

Sojkara ISP India L.L.C.; Robert J. Seitters; InterGlobal Waste Management, Inc.; Harold A. Katersky; Elkins & Associates Inc.; Heartland Viaticals, Inc.; Eddie Elkins; and James S. Stanley (collectively "Defendants"). Specifically, the Department alleges Defendants offered and sold unregistered securities in violation of Section 301 of the Act, failed to register as broker-dealers or issuer agents or employed unregistered agents in violation of Section 201 of the Act, perpetrated fraud in connection with the offer, sale or purchase of securities in violation of Section 101 of the Act, and unlawfully distributed sales literature in connection with the offer and sale of securities in violation of Section 402 of the Act.

JURISDICTION

2. The Administrator of the Department brings this action pursuant to Section 406.1 of the Act and is the proper party to bring this action against the Defendants.

3. Pursuant to Sections 2 and 413 of the Act, Defendants, in connection with their activities in the offer, sale, and purchase of securities, are subject to the provisions of the Act. By virtue of their transaction of business by contract and otherwise and commission of other acts in this state, Defendants are subject to the jurisdiction of this Court and to service of summons within or outside of this state.

4. Defendants have engaged and are engaging in acts and practices in violation of the Act. Unless enjoined, they will continue to engage in the acts and practices set forth herein and acts and practices of similar purport and object.

DEFENDANTS

5. Trade Partners, Inc. ("TPI") is a Michigan corporation. At all times material hereto, TPI issued, offered and sold securities in and/or from Oklahoma as described herein. On April 15, 2003, the United States District Court for the Western District of Michigan, Southern

Division, Civil Action Number 1:03CV-0236, issued an Agreed Order Appointing Receiver for TPI.

6. TPI Management LLC ("TPI Management") is a Michigan limited liability company and affiliate of TPI. At all times material hereto, TPI Management issued, offered and sold securities in and/or from Oklahoma as described herein.

7. Trade LLC ("Trade LLC") is a Michigan limited liability company and affiliate of TPI. At all times material hereto, Trade LLC issued, offered and sold securities in and/or from Oklahoma as described herein.

8. Thomas J. Smith ("Smith"), an individual, is the President of TPI and controlled all acts of TPI, TPI Management and Trade LLC. At all times material hereto, Smith offered and sold securities in and/or from Oklahoma as described herein.

9. Christine M. Zmudka ("Zmudka"), an individual, is the Vice-President of TPI and controlled all acts of TPI, TPI Management and Trade LLC. At all times material hereto, Zmudka offered and sold securities in and/or from Oklahoma as described herein.

10. Sojkara, L.L.C. a/k/a Sojkara ISP India L.L.C. ("Sojkara") is a Michigan limited liability company and affiliate of TPI. At all times material hereto, Sojkara issued, offered and sold securities in and/or from Oklahoma as described herein.

11. Robert J. Seitters ("Seitters"), an individual, is the President and Managing Member of Sojkara and controlled all acts of Sojkara. At all times material hereto, Seitters offered and sold securities in and/or from Oklahoma as described herein.

12. InterGlobal Waste Management, Inc. ("IWM") is purported to be a California corporation and is an affiliate of TPI. At all times material hereto, IWM issued, offered and sold securities in and/or from Oklahoma as described herein.

13. Harold A. Katersky ("Katersky") is the Chief Executive Officer of IWM and controlled all acts of IWM. At all times material hereto, Katersky offered and sold securities in and/or from Oklahoma as described herein.

14. Elkins & Associates Inc. ("Elkins & Associates") is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto, Elkins & Associates offered and sold securities in and/or from Oklahoma as described herein.

15. Heartland Viaticals, Inc. ("Heartland Viaticals") is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto, Heartland Viaticals offered and sold securities in and/or from Oklahoma as described herein.

16. Eddie Elkins ("Elkins") is an individual who, at all times material hereto, was a resident of Oklahoma doing the acts complained of in his own name and/or in the name of Elkins & Associates, Heartland Viaticals, TPI, Sojkara and/or IWM. At all times material hereto, Elkins offered and sold securities in and/or from Oklahoma as described herein.

