

Dec. 18 @ 10:00am

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

NOV - 9 2009

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

OKLAHOMA DEPARTMENT OF)
SECURITIES, *ex. rel.* Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
vs.)
)
GLOBAL WEST FUNDING, LTD., CO.,)
an Oklahoma limited liability company, et al.,)
)
Defendants.)

Case No. CJ-2009-2773

**HEARING SET FOR
DECEMBER 18, 2009 @ 10:00 A.M.**

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
AGAINST DEFENDANT BRIAN MCKYE
AND BRIEF IN SUPPORT**

Plaintiff, Oklahoma Department of Securities, *ex rel.* Irving L. Faught, Administrator, pursuant to Rule 13 of the Rules of the District Courts of Oklahoma, moves for summary judgment against Defendant Brian McKye (Defendant). Plaintiff seeks an order finding that Defendant violated the Oklahoma Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003), permanently enjoining Defendant from offering and selling securities, and ordering Defendant to make restitution to his victims. Based on the undisputed facts, prior rulings by this Court in this matter, and the legal authority set forth herein, summary judgment should be entered against Defendant.

**STATEMENT OF MATERIAL FACTS AS TO WHICH THERE IS NO
SUBSTANTIAL CONTROVERSY**

1. At all times material hereto, Defendant was an Oklahoma resident who conducted business in the name of Global West Funding, Ltd., Co., Global West

Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, and The Wave-Goldmade, Ltd. *See* Transcr. Depo. Brian McKye at pp. 11-18 (September 22, 2009), Exhibit A.

2. At all times material hereto, Global West Funding, Ltd., Co. (“GW Funding”), an Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma, was controlled by Defendant. *See* Transcr. Depo. Brian McKye at 11:16-18 (September 22, 2009), Exhibit A.

3. At all times material hereto, Sure Lock Financial, LLC (“Sure Lock Financial”), an Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma, was controlled by Defendant. *See* Transcr. Depo. Brian McKye at pp. 12-13 (September 22, 2009), Exhibit A.

4. At all times material hereto, Sure Lock Loans LLC (“Sure Lock Loans”), an Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma, was controlled by Defendant. *See* Transcr. Depo. Brian McKye at pp. 12-13 (September 22, 2009), Exhibit A.

5. At all times material hereto, The Wave-Goldmade, Ltd. (“TW Goldmade”), an unincorporated association with its principal place of business in Oklahoma City, Oklahoma, was controlled by Defendant. *See* Transcr. Depo. Brian McKye at p. 13 (September 22, 2009), Exhibit A.

6. Beginning in or about May 2005, Defendant accepted money from individuals (Investors) in exchange for notes issued by Defendant in the name of GW Funding, GW Financial, Sure Lock Financial and/or Sure Lock Loans (Investment Notes). *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 3.

7. The Investment Notes stated that monthly interest would be paid at various rates determined by Defendant for a period of sixty (60) months. The actual rates varied from time to time and/or from investor to investor. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 3, *see* Transcr. Depo. Brian McKye at pp. 30-31 (September 22, 2009), Exhibit A.

8. Defendants Joe Don Johnson and James Farnham offered and/or sold the Investment Notes in and/or from the state of Oklahoma. *See* Transcr. Depo. Brian McKye at pp. 24-25 and 33:1-3 (September 22, 2009), Exhibit A.

9. Defendant and/or his agents used sales materials stating that the Investors have “100% total control” of their money and that the Investment Notes would be fully secured by real estate. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 4.

10. Investors did not have control of their investments and, in the majority of the cases, the Investment Notes were not secured or collateralized. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 5.

11. Between May 2005 and March 2009, Defendant received approximately \$6,000,000 from more than 50 Investors. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 8.

12. The majority of the Investor funds was deposited in the GW Funding bank account. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 9.

13. Defendant used Investor funds to make interest payments to other investors, to pay Defendant Heritage Estate Service, LLC, and to pay Defendant’s personal expenses. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 10; *see* Transcr. Depo. Brian McKye at 41:13-24 (September 22, 2009), Exhibit A. These payments were

unrelated to the generation of operating revenue to fund the promised interest payments to the Investors. *See* Affidavit of Stephen J. Moriarty, Exhibit B, ¶ 11.

14. Investors had no role in the outcome or success of the investments or in achieving the promised profit from the Investment Notes. *See* Transcr. Depo. Brian McKye at 30:13-25 and 31:1-16 (September 22, 2009), Exhibit A. Investors relied completely on the judgment and discretion of Defendant for the promised return. *See* Transcr. Depo. Brian McKye at 30:13-25 and 31:1-16 (September 22, 2009), Exhibit A.

15. The Investment Notes offered and/or sold by Defendant are not or have not been registered under Section 1-301 of the Act. *See* Transcr. Depo. Brian McKye at 21:8-11 (September 22, 2009), Exhibit A; *see* Affidavit of Kenneth Maillard, Exhibit C, ¶ 4.

16. Defendant is not and has not been registered under the Act to transact business in this state as a broker-dealer, agent, investment adviser or investment adviser representative. *See* Affidavit of Carol Gruis, Exhibit D, ¶ 4; *see* “Answer of Global West Defendants,” ¶ 26, Exhibit F.

ARGUMENTS AND AUTHORITIES

I. THERE IS NO SUBSTANTIAL CONTROVERSY AS TO THE MATERIAL FACTS AND PLAINTIFF IS ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW

The summary judgment procedure authorized by Rule 13 of the Rules of the District Courts of Oklahoma provides a method to dispose of cases where there is no substantial controversy as to any material fact. When a party demonstrates to the court that no controversy exists as to any material fact, and that the moving party is entitled to judgment as a matter of law, the Court has a duty to enter summary judgment in favor of

that party. Rule 13, Rules of the District Courts of Oklahoma, OKLA. STAT. ANN. TIT. 12, Ch. 2, App. (Rule 13).

II. DEFENDANT OFFERED AND/OR SOLD SECURITIES IN VIOLATION OF SECTION 1-301 OF THE ACT

Section 1-102(32) of the Act defines a “security” to include, among other things, a note and an investment contract. To determine that the Investment Notes offered and sold by the Defendant are securities under Oklahoma law, the undisputed facts in this case must be analyzed in light of the statutory definition of the term “security” and various court decisions, including decisions of the Oklahoma Supreme Court and the United States Supreme Court. The United States Supreme Court has ruled that remedial legislation such as the securities laws should be broadly construed to effectuate their purpose. *Tcherepnin v. Knight*, 289 U.S. 332, 336, 88 S.Ct. 548, 553 (1967). Further, in analyzing an investment, “form is to be disregarded over substance and the emphasis should be on (the) economic reality” of the transaction. *United Housing Foundation, Inc. v. Forman*, 421 U.S. 837, 848, 95 S.Ct. 2041, 2058 (1975).

A. Investment Notes Offered and Sold by Defendant are Securities under the Act

Section 1-102(32) of the Act defines a note as a security. As a result of the broad, general definition of the term “note,” a specialized test was declared by the United States Supreme Court in *Reves v. Ernst and Young*, 494 U.S. 56, 65, 110 S. Ct. 945, 951 (1990). In *Reves*, the Supreme Court held that the “family resemblance” test is to be used in deciding whether a note is a security. Under the *Reves* test, there is a presumption that a note or promise to pay in the future is a security.

The Court in *Reves* stated that “[i]f the seller's purpose is to raise money for the general use of a business enterprise or to finance substantial investments and the buyer's

interest is primarily in the profit the note is expected to generate, the instrument is likely to be a security.” *Id.* U.S. at 66, 110 S. Ct. at 951-952. Clearly, the Investment Notes offered and/or sold by Defendant are notes and therefore securities under the Act.

Additionally, Section 1-102(32)(d) of the Act defines an investment contract as a security. The Act specifically “includes as an ‘investment contract’ an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor[.]” This definition codifies the four-pronged test set forth by the United States Supreme Court in *SEC v. W. J. Howey Co.*, 328 U.S. 293, 66 S. Ct. 1100 (1946), and adopted by the Oklahoma Supreme Court in *State ex rel. Day v. Petco Oil and Gas, Inc.*, 558 P.2d 1163 (Okla. 1977). The four prongs of the *Howey* test, as restated in *Day* and now codified in the Act, are: (1) the investment of money, (2) in a common enterprise, (3) with the expectation of profits, (4) through the efforts of others.

The United States Supreme Court has stated that the definition of a security adopted by it in *Howey* “embodies a flexible rather than a static principle, one that is capable of adaptation to meet the countless and variable schemes devised by those who seek the use of the money of others on the promise of profits.” *Howey*, 328 U.S. at 299, 66 S.Ct. at 1103. The court in *Day* also adopted the flexible definition of investment contract under Oklahoma law. 558 P.2d at 1167.

The interests in the Investment Program offered and/or sold by Defendant satisfy all prongs of the *Howey* test. First, there was an investment of money. Defendant received approximately \$6,000,000 from more than 50 Investors.

Second, the investment involved a “common enterprise.” Section 1-102(32)(d) of the Act provides that a “‘common enterprise’ means an enterprise in which the fortunes

of the investor are interwoven with those of either the person offering the investment, a third party, or other investors[.]” All Investor money was combined in several bank accounts controlled by Defendant and the use of the funds was determined solely by the Defendant. This included making monthly interest payments to existing Investors from previous Investor funds. Therefore, the fortunes of each Investor were interwoven with the fortunes of the Defendant and other Investors.

Third, the Investors expected to make a profit from their investments based on the promised monthly payments of interest.

Fourth, any profits that were to be made by an Investor would have been derived through the efforts of Defendant. Investors had no role in the outcome or success of the investments or in achieving the promised profit from the Investment Notes. Investors relied completely on the judgment and discretion of Defendant for the promised return and had no knowledge of how the returns would be generated.

Clearly, the Investors made an investment of money in a common enterprise with the expectation of profits through the efforts of someone other than themselves; specifically the Defendant. The interests in the Investment Notes offered and/or sold by Defendant are investment contracts and, therefore, securities under the Act.

B. Defendants Have Offered and Sold Securities in Violation of Section 1-301 of the Act

The first cause of action in the Department’s Petition states that Defendant has sold unregistered securities in violation of Section 1-301 of the Act. As securities, the Investment Notes were required to be registered or exempt from registration pursuant to Section 1-301 of the Act. The securities offered by Defendant are not, and have not been, registered under the Act. Pursuant to Section 1-503 of the Act, the burden of proving an

exemption from registration is on the person claiming the exemption. However, Defendant has not raised the affirmative defense of the availability of an exemption from registration for the offer and/or sale of the unregistered securities. Failure to plead an affirmative defense is a waiver of that defense. *RST Service Mfg., Inc. v. Musselwhite*, 628 P.2d 366, 368 (Okla. 1981). Accordingly, summary judgment on the first cause of action is appropriate.

C. Defendant Was Not Registered to Transact Business in Securities in Violation of Section 1-402 of the Act

The second cause of action in the Department's Petition states that Defendant violated Section 1-402 of the Act. Pursuant to Section 1-402 of the Act, persons transacting business in securities in Oklahoma as an agent are required to be registered under the Act or to be exempt from such registration. Defendant is not, and has not been, registered under the Act. Pursuant to Section 1-503 of the Act, the burden of proving an exemption or exclusion from registration is on the person claiming the exemption. However, Defendant has not raised the affirmative defense of the availability of an exemption or exclusion from registration for transacting business in securities. Failure to plead an affirmative defense is a waiver of that defense. *RST Service Mfg., Inc. v. Musselwhite*, 628 P.2d 366, 368 (Okla. 1981). Accordingly, summary judgment on the second cause of action is appropriate.

D. Defendant Fraudulently Sold Securities in Violation of Section 1-501 of the Act

The third and fourth causes of action in the Department's Petition state that Defendant made misrepresentations in connection with the offer and/or sale of securities

and engaged in fraudulent practices against the Investors in violation of Section 1-501 of the Act. Section 1-501 of the Act provides:

It is unlawful for a person, in connection with the offer, sale or purchase of a security, directly or indirectly: 1) To employ a device, scheme, or artifice to defraud; 2) To make an untrue statement of material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or 3) To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

Defendant misrepresented that Investors would have total control over their investments and that the investments would be secured or collateralized. Further, Defendant did not use the Investor funds in such a way to generate operating revenue to pay the promised interest payments to Investors.

Defendant's use of Investor funds to pay personal expenses and to pay purported profits or investment returns to other Investors, along with the misrepresentations described above, constitute a course of business that operated as a fraud on the Investors. The misrepresentation made by Defendant, and his fraudulent course of business clearly are in violation of Section 1-501 of the Act. Accordingly, summary judgment on the third and fourth causes of action is appropriate.

E. Defendant's Statements as Adverse Inferences

Throughout his deposition testimony, Defendant repeatedly exercised his Fifth Amendment privilege against self-incrimination. As noted in the September 22, 2009 deposition transcript of Brian McKye attached as Exhibit A and the October 29, 2009, deposition transcript of Brian McKye attached as Exhibit E, these assertions were broadly exercised on all subject matters relating to this case. The Plaintiff should be entitled to benefit from the Defendant's refusal to cooperate with the discovery process and the

exercise of his Fifth Amendment privilege should be considered as an adverse inference for his failure of proof. *Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976). The Court has discretion in determining the appropriate means of dealing with the Defendant's invocation of privilege including shifting the burden to the Defendant to show a legitimate claim. *Securities and Exchange Commission v. Colello* 139 F.3d 674, 677 (9th Cir. 1998). This adverse inference must rest not only on the exercise of the Fifth Amendment privilege but also on the evidence presented by the Plaintiff in this motion for summary judgment. *National Acceptance Co. of America v. Bathalter*, 705 F.2d 924, 930, 932 (7th Cir. 1983). Plaintiff has provided sufficient evidence to support its claims.

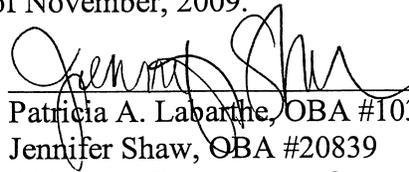
Defendant has obstructed the discovery process and has forfeited the right to now offer evidence disputing Plaintiff's evidence. *SEC v. Benson*, 657 F.Supp. 122, 1129 (S.D.N.Y. 1987). Defendant "may have to accept certain bad consequences which flow from that action." *Financial Federal Savings and Loan Association v. Savings Investment Service Corporation, et al.*, 1986 WL 641 (W.D. Okla.)(citing *Mid-America's Process Service and Lynn Whitefield v. Ellission*, No. 85-1365, 85-1369, slip op. at 4 (10th Cir. July 9, 1985). Therefore, this Court should consider Defendant's statements asserting the Fifth Amendment as adverse inferences. Defendant is unable to show a legitimate claim or that a substantial controversy exists as to the material facts.

CONCLUSION

The facts stated herein and evidentiary materials attached hereto establish that no genuine issue of material fact exists regarding the Department's causes of action for violations of Sections 1-301, 1-402 and 1-501 of the Act. Further, Plaintiff is entitled to summary judgment against Defendants as a matter of law. Plaintiff therefore prays that

this Court enter summary judgment against Defendant, permanently enjoining him from the offer and/or sale of securities in and/or from the state of Oklahoma; ordering him to make restitution to the Investors in the amounts subsequently established by this Court, with interest accruing thereon at the statutory rate from the date judgment is entered until paid in full, and ordering any other relief the Court deems just and equitable.

Respectfully submitted this 9th day of November, 2009.



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CERTIFICATE OF MAILING

The undersigned certifies that on the 9th day of November, 2009, a true and correct copy of the foregoing was mailed by first class mail, with postage prepaid thereon, addressed to:

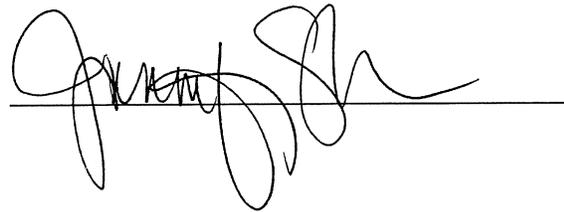
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Stephen J. Moriarty
Fellers, Snider, Blankenship, Bailey and Tippens, PC
100 N. Broadway, Ste. 1700
Oklahoma City, OK 73102

A handwritten signature in black ink, appearing to read "Stephen J. Moriarty", is written over a horizontal line.

1 And, thereupon, the said Plaintiff produced
2 the following witness, to wit:

3 BRIAN MCKYE,

4 of lawful age, being first duly sworn, deposes and
5 says in reply to the questions propounded as follows:

6 DIRECT EXAMINATION

7 BY MS. LABARTHE:

8 Q. Would you state your name for the record?

9 A. Bryan McKye.

10 Q. And have you ever used any other names,
11 Mr. McKye?

12 A. No, ma'am.

13 Q. And did you receive a notice to appear for a
14 deposition here a week ago?

15 A. Yes, I did.

16 Q. And you did not appear at that time; is that
17 correct?

18 A. No, I did not.

19 Q. And then we agreed to pursue that today, and
20 you agreed to come and testify today.

21 A. Yes, ma'am.

22 Q. Have you ever given a deposition before?

23 A. Yes.

24 Q. And when was that?

25 A. 2004, I believe.

1 Q. And was that the only other time?

2 A. I believe so.

3 Q. And what kind of case? Was it a civil
4 action?

5 A. It was a civil action.

6 Q. And what kind of a case was that?

7 A. A landlord/tenant disagreement.

8 Q. And who took your deposition?

9 A. Crowe & Dunlevy.

10 Q. So do you understand that you have to give
11 verbal responses to any questions that I ask you
12 today?

13 A. Yes, ma'am, I do understand.

14 Q. And will you let me know if you don't
15 understand a question?

16 A. Yes, I will.

17 Q. You understand that you're under oath just
18 like you would be in a courtroom?

19 A. Exactly.

20 Q. And have you taken any medication or drugs
21 that might make it difficult for you to understand or
22 answer any questions today?

23 A. No, ma'am.

24 Q. And the same with alcohol, any --

25 A. No.

1 Q. Okay. Is there any other reason you would
2 not be able to fully answer any question I would ask
3 you today?

4 A. Not that I can think of.

5 Q. Could you state your address?

6 A. P.O. Box 957, Jay, Oklahoma 74346.

7 Q. And is there a physical address?

8 A. That is the address of record.

9 Q. Is there a physical address, also? Where
10 are you physically located?

11 A. Well, I'm kind of in transit right now.

12 Q. Is the Post Office Box in Jay, is it like at
13 the Post Office?

14 A. Yes, it is.

15 Q. Okay. So are you physically living in Jay?

16 A. Most of the time I'm living in my
17 automobile, so it's kind of in transit right now.

18 Q. Okay. And what kind of an automobile is
19 it?

20 A. It's a Dodge Durango.

21 Q. And do you know the license plate?

22 A. No, not off the top of my head.

23 Q. What year is it?

24 A. A 2000 Dodge Durango.

25 Q. Okay. And when you're in Oklahoma City do

1 you also stay in the Dodge Durango?

2 A. Uh-huh, I've got a mattress in it.

3 Q. And where did you previously live?

4 A. I lived in the offices. I had a little
5 residence in -- most, if not all of the offices, I
6 had a futon and a microwave in each of them. And one
7 or two of them had showers, another one in Tulsa had
8 a shower and the one in Oklahoma City had a shower,
9 so there were places where I could actually bathe.

10 Q. And how long were you living in the offices?

11 A. Since 2001.

12 Q. And where did you live up until 2001?

13 A. I lost my home when I got divorced, and that
14 was at 2000 Northwest 13th.

15 Q. And your ex-wife got the house at that time?

16 A. No. No, we both gave up the house.

17 Q. Okay. How long had you lived there?

18 A. Twelve years.

19 Q. How many offices did you have at the time
20 you vacated the Northwest 13th location?

21 A. You mean the home?

22 Q. Yes.

23 A. Oh.

24 Q. Did you move directly from Northwest 13th
25 into one of your business offices?

1 A. No. Well, yes. Yes. Actually, that is the
2 case that I mentioned. You asked was there a
3 deposition, and that was it. It was in Citizen's
4 Tower. You know where Citizen's Tower is?

5 Q. Yes.

6 A. Okay. We had the whole top floor, and I had
7 a residence there.

8 Q. Do you have an ownership interest in any
9 real property?

10 A. Huh-uh.

11 Q. Could you give me your current phone
12 numbers?

13 A. 405-708-1636.

14 Q. Is there any other number?

15 A. Not anymore.

16 Q. Are you currently married?

17 A. No.

18 Q. Are you engaged to be married?

19 A. No.

20 Q. How are you currently employed?

21 A. I'm not.

22 Q. Are you attempting to start some type of
23 business?

24 A. Yes.

25 Q. And what type of --

1 A. Most definitely.

2 Q. And what type of business is that?

3 A. Anything that I'm masterful in, which is
4 construction lending, processing, transaction
5 processing, any of those.

6 Q. What type of transactions?

7 A. Visa and Mastercard.

8 Q. Have you contacted any individuals about
9 coming to work for you?

10 A. I have spoken to people that used to work
11 for me and asked them what are they doing, because
12 eventually if I get employed I'd like to surround
13 myself with the same people that used to work for
14 me. And -- I mean, obviously, I can't have them come
15 work for me if I'm not employed.

16 Q. Have you talked to people about starting
17 some kind of financial business?

18 A. Well, I'd like to.

19 Q. And how will you do that?

20 A. Well, I first have to get employed myself.

21 Q. And where are you trying to get employed
22 currently?

23 A. I'd rather not say right now. I mean,
24 that's not really germane to what we're doing right
25 now, where I may get a future job.

1 Q. It would be if it's a financial type of
2 business. So is it a financial-related business?

3 A. Well, I'd have to claim the Fifth on that.
4 I don't think that's very germane to my future
5 employment, even if it's financial-related. I mean,
6 that has nothing to do with the actions that we're
7 dealing with right now.

8 Q. Let's come back to that, and we'll -- but
9 you're currently not affiliated with any business?

10 A. No.

11 Q. Is there a reason you have not been able to
12 get employed until this point?

13 A. I don't know.

14 Q. Are you actively searching for a job?

15 A. Oh, yes.

16 Q. Are you familiar with a company called
17 Global West Funding?

18 A. That was mine.

19 Q. And what was the nature of that business?

20 A. We did mortgage loans.

21 Q. And how did you do mortgage loans?

22 A. We solicited people who wanted to refinance
23 or to purchase a new home and secured for them
24 financing.

25 Q. And how did you solicit people?

1 A. TV, letters, radio.

2 Q. And how many employees did you have at
3 Global West?

4 A. Actually, nobody worked for Global West. We
5 were in the midst of creating a call center, and, you
6 know, we solicited for mortgage loans as well as
7 personal loans, which encompassed the separate
8 company that I had, Sure Lock Loans.

9 Q. And how did that work?

10 A. What do you mean, how did it work?

11 Q. Well, let's talk about the mortgage loans
12 first. So for the mortgage loans you would solicit
13 people by television, letters, and radio to either
14 help them purchase a new house or to refinance their
15 existing house; is that correct?

16 A. Uh-huh. Uh-huh.

17 Q. You have to say "yes" or "no."

18 A. Yes, ma'am.

19 Q. Just so she can record that.

20 A. Okay.

21 Q. And then you mentioned that there was
22 another aspect of that business, which was personal
23 loans.

24 A. Uh-huh. No, not of that business but of the
25 other company I had, Sure Lock Loans and Sure Lock

1 Financial. So at the point at which we're soliciting
2 we would deviate to whatever product that a potential
3 customer would want.

4 Let's say they called in for a mortgage but
5 they didn't qualify for a mortgage. We would
6 immediately offer to them maybe to, you know, help
7 rebuild their credit by making a personal loan to
8 them where they could show payment history. And then
9 because we can actually put stuff on their credit, we
10 could actually help to rebuild their loan for a
11 future mortgage loan.

12 Q. And who dealt with these people that were
13 calling in?

14 A. My employees.

15 Q. And the employees of which company?

16 A. Well, remember technically nobody worked for
17 Global West or Sure Lock. They all worked for
18 TW-Goldmade. Goldmade was the employer which allowed
19 me to consolidate all of their taxes, FUDA/SUDA,
20 FICA, and everyone worked for that entity, even
21 though they may have been in Store No. 4 or Store
22 No. 7.

23 Q. And where was the Wave-Goldmade?

24 A. It wasn't really located anywhere. It was
25 just what they were employed by. It was kind of like

1 -- you've heard of staff leasing?

2 Q. No.

3 A. Where a company hires you and you don't
4 actually work for that company. You're co-leased for
5 that company which allows a myriad of benefits that,
6 you know, we garnered for each office so that they
7 didn't have to be separated if, you know, they worked
8 for Global and these guys worked for Sure Lock. They
9 didn't look at each other as outsiders. We all
10 worked for one entity and that was TW-Goldmade.

11 Q. And did TW-Goldmade have a business?

12 A. Uh-huh.

13 Q. What was the business of that entity?

14 A. Payroll.

15 Q. And how did it get the money to pay the
16 payroll?

17 A. Oh, each company contributed. Let's say
18 they worked at a Sure Lock Finance store or they
19 worked at a Global West store, that company would pay
20 to TW-Goldmade the amount of that person's weekly
21 salary.

22 Q. And where did the Wave-Goldmade have bank
23 accounts?

24 A. I believe just at Bank of America.

25 Q. How were the mortgage loans of Global West

1 financed?

2 A. The typical mortgage loan would be closed
3 and sold and then held for a certain amount of time
4 and then sold off. Typically, the term is maybe a
5 week up to four weeks. And the buyers of those were
6 typically, up until two years ago, big boys, like
7 Citibank, Countrywide, Firstbank, you know, big
8 institutional lenders.

9 And then we transition because, you know,
10 Citi went bankrupt -- or it didn't go bankrupt but it
11 went out of business, and Countrywide went and got
12 bought out. So they stopped buying loans, and so we
13 went to individuals, individual people, who wanted to
14 have a higher return on their investment.

15 Q. And when did that practice begin?

16 A. About 2006.

17 Q. So if I saw an ad on TV and contacted Global
18 West or contacted the phone number and I wanted to
19 buy a new house and I could qualify for a mortgage,
20 how was the mortgage funded by you?

21 A. Well, it was a two-step process. We would
22 fund it and then get it sold. After the sale of it,
23 we would get paid for and we would make the split.
24 We were a broker in loans, basically.

25 Q. So how would you initially fund it? What

1 money would you use to initially fund my loan?

2 A. Through the money on hand. Whatever funds
3 we had to pay that loan was disbursed as though it
4 wasn't going to be a long time before we would get
5 the loan sold.

6 Q. But where would that money come from? Was
7 there revenue being generated by Global West?

8 A. Well, yes. Yes. The vast majority of the
9 loans that Steve Moriarty is collecting on are from
10 Global West. There's a very small portion that are
11 coming in from Sure Lock, but the vast majority is
12 coming in from Global West.

13 Q. The vast majority of revenue?

14 A. Paid in.

15 Q. From what source?

16 A. Global West.

17 Q. But what was the -- what caused the revenue
18 to be generated?

19 A. Loan income.

20 Q. From what kind of loans?

21 A. All kinds, whether we broker them or whether
22 we kept them. I mean, when we make loans, we would
23 season the loans or sell them. Typically, we would
24 want to season them for a short period of time just
25 so that we could show that whoever the upstream buyer

1 was, hey, these are good-paying clients. So we would
2 season them for a certain length of time and then
3 sell them off.

4 Q. Before you sold them off my house purchase
5 has to be funded. Where did that money come from?

6 A. Operations.

7 Q. And what were the operations that were
8 generating revenue?

9 A. Global West and Sure Lock Loans and Sure
10 Lock Financial, the seven stores, and then Global
11 West.

12 Q. So the --

13 A. TW-Goldmade was not a -- really an income
14 producer. So it was just relegated to Global and
15 Sure Lock's.

16 Q. So my mortgage was going to be funded out of
17 the payday loan business?

18 A. Maybe partially.

19 Q. And what else?

20 A. The other Global West loans.

21 Q. What loans were those, though?

22 A. The ones you just said. If I did your loan,
23 you know, I broker your loan, so I can either season
24 that loan and just have you make your payments to me
25 or I can sell that one off and I'm going to get what

1 I got for the loan plus my brokerage fees, which
2 could be as high as, you know, several percentage
3 points. That's operations.

4 Q. Do you have a company called Process Mart?

5 A. Yes.

6 Q. And what does that company do?

7 A. Nothing right now, but I'm hoping in the
8 future it may do something.

9 Q. And what is the nature of that business?

10 A. Credit card processing.

11 Q. When was the last time you did anything with
12 that business?

13 A. What do you mean, "did anything with it"?

14 Q. Worked on trying to start that business.

15 A. I'd rather not say.

16 Q. Have you raised any money for that business?

17 A. Huh-uh.

18 Q. Is that a --

19 A. It's just sort of stagnant right now.

20 Q. Have you raised any money for that business?

21 A. No.

22 Q. Have you talked to anyone about giving you
23 money for that business?

24 A. No.

25 Q. And what is the Hughes Living Trust?

1 A. I'd rather not say.

2 MR. MORIARTY: Just so we get some
3 clarification for the record, could you indicate
4 whether you're choosing not to refuse -- you're
5 refusing to answer the question because you don't
6 believe it's relevant or because you're invoking some
7 Fifth Amendment privilege?

8 THE WITNESS: Because I'm invoking some
9 Fifth Amendment privilege.

10 MR. MORIARTY: Okay. You need to
11 specifically state that on the record so that it can
12 be noted on the record the questions to which you are
13 asserting your Fifth Amendment privilege.

14 THE WITNESS: Okay. That is the reason.

15 Q. (By Ms. Labarthe) About the Hughes Living
16 Trust?

17 A. Uh-huh.

18 Q. What about the activities on Process Mart,
19 would your answer be that you're asserting a Fifth
20 Amendment privilege or that you're --

21 A. No, I did answer those.

22 Q. The last time you engaged in any activity on
23 Process Mart?

24 A. Yeah, I already answered those. Yeah.

25 Q. What was the answer?

1 A. No. You asked me, are you doing anything on
2 that, have you made any activities, are you raising
3 any on that, and the answer is, no, no, no.

4 Q. Okay. Prior to getting involved with these
5 companies, Global West, Sure Lock Loans, and the
6 Wave-Goldmade, did you have prior employment?

7 A. Yes.

8 Q. What was your previous employment?

9 A. I'd rather not say because of Fifth
10 Amendment privileges.

11 Q. You're claiming a Fifth Amendment privilege
12 on a question about your previous employment?

13 A. Prior to these companies.

14 Q. Do you have any professional licenses?

15 A. Several.

16 Q. What do you have?

17 A. Each --

18 Q. I'm sorry?

19 A. Each of the seven offices has either one or
20 two licenses.

21 Q. Each of the Sure Lock Loan offices?

22 A. Uh-huh.

23 Q. And what are those licenses?

24 A. I'd rather not say because of Fifth
25 Amendment privileges.

1 Q. Have you ever had a securities license?

2 A. I'd rather not say because of Fifth
3 Amendment protections.

4 Q. Have you ever registered any securities with
5 the United States Securities and Exchange Commission?

6 A. I'd rather not say because of Fifth
7 Amendment privileges.

8 Q. Have you ever registered any securities with
9 the Oklahoma Department of Securities?

10 A. I'd rather not say because of Fifth
11 Amendment protections.

12 Q. Did you report any earnings in 2008?

13 A. To whom?

14 Q. To the IRS.

15 A. I don't know.

16 Q. Did you file a tax return this year for
17 2008?

18 A. I'd rather not say because of Fifth
19 Amendment protections.

20 Q. Did you file a tax return for 2007?

21 A. I rather not say because of Fifth Amendment
22 protections.

23 Q. Would your answer be the same if I went back
24 for five years?

25 A. Five years before 2007?

1 Q. Let me just ask each question then.

2 Did you file a tax return with the IRS in
3 2000 -- for 2006?

4 A. Yes.

5 Q. And what was the source of your earnings in
6 2006?

7 A. My personal earnings?

8 Q. Yes.

9 A. The companies that we're talking about.

10 Q. Which companies?

11 A. All of them, Global West, Sure Lock, the
12 whole thing.

13 Q. And did you file a tax return for 2005?

14 A. Yes.

15 Q. And what was the source of your earnings
16 that year?

17 A. Global West, Sure Lock, the whole thing.

18 Q. And what about 2004?

19 A. The same.

20 Q. Okay. And do you have any idea what the
21 earnings that you reported would have been in any of
22 those years?

23 A. No, I don't recall.

24 Q. Do you have copies of those tax returns?

25 A. Not on me. I'm certain that, you know, he's

1 got copies in his files.

2 Q. Mr. Moriarty?

3 A. Uh-huh.

4 Q. Are you familiar with a company called
5 Heritage Estate Services?

6 A. Yes.

7 Q. And how did you become familiar with that
8 company?

9 A. I employed its CEO under contract in 2004 or
10 2005 as a subcontractor, as an independent
11 contractor.

12 Q. Was there an actual contract executed?

13 A. Uh-huh.

14 Q. And it's between the company -- who were the
15 parties in the contract?

16 A. Global West and its principal, Joe Don.

17 Q. Joe Don?

18 A. Johnson.

19 Q. And how did you know Mr. Johnson?

20 A. He was referred to me by one of my
21 employees.

22 Q. Who was that?

23 A. I don't remember. I just remember that he
24 came in through recommendation through one of the
25 employees.

1 Q. And what was he recommended to do?

2 A. Mortgages. In other words, mortgage
3 originating.

4 Q. So in the example I gave you, if I came
5 to -- saw the ad on TV and came to you or called you
6 to get the mortgage for my new house, did he play a
7 role in that process?

8 A. No. At that time we were doing
9 predominantly call center sales. So his was strictly
10 on his own, meaning, he could bring in customers and
11 originate, if you know the difference between
12 originating and underwriting. He would originate
13 loans and then I would underwrite them.

14 Q. Okay. So for someone like me, could you
15 explain the mechanics of that?

16 A. Let's say you were just good, close friends
17 with Joe Don. Okay? Joe Don, through knowing you,
18 would say, I have a good source for low interest rate
19 loans over here at Global, and that's how I would get
20 the loan originated through Joe Don Johnson.

21 Q. On the sale of my house or the purchase of
22 my house?

23 A. Possibly, yeah.

24 Q. At some point did Mr. Johnson get involved
25 with the raising of investor funds with you?

1 A. I'd rather not say because of Fifth
2 Amendment privileges.

3 Q. Do you know whether Mr. Johnson had other
4 people who worked for him?

5 A. I'd rather not say because of Fifth
6 Amendment privileges.

7 Q. You're not going to say whether he had
8 people that worked for him?

9 A. He was an independent contractor, which
10 means he could hire and fire whomever he wanted.

11 Q. And his contract was with Global West?

12 A. His contract was with Global West.

13 Q. And what services was he going to provide
14 under this contract?

15 A. Just originating, meaning, he would bring
16 loans to the table and then we would either fund them
17 or not.

18 Q. And at some point did the business switch to
19 you all actually issuing notes to these people? Did
20 the business change, I guess, at some point?

21 A. Not that I recall.

22 Q. When you would do the television advertising
23 and the letters and the radio advertising, what phone
24 number were people directed to contact?

25 A. The Global West phone number.

1 Q. And who would those calls come to?

2 A. The call center.

3 Q. And who worked in the call center?

4 A. My employees, not Joe Don or his people.

5 Q. So how would he get involved in the process
6 under his contract with you?

7 A. Well, like the example that I raised, if you
8 were a close friend of his or let's say you lived on
9 the same block as him and he had contacted you and
10 said, hey, I've got this person over here that gives
11 low interest rates, then he would originate that for
12 you to us.

13 Q. And were they just mortgage loans?

14 A. (Nodded head.)

15 Q. So that was all he did in the initial
16 relationship?

17 A. Note loans. In other words, we would take a
18 mortgage, we would take a lien, or if their credit
19 was wonderful we wouldn't need to take anything at
20 all. But one of those three collateral items, note,
21 a lien, or a mortgage.

22 MS. LABARTHE: Can we go off for a second?
23 (A short recess.)
24 (Deposition Exhibit No. A was marked for
25 identification and made a part of the record.)

1 Q. (By Mr. Labarthe) Mr. McKye, I'm going to
2 hand you what I've marked as Exhibit A and ask if you
3 can identify that.

4 A. Okay.

5 Q. What is that?

6 A. Looks like an application.

7 Q. For what?

8 A. No, this is more than an application. I
9 don't know. There are some things scratched out
10 here. What would you like me to tell you about
11 this?

12 Q. I just want you to identify the documents.
13 You can go page-by-page if you want. You can
14 identify it however you want, but I'm just asking you
15 to identify the documents in this packet.

16 A. Okay. Okay.

17 Q. What is that? What are those documents?

18 A. Well, it's kind of self-evident what it is.
19 It's an application on the top, it looks like.

20 Q. For what?

21 A. For account setup. It looks like they're
22 opening an account.

23 Q. And who are they opening an account with?

24 A. Global West.

25 Q. And are you familiar with James and Mary

1 Conley?

2 A. No, not off the top of my head.

3 Q. How would they have received an account
4 application if they didn't know you?

5 A. What do you mean, if they didn't know me?

6 Q. Who would have opened an account for them?

7 A. Well, what year was this? It doesn't have a
8 date? October of 2008.

9 Well, the name Conley sounds familiar, but
10 there are a lot of mark-through's here. The name
11 Conley does sound familiar, though.

