustees consent and sufficient funds are available, the Fund will redeem the Investment Agreements within thirty (30) days of their tender by the Investor. It is the intent of the Fund to be able to honor all Members’ wishes to redeem Investment Agreements. Based on the Founders’ understanding of communities in Indiana and Illinois, this has not been a problem, but there is no guarantee that the fund will be able to redeem all Investment Agreements tendered to it.”</p>	<p>The Fund did not disclose that, because the vast majority of investor funds were deployed in mortgage loans, many of which had 15 or 20 year terms, there could never be enough funds available for redemption if the number of redemption requests exceeded a certain level.</p>

g. Each of the statements listed in Paragraph 6(f) above were false and misleading, and constituted information that a reasonable investor would consider important in making an investment decision.

h. Despite making periodic oral representations as to the financial condition and purpose of the investment at meetings, the Respondent knew or was reckless in not knowing that it was making material written misrepresentations to investors. The Board of Trustees and the Treasurer of the Respondent knew or were reckless in not knowing that the Memorandum had been drafted in 1995 and was never revised or updated, yet they continued to provide it to prospective investors.

i. To date, the investors have suffered no realized losses. In addition, there have been no foreclosures.

j. Notwithstanding the facts recited in Paragraph 6(i) above, the material misrepresentations the Respondent made to investors operated as a fraud and deceit upon investors.

k. After the Division's staff raised the misrepresentations listed in Paragraph 6(f) with the Fund, the Fund:

- (i) retained an independent certified public accountant to perform ongoing audits of the Fund's financial statements, the first of which was completed in 2010;
- (ii) updated and corrected its offering memorandum, and provided existing investors with the corrected offering memorandum;
- (iii) registered its past securities offerings with the Ohio Division of Securities, and offered all existing investors the right of rescission;
- (iv) registered a new securities offering with the Ohio Division of Securities; and
- (v) consented to a cease-and-desist order with the Ohio Division of Securities, waiving its right to appeal.

l. Almost no investors accepted the Fund's offer of the right of rescission.

#### PROHIBITIONS

7. During the Deferred Period, the Respondent understands and agrees to comply with the following prohibitions:

- a. to refrain from violating the federal and state securities laws; and
- b. to refrain from violating the applicable rules promulgated by any self-regulatory organization.

#### UNDERTAKINGS

8. During the Deferred Period, the Respondent understands and agrees to perform the following undertakings:

- a. to provide written notification to the Division, within five days, if it is questioned, charged, or convicted of any offense by any federal, state, or local law enforcement organization or regulatory agency;
- b. to provide written notification to the Division, within five days, if it is questioned, a formal or informal complaint has been made against it, or disciplinary action is taken against it by any self-regulatory organization;
- c. to retain, at its own expense, and cooperate fully with an independent certified public accountant not unacceptable to the Division that is authorized:
  - (i) to perform an annual audit in accordance with generally accepted auditing standards; and
  - (ii) to issue an opinion as to whether the Respondent's financial statements present fairly, in all material respects, the financial position of the Respondent in conformity with generally accepted accounting principles,with the first such audit to be completed before the beginning of the Deferred Period<sup>2</sup>;
- d. to provide all existing and prospective investors with accurate financial information about the Respondent, including allowing each existing and prospective investor the opportunity to review the Respondent's most recent audited financial statements;
- e. to provide all existing and prospective investors with a new offering memorandum that includes complete and accurate information about the Respondent, including, but not limited to, descriptions of: the Respondent's operations, the securities offered, the risks associated with the investment, and the management of the Respondent<sup>3</sup>;
- f. to offer the right of rescission to all existing investors, in compliance with all applicable federal and/or state securities registration provisions<sup>4</sup>;
- g. to register any new securities offerings with the Ohio Division of Securities and/or the Commission, as appropriate;
- h. to adopt on or before the beginning of the Deferred Period and implement thereafter comprehensive procedures designed to prevent future violations of the federal securities laws, including, but not limited to, procedures regarding disclosure of the nature of any investments offered to existing and prospective investors; and

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<sup>2</sup> Apple Growth Partners ("AGP") has completed audits of the Fund's financial statements for the period ended June 30, 2010. The Fund has since retained Rea & Associates ("Rea") to audit its financial statements, and Rea will continue to audit the Fund's financial statements on an ongoing basis. Neither AGP nor Rea is unacceptable to the Division.

<sup>3</sup> A new offering document was provided to existing investors beginning on December 30, 2010 and will be provided to prospective investors in the future.

<sup>4</sup> A rescission offer was made to all existing investors beginning on December 30, 2010.

i. to provide the Division with a written certification of compliance with the prohibitions and undertakings in this Agreement between forty-five and sixty days before the end of the Deferred Period.

#### PUBLIC STATEMENTS

9. After the Deferred Period begins, the Respondent agrees not to take any action or to make or permit any public statement through present or future attorneys, employees, directors, officers, trustees, agents, or other persons authorized to speak for it, except in legal proceedings in which the Commission is not a party, denying, directly or indirectly, any aspect of this Agreement or creating the impression that the statements in Paragraph 6 of this Agreement are without factual basis. This Paragraph 9 is not intended to apply to any statement made by an individual in the course of any criminal, civil, or regulatory proceeding initiated by a government or self-regulatory organization against such individual, unless such individual is speaking on behalf of the Respondent. If it is determined by the Commission that a public statement by the Respondent, or any related person contradicts in whole or in part this Agreement, the Commission, at its sole discretion, may bring an action or proceeding against the Respondent in accordance with Paragraphs 12 through 15.

10. Prior to issuing any press release concerning this Agreement, the Respondent agrees to have the text of the release approved by the staff of the Division.

