

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

**FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.**

JAN 20 2009

Oklahoma Department of Securities)
ex rel. Irving L. Faught, Administrator,)
)
 Plaintiff,)
)
 vs.)
)
 Jerry D. Cash,)
)
 Defendant,)
)
 -and-)
)
 Sherry J. Cash)
)
 Intervenor.)

PATRICIA PRESLEY, COURT CLERK
 by _____
 DEPUTY

Case No. CJ-2008-7963

**INTERVENOR'S MOTION TO MODIFY TEMPORARY
INJUNCTION AND ORDER FREEZING ASSETS**

Comes now the Intervenor, Sherry J. Cash (the "Intervenor"), and for her Motion to Modify Temporary Injunction and Order Freezing Assets, states as follows:

Procedural History

1. Plaintiff, the Oklahoma Department of Securities, *ex rel.* Irving L. Faught (the "Department"), initiated this action on August 29, 2008 by filing its Petition for Injunction and other Equitable Relief (the "Petition").

2. The Petition alleges that the Defendant, Jerry D. Cash ("Defendant"), violated Section 1-501 of the Oklahoma Uniform Securities Act of 2004 (the "Act") by engaging in acts, practices, or a course of business that operated and continues to operate as a fraud or deceit upon other persons in connection with the offer, sale or purchase of securities. Through the Petition, the Department sought an injunction and other equitable relief against the Defendant to preserve money and assets

and prevent further violations of the Act.

3. On August 29, 2008, this Court issued a temporary injunction and order freezing assets (the "Injunction" and the "Freeze") against Defendant.

4. The Injunction enjoins Defendant from:

- (a) Violating any provision of the act; and
- (b) Tampering with, mutilating, altering, erasing, concealing, removing, destroying or otherwise disposing of any books, records, documents, files correspondence, computer disks, tapes or other data recordings of any type pertaining to Quest Resource Corporation, Quest Energy L.P., Rockport Energy, L.L.C., and any of their subsidiaries and affiliates.

5. The Freeze froze all assets of the Defendant, wherever located, including, but not limited to, any real property, personal property, funds and/or securities located in any bank, depository institution, brokerage firm, or internet based bank, securities or other financial institution account. The Freeze also applies to assets in the name of any individual or entity controlled by Defendant or over which Defendant has signatory or other designated authority.

6. However, NBanC account no. xxxx2271, Coppermark Bank account no. xxxx8950 and Coppermark Bank account no. xxxx9065 (the "Excluded Accounts") were specifically excluded from the Injunction and Freeze for purposes of making the following payments:

- (a) Ordinary, necessary and recurring living expenses of Defendant and Intervenor;
- (b) Reasonable attorneys' fees and expenses incurred; and
- (c) Ordinary, necessary and recurring expenses related to the business operations of STP Newco and Rockport Energy, L.L.C.

7. On September 8, 2008, the Court entered an order permitting Defendant to liquidate certain securities and to direct the transfer of all cash realized from the liquidated securities to

Defendant's attorneys' trust account for payment of attorneys' fees and expenses.

8. On November 4, 2008, the Court entered an order permitting the following disbursements from the Excluded Accounts:

- (a) \$36,368.00 (less 5% if paid up front to Talbott Recovery Center);
- (b) \$15,000.00 to Josh Welch;
- (c) \$1,500.00 to Defendant for miscellaneous expenses while at Talbott Recovery Center; and
- (d) \$85.00 to Defendant for airfare reimbursement.

In doing so, the Court made the specific finding that the foregoing disbursements were reasonable and necessary living expenses of Defendant.

9. On November 21, 2008, the Department filed its Motion to Modify Temporary Injunction and Order Freezing Assets (the "Department's Motion"). The Department's Motion sought to modify the terms of the Injunction and Freeze by, among other things, further limiting the expenditures of Defendant and Intervenor and establishing a budget of \$1,000.00 per month for Intervenor for food, fuel, personal care services and apparel.

10. Intervenor is the spouse of Defendant. On November 21, 2008, Intervenor filed a Petition for the Dissolution of her Marriage to Defendant (the "Dissolution Action").

11. On November 25, 2008, the Court further modified the Injunction and Freeze by directing the disclosure of certain bank or depository institution information with respect to Rockport Energy, L.L.C. to certain members of Rockport Energy, L.L.C. (i.e., Bryan T. Simmons and Steven Hochstein).

12. On December 4, 2008, Intervenor filed her Application for Temporary Orders in the

Dissolution Action (the "Application") and her Motion to Intervene in this action (the "Motion to Intervene"). The Application sought, among other things, an award of temporary support alimony, suit money and costs for Intervenor in order for her to be able to meet her monthly needs and assert her claims and/or defenses in both the Dissolution Action and this action. The Motion to Intervene sought an order allowing Intervenor to intervene in this action and orders of this Court:

- (a) Determining Intervenor's reasonable and necessary monthly temporary support needs and providing for the payment of reasonable and necessary temporary attorneys' fees, suit money and costs for the Dissolution Action and this action; or
- (b) Authorizing the Court in the Dissolution Action to enter any necessary and appropriate orders for such reasonable and necessary temporary support, temporary attorneys' fees, suit money and costs.