12 Q. Well, how would someone open a Global West
13 account? Who would they deal with? Let's start
14 here.

15 Who is this phone number on the very first
16 page of Exhibit A, 866-305-9090?

17 A. That is my phone number.

18 Q. So when someone was going -- if someone were
19 going to open a Global West account, how would they
20 do that?

21 A. I'd rather not say because of Fifth
22 Amendment privileges.

23 Q. I'm going to turn your attention to -- let
24 me ask you this.
25 Was there a minimum amount for a Global West

1 account application?

2 A. This is a Global West account application.
3 If you mean, did we make accounts for varying
4 amounts, the answer is yes.

5 Q. Was there a minimum amount that someone had
6 to deposit to set up an account?

7 A. No.

8 Q. On the second page, where it says Global
9 West Account Application, No. 3, it says "Funding
10 your account, a minimum debt purchase of \$2,500 is
11 required to open your account." Is that true?

12 A. When you're saying, "an account," an account
13 can be for various purposes. They can have a
14 mortgage account. They can have a home loan
15 account. They can have many different types of
16 accounts.

17 We do all types of financial services. We
18 do Visa, Mastercard. I don't know this one in
19 particular, being a minimum of \$2,500 required to
20 open your account. But it says what it says.

21 Q. Can you tell what kind of an account this
22 was?

23 A. Well, I can by the note. It was a Premium
24 60 Note.

25 Q. And what is a Premium 60 Note?

1 A. That means that I was under contract with
2 them to pay them a fixed payment of \$31.83 a month
3 for the next 60 payments.

4 Q. And did you sign the note?

5 A. Yes, I did.

6 Q. And can you tell from looking at the note
7 how much they paid for the Premium 60 Note?

8 A. It looks like 4,351.10.

9 Q. Four thousand --

10 A. -- three-hundred-and-fifty-one dollars and
11 ten cents.

12 Q. Thank you.

13 And how was the annual percentage rate -- I
14 noticed that the annual percentage rate is 8.78
15 percent. How was that determined?

16 A. Many different factors were going on in
17 October of last year. Countrywide was in a
18 tailspin. Citibank was actually looking for a way to
19 eliminate brokers, such as myself. So it was based
20 on our ability to borrow.

21 So 8.78 was not necessarily arbitrary. It
22 was based on something, but I'd have to go back on
23 our records, which are, you know, in storage, to see
24 exactly what that was.

25 Q. Did the notes all have the 8.78 percent

1 rate?

2 A. No. No, they were all varying rates. They
3 would be in different amounts, according to
4 what -- whatever that date was, October 1st, whatever
5 we were able to borrow money at that point.

6 Q. And who would make the decision about the
7 rate?

8 A. Either myself or one of my lenders.

9 Q. And did you have to approve the rate?

10 A. Yes. All decisions on rates went through
11 me.

12 Q. And who came up with the idea for the
13 Premium 60 Note?

14 A. Me.

15 Q. And did you prepare the notes?

16 A. Yes.

17 Q. And were the notes offered exclusively by
18 you?

19 A. I'd rather not answer that on the grounds
20 that it's Fifth Amendment privilege.

21 Q. It's a Fifth Amendment privilege that you're
22 asserting for yourself?

23 A. No, I can't say why I've used these. I
24 mean, it's a document. Anybody could use a document
25 after it's published.

1 Q. No, who would the Conley's have had contact
2 with?

3 A. I don't understand the question.

4 Q. Okay. Let me ask you this.

5 Were these notes -- did they have any
6 collateral?

7 A. Uh-huh.

8 Q. And what was the collateral?

9 MR. MORIARTY: Is that a "yes?"

10 THE WITNESS: Yes.

11 MR. MORIARTY: You need to say "yes" or
12 "no."

13 Q. (By Ms. Labarthe) What was the collateral
14 for the notes?

15 A. Well, it looks like the collateral was an
16 assignment of the notes here on Page A.

17 Q. And what were those notes?

18 A. Those were loans through Global maybe. It
19 might have been through Sure Lock, but by and large
20 most of the notes came through Global.

21 Q. Who is James Farnham?

22 A. He's a gentleman.

23 Q. Is he -- was he involved in this transaction
24 with the Conleys?

25 A. Well, he notarized it.

1 Q. How would he -- was he an employee of yours?

2 A. I'd rather not say because of Fifth
3 Amendment privileges.

4 Q. Because of your Fifth Amendment privilege?

5 A. I'm exercising my Fifth Amendment privilege.

6 Q. Did you sign the assignment?

7 A. That is my signature.

8 Q. And what about the Attachment A with the
9 names Campbell and Carpenter?

10 A. That's the one I was talking about.

11 Q. What about the previous ones, Assignment of
12 Note/Lien/Mortgage Collateral?

13 A. Yes, that looks like my signature, as well.

14 Q. Do you remember meeting with the Conleys?

15 A. I'd rather not say.

16 Q. On what grounds?

17 A. Fifth Amendment privileges.

18 Q. What was your relationship with Sterling
19 Trust?

20 A. I claim the Fifth on that, too.

21 Q. Did you ever meet with any Premium 60 Note
22 purchasers?

23 A. I claim the Fifth on that one, too.

24 Q. Why would people like the Conleys have
25 thought that the note purchase was a good investment

1 for them?

2 A. We've been around so long.

3 Q. Who's been around so long?

4 A. Global West.

5 Q. Were they -- any of the investors told about
6 any risk to their money?

7 A. I claim the Fifth on that.

8 Q. Was there a guarantee in return on the
9 Premium 60 account?

10 A. I claim the Fifth on that.

11 Q. If you'd turn to Exhibit A, the financial
12 profile page, which is -- it looks like at the top
13 right it says "Sure Lock Account Application, Page
14 3." Number 2 says "Financial Profile." And there
15 are some lines checked under annual income, estimated
16 net worth, estimated liquid net worth, and federal
17 tax bracket.

18 A. Well, then this is -- that is very
19 confusing. Do you see that? For it to be a Sure
20 Lock account application, yet, the top page -- or the
21 top two pages show Global West account. That's --
22 the top two pages show Global West and then the
23 second page says Global West, but then the third page
24 shows Sure Lock Account Application.

25 Q. But the third --

1 A. But that doesn't address your question.
2 What was your question?

3 Q. Assuming that it's all correct --

4 A. Uh-huh.

5 Q. -- what -- who was responsible for filling
6 in these income, net worth, and tax bracket lines?

7 A. You mean the check boxes?

8 Q. Yes.

9 A. I don't know. I claim the Fifth on that.

10 Q. If you turn to the page that says Sure Lock
11 Account Application, Page 7, it looks like there's a
12 signature by Mary Conley. And underneath that it
13 says, "Please tell us where you heard about Sure
14 Lock's financial solutions." Do you see that?

15 A. Uh-huh. Yes, I do.

16 Q. And who is indicated as referring the
17 Conleys to Sure Lock?

18 A. That is looking like a pre-printed check
19 box. I can't believe a hand did that. It doesn't
20 look like any hand that I've ever seen. If you look
21 at the rest of the documents, these are all done by
22 hand. That almost looks like it's a pre-printed --
23 look at the rest of the checks. They don't look that
24 clean, and crisp, and clear. It doesn't look like it
25 was done by hand.

1 Q. Who -- what does the box checked --

2 A. We don't check boxes like that. The
3 customer will fill that in.

4 Q. Okay.

5 A. And if they fill that in, that looks like it
6 was done by some machine.

7 Q. Okay. But who are they indicating referred
8 them to Sure Lock?

9 A. I don't know, because I don't think that was
10 done by hand. I don't think Ms. Conley did that box.

11 Q. Is the box that's checked the one that
12 indicates that Heritage referred them to Sure Lock?

13 A. There is a -- there is a -- it looks like a
14 electronically-generated check in the Heritage box.

15 Q. How many people have these account
16 applications?

17 A. I don't know.

18 Q. Did Heritage have account applications to
19 fill out --

20 A. No.

21 Q. -- for people?

22 A. Huh-uh.

23 Q. These were all kept at Global West?

24 A. Global West offices.

25 Q. And who had access to those?

1 A. Just administration. Just administration.
 2 Q. And who would that be?
 3 A. Administration personnel. I mean --
 4 Q. What were their names?
 5 A. At the time of this? I don't know.
 6 Q. In October of 2008?
 7 A. Yeah, I have no idea.
 8 Q. Were you an administrative --
 9 A. I was.
 10 Q. -- personnel?
 11 A. Yes.
 12 Q. Who else?
 13 A. I don't know off the top of my head.
 14 (A brief interruption.)
 15 Q. (By Ms. Labarthe) Did Mr. Johnson have
 16 access to any of the account applications for Sure
 17 Lock or Global West?
 18 A. No. No.
 19 THE WITNESS: If you can't hear me, go ahead
 20 and say, "I didn't hear you."
 21 THE REPORTER: I'm hearing you fine.
 22 Q. (By Ms. Labarthe) Did Mr. Farnham have
 23 any -- have access to any account applications?
 24 A. I don't think so.
 25 Q. Do you know Mr. Farnham?

1 A. I know of Mr. Farnham.
 2 Q. But you haven't met Mr. Farnham?
 3 A. I know of Mr. Farnham.
 4 Q. Have you met Mr. Farnham?
 5 A. Yes.
 6 Q. In what context?
 7 A. I'd rather not say because of Fifth
 8 Amendment privileges.
 9 Q. Where did the collateral come from that was
 10 being assigned to the Conleys in Exhibit A?
 11 A. You know the example you gave if you wanted
 12 a loan? Remember, if you were making a loan how
 13 would I orchestrate that loan or originate that loan?
 14 Q. Yes.
 15 A. That particular loan would be used as
 16 collateral.
 17 Q. What kind of loans were these for \$3,200
 18 \$2,500?
 19 A. Trusts. I'm almost certain. I'm almost
 20 certain trusts.
 21 Q. And what kind of trusts?
 22 A. It could have been bathrooms or remodeling,
 23 but you know, just thinking that the dollar amount is
 24 consistent with a trust, we're talking about
 25 somewhere around a bathroom, carpeting, or a trust.

1 Q. And what kind of trust?
 2 A. A revokable living trust.
 3 Q. And how would a revokable living trust be
 4 used as collateral for a Premium 60 Note?
 5 A. When the note was originated --
 6 Q. Which note?
 7 A. The note for, let's say, Mr. Campbell's
 8 home, that particular note would be a lien on
 9 Mr. Campbell's home until he pays off the price of
 10 the note, 3,260.42.
 11 Q. So where did these notes come from, from
 12 Mr. Campbell and Mr. Carpenter?
 13 A. They came from a myriad of sources, but they
 14 would typically be a trust note that was
 15 collateralized for Mr. Conley's loan. That became
 16 the collateral.
 17 Q. And as the assignor, were you the owner of
 18 these notes from Mr. Campbell and Mr. Carpenter?
 19 A. Global West was.
 20 Q. And how did Global West come to acquire
 21 notes?
 22 A. Well, also -- but I've got to say one caveat
 23 to that. The fact that these are saying Sure Lock,
 24 it could have been Sure Lock. There were some notes
 25 that were done by the stores. Because as the stores

1 began to grow after 2007 -- in 2006 there was not a
 2 lot of that. But 2007, 2008, and 2009, we began to
 3 -- the stores became more active in making those type
 4 of loans and those became collateral for loans, such
 5 as Mr. Conley's.
 6 Q. But the Conley's note is issued by Global
 7 West Financial, LLC; is that correct?
 8 A. Yeah. Well, yes.
 9 Q. Why are you listed as the assignor and not
 10 GlobalWest or Sure Lock on the Assignment of
 11 Loan/Lien/Mortgage Collateral and on the blanket
 12 assignment?
 13 A. As president of the company, I'm the only
 14 one that has that authority.
 15 Q. Was Mr. Farnham present for all of these
 16 transactions, or just the Conleys?
 17 A. Well, he was obviously present for the
 18 Conleys.
 19 Q. Was he present for others?
 20 A. Certainly.
 21 Q. And when he was present to notarize the
 22 signatures of you as assignor and the Conleys as
 23 assignee, or other people as assignees, was everyone
 24 together for the signing of the documents?
 25 A. I claim the Fifth on that.

1 Q. Who determined what to use as collateral for
2 the Premium 60 Notes?

3 A. Myself.

4 Q. Did some of the purchasers of the Premium 60
5 Notes use IRA funds to purchase the notes?

6 A. Yes.

7 Q. And did they liquidate existing IRAs to make
8 the investment with Global West or Sure Lock?

9 A. Yes.

10 Q. Was anyone compensated for the sale of the
11 notes?

12 A. What do you mean?

13 Q. Did anyone -- did Mr. Farnham receive any
14 money for the sale of the notes to the Conleys?

15 A. I claim the Fifth on that.

16 Q. Were you compensated for the sale of the
17 note to the Conleys?

18 A. I claim the Fifth on that.

19 Q. Did Mr. Johnson ever receive any
20 compensation for sale of Premium 60 Notes?

21 A. I claim the Fifth on that.

22 Q. Did any other individuals ever receive
23 compensation for the sale of the Premium 60 Notes?

24 A. I claim the Fifth on that.

25 Q. Did any assignments of collateral ever get

1 made -- let me strike that.

2 In the assigning of the collateral, were --
3 how did you ensure that collateral was not assigned
4 to multiple Premium 60 Note holders?

5 A. Say that again.

6 Q. Was there ever -- who was responsible for
7 making sure that the collateral assignments were not
8 made to multiple note holders?

9 A. Myself.

10 Q. And did you ever discover that that
11 happened?

12 A. Well, you'll see over here on the contract,
13 under point 4, "This investment. All investments
14 contain some degree of risk. Your actual investment
15 can and will become dissolved, reduced day. Such
16 factors may go up or down, further dissolving the
17 actual equity value of the note, liquid notes, held
18 by company. Even those this particular investment
19 note carries a fixed income return for the investor
20 over the life of the contract, such fixed monthly
21 notes, monthly income, is subject to the good and
22 sound practice of the company. Some of the hazards
23 which afflict most, if not all financial companies in
24 North America, wars, terrorist attacks, famines,
25 pestilence, not withstanding fraud, graft, and

1 corporate corruption, all can and do happen. Please
2 consider this before investing money anywhere at any
3 time."

4 So -- oh, I misread that. I'm sorry. I
5 missed a line. Let me read that again.

6 "Reduced," not day, "reduced in equity
7 value," correction, "by the fact of from three to
8 four times (at no guaranteed factor) the actually
9 liquidity of the notes held by the company on any
10 given business day."

11 I'm sorry. Can we get that back into the
12 record? So there were individuals whose assignment
13 would be assigned to another individual in addition
14 to them up to three, maybe four times.

15 Q. So how did that assignment protect the
16 Conleys then?

17 A. Well, as long as the company -- the company
18 was liable, the company still had a contractual
19 obligation by default. If we default, then they can
20 sue the company. Okay? And it's just like a lien
21 that you may place on a home, it's time is of the
22 essence. The first lien is in the first position,
23 the second lien is in the second position, and so on
24 and so forth.

25 So, you know, we paid attention to when

1 people paid off. We would roll another lien into
2 their package, or if they went into default or they
3 went bankrupt or something, we had an obligation --
4 which is further down in the contract -- we had an
5 obligation to put a performing loan in place of that
6 one that just got rolled out.

7 I think it's under rotation seasoning on the
8 Assignment of Note/Lien/Mortgage, on No. 3, where it
9 says, "Assignor is responsible" -- "assignor,"
10 meaning us -- "is responsible annually to make
11 seasoned rotations of appropriate liens and mortgages
12 into and out of assignor's account of amortized
13 paper, whether in status, default, negative
14 amount" -- meaning they paid some large amount
15 down -- "or paid-down status. This will not affect
16 assignees interest payment monthly. Assignor
17 warrants to assignee the net value of their
18 collateral will not diminish in a value of one-to-one
19 per dollar of the face value." "Value," meaning
20 locally, municipally-held values of liened property
21 held.

22 So what we're saying to them is, we're going
23 to assign your interest, one or up to four. And in
24 doing so, if something degrades or devalues, we have
25 an obligation to replenish that with something else

1 and also we have an obligation to continue with the
2 current monthly payments.

3 And the final sentence in there I want to
4 reiterate, "Assignor warrants to assignee the right
5 to keep in his or her possession true and correct
6 copies of all collateral instruments."

7 That means, they don't have the right -- it
8 says higher up here -- they don't have the right to
9 collect on those instruments unless and until the
10 company falls into default.

11 At that point, they have the right to not
12 just collect the instrument but actually begin to
13 contact that person, say, hey, you don't owe your
14 payments over here to Global, you owe your payments
15 to me, James Conley.

16 Q. Okay. So do the note holders actually have
17 the backup documentation on there?

18 A. No, that just gives them the right to ask
19 for it and receive it.

20 Q. From whom?

21 A. From us.

22 Q. And then they can pursue it on their own?

23 A. As long as we didn't fall into default.

24 Q. But what if it's multiply pledged?

25 A. Then it's kind of like a lien position. In

1 other words, first lien position of the first person
2 that gets to pledge. I mean, the next one can come
3 in, and the next one can come in, up to four, but
4 they all split, you know, what those payments are.

5 Q. But it wouldn't have been the full value.

6 A. It would have been the full value of the
7 debt owed to them because, you know, they're holding
8 an obligation.

9 Q. Okay. So like taking the Campbell's, for
10 example, if their note was pledged to multiple
11 Premium 60 Note holders, then the Premium 60 Note
12 holders would have to pursue an action on their own
13 to collect on that collateral if something were to
14 happen to Global West?

15 A. Yes.

16 Q. And if you had multiple note holders that
17 had the Campbell's listed as their collateral, they'd
18 all have to go after the Campbell's separately and
19 then split --

20 A. Or collectively, either one.

21 Q. -- and split the collateral value.

22 A. Yes.

23 Q. Were the note holders told that their
24 collateral might be assigned to someone else, as
25 well?

1 A. Well, it's right here in black and white.
2 Point No. 4, Dissolution of Capital. Not every one's
3 went to other people.

4 Q. Did you go over this contract with the
5 Conleys?

6 A. What do you mean, "go over it"? Did I read
7 it word-for-word, no.

8 Q. But you don't remember meeting with them
9 specifically?

10 A. Well, the name sounds -- I know I've spoken
11 to them. The name sounds correct.

12 Q. Did you go over these Premium 60 Notes with
13 some of the investors?

14 A. Well, of course, yeah. Yeah.

15 Q. Did anyone else go over these notes with
16 investors?

17 A. This -- okay. Patty, after you subpoenaed
18 my records in 2006 -- remember that, in 2006 -- this
19 document changed. Countrywide hadn't collapsed then,
20 neither had Citibank in 2006, so I didn't really need
21 to do that.

22 I had a benefit of going with Citibank and
23 Countrywide because they would give me four-to-one.
24 I mean, if I put \$50,000 in Countrywide's warehouse
25 account, I could loan \$200,000. I didn't just invent

1 that figure, four-to one. You know, when you're
2 doing mortgages you can do four-to-one, or at least
3 3.75-to-one.

4 So when you put a warehouse account
5 together, you have the ability to go out and loan
6 four times -- almost four times the amount of money
7 that you have an account with Countrywide, Citibank,
8 or whoever, and that's common practice in mortgage
9 lending. That came after that.

10 So I'm not going to lie and say every one of
11 these contracts has this stipulation in it, because
12 it didn't. Prior to this -- and I think it was right
13 after the first meeting that you and Skip had -- I
14 changed that largely because of what Skip had advised
15 after your conversation with him. That was added
16 later.

17 So there are individuals, as Mr. Moriarty
18 knows, that do not have collateral. I mean, there's
19 different wording, but they don't have any notes or
20 collateral. It was just the promissory note itself
21 was their collateral.

22 Q. How did you plan to pay interest like is
23 promised in the Conley's note and the principle?

24 A. Was that the end of the sentence?

25 Q. Yes. Sorry.

1 A. I intended to grow the stores exponentially
2 and was doing so very well in 19 -- 2009. I mean, we
3 had really suffered when Countrywide and Citibank
4 went out of business.

5 So when I went over to individuals, such as
6 Mr. Conley, it was a whole new thing for me, too,
7 because I had not done that prior to 2006 when you
8 and I spoke through Skip.

9 But I could see that this is a -- it was
10 ramping up considerably. The stores, which turn a
11 huge profit per store, was giving us the ability to
12 return a much larger amount to people than what the
13 trust clients, or bathroom remodels, or kitchen, you
14 know, appliance financing. Those loans are like 18,
15 19 percent, like a credit card.

16 The stores, on the other hand, are all
17 licensed to do loans in excess of 400 percent and do
18 it on a daily basis. So I didn't see the problem at
19 our current rate of acceleration to go from one store
20 doing 18.99 loans where all I was doing was doubling
21 Mr. Conley's money. You know, I'm paying him 8.78.
22 I'm making 19. I'm kind of doubling my money, but
23 I've also got payroll, and lights, and gas to pay.

24 The difference was when I got all the
25 licensing for the other stores to do small loans,

1 literally small loans, like 500 to \$1,000 loans.
2 And, you know, the profitability of each store went
3 up exponentially, and I saw the ability to -- well,
4 in the final three months we were -- we had doubled
5 what we had done when Mr. Moriarty showed the Court
6 that we were only making \$50,000 in October.

7 We doubled that in six months net. No new
8 investor money. No -- we had doubled in six months
9 time, despite the recession, despite the problems in
10 the economy. So we had found a new way of doing
11 this, and it wasn't investors. It was the stores.

12 Q. But at the time this note was issued --

13 A. In October.

14 Q. -- in October, did you have the ability at
15 that time to pay the 8.78 percent, the monthly
16 interest, and preserve these peoples' principle?

17 A. By preserve these peoples' principles, what
18 I'm assuming that you're saying is, was there a note
19 that -- did I take those funds and go buy a note that
20 even if I went out of business they could go and get
21 that note? And the answer to that is, yes.

22 Back in October we were buying notes with
23 those monies. That is the truth. I mean, monies did
24 not go to me or to personal enrichment. They went to
25 stores and the infrastructure of the stores, which,

1 you know, seven stores where I'm renting them, that
2 was not the huge bulk of the money spent. It was
3 basically building the stores, advertising for the
4 stores, and setting up the call center. I had 28
5 employees.

6 So it was a rather large infrastructure, but
7 I think that was necessary in order to guarantee that
8 eventually I can pay all the interest and
9 Mr. Conley's principle back. I think that's your
10 question, how are you going to pay his interest and
11 his principle in five years, because I could see a
12 ramp-up going considerably larger.

13 I mean, we're getting out of the days of
14 mortgage and mortgage brokers. Fewer and fewer
15 people are qualifying for mortgages, but they can
16 qualify for smaller loans, which are very profitable.

17 A. Do you want this back?

18 Q. We'll probably just give them to the court
19 reporter. Here's another copy.

20 A. Okay.

21 (Deposition Exhibit No. B was marked for
22 identification and made a part of the record.)

23 Q. (By Ms. Labarthe) Thank you.

24 Mr. McKye, I've handed you what I've marked
25 as Exhibit B --

1 A. Uh-huh.

2 Q. -- and ask if you can identify these
3 documents.

4 A. I can identify this Premium 60 Note. I
5 mean, that's got my signature on it, so does the
6 assignment. Yes.

7 Q. Did you issue that note?

8 A. Yes.

9 Q. To Bonnie Cory?

10 A. (Nodded head.)

11 Q. Do you know Ms. Cory?

12 A. Yes.

13 Q. And did you also do the assignment to her?

14 A. Yes.

15 Q. And I notice Mr. Johnson's notary, signature
16 and notary are on the assignment and the attachment.

17 A. Yes.

18 Q. Was he present for this transaction?

19 A. Yes.

20 Q. And what was the date of the transaction?

21 A. July 23rd, 2007.

22 Q. And what was his role in the transaction?

23 A. He notarized the transaction.

24 Q. Did he office with you?

25 A. No. I mean, he's been an independent

1 contractor from the beginning.

2 Q. So you never officed together?

3 A. (Shook head.)

4 Q. I also noticed that on the first page --

5 A. I'm sorry, no. No.

6 Q. I'm sorry.

7 I also noticed on the first page at the top

8 it looks like there's a Heritage Estate Services

9 fax.

10 A. Yes.

11 Q. Would Heritage Estate Services deal with

12 investors and send documents back and forth by fax?

13 A. The date doesn't seem to jive with the

14 signing. This is in July of 2008. It was assigned a

15 year earlier than that.

16 Q. Okay. Let's look at that again. On the --

17 A. These dates are a year off.

18 Q. Let's see. On the Premium 60 Note, it looks

19 like interest is going to accrue from and after July

20 28th, 2008; is that correct?

21 A. Yes, but I just saw something that said

22 2007.

23 Q. I believe, if you turn to the Assignment of

24 Note/Lien/Mortgage Collateral, at the bottom of that

25 page it looks like the date 2007 was typed in but

1 then the "7" was crossed out and underneath it was

2 written 2008.

3 A. Which page?

4 Q. On the Assignment of Note/Lien/Mortgage

5 Collateral.

6 A. Okay. Okay.

7 Q. Page --

8 A. Well, this one it shows 2007. Do you see

9 there's where it's crossed out? Oh, I thought

10 that -- okay, I see what you're saying.

11 Q. And then if you look at the note itself, it

12 looks like it was intended to start accruing interest

13 in July of 2008, and then the maturity date looks

14 like July 20th, 2013.

15 A. Uh-huh. Yes, ma'am.

16 Q. So what would the date of the transaction

17 actually have been?

18 A. July of 2008.

19 Q. Thank you.

20 How would Heritage have received the

21 custodial account agreement for Ms. Cory from

22 Sterling Trust that they faxed to you?

23 A. I don't know.

24 Q. Did Mr. Johnson have documents, investor

25 documents, in his office at Heritage?

1 A. No, but he would sometimes place phone calls

2 for me to Sterling Trust because he was much more

3 knowledgeable about that than I was, and so I would

4 ask him maybe to make a phone call.

5 If the documents were faxed, they would

6 probably be faxed to his office and then he turned

7 around and faxed them to me.

8 Q. How did you know he was more knowledgeable

9 about Sterling Trust?

10 A. He's just a lot more up on stuff like that

11 than I am.

12 Q. On what kind of stuff?

13 A. Trusts, very knowledgeable about trusts.

14 Q. Do you know what his background is?

15 A. What do you mean?

16 Q. Does he have experience in trusts?

17 A. I would assume so. He knows more than I do.

18 Q. And does he have a business in trusts?

19 A. Well, he knows more about trusts.

20 Obviously, I wouldn't have gotten his counsel on

21 calling Sterling. I think he might have -- on this

22 particular customer he might have called Sterling and

23 gotten the documents faxed to him and helped me out

24 and then faxed them over to me.

25 But the bottom line is, this has all got my

1 okay, and these are all my documents that I have

2 initialed and authorized from our office. Whether he

3 received them and then turned around and forwarded

4 them to me, you know, is kind of a secondary issue.

5 Q. Well, he was also present for the

6 transaction; isn't that correct?

7 A. Well, just to notarize. I mean, he is a

8 notary, so --

9 Q. Who had the relationship with Ms. Cory?

10 A. Oh, she's a great gal. I don't know, I

11 mean, who had the relationship.

12 Q. Did you know her prior to the time that she

13 purchased the note?

14 A. I don't know how she came to Global West.

15 There's not one of those pages that you showed in the

16 other one, is there, that that little check box that

17 says --

18 Q. I don't see it.

19 A. And you got to admit, that did look kind of

20 mechanical. I mean, nobody's hand makes a check box

21 like that.

22 Q. Mr. McKye, what is Ms. Cory's interest rate

23 on her note?

24 A. 8.75.

25 Q. And would that have been a rate that you

1 determined?

2 A. Yes, ma'am.

3 Q. And in looking at her blanket assignment

4 attachments, it looks like she has three --

5 A. Notes.

6 Q. -- assignments. Are they those notes?

7 A. Uh-huh. Yes, ma'am.

8 Q. And can you tell what kind of notes those

9 are?

10 A. Lien or mortgage.

11 Q. If you have a -- I'm looking at the Ross

12 assignment. And if you have a note for \$2,200 that's

13 dated May 1, 2006 -- and I'm assuming Mr. Ross is

14 paying that, making payments on that, would that be

15 correct?

16 A. Yes.

17 Q. And who would he be making payments to?

18 A. Global West or Sure Lock.

19 Q. And if he's making payments from May 1st,

20 2006, is the \$2,200 the original amount of his note?

21 A. No, it should be the amortized amount as of

22 the day that we did this.

23 Q. So this is how much he would still owe?

24 A. This is the remaining balance, yeah.

25 Q. Okay.

1 A. Because there's no -- that doesn't sound

2 like a correct amount.

3 Q. Well, because you would think that --

4 A. I mean, for the total, if that was back in

5 2006, if that was your question.

6 Q. Yes. I would think -- wouldn't it be true

7 that if you were -- if your note was for \$2,200 and

8 you're making payments for two years --

9 A. That you wouldn't have a remaining balance

10 of 2,200. You're -- yeah. Yeah.

11 Q. So is the amount in this column the amount

12 that is still owing at the time Ms. Cory --

13 A. I'm certain that it is annualized. In other

14 words, we're not going to --

15 Q. Let me just finish my question.

16 A. Okay.

17 Q. -- at the time Ms. Cory made her investments

18 with Global West?

19 A. Yes. In 2008, since these documents are

20 all -- we've identified 2008, not 2007, or at the

21 verse, you know, 2006, that amount is the amortized

22 amount for the year 2008, not the year 2006.

23 Q. So this would be the remaining balance for

24 Mr. Ross's note at the time Ms. Cory made her

25 investment?

1 A. Annualized, meaning, that -- let's say

2 they're on their third year, they've been paying on

3 it -- let's say it's a five-year note, they've been

4 paying on it for three years, they're on their third

5 year, it's the remaining balance as of that year

6 annualized. It could be in July, whatever. It's the

7 annualized amount of that.

8 Q. Okay. But it's not the amount that they

9 originally took out May 1st --

10 A. 2006, no, ma'am.

11 See, here's a good example. Do you see

12 Mr. Schultz at the bottom?

13 Q. Yes.

14 A. That's about two years difference right

15 there. The difference between Mr. Ross and

16 Mr. Schultz is about \$2,000.

17 Q. One thousand.

18 A. No. Oh, yeah, \$1,000.

19 (Deposition Exhibit No. C was marked for

20 identification and made a part of the record.)

21 Q. (By Ms. Labarthe) Okay. Mr. McKye, I'm

22 going to hand you what's been marked Exhibit C and

23 ask if you can identify those documents.

24 A. Okay.

25 Q. What are these documents?

1 A. You want to go one-by-one?

2 Q. Sure.

3 A. Okay. The top one is a Batch Activation

4 Confirmation. That is when I'm either disbursing

5 funds or collecting funds via ACH transfer. This

6 appears to be the Barbara Chaney Trust. And on July

7 16th of 2008 it appears that I paid to Ms. Chaney

8 \$284.37 from the Wave-Goldmade to Ms. Chaney.

9 The second page is the same thing, just two

10 months prior. The third page is one month prior to

11 that. The fourth page is one month prior to that.

12 The next page is a Bank of America

13 transactional receipt, and this is in lieu of these

14 top copies, meaning, if for some reason computers

15 will cut off in the middle of your transaction. So

16 rather than getting this authentic Batch Activation

17 Confirmation, you will get one of these, which is

18 just literally just text of the transaction.

19 You don't have confirmation boxes. You

20 don't have any of the transactional numbers in the

21 rows that the bank gives you. These are just sort of

22 text. When a transaction fails, it gives you one of

23 the these. It gives you the right to print one of

24 these.

25 The next page, it looks like it's the exact

1 same thing except it was printed in the wrong
2 format. It was printed portrait instead of
3 landscape, so it's cut off all of the totals on the
4 next two pages. It looks like the next three pages.

5 Do you want me to continue?

6 Q. That would be great.

7 A. Okay. The next page is the ledger for those
8 individuals to be paid on the 15th of the month, and
9 it says Brian's copy, and it was just a breakdown
10 of -- from which company that it came from, which
11 account it came from, and you can see there are some
12 Global and some Sure Lock, and some Sure Lock
13 Financial.

14 And when it was circled, that meant that it
15 was not done. In other words, everything that was
16 checked was done, but a circle meant it was undone,
17 it was not done on that day.

18 Q. So in the column marked Sure Lock/Global,
19 that indicated which company the investor invested
20 with?

21 A. No. Well, or which one was responsible for
22 the notes.

23 Q. Okay.

24 A. In other words, the notes were being paid
25 out. They may have been a Sure Lock customer

1 receiving money from Global.

2 Q. Who would they have made their check payable
3 to?

4 A. No, I'm paying them.

5 Q. For the original investment?

6 A. Oh.

7 Q. Not on this particular page, but --

8 A. It would have been either one or the other.

9 Q. Some investors made their investment --

10 A. To Sure Lock.

11 Q. And some to Global West?

12 A. Yes.

13 Q. Okay. And in the last column it says,
14 "amount invested," and that would have been the
15 original amount that they invested?

16 A. I do believe. I do believe. Those
17 figures -- I'd hate to answer those are the net, net
18 figures, but amount investment could mean that
19 original investment, or prior investment, or the one
20 that's currently on the books.

21 Q. Okay. Thank you.

22 Could you continue?

23 A. Okay. Skipping by the next one, because
24 that's the same thing, it's a payment to Ms. Chaney
25 in the month of January of 2008. After that, you see

1 an ACH Works page that shows a payment.

2 This must reflect that she had also a loan
3 with us, and she made a payment of \$71.47, because
4 it's a debit, meaning, those funds were to pay a loan
5 that she owes to us. The next page is the same
6 thing. When a transaction fails we get a printout of
7 it in just text form. Same thing on the next page.

8 Now we're down to 2007, and it looks it's
9 more payments. I don't know what this page
10 reflects. It looks like a failed transaction of some
11 sort, but I can't -- it looks like just a failed
12 transaction. I see a zero amount, so no money is
13 moved.

14 Another transaction detail from the Wave-
15 Goldmade. This is another failed transaction. When
16 I say "failed transaction," that doesn't necessarily
17 mean the transaction failed. It's that the printout
18 of that transaction failed.

19 This is -- these type of things are
20 emergency transaction sheets that you can go to if
21 Bank of America's website fails or something else
22 fails. But it shows that the transaction -- you can
23 barely see it, \$284-an-some-odd-cents. So the
24 transaction probably happened, it's just the printout
25 of it failed. The next is a check to Sure Lock on

1 February 9th.

2 Q. And who was it from?

3 A. Ms. Chaney.

4 Q. And is there a note, too, about the purpose
5 of the check?

6 A. Well, it says "Investment at 9.75 percent
7 trust."

8 Q. And how much was the check?

9 A. For 35,000.

10 The next is a voided check. The next is the
11 instrument, the 60-day Premium Note and the 15th of
12 March, 2007. Any questions about that?

13 Q. Did you determine her rate of interest on
14 that?

15 A. I did.

16 Q. And did you meet with Ms. Chaney?

17 A. I've met her on numerous occasions. The
18 contract is signed by me.

19 Q. How did she find out about Sure Lock
20 Financial?

21 A. Well, I'm certainly not going to say on
22 television. I don't know. I guess I'll claim the
23 Fifth on that.

24 Q. Did you know Ms. Chaney prior to her
25 investment with the company?

1 A. Like was she a personal friend, you mean?
 2 Q. Yes, did you know her?
 3 A. No, she wasn't a personal friend.
 4 Q. You didn't know her before?
 5 A. Not personally.
 6 Q. Okay. If you'll continue through.
 7 A. Okay.
 8 Q. What are those next group of documents?
 9 A. It looks like an account application.
 10 Q. And is it similar to the others we've looked
 11 at?
 12 A. Yes.
 13 Q. And on the page that says financial
 14 profile --
 15 A. Yes.
 16 Q. -- do you have any idea who filled it out
 17 the boxes with checkmarks?
 18 A. Well, I probably asked her which is her
 19 level of desire, short-term, conservative balance,
 20 growth, aggressive growth, or most aggressive growth,
 21 and she answered the questions.
 22 Q. And if you turn to Page 7 of that document,
 23 under what appears to be her signature, is another
 24 line. It says, "Please tell us where you heard about
 25 Global West Financial Solutions," and it's a little

1 hard to make out.
 2 A. Yes, it is.
 3 Q. Do any of those boxes have a mark in them, I
 4 guess?
 5 A. I can't determine that.
 6 Q. Okay. But I guess one of the sources of
 7 investors was newspaper; is that correct?
 8 A. I did -- well, no, I'm not going to answer
 9 that. No, that's under Fifth Amendment. I'm not
 10 going to say that I advertised that.
 11 Q. Were some of the -- did some of the
 12 investors come to Global West from Heritage?
 13 A. I'm certain that some of them did, yeah.
 14 Sure.
 15 Q. Did Ms. Chaney have assignment with her
 16 investment?
 17 A. It doesn't look like there's one in here. I
 18 looked for that.
 19 Q. Did some of the investors not have
 20 assignment?
 21 A. Some did not have. Remember I said that
 22 earlier. Before some certain time, you know, I
 23 wasn't told that I needed to do that. Skip, in his
 24 conversations with you, had not relayed to me that I
 25 had to give them mortgages or give them liens, so

1 some, in fact, did not.
 2 Q. And when was this investment made, can you
 3 tell?
 4 A. It looks like '07, February '07.
 5 Q. At what point did you -- do you know the
 6 time frame of the point at which you decided that the
 7 assignments needed to be made?
 8 A. I'd be guessing.
 9 Q. Okay.
 10 A. But you can tell by the 60-month -- Premium
 11 60 because that changed. That was the major change,
 12 you know, as recommended by counsel, and it was just
 13 after the first interview that you had with Skip.
 14 Q. And what was the main change that occurred?
 15 A. Now there were several. There were several
 16 changes. I'd have to look over the document to see
 17 exactly what was the original, because her note
 18 probably doesn't have -- well, no, wait a second.
 19 This has a Number 4 in it.
 20 Patty, I don't know that she doesn't have
 21 collateral. I mean, this may have -- you know, when
 22 we changed to Point 4, or dissolution of capital,
 23 typically we gave liens, liens and mortgages.
 24 When that change happened, that was kind of
 25 for a reason. What I'm referring to is prior to that

1 Item 4 when it didn't have an Item 4, or the Item 4
 2 said something different, and you'd have to go to
 3 some of the older clients for that.
 4 I can liken it to July of '06. The first
 5 subpoena came in, I think, July of '06, and it was
 6 within a month or two of that I got with counsel and
 7 we made the necessary changes. But don't hold me to
 8 that July of '06 term. I'm guessing.
 9 Q. Would you look at -- well, I guess we don't
 10 know whether Ms. Chaney had collateral or not, so -
 11 but it looks like, in looking at her note, that she
 12 had one of the newer notes.
 13 A. That she did one of the newer notes, in
 14 fact.
 15 Q. And she may or may not have had collateral
 16 but probably should have if she had one of the newer
 17 notes?
 18 A. Exactly.
 19 Q. Okay. So was there any accounting given to
 20 the investors for their investment?
 21 A. Accounting like --
 22 Q. Statements or anything.
 23 A. Once a year.
 24 Q. Once a year you sent statements to them?
 25 A. Right.