#### SERVICE

11. The Respondent agrees to serve by hand delivery or by next-day mail all written notices and correspondence required by or related to this Agreement to John J. Sikora, Jr., Assistant Regional Director, Division of Enforcement, Chicago Regional Office, United States Securities and Exchange Commission, 175 West Jackson Boulevard, Suite 900, Chicago, Illinois, 60604, unless otherwise directed in writing by the staff of the Division.

#### VIOLATION OF AGREEMENT

12. The Respondent understands and agrees that it shall be a violation of this Agreement if it knowingly provides false or misleading information or materials in connection with any Proceeding or Other Proceeding. In the event of such misconduct, the Division will advise the Commission of the Respondent's misconduct and may make a criminal referral for providing false information (18 U.S.C. § 1001), contempt (18 U.S.C. §§ 401-402) and/or obstructing justice (18 U.S.C. § 1503 *et seq.*).

13. The Respondent understands and agrees that it shall be a violation of this Agreement if it violates the federal securities laws during the Deferred Period. It is further understood and agreed that should the Division determine that the Respondent has failed to comply with any term or condition of this Agreement, the Division will notify the Respondent or its counsel of that determination and provide an opportunity for the

Respondent to make a submission consistent with the procedures set forth in Securities Act of 1933 Release No. 5310. Under these circumstances, the Division may, in its sole discretion and not subject to judicial review, recommend to the Commission an action or proceeding against the Respondent for any securities law violations, including, but not limited to, the substantive offenses relating to the Investigation. Nothing in this Agreement limits the Division's discretion to recommend to the Commission any action or proceeding against the Respondent for future violations of the federal securities laws, without notice, to protect the public interest.

14. The Respondent understands and agrees that any documents, statements, information, testimony, or evidence provided by it during any Proceeding or Other Proceeding, and any leads derived therefrom, may be used against it in any future action or proceeding resulting from its violation of this Agreement.

15. In the event it breaches this Agreement, the Respondent agrees not to contest or contradict in any future Commission action or proceeding the factual statements contained in Paragraph 6 above as admissions pursuant to Federal Rule of Evidence 801(d)(2).

#### COMPLIANCE WITH AGREEMENT

16. Subject to the full, truthful, and continuing cooperation of the Respondent, as described in Paragraphs 3 and 4, and compliance by the Respondent with all obligations, prohibitions and undertakings in the Agreement during the Deferred Period, the Commission agrees not to bring any action or proceeding against the Respondent arising from the Investigation after the conclusion of the Deferred Period.

17. The Respondent understands and agrees that this Agreement does not bind other federal, state or self-regulatory organizations, but the Commission may, at its discretion, issue a letter to these organizations detailing the fact, manner, and extent of the Respondent's cooperation during any Proceeding or Other Proceeding, upon the written request of the Respondent.

18. The Respondent understands and agrees that if, during the Deferred Period, it sells, merges, or transfers all or substantially all of its business operations as they exist as of the date of this Agreement, whether such a sale is structured as a stock or asset sale, merger, or transfer, it shall include in any contract for sale, merger, or transfer a provision binding the purchaser to the obligations set forth in this Agreement.

19. The Respondent understands and agrees that the Agreement only provides protection against enforcement actions arising from the Investigation and does not relate to any other violations or any individual or entity other than the Respondent.

## VOLUNTARY AGREEMENT

20. The Respondent's decision to enter into this Agreement is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than those contained in this Agreement.

21. The Respondent has read and understands this Agreement. Furthermore, the Respondent has thoroughly reviewed all legal and factual aspects of this Agreement with its attorney, has received satisfactory explanations concerning each paragraph of the Agreement, and is fully satisfied with its attorney's legal representation. After conferring with its attorney and considering all available alternatives, the Respondent has made a knowing decision to enter into the Agreement.

22. The Respondent represents that its Board of Trustees has duly authorized, in the resolution attached as Exhibit A, the execution and delivery of this Agreement, and that the person signing this Agreement has authority to bind the Respondent.

## ENTIRETY OF AGREEMENT

23. This Agreement constitutes the entire agreement between the Commission and the Respondent, and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

24. This Agreement cannot be modified except in writing, signed by the Respondent and a representative of the Commission.

25. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no

presumption or burden of proof shall arise favoring or disfavoring the Commission or the Respondent by virtue of the authorship of any of the provisions of the Agreement.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

AMISH HELPING FUND

3-9-2012  
Date

*CHAIRMAN*  
Henry L. Erb 3315 TR-177, BALZC OH. 43804  
[AUTHORIZED CORPORATE REPRESENTATIVE'S FULL NAME]  
[REPRESENTATIVE'S TITLE]  
[REPRESENTATIVE'S ADDRESS]

On March 9, 2012, Henry L Erb, a person known to me, personally appeared before me and acknowledged executing the foregoing agreement with full authority to do so on behalf of Amish Helping Fund, as its Chairman [TITLE] and pursuant to the attached Resolution of the Board of Trustees.

Dawn M. LeMay  
Notary Public  
State: OHIO  
Commission number:  
Commission expiration: 03-10-13

**DAWN M. LeMAY**  
Notary Public, State of Ohio  
My Commission Expires 03-10-13

Baker & Hostetler LLP  
Counsel to Amish Helping Fund

Approved as to form:

March 16<sup>th</sup> 2012  
Date

[Signature]  
John J. Carney  
Baker & Hostetler LLP  
45 Rockefeller Plaza, 11th Floor  
New York, NY 10111

SECURITIES AND EXCHANGE COMMISSION  
By its DIVISION OF ENFORCEMENT

7/17/12  
Date

[Signature]  
Timothy L. Warren  
Associate Regional Director