The Motion to Intervene also specifically objected to the Department's Motion to the extent it sought to establish a budget of \$1,000.00 per month for Petitioner and to prevent Petitioner from incurring any debt.

13. On December 19, 2008, a hearing was held on the Department's Motion and the Motion to Intervene. Neither the Department nor the Defendant objected to the Motion to Intervene. Therefore, on that date, the Court entered an order allowing Intervenor to intervene and approving the filing of her Petition in Intervention. A copy of the filed Petition in Intervention is attached as Exhibit "A." With respect to the Department's Motion, the Court heard argument of counsel and further modified the Injunction and Freeze by allowing the following payments from the Excluded Accounts:

- (a) \$2,500.00 to Intervenor on January 1, 2009 and February 1, 2009; and
- (b) \$2,000.00 to Intervenor for Christmas travel and gifts.

The Court denied the Department's Motion to the extent that it sought to prohibit Intervenor from incurring any debt in their own name provided that the debt:

- (a) Is her individual debt;
- (b) Does not subject Defendant to additional liabilities; and
- (c) Does not encumber any property subject to the Injunction and Freeze.

Pursuant to the Court's ruling, the judge presiding over the Dissolution Action has no authority to make an award of temporary support, temporary attorneys' fees or suit money exceeding \$2,500.00 per month until further order of the Court. A copy of the transcript of the December 19, 2008 proceedings is attached as Exhibit "B."

14. In making its December 19, 2008 ruling, the Court made the following statements with respect to further modification of the Injunction and Freeze relative to Intervenor's request for temporary support, temporary attorneys' fees and suit money in response to inquiries by counsel for Intervenor:

MR. CAMPBELL: So if I understand your Honor correctly, the order regarding the \$2,000 for Christmas presents or travel expenses, and the maximum amount, or the one-time payment of \$2,500, that is temporary in nature pending me filing a motion in this court and putting on evidence that would support you raising those limits?

THE COURT: Right. To show that there are certain funds that clearly are not funds that should be subject to. So I'm going to order the \$2,000 disbursement immediately. And then beginning January 1, there will be a temporary – I will release \$2,500 to her pending two things: The divorce judge setting an amount of either 2,500 or less, depending on what they think her living expenses are; and, secondly, Mr. Campbell, you being able to establish to me there are additional funds that I have frozen that should not be frozen and were separate funds that could be released.

MR. CAMPBELL: And if I'm able to get the hearing before your Honor heard, scheduled and heard, before I'm able to get the temporary order heard - -

THE COURT: Then obviously, there will be more or, perhaps, less money available for the FD judge. So if you can - -

MR. CAMPBELL: But I'm free to come here first if that's the way it works out?

THE COURT: Right. But right now the only thing I'm authorizing is up to the 2,500.00. And I will order a 2,500 disbursement on January 1, because I know that you won't get a temporary hearing before that.

See: Exhibit "B" at page 25 (lines 19-25) and page 26 (lines 1-22).

Basis for Requested Modification of Injunction and Freeze

15. Intervenor married Defendant on September 30, 2001.

16. During their marriage, Intervenor and Defendant accumulated certain assets and liabilities which should be equitably divided between them in the dissolution action. *See*: Title 43 *Okla. Stat.* § 121 (B). Those assets are the subject of the Injunction and Freeze.

17. Among the marital assets of Intervenor and Defendant is their current marital residence located at 7401 Nichols Road, Oklahoma City, Oklahoma (the "Nichols Road Property").

18. The Nichols Road property was acquired by Intervenor and Defendant by Joint Tenancy Warranty Deed on or about April 5, 2004. A copy of that Joint Tenancy Warranty Deed is attached as Exhibit "C."

19. The purchase price paid by Intervenor and Defendant for the Nichols Road Property was \$1,900,000.00. Prior to purchasing the Nichols Road Property, Intervenor and Defendant owned and resided in a home located at 1603 Dorchester Drive, Oklahoma City, Oklahoma (the "Dorchester

Drive Property”).

20. The \$1,900,000.00 purchase price for the Nichols Road Property was paid as follows:
 - (a) \$100,000.00 down payment;
 - (b) \$1,400,000.00 promissory note payable to seller (secured by mortgage and other collateral); and
 - (c) \$800,000.00 for transfer of Dorchester Drive Property to seller.

The Dorchester Drive property was transferred by Intervenor and Defendant to the seller of the Nichols Road Property by Warranty Deed on or about April 5, 2004 contemporaneously with the acquisition of the Nichols Road Property by Intervenor and Defendant. A copy of the Warranty Deed is attached as Exhibit “D.”