17. James S. Stanley ("Stanley") is an individual who, at all times material hereto, was a resident of Oklahoma doing the acts complained of in his own name and/or in the name of the Stanley Agency, Inc., and/or TPI. At all times material hereto, Stanley offered and sold securities in and/or from Oklahoma as described herein.

NATURE OF THE CASE

TRADE PARTNERS' VIATICAL INVESTMENT CONTRACTS

18. Beginning in or around October, 1997, Defendants TPI, TPI Management, Smith, Zmudka, Elkins & Associates, Heartland Viaticals, Elkins and Stanley (collectively, "TPI Viatical Defendants") issued, offered and/or sold securities, in and/or from the state of Oklahoma to investors ("TPI Viatical Investors"), in the nature of interests in the death benefits of one or

more viatical settlement contracts ("TPI Viatical Investment Contracts"). The purchase of TPI Viatical Investment Contracts was evidenced by the execution by TPI Viatical Investors of an Agency/Policy Funding Agreement ("Agreement") prepared and/or distributed by the TPI Viatical Defendants. The Agreement defined viatical settlement contracts to be discounted life insurance policies of terminally ill persons, or viators ("Viatical Settlement Contracts").

19. The Agreement stated that certain of the TPI Viatical Defendants would engage in the identification, qualification, purchase and/or sale of the Viatical Settlement Contracts and would perform the purchasing, marketing, administrative/legal, tracking and customer service duties on behalf of TPI Viatical Investors. The TPI Viatical Investment Contracts were to be managed and proceeds invested by certain of the TPI Viatical Defendants. TPI Viatical Investors were promised a return of 12% to 60% per year.

20. TPI Viatical Investors were told by TPI Viatical Defendants that certain of the TPI Viatical Defendants had specialized knowledge and expertise to make the investments profitable. TPI Viatical Investors had no role in the success or outcome of the investments or in affecting the promised profit on their TPI Viatical Investment Contracts. Instead, TPI Viatical Investors relied completely on the judgment and discretion of certain of the TPI Viatical Defendants for the promised profit. TPI is now in a receivership and TPI Viatical Investors are in danger of losing their money.

21. The TPI Viatical Defendants' representations were made through the use of oral communications and written sales materials.

TRADE PARTNERS MONTHLY INCOME PROGRAMS

22. Beginning in or around July, 1998, Defendants TPI, TPI Management, Smith, and Zmudka (collectively, "LLC Defendants") issued, offered and/or sold securities in and/or from

the state of Oklahoma to investors ("LLC Investors"), in the nature of membership interests in various Michigan limited liability companies including, but not limited to, TPI Monthly Income I LLC; TPI Monthly Income IV LLC; TPI Monthly Income VI LLC; TPI Monthly Income VIII LLC; TPI Monthly Income IX LLC; and TPI Monthly Income XII LLC (collectively, "LLC Interests"). The purchase of LLC Interests was evidenced by the execution of a Subscription for Membership Agreement ("Subscription Agreement") prepared by the LLC Defendants. In the Subscription Agreement, the LLC Defendants represented to LLC Investors that their investments would be secured by life insurance policies that insured the lives of terminally ill persons.

23. The funds paid by LLC Investors for the LLC Interests were to be managed and invested by the LLC Defendants who promised LLC Investors an annual return of 11%, paid monthly, for a guaranteed 24 month period. LLC Defendants represented that LLC Investors would realize high guaranteed annual yields from investments that were fully collateralized. LLC Defendants represented that all fees, including insurance policy premium payments, would be paid by LLC Defendants.

24. LLC Investors had no control over or responsibility for their funds once the funds were remitted to the LLC Defendants. In addition, the Subscription Agreement gave the LLC Defendants the authority to execute any and all documents or instruments on behalf of the LLC Investors.