1 Q. And would it indicate that their principle
2 had grown?
3 A. No, ma'am. No, at no time does their
4 principle grow.
5 Q. What would the statement indicate?
6 A. The principle and that the interest that was
7 paid.
8 Q. Okay. Do you know Matthew Story?
9 A. Never met him.
10 THE WITNESS: Am I talking too quiet?
11 THE REPORTER: You're fine so far.
12 THE WITNESS: All right.
13 Q. (By Ms. Labarthe) Have you ever seen any of
14 his sales materials?
15 A. Huh-uh, neither his sales materials nor
16 himself.
17 Q. Were any investors provided any information
18 about your background?
19 A. Like a resume?
20 Q. Yes, or any information about your education
21 or employment background.
22 A. I'd have to plead the Fifth on that.
23 Q. And what about, was any information provided
24 to investors about the background of Mr. Johnson?
25 A. I'd have to plead the Fifth on that, too.

1 Q. Have you ever had any administrative actions
2 taken against you?
3 A. Other than this? No.
4 Q. How about civil?
5 A. Oh, yeah. Yes.
6 Q. And what kind, besides the one in 2004 that
7 you talked about? Were there other civil actions
8 against you?
9 A. Well, I have been in the lending business
10 most of my adult life, so I've always had to either,
11 you know, dispute from the plaintiff's side or from
12 the defendant's side. And it's been, I don't know,
13 compatible with someone who's had, you know, as much
14 experience in business as I have.
15 Q. Have you ever filed bankruptcy?
16 A. Yes.
17 Q. When was that?
18 A. It was filed in 2001 and it was finalized in
19 2005.
20 Q. And have you ever been arrested?
21 A. Yes, for traffic.
22 Q. How many times? More than once?
23 A. More than one.
24 Q. And have you ever had any criminal actions
25 taken against you?

1 A. None other than traffic.
2 MS. LABARTHE: Can we go off?
3 THE REPORTER: Sure.
4 (A lunch recess.)
5 THE REPORTER: We're back on the record.
6 Q. (By Mr. Moriarty) Mr. McKye, you understand
7 you're still under oath?
8 THE WITNESS: I thought we were coming back
9 for more questions from you?
10 MS. LABARTHE: No.
11 MR. MORIARTY: No.
12 MS. LABARTHE: Mr. Moriarty has some
13 questions.
14 THE WITNESS: Oh, no. No. No, my notice is
15 from her office.
16 MR. MORIARTY: No, I understand, and it --
17 THE WITNESS: Not from yours.
18 MR. MORIARTY: But I'm a party to the
19 lawsuit, and anybody can appear.
20 THE WITNESS: No, you give me a separate --
21 MR. MORIARTY: No.
22 THE WITNESS: -- notice.
23 MR. MORIARTY: No.
24 THE WITNESS: No, I'm done.
25 MR. MORIARTY: Okay.

1 THE WITNESS: You don't deposition me.
2 MR. MORIARTY: Okay.
3 THE WITNESS: You want to do a separate
4 deposition, that's fine.
5 MR. MORIARTY: I want the record to be
6 clear --
7 THE WITNESS: Okay?
8 MR. MORIARTY: -- that Mr. McKye --
9 THE WITNESS: -- is leaving the meeting at
10 this point.
11 MR. MORIARTY: Yeah.
12 THE WITNESS: I thought I was coming back to
13 be depositioned from Patty --
14 MR. MORIARTY: No.
15 THE WITNESS: -- and Irv Faught. And with
16 that not happening -- with that not happening, I'm
17 leaving this meeting.
18 MR. MORIARTY: Okay. You --
19 THE WITNESS: Serve me notice --
20 MR. MORIARTY: That notice -- before you
21 leave, I want to make this -- you can listen to this
22 or not listen to this, because it's going to be on
23 the record.
24 THE WITNESS: Well, on the record without
25 me.

1 MR. MORIARTY: Okay. Fine.
 2 Mr. McKye is subject to the notice. If
 3 Mr. McKye departs, he is in violation --
 4 THE WITNESS: Patty, do you have any other
 5 questions from me?
 6 MR. MORIARTY: -- and I will seek
 7 appropriate sanctions from the Court. That's all I
 8 have to say.
 9 THE WITNESS: Okay. That's fine.
 10 Patti, Jennifer --
 11 MR. MORIARTY: We're off the record.
 12 (Off-the-record discussion.)
 13 Q. (By Ms. Labarthe) I have just one more
 14 question just as a follow-up from another one from
 15 earlier.
 16 Mr. McKye, with regard to Process Mart -- we
 17 had gone through some questions earlier and then we
 18 kind of came back and you talked about it again -- I
 19 just wanted to clarify, on the last transaction that
 20 you did with Process Mart, do you know when that
 21 was?
 22 A. The last transaction?
 23 Q. The last -- any activity.
 24 A. No, I don't know the last transaction.
 25 Q. Has there been any recent activity with

1 Process Mart?
 2 A. What do you call recent?
 3 Q. In the last 30 --
 4 A. Before this whole thing happened?
 5 Q. In the last 30 days.
 6 A. Oh, I don't know.
 7 Q. You don't know if there's been any activity
 8 in the last 30 days?
 9 A. No.
 10 Q. Has there been any by you in the last 30
 11 days?
 12 A. No.
 13 MS. LABARTHE: Okay. I think that's all we
 14 have. Thank you for --
 15 THE WITNESS: You're very welcome.
 16 MS. LABARTHE: -- appearing. And you have
 17 an opportunity to review the transcript of your
 18 testimony today and sign it, or you can waive your
 19 signature. And you can do either one. You just need
 20 to let the court reporter know what you'd rather do.
 21 THE WITNESS: Okay. Because your notes may
 22 be better than mine. Thank you for letting me know
 23 that.
 24 MS. LABARTHE: So would you like to read and
 25 sign or would you like to waive your signature?

1 THE WITNESS: How much time do I have to do
 2 that?
 3 THE REPORTER: I think it's usually 30 days
 4 before we send the original back to you.
 5 THE WITNESS: That will work.
 6 MS. LABARTHE: And so you don't have -- you
 7 can't change anything substantive, but you can make
 8 like clerical, if there any errors in spelling, or
 9 clerical-type errors you can change that.
 10 THE WITNESS: Patty, the only thing I worry
 11 about is when I spoke low and I --
 12 THE REPORTER: I heard you fine.
 13 THE WITNESS: Okay.
 14 MS. LABARTHE: You're welcome to read and
 15 sign.
 16 THE WITNESS: Okay. That's fine.
 17 (Deposition adjourned.)

1 J U R A T
 2
 3 STATE OF _____)
 4 COUNTY OF _____) SS:
 5
 6 I, BRIAN MCKYE, do hereby state under oath
 7 that I have read the above and foregoing deposition
 8 in its entirety and that the same is a full, true and
 9 correct transcription of my testimony so given at
 10 said time and place, except for the corrections
 11 noted.
 12
 13 _____
 14 BRIAN MCKYE
 15
 16 Subscribed and sworn to before me, a Notary
 17 Public in and for the State of Oklahoma by said
 18 witness, BRIAN MCKYE, on this the _____ day
 19 of _____ 2009.
 20
 21 Notary Public in and for the
 22 State of _____
 23 My Commission Expires: _____
 24 My Commission Number: _____
 25



**To Open Your Global West Account,
Complete The Enclosed Application.**

Review all the material enclosed in this package, including the supplemental information. Then fill out and sign the application. Be sure to fund your account, and return everything in the postage-paid envelope.

You can also apply online at www.GWFAX.com.

Questions?

Call a Global West Representative at 1.866.305.9090.



GLOBAL WEST ACCOUNT APPLICATION

It's easy to fill out this application. Just complete all relevant section, sign in ink, and return to Global West in the postage-paid envelope or mail to : Global West Financial, P.O. Box 60725, Oklahoma City, OK 73146

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, federal law requires Global West to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Global West may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if Global West cannot verify this information. Global West will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

1. ACCOUNT SETUP

Please select the type of account you would like to open and complete the account owner's information. All fields in bold are required for opening an account.

2. FINANCIAL PROFILE

We are required by the ODCC and other industry regulators to obtain the information in this section.

3. FUNDING YOUR ACCOUNT

A minimum debt purchase of \$2,500 is required to open your account. You may pay by check, credit card online, or by transferring assets (from your bank or another account). Simply check the appropriate box(es) to fund your account.

4. ACCOUNT FEATURES

Your account has a wide range of features to help you manage your finances—from making automatic investments to check writing, debit card, and bill payment services. More information on each of these services is included in this section.

5. SIGNATURE

Please be sure to sign your application in ink. We cannot process your application without your signature.

QUESTIONS?

For more information

1.866.305.9090
or GWFAX.com

1. ACCOUNT SETUP

Individual Joint Tenants Right of Survivorship Joint Tenants in Common Community Property
If you are establishing a joint account and do not check a box, the account will be registered as joint tenants with rights of survivorship. If the joint owner has a different address, please include it on the next page.

Custodial (UGMA/UTMA) Under the (state) _____ Uniform Gifts/Transfers to Minors Act, if you are establishing a Custodial account and have not indicated a state under which the gift or transfer is made, the state provided as a permanent address will be used unless otherwise noted below.

Estate For Estate accounts, list the Estate name as the account owner and the Executor's name as the joint owner. Estate accounts require a court appointment (dated within 60 days) with this application and may require other paperwork.
 Other Non-Trust;
Fiduciary: _____

ACCOUNT OWNER/MINOR

Full legal name Mary N. Conley
First Name Middle Name Last Name
 Date of birth (month /day/year) 07/12/1983 Email address Conleyair@msn.com
or Taxpayer ID number
 Social Security number 443-82-3453
 Permanent address 208 SW 132nd Street City Oklahoma City State OK Zip 73170-1439
(no P.O. boxes)
 Mailing address Same City _____ State _____ Zip _____
(if different from above)
 Phone numbers Home _____ Work _____ ext. _____
 Countries of Citizenship U.S. Other (s) _____
 Country of tax residence U.S. _____ Other _____

~~GOVERNMENT ID (FOREIGN CITIZENS ONLY)~~ Identification document must have a reference number and photo. Please attach a photocopy.

~~Place of birth _____ City _____ State/Province _____ Country _____
 Immigration status Permanent resident Non-permanent resident Non-resident
 Check which type of document you are providing:
 U.S. driver's license INS permanent resident alien card Passport with U.S. visa
 Passport without U.S. visa* Foreign national identity document*
*Bank name required *Account number required
 *Bank address required *Phone number required
 Document number and country of issuance _____
(Number from the document checked above)~~

U.S. driver's license number (if available) H13015129 State of issuance OK NE
 Employment status Employed Not employed Retired Occupation Housewife CUSTOMER SERVICE
(if retired or not employed, indicate source of income)
 Employer's name and address _____
Name Street City State Zip

AFFILIATIONS Are you affiliated with or employed by an affiliate of Sure Lock or by Sure Lock?
 No Yes _____ If you have answered "yes," you must include a letter of account approval from your Compliance Officer and indicate your employer's company name and address above. Failure to include an approval letter may delay the processing of your request. An account approval letter is not required for Sure Lock employees.
 Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.
 No Yes _____ Trading symbol _____ Company _____

1. ACCOUNT SETUP (CONTINUED)
JOINT ACCOUNT OWNER/CUSTODIAN

Full legal name James E. Conley
First Name Middle Name Last Name

Date of birth (month /day/year) 02/11/1981 Email address Same

Social Security number 443-92-3231 or Taxpayer ID number _____

Permanent address SAME
(no P.O. boxes) Street City State Zip

Mailing address _____
(if different from above) Street City State Zip

Phone numbers Home _____ Work _____ ext. _____

Countries of Citizenship U.S. Other (s) _____ Country of tax residence U.S. Other _____

~~GOVERNMENT ID (FOREIGN CITIZENS ONLY) Identification document must have a reference number and photo. Please attach a photocopy.~~

~~Place of birth _____
City State/Province Country~~

~~Immigration status Permanent resident Non-permanent resident Non-resident~~

~~Check which type of document you are providing:
 U.S. driver's license INS permanent resident alien card Passport with U.S. visa
 Passport without U.S. visa* Foreign national identity document*
*Bank name required *Account number required
 *Bank address required *Phone number required~~

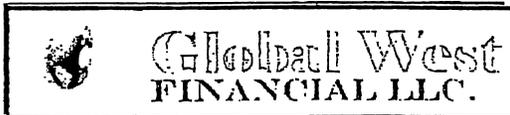
U.S. driver's license number (if available) 07471443 State of issuance TX

Employment status Employed Not employed Retired Occupation _____
(if retired or not employed, indicate source of income)

Employer's name and address US Air Force
Name Street City State Zip

AFFILIATIONS Are you affiliated with or employed by an affiliate of Sure Lock or by Sure Lock?
 No Yes If you have answered "yes," you must include a letter of account approval from your Compliance Officer and indicate your employer's company name and address above. Failure to include an approval letter may delay the processing of your request. An account approval letter is not required for Sure Lock employees.

Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.
 No Yes Trading symbol _____ Company _____



2. FINANCIAL PROFILE (REQUIRED)

YOUR INVESTMENT OBJECTIVE

You should choose your investments based on your objective, time frame, and tolerance for market fluctuation. From short-term liquid investments that seek to preserve capital (accepting the lowest returns in exchange for stability) to longer-term investments that seek maximum growth (but can tolerate very wide fluctuations in market values), you can choose an approach that's best for you. Simply check the box below that most closely matches your investment objective.

For joint accounts, please provide combined information.

Circle one profile (Determine your profile using the information below.)

**SAMPLE
PORTFOLIO MIX**

Lower risk Shorter timeframe

Higher risk Longer timeframe

Short Term	Conservative	Balanced	Growth	Aggressive Growth	Most Aggressive
<input checked="" type="checkbox"/>					

- Short-Term** You seek to reserve your capital and can accept the lowest returns in exchange for price stability.
- Conservative** You seek to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation.
- Balanced** You seek the potential for capital appreciation and some growth and can withstand moderate fluctuations in market value.
- Growth** You have a preference for growth and can withstand significant fluctuations in market value.
- Aggressive Growth** You seek aggressive growth and can tolerate wide fluctuations in market values, especially over the short term.
- Most Aggressive** You seek very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term.

Check one appropriate field in each

ANNUAL INCOME (From all sources)	ESTIMATED NET WORTH (excluding residence)	ESTIMATED LIQUID NET WORTH	FEDERAL TAX BRACKET
<input type="checkbox"/> Under \$20,000	<input type="checkbox"/> Under \$30,000	<input type="checkbox"/> Under \$15,000	<input checked="" type="checkbox"/> <15%
<input type="checkbox"/> \$20,000-\$50,000	<input type="checkbox"/> \$30,000-\$50,000	<input type="checkbox"/> \$15,000-\$50,000	<input type="checkbox"/> 25%
<input checked="" type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> >27%
<input type="checkbox"/> Over \$100,000	<input checked="" type="checkbox"/> \$100,001-\$500,000	<input checked="" type="checkbox"/> \$100,001-\$500,000	
	<input type="checkbox"/> \$Over \$500,000	<input type="checkbox"/> Over \$500,000	

This is for illustrative purposes only and is not indicative of any investment. Past performance is no guarantee of future results.

4. ACCOUNT FEATURES

OVERDRAFT PROTECTION AND EC NOTE BORROWING ¹

This borrowing feature allows you to use your eligible individual debt products/paper as collateral for overdraft protection, for the purchase of additional paper, as a low-cost loan alternative, or for debt consolidation.

_____ Check here to be considered for overdraft protection and EC Note borrowing

CASH MANAGEMENT FEATURES

The features below provide you ways to access the money in your Sure Lock Account. For more information on these features, please visit www.surelockfinancial.com. By selecting the features below, you are acknowledging that you have read and agree to the terms set forth in the Customer Agreement.

To Transfer Money Regularly to Your Account

Sure Lock Automatic Account Builder®

This service allows you to establish monthly or quarterly automatic purchases to your Sure Lock Account from your bank account. There is a \$100 minimum per purchase and a \$100,000 maximum per purchase.

I would like to automatically invest \$ _____ starting (Month/Day/Year) _____ every _____ Month _____ Quarter from my bank account.

I would like to stop my regular investments in the fund (s) described above on (Month/Day/Year) _____

Please attach a voided check from your bank to this application to provide routing information

To Move Money between Your Sure Lock Account and Other Accounts:

Sure Lock and GoldMade.com

This service allows you to electronically transfer money between your bank and Sure Lock accounts without paying a fee to Sure Lock. Your bank may charge a fee.

_____ Yes, I wish to establish GoldMade.com Account- Please attach a voided check from your bank to this application to provide routing information.

To Transfer Money Regularly from Your Account

Sure Lock's GoldMade® bill payment options

This service allows you to pay bills online directly from your Sure Lock Account.

_____ Yes, I wish to establish GoldMade account. I understand that a monthly fee may be assessed for some customers.

Sure Lock ATM® Gold Check Card

This card is a debit card that can be used to withdraw cash at ATMs or to make purchases at locations wherever ATM's are accepted. Each transaction is debited from the core account position of your brokerage account daily.

_____ Yes, I wish to be considered for the Sure Lock Gold Check Card, issued by Bank of America, Key Bank or other Issuer.

_____ Yes, I would like to receive an additional card for joint owner.

1. Subject to Sure Lock's approval and may require a review of your credit history. By checking the box and signing this application, you acknowledge that you have read the agreement section of the Customer Agreement and agree to its terms.
2. Schedule bills to be paid electronically from your Sure Lock Account through affiliated service provider GoldMade.com. The monthly fee is \$6.95 and is waived for GoldMade customers who maintain \$100,000 or more in certain retail assets at Sure Lock. See the Sure Lock GoldMade Service Agreement for complete details.
3. (\$2,500 account minimum) The Sure Lock ATM® Gold Check Card is issued by Bank of America, Key Bank or other Issuer, with no annual fee. By checking the section, you authorize the Issuer, to check your employment and credit history and to answer questions about their payment experience with you. You have read and agree to the important disclosures pertaining to this request contained in the accompanying Customer Agreement. All transactions are deducted from your Sure Lock core account daily. The Gold Check Card is available to non retirement accounts with individual, joint, or trust registrations only.

4. ACCOUNT FEATURES (CONTINUED)

Bank Wire

This service enable you to transfer money electronically from your Sure Lock Account to your bank account using the Federal Reserve System. A fee of \$15.00 may apply for each wire redemption from brokerage accounts.

Bank Information

Type of Account:

- Checking
- Money Market Deposit Account
- Savings (Passbook savings account are not eligible)

Please complete the following bank information. Your bank may use different Bank Routing Numbers for Bank Wire transactions (processed through the Federal Reserve System) and Gold-made.com. (Electronic Funds Transfer transactions processed through the Automated Clearing House system).

Bank Name

Name (s) on Bank Account

Name (s) on Bank Account

If the name (s) on your bank account do not exactly match the name (s) on your Sure Lock account, signature guarantees from all account owners are required.

Bank Routing Number (Please confirm with your bank)
This should be a nine digit number.

Bank Account number

Bank Branch Phone Number

If your banking institution is not a member of the Federal Reserve you must obtain the following information from your bank. There may be a one-day delay in receiving a wire through a correspondent bank.

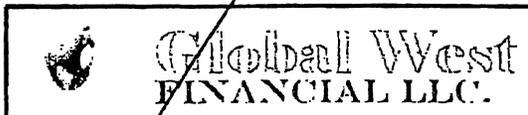
Name of Correspondent Bank

Your Bank Account's Name at the Correspondent Bank

Your Bank's Account Number at the Correspondent Bank

Correspondent Bank Transit/Routing Number

For Further Credit/Additional Instructions (if applicable)



5. SIGNATURE (ALL OWNERS MUST SIGN THE APPLICATION)

Each owner and custodian/fiduciary must READ the separate Customer Agreement and SIGN this section in ink.

I hereby request Sure Lock Financial LLC to open a Sure Lock Account in the name (s) listed as account owner (s) on this application . .

- I acknowledge that I have been furnished with a copy of the Sure Lock Account Customer Agreement and that I have read, understood, and agree to be bound by its terms and conditions as they are currently in effect and as they may be amended in the future. I am at least 18 years of age and of full legal age in the state in which I reside. I understand that, upon issuer's request in accordance with applicable rules and regulations, Sure Lock will supply my name to issuers of any assets held in my account so I might receive any important information regarding them, unless I notify Sure Lock.
- I understand that the Customer Agreement and its enforcement shall be governed by the laws of the State of Oklahoma. It shall cover individually and collectively all accounts which I may open or reopen with Sure Lock. Its shall inure to the benefit of Sure Lock's successors and assigns, whether by merger, consolidation, or otherwise. Sure Lock may transfer my account to your successors and assigns, and this Agreement shall be binding upon my heirs, executors, administrators, successors, and assigns.
- I hereby authorize Sure Lock, upon receiving instructions from me, to make payments of amounts representing redemptions by me or distributions payable to me by initiating credit or debit entries to the bank account (Bank) indicated on the attached "voided" check. I authorize and request the Bank to accept such entries from Sure Lock and to credit or debit, as indicated, my account at the Bank in accordance with these entries. I understand that Sure Lock will not be liable for any loss, expense, or cost arising out of my instructions provided that it institutes reasonable procedures to prevent unauthorized transaction. I acknowledge that this authorization may only be revoked by providing written notice of revocation to Sure Lock, in such time and manner as afford Sure Lock and the Bank a reasonable opportunity to act upon it.
- I (We), the undersigned, hereby constitute and appoint Sure Lock our true and lawful attorney to surrender for redemption any and all shares held in the above-indicated accounts with full power of substitution in the premises. We will sell what we are instructed to and then wire the funds. Sure Lock is hereby authorized and directed to accept and act upon any directions for redemptions of shares held in the above account from account owner who requests payment to be made to the bank account above. I (We) understand and agree that Sure Lock will not be liable for any loss, expense, or costs arising out of any telephone request for redemption so long as Sure Lock transmits the redemption proceeds to the bank account identified above. Sure Lock reserves the right to cease to act as agents to the above appointment upon 30 days after written notice to the address noted on this form. I (We) further certify and agree that the above certifications, authorizations, and appointments in this document will continue until Sure Lock receives the actual written notice of any change thereof.
- If I am a U.S. person, I certify under penalties of perjury that (1) I am a U.S. person (including a U.S. resident alien) and the Social Security or taxpayer identification number provided above is correct; and (2) I am not subject to IRS backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or I have been notified by the IRS that I am no longer subject to backup withholding. (Cross out item 2 if it does not apply to you.) If I am a not a U.S. Person, and I am submitting IRS Form W-8-BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding, with this form to certify my foreign status and, if applicable, claim tax treaty benefits.
- This authorization applies to all my accounts you carry and shall remain in force until you receive written notice of revocation at your main office in Oklahoma City, OK.
- The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.
- This account is governed by a pre-dispute arbitration clause, which is found in Section 18 of the Customer Agreement. I acknowledge receipt of the pre-dispute arbitration clause.

M. Conway
SIGNATURE OF ACCOUNT OWNER (DATE)

SIGNATURE OF JOINT ACCOUNT OWNER/CUSTODIAN/FIDUCIARY (DATE)

Sure Lock is a registered trademark owned by Sure Lock Funding, LLC. Sure Lock Financial LLC: P O Box 60725, OKC, OK 73146

Please tell us where you heard about Sure Lock's financial solutions:

Newspaper TV Magazine Radio Friend/Referral Direct Mail/Email Web Heritage

FOR COMPANY USE ONLY Cash EC Note Other Account # Assigned _____

Rep Name _____ Reg Rep. Signature _____ Corp. ID _____ Date _____

Approving Manager's Signature _____ Date _____ Investor Center Number _____

Photo ID Type _____ Expiration Date _____ Second Photo ID Type _____ Exp. Date _____

(USE THIS FORM IF BUYER'S HOME IS SECURITY OR TRANSFERRED IN-HOME)

Sure Lock Financial
2000 N.W. 39th Street Suite G
Oklahoma City, OK 73118
(405)557-0774

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that originated in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from the date of the transaction, which is

1 Oct
28 September 2008

If you cancel the transaction, the note agreement is cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to our address stated above. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at the address stated above.

You may use any written statement that is signed and dated by you and states your intention to cancel, and or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 6 October 08 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature

Date

RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice of Right to Cancel this 1st 28th day of September, 2008.
OCTOBER

Man [Signature]
Consumer's Signature

Consumer's Signature

Consumer's Signature



James E. Conley, Jr.
8 Mockingbird Rd / 405-275-7849
Shawnee, OK 74801

2216

66-8582/3030

\$



Security Feature
Includes Detail
on Back

Payable

TINKER FEDERAL CREDIT UNION

P.O. BOX 100
100 AIR FORCE BASE
OKLAHOMA, 73145-0750 (405) 732-0324

HELPING OUR MEMBERS ACHIEVE THEIR GOALS
& REALIZE THEIR DREAMS

For

⑆303085829⑆ 4531684⑆ 2216

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THIS NOTE AND ALL ITS VALUE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED. THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER SAID ACT OR AN OPINION OF A REGISTERED PROFESSIONAL INVESTMENT ADVISER. SUCH REGISTRATION IS NOT REQUIRED.

Note: Interest 8.78 %

60 Month Maturity Date: 10/01/2013

Premium 60 Account

For Value Received,

Global West Financial, LLC dba Global West Funding, LLC; an Oklahoma Limited Liability Co. with offices located at 2000 N. W. 39th Street, Oklahoma City, OK 73118 (Company) promises to pay to the order of Sterling Trust Co
Fed ID # 760115756 Custodian, FBO Mary N Conley #02123556 P.O. Box 2526 Waco, Tx 76702

The principal sum of \$(4,351.10) Four thousand three hundred fifty one dollars 10/100 plus an activation fee of (\$0) United States currency, together with interest thereon accruing from and after Oct 1, 2008

As specified in the Note and accompanying 3-Day Rescission Notice. (together referred to as "Note")

ANNUAL PERCENTAGE RATE The cost of Company's Note as a yearly rate. Simple interest 8.78 %	FINANCE CHARGE The dollar amount Payable to Investor. \$ 1,910.13	Amount Financed The Note amount Provided to Company \$ 4,351.10	Total of Payments The amount Company will have paid to investor after all dividends as scheduled have been credited. \$6,261.23	Total Sale Price The total maturity of Company's obligation on notes, including other tendered assets. \$ 6,261.23 <i>ymm</i>
<i>Company payment schedule will be:</i>				
Number of Payments	Amount of Payments	When Payments Are Due		
60	\$31.83	1st or 15th of each month (select one)		
	\$	Monthly, beginning 2008		

Security: Company is giving a security interest in:
the goods or property being purchased
specific assets: (see Attached Assignments)

Late Charge: If a dividend payment is more than 10 days late with investor enrolled in DirectDeposit, company must pay 5% of the part of the payment which is late, or \$16.50, whichever is less.

Prepayment: If Company pays off early, Company may be entitled to a refund of part of the finance charge.

See the contract terms of this document for any additional information about nonpayment, default, any required in full before the scheduled date.

This NOTE is issued upon the following terms, to which the Investor agrees and Company for itself and its successors, agrees as follows:

- Interest Rate.** This NOTE shall bear interest at the rate of eight point seven eight percent per annum. Simple interest shall accrue on their NOTE until maturity. In the event this NOTE is not paid on the maturity date, this NOTE shall thereafter bear interest until paid at the rate eight point seven eight percent (8.78 %) per annum. Interest on this NOTE shall accrue daily, shall be compounded annually and shall be computed on the basis of a 360-day year, 30-day months and actual days elapsed. This Note shall bear interest on the outstanding Principal Amount from and after the occurrence and during the continuance of an Event of Default, at the rate equal to the lower of eight point seven eight percent (8.78 %) per annum or the highest rate permitted by applicable law. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs, then to unpaid interest and fees and any remaining amount to unpaid principal.
- Maturity.** The entire outstanding unpaid principal and all accrued but unpaid interest shall be due and payable at maturity on 10/01/2013; by cash, cashier's check, or wire transfer in lawful money of the United States at Investors address or at such other place as Investor may designate in writing ten days before maturity. Investor may at his or her sole discretion, request the accelerated maturity of the note prior to the actual maturity date; provided Investor gives Company twenty eight days (28) written notice prior to expected delivery of disbursement. Company then must forfeit Note (s) at less than full face value, to Investor, minus any unearned interest and subject to an emergency liquidation Surrender Charge of eight point seven eight percent (8.78%) for early withdrawal unless otherwise agreed or required by applicable law.
- Transfer.** This NOTE is non-transferable without the prior written consent of the Investor.
- Dissolution of Capital.** This is an investment. All investments contain some degree of risk. Your actual investment can and will become dissolved (reduced in equity value) by the factor of from three (3) to four (four) times (at no guaranteed factor) the actual liquidity of Notes held by Company on any given business day. Such factors may go up or down, further dissolving the actual equity value of the liquid notes held by Company. Even though this particular investment note carries a fixed income return for the investor over the life of the contract, such fixed monthly income is subject to the good and sound practices of the Company. Some of the hazards which afflict most if not all financial companies in North America; i.e. wars, terrorist attacks, famines, pestilence, not withstanding; fraud, graft, or corporate corruption. All can and do happen. Please consider this before investing any money any where and at any time.
- Liens and Encumbrances.** This Note may x may not include any liens or encumbrances toward your personal property or real estate to secure the Company's equity value standing held in connection with this transaction. Company must notify Investor 30 days prior to filing such lien or mortgage.
- Expenses.** Company shall pay to Investor upon demand all reasonable fees and expenses incurred by Investor, including reasonable legal fees and expenses in connection with the preparation, execution and delivery of this Agreement up to a maximum amount of \$5,000.
- Representations and Warranties of Company.** Company hereby represents and warrants to Investor that, the statements contained in the following paragraphs of this agreement are all true and correct as of the above date: (a) Organization and Standing: Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has all requisite corporate power and authority to carry on its business as now conducted. (b) Corporate Power. Company has all requisite legal and corporate power to enter into, execute and deliver this Agreement, and the Notes. This Agreement, and upon issuance, the Notes will be valid and binding obligations of Company, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights.
- Investor understands and acknowledges that the offering of the NOTES pursuant to this Agreement will not be registered under the Securities Act.** Investor furthermore, (a) has such knowledge and experience in financial matters as to be capable of evaluating the merits and risks of Investor's prospective investment in the NOTES; (b) has the ability to bear the economic risks; (c) has had all questions which have been asked by Investor satisfactorily answered by Company; and (d) has not been offered any Securities by any form of advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any such media.
- Not for Resale.** Investor is acquiring the Notes for investment for Investor's own account, not as nominee or agent, resale or for resale, any distribution within the meaning of the Securities Act of 1933, as amended.
- Valid Issuance.** The Notes and shares of Common Stock issued upon conversion or exercise of the Notes (collectively, the "assets"), when issued in compliance with the provisions of this or encumbrances, provided, however, that the Assets may be subject to restrictions on transfer under state and/or federal laws as set forth herein, and as may be required by future changes in such laws.
- GOVERNMENT CONSENT, ETC.** No consent, approval, order or authorization of, any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement. The Notes, if required, under the Securities Act of 1933, or other applicable blue sky laws, which filings or qualification, if required, will be timely filed or obtained by Company.
- REPRESENTATIONS AND WARRANTIES BY INVESTOR.** Investor represents and warrants to Company as of the Closing Date as follows.
- INVESTMENT INTENT: AUTHORITY.** This Agreement is made with Investor in reliance upon Investor's representation to Company, evidenced by Investor's execution of this Agreement.
- Governing Law.** This Agreement and the Notes and all actions arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- Entire Agreement.** This Agreement together with the exhibits attached hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. **SURVIVAL.** The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.

Brian McLean
Company Representative

Mary Conley
Account Holder
Account Holder

**Assignment of Note/Lien/Mortgage
Collateral
(Blanket Assignment)**

This blanket assignment of collateral (hereinafter referred to as the assignment) is made this day 1 OCTOBER of 2008 by the parties Global West Funding, LLC an Oklahoma limited liability company, whose address is 2000 N.W. 39th Street, Oklahoma City, OK 73118 hereinafter referred to as assignor. For the benefit of MARY J COLLEY whose address is 208 SW 132ND STREET, OKLAHOMA CITY, OK 73170 hereinafter referred to as assignee. The receipt whereof is hereby acknowledged and set over unto said assignee certain collateral notes and encumbrances dated the appropriate dates of original signing; in favor of assignor and held within the jurisdiction of the state of Oklahoma upon the following described notes, liens, and mortgages.

Name	Client ID #	Cnty	State	Book/Page	Amount	Date

Witnesseth:

Whereas, assignor is the holder of the notes, liens, and mortgage together with the debt secured thereby, in the original principal sum (without earned interest) of \$ _____, _____ & no cents, given by borrower(s) and recorded in the public records of the county where applied when applicable. Whereas assignor is desirous of assigning said notes, liens, and mortgages, together with the debt therein described, to assignee; and Whereas, assignor is desirous of receiving and holding said notes, liens, and mortgages together with the debt therein described, from assignor. Therefore, for and in consideration of the sum of \$ _____ dollars paid by assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by assignor, assignor does hereby make the following assignment:

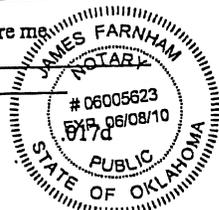
- 1. Assignment.** Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto assignee, its heirs, successors, and assigns, forever all of its right, title and interest in, to and under said notes, liens, and mortgages described above, together with the debt secured thereby; together with any and all rights, interests and appurtenances hereto belonging; subject only to any right and equity of redemption of said borrower; its assigns or successors in the same.
- 2. Warranties and representations.** Assignor hereby warrants and represents that it is the present holder of the above described collateral and that there are no other owners or holders of said collateral or any interest therein nor is there any default by nay borrowers therein or in the debt secured thereby.
- 3. Warranties of Rotation Seasoning.** Assignor is responsible annually to make seasoned rotations of appropriate liens and mortgages into and out of assignees' account; of amortized paper whether in status default, negative amount, or paid down status. This will not effect assignees interest payment monthly. Assignor warrants to assignee the net value of their collateral will not diminish to a value less than 1: 1 (one to one) per dollar of face value (face value meaning local municipally held values) of liened property held. Assignor warrants to assignee the right to keep in his or her possession; true and correct copies of all collateral instruments.
- 4. Governing Law.** This assignment shall be governed, construed and interpreted by, through and under the laws of the State of Oklahoma.
- 5. Headings.** Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHERE assignor has executed and delivered this assignment to assignee on the date hereof.

"Assignor"
[Signature]

"Assignee"
[Signature]

_____ County of _____ this foregoing instrument was acknowledged before me _____ notary public this _____ day _____ 2007. My commission expires _____





**Investor Direction and Certification
For Privately-Offered Investments**

P.O. Box 2528, Waco, TX 76702-2528
7901 Fish Pond Rd, Waco, TX 76710
800.855.3434 or 254.399.5200
254.751.0872 fax
IRAServices@wbank.com
www.SterlingTrustCompany.com

Important: This form contains important disclosures about your duties and responsibilities with regards to holding a private placement investment or nonstandard asset within your self-directed Sterling Trust Company account. Such investments may involve a high-degree of risk, and Sterling Trust Company will make no investigation as to the viability or safety of the investment you select. Read this entire form carefully before you complete and sign it. By signing this form, you consent to all terms and provisions shown on all three (3) pages of this form, including an agreement to arbitrate any disputes.

