

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAY 21 2009

PATRICIA PRESLEY, COURT CLERK
by _____ DEPUTY

OKLAHOMA DEPARTMENT OF)
SECURITIES EX REL. IRVING)
FAUGHT, ADMINISTRATOR,)
)
Plaintiff,)

v.)

Case No. CJ-2009-2773
Judge: Gurich, Noma D.

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,)
Oklahoma limited liability company; THE)
WAVE-GOLDMADE, LTD., an)
unincorporated association; BRIAN)
MCKYE, an individual; JOE DON)
Johnson, an individual; JAMES)
FARNHAM, an individual,)

Defendants.)

and)

HERITAGE ESTATE SERVICE,)
LLC, an Oklahoma limited liability)
company,)

Relief Defendant.)

**ORDER GRANTING
SPECIAL MASTER'S MOTION FOR AN ORDER (I) APPROVING BIDDING
PROCEDURES AND FOR THE SALE OF CERTAIN ASSETS;
(II) ESTABLISHING DATES REQUIRED IN BIDDING PROCEDURES;
AND (III) SCHEDULING A HEARING FOR APPROVAL
OF THE SALE OF ASSETS**

Came on for hearing on the 21st day of May, 2009 the Motion of Stephen J.

Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST

60.

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; and BRIAN MCKYE, an individual (all collectively referred to as "Companies") for the entry of an Order (i) approving bidding procedures and for the sale of certain assets of the Companies; (ii) establishing the dates required in the bidding procedures; and (iii) scheduling a hearing for approval of the auction and sale of the assets (the "Motion"). The Court has reviewed and considered the Motion, representations of counsel and the evidence before it and, after due deliberation, finds and concludes as follows:

1. On April 1, 2009, this Court entered its Order Appointing Special Master and Approving Waiver of Special Master's Bond. Pursuant to the Order, the Special Master was given full authority to "operate and manage all assets" of the Companies. Further, Special Master was given the authority to "take immediate custody, possession, and control of any and all assets" of the Companies.

2. The major assets of the Companies consist of (a) the loan portfolio of Sure Lock Loans, LLC and the related assets associated with the operation of Sure Lock's lending offices located at (i) 2000 NW 39th Street, Oklahoma City, OK 73118, (ii) 1958 NW 10th Street, Oklahoma City, OK 73106, (iii) 108 S. Rockwell, Suite B, Oklahoma City, OK 73127, (iv) 2308 S. Air Depot Blvd., Midwest City, OK 73110, (v) 4844 S. Elwood Ave, Tulsa, OK 74126, (vi) 2110 Steve Owens Blvd, Miami, OK 74354, and (vii) 8916 Highway 59, Grove, OK 74344 (the "Sure Lock Assets") and (b) certain accounts purchased from Heritage Estate Service, LLC (the "Heritage Assets").

3. A sale of the Sure Lock Assets and the Heritage Assets is in the best interests of the Companies and their creditors.

4. Notice of the Motion to the parties herein and to known investors has been made by First Class mail on April 30, 2009 as evidenced by the Certificate of Mailing filed herein on April 30, 2009. Notice of the Motion is proper and adequate.

IT IS THEREFORE ORDERED AS FOLLOWS:

A. Special Master is hereby authorized to sell the Sure Lock Assets and the Heritage Assets.

B. Special Master is hereby authorized to: (a) solicit and receive written offers to purchase the Sure Lock Assets in the form set forth in Exhibit "A" to the Motion (the "Sure Lock Asset Purchase Agreement"); (b) solicit and receive written offers to purchase the Heritage Assets in the form set forth in Exhibit "B" to the Motion (the "Heritage Asset Purchase Agreement"); (c) schedule a public auction (the "Auction") for the sale of the Sure Lock Assets and the Heritage Assets; and (d) decide, in his sole discretion, the form and manner of notice of the Auction and hearing on the proposed Sale (the "Sale Hearing").