25. The LLC Defendants' representations were made through the use of oral communications and written sales materials.

TPI PROMISSORY NOTES

26. Beginning in or around May, 2000, Defendants TPI, Smith, Zmudka, Elkins & Associates and Elkins (collectively, "TPI Note Defendants") issued, offered and/or sold securities in and/or from the state of Oklahoma to investors ("TPI Note Investors"). The securities were in the nature of TPI promissory notes executed by certain of the TPI Note Defendants ("TPI Notes"). The TPI Note stated that Defendant TPI promised to repay principal plus interest at the rate of 11% per annum and that the TPI Note was secured by an "Assignment of Borrower's Interest in Viatical Settlement Contracts." The "Assignment of Borrower's Interest in Viatical Settlement Contracts" was prepared and executed by certain of the TPI Note Defendants.

27. TPI Note Investors were told by the TPI Note Defendants that certain of the TPI Note Defendants had specialized knowledge and expertise to make the investments profitable. TPI Note Investors had no role in the success or outcome of the investments or in affecting the promised profit on their TPI Notes. Instead, TPI Note Investors relied completely on the judgment and discretion of the TPI Note Defendants for the promised profit.

28. The TPI Note Defendants' representations were made through the use of oral communications and written sales materials.

SOJKARA NOTES

29. Beginning in or around August, 2001, TPI, Trade LLC, Smith, Zmudka, Sojkara, Seitters, Elkins & Associates, Elkins, and Stanley (collectively, "Sojkara Defendants") issued, offered and/or sold securities, in and/or from the state of Oklahoma, to investors ("Sojkara Investors"), in the nature of promissory notes in the "Sojkara Secured Income Note Program" ("Sojkara Notes"). Sojkara was represented to Sojkara Investors to be an "international multi-

million dollar telecommunications company.” Sojkara Investors were promised annual interest rates of 13% to 18%. The Sojkara Notes were represented to be secured by the assignment of a cash flow participation agreement between Trade LLC and Sojkara (“Note Agreement”). The Note Agreement was represented to be supported by and subject to a collateral assignment of telecommunications licenses and rights executed by Sojkara in favor of Trade LLC (“Collateral Assignment”).

30. Sojkara Investors were told that certain of the Sojkara Defendants had specialized knowledge and expertise to make the investment profitable. The Sojkara Investors had no role in the success or outcome of the investment or in affecting the promised profit on their Sojkara Notes. Instead, Sojkara Investors relied completely on the judgment and discretion of the Sojkara Defendants for the promised profit.

31. The Sojkara Defendants’ representations were made through the use of oral communications and written sales materials.

INTERGLOBAL WASTE MANAGEMENT NOTES AND STOCK

32. Beginning in or around August, 2001, TPI, Smith, Zmudka, IWM, Katersky, Elkins & Associates, and Elkins (collectively, “IWM Defendants”) issued, offered and/or sold securities, in and/or from the state of Oklahoma, to investors (“IWM Investors”). The securities were in the nature of promissory notes in the “InterGlobal Waste Management, Inc. Program” and common stock in InterGlobal Waste Management, Inc. (collectively, “IWM Notes and Stock”). IWM was represented to be “positioned to be the global leader in wastewater treatment.” IWM Investors were promised annual interest rates of 13%. The IWM Notes and Stock were represented by the IWM Defendants to be secured by a pledge agreement from IWM to the IWM Investors.

33. IWM Investors were told by the IWM Defendants that certain of the IWM Defendants had specialized knowledge and expertise to make the investments profitable. The IWM Investors had no role in the success or outcome of their investments or in affecting the promised profit on their IWM Notes and Stock. Instead, IWM Investors relied completely on the judgment and discretion of the IWM Defendants for the promised profit.

34. The IWM Defendants' representations were made through the use of oral communications and written sales materials.

FIRST CAUSE OF ACTION

(Violation of Section 301 of the Act: Failure to Register Securities)

35. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 34 above.

36. The TPI Viatical Investment Contracts are securities as defined by Section 2 of the Act.

37. The LLC Interests are securities as defined by Section 2 of the Act.

38. The TPI Notes are securities as defined by Section 2 of the Act.

39. The Sojkara Notes are securities as defined by Section 2 of the Act.

40. The IWM Notes and Stock are securities as defined by Section 2 of the Act.

41. The securities offered and sold by Defendants are not and have not been registered under the Act as required by Section 301 of the Act. The securities offered and sold by Defendants are not entitled to an exemption from registration pursuant to Section 401 of the Act.