You must complete the appropriate sections of this form if you wish to instruct Sterling Trust Company to process a purchase, in-kind transfer or rollover, or exchange-in of a private placement investment or nonstandard asset in your self-directed Sterling Trust Company account. Such investments include private stocks, private limited partnerships, limited liability companies (LLCs), mortgage or promissory notes, contracts for deed/real estate contracts, structured settlements, or other privately offered investments.

Instructions: To avoid processing delays, complete all information in its entirety. If this will be a new or additional purchase, include the completed and signed investment subscription document(s). Many investments have similar names, so list the full name of the investment as shown on the investment subscription document; do not abbreviate. Please ensure that sufficient funds are in your account to process the exact investment amount you choose, plus any processing fees. Sterling will not send investments short unless it is solely due to Sterling deducting its processing fees.

1. ACCOUNTHOLDER NAME: <u>Mary N Conley</u> ACCOUNT NUMBER: <u>02123556</u>	
2. COMPLETE THIS SECTION FOR PRIVATE EQUITY ONLY: Investment Name (specify exact name): <u>- N/A -</u> Amount: \$ <u>- N/A -</u> (Must specify exact amount that matches the amount on the subscription documents) Number of Shares/Units: <u>- N/A -</u> Class of Shares/Units: <u>- N/A -</u> <small>(If known) (If applicable)</small> Type of Equity Investment: <input type="checkbox"/> Common Stock <input type="checkbox"/> Preferred Stock <input type="checkbox"/> Limited Partnership (LP) <input type="checkbox"/> Unit Investment Trust <small>(check one) <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other: _____</small>	
3. COMPLETE THIS SECTION FOR PRIVATE DEBT ONLY: Borrower's Name (Individual or Entity Name): <u>Sure Lock Financial LLC</u> Amount: \$ <u>4,351.10</u> (Must specify exact amount that matches the amount on the subscription documents or loan document, if applicable.) Type of Debt Investment: <input checked="" type="checkbox"/> Unsecured Note <input type="checkbox"/> Note Secured by a Deed of Trust/Mortgage <input type="checkbox"/> Contract for Deed <small>(check one) <input type="checkbox"/> Private Placement of Corporate Debt <input type="checkbox"/> Other: _____</small>	
4. COMPLETE THIS SECTION FOR STRUCTURED SETTLEMENTS ONLY: Investment Name (specify the seller's name): <u>- N/A -</u> File # (if applicable): <u>- N/A -</u> Amount: \$ <u>- N/A -</u> (Must specify exact amount that matches the amount on the settlement agreement)	
5. Investment to be Acquired Through: <small>(choose one)</small> <input checked="" type="checkbox"/> New Purchase (The \$25 processing fee will be deducted from the account prior to the purchase and will not be invoiced.) <input type="checkbox"/> Additional Purchase (\$25 processing fee applies) <input type="checkbox"/> In-Kind Transfer/Rollover from another Trustee/Custodian <input type="checkbox"/> Exchange-in from: _____ <small>(Investment Exchanging-out of my Sterling account)</small> <small>** This section should indicate how your Sterling account will acquire the above-referenced investment rather than how your Sterling account will be funded.</small>	6. Delivery Instructions: <small>(select only one)</small> I authorize Sterling Trust Company to send the investment subscription documents (and purchase check, if applicable) to the investment issuer/sponsor via: <input type="checkbox"/> Overnight Delivery - Bill charges to my Sterling account <input type="checkbox"/> Overnight Delivery - Bill charges to: ___ FedEx ___ DHL ___ UPS Account # _____ <small>** Delivery will be made via First Class mail if no other option is chosen.</small>

7. If investment is a new or additional purchase, I authorize and direct Sterling Trust Company to fund this investment purchase in the following manner:

Make purchase check payable and send check/investment subscription documents to:

Payee name: _____

Mailing address: _____

City, State, Zip: _____

Phone: _____

Wire funds to the following:
(An additional wire fee will be charged if a wire is rejected due to incorrect or incomplete information provided to Sterling.)

Bank Name: Bank of Oklahoma

Bank Phone Number: 405-736-8900

ABA Routing Number: 103900036

For credit to: Global West Financial LLC

Account number: 805707803

** Funds will be sent via check and sent in accordance to the Subscription Document/Investment Paperwork if no other option is chosen.

8. Important! Accountholder must check one of the following:

I represent that I am not an officer or director of the offering entity and/or borrower or any affiliate thereof, nor am I related to any officer or director of the offering entity and/or borrower or any affiliate thereof. I also represent that my ownership of this entity (combined with any family member or disqualified person) will be less than 50%.

I represent and disclose that I am an officer or director of the offering entity and/or borrower or its affiliate, or that I am related to an officer or director of the offering entity and/or borrower or its affiliate. The nature of the relationship and the combined percentage of the entity owned by my Account, any family member, or disqualified person is as follows:

Nature of Relationship: _____
Percentage Owned: _____ %
(A legal opinion may be required if the potential for a prohibited transaction exists. Please refer to the Questions/Answers section of the checklist.)

I direct Sterling Trust Company ("Sterling") to execute the purchase, transfer, rollover, or exchange-in of the above-named privately-offered investment ("Investment") for the benefit of my self-directed Sterling account ("Account"). If this will be a new or additional purchase of the Investment, and I have not specified the manner in which Sterling is to fund the Investment, I understand that Sterling will issue the purchase check and mail it via first-class U.S. Postal Service to the Investment issuer/sponsor, unless other verbal or written instructions are provided by myself, my Designated Representative, or the issuer/sponsor of the above named investment. In directing this purchase, transfer, rollover or exchange, I hereby make the following certifications in accordance to my Sterling Custodial Account Agreement:

1. I have read and understand all offering information pertaining to the purchase of this Investment, and I meet any and all suitability requirements of the offering. I understand that Sterling does not make any determination with respect to whether I meet any or all suitability requirements of the offering. Furthermore, I understand that Sterling has no duty to question or conduct any suitability analysis on my behalf.

2. I acknowledge that my Account is self directed, and I am solely responsible for the selection, management, and retention of all investments held within my Account. I understand and acknowledge that Sterling will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all of the funds in my Account solely and exclusively at my direction. I further understand that I have not entered into a "trust" agreement with Sterling, but rather I have entered into a "custodial" agreement under which Sterling has no duties or responsibilities with respect to the investment of the funds in my Account. Finally, I understand and intend that Sterling shall not assume the responsibilities of a trustee, a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws.

3. I understand that it is my sole responsibility to manage the investment held within my Account, and that Sterling has no responsibility to question any investment directions given by me or my Designated Representative (if I have appointed one), regardless of the nature of the investment. I understand that Sterling is in no way responsible for monitoring the performance of the investment held within my Account. I understand that Sterling has not conducted a due diligence review of this investment, nor has Sterling made any investigation with regard to this investment, any issuer or sponsor of this investment, or any officer, director, or other person or entity involved or affiliated with this investment. I understand that Sterling has not reviewed the prudence, viability or merits of the investment.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Sterling's services as custodian for the Investment made through my Account, that such person is not in any way an agent, employee, representative, or affiliate of Sterling. I acknowledge that Sterling is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Sterling Custodial Account Agreement and other Sterling forms and/or documents. I further understand that Sterling has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Sterling compensate my Designated Representative or financial representative in any manner.

5. I understand that Sterling does not make any determinations as to whether an investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of this investment. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Sterling to process this transaction on behalf of my Account.

6. I understand that certain transactions are prohibited for tax-qualified retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances that surround this transaction, and I understand that Sterling makes no determination as to whether this transaction is a prohibited transaction. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things, that this investment does not constitute a prohibited transaction as defined in IRC Section 4975. I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Section 4975(c)(2), nor a "party in interest" as defined in ERISA Section 3(14). I understand that, should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional premature distribution excise tax may be imposed.

7. My Account has sufficient liquid funds to make the initial purchase. If the Investment contains a provision for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account.

8. I further agree to indemnify Sterling for any and all payments or assessments which may result from holding the Investment within my Account, and I understand that Sterling shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the investment.

9. I understand that if the Investment contains any administrative requirements or duties beyond Sterling's capabilities or expertise to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Sterling for execution on behalf of my Account.

Privately-Offered DDC - Page 2 of 3

10. I understand that Sterling has no responsibility or duty to notify me or forward to me any notices, proxies, assessments or other documents received by Sterling on behalf of the investment, unless I or my Designated Representative request each such document in writing.
11. I agree to furnish payment instructions to Sterling regarding any invoice, assessment, fee or any other disbursement notification received by Sterling on behalf of the investment, and I understand that Sterling has no duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative.
12. If the investment to be purchased is a debt instrument, including individually-negotiated notes (such as a deed of trust mortgage note or contract for deed) or privately-offered corporate debt, I agree to either enter into an Investment Servicing Agent Agreement with a third-party Agent on a form acceptable to Sterling or to be my own Agent in order to administer the terms of the investment on behalf of my Account. Should my third-party Agent ever become unwilling or unable to perform the duties outlined in the Investment Servicing Agent Agreement, I understand that all duties of the Agent revert to me until I name a successor third-party Agent. Likewise, should I fail to appoint a third-party Agent to service the investment, I understand that all duties of the Agent are my responsibility. I understand that Sterling does not offer or provide any servicing or collection duties with respect to any debt instrument, nor will Sterling monitor the maturity date or take any action with regard to the maturity of any debt instrument unless specifically directed by me in writing. Furthermore, should I elect to renew or renegotiate the terms of any investment, I agree to notify Sterling in writing and provide appropriate instructions for Sterling to return the original investment to the debtor.
13. If the investment to be purchased is a private equity investment, I understand that such investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form, must be filed along with the appropriate amount of tax, payable from the assets of my Account. I understand that Sterling does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper 990-T tax form and forward it to Sterling, along with authorization to pay the tax from my Account. If I am required to file IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Sterling's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Sterling to pay any taxes I may owe with regard to any UBTI that might be incurred.
14. I understand that Sterling has no duty or responsibility to monitor the performance of the investment or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Sterling will not be required to monitor the acts of any paid consultant to whom Sterling may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
15. I understand that if Sterling cannot obtain an annual market value or good faith estimate of the value for the investment from the investment's sponsor or other sources chosen by Sterling in its sole discretion, Sterling may carry forward the last known value (if available) or report the asset value at acquisition cost. I further understand and acknowledge that, if Sterling has not been provided with an annual market value or good faith estimate either by the investment's sponsor or by me via an independent appraisal service (as specified in my Sterling Custodial Account Agreement), Sterling may distribute the investment in-kind to me.

16. I understand that in-kind distributions I receive from my Account are subject to Federal income tax withholding unless I elect not to have withholding apply. By signing and doing below, I elect not to have withholding apply to distributions from my Account, subject to my right to revoke this election at a later date. I also understand that if I revoke this election and there is no cash or insufficient cash in my Account at the time of distribution, Sterling must sell any non-cash investments to pay withholding and will distribute the remaining proceeds, if any. I understand that I am responsible for paying Federal income tax on the taxable portion of any distribution from my Account and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are inadequate.
17. I agree to be responsible for any and all collection actions, including contacting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the investment. I understand that any legal filings made on behalf of this investment are to be made in the name of "Sterling Trust Company, Custodian for benefit of (my name)". I agree that I shall not institute legal action on behalf of this investment without Sterling's written consent to litigate and that I shall prosecute any legal action. I agree that any such legal action will be carried out in a manner that does not cause Sterling to incur any costs or legal exposure.
18. I understand that I am the only person authorized to make changes or corrections to this Investor Direction & Certification form. If any changes or corrections to this form are required to process this investment, I will provide Sterling with a completed and initialed copy of this form, or I will give verbal instructions to Sterling to change or correct the form. I agree that any verbal instructions will be given by me to Sterling over a recorded line.
19. I understand that, except to the extent of the cash which is invested in the United Western Bank NOW Account (which is FDIC insured), or directed into other FDIC-insured bank products, investments held within my Account are not FDIC-insured, nor are any amounts in my Account guaranteed by Sterling, and such investments may lose value.

ARBITRATION AGREEMENT

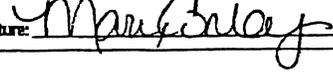
THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES OF EVERY TYPE AND MATTER WHICH MAY ARISE BETWEEN THE DEPOSITOR AND CUSTODIAN INCLUDING ANY DISPUTES REGARDING THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER THE CODE OF PROCEDURE THEN IN EFFECT. ANY AWARD OF THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. IN ANY MATTER IN WHICH THE AMOUNT IN DISPUTE EXCEEDS \$10,000.00, THE ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN WACO, TEXAS. IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS AGREEMENT UNENFORCEABLE, THAT PORTION SHALL NOT BE EFFECTIVE AND THE REMAINDER OF THE AGREEMENT SHALL REMAIN EFFECTIVE. INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE NATIONAL ARBITRATION FORUM, WWW.ARBITRATION-FORUM.COM, OR AT P.O. BOX 50191, MINNEAPOLIS, MN 55455. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-14.

BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER IN COURT AND HAVE THEIR CASE DECIDED BY A JUDGE OR JURY.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the investment, I shall give written notice of such fact to Sterling specifying which representations and warranties are not true and accurate and the reasons therefore.

I acknowledge that I have sole responsibility for directing the investment of my Account. I acknowledge that Sterling will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the investment. I acknowledge my understanding that Sterling is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws, and I agree to hold Sterling harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this investment Direction and Certification.

9. Accountholder Signature/Date (This form must be signed and dated):

Signature: 

Date: 28 September 2008



Investment Servicing Agent Agreement

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
254.399.5200
254.751.0672 fax
FSA Services@stc.bank.com
www.SterlingTrustCompany.com

For good and valuable consideration, this Investment Servicing Agent Agreement is hereby entered into by and between:

Mary N Conley (hereinafter referred to as "Accountholder") and

Mary N Conley (hereinafter referred to as "Agent").

Agent hereby agrees to accept all responsibilities and duties necessary to effectively administer the following investment held for the benefit of the designated Accountholder by Sterling Trust Company ("Sterling"):

BORROWER'S NAME: Global West Financial LLC

AMOUNT OF INVESTMENT: \$ 4,351.10

TYPE OF INVESTMENT (Check one): [X] Note [] Bond [] Debenture [] Contract for Deed

PAYMENT FREQUENCY: [X] Monthly [] Quarterly [] Annually [] At Maturity [] Other:

MATURITY DATE: 10/01/2013

As Agent, the undersigned shall perform all duties and exercise all discretion as permitted in the provisions of the Note, Bond, Debenture, or Contract for Deed/Real Estate Contract (collectively referred to as the "Investment") in order to protect the rights of Accountholder, assure timely collection of payments, and monitor all the provisions of the Investment. Specific duties of Agent shall include, but not be limited to, the following:

- 1. Confirm that proper documentation of the investment has been prepared such that any debt instrument is enforceable, clear title is held for the investment including any collateral assigned under the investment, and then prepare and file with the appropriate recording office any title document, debt instrument and any evidence of lien on collateral, including the filing and proper registration or recording of any deed of trust, mortgage, contract for deed, or other instrument necessary to protect the Accountholder's interest in the investment;
2. Ensure that the original investment (including the debt instrument, deed of trust, mortgage, and/or assignments) is forwarded to Sterling for safekeeping;
3. Production and maintenance of an amortization schedule for payments in accordance with the terms of the investment, a copy of which shall be furnished to Sterling (if applicable);
4. Collect payments and forward payments made payable to "Sterling Trust Company, Custodian, FBO _____";
5. Break down payment amounts into interest and principal reduction and communicate this information to Sterling (if applicable);
6. Forward all payments to Sterling in a timely manner to the following address:
P.O. Box 2526
Waco, TX 76702-2526;
7. Preparation of any governmental reporting of interest paid which may have to be reported to the Internal Revenue Service on Form 1098. After preparation, this form should be forwarded to Sterling for filing;
8. Collection and maintenance of any required escrow funds for the purpose of paying insurance and taxes on the investment;
9. Collection of any rents, royalties, or other sums assigned as security for the investment;
10. Promptly communicate in writing with the Debtor/Obligor regarding all matters pertaining to the investment, including notice and collection of past-due payments and the amount of past-due penalty, if any, and enforcement of any security therefore;
11. Initiate collection procedures upon notice of default, as defined in the investment, including the initiation of any necessary legal action required to enforce any guarantees or otherwise assure Debtor/Obligor's performance on the investment;
12. Enforce all rights against Debtor/Obligor, following notice of and failure to timely cure any default (as provided in the investment), including, without limitation, foreclosure of any mortgage or other legal proceedings in order to claim title to any collateral securing the investment, or initiate legal action to obtain a judgment against Debtor/Obligor in the case the investment is unsecured; and
13. Keep complete and accurate records of all transactions, collection, and enforcement efforts and other matters relating to Agent's duties hereunder, and promptly provide copies of such records to Accountholder and Sterling upon request.

FEES: As consideration for the services provided herein, Accountholder agrees to pay fees to Agent as follows: (NA if Accountholder serves as the Agent)

The above fee schedule may be amended by Agent from time to time upon prior written notice to Accountholder.

This Agreement shall be effective for a term not to exceed the life of the Investment(s) to which it applies. The life of the Investment shall be defined as the period of time during which any amount remains unpaid under the terms of the Investment, even if said period extends beyond the stated Maturity Date of the Investment. This Agreement shall automatically terminate upon the final payment at maturity of the Investment or upon early prepayment as may be provided in the Investment.

Accountholder, by signing this Agreement, hereby amends the Sterling Trust Company Custodial Account Agreement to release Sterling from all duties and responsibilities of administering the terms of the Investment, other than those requiring the Custodian's signature for performance, pursuant to Section 113.059 of the Texas Trust Code. All duties and responsibilities for administration of the Investment shall vest in the Agent. Said Agent shall be an agent for the benefit of Accountholder, and shall not be deemed to be an agent or affiliate of Sterling.

Agent and Accountholder hereby indemnify and save harmless Sterling, its employees, and assigns from all suits, actions, or claims of any character, type, or description brought or made for or on account of, arising out of, or occasioned by the acceptance of the Investment as an asset of the IRA or Qualified Plan, or by the operations, performance, or negligent acts of Agent in the execution or performance of this Agreement.

Sterling shall have no responsibility to question the actions of Agent in its performance of the duties outlined in this agreement, nor shall Sterling be liable for any loss of any kind which may result by reason of any action taken by Agent, Accountholder, or both in regard to the performance of the Investment.

Agent shall not assign his rights and obligations hereunder. Subject to the foregoing, all of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto. If, for any reason, Agent is unable or unwilling to perform the duties outlined herein, then Accountholder shall assume responsibilities for said duties until a successor Agent has been appointed.

Accountholder may terminate this Agreement immediately upon notice (in person, by phone, or by facsimile, or other writing) at any time. Agent may terminate this Agreement upon not less than fifteen (15) days prior written notice. Upon termination, Accountholder agrees to appoint a successor Agent within thirty (30) days. Until a successor Agent is appointed, Accountholder shall be responsible for the duties of administering the Investment as provided herein. Following termination, Agent shall provide written notice to Maker that all payments shall thereafter be forwarded directly to Accountholder or such substitute Agent as Accountholder may nominate, and Agent shall forward to Accountholder all payments received on account of Accountholder. Upon request of Accountholder, Agent shall forward to Accountholder all books, records, ledgers, correspondence, files, and other materials in Agent's possession or control with respect to the Investment and/or Accountholder.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements. This Agreement may be amended upon the prior written consent of the parties.

BY SIGNING THIS AGREEMENT, ACCOUNTHOLDER AGREES THAT STERLING IS NOT REQUIRED TO PROVIDE LOAN SERVICING, INCOME OR RENT COLLECTION, VERIFICATION OR INSURANCE COVERAGE OR TAX PAYMENTS ON COLLATERAL, PURSUE COLLECTION, INSTIGATE LITIGATION, OR TAKE ANY OTHER ACTION WITH REGARD TO THE INVESTMENT(S) TO WHICH THIS AGREEMENT APPLIES EXCEPT AT THE EXPRESS DIRECTION OF AGENT OR ACCOUNTHOLDER.

Agreed to by Agent and executed this 28th day of September, 2008

Agent Name: Mary N Conley

Mailing Address: 208 SW 132nd Street

Oklahoma City, OK 73170-1439

Phone Number: (405) 912-1122

Signature: Mary N Conley

Agreed to by Accountholder and executed this 28th day of September, 2008

Signature: Mary N Conley

Account Number: 02123556



Private Debt Representation Letter
(To be completed by Investment Issuers)

Sterling Trust Company
P.O. Box 2528 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
254.399.5200
254.751.0672 fax
FSA Services@stwbank.com
www.SterlingTrustCompany.com

Investment Name: Global West Financial LLC
Investment Entity's Address: 2000 NW 39th Oklahoma City, OK 73118
Type of Investment: [X] Unsecured Note [] Secured Note
[] Debenture [] Bond [] Other:
Phone Number: (405) 557-0774
Fax Number: (405) 524-8087
Email Address: BrianM@qwfax.com
Is a Subscription Document or Investment Application required to be completed by each investor? [X] Yes [] No
Is there an Indenture Trustee or other third party servicing agent named to act for the benefit of the lenders? [] Yes [X] No

I, the General Partner/Managing Member/Officer or Trustee, hereby agree to the following representations on behalf of the Investment Entity (the following representations cannot be altered):

- 1. I represent that the debt instrument will be correctly payable to the retirement plan as follows:
Sterling Trust Company, Custodian FBO:
Accountholder Name, Account # Conley - 02123556
Tax ID #78-0115756
P.O. Box 2528
Waco, TX 76702-2528;
2. Once a transaction has been completed, I agree to forward the original debt instrument to Sterling to be held in safekeeping;
3. Retirement plan investors will be provided with all offering documentation (Private Placement Memorandum, Prospectus, Operating Agreement, LP Agreement, subscription agreements, sample of the debt instrument etc.) with regards to his/her debt investment;
4. All correspondence including tax forms (if applicable), voting information, financial statements, or any other documentation will be sent directly by the Investment Entity to the accountholder's home address and not to Sterling;
5. Upon request, the debt instrument will be registered to a successor trustee/custodian or to the retirement plan investor individually;
6. I agree to notify Sterling and retirement plan investors in writing of any address change, name change, dissolution, or bankruptcy of the Investment Entity.

Authorized Signature: [Signature] Date (must be dated): 09 / 28 / 2007
Printed Name: Brian McKye Title: CEO

State of Oklahoma
County of Oklahoma

This instrument was acknowledged before me this 28th day of September, 2008 by James Farnham on behalf of the Investment Entity.

Notary Public My commission expires: / / (SEAL)



IRA Distribution Request Form

Sterling Trust Company
P.O. Box 2528 Waco, TX 76702
7801 Fish Pond Rd. Waco, TX 76710
800.955.3434
254.751.0872 fax
IRA.Services@stb.com
www.SterlingTrustCompany.com

❖ For Partial/One-Time or Complete Distribution, complete Sections 1, 2, 3, 4A, 4B, and 6.
❖ For Systematic/Scheduled Distributions, complete Sections 1, 2, 3, 5A, 5B, and 6.

1. Account Information:
Accountholder Name: Mary N Conley Account Number: 02123556
Address: 208 SW 132nd Street Birth Date: 07 / 12 / 1983
City, State, Zip: Oklahoma City, OK 73170-1439 Social Security #: 443-82-3453
Account Type: Traditional/Regular SEP IRA Roth IRA Simple IRA

2. IRA Distribution Type:
 Premature (Early) Distribution. (Code 1) (See instruction page 1 for distributions that qualify for this selection)
 Distribution, exception applies (Code 2) (For an IRS levy only)
 Normal Distribution (Code 7)
 Disability (Code 3)
 Death Distribution (Code 4) (A copy of the Death Certificate will need to be provided.)
 Timely refund of excess or nondeductible contribution PLUS earnings. For tax year _____
 Refund of principal amount of excess contribution AFTER tax filing date. For tax year _____
 Distribution due to divorce or separation (Complete and attach the "Notification for Divorce and Transfer" form.)
 Revocation (Must be within 7 days of account establishment.)

3. Withholding Election Please complete both Federal withholding and State withholding (not applicable in all states).
If you do not choose an election for Federal Income Tax, we will withhold Federal Taxes at a flat 10% rate (any applicable State Tax will be handled according to the State Income Tax Withholding Requirements Chart unless the client's election meets or exceeds the requirement.)
Federal Withholding Election: \$5 fee applies
 I elect NOT to have Federal Income Tax withheld.
 I elect to have Federal Income Tax withheld at a flat 10% rate.
 I elect to have Federal Income Tax withheld in the amount of \$ _____, which is more than the 10% rate.
 I elect to have Federal Income Tax withheld at a _____% rate.
State Withholding Election: \$5 fee applies. NOT APPLICABLE FOR ALL STATES. See the State Tax Withholding Chart. Any applicable State Tax will be handled according to the State Income Tax Withholding Requirements Chart unless the client's election meets or exceeds the requirement. If Federal Withholding is deducted from your distribution, State Withholding may also apply. State tax is rounded up to the nearest dollar.
 I elect NOT to have State Income Tax withheld. (Not applicable to all states. See the State Tax Withholding Chart.)
 Withhold state income tax according to the attached State Income Tax Withholding Requirement Chart.
 Withhold \$ _____.



IRA Distribution Request Form

Sterling Trust Company
P.O. Box 2528 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
800.955.3434
254.751.0872 fax
IRAServices@stbank.com
www.SterlingTrustCompany.com

5A. Systematic/Scheduled Distributions (Do not complete this section for One-Time/Partial or Complete distributions. See Section 4A and 4B):

New OR Change of Instructions Beginning Date: Month November Day 1st
 Monthly OR Quarterly (If no date is chosen, distributions will be made on the 25th of the month provided funds are available.)

Amount Requested (Check only one of the following):
 All available cash
 A total gross amount of: \$ _____
 All dividends only
 All dividends from the following investments:
1. _____ 2. _____
3. _____ 4. _____
 A total gross amount of \$ _____ via systematic withdrawal from the following funds (i.e. mutual fund):
Name: _____ Amount: _____
Name: _____ Amount: _____
Name: _____ Amount: _____

5B. Payment/Delivery Instructions For systematic/scheduled distributions only. Check only one of the following options. If no option is chosen, your distribution will be sent to you via First Class mail. (\$8/distribution check - \$25/distribution wire - Free for ACH)

Mail check to the address of record.
 Mail check to the following address:
Payee: _____
Address: _____
City, State, Zip: _____
 Wire funds (Please complete "Wire/ACH Instructions" below)(Contact your bank for the wire information):
 ACH (Please complete "Wire/ACH Instructions" below)(Contact your bank for the ACH information):
Account that money is to be directly deposited to (select one): checking/Money Market/NOW OR Non-Passbook Savings

Wire/ACH Instructions
Bank Name: TINKER FCU
Bank Phone Number: _____
ABA Routing Number: (Must be 9 digits): 303095829
Account Number: 45531684
Beneficiary Bank/Name(s) on account (if any): N/A
Account Number: N/A
Name(s) on Account: _____
Account Number: _____



TRADITIONAL INDIVIDUAL RETIREMENT CUSTODIAL ACCOUNT AGREEMENT

(To avoid processing delays, be sure to complete and submit pages 7-11 to Sterling Trust Company.)

I hereby apply to establish a Sterling Trust Company Self-Directed Individual Retirement Custodial Account. I agree to the terms of this Individual Retirement Custodial Account Agreement set forth on pages 12-16 of this Agreement. I hereby certify that I have read and understand the Traditional IRA Disclosure Statement, which is attached as pages 17-22 of this Agreement. I further certify that the information I have provided in this Agreement is true. This Agreement shall become effective upon Sterling Trust Company's acceptance, as evidenced by the signature of an Authorized Signatory of Sterling Trust Company in Section 6 on page 11 of this Agreement.

1. Accountholder Information: Please provide all information below.

*Full Name Bonnie J Cory

*Mailing Address 337 SE 6th

*City Moore *State OK *Zip 73160

*Physical Street Address (Required if different from mailing address) same

City same State same Zip same

*Social Security Number 5 1 5 - 4 0 - 2 7 0 0 *Date of Birth 0 3 - 2 3 - 2 7 0 0

Home Phone (4 0 5) 8 9 5 - 6 1 9 7 Work Phone () N / A -

Email Address N/A

*Required for Account Establishment

Beneficiary Designation: Please provide the information requested below. If information is missing, a hold may be placed on your account. I designate the individual(s) named below as my primary and contingent Beneficiary(ies) of this IRA. I understand that I may change or add Beneficiaries at any time by completing and delivering Sterling Trust's Change of Beneficiary form to Sterling Trust Company. If you designate a trust as the beneficiary, please provide a copy of the trust. Named Beneficiaries may only be U.S. Citizens or non-U.S. Citizens that have obtained a substitute tax identification number or social security number. (If the following area does not provide sufficient space to designate your account beneficiaries, you may attach a separate sheet that contains this information and your signature and date.)

Primary Beneficiary(ies) The following individual(s) shall be my Primary Beneficiary(ies):

Name John B. Hitchcock SSN 401-48-0634

Relationship Spouse Date of Birth 02-01-1938 Share 100 %

Name _____ SSN _____

Relationship _____ Date of Birth _____ Share _____ %

Contingent Beneficiary(ies): If no Primary Beneficiary(ies) shown above survive me, the following individual(s) shall be my Beneficiary(ies):

Name John B. Hitchcock and Bonnie J. Cory Revocable Living Trust SSN N/A

Relationship Trust Date of Birth N/A Share 100 %

Name _____ SSN _____

Relationship _____ Date of Birth _____ Share _____ %

Spousal Consent: This section to be completed only if: (1) Accountholder is married and has designated any Primary Beneficiary other than his/her spouse; and (2) This IRA account will include property in which his/her spouse possesses a community property interest or other type of property interest. As of December 31, 2004, community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin.

I am the spouse of the IRA accountholder named above. I agree to my spouse's naming of a primary Beneficiary other than myself. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations, and I acknowledge that I shall have no claim whatsoever against Sterling Trust for any payment to my spouse's named Beneficiary(ies).

Spouse's Signature _____ Date _____





Investor Direction and Certification
For Privately-Offered Investments



P.O. Box 2526, Waco, TX 76702-2526
7901 Fish Pond Rd, Waco, TX 76710
800.955.3434 or 254.399.5200
254.751.0872 fax
RAServices@twbank.com
www.SterlingTrustCompany.com

Important! This form contains important disclosures about your duties and responsibilities with regards to holding a private placement investment or nonstandard asset within your self-directed Sterling Trust Company account. Such investments may involve a high-degree of risk, and Sterling Trust Company will make no investigation as to the viability or safety of the investment you select. Read this entire form carefully before you complete and sign it. By signing this form, you consent to all terms and provisions shown on all three (3) pages of this form, including an agreement to arbitrate any disputes.

You must complete the appropriate sections of this form if you wish to instruct Sterling Trust Company to process a purchase, in-kind transfer or rollover, or exchange-in of a private placement investment or nonstandard asset in your self-directed Sterling Trust Company account. Such investments include private stocks, private limited partnerships, limited liability companies (LLCs), mortgage or promissory notes, contracts for deed/real estate contracts, structured settlements, or other privately-offered investments.

Instructions: To avoid processing delay, complete all information in its entirety. If this will be a new or additional purchase, include the completed and signed investment subscription document(s). Many investments have similar names, so list the full name of the investment as shown on the investment subscription document; do not abbreviate. Processing fees (if any) will be deducted from the account prior to the investment purchase and will not be invoiced.

1. ACCOUNTHOLDER NAME: <u>Bonnie J Cory</u> ACCOUNT NUMBER: <u>02100852</u>	
2. COMPLETE THIS SECTION FOR PRIVATE EQUITY ONLY:	
Investment Name (specify exact name): <u>NA</u>	
Amount: \$ <u>NA</u> (Must specify exact amount that matches the amount on the subscription documents)	
Number of Shares/Units: <u>NA</u> Class of Shares/Units: <u>NA</u>	
(if known) (if applicable)	
Type of Equity Investment: <input type="checkbox"/> Common Stock <input type="checkbox"/> Preferred Stock <input type="checkbox"/> Limited Partnership (LP) <input type="checkbox"/> Unit Investment Trust	
(check one) <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Other: _____	
3. COMPLETE THIS SECTION FOR PRIVATE DEBT ONLY:	
Borrower's Name (Individual/Entity Name): <u>Global West Funding</u>	
Amount: \$ <u>5,000</u> (Must specify exact amount that matches the amount on the subscription documents or loan document, if applicable.)	
Type of Debt Investment: <input checked="" type="checkbox"/> Unsecured Note <input type="checkbox"/> Note Secured by a Deed of Trust/Mortgage <input type="checkbox"/> Contract for Deed	
(check one) <input type="checkbox"/> Private Placement of Corporate Debt <input type="checkbox"/> Other: _____	
4. COMPLETE THIS SECTION FOR STRUCTURED SETTLEMENTS ONLY:	
Investment Name (specify the seller's name): <u>NA</u> File # (if applicable) <u>NA</u>	
Amount: \$ <u>NA</u> (Must specify exact amount that matches the amount on the settlement agreement)	
5. Investment to be Acquired Through: (choose one) <input checked="" type="checkbox"/> New Purchase (The 25 processing fee will be deducted from the account prior to purchase and will not be invoiced.) <input type="checkbox"/> Additional Purchase <input type="checkbox"/> In-Kind Transfer/Rollover from another Trustee/Custodian <input type="checkbox"/> Exchange-in from _____ <small>(investor exchanging-out of my Sterling account)</small>	6. Delivery Instructions: (select only one) I authorize Sterling Trust Company to send the investment subscription documents (and purchase check, if applicable) to the Investment issuer/sponsor via: <input type="checkbox"/> Overnight Delivery - Bill charges to my Sterling account <input type="checkbox"/> Overnight Delivery - Bill charges to: <u> </u> FedEx <u> </u> DHL <u> </u> UPS Account # _____ ** Delivery will be made via First Class mail if no other option is chosen.
** This section should indicate how your Sterling account will acquire the above-referenced investment rather than how your Sterling account will be funded.	

7. If Investment is a new or additional purchase, I authorize and direct Sterling Trust Company to fund this investment purchase in the following manner:

Make purchase check payable and send check/investment subscription documents to:

Payee name: _____

Mailing address: _____

City, State, Zip: _____

Phone: _____

Wire funds to the following:
(An additional wire fee will be charged if a wire is rejected due to incorrect or incomplete information provided to Sterling.)

Bank Name: Bank of America

Bank Phone Number: 405-524-1365

ABA Routing Number: 540730131

For credit to: Global West Funding

Account number: 002867756223

**** Funds will be sent via check and sent in accordance to the Subscription Document/Investment Paperwork if no other option is chosen.**

8. Important! Accountholder must check one of the following:

I represent that I am not an officer or director of the offering entity and/or borrower or any affiliate thereof, nor am I related to any officer or director of the offering entity and/or borrower or any affiliate thereof.

I represent and disclose that I am an officer or director of the offering entity and/or borrower or its affiliate, or that I am related to an officer or director of the offering entity and/or borrower or its affiliate. Please specify the nature of this relationship and indicate (if applicable) the approximate percentage of the entity owned:

I direct Sterling Trust Company ("Sterling") to execute the purchase, transfer, rollover, or exchange-in of the above-named privately-offered investment ("Investment") for the benefit of my self-directed Sterling account ("Account"). If this will be a new or additional purchase of the Investment, and I have not specified the manner in which Sterling is to fund the Investment, I understand that Sterling will issue the purchase check and mail it via first-class U.S. Postal Service to the Investment issuer/sponsor, unless other verbal or written instructions are provided by myself, my Designated Representative, or the issuer/sponsor of the above named Investment. In directing this purchase, transfer, rollover or exchange, I hereby make the following certifications in accordance to my Sterling Custodial Account Agreement:

1. I have read and understand all offering information pertaining to the purchase of this Investment, and I meet any and all suitability requirements of the offering. I understand that Sterling does not make any determination with respect to whether I meet any or all suitability requirements of the offering. Furthermore, I understand that Sterling has no duty to question or conduct any suitability analysis on my behalf.

2. I acknowledge that my Account is self directed, and I am solely responsible for the selection, management, and retention of all investments held within my Account. I understand and acknowledge that Sterling will exercise no discretion with respect to the funds in my Account, will not under any circumstances provide investment advice or recommendations, and will in all events invest all of the funds in my Account solely and exclusively at my direction. I further understand that I have not entered into a "trust" agreement with Sterling, but rather I have entered into a "custodial" agreement under which Sterling has no duties or responsibilities with respect to the investment of the funds in my Account. Finally, I understand and intend that Sterling shall not assume the responsibilities of a trustee, a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the funds in my Account, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state, or local laws.

3. I understand that it is my sole responsibility to manage the Investment held within my Account, and that Sterling has no responsibility to question any investment directions given by me or my Designated Representative (if I have appointed one), regardless of the nature of the Investment. I understand that Sterling is in no way responsible for monitoring the performance of the Investment held within my Account. I understand that Sterling has not conducted a due diligence review of this Investment, nor has Sterling made any investigation with regard to this Investment, any issuer or sponsor of this Investment, or any officer, director, or other person or entity involved or affiliated with this Investment. I understand that Sterling has not reviewed the prudence, viability or merits of the Investment.