C. The Special Master is hereby authorized to sell the Sure Lock Assets and the Heritage Assets on the terms and conditions set forth herein, after competitive bidding at an auction to be conducted in accordance with the following Bidding Procedures:

i. Any person or entity wishing to participate in the Bidding Process (as defined below) must deliver to the Special Master: (a) an executed confidentiality agreement in the form of Exhibit "C" and (b) a statement demonstrating to the Special Master's satisfaction a *bona fide* interest in acquiring the Sure Lock Assets and/or the Heritage Assets. Upon delivering these materials, the interested party will be considered a "Potential Bidder."

ii. After a Potential Bidder delivers all of the materials required by the preceding paragraph, the Special Master will deliver to the Potential Bidder: (a) a due diligence package on CD-Rom containing information and financial data with respect to the Sure Lock Assets and/or the Heritage Assets sought to be acquired (the "Due Diligence Package"); and (b) a copy of the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement.

iii. For a period commencing on the date the Special Master receives the executed confidentiality agreement from the Potential Bidders and ending on the Bid Deadline (as defined below), the Special Master will provide any Potential Bidder such due diligence access or additional information as may be reasonably requested and that the Special Master determines, in its sole business judgment, to be reasonable and appropriate. The Special Master will designate an employee or other representative to coordinate all reasonable requests from such Potential Bidders for additional information and due diligence access. Unless otherwise determined by the Special Master in his sole discretion, the availability of additional due diligence to a Potential Bidder will cease (a) if the Potential Bidder does not become a Qualified Bidder (as such term is defined below), (b) from and after the Bid Deadline (as such term is defined below), or (c) if the Bidding Process is terminated in accordance with its terms. Except as provided above with respect to the Due Diligence Package and the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement provided to Potential Bidders, neither the Special Master nor his representatives will be obligated to furnish any information of any kind whatsoever relating to the Sure Lock Assets and/or the Heritage Assets to any party.

iv. Not later than 5:00 p.m., Central Time, on the 1st day of July, 2009, (the "Bid Deadline"), a Potential Bidder that desires to make a bid shall deliver written copies of its bid to Stephen J. Moriarty, Special Master, 100 North Broadway, Suite 1700, Oklahoma City, Oklahoma 73102.

v. Potential Bidders may bid on the Sure Lock Assets and/or the Heritage Assets described in the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement.

vi. To qualify, a bid must be in writing and state that: (i) the Potential Bidder offers to purchase the Sure Lock Assets and/or the Heritage Assets upon the terms and conditions set forth in the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement enclosed therewith, marked to show any proposed amendments and modifications thereto (the "Marked Agreement"); (ii) the Potential Bidder's cash offer is not subject to any due diligence or financing contingency, except as set forth herein, and is irrevocable until the earlier of: (A) the closing of the sale of the Sure Lock Assets and/or the Heritage Assets, whether or not to such Potential Bidder; or (B) the withdrawal of the Sure Lock Assets and/or the Heritage Assets from the sale process; and (iii) the Potential Bidder is ready and willing to close on its proposed purchase of the Sure Lock Assets and/or the Heritage Assets as provided in the Marked Agreement.

vii. A Potential Bidder shall accompany its bid with (a) written evidence of available cash, or a firm commitment from its financial institution for financing, and/or such other evidence of ability to consummate the transaction as the Special Master may reasonably request; (b) a copy of a corporate resolution (or a comparable resolution if submitted by a limited liability company) authorizing the Potential Bidder to make a binding and irrevocable

bid on the terms proposed, or if the offer is submitted by a partnership, affidavits signed by all general partners of the partnership stating that the Potential Bidder is authorized to make a binding and irrevocable bid; (c) any pertinent factual information regarding the Potential Bidder's operations that would assist the Special Master in its analysis of the bid; (d) the Potential Bidder's valuation of its bid (the "Bid Valuation"); and (e) any pertinent factual information regarding the Potential Bidder's intended operation of the Companies necessary to evaluate the Special Master's potential WARN Act exposure, if any. The Bid Valuation shall not be binding on the Special Master or any other party in interest.

viii. By the Bid Deadline, a Potential Bidder must deposit with Fellers, Snider, Blankenship, Bailey & Tippens, P.C. Trust Account (the "Escrow Agent") a good faith deposit (the "Good Faith Deposit") of \$10,000.00. The Good Faith Deposit must be made by certified check or wire transfer.

ix. A bid received from a Potential Bidder that meets the requirements set forth above shall be considered a "Qualified Bid" and such Potential Bidder shall be a "Qualified Bidder." A Qualified Bid will be evaluated based upon factors such as: (a) the purported amount of the Qualified Bid; (b) the fair value to be provided to the Special Master under the Qualified Bid; (c) the ability to close the proposed sale transaction without delay; and (d) any other factors that the Special Master may deem relevant.