42. By reason of the foregoing, Defendants have violated and, unless enjoined, will continue to violate Section 301 of the Act.

SECOND CAUSE OF ACTION

(Violation of Section 201 of the Act: Failure to Register as Broker-Dealers or Agents and Employing Unregistered Agents)

43. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding cause of action.

44. Defendants TPI, TPI Management, Trade LLC, Sokjara and IWM are issuers as defined in Section 2 of the Act. Defendants Elkins & Associates and Heartland Viaticals, by engaging in the business of effecting transactions in securities for the account of others or for their own account, are broker-dealers as defined in Section 2 of the Act. Defendants Smith, Zmudka, Seitters, Katersky, Elkins and Stanley, by virtue of their efforts and activities in this state in effecting or attempting to effect transactions in securities, are issuer agents as defined in Section 2 of the Act. Defendants Elkins & Associates and Heartland Viaticals are not registered under the Act as broker-dealers, as required by Section 201. Defendants Smith, Zmudka, Seitters, Katersky, Elkins and Stanley are not registered under the Act as issuer agents, as required by Section 201. Defendants TPI, TPI Management, Trade LLC, Sokjara and IWM employed agents who were not registered under the Act to offer and sell securities.

45. By reason of the foregoing, Defendants have violated and, unless enjoined, will continue to violate Section 201 of the Act.

THIRD CAUSE OF ACTION

**(Violation of Section 101(2) of the Act:
Untrue Statements of Material Fact and Omissions of Material Facts
in Connection with TPI Viatical Investment Contracts,
LLC Interests and TPI Notes)**

46. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

47. The TPI Viatical Defendants, in connection with the offer and sale of TPI Viatical Investment Contracts, directly and indirectly, made untrue statements of material facts, including, but not limited to, the following:

- a. that TPI Viatical Investment Contracts would bear no investment risk when TPI is now in receivership and the life insurance policies are in danger of lapsing;
- b. that TPI Viatical Investment Contracts would provide guaranteed profits or returns when the time of payment and the actual rate of return are dependent on when each viator dies;
- c. that funds needed for future premium payments would be placed in a trust fund with restricted access when funds adequate or sufficient to pay such premiums were not so placed;
- d. that TPI Viatical Investors would not incur costs of any type beyond the amount tendered as their purchase price when adequate or sufficient premium reserves were not established and the TPI Viatical Investors may have to make future premium payments to prevent life insurance policies from lapsing; and
- e. that TPI Viatical Investors would be named as beneficiaries on the life insurance policies by the issuing insurance company when TPI Viatical Investors were not so named.

48. The TPI Viatical Defendants, in connection with the offer and sale of TPI Viatical Investment Contracts, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, the following:

- a. any general or specific risk factors associated with the investment;

- b. that the TPI Viatical Investment Contracts are securities under the Act;
- c. that the TPI Viatical Investment Contracts were not registered as securities under the Act or exempt from registration;
- d. that the agents who offered and sold the TPI Viatical Investment Contracts were not registered under the Act;
- e. the background or business experience of TPI officers, directors, or control persons;
- f. the impact on each TPI Viatical Investor's rate of return if premium payments are not maintained or if the viator lives beyond his estimated life expectancy; and
- g. information about how the life insurance policies were monitored or funded.

49. LLC Defendants, in connection with the offer and sale of LLC Interests, directly and indirectly, made untrue statements of material facts, including, but not limited to, the following matters:

- a. that LLC Interests would bear no investment risk when TPI is now in receivership and the life insurance policies securing the LLC Interests are in danger of lapsing; and
- b. that LLC Interests were secured by life insurance policies when the availability of proceeds from such policies is dependent on the death of the viators.

50. LLC Defendants, in connection with the offer and sale of LLC Interests, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, the following:

- a. any general or specific risk factors associated with the investment;
- b. that the LLC Interest is a security;
- c. that the LLC Interests were not registered as securities under the Act or exempt from registration;
- d. that the agents who offered and sold the LLC Interests were not registered under the Act;

- e. the background or business experience of TPI officers, directors, or control persons; and
- f. the impact on each LLC Investor's return if premium payments are not maintained on the life insurance policies securing the LLC Interests or if the viators live beyond their estimated life expectancy.