4. I understand that, if my Designated Representative or any other financial representative suggested that I retain Sterling's services as custodian for the Investment made through my Account, that such person is not in any way an agent, employee, representative, or affiliate of Sterling. I acknowledge that Sterling is not responsible for and is not bound by any representations, warranties, statements or agreements made by my Designated Representative or any financial representative beyond the terms and provisions contained in my Sterling Custodial Account Agreement and other Sterling forms and/or documents. I further understand that Sterling has not made and will not make any recommendation or investigation with respect to my Designated Representative or any financial representative, nor does Sterling compensate my Designated Representative or financial representative in any manner.

5. I understand that Sterling does not make any determinations as to whether an Investment is acceptable under ERISA, the IRC, or any other applicable federal, state or local laws, including securities laws. I acknowledge that it is my responsibility to review any investments to ensure compliance with the above requirements and to avoid the occurrence of any prohibited transactions in my Account arising out of this Investment. I understand that I should have all investments reviewed by my attorney and/or tax advisor prior to directing Sterling to process this transaction on behalf of my Account.

6. I understand that certain transactions are prohibited for tax-exempt retirement arrangements under IRC Section 4975. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction depends on the facts and circumstances that surround this transaction, and I understand that Sterling makes no determination as to whether this transaction is a prohibited transaction. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and that I have determined among other things, that this Investment does not constitute a prohibited transaction as defined in IRC Section 4975. I represent that the offering entity or any affiliate thereof is neither a "disqualified person" as defined in IRC Section 4975(e)(2), nor a "party in interest" as defined in ERISA Section 3(14). I understand that, should my Account engage in a prohibited transaction, a taxable distribution equal to the fair market value of my Account will result and certain penalties may be incurred. I further understand that if such a deemed distribution takes place prior to my attaining age 59½, an additional premature distribution excise tax may be imposed.

7. My Account has sufficient liquid funds to make the initial purchase. If the Investment contains a provision for future contractual payments or assessments, including margin calls, I acknowledge that such payments or assessments shall be borne solely by my Account to the extent such payment is authorized by me or my Designated Representative, and may reduce or exhaust the value of my Account.

8. I further agree to indemnify Sterling for any and all payments or assessments which may result from holding the Investment within my Account, and I understand that Sterling shall be under no obligation whatsoever to extend credit to my Account or otherwise disburse payment beyond the cash balance of my Account for any payment or assessment related to the Investment.

9. I understand that if the Investment contains any administrative requirements or duties beyond Sterling's capabilities or expertise to provide, then I agree to seek out suitable agents or counsel necessary to perform such duties and deliver a written service agreement acceptable to Sterling for execution on behalf of my Account.

10. I understand that Sterling has no responsibility or duty to notify me or forward to me any notices, proxies, assessments or other documents received by Sterling on behalf of the investment, unless I or my Designated Representative request each such document in writing.
11. I agree to furnish payment instructions to Sterling regarding any invoice, assessment, fee or any other disbursement notification received by Sterling on behalf of the investment, and I understand that Sterling has no duty or responsibility to disburse any payment until such instructions are received from me or my Designated Representative.
12. If the investment to be purchased is a debt instrument, including individually-negotiated notes (such as a deed of trust/mortgage note or contract for deed) or privately-offered corporate debt, I agree to either enter into an Investment Servicing Agent Agreement with a third-party Agent on a form acceptable to Sterling or to be my own Agent in order to administer the terms of the investment on behalf of my Account. Should my third-party Agent ever become unwilling or unable to perform the duties outlined in the Investment Servicing Agent Agreement, I understand that all duties of the Agent revert to me until I name a successor third-party Agent. Likewise, should I fail to appoint a third-party Agent to service the investment, I understand that all duties of the Agent are my responsibility. I understand that Sterling does not offer or provide any servicing or collection duties with respect to any debt instrument, nor will Sterling monitor the maturity date or take any action with regard to the maturity of any debt instrument unless specifically directed by me in writing. Furthermore, should I elect to renew or renegotiate the terms of any investment, I agree to notify Sterling in writing and provide appropriate instructions for Sterling to return the original investment to the debtor.
13. If the investment to be purchased is a private equity investment, I understand that such investment may generate Unrelated Business Taxable Income, or "UBTI". I further understand that, if the UBTI attributable to my Account exceeds \$1,000 for any taxable year, an IRS Form 990-T tax form must be filed along with the appropriate amount of tax, payable from the assets of my Account. I understand that Sterling does not monitor the amount of UBTI in my Account and does not prepare Form 990-T. If the tax is applicable, I agree to prepare, or have prepared, the proper 990-T tax form and forward it to Sterling, along with authorization to pay the tax from my Account. If I am required to file IRS Form 990-T with regard to any UBTI, I understand that I must utilize an Employer Identification Number ("EIN"). I will not use Sterling's EIN or my own social security number. I understand that I must apply for my own EIN prior to or in conjunction with requesting Sterling Trust to pay any taxes I may owe with regard to any UBTI that might be incurred.
14. I understand that Sterling has no duty or responsibility to monitor the performance of the investment or actions of the sponsor, nor to monitor the sufficiency or adequacy of my actions or duties or those of my heirs, successors, agents or assigns, and Sterling will not be required to monitor the acts of any paid consultant to whom Sterling may have contractually delegated any duties or responsibilities pursuant to my directions or the directions of my Designated Representative.
15. I understand that if Sterling cannot obtain an annual market value or good faith estimate of the value for the investment from the investment's sponsor or other sources chosen by Sterling in its sole discretion, Sterling may carry forward the last known value (if available) or report the asset value at acquisition cost. I further understand and acknowledge that, if Sterling has not been provided with an annual market value or good faith estimate either by the investment's sponsor or by me via an independent appraisal service (as specified in my Sterling Custodial Account Agreement), Sterling may distribute the investment in-kind to me.
16. I understand that in-kind distributions I receive from my Account are subject to Federal income tax withholding unless I elect not to have withholding apply. By signing and dating below, I elect not to have withholding apply to distributions from my Account, subject to my right to revoke this election at a later date. I also understand that if I revoke this election and there is no cash or insufficient cash in my Account at the time of distribution, Sterling must sell any non-cash investments to pay withholding and will distribute the remaining proceeds, if any. I understand that I am responsible for paying Federal income tax on the taxable portion of any distribution from my Account and that I may be subject to tax penalties if my payments of estimated tax and withholding, if applicable, are inadequate.
17. I agree to be responsible for any and all collection actions, including contracting with a collection agency or instituting legal action, and bringing any other suits or actions which may become necessary to protect the rights of my Account as a result of the operation or administration of the investment. I understand that any legal filings made on behalf of this investment are to be made in the name of "Sterling Trust Company, Custodian for benefit of (my name)." I agree that I shall not institute legal action on behalf of this investment without Sterling's written consent to litigate and that I shall prosecute any legal action. I agree that any such legal action will be carried out in a manner that does not cause Sterling to incur any costs or legal exposure.
18. I understand that I am the only person authorized to make changes or corrections to this Investor Direction & Certification form. If any changes or corrections to this form are required to process this investment, I will provide Sterling with a corrected and initialed copy of this form, or I will give verbal instructions to Sterling to change or correct the form. I agree that any verbal instructions will be given by me to Sterling over a recorded line.
19. I understand that, except to the extent of the cash which is invested in the Matrix NOW Account (which is FDIC insured), or directed into other FDIC-insured bank products, investments held within my Account are not FDIC-insured, nor are any amounts in my Account guaranteed by Sterling, and such investments may lose value.

ARBITRATION AGREEMENT

THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES OF EVERY TYPE AND MATTER WHICH MAY ARISE BETWEEN THE DEPOSITOR AND CUSTODIAN, INCLUDING ANY DISPUTES REGARDING THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM UNDER THE CODE OF PROCEDURE THEN IN EFFECT. ANY AWARD OF THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. IN ANY MATTER IN WHICH THE AMOUNT IN DISPUTE EXCEEDS \$100,000.00, THE ARBITRATION PROCEEDINGS SHALL TAKE PLACE IN WACO, TEXAS. IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS AGREEMENT UNENFORCEABLE, THAT PORTION SHALL NOT BE EFFECTIVE AND THE REMAINDER OF THE AGREEMENT SHALL REMAIN EFFECTIVE. INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE NATIONAL ARBITRATION FORUM, WWW.ARBITRATION-FORUM.COM, OR AT P.O. BOX 50191, MINNEAPOLIS, MN 55445. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16.

BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER IN COURT AND HAVE THEIR CASE DECIDED BY A JUDGE OR JURY.

The foregoing representations and warranties are true and accurate as of the date hereof and shall be true and accurate as of the date of delivery of the funds to the investment and shall survive such delivery. If in any respect such representations and warranties shall not be true and accurate prior to delivery of the funds to the investment, I shall give written notice of such fact to Sterling specifying which representations and warranties are not true and accurate and the reasons therefore.

I acknowledge that I have sole responsibility for directing the investment of my Account. I acknowledge that Sterling will not exercise any discretion, assume any fiduciary responsibility, perform a due diligence review, or undertake any investigation as to the prudence, viability, merits, or suitability of the investment. I acknowledge my understanding that Sterling is not a "fiduciary", or a person entitled to exercise any discretionary authority with respect to the investment, as those terms and concepts are defined in the Internal Revenue Code, ERISA, or other applicable federal, state or local laws, and I agree to hold Sterling harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this Investment Direction and Certification.

9. Account holder Signature/Date (This form must be signed and dated):

Signature: Donnie J. Cory

Date: 07-23-2008



Investment Servicing Agent Agreement

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
254.399.5200
254.751.0872 fax
IRAServices@twbank.com
www.SterlingTrustCompany.com

For good and valuable consideration, this Investment Servicing Agent Agreement is hereby entered into by and between:

Bonnie J Cory (hereinafter referred to as "Accountholder") and

Bonnie J Cory (hereinafter referred to as "Agent").

Agent hereby agrees to accept all responsibilities and duties necessary to effectively administer the following investment held for the benefit of the designated Accountholder by Sterling Trust Company ("Sterling"):

BORROWER'S NAME: Global West Funding
AMOUNT OF INVESTMENT: \$ 5,000.00

TYPE OF INVESTMENT (Check one): Note Bond Debenture Contract for Deed

PAYMENT FREQUENCY: Monthly Quarterly Annually At Maturity Other: _____

MATURITY DATE: 07-23-2008

As Agent, the undersigned shall perform all duties and exercise all discretion as permitted in the provisions of the Note, Bond, Debenture, or Contract for Deed/Real Estate Contract (collectively referred to as the "Investment") in order to protect the rights of Accountholder, assure timely collection of payments, and monitor all the provisions of the Investment. Specific duties of Agent shall include, but not be limited to, the following:

1. Confirm that proper documentation of the Investment has been prepared such that any debt instrument is enforceable, clear title is held for the Investment including any collateral assigned under the Investment, and then prepare and file with the appropriate recording office any title document, debt instrument and any evidence of lien on collateral, including the filing and proper registration or recording of any deed of trust, mortgage, contract for deed, or other instrument necessary to protect the Accountholder's interest in the Investment;
2. Ensure that the original Investment (including the debt instrument, deed of trust, mortgage, and/or assignments) is forwarded to Sterling for safekeeping;
3. Production and maintenance of an amortization schedule for payments in accordance with the terms of the Investment, a copy of which shall be furnished to Sterling (if applicable);
4. Collect payments and forward payments made payable to "Sterling Trust Company, Custodian, FBO _____";
5. Break down payment amounts into interest and principal reduction and communicate this information to Sterling (if applicable);
6. Forward all payments to Sterling in a timely manner to the following address:
P.O. Box 2526
Waco, TX 76702-2526;
7. Preparation of any governmental reporting of interest paid which may have to be reported to the Internal Revenue Service on Form 1098. After preparation, this form should be forwarded to Sterling for filing;
8. Collection and maintenance of any required escrow funds for the purpose of paying insurance and taxes on the Investment;
9. Collection of any rents, royalties, or other sums assigned as security for the Investment;
10. Promptly communicate in writing with the Debtor/Obligor regarding all matters pertaining to the Investment, including notice and collection of past-due payments and the amount of past-due penalty, if any, and enforcement of any security therefore;
11. Initiate collection procedures upon notice of default, as defined in the Investment, including the initiation of any necessary legal action required to enforce any guarantees or otherwise assure Debtor's/Obligor's performance on the Investment;
12. Enforce all rights against Debtor/Obligor, following notice of and failure to timely cure any default (as provided in the Investment), including, without limitation, foreclosure of any mortgage or other legal proceedings in order to claim title to any collateral securing the Investment, or initiate legal action to obtain a judgment against Debtor/Obligor in the case the Investment is unsecured; and
13. Keep complete and accurate records of all transactions, collection, and enforcement efforts and other matters relating to Agent's duties hereunder, and promptly provide copies of such records to Accountholder and Sterling upon request.

FEES: As consideration for the services provided herein, Accountholder agrees to pay fees to Agent as follows:
(N/A if Accountholder serves as the Agent)

N/A

The above fee schedule may be amended by Agent from time to time upon prior written notice to Accountholder.

This Agreement shall be effective for a term not to exceed the life of the Investment(s) to which it applies. The life of the Investment shall be defined as the period of time during which any amount remains unpaid under the terms of the Investment, even if said period extends beyond the stated Maturity Date of the Investment. This Agreement shall automatically terminate upon the final payment at maturity of the Investment or upon early prepayment as may be provided in the Investment.

Accountholder, by signing this Agreement, hereby amends the Sterling Trust Company Custodial Account Agreement to release Sterling from all duties and responsibilities of administering the terms of the Investment, other than those requiring the Custodian's signature for performance, pursuant to Section 113.059 of the Texas Trust Code. All duties and responsibilities for administration of the Investment shall vest in the Agent. Said Agent shall be an agent for the benefit of Accountholder, and shall not be deemed to be an agent or affiliate of Sterling.

Agent and Accountholder hereby indemnify and save harmless Sterling, its employees, and assigns from all suits, actions, or claims of any character, type, or description brought or made for or on account of, arising out of, or occasioned by the acceptance of the Investment as an asset of the IRA or Qualified Plan, or by the operations, performance, or negligent acts of Agent in the execution or performance of this Agreement.

Sterling shall have no responsibility to question the actions of Agent in its performance of the duties outlined in this agreement, nor shall Sterling be liable for any loss of any kind which may result by reason of any action taken by Agent, Accountholder, or both in regard to the performance of the Investment.

Agent shall not assign his rights and obligations hereunder. Subject to the foregoing, all of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, legal representatives, and assigns, as the case may be, of the parties hereto. If, for any reason, Agent is unable or unwilling to perform the duties outlined herein, then Accountholder shall assume responsibilities for said duties until a successor Agent has been appointed.

Accountholder may terminate this Agreement immediately upon notice (in person, by phone, or by facsimile, or other writing) at any time. Agent may terminate this Agreement upon not less than fifteen (15) days prior written notice. Upon termination, Accountholder agrees to appoint a successor Agent within thirty (30) days. Until a successor Agent is appointed, Accountholder shall be responsible for the duties of administering the Investment as provided herein. Following termination, Agent shall provide written notice to Maker that all payments shall thereafter be forwarded directly to Accountholder or such substitute Agent as Accountholder may nominate, and Agent shall forward to Accountholder all payments received on account of Accountholder. Upon request of Accountholder, Agent shall forward to Accountholder all books, records, ledgers, correspondence, files, and other materials in Agent's possession or control with respect to the Investment and/or Accountholder.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements. This Agreement may be amended upon the prior written consent of the parties.

BY SIGNING THIS AGREEMENT, ACCOUNTHOLDER AGREES THAT STERLING IS NOT REQUIRED TO PROVIDE LOAN SERVICING, INCOME OR RENT COLLECTION, VERIFICATION OR INSURANCE COVERAGE OR TAX PAYMENTS ON COLLATERAL, PURSUE COLLECTION, INSTIGATE LITIGATION, OR TAKE ANY OTHER ACTION WITH REGARD TO THE INVESTMENT(S) TO WHICH THIS AGREEMENT APPLIES EXCEPT AT THE EXPRESS DIRECTION OF AGENT OR ACCOUNTHOLDER.

Agreed to by Agent and executed this 23rd day of July, 2008.

Agent Name: Bonnie J Cory

Mailing Address: 337 SE 6th Street

Moore, Oklahoma 73160

Phone Number: (405) 895-6197

Signature: Bonnie J Cory

Agreed to by Accountholder and executed this 23rd day of July, 2008.

Signature: Bonnie J Cory

Account Number: 02100852



IRA Distribution Request Form

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
800.955.3434
254.751.0872 fax
IRAServices@uwbank.com
www.SterlingTrustCompany.com

1. Account Information:	
Accountholder Name: <u>Bonnie J Cory</u>	Account Number: <u>02100852</u>
Address: <u>337 SE 6th Street</u>	Birth Date: <u>03 / 23 / 1940</u>
City, State, Zip: <u>Moore, OK 73160</u>	Social Security #: <u>515-40-2700</u>
Account Type: <input checked="" type="checkbox"/> Traditional/SEP IRA	<input type="checkbox"/> Roth IRA <input type="checkbox"/> Simple IRA
2. IRA Distribution Type:	
<input type="checkbox"/> Premature (Early) Distribution. (Code 1) (See instruction page 1 for distributions that qualify for this selection) <input type="checkbox"/> Distribution, exception applies (Code 2) (For an IRS levy only) <input checked="" type="checkbox"/> Normal Distribution (Code 7) <input type="checkbox"/> Disability (Code 3) <input type="checkbox"/> Death Distribution (Code 4) <input type="checkbox"/> Timely refund of excess or nondeductible contribution PLUS earnings. For tax year _____ <input type="checkbox"/> Refund of principal amount of excess contribution AFTER tax filing date. For tax year _____ <input type="checkbox"/> Distribution due to divorce or separation. <input type="checkbox"/> Revocation	
3a. Distribution Method (For systematic/scheduled distributions only):	3b. Payment/Delivery Instructions (For systematic/scheduled distributions only. (Check only one of the following) (\$8/distribution check ~ \$18/distribution wire ~ Free for ACH):
<input checked="" type="checkbox"/> Monthly OR <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> New OR <input type="checkbox"/> Change of instructions Beginning Date: Month <u>Sept</u> Day <u>8th</u> <i>(If no date is chosen, distributions will be made on the 25th of the month, provided funds are available.)</i> Amount Requested (check only one of the following): <input checked="" type="checkbox"/> All available cash <input type="checkbox"/> A total gross amount of: \$ _____ <input type="checkbox"/> All dividends only <input type="checkbox"/> All dividends from the following investments: _____ <input type="checkbox"/> A systematic withdrawal from the following funds: Name: _____ Amount \$ _____ Name: _____ Amount \$ _____ Name: _____ Amount \$ _____	<input type="checkbox"/> Mail a check to the address of record. <input type="checkbox"/> Mail a check to the following address: Address: _____ City, State, Zip: _____ <input type="checkbox"/> Wire funds (Please complete the information below): <input checked="" type="checkbox"/> ACH (Please complete the information below): Bank Name: <u>Bank of Oklahoma</u> Bank Phone Number: <u>405 272-2548</u> ABA Routing Number: (Must be 9 digits) <u>103900036</u> Beneficiary Bank (if any): <u>N/A</u> Account Number: <u>816032887</u> Name(s) on Account: <u>BONNIE J. Hitchcock</u>



IRA Distribution Request Form

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
800.955.3434
254.751.0872 fax
IRAServices@stwbk.com
www.SterlingTrustCompany.com

6. Signature (Please read, sign, and date the form below):

The undersigned hereby authorizes and directs Sterling Trust Company to distribute funds from my account referenced above in accordance with the instructions completed on this form.

By signing this form, I acknowledge that I have read and understand the *Sterling Trust Company IRA Distribution Request Form Instructions*. Also, I acknowledge that I have read and understand the *NOTICE OF WITHHOLDING ON IRA DISTRIBUTIONS* and the Custodian is not responsible for determining the appropriateness of the withholding election. Also, my federal and state income tax withholding election is applicable to any subsequent scheduled distributions until I revoke the election under the procedure established by the Custodian. Sterling Trust may rely on the certification without further investigation or inquiry and shall incur no liability for this distribution request or its processing.

If I plan to take a series of substantially equal payments qualifying for penalty exemption under Internal Revenue Code § 72(t), by signing this form, I understand that I am solely responsible for the distribution including maintaining the appropriate cash balance for the distribution(s) and that Sterling Trust Company is not responsible for monitoring such distribution(s). I further understand that I am solely responsible for the calculation utilized to derive payment amount(s), and that I should seek competent tax or legal advice from a professional of my choice. I hereby agree to hold harmless Sterling Trust and their affiliates, heirs and assigns from any problem arising out of or in anyway connected with this request for distribution utilizing a series of substantially equal payments qualifying for penalty exemption under Internal Revenue Code § 72(t)(1).

Bonnie J Cory

Accountholder's Printed Name

Bonnie J Cory
Accountholder's Signature

07-23-2008
Date

02100852
Account Number

AK, AZ, FL, HI, IL, MI, NH NV, SD, TN, TX, WA, WY	State income tax is not required. We will not withhold for these states.
AL, AR, CO, CT, GA, ID, IN KY, LA, MD, MN, MO, MT, NE, NJ, NM, NY, ND, OH, RI, SC, UT, WI, WV	We will withhold state income tax only if you instruct us to do so. You must indicate the amount to withhold. For CO, CT, MO, & NJ amounts must be whole dollars.
CA, NC, OR, DE, VT	If federal tax is withheld, you cannot opt out of state withholding. We will withhold state tax as indicated below. CA - 10% of federal tax withheld DE - you must tell us the amount to withhold NC - 4% of gross distribution OR - 8% of gross distribution VT - 24% of federal tax withheld
IA, KS, ME, MA, OK	We will withhold state tax as indicated below unless you indicate otherwise: IA - 5% of gross distribution KS - you must tell us the amount to withhold ME - 5% of gross distribution MA - 5.6% of gross distribution OK - 8% of gross distribution
PA, MS	We will withhold state tax as indicated below: PA - 2.8% MS - 5%
VA	We will not withhold state income tax on distributions from Traditional, Roth, SEP or SIMPLE IRA accounts.



**ACH DIRECT DEPOSIT
ELECTION INSTRUCTIONS**
*For Accountholders that are currently established with a
Monthly or Quarterly Systematic Distribution*

Sterling Trust Company
P.O. Box 2526 Waco, TX 76702
7901 Fish Pond Rd. Waco, TX 76710
800.955.3434
254.751.0872 fax
IRAServices@stwbk.com
www.SterlingTrustCompany.com

Account Holder Name: Bonnie J Cory Account # 02100852
Address: 337 SE 6th Street Birthdate: 03 / 23 / 1940
Moore, OK 73160 SS #: 515-40-2700

This service is available only if monthly or quarterly scheduled payments have been previously elected. (Sorry, ACH transfers are not available for one time distributions.)

Sterling Trust Company's ACH Service allows you to transfer money electronically between your Sterling Trust IRA and your bank or credit union account. Your bank or credit union must be a member of the Automated Clearing House. In addition, you must be named on the account at the financial institution receiving the assets.

Please note: Although Sterling Trust will not charge a fee for the ACH service, you may incur a charge at your bank. Any Federal or State withholding fees will still apply.

I hereby authorize Sterling Trust Company to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to my account as listed below at the depository named below, hereinafter called depository, to credit and/or debit the same to such account. I understand that I must have a sufficient cash balance in order for the ACH transfer to be made.

Name as it appears on Account Bonnie J. Hitchcock
Name of Bank Bank of Oklahoma
Bank Phone Number 405-272-2548
ACH/ABA Routing Number 103900036
(Please contact your bank to verify this number)
Account Number 816032887
Type of Account Checking/Money Market/NOW Non-passbook Savings

This authorization is to remain in full force until Sterling Trust Company has received written notification from me of its termination in such time and in such manner as to afford Sterling and the above named depository a reasonable opportunity to act on it.

I understand that any future changes to my ACH direct deposit instructions must be made in writing on a copy of this form or other form required by Sterling Trust Company. In addition, I understand that any other changes to my systematic distribution must be made on the IRA Distribution Request form.

I represent and warrant that the above information is true. I also understand that Sterling Trust Company or any of its agents, successors, or affiliates may not process this request in the event it has reasonable grounds to believe the foregoing is untrue.

Bonnie J Cory
Signature

07-23-2008
Date

Revised 09/2006

Payment due on 8th



List All Accounts Account Detail Cash and Assets Change Password Change Email Logout

Cash Transaction Detail

Account Name: BONNIE J CORY
Account Number: 02100852
Account Type: REGULAR IRA
Total Account Value: \$5,050.88
Asset Name: CASH ACTIVITY

Sort By

Date	Activity	Description	Amount
6/30/2008	INTEREST	INTEREST EARNED	\$0.85
7/31/2008	INTEREST	INTEREST EARNED	\$0.88
8/1/2008	INVEST PURCH	GLOBAL WEST FUNDING NOTE	(\$4,894.49)
8/1/2008	WIRE FEE	STERLING TRUST CO	(\$25.00)
8/1/2008	PROCESS FEE	STERLING TRUST CO	(\$19.49)
8/1/2008	PROCESS FEE	STERLING TRUST CO	(\$5.51)
8/22/2008	TRANSFER	HERITAGE ESTATE SERV LLC	\$155.51
8/26/2008		ENDING BALANCE	\$156.39

[Previous](#)

This will bring total purchase amt to \$5,000.00
Look for \$105.51 ach from Sterling
To be wired today - 8-27-08

[Click here](#) for additional information regarding your account.

THIS NOTE AND ITS VALUE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR MORTGAGED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER SAID ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO G.W.F. AT SUCH REGISTRATION IS NOT REQUIRED.

Note: Interest 8.75 %

60 Month Maturity Date: 07/28/2013

Premium 60 Account

For Value Received,

Global West Financial, LLC dba Global West Funding, LLC; an Oklahoma Limited Liability Co. with offices located at 2000 N. W. 39th Street, Oklahoma City, OK 73118 (Company) promises to pay to the order of _____
The Bonnie Cory Trust 337 S.E. 6th Moore, Ok 73160

The principal sum of \$(5,000.00) Five thousand dollars _____/100 plus an activation fee of (\$ 0)
United States currency, together with interest thereon accruing from and after July 28 2008 date
As specified in the Note and accompanying 3-Day Rescission Notice. (together referred to as "Note")

ANNUAL PERCENTAGE RATE The cost of Company's Note as a yearly rate. Simple interest 8.75 %	FINANCE CHARGE The dollar amount Payable to Investor. \$ 2,187.50	Amount Financed The Note amount Provided to Company \$ 5,000.00	Total of Payments The amount Company will have paid to investor after all dividends as scheduled have been credited. \$ 7,187.50	Total Sale Price The total maturity of Company's obligation on notes, including other tendered assets. \$ \$7,187.50
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Company payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$36.46	1st or 15th of the month (select one)
	\$	Monthly, beginning: <u>2008, Sept</u>

Security: Company is giving a security interest in:
the goods or property being purchased
specific assets: (See attached assignment)

Late Charge: If a dividend payment is more than 10 days late with investor enrolled in DirectDeposit, company must pay 3% of the part of the payment which is late, or \$16.50, whichever is less.

Prepayment: If Company pays off early, Company may be entitled to a refund of part of the finance charge.

See the contract terms of this document for any additional information about nonpayment, default, any required in full before the scheduled date.

This NOTE is issued upon the following terms, to which the Investor agrees and Company for itself and its successors, agrees as follows:

- Interest Rate.** This NOTE shall bear interest at the rate of eight point seven five percent per annum. Simple interest shall accrue on their NOTE until maturity. In the event this NOTE is not paid on the maturity date, this NOTE shall thereafter bear interest until paid at the rate eight point seven five percent (8.75 %) per annum. Interest on this NOTE shall accrue daily, shall be compounded annually and shall be computed on the basis of a 360-day year, 30-day months and actual days elapsed. This Note shall bear interest on the outstanding Principal Amount from and after the occurrence and during the continuance of an Event of Default, at the rate equal to the lower of eight point seven five percent (8.75 %) per annum or the highest rate permitted by applicable law. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs, then to unpaid interest and fees and any remaining amount to unpaid principal.
- Maturity.** The entire outstanding unpaid principal and all accrued but unpaid interest shall be due and payable at maturity on 07/28/2013; by cash, cashier's check, or wire transfer in lawful money of the United States at Investors address or at such other place as Investor may designate in writing ten days before maturity. Investor may at his or her sole discretion, request the accelerated maturity of the note prior to the actual maturity date; provided Investor gives Company twenty eight days (28) written notice prior to expected delivery of disbursement. Company then must forfeit Note (s) at less than full face value, to Investor, minus any unearned interest and subject to an emergency liquidation Surrender Charge of eight point seven five percent (8.75%) for early withdrawal unless otherwise agreed or required by applicable law.
- Transfer.** This NOTE is non-transferable without the prior written consent of the Investor.
- Dissolution of Capital.** This is an investment. All investments contain some degree of risk. Your actual investment can and will become dissolved (reduced in equity value) by the factor of from three (3) to four (four) times (at no guaranteed factor) the actual liquidity of Notes held by Company on any given business day. Such factors may go up or down, further dissolving the actual equity value of the liquid notes held by Company. Even though this particular investment note carries a fixed income return for the investor over the life of the contract, such fixed monthly income is subject to the good and sound practices of the Company. Some of the hazards which afflict most if not all financial companies in North America; i.e. wars, terrorist attacks, famines, pestilence, not withstanding; fraud, graft, or corporate corruption. All can and do happen. Please consider this before investing any money any where and at any time.
- Liens and Encumbrances.** This Note may ~~may~~ not include any liens or encumbrances toward your personal property or real estate to secure the Company's equity value standing held in connection with this transaction. Company must notify Investor 30 days prior to filing such lien or mortgage.
- Expenses.** Company shall pay to Investor upon demand all reasonable fees and expenses incurred by Investor, including reasonable legal fees and expenses in connection with the preparation, execution and delivery of this Agreement up to a maximum amount of \$5,000.
- Representations and Warranties of Company.** Company hereby represents and warrants to Investor that, the statements contained in the following paragraphs of this agreement are all true and correct as of the above date: (a) Organization and Standing: Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has all requisite corporate power and authority to carry on its business as now conducted. (b) Corporate Power. Company has all requisite legal and corporate power to enter into, execute and deliver this Agreement, and the Notes. This Agreement, and upon issuance, the Notes will be valid and binding obligations of Company, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights.
- Investor understands and acknowledges** that the offering of the NOTES pursuant to this Agreement will not be registered under the Securities Act. Investor furthermore, (a) has such knowledge and experience in financial matters as to be capable of evaluating the merits and risks of Investor's prospective investment in the NOTES; (b) has the ability to bear the economic risks; (c) has had all questions which have been asked by Investor satisfactorily answered by Company; and (d) has not been offered any Securities by any form of advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any such media.
- Not for Resale** Investor is acquiring the Notes for investment for Investor's own account, not as nominee or agent, resale or for resale, any distribution within the meaning of the Securities Act of 1933, as amended.
- Valid Issuance.** The Notes and shares of Common Stock issued upon conversion or exercise of the Notes (collectively, the "assets"), when issued in compliance with the provisions of this or encumbrances, provided, however, that the Assets may be subject to restrictions on transfer under state and/or federal laws as set forth herein, and as may be required by future changes in such laws.
- GOVERNMENT CONSENT, ETC.** No consent, approval, order or authorization of, any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement. The Notes, if required, under the Securities Act of 1933, or other applicable blue sky laws, which filings or qualification, if required, will be timely filed or obtained by Company.
- REPRESENTATIONS AND WARRANTIES BY INVESTOR.** Investor represents and warrants to Company as of the Closing Date as follows.
- INVESTMENT INTENT: AUTHORITY.** This Agreement is made with Investor in reliance upon Investor's representation to Company, evidenced by Investor's execution of this Agreement.
- Governing Law.** This Agreement and the Notes and all actions arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- Entire Agreement.** This Agreement together with the exhibits attached hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. SURVIVAL. The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above

Brian Mckay
Company Representative

Bonnie J Cory

Assignment of Note/Lien/Mortgage Collateral (Blanket Assignment)

This blanket assignment of collateral (hereinafter referred to as the assignment) is made this day July 23rd of 2008 by the parties Global West Funding, LLC an Oklahoma limited liability company, whose address is 2000 N.W. 39th Street, Oklahoma City, OK 73118 hereinafter referred to as assignor. For the benefit of BONY COBY whose address is 337 S.E. 6th, MOORE OK 73160 hereinafter referred to as assignee. The receipt whereof is hereby acknowledged and set over unto said assignee certain collateral notes and encumbrances dated the appropriate dates of original signing; in favor of assignor and held within the jurisdiction of the state of Oklahoma upon the following described notes, liens, and mortgages.

Name	Client ID #	Cnty	State	Book/Page	Amount	Date
W508	ATTACHED			ASSIGNMENT		

Witnesseth:

Whereas, assignor is the holder of the notes, liens, and mortgage together with the debt secured thereby, in the original principal sum (without earned interest) of \$ _____, _____ & no cents, given by borrower(s) and recorded in the public records of the county where applied when applicable. Whereas assignor is desirous of assigning said notes, liens, and mortgages, together with the debt therein described, to assignee; and Whereas, assignor is desirous of receiving and holding said notes, liens, and mortgages together with the debt therein described, from assignor. Therefore, for and in consideration of the sum of \$ _____ dollars paid by assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by assignor, assignor does hereby make the following assignment:

- 1. Assignment.** Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto assignee, its heirs, successors, and assigns, forever all of its right, title and interest in, to and under said notes, liens, and mortgages described above, together with the debt secured thereby; together with any and all rights, interests and appurtenances hereto belonging; subject only to any right and equity of redemption of said borrower; its assigns or successors in the same.
- 2. Warranties and representations.** Assignor hereby warrants and represents that it is the present holder of the above described collateral and that there are no other owners or holders of said collateral or any interest therein nor is there any default by nay borrowers therein or in the debt secured thereby.
- 3. Warranties of Rotation Seasoning.** Assignor is responsible annually to make seasoned rotations of appropriate liens and mortgages into and out of assignees' account; of amortized paper whether in status default, negative amount, or paid down status. This will not effect assignees interest payment monthly. Assignor warrants to assignee the net value of their collateral will not diminish to a value less than 1: 1 (one to one) per dollar of face value (face value meaning local municipally held values) of liened property held. Assignor warrants to assignee the right to keep in his or her possession; true and correct copies of all collateral instruments.
- 4. Governing Law.** This assignment shall be governed, construed and interpreted by, through and under the laws of the State of Oklahoma.
- 5. Headings.** Paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHERE assignor has executed and delivered this assignment to assignee on the date hereof.

"Assignor"
Drew Mck...

"Assignee"
Bonnie J Coby

Cleveland County of OK this foregoing instrument was acknowledged before me
notary public this 23rd day July 2008 My commission expires July 2008



(USE THIS FORM IF BUYER'S HOME IS SECURITY OR TRANSACTED IN-HOME)

Global West Financial
2000 N.W. 39th Street
Oklahoma City, OK 73118
(405)557-0774

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that originated in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from the date of the transaction, which is

23 July 08

If you cancel the transaction, the convertible note agreement is cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to our address stated above. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at the address stated above.

You may use any written statement that is signed and dated by you and states your intention to cancel, and or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 28 JULY 08 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature

Date

RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice of Right to Cancel this 23 day of July, 2008

Bonnie J. Cory
Consumer's Signature

Consumer's Signature

Consumer's Signature



User: Brian McKye Date: July 15, 2008 at 10:43 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Jul 15, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

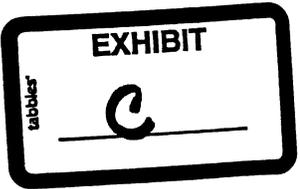
Batch	Customer Trace: 0000991	Effective Entry Date: 07/16/2008	Total Debits: (0)	\$0.00
3140 - Chaney Barbara Trust	Bank Trace: 1975918	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

RECORDED ON 7/16/08
WV WJD

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.

Print this page



User: Brian McKye Date: June 16, 2008 at 10:45 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Jun 16, 2008

No Approval Required - Activated Status

Company: 2731682526 - The Wave Goldmad

Batch:	Customer Trace: 0000943	Effective Entry Date: 06/17/2008	Total Debits: (0)	\$0.00
3140 - Chaney Barbara Trust	Bank Trace: 1685210	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer services. Thank you.

 Print this Page

ENTERED ON 6/16/08
BY: *WJ*



User: Brian McKye Date: May 16, 2008 at 11:21 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: May 16, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch:	Customer Trace: 0000900	Effective Entry Date: 05/19/2008	Total Debits: (0)	\$0.00
3140 - Chaney Barbara Trust	Bank Trace: 1375608	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.

2731582526


 Brian McKye
 Date: 5/16/08

User: Brian McKye Date: April 16, 2008 at 10:37 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Apr 16, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch:

3140 - Chaney Barbara Trust	Customer Trace: 0000857	Effective Entry Date: 04/17/2008	Total Debits: (0)	\$0.00
	Bank Trace: 1076371	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.