x. Notwithstanding the foregoing, the Special Master may disqualify any bid if the bid: (1) is conditional or is on terms that are materially different from the terms of the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement; (2) proposes to purchase items other than the Sure Lock Assets and/or the Heritage Assets; (3) is not received by the Bid Deadline; (4) includes a non-cash instrument or similar consideration;

or (5) is subject to any due diligence or financing condition. Any bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid.

xi. The Special Master will, in his sole discretion: (i) determine whether any Potential Bidder satisfies the requirements specified above for obtaining the Due Diligence Package and the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement; (ii) coordinate the efforts of Potential Bidders in conducting their respective due diligence investigations regarding the Sure Lock Assets and/or the Heritage Assets; (iii) determine whether any Potential Bidder is a Qualified Bidder; (iv) evaluate bids from Qualified Bidders and determine whether any such bid is a Qualified Bid; (v) negotiate any bid made to purchase the Sure Lock Assets and/or the Heritage Assets and negotiate any related transaction issues; (vi) perform the actions set forth herein pertaining to the Auction and Sale Hearing; and (vii) make such other determinations as are provided in the Asset Sale Procedures. All of the foregoing activities and other actions relating to the Special Master's efforts to sell the purchased Assets under the Asset Sale Procedures are referred to collectively as the "Bidding Process."

xii. Unless otherwise ordered by the Court for cause shown, only a Qualified Bidder that has submitted a Qualified Bid shall be eligible to participate at the Auction. At least two (2) business days prior to the Auction, the Special Master will determine, based on the nature of the Qualified Bids received and in its sole discretion, whether to (a) conduct an Auction of the Sure Lock Assets and/or the Heritage Assets or (b) exercise his right to designate a Prevailing Bid in accordance with paragraph 5(n), below. If an Auction is to be conducted, the Special Master will select, in its sole discretion, the highest or best bid (the "Baseline Bid") to serve as the starting point for the Auction.

xiii. At least two (2) business days prior to the Auction, the Special Master will provide all Qualified Bidders with a copy of the Qualified Bid constituting the Baseline Bid. At least one (1) business day prior to the Auction, each Qualified Bidder that has submitted a Qualified Bid must inform the Special Master whether it intends to participate in the Auction.

xiv. If the Special Master receives only one Qualified Bid with respect to the Assets, the Special Master shall designate the sole Qualified Bid to be the Prevailing Bid with respect to the Sure Lock Assets and/or the Heritage Assets for the purposes of the Asset Sale Procedures.

xv. The Auction, if any, will be conducted at 10:00 a.m., Central Time, on July 10, 2009, at the offices of Fellers, Snider, Blankenship, Bailey & Tippens, P.C., 100 N. Broadway Avenue, Suite 1700, Oklahoma City, Oklahoma, or at such other place as the Special Master shall have previously provided no less than two (2) business days notice to all Qualified Bidders that have submitted Qualified Bids and that expressed an intent to participate in the Auction.

xvi. At the Auction, participants will be permitted to bid based only upon the terms of the Baseline Bid (except to the extent otherwise authorized by the Special Master). Any initial overbid shall be equal to the Baseline Bid, plus a minimum overbid of \$5,000.00. Subsequent to the initial overbid, bidding will continue in increments of no less than \$1,000.00 in cash.

xvii. At the Auction, all bids will be made and received in one room, on an open basis, and all other bidders will be entitled to be present for all bidding with the understanding that the true identity of each bidder will be fully disclosed to all other bidders

and that all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire auction. A record of the auction will be made by a certified court reporter. Each Qualified Bidder will be permitted a reasonable but limited amount of time, as determined by the Special Master, to respond to the previous bid at the Auction. The Special Master may adopt such other rules for the bidding process at the Auction that it deems necessary.

xviii. Immediately prior to the conclusion of any Auction, the Special Master, in consultation with his advisors will: (i) review each bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the proposed sale; (ii) in Special Master's sole discretion, identify the highest or best bid for the Sure Lock Assets and/or the Heritage Assets at the Auction (the "Prevailing Bid"); and (iii) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of the name or names of the maker(s) of the Prevailing Bid for the Sure Lock Assets and/or the Heritage Assets as the "Prevailing Bidder", and the amount and other material terms of the Prevailing Bid.

xix. The Special Master may also designate one or more bids to be a backup bid in the event the Prevailing Bidder does not close (each a "Backup Bid"). The Special Master will present the Prevailing Bid and any Backup Bid to the Court for approval at the Sale Hearing.