51. The TPI Note Defendants, in connection with the offer and sale of TPI Notes, directly and indirectly, made untrue statements of material facts, including, but not limited to, that TPI Notes would bear no investment risk when TPI is now in receivership.

52. The TPI Note Defendants, in connection with the offer and sale of TPI Notes, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, the following:

- a. any general or specific risk factors associated with the investment;
- b. that an TPI Note is a security;
- c. that the TPI Notes were not registered as securities under the Act or exempt from registration;
- d. that the agents who offered and sold the TPI Notes were not registered under the Act; and
- e. the background or business experience of TPI officers, directors, or control persons.

53. By reason of the foregoing, the TPI Viatical Defendants, LLC Defendants, and TPI Note Defendants have violated and, unless enjoined, will continue to violate Section 101(2) of the Act.

FOURTH CAUSE OF ACTION

(Violation of Section 101(2) of the Act: Omissions of Material Facts In Connection with Sojkara Notes)

54. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

55. The Sojkara Defendants, in connection with the offer and sale of Sojkara Notes, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made not misleading, including, but not limited to, the following:

- a. that a Sojkara Note is a security;
- b. that the Sojkara Notes were not registered as securities under the Act or exempt from registration;
- c. that the agents who offered and sold the Sojkara Notes were not registered under the Act;
- d. that there was substantial risk to the Sojkara Investors' principal and accrued interest;
- e. that the Sojkara Investors would not receive their funds from the Sojkara Defendants in promised monthly payments of interest or their principal at the end of the term of the Sojkara Notes; and
- f. that some Sojkara Investors were allowed to participate without an actual infusion of money to Sojkara.

56. By reason of the foregoing, the Sojkara Defendants have violated, and unless enjoined, will continue to violate Section 101(2) of the Act.

FIFTH CAUSE OF ACTION

(Violation of Section 101(2) of the Act: Omissions of Material Facts In Connection with IWM Notes and Stock)

57. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

58. IWM Defendants omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading to IWM Investors in connection with the offer, sale and purchase of IWM Notes and Stock including, but not limited to, the following:

- a. that IWM Notes and Stock are securities;
- b. that the IWM Notes and Stock were not registered as securities under the Act or exempt from registration;
- c. that the agents who offered and sold the IWM Notes and Stock were not registered under the Act;
- d. that there was substantial risk to the IWM Investors' principal and accrued interest;
- e. that the IWM Investors would not receive their funds in promised monthly payments of interest from the IWM Defendants or their principal at the end of the term of the IWM Notes; and
- f. that some IWM Investors were allowed to participate without an actual infusion of money to IWM.

59. By reason of the foregoing, the IWM Defendants have violated, and unless enjoined, will continue to violate Section 101(2) of the Act.

SIXTH CAUSE OF ACTION

(Violation of Section 101(3) of the Act: Fraud or Deceit)

60. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

61. Defendants, in connection with the offer, sale and/or purchase of securities, and through the use of the untrue statements of material facts and the omissions of material facts described above, engaged in an act, practice, or course of business that operated as a fraud or deceit upon the TPI Viatical Investors, the LLC Investors, the TPI Note Investors, the Sojkara Investors and the IWM Investors.

62. By reason of the foregoing, the Defendants have violated, and unless enjoined, will continue to violate Section 101(3) of the Act.

SEVENTH CAUSE OF ACTION

(Violation of Section 402 of the Act: Unlawful Distribution of Sales Literature)

63. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

64. In connection with the offer and sale of the TPI Viatical Investment Contracts, the LLC Interests, the TPI Notes, the Sojkara Notes and the IWM Notes and Stock, Defendants provided promotional literature to the TPI Viatical Investors, the LLC Investors, the TPI Note Investors, the Sojkara Investors and the IWM Investors in and/or from the state of Oklahoma.