Print Batch Page

Bofa43

User: Brian McKye Date: March 17, 2008 at 05:50 PM
Batch Activation Confirmation
Customer Name: The Wave Goldmade Ltd Requested by: Brian McKye
Requested: Mar 17, 2008 No Approval Required - Activated Status
Company: 2731582526 - The Wave Goldmad Batch
3140 - Chaney Barbara Trust Customer Trace: 0000812 Effective Entry
Date: 03/18/2008 Total Debits: (0) \$0.00
Bank Trace: 0774945 Transaction Type: PPDCO Total Credits: (1)
\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you. Print this Page

User: Brian McKye Date: February 17, 2008 at 03:57 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Feb 17, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch

3140 - Chaney Barbara Trust

Customer Trace: 0000770

Bank Trace: 0480027

Effective Entry Date: 02/19/2008

Transaction Type: PPDCO

Total D

Total Cr

An ACH Batch Activation request has been submitted for the batches described above. Please press the print icon in your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you.

 Print this Page

User: Brian McKye Date: February 17, 2008 at 03:57 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Feb 17, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch	Customer Trace:	0000770	Effective Entry Date:	02/19/2008	Total D
3140 - Chaney Barbara Trust	Bank Trace:	0480027	Transaction Type:	PPDCO	Total Cr

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information if you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you.

 Print this Page

Batch Activation Confirmation

(COPY IN 2)
ONE IN 2
APPROX customer to

Customer Name: The Wave Goldmade Ltd
 Requested by: Brian McKye
 Requested: Nov 15, 2007

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch

072204 - Amey Merlene	Customer Trace:	0000648	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196264	Transaction Type:	PPDCO	Total Cre
2353 - Baskins James Trust ✓	Customer Trace:	0000649	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196265	Transaction Type:	PPDCO	Total Cre
2468 - Humphrey MN ✓	Customer Trace:	0000650	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196266	Transaction Type:	PPDCO	Total Cre
3140 - Chaney Barbara Trust ✓	Customer Trace:	0000651	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196267	Transaction Type:	PPDCO	Total Cre
3579 - Ginn EI ✓	Customer Trace:	0000652	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196268	Transaction Type:	PPDCO	Total Cre
5004 - Williams Trust ✓	Customer Trace:	0000653	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196269	Transaction Type:	PPDCO	Total Cre
63595375 - Huxall J M ✓	Customer Trace:	0000654	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196270	Transaction Type:	PPDCO	Total Cre
6833 - Patten J Trust ✓	Customer Trace:	0000655	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196271	Transaction Type:	PPDCO	Total Cre
7247 - Butcher Ann Trust ✓	Customer Trace:	0000656	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196272	Transaction Type:	PPDCO	Total Cre
dc47665375 - Duke F & C Trust ✓	Customer Trace:	0000657	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196273	Transaction Type:	PPDCO	Total Cre
mqm4224 - Metro Quick Mart ✓	Customer Trace:	0000658	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196274	Transaction Type:	PPDCO	Total Cre
wl7316 - Weir Lavona Trust ✓	Customer Trace:	0000659	Effective Entry Date:	11/16/2007	Total Del
	Bank Trace:	3196275	Transaction Type:	PPDCO	Total Cre

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information for your records. If you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.



Print this Page

User: Brian Mckye Date: January 16, 2008 at 07:03 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian Mckye
Requested: Jan 16, 2008

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch	Customer Trace: 0000726	Effective Entry Date: 01/17/2008	Total Debits: (0)	\$0.00
3140 - Chaney Barbara Trust	Bank Trace: 0166363	Transaction Type: PPDCO	Total Credits: (1)	\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.

Print and Page

[Log out](#)



View ACH Status

[Recall/Re](#)

Company: SURE LOCK LOANS

Customer Account Information

Trace No / Tracking ID **W00000F34C**
Customer Name **CHANEY, BARBARA**

ACH Transaction Information

Original Payee **SURE LOCK LOANS**
Payee **SURE LOCK LOANS**
Amount **\$71.47**
Check No **5**
Bank Routing No **103100250**
Bank Account No **000143521**
Account Type **Checking**
Transaction Type **Debit**

Status **Settled**
Return Code
Return Date
NOC Code
NOC Date
Settlement Date **12/7/2007**

bofa69

User: Brian McKye Date: December 16, 2007 at 09:48 PM
Batch Activation Confirmation
Customer Name: The Wave Goldmade Ltd Requested by: Brian McKye
Requested: Dec 16, 2007 No Approval Required - Activated Status
Company: 2731582526 - The Wave Goldmad Batch
3140 - Chaney Barbara Trust Customer Trace: 0000690 Effective Entry
Date: 12/17/2007 Total Debits: (0) \$0.00
Bank Trace: 3500072 Transaction Type: PPDCO Total Credits: (1)
\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you. Print this Page

bofa04

User: Brian McKye Date: August 16, 2007 at 11:02 PM
Batch Activation Confirmation
Customer Name: The Wave Goldmade Ltd Requested by: Brian McKye
Requested: Aug 16, 2007 No Approval Required - Activated Status
Company: 2731582526 - The Wave Goldmad Batch
3140 - Chaney Barbara Trust Customer Trace: 0000547 Effective Entry
Date: 08/17/2007 Total Debits: (0) \$0.00
Bank Trace: 2285906 Transaction Type: PPDCO Total Credits: (1)
\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you. Print this Page

User: Brian McKye Date: May 15, 2007 at 10:13 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: May 15, 2007

Approved
Date: 5/15/07
By: [Signature]

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch:	Customer Trace:	0000403	Effective Entry Date:	06/16/2007	Total Debits:	(0)	\$0.00
3140 - Chaney Barbara Trust	Bank Trace:	1355602	Transaction Type:	PPDCO	Total Credits:	(1)	\$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.



RECEIVED JUL 09 2007

User: Brian McKye Date: June 16, 2007 at 09:27 AM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd
Requested by: Brian McKye
Requested: Jun 16, 2007

No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad

Batch

3140 - Cheney Barbara Trust

Customer Trace: 0000447	Effective Entry Date: 06/18/2007	Total Debits: (0)	\$0.00
Bank Trace: 1670011	Transaction Type: PPDGO	Total Credits: (1)	\$284.37

Scanned
Date: 7/20/07
By: [Signature]

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service. Thank you.



Print this Page

RECEIVED JUL 09 2007

bofa04

User: Brian McKye Date: August 16, 2007 at 11:02 PM

Batch Activation Confirmation

Customer Name: The Wave Goldmade Ltd Requested by: Brian McKye Requested: Aug 16, 2007 No Approval Required - Activated Status

Company: 2731582526 - The Wave Goldmad Batch

3140 - Chaney Barbara Trust Customer Trace: 0000547 Effective Entry Date: 08/17/2007

Total Debits: (0) \$0.00

Bank Trace: 2285906 Transaction Type: PPDCO Total Credits: (1) \$284.37

An ACH Batch Activation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.

Thank you. Print this Page

Received	Date	/	/
Entered	Date	/	/
Scanned	Date	/	/
Verified	Date	/	/

Received	CH	Date	8/16/07
Entered	CH	Date	8/17/07
Scanned	CH	Date	8/17/07
Verified	CH	Date	8/21/07

[Accounts](#) | [Business Tools](#) | [Customer Service](#)

[Accounts Overview](#) | [Account Details](#) | [Account Summary](#) | [Find Transaction](#)

Transaction Detail

Account Type/Number: Full Analysis Busn Chk-5853

Type: Debit

Transaction Description: The Wave Goldmad;DES=Chaney inc;ID=FL#
20071062801 EFF DATE: 070416;INDN:SETT-BA
2731582

Date: 04/16/2007

Reference Number: 00090057106

Amount: \$284.37

[Return to Account Activity](#)

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Bank of America, N.A. Member FDIC. Equal Housing Lender 
© 2007 Bank of America Corporation. All rights reserved.

safe receipt111

User: Brian McKye Date: March 15, 2007 at 03:20 PM

Customer Name: The Home Callmade Ltd
Requested: Mar 15, 2007 No Approval Required Activated

Company: 0731089126 The Home Callmade Ltd
3140 - Chaney Barbara Trust Customer Trace: 0000312
Effective Entry Date: 03/16/2007 Total Debits: (0) \$0.00
Bank Trace: 0743947 Transaction Type: PPDCG Total Credits:
(1) 428A 47

A confirmation request has been submitted for the batches described above. Please press the print button on your browser to generate a hard copy of the confirmation. This transaction is subject to bank rules and regulations governing such electronic transactions as described in our services agreement. Please keep this information handy in case you have any questions regarding this transaction.

If any portion of the above is incorrect, or if you have further questions, please contact customer service.
Thank you Print this Page

BARBARA CHANEY SSN 442-32-3140
PH. 918-548-3728
P.O. BOX 63
SAVANNA, OK 74565

3530

86-28/1031

DATE

Feb 9, 2007

\$35,000.00

DOLLARS



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86-25/1031

BARBARA CHANEY SSN 442-32-3140
PH. 918-548-3726
P O BOX 63
SAVANNA, OK 74565

DATE

PAY TO THE
ORDER OF

Void

\$

DOLLARS



THE BANK N.A.

SECOND AND CARL ALBERT PARKWAY
MALESTER, OKLAHOMA 74602

FOR

⑆103100250⑆3531 ⑈000143521⑈

THIS NOTE AND ITS VALUE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER SAID ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO GRANT THAT SUCH REGISTRATION IS NOT REQUIRED.

Note: Interest 9.75 %

60 Month Maturity Date: 02/15/2012

Premium 60 Account

For Value Received,

Sure Lock Financial, LLC dba Sure Lock, LLC; an Oklahoma Limited Liability Co. with offices located at 2000 N. W. 39th Street, Oklahoma City, OK 73118 (Company) promises to pay to the order of

Barbara A. Chaney Living Trust P.O. Box 63 Savanna Ok 74565 (#442-32-3140)

The principal sum of \$(35,000.00) Thirty five thousand dollars and 00/100 plus an activation fee of (\$ 0) United States currency, together with interest thereon accruing from and after Feb 15 2007 date

As specified in the Note and accompanying 3-Day Rescission Notice. (together referred to as "Note")

ANNUAL PERCENTAGE RATE The cost of Company's Note as a yearly rate. Simple interest 9.75 %	FINANCE CHARGE The dollar amount Payable to Investor. \$ 17,062.20	Amount Financed The Note amount Provided to Company \$ 35,000.00	Total of Payments The amount Company will have paid to investor after all dividends as scheduled have been credited. \$ 52,062.20	Total Sale Price The total maturity of Company's obligation on notes, including other tendered assets. \$ 52,062.20
---	--	--	---	---

Company payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	\$284.37	1st of <u>15th</u> of the month (select one)
	\$	Monthly, beginning: 2007 <u>MAY 2007</u>

Security: Company is giving a security interest in:
the goods or property being purchased
specific assets: NA

Late Charge: If a dividend payment is more than 10 days late with investor enrolled in DirectDeposit, company must pay 5% of the part of the payment which is late, or \$16.50, whichever is less.

Prepayment: If Company pays off early, Company may be entitled to a refund of part of the finance charge.

See the contract terms of this document for any additional information about nonpayment, default, any required in full before the scheduled date.

This NOTE is issued upon the following terms, to which the Investor agrees and Company for itself and its successors, agrees as follows:

- Interest Rate.** This NOTE shall bear interest at the rate of nine point seven five percent per annum. Simple interest shall accrue on their NOTE until maturity. In the event this NOTE is not paid on the maturity date, this NOTE shall thereafter bear interest until paid at the rate nine point seven five percent (9.75 %) per annum. Interest on this NOTE shall accrue daily, shall be compounded annually and shall be computed on the basis of a 360-day year, 30-day months and actual days elapsed. This Note shall bear interest on the outstanding Principal Amount from and after the occurrence and during the continuance of an Event of Default, at the rate equal to the lower of nine point seven five percent (9.75 %) per annum or the highest rate permitted by applicable law. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs, then to unpaid interest and fees and any remaining amount to unpaid principal.
- Maturity.** The entire outstanding unpaid principal and all accrued but unpaid interest shall be due and payable at maturity on 02/15/2012 by cash, cashier's check, or wire transfer in lawful money of the United States at Investors address or at such other place as Investor may designate in writing ten days before maturity. Investor may at his or her sole discretion, request the accelerated maturity of the note prior to the actual maturity date; provided Investor gives Company twenty eight days (28) written notice prior to expected delivery of disbursement. Company then must forfeit Note (s) at less than full face value, to Investor, minus any unearned interest and subject to an emergency liquidation Surrender Charge of nine point seven five percent (9.75%) for early withdrawal unless otherwise agreed or required by applicable law.
- Transfer.** This NOTE is non-transferable without the prior written consent of the Investor.
- Dissolution of Capital.** This is an investment. All investments contain some degree of risk. Your actual investment can and will become dissolved (reduced in equity value) by the factor of from three (3) to four (four) times (at no guaranteed factor) the actual liquidity of Notes held by Company on any given business day. Such factors may go up or down, further dissolving the actual equity value of the liquid notes held by Company. Even though this particular investment note carries a fixed income return for the investor over the life of the contract, such fixed monthly income is subject to the good and sound practices of the Company. Some of the hazards which afflict most if not all financial companies in North America; i.e. wars, terrorist attacks, famines, pestilence, not withstanding, fraud, graft, or corporate corruption. All can and do happen. Please consider this before investing any money any where and at any time.
- Liens and Encumbrances.** This Note may may not include any liens or encumbrances toward your personal property or real estate to secure the Company's equity value standing held in connection with this transaction. Company must notify Investor 30 days prior to filing such lien or mortgage.
- Expenses.** Company shall pay to Investor upon demand all reasonable fees and expenses incurred by Investor, including reasonable legal fees and expenses in connection with the preparation, execution and delivery of this Agreement up to a maximum amount of \$5,000.
- Representations and Warranties of Company.** Company hereby represents and warrants to Investor that, the statements contained in the following paragraphs of this agreement are all true and correct as of the above date: (a) Organization and Standing: Company is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has all requisite corporate power and authority to carry on its business as now conducted. (b) Corporate Power. Company has all requisite legal and corporate power to enter into, execute and deliver this Agreement, and the Notes This Agreement, and upon issuance, the Notes will be valid and binding obligations of Company, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights.
- Investor understands and acknowledges that the offering of the NOTES pursuant to this Agreement will not be registered under the Securities Act.** Investor furthermore, (a) has such knowledge and experience in financial matters as to be capable of evaluating the merits and risks of Investor's prospective investment in the NOTES; (b) has the ability to bear the economic risks; (c) has had all questions which have been asked by investor satisfactorily answered by Company; and (d) has not been offered any Securities by any form of advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any such media.
- Not for Resale** Investor is acquiring the Notes for investment for Investor's own account, not as nominee or agent, resale or for resale, any distribution within the meaning of the Securities Act of 1933, as amended.
- Valid Issuance.** The Notes and shares of Common Stock issued upon conversion or exercise of the Notes (collectively, the "assets"), when issued in compliance with the provisions of this or encumbrances, provided, however, that the Assets may be subject to restrictions on transfer under state and/or federal laws as set forth herein, and as may be required by future changes in such laws.
- GOVERNMENT CONSENT, ETC.** No consent, approval, order or authorization of, any federal, state, local or other governmental authority on the part of Company is required in connection with the valid execution and delivery of this Agreement. The Notes, if required, under the Securities Act of 1933, or other applicable blue sky laws, which filings or qualification, if required, will be timely filed or obtained by Company.
- REPRESENTATIONS AND WARRANTIES BY INVESTOR.** Investor represents and warrants to Company as of the Closing Date as follows.
- INVESTMENT INTENT: AUTHORITY.** This Agreement is made with Investor in reliance upon Investor's representation to Company, evidenced by Investor's execution of this Agreement.
- Governing Law.** This Agreement and the Notes and all actions arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- Entire Agreement.** This Agreement together with the exhibits attached hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. **SURVIVAL.** The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date and year first written above.
[Signature]
Company Representative

[Signature]
Barbara Chaney



**To Open Your Sure Lock Account,
Complete The Enclosed Application.**

Review all the material enclosed in this package, including the supplemental information. Then fill out and sign the application. Be sure to fund your account, and return everything in the postage-paid envelope.

You can also apply online at www.surelockfinancial.com.

Questions?

Call a Sure Lock Representative at 1.866.305.9090.

SURE LOCK / ACCOUNT APPLICATION

It's easy to fill out this application. Just complete all relevant section, sign in ink, and return to Sure Lock in the postage-paid envelope or mail to : Sure Lock Financial, P.O. Box 60725, Oklahoma City, OK 73146

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money-laundering activities, federal law requires Sure Lock to verify your identity by obtaining your name, date of birth, address, and a government-issued identification number before opening your account. In certain circumstances, Sure Lock may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation is also required. Your account may be restricted and/or closed if Sure Lock cannot verify this information. Sure Lock will not be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of, your account.

1. ACCOUNT SETUP

Please select the type of account you would like to open and complete the account owner's information. All fields in bold are required for opening an account.

2. FINANCIAL PROFILE

We are required by the ODCC and other industry regulators to obtain the information in this section.

3. FUNDING YOUR ACCOUNT

A minimum debt purchase of \$2,500 is required to open your account. You may pay by check, credit card online, or by transferring assets (from your bank or another account). Simply check the appropriate box(es) to fund your account.

4. ACCOUNT FEATURES

Your account has a wide range of features to help you manage your finances—from making automatic investments to check writing, debit card, and bill payment services. More information on each of these services is included in this section.

5. SIGNATURE

Please be sure to sign your application in ink. We cannot process your application without your signature.

QUESTIONS?

For more information

1.866.305.9090
or surelockfinancial.com

1. ACCOUNT SETUP

Individual Joint Tenants Right of Survivorship Joint Tenants in Common Community Property
 If you are establishing a joint account and do not check a box, the account will be registered as joint tenants with rights of survivorship. If the joint owner has a different address, please include it on the next page.

Custodial (UGMA/UTMA) Under the (state) _____ Uniform Gifts/Transfers to Minors Act, if you are establishing a Custodial account and have not indicated a state under which the gift or transfer is made, the state provided as a permanent address will be used unless otherwise noted below.

Estate For Estate accounts, list the Estate name as the account owner and the Executor's name as the joint owner. Estate accounts require a court appointment (dated within 60 days) with this application and may require other paperwork.

Other Non-Trust:
 Fiduciary: _____

ACCOUNT OWNER/MINOR

Full legal name Barbara A Chaney
First Name Middle Name Last Name
 Date of birth (month/day/year) 10/25/1935 Email address ~ NA ~
 Social Security number 442-32-3140 or Taxpayer ID number ~ NA ~
 Permanent address PO Box 3 Savanna OK 74565
(no P.O. boxes) City State Zip
 Mailing address Same City State Zip
(if different from above)
 Phone numbers Home (405) 422-2032 Work ~ NA ~ ext.
 Countries of Citizenship U.S. Other (s) _____ Country of tax residence U.S. _____ Other _____

GOVERNMENT ID (FOREIGN CITIZENS ONLY) Identification document must have a reference number and photo. Please attach a photocopy.

Place of birth _____ City State/Province Country

Immigration status Permanent resident Non-permanent resident Non-resident

Check which type of document you are providing:

U.S. driver's license INS permanent resident alien card Passport with U.S. visa
 Passport without U.S. visa* *Bank name required *Account number required
 Foreign national identity document* *Bank address required *Phone number required

Document number and country of issuance _____
(Number from the document checked above)

U.S. driver's license number (if available) 080673669 State of issuance OK

Employment status Employed Not employed Retired Occupation _____
(if retired or not employed, indicate source of income)

Employer's name and address _____
Name Street City State Zip

AFFILIATIONS Are you affiliated with or employed by an affiliate of Global West or by Global West?

No Yes _____ If you have answered "yes," you must include a letter of account approval from your Compliance Officer and indicate your employer's company name and address above. Failure to include an approval letter may delay the processing of your request. An account approval letter is not required for Global West employees.

Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.

No Yes _____ Trading symbol _____ Company _____

1. ACCOUNT SETUP (CONTINUED)
JOINT ACCOUNT OWNER/CUSTODIAN

Full legal name _____
First Name Middle Name Last Name

Date of birth (month /day/year) _____ Email address _____

Social Security number _____ or Taxpayer ID number _____

Permanent address _____
(no P.O. boxes) Street City State Zip

Mailing address _____
(if different from above) Street City State Zip

Phone numbers Home _____ Work _____ ext. _____

Countries of Citizenship U.S. _____ Other (s) _____
 Country of tax residence U.S. _____ Other _____

GOVERNMENT ID (FOREIGN CITIZENS ONLY) Identification document must have a reference number and photo. Please attach a photocopy.

Place of birth _____
City State/Province Country

Immigration status _____ Permanent resident _____ Non-permanent resident _____ Non-resident

Check which type of document you are providing:

_____ U.S. driver's license _____ INS permanent resident alien card _____ Passport with U.S. visa

_____ Passport without U.S. visa*

*Bank name required

*Account number required

_____ Foreign national identity document*

*Bank address required

*Phone number required

U.S. driver's license number (if available) _____ State of issuance _____

Employment status Employed _____ Not employed _____ Retired _____ Occupation _____
(if retired or not employed, indicate source of income)

Employer's name and address _____
Name Street City State Zip

AFFILIATIONS Are you affiliated with or employed by an affiliate of Sure Lock or by Sure Lock?

No _____ Yes _____ If you have answered "yes," you must include a letter of account approval from your Compliance Officer and indicate your employer's company name and address above. Failure to include an approval letter may delay the processing of your request. An account approval letter is not required for Sure Lock employees.

Are you a "control person" or "affiliate" of a public company as defined in SEC Rule 144? This would include, but is not necessarily limited to, 10% shareholders, policy-making executives, and members of the Board of Directors.

No _____ Yes _____ Trading symbol _____ Company _____



2. FINANCIAL PROFILE (REQUIRED)

YOUR INVESTMENT OBJECTIVE

You should choose your investments based on your objective, time frame, and tolerance for market fluctuation. From short-term liquid investments that seek to preserve capital (accepting the lowest returns in exchange for stability) to longer-term investments that seek maximum growth (but can tolerate very wide fluctuations in market values), you can choose an approach that's best for you. Simply check the box below that most closely matches your investment objective.

For joint accounts, please provide combined information.

Circle one profile (Determine your profile using the information below.)

SAMPLE PORTFOLIO MIX

Lower risk Shorter timeframe

Higher risk Longer timeframe

Short Term

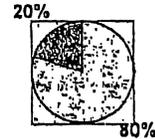
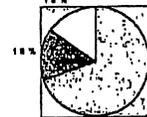
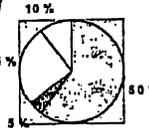
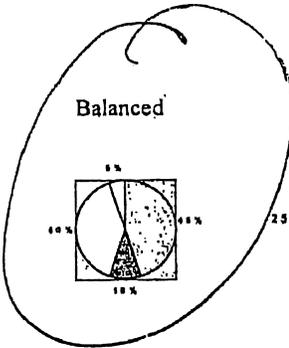
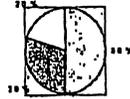
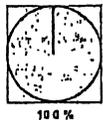
Conservative

Balanced

Growth

Aggressive Growth

Most Aggressive



Short-Term
Conservative

You seek to reserve your capital and can accept the lowest returns in exchange for price stability.
You seek to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation.

Balanced
Growth

You seek the potential for capital appreciation and some growth and can withstand moderate fluctuations in market value.
You have a preference for growth and can withstand significant fluctuations in market value.

Aggressive Growth
Most Aggressive

You seek aggressive growth and can tolerate wide fluctuations in market values, especially over the short term.
You seek very aggressive growth and can tolerate very wide fluctuations in market values, especially over the short term.

Check one appropriate field in each

ANNUAL INCOME (From all sources)	ESTIMATED NET WORTH (excluding residence)	ESTIMATED LIQUID NET WORTH	FEDERAL TAX BRACKET
<input type="checkbox"/> Under \$20,000	<input type="checkbox"/> Under \$30,000	<input type="checkbox"/> Under \$15,000	<input checked="" type="checkbox"/> <15%
<input checked="" type="checkbox"/> \$20,000-\$50,000	<input type="checkbox"/> \$30,000-\$50,000	<input type="checkbox"/> \$15,000-\$50,000	<input type="checkbox"/> 25%
<input type="checkbox"/> \$50,001-\$100,000	<input checked="" type="checkbox"/> \$50,001-\$100,000	<input checked="" type="checkbox"/> \$50,001-\$100,000	<input type="checkbox"/> >27%
<input type="checkbox"/> Over \$100,000	<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$100,001-\$500,000	
	<input type="checkbox"/> \$Over \$500,000	<input type="checkbox"/> Over \$500,000	

This is for illustrative purposes only and is not indicative of any investment. Past performance is no guarantee of future results

3. FUNDING YOUR ACCOUNT

The minimum initial debt purchase required to open this account is \$2,500 in cash and/or eligible transfer. Orders placed in a new account require 100% of any initial purchase value. You may fund your Sure Lock account in any of the five ways listed below:

BY CHECK
I have enclosed a check for \$ 35,000 made payable Sure Lock Financial LLC, to be deposited to my core Sure Lock Account.

TRANSFER FROM EXISTING GLOBAL WEST ACCOUNT
I am transferring all shares or positions from my non retirement Sure Lock Account (s) and/or Sure Lock Fund (s) Account.

TRANSFER ONLINE CREDIT CARD OR CHECK DRAFT
I am transferring money with my online GoldMade account and have included a Transfer of Assets form: (see attached form)

DEPOSITING CERTIFICATES
I am depositing _____ appropriately endorsed certificates. (Endorse the back of each certificate as registered and write "Sure Lock Financial LLC" on the line between "appoint" and "attorney.")

BY WIRE
I am wiring funds to Sure Lock from my bank or brokerage firm. Contact a Sure Lock Representative for further instructions.

CORE ACCOUNT (CHOOSE ONE)

Select a core account option where all of your cash is held and transactions are processed (choose one).

Taxable interest-bearing cash account (This account will be selected if no information is supplied or if your initial investment is less than \$5,000.00. The interest rate may vary depending on assets.)

Sure Lock Taxable Cash Account

Global West Mortgage/Paper Account

SLF Mortgage/Paper Account

Media/Marketing Account

Sure Lock Media Partners

All income from loans/debt investments (dividends, capital gains, or sale proceeds) is automatically deposited into your core account. Dividends from media and mortgage paper are reinvested in the originating account. You can elect to change your distributions by phone at 1-866-305-9090, or online at www.surelockfinancial.com



4. ACCOUNT FEATURES

OVERDRAFT PROTECTION AND EC NOTE BORROWING

This borrowing feature allows you to use your eligible individual debt products/paper as collateral for overdraft protection, for the purchase of additional paper, as a low-cost loan alternative, or for debt consolidation.

_____ Check here to be considered for overdraft protection and EC Note borrowing

CASH MANAGEMENT FEATURES

The features below provide you ways to access the money in your Sure Lock Account. For more information on these features, please visit www.surelockfinancial.com. By selecting the features below, you are acknowledging that you have read and agree to the terms set forth in the Customer Agreement.

To Transfer Money Regularly to Your Account

Sure Lock Automatic Account Builder®

This service allows you to establish monthly or quarterly automatic purchases to your Sure Lock Account from your bank account. There is a \$100 minimum per purchase and a \$100,000 maximum per purchase.

I would like to automatically invest \$ _____ starting (Month/Day/Year) _____ every _____ Month _____ Quarter from my bank account.

I would like to stop my regular investments in the fund (s) described above on (Month/Day/Year) _____

Please attach a voided check from your bank to this application to provide routing information

To Move Money between Your Sure Lock Account and Other Accounts:

Sure Lock and GoldMade.com

This service allows you to electronically transfer money between your bank and Sure Lock accounts without paying a fee to Sure Lock. Your bank may charge a fee.

_____ Yes, I wish to establish GoldMade.com Account-
Please attach a voided check from your bank to this application to provide routing information.

To Transfer Money Regularly from Your Account

Sure Lock's GoldMade® bill payment options

This service allows you to pay bills online directly from your Sure Lock Account.

_____ Yes, I wish to establish GoldMade account. I understand that a monthly fee may be assessed for some customers.

Sure Lock ATM® Gold Check Card

This card is a debit card that can be used to withdraw cash at ATMs or to make purchases at locations wherever ATM's are accepted. Each transaction is debited from the core account position of your brokerage account daily.

_____ Yes, I wish to be considered for the Sure Lock Gold Check Card, issued by Bank of America, Key Bank or other Issuer.

_____ Yes, I would like to receive an additional card for joint owner.

1. Subject to Sure Lock's approval and may require a review of your credit history. By checking the box and signing this application, you acknowledge that you have read the agreement section of the Customer Agreement and agree to its terms.
2. Schedule bills to be paid electronically from your Sure Lock Account through affiliated service provider GoldMade.com. The monthly fee is \$6.95 and is waived for GoldMade customers who maintain \$100,000 or more in certain retail assets at Sure Lock. See the Sure Lock GoldMade Service Agreement for complete details.
3. (\$2,500 account minimum) The Sure Lock ATM® Gold Check Card is issued by Bank of America, Key Bank or other Issuer, with no annual fee. By checking the section, you authorize the Issuer, to check your employment and credit history and to answer questions about their payment experience with you. You have read and agree to the important disclosures pertaining to this request contained in the accompanying Customer Agreement. All transactions are deducted from your Sure Lock core account daily. The Gold Check Card is available to non retirement accounts with individual, joint, or trust registrations only.

4. ACCOUNT FEATURES (CONTINUED)

Bank Wire

This service enable you to transfer money electronically from your Sure Lock Account to your bank account using the Federal Reserve System. A fee of \$15.00 may apply for each wire redemption from brokerage accounts.

Bank Information

Type of Account:

- Checking
- Money Market Deposit Account
- Savings (Passbook savings account are not eligible)

Please complete the following bank information. Your bank may use different Bank Routing Numbers for Bank Wire transactions (processed through the Federal Reserve System) and Gold-made.com. (Electronic Funds Transfer transactions processed through the Automated Clearing House system).

Bank Name

Name (s) on Bank Account

Name (s) on Bank Account

If the name (s) on your bank account do not exactly match the name (s) on your Sure Lock account, signature guarantees from all account owners are required.

Bank Routing Number (Please confirm with your bank)
This should be a nine digit number.

Bank Account number

Bank Branch Phone Number

If your banking institution is not a member of the Federal Reserve you must obtain the following information from your bank. There may be a one-day delay in receiving a wire through a correspondent bank.

Name of Correspondent Bank

Your Bank Account's Name at the Correspondent Bank

Your Bank's Account Number at the Correspondent Bank

Correspondent Bank Transit/Routing Number

For Further Credit/Additional Instructions (if applicable)



(USE THIS FORM IF BUYER'S HOME IS SECURITY OR TRANSACTED IN-HOME)

Sure Lock Financial
2000 N.W. 39th Street Suite G
Oklahoma City, OK 73118
(405)557-0774

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that originated in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from the date of the transaction, which is

9 FEBRUARY 07

If you cancel the transaction, the note agreement is cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to our address stated above. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at the address stated above.

You may use any written statement that is signed and dated by you and states your intention to cancel, and or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 14 FEBRUARY (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature

Date

RECEIPT

Each of the undersigned acknowledges receipt of 2 copies of this Notice of Right to Cancel this 9 day of FEBRUARY, 2007.

Barbara A. Chaney
Consumer's Signature

Consumer's Signature

Consumer's Signature



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

OKLAHOMA DEPARTMENT OF)
SECURITIES, *ex. rel.* Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
vs.)
)
GLOBAL WEST FUNDING, LTD., CO.,)
an Oklahoma limited liability company, et al.,)
)
Defendants.)

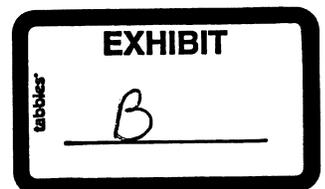
Case No. CJ-2009-2773

AFFIDAVIT OF STEPHEN J. MORIARTY

STATE OF OKLAHOMA)
) **ss:**
COUNTY OF OKLAHOMA)

Stephen J. Moriarty, being of lawful age and duly sworn, deposes and states as follows:

1. I am the Court appointed Special Master over Defendants Global West Funding, Ltd, Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., Heritage Estate Service LLC, and Brian McKye.
2. As part of my duties as Special Master, I have reviewed bank account records, correspondence, sales materials, investment documents, and other business records of the Defendants.
3. Investors began investing in the notes offered by Brian McKye (Investment Notes) in May of 2005. The Investment Notes stated that monthly interest would be paid to investors at various rates for a period of sixty (60) months. The actual rates varied from time to time and/or from investor to investor.
4. The sales materials distributed by Brian McKye and/or his agents stated that Investors have "100% total control" of their money and that the Investment Notes would be fully secured by real estate.
5. Investors did not have any control of their investment and the Investment Notes in a majority of the cases, were not adequately secured or collateralized.



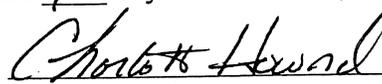
6. At all times material hereto, Brian McKye owned and/or controlled several bank accounts including account number XXXXXX6223 at Bank of America (BoA) (Global West Funding Account), account number XXXXX5459 at BoA (McKye Personal Account), account number XXXXX5853 at BoA (The Wave-Goldmade Account), account number XXXXX7803 at Bank of Oklahoma (BOK) (Sure Lock Loans Account), account number XXXX6844 at BOK (Sure Lock Financial Account), and at least seven other Sure Lock Loan accounts.
7. I have reviewed and analyzed the deposit items to and disbursements from the above-listed accounts for the period beginning January 2005 and ending in October 2008 (Relevant Time Period).
8. During the Relevant Time Period, Brian McKye accepted funds in excess of \$6,000,000 from at least 50 individuals for the Investment Notes.
9. The majority of the funds obtained by Brian McKye from investors were deposited into the Global West Funding Account where investor monies were commingled. A portion of the funds was deposited into the Sure Lock Loans Account and The Wave-Goldmade Account and commingled with other funds in those accounts.
10. Brian McKye used investor funds to make interest payments to previous investors, to pay Heritage Estate Service LLC, and for his personal expenses.
11. Brian McKye failed to generate operating revenue necessary to fund the promised interest payments to the investors.

FURTHER AFFIANT SAITH NOT.



Stephen J. Moriarty

Subscribed and sworn to before me this 9th day of November, 2009.



Notary Public



**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

OKLAHOMA DEPARTMENT OF)
SECURITIES, *ex. rel.* Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
vs.)
)
GLOBAL WEST FUNDING, LTD., CO.,)
an Oklahoma limited liability company, et al.,)
)
Defendants.)

Case No. CJ-2009-2773

AFFIDAVIT OF KENNETH G. MAILLARD

STATE OF OKLAHOMA)
) **ss:**
COUNTY OF OKLAHOMA)

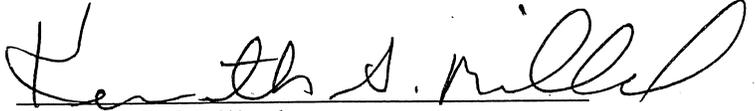
Kenneth G. Maillard, being of lawful age and being duly sworn, deposes and states as follows:

1. I am the Director of Registrations of the Oklahoma Department of Securities (Department).
2. I have conducted an examination of the registration and exemption files of the Department pertaining to current and past registrations and exemptions from registration for the offer or sale of securities in Oklahoma.
3. Nowhere within the registration files of the Department did I find a record of an application for the registration of securities pursuant to the Oklahoma Uniform Securities Act of 2004, Okla. Stat. tit. 71, §§1-101 to 1-701 (Supp. 2003), (Act), for or on behalf of Global West Funding, Ltd., Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, or The Wave-Goldmade, Ltd.
4. Nowhere within the registration files of the Department did I find a record of a registration of securities for or on behalf of Global West Funding, Ltd., Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, or The Wave-Goldmade, Ltd., pursuant to the Act.

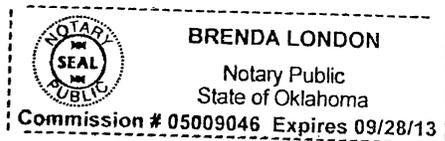


5. Nowhere within the exemption files of the Department did I find a record of a notice of intent to claim exemption from registration of securities for or on behalf of Global West Funding, Ltd., Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, or The Wave-Goldmade, Ltd., pursuant to the Act.

FURTHER AFFIANT SAITH NOT.


Kenneth G. Maillard

Subscribed and sworn to before me this 9th day of November, 2009.




Notary Public

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

OKLAHOMA DEPARTMENT OF)
 SECURITIES, *ex. rel.* Irving L. Faught,)
 Administrator,)
)
 Plaintiff,)
)
 vs.)
)
 GLOBAL WEST FUNDING, LTD., CO.,)
 an Oklahoma limited liability company, et al.,)
)
 Defendants.)

Case No. CJ-2009-2773

AFFIDAVIT OF CAROL GRUIS

STATE OF OKLAHOMA)
) **ss:**
 COUNTY OF OKLAHOMA)

Carol Gruis, being of lawful age and duly sworn, deposes and states as follows:

1. I am Director of Examinations and Licensing of the Oklahoma Department of Securities (Department).
2. I have conducted an examination of the registration files of the Department pertaining to current and past registered investment advisers, broker-dealers, investment adviser representatives, broker-dealer agents, and issuer agents.
3. I have also conducted an examination of the records of the Central Registration Depository (CRD).
4. Nowhere within such registration files of the Department or the records of the CRD did I find a record of registration pursuant to the Oklahoma Uniform Securities Act of 2004, Okla. Stat. tit. 71, §§1-101 to 1-701 (Supp. 2003), for Global West Funding, Ltd., Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., Brian McKye, Joe Don Johnson and/or James Farnham.