xx. Notwithstanding any other provision in these Bidding Procedures to the contrary, the Special Master may: (i) determine, in its business judgment, which bid constitutes the highest or best offer for the Sure Lock Assets and/or the Heritage Assets; and (ii) disqualify, at any time before entry of an order of the Court approving any bid as the Prevailing Bid, any bid that the Special Master determines, in his sole discretion is (A) inadequate or insufficient;

(B) not in conformity with the requirements of the applicable law, the Asset Sale Procedures, or the terms and conditions of sale set forth in the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement; or (C) contrary to the best interests of the Special Master, the Companies, or their creditors.

xxi. The Special Master intends to sell the Sure Lock Assets and/or the Heritage Assets to the Qualified Bidder that submits the highest or best bid. The Special Master will be deemed to have accepted a Qualified Bid only when such Qualified Bid has been approved by the Court at the Sale Hearing.

xxii. Following approval of the Prevailing Bid at the Sale Hearing, if the Prevailing Bidder fails to consummate the approved transaction pursuant to the terms of the Prevailing Bid for any reason, other than a default by the Special Master, the next highest or otherwise best Qualifying Bid (the "Backup Bid"), as determined by the Special Master in the exercise of its business judgment and without further order of the Court, shall be designated by the Special Master as the new Prevailing Bid, and the related Qualifying Bidder (the "Backup Bidder") shall become, upon such designation, the new Prevailing Bidder. The Special Master shall thereupon be authorized, but not required, without further order of the Court, to consummate the transaction contemplated by the new Prevailing Bid with the new Prevailing Bidder. In the event that a Prevailing Bidder fails to consummate the approved transaction because of a material breach or failure to perform on the part of such Prevailing Bidder, the defaulting Prevailing Bidder's Good Faith Deposit shall be forfeited to the Special Master and its estate, and the Special Master and its estate specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

xxiii. The Special Master is hereby authorized to modify or impose, at or prior

to the Auction, additional customary terms and conditions regarding the sale of the Sure Lock Assets and/or the Heritage Assets.

xxiv. The Court hereby establishes dates for the following events set forth in the Bidding Procedures:

Written Bid Deadline:	JULY 1, 2009
Notification of Baseline Bid:	JULY 7, 2009
Auction:	10:00 a.m. on JULY 10, 2009
Sale Hearing:	On or after JULY 11, 2009

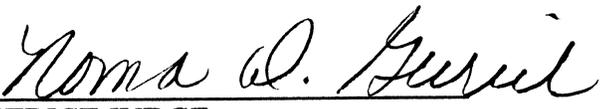
xxv. The designation of any Bidder as a Qualified Bidder, or the approval of a Qualified Bid by this Court, should **NOT** be construed as a statement by the Special Master that the Qualified Bidder is entitled to acquire the assets. EXCLUSIVE AUTHORITY TO DETERMINE WHO MAY OWN AND OPERATE SOME OR ALL OF THE ASSETS MAY REST SOLELY WITH THE OKLAHOMA DEPARTMENT OF CONSUMER CREDIT. Any bidder expressly assumes the risk as to whether they may own and operate the Assets acquired under the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement.

D. This court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

E. Special Master is authorized and empowered to take or perform such actions as may be necessary to effectuate the terms of this Order.

F. This Order is entered without prejudice to the right of Special Master to request an order amending the dates set forth in this Order.

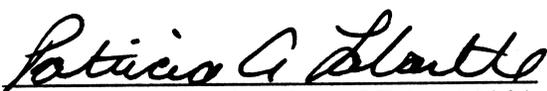
DATED this 21st day of May, 2009.


DISTRICT JUDGE

APPROVED AS TO FORM:


Stephen J. Moriarty, OBA #6410
FELLERS, SNIDER, BLANKENSHIP,
BAILEY & TIPPENS, P.C.
100 N. Broadway, Suite 1700
Oklahoma City, OK 73102
Telephone: 405.232.0621
Facsimile: 405.232.9659
E-mail: smoriarty@fellerssnider.com

SPECIAL MASTER


Patricia A. Labarthe, Esq., OBA # 10391
Jennifer Shaw, Esq., OBA # 20839
Oklahoma Department of Securities
120 N. Robinson, Suite 860
Oklahoma City, OK 73102

ATTORNEYS FOR PLAINTIFF, OKLAHOMA
DEPARTMENT OF SECURITIES