65. The promotional literature used by Defendants in connection with the offer and sale of the TPI Viatical Investment Contracts, the LLC Interests, the TPI Notes, the Sojkara

Notes and the IWM Notes and Stock was not filed with the Department prior to its use in accordance with Section 402(a) of the Act.

66. By reason of the foregoing, Defendants have violated, and unless enjoined, will continue to violate Section 402(a) of the Act.

PRAYER FOR RELIEF

Defendants have engaged in acts and practices in violation of the Act and have, as a result of these activities, received a substantial amount of money from numerous investors. Unless enjoined, the Defendants will continue to engage in the acts and practices set forth herein and acts and practices of similar purport and object. 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 and other equitable relief to issue against Defendants are necessary to preserve these funds, securities and the records relating thereto and to prevent further violations of the Act.

WHEREFORE, based upon the foregoing, and pursuant to the authority specifically granted by Section 406.1 of the Act, the Department prays that this Court grant the following relief:

I.

A temporary restraining order to issue *instanter*, and a temporary and permanent injunction, restraining and enjoining the Defendants, their agents, servants, employees, assigns and all those persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them, who receive actual notice of the

restraining order or temporary and/or permanent injunction, by personal service, facsimile, or otherwise, and each of them from:

- a. offering and/or selling any security in and/or from this state; and
- b. transacting business in this state as a broker-dealer or agent.

II.

An order prohibiting Defendants, their agents, servants, employees, assigns and all those persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them who receive actual notice of the order, by personal service, facsimile or otherwise, and each of them from tampering with, mutilating, altering, erasing, concealing, removing, destroying or otherwise disposing of any and all books, records, documents, files, correspondence, computer disks, tapes or other data recordings of any type, pertaining or referring to Defendants, any financial transactions by Defendants or any financial transactions to which Defendants were parties or pertaining or referring to the TPI Viatical Investment Contracts, the LLC Interests, the TPI Notes, the Sojkara Notes or the IWM Notes and Stock;

III.

An order *instanter* freezing the assets of Defendants Elkins & Associates Inc., Heartland Viaticals, Inc., Eddie Elkins, and James S. Stanley, and ordering that all financial or depository institutions comply with the Court's order;

IV.

An order *instanter* requiring Defendants to file with this Court and to serve on Plaintiff within ten (10) days of the filing of this Petition, an accounting, under oath, of all their assets and

of all funds received by them as a result of the schemes described herein, and the disposition and/or use of those funds;

V.

An order requiring Defendants to make restitution to any and all investors who purchased securities from Defendants or who transferred money to Defendants for the purpose of making securities investments on their behalf;

VI.

An order requiring Defendants, their agents, servants, employees, assigns, and all persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them, to disgorge all ill-gotten gains;

VII.

An order imposing a civil penalty against each Defendant in the amount of Fifty Thousand Dollars (\$50,000.00); and

VIII.

Such other equitable relief as the Court may deem necessary, just and proper in connection with the enforcement of the Act.

Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES
IRVING L. FAUGHT, ADMINISTRATOR

By:

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STATE OF OKLAHOMA)
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COUNTY OF OKLAHOMA) SS.

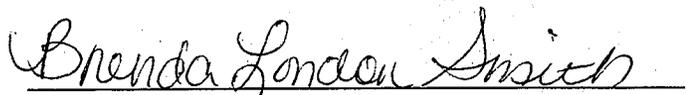
Irving L. Faught, of lawful age, being first duly sworn deposes and says that he is the Administrator of the Oklahoma Department of Securities, that he has read the foregoing Petition for Permanent Injunction and Other Equitable Relief and knows the contents thereof, and that the matters and things stated therein have been provided to him by staff members of the Department under his authority and direction, and are true and correct to the best of his knowledge, information and belief.

(SEAL)



IRVING L. FAUGHT, ADMINISTRATOR OF THE
OKLAHOMA DEPARTMENT OF SECURITIES
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Subscribed and sworn to before me this 29th day of July, 2004.


Notary Public

My Commission Expires: August 26, 2005
My Commission No.: 01013792
NOTARIAL SEAL