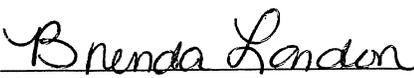
FURTHER AFFIANT SAITH NOT.



 Carol Gruis

Subscribed and sworn to before me this 9th day of November, 2009.

 **BRENDA LONDON**
 Notary Public
 State of Oklahoma
 Commission # 05009046 Expires 09/28/13



 Notary Public

EXHIBIT
 tabbles

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of
Securities ex rel. Irving L.
Faught, Administrator,
Plaintiff,

-vs- No. CJ-2009-2773

Global West Funding, Ltd.,
Co., an Oklahoma limited
liability company; Global
West Financial LLC, an
Oklahoma limited liability
company; Sure Lock Financial,
LLC, an Oklahoma limited
liability company; Sure Lock
Loans LLC, an Oklahoma
limited liability company;
The Wave-Goldmade, Ltd., an
unincorporated association;
Brian McKye, an individual;
Joe Don Johnson, an
individual; and James
Farnham, an individual,
Defendants,

and

Heritage Estate Service, LLC,
an Oklahoma limited liability
company,
Relief Defendant.

DEPOSITION OF BRIAN MCKYE
TAKEN ON BEHALF OF THE PLAINTIFF
IN OKLAHOMA CITY, OKLAHOMA
ON OCTOBER 29, 2009

Reported by: MELISSA RAMES, CSR, RPR
WORD FOR WORD REPORTING, L.L.C.
100 NORTH BROADWAY AVENUE
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OKLAHOMA CITY, OKLAHOMA 73102
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COPY

A P P E A R A N C E S

Appearing as Special Master:

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For the Plaintiff:

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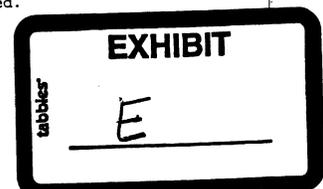
S T I P U L A T I O N S

It is hereby stipulated and agreed by
and between the parties hereto, through their
respective attorneys, that the deposition of
BRIAN MCKYE may be taken on behalf of the
Plaintiff on October 29, 2009, in Oklahoma City,
Oklahoma, by Melissa Rames, a Certified
Shorthand Reporter, pursuant to agreement.

It is further stipulated and agreed by
and between the parties hereto, through their
respective attorneys, that all objections,
except as to the form of the question and the
responsiveness of the answer, are reserved until
the time of trial, at which time they may be
made with the same force and effect as if made
at the time of the taking of the deposition.

It is further stipulated and agreed by
and between the parties hereto, through their
respective attorneys, that the time of filing of
this deposition is expressly waived.

* * * * *



1 BRIAN MCKYE,
2 of lawful age, being first duly sworn, deposes
3 and says in reply to the questions propounded
4 as follows:

5 * * * * *

6 EXAMINATION

7 BY MR. MORIARTY:

8 Q Would you please state your name for
9 the record.

10 A Brian McKye.

11 Q And, mr. McKye, you are appearing here
12 today pursuant to an order entered by the court
13 in this matter?

14 A That is correct.

15 Q Could you briefly describe for me your
16 educational background?

17 A I have a high school education and
18 about a year and-a-half of college.

19 Q When did you graduate from high
20 school?

21 A 1982.

22 Q And where was that?

23 A Putnam City.

24 Q And then a year and-a-half of college.
25 Where did you attend those classes?

1 A Oklahoma Technical on Portland.

2 Q Was there any specific focus or major
3 tied to those college courses?

4 A Yes. My major was landscape
5 construction.

6 Q And during what period of time did you
7 attend those classes?

8 A I believe immediately following high
9 school.

10 Q So that would get us through about
11 1984. Does that sound right?

12 A Yes, I believe so.

13 Q Can you describe for me your work
14 experience from 1984 to the present?

15 A After leaving the Oklahoma Technical
16 College, I started a company doing landscape
17 construction, and that transitioned into a
18 construction company that eventually became
19 Global West Construction, and then Global West
20 Construction became, you know, what we are
21 adjudicating today, Global West Funding.

22 Q Let's just focus on the period from
23 the landscaping to the transition to
24 construction. Did you do business in a
25 corporate form or did you do it as a sole

1 proprietor in your own name?

2 A Almost always sole proprietor.

3 Q And that would have been true for the
4 landscaping business and then for Global West
5 Construction?

6 A Almost always an LLC or a sole
7 proprietor.

8 Q And then when did you transition from
9 construction to Global West Funding?

10 A I don't know.

11 Q Would it have been before or after the
12 year 2000?

13 A Before.

14 Q When Global West Funding was started,
15 what type of business was it --

16 A Hold on just a second.

17 (The witness put a digital tape
18 recorder on table.)

19 We don't have to start over. Let's
20 just continue on from where we're at.

21 Q Yeah, when Global West Funding was
22 started, what type of business was it in?

23 A I'm going to have to claim the Fifth
24 on that.

25 Q Can you give me the names of all of

1 the legal entities in which you have an
2 interest?

3 A Today?

4 Q Yes.

5 A I'm going to have to claim the Fifth
6 on that.

7 Q Do you have an interest in Global West
8 Funding?

9 A Yes.

10 Q Do you have an interest in Sure Lock
11 Loans, LLC?

12 A I'm going to claim the Fifth on that.

13 Q Do you have an interest in Sure Lock
14 Financial?

15 A Likewise, I'll claim the Fifth on
16 that.

17 Q Do you have an interest in
18 Processmart?

19 A I'll claim the Fifth on that.

20 Q Do you have an interest in Heritage
21 Estate Services?

22 A I'll claim the Fifth on that.

23 Q Have you ever had your deposition
24 taken before?

25 A Yes.

1 Q Other than the one occasion in which
2 it was taken in this case?
3 A Yes.
4 Q Describe for me those matters in which
5 you gave deposition testimony.
6 A It was on a rental office space that I
7 was occupying for Citizens Tower.
8 Q Were you a party in that action?
9 A The building sold and I was I forget
10 whether the defendant or the plaintiff, but one
11 of the two.
12 Q But you were a party?
13 A Yes, I was a party.
14 Q Was it a dispute between you and the
15 landlord?
16 A Uh-huh. Yes.
17 Q Any other occasion on which you gave
18 your deposition testimony?
19 A No, not known to me today.
20 Q Now, if I use the term "companies" so
21 that we have a clear understanding, I'm going to
22 be generally referring to the Global West
23 entities and the Sure Lock entities, so if I
24 use --
25 A Combined?

1 Q Combined.
2 Can we agree that at some point the
3 companies became engaged in the payday loan
4 business?
5 A No, they're separate entities.
6 Q Okay.
7 Well, then tell me who was involved in
8 the payday loan business.
9 A I'm going to have to claim the Fifth
10 on that.
11 Q Can you tell me when the payday loan
12 operations started?
13 A I don't know. Several years ago. I
14 can't tell you exactly when.
15 Q Would it have been after 2005?
16 A I don't know.
17 Q At some point the payday loan
18 operations were run through seven different
19 locations. I'm going to go through location by
20 location. Can you tell me when operations
21 commenced at the 39th Street location?
22 A No, that is what you were asking, and
23 I already answered, no, I don't know.
24 Q You have no idea when you started
25 making loans --

1 A When they -- well, it wasn't just
2 simply a start of a making a loan, it was when I
3 was legally able to do so. I had to have a
4 license in place at that store and so on and
5 forth, and I can't tell you that.
6 Q And you can't even give me a year when
7 that would have occurred?
8 A No. I mean, you have the records at
9 this point.
10 Q How about the 10th Street store?
11 A Even worse on that one.
12 Q Rockwell?
13 A I don't know.
14 Q Midwest City?
15 A I don't know.
16 Q Grove?
17 A I don't remember.
18 Q Miami?
19 A No. I thought I would know on that
20 one, but I don't.
21 Q Tulsa?
22 A No.
23 Q What was the source of the funding for
24 the operations of the payday loan companies?
25 A I'm going to have to claim the Fifth

1 on that.
2 THE WITNESS: Are these for us?
3 THE REPORTER: Yes.
4 THE WITNESS: Can I have one?
5 Q (By Mr. Moriarty) You have represented
6 yourself pro se in a number of hearings in this
7 case; is that correct?
8 A That is correct.
9 Q And you have made, during the course
10 of that representation, numerous statements to
11 the court about these businesses and their
12 profitability. Do you recall those statements
13 generally?
14 A Generally.
15 Q Do you recall a statement along the
16 lines that you had been in this business for
17 approximately 16 years?
18 A I might have said that.
19 Q Do you recall statements that these
20 businesses have always been profitable?
21 A No.
22 Q You don't recall that?
23 A Huh-uh.
24 Q Have these businesses always been
25 profitable?

1 A I'm going to claim the Fifth on that.
 2 Q I'm going to hand you an exhibit book.
 3 I'm going to refer to it from time to time. At
 4 this point could you turn to what's tabbed as
 5 Exhibit No. 1, which is a multi-page exhibit and
 6 a multidocument exhibit. I will represent to
 7 you that it is copies of parts of the bankruptcy
 8 filing for Brian McKye, case No. 03-19087 and
 9 for the Hughes Living Trust, case No. 03-19089.

10 First, can you tell me what is the
 11 Hughes Living Trust?
 12 (Exhibit No. 1 was marked for
 13 identification and made a part of the
 14 record.)

15 A I'm going to claim the Fifth on that.
 16 THE REPORTER: I'm sorry. Are you
 17 saying Hughes?

18 MR. MORIARTY: Hughes, H-u-g-h-e-s.

19 Q (By Mr. Moriarty) Do you have any
 20 interest in the Hughes Living Trust?

21 A I'm going to claim the Fifth on that.

22 Q If you can turn over in the exhibit,
 23 the first -- when we start picking up with the
 24 schedules in the case. They are 29 pages long
 25 and there is a notation at the top of the page

1 page 1 of 29 through page 29 of 29.

2 A I see it.

3 Q Can you turn to page 3 of 29? Are you
 4 with me?

5 A I am there.

6 Q Okay.

7 A Schedule B.

8 Q Yes, Schedule B, Personal Property,
 9 question 12, "Stock and interests in
 10 incorporated and unincorporated businesses.

11 Itemize." And then there is a list. Hug A
 12 Homes LLC. What is Hug A Homes LLC?

13 A I'm going to claim the Fifth on that.

14 Q Wave Skate Park LLC. What is Wave
 15 Skate Park LLC?

16 A I'll claim the Fifth on that.

17 Q First Prime Properties LLC. What is
 18 that?

19 A I'm going to claim the Fifth on that.

20 Q Global West Funding LLC. What is
 21 that?

22 A That's my company.

23 Q There's a value attached to your
 24 interest in Global West Funding LLC of \$2,500.
 25 How was that value arrived at?

1 A I don't know.

2 Q Abide Media LLC, do you have an
 3 interest in that?

4 A I'll claim the Fifth on that.

5 Q Appleridge Apartment LLC, do you have
 6 an interest in that?

7 A I'll claim the Fifth on that.

8 Q You can turn to the next page, page 4
 9 of 29. Question 19, "Contingent and
 10 noncontingent interests in estate of a decedent,
 11 death benefit plan, life insurance policy, or
 12 trust." The response that you gave is --
 13 indicates that you have an interest in the
 14 Hughes Living Trust, and I believe you've told
 15 me that you're not going to tell me what that
 16 interest is or what the Hughes Living Trust is;
 17 is that correct?

18 A Yes, I claim the Fifth on that.

19 Q If you could turn to Schedule F. Kind
 20 of lose the notations on the top of the page on
 21 the page numbers, but Schedule F is a multi-page
 22 schedule.

23 A Okay. I'm there.

24 Q 12 pages. On page 1 there's a debt
 25 owing to ABC for approximately \$24,000. What

1 was that for?

2 A I don't know.

3 Q On page 1 is a debt to Academy
 4 Collection for approximately \$7,500. What's
 5 that for?

6 A I don't recall.

7 Q On the next collection -- the next
 8 sheet, Alliance One, there's a claim for \$7,300.
 9 Do you know that that's for?

10 A No, I don't.

11 Q Down further on that page, Arrow
 12 Financial, approximately \$8,000. Do you know
 13 what that's for?

14 A Yes, \$7,900?

15 Q Yeah. Do you know what that's for?

16 A No, I don't know what that's for.

17 Q Bottom of the page, Banc First of
 18 Oklahoma City, approximately \$54,000. Do you
 19 know what that's for?

20 A I don't see it.

21 Q Bottom of that page.

22 A Oh, bottom of the same page?

23 Q Yeah.

24 A \$54,257.

25 Q Yeah, do you know what that's for?

1 A No, I don't.

2 Q Try and shortcut some of this. In the

3 12 pages it appears that there's approximately

4 \$750,000 of unsecured debt, the bulk of which

5 appears to be either credit cards or personal

6 loans. Is that a fair characterization of those

7 debts?

8 A I don't know what the majority of the

9 debts were.

10 Q Why did you have to file bankruptcy?

11 A I believe it was because I just got

12 divorced.

13 Q It wasn't because you had run up

14 \$750,000 of bills that you couldn't pay?

15 A I don't really remember.

16 Q Okay.

17 On page -- or sheet 7 of schedule F --

18 A Sheet 7.

19 Q Sheet 7. Sheets are numbered at the

20 bottom. Bottom left.

21 A Okay.

22 Q There's a claim for the Internal

23 Revenue Service for a little over \$90,000. Do

24 you know what that's for?

25 A No.

1 Q Did you ultimately receive a discharge

2 in your case?

3 A I'll claim the Fifth on that.

4 Q I'll represent to you that it's a

5 matter of public record that you received a

6 discharge sometime in 2005.

7 When did you and the companies begin

8 raising money from private investors to fund the

9 operations of the companies?

10 A I'll claim the Fifth on that.

11 Q If you could turn to what's tabbed as

12 Exhibit No. 2 which is, again, a multi-page

13 exhibit. If you could flip those pages and tell

14 me if you can recognize or identify that

15 exhibit.

16 (Exhibit No. 2 was marked for

17 identification and made a part of the

18 record.)

19 A What was your question?

20 Q Do you recognize that exhibit?

21 A I'll claim the Fifth on that.

22 Q Who is Carl Hamilton?

23 A I'll claim the Fifth on that.

24 Q Do you know Mr. Hamilton to be a CPA?

25 A I'll claim the Fifth on that.

1 Q Did Mr. Hamilton provide services to

2 you and/or these companies?

3 A I'll claim the Fifth on that.

4 Q When was the last year you personally

5 filed an income tax return?

6 A I'll claim the Fifth on that.

7 Q When was the last year that any of

8 these companies filed an income tax return?

9 A I'll claim the Fifth on that.

10 Q On page 1 of Exhibit 2, assets, there

11 is a listing for "Cash" in the amount of

12 \$788,872.18. As of December 31, 2006, did the

13 Hughes Living Trust have that amount of cash

14 available to it?

15 A I'll claim the Fifth on that.

16 Q The only other assets of the Hughes

17 Living Trust are furniture and equipment in the

18 amount of \$1,500 and equipment in the amount of

19 \$57,468.74. Did the Hughes Living Trust have

20 any other assets as of December 31, 2006?

21 A I don't know.

22 Q As of December 31, 2006, did the

23 Hughes Living Trust have any loans owing to it

24 either directly or indirectly?

25 A I don't know.

1 Q But they don't appear on this balance

2 sheet, do they?

3 A I don't know. I don't know where you

4 got this. I really don't know where you got

5 this.

6 Q Doesn't matter where I got it. I

7 mean, it says what it says. Do you have any --

8 A I didn't sign this.

9 Q No, I understand. Can you tell me --

10 A So I have no idea what you're

11 providing me to look over here.

12 Q Okay.

13 For the tax year 2006 did you sign an

14 income tax return for the Hughes Living Trust?

15 A I don't know.

16 Q Do you know whether this Exhibit No. 2

17 formed the basis of the income tax return that

18 was filed for the year 2006 for the Hughes

19 Living Trust?

20 A No, I don't.

21 Q Do you know whether the income tax

22 return filed by the Hughes Living Trust signed

23 by you was a consolidated return that reported

24 the operations for the Global West entities and

25 the Sure Lock entities?

1 A What was your question?
 2 Q I said, do you know whether the 2006
 3 income tax return prepared for Hughes Living
 4 Trust signed by you represented --
 5 A No, I don't know. I don't know
 6 whether that is the case.
 7 Q Okay.
 8 Let's turn to page No. 2 of Exhibit 2.
 9 Liabilities. Looks like there's a significant
 10 payroll tax liability, approximately \$58,000.
 11 Do you know what that was?
 12 A No, I don't.
 13 Q The other liabilities reported on this
 14 balance sheet are lumped in under the line item,
 15 "Notes Payable" in the amount of \$1,975,514.51.
 16 Do you know what those notes payable are?
 17 A No, I don't.
 18 Q Are those notes payable to investors
 19 who placed their money with you?
 20 A I have no idea.
 21 Q Let's turn to page 3 of Exhibit 2
 22 which is a profit and loss statement for the
 23 Hughes Living Trust. Total revenues for the
 24 year 2006 of \$65,791.36. Do you know whether
 25 that's true or not true?

1 A No, I don't know.
 2 Q Total operating expenses for the year
 3 of just over \$1 million. Do you know whether
 4 that's true?
 5 A Where do you see that?
 6 Q Down at the bottom of the page, "Total
 7 Operating Expenses, \$1,054,985.21.
 8 A And your question was?
 9 Q Do you know whether that's true?
 10 A No, I don't.
 11 Q On a tax basis reported a loss of
 12 right at \$1 million. Do you know whether that's
 13 true?
 14 A I don't know if that's the actual
 15 figure, no.
 16 Q Do you know whether that was the
 17 figure included on the tax return for the Hughes
 18 Living Trust for the tax year 2006?
 19 A No, I don't know.
 20 Q On that income and expense statement
 21 under the "Operating Expenses," the second line
 22 item is, "Contract Labor - Brian, \$36,000." Can
 23 you give me any insight on that?
 24 A What do you mean?
 25 Q Were you paid \$36,000 by or through

1 the Hughes Living Trust in the year 2006?
 2 A That's what this says.
 3 Q Well, I'm asking whether that's true
 4 or not.
 5 A Well, I have no idea. You produced
 6 these, I didn't.
 7 Q I'll represent to you that your
 8 accountant produced them to me.
 9 A You're producing them tonight; right?
 10 Q Yes.
 11 A Today, right now.
 12 Q Yeah.
 13 A So I don't know.
 14 Q Okay.
 15 If this information was contained and
 16 formed the basis of the Hughes Living Trust tax
 17 return for the year 2006 which was signed by
 18 you, can you dispute any of these numbers, as we
 19 sit here today?
 20 A Is this a hypothetical question?
 21 Q No, that's an actual question.
 22 A I don't know.
 23 Q Okay.
 24 What were you personally doing to make
 25 a living in 2006?

1 A Probably managing.
 2 Q Managing what?
 3 A Managing my employees.
 4 Q Your employees. Did you pay them
 5 personally?
 6 A I'll have to claim the Fifth on that.
 7 Q You told me they were your employees.
 8 You're not going to give me anything else on
 9 that? You're just going to shut down and claim
 10 the Fifth? That way I don't have to pursue that
 11 line of questioning?
 12 A Your line of questioning was what?
 13 Q Who paid your employees?
 14 A Okay.
 15 I'm claiming the Fifth on that.
 16 Q Okay.
 17 Did you pay them personally from your
 18 own funds?
 19 A I'll claim the Fifth on that.
 20 Q Who were your employees at that time?
 21 A I'll claim the Fifth on that.
 22 Q How many employees did you have at
 23 that time?
 24 A I don't know.
 25 Q What type of business did you engage

1 in?

2 A I just answered that question.

3 Managing my employees.

4 Q We're going around in a circle. What

5 did your employees do then?

6 A I'll claim the Fifth on that.

7 Q What experience do you have to run a

8 payday loan company?

9 A I'll claim the Fifth on that.

10 Q Let's go back to Exhibit 2, page 3.

11 On the "Operating Expense" column, about halfway

12 down there's a line item, "Interest Expense,"

13 \$152,221.07. Do you see that?

14 A No. Oh, yes.

15 Q Do you know what that's for?

16 A No, I don't.

17 Q Do you know whether that represents

18 the amount that you returned to your investors

19 in the form of interest on their notes?

20 A I don't know.

21 Q Let's turn to Exhibit No. 3. Can you

22 identify Exhibit No. 3?

23 (Exhibit No. 3 was marked for

24 identification and made a part of the

25 record.)

1 these companies so that they can be sold for the

2 benefit of the investors? Do you understand

3 that?

4 A Yes.

5 Q And you're not going to tell me

6 anything about this asset; is that correct?

7 A I'm going to claim the Fifth on that.

8 Q 1996 Mini Winnebago. Do you presently

9 have possession of that Winnebago?

10 A I'm going to claim the Fifth on that.

11 Q Do you presently know the location of

12 that Winnebago?

13 A I'll claim the Fifth on that.

14 Q Next line item, 3 Trucks Fleet. Do

15 you presently have possession of the three

16 trucks?

17 A I'll claim the Fifth on that.

18 Q Do you presently know the location of

19 any of the three trucks?

20 A I'll claim the Fifth on that.

21 Q Next line item, "1 Caddy," \$1,800. Is

22 that the Cadillac that's in the parking lot at

23 2000 Northwest 39th?

24 A I'll claim the Fifth on that.

25 Q Next line item, "1 Suburban." Is that

1 A Okay. I see it.

2 Q Okay.

3 Can you tell me what it is?

4 A What do you mean?

5 Q Did you prepare Exhibit No. 3?

6 A I don't know.

7 Q Did you give Exhibit No. 3 to me on or

8 about the 1st of April of this year, 2009?

9 A I will claim the Fifth on that.

10 Q Is the information contained on

11 Exhibit No. 3 true and correct?

12 A I don't know.

13 Q About halfway down there's a category

14 for "Personal Property." The first item, a 1990

15 Bounder 40-foot." What is that?

16 A I'll claim the Fifth on that.

17 Q Do you presently have possession of

18 the 1990 Bounder 40-foot?

19 A I'll claim the Fifth on that.

20 Q Do you presently know the location of

21 the 1990 Bounder 40-foot?

22 A I'll claim the Fifth on that.

23 Q Do you understand that I have been

24 appointed by the court as a receiver for these

25 companies to take possession of the assets of

1 the Suburban located at the 2000 Northwest 39th

2 location?

3 A I don't know.

4 Q Do you presently have possession of

5 either the Caddy or the Suburban?

6 A I'll claim the Fifth on that.

7 Q Next category, "Real Estate." The

8 piece of property listed at 54000 East 340 Road,

9 cost basis, \$15,000. Where is that property

10 located?

11 A I'll claim the Fifth on that.

12 Q Do you presently use that property?

13 A I'll claim the Fifth on that.

14 Q When was that property purchased?

15 A I'll claim the Fifth on that.

16 Q Who paid for the property?

17 A I'll claim the Fifth on that.

18 Q Next asset, "Aircraft. 1980 Grumman

19 ATAB," \$18,000. Where is that airplane located?

20 A I'll claim the Fifth on that.

21 Q Do you have possession and control of

22 the aircraft at this time?

23 A I'll claim the Fifth on that.

24 Q Do you have possession of the flight

25 books and maintenance records for the aircraft

1 at this time?

2 A I'll claim the Fifth on that.

3 Q When was the last time you flew the
4 airplane?

5 A I'll claim the Fifth on that.

6 Q If I was to make inquiry of you of any
7 of the assets of these companies or of you
8 personally, would you also invoke your Fifth
9 Amendment privilege?

10 A I don't know. Ask.

11 Q Okay. The number of questions just
12 went up.

13 Under "Supplies. 9 'Credit cubbie'
14 machines, cost basis, \$36,000." What are those
15 Credit Cubbie machines?

16 A I'll claim the Fifth on that.

17 Q Where are they located?

18 A I'll claim the Fifth on that.

19 Q Do you have possession and/or control
20 of any of those machines?

21 A I'll claim the Fifth on that.

22 Q "5 'Breezy Money' machines" valued at
23 \$35,000. Where are they located?

24 A I'll claim the Fifth on that.

25 Q What are they?

1 A What are what?

2 Q Breezy Money machines?

3 A I'll claim the Fifth on that.

4 Q Do you have possession and control of
5 those machines at this time?

6 A I'll claim the Fifth on that.

7 Q Are you presently employed?

8 A I'll claim the Fifth on that.

9 Q Are you presently attempting to raise
10 money from third party sources?

11 A I'll claim the Fifth on that.

12 Q Have you contacted any individuals
13 about the ability to invest in your business
14 ventures in the future?

15 A I'll claim the Fifth on that.

16 Q Have you contacted any individual
17 offering or discussing potential employment with
18 you and/or your future business ventures?

19 A I'll claim the Fifth on that.

20 Q Did you, through Global West, raise
21 money from individual third party investors?

22 A Could you repeat that?

23 Q Did you, through Global West, raise
24 money from individual third party investors?

25 A I'll claim the Fifth on that.

1 Q Did Global West use the proceeds from
2 money received from investors to fund the
3 business operations of the companies including
4 the Sure Lock loan companies?

5 A You're asking did Global West fund
6 Sure Lock?

7 Q Yeah.

8 A I'll claim the Fifth on that.

9 Q Turn to Exhibit No. 4, pages 2 and 3
10 of that exhibit. Towards the bottom of the page
11 there appears to be a signature, Brian McKye.
12 Is that your signature?

13 (Exhibit No. 4 was marked for
14 identification and made a part of the
15 record.)

16 A Which page?

17 Q Pages 2 and 3. I'm sorry. Pages 3
18 and 4.

19 A I'll plead the Fifth on that.

20 Q As of June 2008, did you have an
21 interest -- you personally have an interest in
22 Global West Financial LLC?

23 A I'm sorry. Would you say that again?

24 Q In June 2008, did you personally have
25 an interest in Global West Financial LLC?

1 A Yes.

2 Q What was that interest?

3 A What do you mean?

4 Q Was it an ownership interest?

5 A LLC's don't have owners.

6 Q Was it a membership interest?

7 A I'm going to claim the Fifth on that.

8 Q You have an interest. Describe for me
9 what the interest was.

10 A I'll claim the Fifth on that.

11 Q Just so we're clear -- we need to make
12 this clear for the record. You're telling me
13 that you have an interest in Global West
14 Financial LLC, but you are invoking your Fifth
15 Amendment privilege in terms of describing for
16 me what that interest was; is that right?

17 A Precisely.

18 Q Did any business in which you had a
19 interest directly or indirectly ever do business
20 in the state of Florida?

21 A I'll claim the Fifth on that.

22 Q Did you or any business in which you
23 had an interest directly or indirectly ever
24 maintain an office at 2728 Northeast 5th Avenue,
25 Cape Coral, Florida?

1 A I'll claim the Fifth on that.

2 Q Are you familiar with an individual by
3 the name of Joe Don Johnson?

4 A I am.

5 Q How do you know Mr. Johnson?

6 A He's a friend.

7 Q When did you first meet Mr. Johnson?

8 A I don't remember.

9 Q Did you and Mr. Johnson ever have a
10 business relationship?

11 A I'm going to claim the Fifth on that.

12 Q Are you familiar with an entity by the
13 name of Heritage Estate Service LLC?

14 A Yes.

15 Q And how do you know that entity?

16 A How do I know the entity?

17 Q How did you come to know that entity,
18 yes.

19 A I believe Joe Don is the president of
20 it.

21 Q What type of business is Heritage
22 engaged in?

23 A Well, that's a third party. I don't
24 know.

25 Q Did you ever do business with

1 Heritage?

2 A I'll claim the Fifth on that.

3 Q Did you ever pay Heritage's bills?

4 A I'll claim the Fifth on that.

5 Q Did you ever buy accounts from
6 Heritage?

7 A I'll claim the Fifth on that.

8 Q If you'll turn to Exhibit No. 6. It
9 appears to be a check written on the account of
10 TW Goldmade, one word, G-o-l-d-m-a-d-e, on Bank
11 of America check No. 101203 dated November 24,
12 2006, payable to Bartholomew Realtors in the
13 amount of \$1,000. Do you recognize the
14 signature on that check, Mr. McKye?

15 (Exhibit No. 6 was marked for
16 identification and made a part of the
17 record.)

18 A No.

19 Q Is that your signature?

20 A I don't know.

21 Q The notation bears the words, "earnest
22 money." Can you tell me anything about this
23 check?

24 A No, I have no idea.

25 Q Exhibit No. 7, TW Goldmade check drawn

1 on Bank of America, check No. 100791, Century 21
2 Rinker Agency, \$9,650. Is that your signature
3 on that check?

4 (Exhibit No. 7 was marked for
5 identification and made a part of the
6 record.)

7 A I'm going to plead the Fifth on that.

8 Q There is a notation which appears to
9 be at least part of a legal description,
10 "Township 25 North, Range 23 East of," and then
11 I can't read the writing after that. Does that
12 mean anything to you?

13 A No.

14 Q You don't know anything about the
15 property that was purchased with this check?

16 A I don't remember.

17 Q Do you know whether it's an asset of
18 any of these companies?

19 A I don't remember the check.

20 Q That wasn't the question I asked you.
21 The piece of property purchased with
22 this check, do you know it to be an asset of any
23 of these companies?

24 A No.

25 Q It's not or you don't know whether

1 it's not?

2 A I don't know whether it is or not.

3 Q Okay.

4 Let's flip over to Exhibit No. 8 which
5 is a multi-page exhibit. Checking account
6 statements for Global West Funding's account at
7 Bank of America, and I have highlighted various
8 portions of that -- for those account
9 statements, and I'm going to ask you some
10 questions about them.

11 If you could turn to the account
12 statement for August 2006.

13 (Exhibit No. 8 was marked for
14 identification and made a part of the
15 record.)

16 A What page is that?

17 Q If you notice at the top right it will
18 say, "statement period," the first statement
19 being July of 2006.

20 A I see.

21 Q And if we can go to the August of 2006
22 statement. Are you with me? And then page 3 --

23 A Yes.

24 Q Page 3 of 4 of that statement. The
25 highlighted item is posted August 22, \$7,861.36,

1 cash withdrawal. Can you tell me anything about
2 that?

3 A I'm going to claim the Fifth on that.

4 Q Were you a signer on this bank
5 account?

6 A I'm going to claim the Fifth on that.

7 Q Did you engage in numerous and
8 extensive cash transactions on these bank
9 accounts?

10 A I'll claim the Fifth on that.

11 Q And if I were to ask you about what
12 was done with any of the cash withdrawn from
13 these accounts through these transactions, would
14 you also invoke your Fifth Amendment privilege?

15 A I don't know. Ask.

16 Q Turn over to the July 2007 statement.

17 A I beg your pardon?

18 Q July 2007 statement.

19 A Oh, this is a very thick document.

20 Q Yep.

21 Page 2 of 4 of the July 2007
22 statement.

23 A July 2?

24 Q I'm sorry. I'm sorry. January.

25 A January of '07?

1 Q Yes. I'm sorry.

2 A I'm there.

3 Q Page 2 of 4, and then on page 3 of 4
4 there's two cash withdrawals, one in the amount
5 of \$1,700 on January 25th and another for \$1,000
6 on January 30th. Can you tell me anything about
7 those cash withdrawals?

8 A No, sir, I cannot.

9 Q Do you know whether you personally
10 withdrew those amounts in cash?

11 A No, I don't.

12 Q There's a notation on each one of
13 these cash withdrawals just to the right on the
14 second line, number sign, "0008326 OK." Does
15 that mean anything to you?

16 A No, that does not.

17 Q The March 2007 statement.

18 A Okay. I'm there.

19 Q Page 3 of 4.

20 A I'm there.

21 Q The March 12th entry, \$55,682.27,
22 "Counter Debit." Can you explain that to me?

23 A No, I don't know what that would have
24 been.

25 Q Do you know whether you personally

1 engaged in that transaction?

2 A No, I don't.

3 Q The item right underneath it,
4 March 15, \$12,000 cash withdrawal. Do you know
5 anything about that transaction?

6 A In 2007?

7 Q Yeah.

8 A No. No, I don't recall what that
9 12,000 was for or the 1,000 below it.

10 Q Would it have been regular practice
11 for you to send your employees to the bank to
12 withdraw these large sums of cash?

13 A Yes, often.

14 Q And then what was the cash used for?

15 A It may have been to fund a loan.

16 Q To fund a loan. Describe for me that.

17 A For example, if the check was being
18 cashed from one bank and the funds needed to
19 move literally that day to bank B then I would
20 simply execute a phone call to the manager of
21 the bank and say please cut such and such the
22 cash.

23 Q So you would do that in cash as
24 opposed to a wire or a cashier's check?

25 A The bank was right down the street.

1 Q And you felt comfortable --

2 A Having my employees carry --

3 Q -- having your employees carry these
4 large sums of cash?

5 A They weren't that large. They weren't
6 that large, really.

7 Q 55,682.27?

8 A In a cashier's check. I mean, when
9 we're getting it out we're not getting cash
10 cash. It would be in a cashier's check.

11 Q The 12,000 right underneath it, cash
12 withdrawal. That's a cash withdrawal. That's
13 \$12,000 in cash that you're telling me --

14 A It doesn't necessarily that she or he
15 or whoever I sent didn't get a money order.
16 That just simply means that the cash was
17 withdrawn from the account.

18 Q Okay.

19 Why didn't you just get a cashier's
20 check on that account?

21 A It's a two-fold transaction.

22 Q Or a wire?

23 A It's a two-fold transaction.

24 Q Okay. What --

25 A You first withdraw the funds, then you

1 buy the money order or the certificate of, you
 2 know --
 3 Q You told me earlier --
 4 A Certified check. Excuse me.
 5 Q I'm sorry. I didn't mean to talk over
 6 you.
 7 You said that these cash transactions
 8 would be necessary from time to time to fund a
 9 loan. What does that mean?
 10 A We do mortgages.
 11 Q Okay. You personally did mortgages?
 12 A I'm going to claim the Fifth on that.
 13 Q Can you describe for me any of these
 14 loan fundings that you just described in terms
 15 of who the borrower was, when the loan would
 16 have been made, if there's a mortgage, where it
 17 would have been recorded?
 18 A Since I don't remember these
 19 transactions it's difficult, if not impossible,
 20 to describe that transaction to you.
 21 Q Let's turn over to the April 2007
 22 statement, page 2 of 4. April 2, cash
 23 withdrawal, \$12,500. Can you tell me anything
 24 about that?
 25 A No.

1 tell me anything about that transaction?
 2 A No, I don't know what that would have
 3 been.
 4 Q Are you presently the signator on any
 5 bank accounts?
 6 A I'll claim the Fifth on that.
 7 Q Do you personally maintain a bank
 8 account?
 9 A I'll claim the Fifth on that.
 10 Q Let's flip over to Exhibit No. 9.
 11 I will represent to you that Exhibit No. 9 are
 12 copies of checks on the TW Goldmade account at
 13 Bank of America, all of which appear to be for
 14 cash. The first page of Exhibit 9, cash,
 15 \$1,500. Is that your signature?
 16 (Exhibit No. 9 was marked for
 17 identification and made a part of the
 18 record.)
 19 A On which one?
 20 Q The first page, Exhibit 9.
 21 A I'll claim the Fifth on that.
 22 Q There's a notation, "H. Hendrick."
 23 Does that mean anything to you?
 24 A I'll claim the Fifth on that.
 25 Q The next check, cash, Debi Johnson,

1 Q April 3, cash withdrawal, \$6,850 cash
 2 withdrawal. Can you tell me anything about
 3 that?
 4 A 6,850?
 5 Q Yeah, 6,850?
 6 A No. No, I don't.
 7 Q Turn over to the next page,
 8 April 13th, cash withdrawal, \$1,904. Can you
 9 tell me anything about that?
 10 A Well, it's awful close to the 15th.
 11 It might have been for payroll taxes. Two days
 12 after that is April 14, April 15th, so it might
 13 have been for that. The other transaction for
 14 4/20, I don't know what that is.
 15 Q \$3,070.
 16 A Yes.
 17 Q And you're guessing on the April 13th
 18 transaction.
 19 A Correct.
 20 Q Let's turn over to the May statement,
 21 page 2 of 4. May 11th, cash withdrawal \$19,200.
 22 Can you tell me anything about that?
 23 A No, I don't know what that is.
 24 Q June statement, June 2007, page 3 of
 25 4. June 22, counter debit, \$24,500. Can you

1 \$3,500. Who's Debi Johnson?
 2 A I'll claim the Fifth on that.
 3 Q Is that your signature on that check?
 4 A I'll claim the Fifth on that.
 5 Q Next check, cash, Debi Johnson,
 6 \$1,600. Is that your signature?
 7 A I'll claim the Fifth on that.
 8 Q Do you know what any of this cash
 9 would have been used for?
 10 A That doesn't look like my signature.
 11 Q That wasn't my question. Do you know
 12 what any of this cash would have been used for?
 13 A That was your question a moment ago,
 14 does that look like your signature? Look at the
 15 two signatures. Look at the one before it and
 16 the one after. That does not look like the same
 17 signature.
 18 Q Did you review the bank account
 19 statements on a regular basis as the manager of
 20 these businesses?
 21 A I'll claim the Fifth on that.
 22 Q If you would have noted in such a
 23 review that a check had cleared the bank that
 24 did not bear your signature, would you have
 25 taken that matter up with the bank?

1 A I'll claim the Fifth on that.

2 Q How much cash was kept -- well, strike

3 that.

4 Where did you spend the bulk of your

5 time managing these businesses. In what office?

6 A I don't know. I bounced around all

7 the offices.

8 Q So from time to time you would be in

9 all of the offices at any given point in time.

10 A Exactly.

11 Q Were there policies and procedures in

12 place in terms of how much cash was maintained

13 at these offices?

14 A I don't believe we had a written

15 policy.

16 Q Did it ever concern you that maybe

17 there was too much cash being maintained at some

18 of these offices?

19 A No.

20 Q If cash was there, where -- let's

21 focus on the 39th Street store because it's the

22 one I'm most familiar with.

23 If somebody went to the bank and got

24 \$10,000 of cash and brought it back, where would

25 it go?

1 A Oh, my goodness. I'll have to claim

2 the Fifth on that.

3 Q Several pages in there's a TW Goldmade

4 check No. 102952.

5 A How many pages in?

6 Q It is five pages in.

7 A After the fifth one -- actually the

8 sixth one or the fifth one?

9 Q The fifth one.

10 A Okay.

11 Q Made out to cash, Brandi Pease,

12 P-e-a-s-e, for \$1,600. Who's Brandi Pease?

13 A I'll claim the Fifth on that.

14 Q There was a notation on the check,

15 "Solutions, Inc." What is Solutions, Inc.?

16 A I'll claim the Fifth on that.

17 Q Is Solutions, Inc., an entity in which

18 you have an interest, direct or indirect?

19 A I'll claim the Fifth on that.

20 Q Is that your signature that appears on

21 that check?

22 A I'll claim the Fifth on that.

23 Q The next page, TW Goldmade check No.

24 102754, cash, made out to Hind Daifi, \$3,000.

25 Is that your signature that appears on the

1 check?

2 A Once again, look at that page and the

3 one before it. That is not the same signature.

4 Q So are you denying that that's your

5 signature?

6 A I'm just stating what it looks like.

7 It looks like that's not the same signature.

8 Q Who's Hind Daifi?

9 A I'll claim the Fifth on that.

10 Q Was she an employee of these

11 companies?

12 A I'll claim the Fifth on that.

13 Q Were you married to Ms. Daifi at one

14 point?

15 A I'll claim the Fifth on that.

16 Q In the notation, I can't make it out,

17 "TR" something, does that mean anything to you?

18 A I'll claim the Fifth on that.

19 Q Next page, cash, Nancy Lindsey,

20 L-i-n-d-s-e-y, \$7,000. Is that your signature

21 on the check?

22 A I'll claim the Fifth on that.

23 Q The notation bears the words, "payroll

24 expense." Does that mean anything to you?

25 A I'll claim the Fifth on that.

1 Q I'm sorry if I've asked this question.

2 Was Ms. Lindsey an employee of the companies?

3 A I'll claim the Fifth on that.

4 Q Next check, cash, Hind Daifi, \$1,500.

5 Is that your signature on the check?

6 A I'll claim the Fifth on that.

7 Q Again, the notation,

8 "Solutions-payable," does that mean anything to

9 you?

10 A No, it looks like "payroll."

11 Q Okay. Could be.

12 Was TW Goldmade funding the payroll of

13 Solutions, Inc.?

14 A I'm just reading that off the page.

15 Q I'm asking the question. Was TW

16 Goldmade --

17 A I don't know.

18 Q -- funding the payroll of Solutions,

19 Inc.?

20 Did any of these companies have a

21 business relationship with Solutions, Inc.?

22 A I'll claim the Fifth on that.

23 Q Next check, cash, Hind Daifi, \$2,500.

24 Was that your signature on that check?

25 A I'll claim the Fifth on that.

1 Q Bears the notation, "Payroll." Does
2 that mean anything to you?

3 A No.

4 Q Next check, cash, Hind Daifi, \$1,600.
5 Is that your signature on the check?

6 A I'll claim the Fifth on that.

7 Q That bears the notation, "Solutions
8 Inc." Does that mean anything to you?

9 A I'll claim the Fifth on that.

10 Q Next check, cash, Echo Ladshoff,
11 L-a-d-s-h-o-f-f, for \$1,600. Is that your
12 signature on the check?

13 A I'll claim the Fifth on that.

14 Q Who's Echo Ladshoff?

15 A I'll claim the Fifth on that.

16 Q Next check, cash, Hind Daifi, \$7,600.
17 MR. MORIARTY: Daifi is spelled
18 D-a-i-f-i.

19 Q (By Mr. Moriarty) Is that your signature
20 on the check?

21 A I'll claim the Fifth on that.

22 Q That bears the notation, "Payroll."
23 Does that mean anything to you?

24 A I'll claim the Fifth on that.

25 MR. MORIARTY: Hind is spelled

1 H-i-n-d.

2 Q (By Mr. Moriarty) Next check, cash, Debi
3 Johnson, \$8,000. Is that your signature on the
4 check?

5 A I'll claim the Fifth on that.

6 Q Bears the notation, "Payroll." Does
7 that mean anything to you?

8 A I'll claim the Fifth on that.

9 Q Next check, cash, Debi --
10 MR. MORIARTY: And Debi is spelled
11 D-e-b-i.

12 Q (By Mr. Moriarty) -- Johnson, \$1,600. Is
13 that your signature on the check?

14 A I'll claim the Fifth on that.

15 Q Bears the notation, "H" looks like
16 Hendrix, H-e-n-d-r-i-x. Does that mean anything
17 to you?

18 A I'll claim the Fifth on that.

19 Q Was Mr. Hendrix an employee of the
20 companies?

21 A I'll claim the Fifth on that.

22 Q Next check, Brian McKye-petty cash,
23 \$4,000. Is that your signature?

24 A I'll claim the Fifth on that.

25 Q Do you know what this \$4,000 would

1 have been used for?

2 A No.

3 Q Next check, Brian McKye, \$2,000. Is
4 that your signature?

5 A I'll claim the Fifth on that.

6 Q Bears the notation, "Sure Lock
7 capital." Does that mean anything to you?

8 A No.

9 Q Next check, Brian McKye, \$8,000. Is
10 that your signature on the check?

11 A I'll claim the Fifth on that.

12 Q Bears the notation, "Payroll." Does
13 that mean anything to you?

14 A No.

15 Q Next check, Brian McKye, \$12,000. Is
16 that your signature on the check?

17 A I'll claim the Fifth on that.

18 Q Bears the notation, "Payroll." Does
19 that mean anything to you?

20 A No.

21 Q Next check, Brian McKye, \$1,500. Is
22 that your signature on the check?

23 A I'll claim the Fifth on that.

24 Q Next check, another check for \$1,500,
25 Brian McKye, is that your signature on the

1 check?

2 A I'll claim the Fifth on that.

3 Q Let's turn over to Exhibit No. 10.
4 Did your companies do business with Heritage
5 Estate Service?

6 (Exhibit No. 10 was marked for
7 identification and made a part of the
8 record.)

9 A I'll claim the Fifth on that.

10 Q Did your companies purchase accounts
11 from Heritage Estate Service?

12 A I'll claim the Fifth on that.

13 Q Exhibit No. 10 is a check on the TW
14 Goldmade account of Bank of America, check No.
15 100904 dated August 3, 2006, payable to Heritage
16 Estate for \$20,697.67. Is that your signature
17 on the check?

18 A I don't know.

19 Q The notation, it looks like, "Trusts."
20 Can you explain to me what that means?

21 A No.

22 Q On the bottom half of the page is a
23 copy of the back half of the check. It appears
24 to be endorsed by Joe Don Johnson. Do you
25 recognize that signature?

1 A No, I don't.

2 Q Exhibit No. 11, check, TW Goldmade

3 account at Bank of America, check No. 100922

4 payable to Heritage Estate Services for

5 \$14,131.35. Is that your signature, Mr. McKye?

6 (Exhibit No. 11 was marked for

7 identification and made a part of the

8 record.)

9 A I'll claim the Fifth on that.

10 Q The notation appears to read,

11 "Trusts," and then in parentheses, "July,"

12 closed parentheses, "final." Can you explain to

13 me what that means?

14 A No, I don't know.

15 Q If I was to make inquiry from you

16 about business dealings between your companies

17 and Heritage wherein they acquired accounts from

18 Heritage, would you invoke your Fifth Amendment

19 privilege in response to any questions I may ask

20 about those relationships?

21 A Depends on the question.

22 Q Okay.

23 Between Exhibits 10 and 11 it looks

24 like \$35,000 went to Heritage Estate from --

25 A Between 10 and 11?

1 Q Between Exhibits 10 and 11, yes, in

2 round numbers about \$35,000 was transferred from

3 TW Goldmade to Heritage Estate in an 11-day

4 period. \$35,000 is a lot of money to me. Can

5 you describe for me what the consideration was

6 for the payment by TW Goldmade of this

7 approximately \$35,000 during this period of

8 time?

9 A No, I don't know what that would have

10 been.

11 Q You have no idea?

12 A No. It was three years and four

13 months ago, and I have no idea what it was.

14 Q I will represent to you that it

15 appears that there was over \$1 million paid by

16 your companies to Heritage Estate over a

17 three-year period of time. Can you describe for

18 me the consideration for any of those transfers?

19 A No. I'll claim the Fifth.

20 Q Exhibit No. 12. It's a multi-page

21 exhibit, copies of checks attached. I will

22 represent to you that it appears that all of

23 these are checks on TW Goldmade's account to

24 various media outlets to pay, at least based on

25 the check notations, for television and/or radio

1 advertising. Did your companies solicit the

2 services of various media outlets to run

3 advertising for the companies?

4 (Exhibit No. 12 was marked for

5 identification and made a part of the

6 record.)

7 A I'll claim the Fifth on that.

8 Q Let's look at page No. 1 of Exhibit

9 12. TW Goldmade account at Bank of America,

10 check No. 101069.

11 A Which exhibit?

12 Q Exhibit 12, first page.

13 A Okay.

14 Q Payable to KOTV in the amount of

15 \$1,275 dated May 3rd of 2007. Is that your

16 signature on the check?

17 A I'll claim the Fifth on that.

18 Q The notation indicates that it is for,

19 "Heritage May 2007." Does that mean anything to

20 you?

21 A No.

22 Q Was TW Goldmade paying for the

23 advertising expenses incurred by Heritage Estate

24 Service?

25 A I'll claim the Fifth on that.

1 Q Next page TW Goldmade check No. 101065

2 payable to KAUT 43.

3 A I'm there.

4 Q Bears the notation, "5/5 through 6/907

5 Heritage." Can you explain to me that notation?

6 A No.

7 Q Is that your signature on the check?

8 A I'll claim the Fifth on that.

9 Q Was TW Goldmade paying the bills of

10 Heritage?

11 A I'll claim the Fifth on that.

12 Q Next page TW Goldmade check No.

13 101026, \$2,550 payable to KWTV-9. The notation

14 indicates it's 5/12 through 5/26/07 Heritage."

15 Does that notation mean anything to you?

16 A No, it does not.

17 Q Is that your signature on the page?

18 A I'll claim the Fifth on that.

19 Q Was TW Goldmade paying the expenses

20 incurred by Heritage at KWTV-9?

21 A I'll claim the Fifth on that.

22 Q Next page. TW Goldmade check No.

23 101028 payable to KMYT 41 in Tulsa, Oklahoma, in

24 the amount of \$2,040. Is that your signature on

25 the check?

1 A I'll claim the Fifth on that.

2 Q The notation 5/1 through 5/27/07

3 Heritage help." Does that mean anything to you?

4 A No.

5 Q Was TW Goldmade paying expenses

6 incurred by Heritage Estate Services?

7 A I'll claim the Fifth on that.

8 Q Next page, TW Goldmade check No.

9 100859 in the amount of \$5,100 payable to

10 KWTV-9. Is that your signature on the check?

11 A I'll claim the Fifth on that.

12 Q The notation, "Heritage 4/7 through

13 4/28," does that mean anything to you?

14 A No.

15 Q Was TW Goldmade paying expenses

16 incurred by Heritage at KWTV-9?

17 A I'll claim the Fifth on that.

18 Q Next page, TW Goldmade check No.

19 100849 payable to KMYT 41 in the amount of

20 \$2,550. Is that your signature on the check?

21 A I'll claim the Fifth on that.

22 Q The notation, "Heritage help," and

23 then in parentheses, "5 weeks," does that

24 notation mean anything to you?

25 A I'll claim the Fifth on that.

1 Q Was TW Goldmade paying the expenses

2 incurred by Heritage Estate Service?

3 A I'll claim the Fifth on that.

4 Q In the course of your managing these

5 businesses, did these companies ever produce any

6 TV commercials?

7 A I'll claim the Fifth on that.

8 Q During the course of your management

9 of these businesses, did your companies ever

10 produce television advertising for the benefit

11 of Heritage Estate Service?

12 A I'll claim the Fifth on that.

13 Q Did you have any employees that were

14 specifically dedicated to marketing and

15 advertising of these businesses?

16 A I'll claim the Fifth on that.

17 Q And if I were to ask you who they

18 were, you would similarly invoke your Fifth

19 Amendment privilege?

20 A Are you asking the question?

21 Q Who are they?

22 A I'll claim the Fifth on that.

23 Q Okay.

24 Turn over to the next page, please.

25 TW Goldmade check No. 100848 in the amount of

1 \$837.50 payable to KOKI Fox 23. Is that your

2 signature on the check?

3 A I'll claim the Fifth on that.

4 Q And in the notation it indicates,

5 "Heritage help" in parentheses, "5 weeks." Does

6 that notation mean anything to you?

7 A I'll claim the Fifth on that.

8 Q Was TW Goldmade paying expenses

9 incurred by Heritage through KOKI Fox 23?

10 A I'll claim the Fifth on that.

11 Q Next page, TW Goldmade check No.

12 100683 payable to KAUT 43 in the amount of

13 \$7,820. Is that your signature on the check?

14 A I'll claim the Fifth on that.

15 Q In the notation it indicates the

16 following, "Surelock \$4,060" and "HH \$3,060,"

17 and then handwritten, "March orders." Does that

18 mean anything to you?

19 A No.

20 Q Did Sure Lock purchase advertising

21 through KAUT 43?

22 A I'll claim the Fifth on that.

23 Q Next page, TW Goldmade check No.

24 100509 in the amount of \$2,000 payable to KOTV.

25 Is that your signature on the check?

1 A I'll claim the Fifth on that.

2 Q The notation indicates, "Surelock,"

3 hyphen, "Heritage." Does that mean anything to

4 you?

5 A I'll claim the Fifth on that.

6 Q Next page, TW Goldmade check No.

7 101406 payable to UPN-43 in the amount of

8 \$8,075. Is that your signature on the check?

9 A I'll claim the Fifth on that.

10 Q In the notation it indicates, "JAN,"

11 which I assume is "January," hyphen, "Heritage

12 3,060" slash "Surelock 5,015." Does that mean

13 anything to you?

14 A I'll claim the Fifth on that.

15 Q Was TW Goldmade paying expenses

16 incurred by Heritage Estate Services through

17 UPN-43?

18 A I'll claim the Fifth on that.

19 Q Last item in Exhibit 12. Now, this

20 check, although it's drawn on the account of TW

21 Goldmade at Bank of America, also has another

22 company listing as the check payor, Global West

23 Productions Limited. What is Global West

24 Productions Limited?

25 A I'll claim the Fifth on that.

1 Q Is Global West Productions Limited an
2 entity in which you have an interest directly or
3 indirectly?

4 A I'll claim the Fifth on that.

5 Q This check numbered 8001 is payable to
6 KWTV-9 in the amount of \$14,273.43. Is that
7 your signature on the check?

8 A I'll claim the Fifth on that.

9 Q The notation appears to read, "NOV,"
10 which I assume is "November schedule," and then
11 I can't read anything after that. Can you tell
12 me what that means?

13 A No, I can't either.

14 Q Okay.

15 Exhibit 13. The first page of Exhibit
16 13 is a TW Goldmade check on a Bank of America
17 account, check No. 101070 payable to Heritage
18 Estates in the amount of \$926.40. Is that your
19 signature on the check?

20 (Exhibit No. 13 was marked for
21 identification and made a part of the
22 record.)

23 A I'll claim the Fifth on that.

24 Q In the notation it indicates, "Limo,"
25 hyphen, "Sharon," S-h-a-r-o-n, "Zimmerman,"

1 Z-i-m-m-e-r-m-a-n. Does that notation mean
2 anything to you?

3 A No.

4 Q Would TW Goldmade reimburse Heritage
5 Estates for certain expenses it incurred in its
6 business operations?

7 A I'll claim the Fifth on that.

8 Q Did TW Goldmade reimburse Heritage
9 Estates for limousine rentals?

10 A I'll claim the Fifth on that.

11 Q Do you know who Sharon Zimmerman is?

12 A I'll claim the Fifth on that.

13 Q Next page. TW Goldmade check No.
14 100925 payable to Heritage Estates. Is that
15 your signature on the check?

16 A I'll claim the Fifth on that.

17 Q The notation says, "Limo service 585,"
18 and it's "4 percent equals 448.11." I'm not
19 sure of the math. Does that notation mean
20 anything to you?

21 A No.

22 Q Did TW Goldmade regularly reimburse
23 Heritage Estates for limousine rentals?

24 A I'll claim the Fifth on that.

25 Q Next page, TW Goldmade check No.

1 101019 payable to Norman West in the amount of
2 \$2,000. Is that your signature on the check?

3 A I'll claim the Fifth on that.

4 Q The notation appears to read, "loan"
5 hyphen "transportation." Does that mean
6 anything to you?

7 A I'll claim the Fifth on that.

8 Q Do you know who Mr. West is?

9 A I'll claim the Fifth on that.

10 Q Do you know whether Mr. West operates
11 a limousine rental business?

12 A I'll claim the Fifth on that.

13 Q Next page. TV Goldmade Bank of
14 America account, check No. 8045 payable to
15 Heritage Estate Services. Is that your
16 signature on the check?

17 A I'll claim the Fifth on that.

18 Q In the notation it appears to read,
19 "Moctezuma," M-o-c-t-e-z-u-m-a, slash, "Kinney,"
20 K-i-n-n-e-y, hyphen, "limo." Can you tell me
21 what that notation means?

22 A I can't read it.

23 Q Okay.

24 Did any of these companies regularly
25 reimburse Heritage Estate for limousine rental

1 services?

2 A I'll claim the Fifth on that.

3 Q Exhibit 14. The first page I
4 prepared. It represents payments made on the TW
5 Goldmade account at Bank of America, the account
6 ending in the numbers 853, solely representing
7 checks payable to American Express for about a
8 two -- year period of time totaling just over
9 \$406,000. I have attached a copy of one of the
10 checks which is page 2 of that exhibit. TW
11 Goldmade account No. -- account at Bank of
12 America, check No. 101003 payable to American
13 Express in the amount of \$12,073.36, account No.
14 3732-735419-22003. Is that your signature on
15 the check, Mr. McKye?

16 (Exhibit No. 14 was marked for
17 identification and made a part of the
18 record.)

19 A I'll claim the Fifth on that.

20 Q Did you maintain a personal account
21 with American Express?

22 A I'll claim the Fifth on that.

23 Q Did you incur personal charges on that
24 account that were paid for by these companies?

25 A I'll claim the Fifth on that.

1 Q Exhibit 15. This is a multi-page
2 exhibit with numerous copies of checks drawn on
3 the TW Goldmade account at Bank of America.
4 Page No. 1 of Exhibit 15, TW Goldmade check No.
5 100954 payable to Credit Collections, and
6 there's a notation for an Opubco account. Were
7 the companies delinquent in its payments to
8 Opubco from time to time?

9 (Exhibit No. 15 was marked for
10 identification and made a part of the
11 record.)

12 A Not that I'm aware of.

13 Q So this means nothing to you when it
14 says, "Credit Collections" and "Opubco, client
15 099017903?"

16 A No, it depends on who that client
17 number is to.

18 Q Let's turn over to the second page.
19 What's the Wave Fun Park?

20 A Oh, you mean down in the notations?

21 Q I'm just asking, what is the Wave Fun
22 Park?

23 A I'll claim the Fifth on that.

24 Q Is the Wave Fun Park an entity in
25 which you have an interest directly or

1 indirectly?

2 A I'll claim the Fifth on that.

3 Q The second page is TW Goldmade check
4 No. 100946 payable to the Internal Revenue
5 Service. The check is dated August 21, 2006.

6 Is that your signature on the check, Mr. McKye?

7 A I'll claim the Fifth on that.

8 Q The notation reads 941, 03/31/00, Wave
9 Fun Park 73-1582526." Do you see that?

10 A Yes, I do.

11 Q Is that your handwriting?

12 A I'll claim the Fifth on that.

13 Q Okay.

14 941 tells me that these are payroll
15 taxes owing by Wave Fun Park for the period
16 ending March 31 of 2000. Is that a reasonable
17 interpretation of that notation?

18 A I don't know.

19 Q Can you explain to me why your company
20 would be paying in 2006 payroll taxes for the
21 Wave Fun Park that are more than six years past
22 due?

23 A No, I can't.

24 Q Next page. TW Goldmade check No.
25 100945 payable to the IRS dated August 21, 2006.

1 Is that your signature on the check?

2 A What was the check number again?

3 Q 100945.

4 A I'll claim the Fifth on that.

5 Q The notation reads "941, 12/31/99,
6 Wave Fun Park 73-1582526." Can you explain to
7 me why one of your companies would be paying
8 seven year-old payroll taxes for the Wave Fun
9 Park?

10 A No, I cannot.

11 Q Next page, TW Goldmade check No.
12 100947 dated August 21, 2006, payable to the
13 IRS. Is that your signature on the check,
14 Mr. McKye?

15 A I'll claim the Fifth on that.

16 Q The notation reads, "6/30/00, Wave Fun
17 Park 941," and then the number "73-1582526."
18 Can you explain to me why one of your companies
19 is in 2006 paying six year-old payroll tax
20 liabilities of the Wave Fun Park?

21 A No, I cannot.

22 Q The balance of Exhibit 15 are just
23 some of the NSF checks that appear in the
24 statements for TW Goldmade on the Bank of
25 America account. Can we agree that there were

1 numerous checks returned on that account due to
2 the fact that there were not sufficient funds in
3 the account to honor those checks?

4 A Well, define "numerous."

5 Q More than 50.

6 A That's 50 pages?

7 Q Well, I didn't bring them all.

8 A Okay. Well, that's not 50 pages.

9 Q Okay.

10 A That's more like 17, 18.

11 Q Did you ever bounce a check to an
12 investor?

13 A I'll claim the Fifth on that.

14 Q Can we turn to 16? It appears that my
15 book maybe had a problem --

16 A Do you know how many checks I issue in
17 a month or used to issue in a month? Even if
18 you have 50, that's a very small number.

19 Q Did you ever bounce a check to an
20 investor?

21 A You've already asked me that and I've
22 already answered you.

23 Q Okay.

24 Those are important checks, the ones
25 to the investors, aren't they?

1 A Absolutely.

2 Q Okay. 16.

3 (Exhibit No. 16 was marked for

4 identification and made a part of the

5 record.)

6 A I'm on 16.

7 Q Okay.

8 Can we agree that at least in some

9 form or fashion these companies were involved or

10 some of them were involved in the payday loan

11 business? Can we agree on that?

12 A How does this exhibit say that?

13 Q I'm not there yet.

14 A Oh.

15 No, I haven't -- I haven't agreed to

16 that, no.

17 Q Okay.

18 So if I ask you was Sure Lock Loans

19 LLC involved in the payday loan business your

20 answer would be?

21 A I'm going to claim the Fifth on that.

22 Q Did you manage that operation?

23 A I'm going to claim the Fifth on that.

24 Q Did you draw a salary for managing

25 that operation?

1 A I'm going to claim the Fifth on that.

2 Q Do you know whether through that

3 business that employees of the business would

4 receive loans themselves? Did you know that?

5 A Did I know that employees would

6 receive loans?

7 Q Yes. Loans were made to employees?

8 A Yes.

9 Q Was that normal business practice?

10 A No, it was not normal, but it did

11 happen.

12 Q Is it good business practice?

13 A I think it's essential.

14 Q Do you know how much the company lost

15 in loans that were not repaid by employees?

16 A The stores are gone. How can they

17 repay anything?

18 Q They still have a legal obligation to

19 repay a debt if they have a debt.

20 A That's up to those noteholders. Is

21 anyone making collections?

22 Q Yes.

23 Answer my question.

24 A What was the question?

25 Q Were there ever losses sustained by

1 any of these companies due to the fact --

2 A I don't know. You're in charge now.

3 Q I'm talking about during the time that

4 you were managing these things. You never had

5 an employee that didn't pay back the loan?

6 A They were still an employee. Where

7 are they going to go? If you're responsible for

8 making their payment, you write their check.

9 What are you talking about?

10 Q In 2006, 2007, 2008, before I ever

11 showed up --

12 A I'm understanding you there. I'm with

13 you there.

14 Q -- did you ever authorize a loan made

15 to an employee where the employee did not fully

16 repay the loan?

17 A I don't know.

18 Q Okay.

19 You don't know?

20 A No, I don't.

21 Q Okay.

22 A I would hope that that wouldn't

23 happen.

24 Q When you hired folks, did you do

25 background checks on them?

1 A Absolutely.

2 Q So it would surprise you if any of the

3 employees of the company had prior felony

4 convictions?

5 A It might.

6 Q Okay.

7 But it wouldn't necessarily surprise

8 you?

9 A Necessarily? What do you mean,

10 "necessarily"?

11 Q We'll move on.

12 Exhibit 17. These are bank account

13 statements and copies of canceled checks,

14 deposit slips on an account maintained by

15 Processmart Payment Systems Limited at Bank of

16 Oklahoma. The last three digits of the account

17 are 608, and the statements cover the period

18 June 2008 through February of 2009.

19 Mr. McKye, what is Processmart Payment

20 Systems Limited Co.?

21 (Exhibit No. 17 was marked for

22 identification and made a part of the

23 record.)

24 A I'll claim the Fifth on that.

25 Q The account statements looks like at

1 least at one point they were being sent to an
 2 address at 804 West Curtis Drive, Midwest City,
 3 Oklahoma. Are you familiar with that address?
 4 A I'll claim the Fifth on that.
 5 Q Do you know who resides at that
 6 address?
 7 A No, I do not.
 8 Q On the June statement, the first
 9 statement, it looks like the account was opened
 10 in June of 2008 with an initial cash deposit of
 11 \$600. Do you know what the source of that \$600
 12 was?
 13 A No, I don't.
 14 Q Then there appears to be little or no
 15 activity other than service charges on the
 16 account until January of 2009 at which time
 17 there's a deposit of \$13,000. Do you know what
 18 the source of that \$13,000 was?
 19 A I'll claim the Fifth on that.
 20 Q On the statement, page 1 of 1
 21 indicates that the deposit resulted from a
 22 transfer from checking account at BOK, the last
 23 three digits being 803. Do you recognize that
 24 account number?
 25 A I don't see where you're speaking of.

1 Q Okay.
 2 On the January '09 statement, there's
 3 only one page.
 4 A I'm there. I'm there.
 5 Q After the middle part, which it's
 6 starting balance, ending balance, right below
 7 that there is a line item, "Deposits."
 8 A For 13,000?
 9 Q Yes.
 10 A Okay.
 11 Q And it bears the notation in the
 12 left-hand column, January 20th, transfer from
 13 checking, and then gives an account number where
 14 the last three digits are 803. Do you recognize
 15 that account?
 16 A Oh, down here. Down here. Now I'm
 17 with you.
 18 Q Do you recognize that account?
 19 A No, no, no.
 20 Q Do you know that to be an account
 21 maintained by one of these companies?
 22 A No, I don't know.
 23 Q The February '09 statement. On the
 24 third page of that statement is a check on the
 25 TW Goldmade account at Bank of America, check

1 No. 103373 payable to Processmart LLC in the
 2 amount of \$25,000. Is that your signature on
 3 that check?
 4 A I'll claim the Fifth on that.
 5 Q The handwritten notation appears to
 6 be, "I-n-t o-f-f t-r-a-n-s," which I would read
 7 as inter offer transfer. Does that mean
 8 anything to you?
 9 A I'll claim the Fifth on that.
 10 Q And that check is dated January -- I'm
 11 sorry -- February 19th of 2009.
 12 The next page is a check on the
 13 processmart account at BOK, check No. 10498, I
 14 believe, payable to RBS in the amount of
 15 \$10,000. Is that your signature on that check?
 16 A I'll claim the Fifth on that.
 17 Q The notation appears to read, "permit
 18 fees sponsor app." Does that mean anything to
 19 you?
 20 A I'll claim the Fifth on that.
 21 Q Next page, Processmart check No. 10499
 22 in the amount of \$25,000 payable to Choice
 23 Hotels International. Is that your signature on
 24 the check?
 25 A I'll claim the Fifth on that.

1 Q Do you know what the consideration was
 2 for that payment?
 3 A What do you mean?
 4 Q Why did Processmart pay \$25,000 to
 5 Choice Hotels?
 6 A Oh, consideration. I'll claim the
 7 Fifth on that.
 8 Q Do you presently own a car?
 9 A I'll claim the Fifth on that.
 10 Q How did you get here today?
 11 A I'll claim the Fifth on that.
 12 Q Since 2006, have you -- you personally
 13 submitted a financial statement to any lending
 14 institution?
 15 A I'll claim the Fifth on that.
 16 Q Since 2006, have any of these
 17 companies submitted a financial statement to any
 18 lending institution?
 19 A I'll claim the Fifth on that.
 20 Q On the real property located at 2308
 21 South Air Depot in Midwest City, how was that
 22 property paid for?
 23 A Where?
 24 Q How? How was it paid for?
 25 A What property are you talking about?

C E R T I F I C A T E

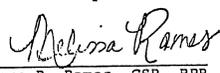
STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

I, MELISSA RAMES, Certified Shorthand Reporter within and for the State of Oklahoma, do hereby certify there came before me the deponent herein, namely BRIAN MCKYE, who was by me duly sworn to testify to the truth and nothing but the truth concerning the matters in this case.

I further certify that the foregoing transcript is a true and correct transcript of my original stenographic notes.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which this deposition is taken; and furthermore, that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 3rd day of November, 2009.



MELISSA RAMES
Oklahoma Certified Shorthand Reporter
Certificate No. 1402
Exp. Date: December 31, 2010
Melissa B. Rames, CSR, RPR
Oklahoma CSR No. 1402

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.
IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

APR 24 2009

OKLAHOMA DEPARTMENT OF)
SECURITIES, *ex. rel.* Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
vs.)
)
GLOBAL WEST FUNDING, LTD., CO.,)
an Oklahoma limited liability company, et al.,)
)
Defendants.)

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

Case No. CJ-2009-2773

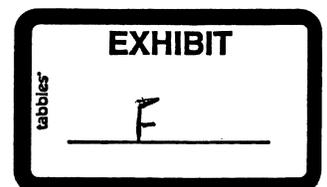
ANSWER OF GLOBAL WEST DEFENDANTS

COME NOW the Defendants, Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye ("Defendants"), and, for their response to the First Amendment to Petition for Permanent Injunction and Other Equitable Relief, :

1. Denied.
2. Denied, and Defendants demand strict proof thereof.
3. Denied.
4. Denied.
5. Denied.
6. Paragraphs 6-37, inclusive, do not relate to Defendants, and therefore no response is required. To the extent any response is required, Defendants deny same.

For the response of the Defendants to the Petition for Permanent Injunction and Other Equitable Relief, Defendants allege and state as follows:

1. Denied.



2. Denied, and Defendants demand strict proof thereof.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Defendants are without information sufficient to admit or deny the allegations of paragraph 15, and therefore deny same.

16. Denied.

17. Denied.

18. Denied.

19. Defendants are without information sufficient to admit or deny the allegations of paragraph 19, and therefore deny same.

20. Denied.

21. Defendants incorporate their responses to paragraphs 1-20 inclusive.

22. Denied.

23. Denied.
24. Denied.
25. Defendants incorporate their responses to paragraphs 1-25, above.
26. Admitted.
27. Denied.
28. Denied.
29. Denied.
30. Defendants incorporate their responses to paragraphs 1-29, above.
31. Denied.
32. Denied.
33. Denied.
34. Defendants incorporate their responses to paragraphs 1-33, above.
35. Denied.
36. Denied.
37. Defendants incorporate their responses to paragraphs 1-36, above.
38. The allegations of paragraph 38 do not relate to Defendants.
39. The allegations of paragraph 39 do not relate to Defendants.

AFFIRMATIVE DEFENSES

1. Plaintiff has had an investigation open in this matter since at least as early as July, 2006. However, the only investigation undertaken by Plaintiff was first, in 2006, when Plaintiff issued subpoenas for certain bank records of Defendants to Bank of the West, IBC Bank, First Enterprise Bank, Bank of America, and Bank of America Credit Card Division.

2. When Defendants were apprised of the investigation in July 2006, they fully cooperated with Plaintiff, providing or making available for inspection by Plaintiff all documents requested by Plaintiff.

3. Defendant Brian McKye, through counsel, repeatedly offered to provide sworn testimony to Plaintiff to make clear to Plaintiff his business operation. Plaintiff declined.

4. After the initial investigation in mid-2006, Plaintiff took no further action, despite being provided with all of Defendants' then business records as requested.

5. In October, 2008, more than two years after opening its "investigation", Plaintiff issued a Subpoena Duces Tecum to Defendant, Brian McKye, requesting ten (10) different categories of business records. Defendant fully responded to said request.

6. Since that time, Defendants (nor their counsel of record in the investigation) have not received notification of the issuance by Plaintiff of any other subpoenas to any banks, lenders or other third parties.

7. Defendants at all times during the investigation by Plaintiff fully cooperated (to the extent allowed by Plaintiff) with Plaintiff in an effort to meet any concerns of Plaintiff.

8. Finally, more than two years after Defendants provided Plaintiff with records of their business operations, Plaintiff elected to declare an emergency, alleging, among other things:

"A danger exists that the money received by Defendants from the Investors or money or securities held by Defendants on behalf of the investors will be lost, removed or transferred. A temporary restraining order to issue *instanter* and temporary and permanent injunctions to issue against Defendants

are necessary to preserve the money received and money or securities held, to preserve the records relating thereto and to prevent further violations of the Act." Petition filed March 24, 2009, at *Prayer for Relief*.

9. The actions and inactions of the Plaintiff, above described, constitute estoppel, waiver, laches, undue delay and unclean hands.

10. The actions and inactions of the Plaintiff, above described, are the best evidence of the fact that the alleged activities of the Defendants do not give rise to the necessity of temporary or permanent injunctive relief, the appointment of a special master, or any other equitable relief.

11. The Special Master appointed by the Court, in coordination and with the cooperation of Defendants, has, since assuming operations of the Defendants, failed to make any of the required monthly payments to the affected third party lenders, needlessly jeopardizing the needs of such third parties, and imposing unreasonable, unnecessary hardships on such persons. Any moneys collected through the ongoing business operations of the Defendants, even if the allegations of Plaintiff were true (which these Defendants deny) should be distributed proportionately "*instanter*" to such third party lenders rather than being held by the Special Master.

12. Plaintiff has failed to state a claim upon which relief may be granted.

13. The loans made by third parties to certain of the Defendants do not constitute "securities" as defined under the Oklahoma Securities Act.

14. Plaintiff is without jurisdiction to bring this action.

15. Defendant is not a proper party to this action.

16. Plaintiffs' claims are barred, in whole or in part, by the doctrines of estoppel, laches, waiver and/or unclean hands.

17. These Defendants will assert any and all additional defenses, which become available or appear during discovery proceedings in this action, and these Defendants specifically reserve the right to amend their Answer for the purpose of asserting such additional affirmative defenses.

18. If there are any defenses available to these Defendants which have not been stated herein, Defendants hereby asserts each and every such defense.

WHEREFORE, Defendants respectfully request that the Court enter judgment in their favor and against plaintiff, and that the Court award Defendants their costs and reasonable attorney's fees and any other relief to which they might prove themselves entitled.

Respectfully submitted this 29 day of April, 2008.

DUNN SWAN & CUNNINGHAM

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Global West Financial LLC, Sure Lock Financial, LLC,
Sure Lock Loans, LLC, The Wave Goldmade, Ltd.,
and Brian McKye

Attorneys for Defendants, Global West Funding, Ltd,
Global West Financial LLC, Sure Lock Financial, LLC,
Sure Lock Loans, LLC, The Wave-Goldmade, Ltd.,
and Brian McKye

CERTIFICATE OF SERVICE

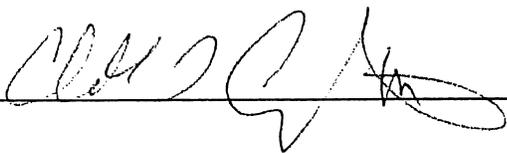
The undersigned certifies that on the 24 day of April, 2009, a true and correct copy of the above and foregoing Answer was mailed, postage prepaid, to:

Patricia Labarth, Esq.
Oklahoma Department of Securities
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A handwritten signature in black ink, appearing to read 'R. G. McCampbell', is written over a horizontal line.