21. Under the terms of the contract for sale of residential real estate by which the Intervenor and Defendant acquired the Nichols Road Property, the parties specifically agreed that the value attributable to the Dorchester Drive Property to be applied to the purchase price for the Nichols Road Property was \$800,000.00.¹ A copy of the contract is attached as Exhibit “E.” *See*: Exhibit “E” (subparagraph 2 (c) at page 2.) Moreover, the date of the acquisition of the Nichols Road Property and of the transfer of the Dorchester Drive Property by Intervenor and Defendant predate any of the wrongful acts by the Defendant as alleged by the Department.

22. Therefore, at least \$800,000.00 in marital funds unrelated to any of the wrongful acts alleged to have been committed by Defendant are currently the subject of the Injunction and Freeze.

23. For that reason, Intervenor submits that the Court should modify its December 19,

¹This value is further supported by the fact that the Dorchester Drive Property was resold less than a year later for \$850,000.00. *See*: Joint Tenancy Warranty Deed attached as Exhibit “F.” (\$1,275.00 documentary stamp tax ÷ \$1.50 per thousand = \$850 thousand.)

2008 ruling to provide that the Court in the Dissolution Action is free to enter any temporary orders providing for the payment of temporary support alimony, temporary attorneys' fees, suit money or other costs and expenses which, in the aggregate, do not exceed \$800,000.00.

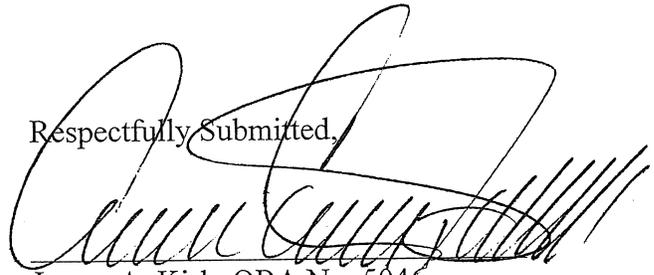
24. Such an order would be in keeping with this Court's previous orders and this Court's previous treatment of the Defendant. This Court's prior orders recognize that both Intervenor and Defendant have needs for ongoing living expenses. For that reason, the Court provided for such expenses to be paid from the Excluded Accounts. In addition, the Court has previously approved substantial distributions on behalf of Defendant to provide for Defendant to attend a treatment facility in Atlanta, and to pay Defendant's attorneys' fees and other necessary living expenses. Equal, if not greater, consideration should be given to the Intervenor's request for an order which would allow the Court in the Dissolution Action to provide for her temporary support and litigation expense needs. That is especially true given the fact that no allegations of wrongdoing have been asserted against Intervenor.

25. Intervenor is in need of not only living expenses but also attorneys' fees and suit money for the prosecution of the Dissolution Action and the protection of her interest in this proceeding.

Prayer

WHEREFORE, Intervenor prays that this Court modify its December 19, 2008 ruling to authorize the Court in the Dissolution Action to award temporary support alimony, attorneys' fees and suit money to Intervenor in an amount not exceeding \$800,000.00, in the aggregate, from the Excluded Accounts and/or other assets now subject to the Injunction and Freeze.

Respectfully Submitted,



James A. Kirk, OBA No. 5046
Allen Campbell, OBA No. 10229
KIRK & CHANEY
101 Park Avenue, Suite 800
Oklahoma City, Oklahoma 73102
(405) 235-1333
(405) 235-5914 facsimile
Attorneys for Intervenor

NOTICE OF HEARING

The Intervenor's Motion to Modify Temporary Injunction and Order Freezing Assets is set before the honorable Patricia Parrish, on the 13th day of February, 2009. @ 9:00

CERTIFICATE OF SERVICE

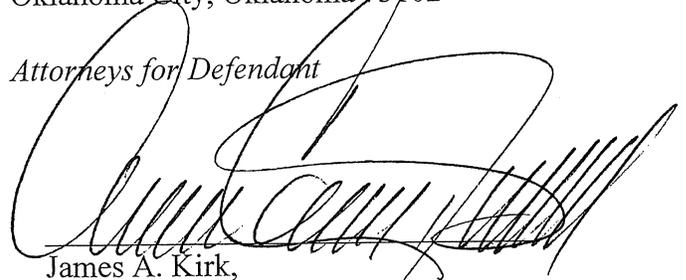
I hereby certify that on this 20th day of January, 2009, the above and foregoing document was mailed via U.S. Mail, postage pre-paid, to the following:

Shaun Mullins
Amanda Cornmesser
Jennifer Shaw
Oklahoma Department of Securities
120 North Robinson, Suite 860
Oklahoma City, Oklahoma 73102

Attorneys for Plaintiff

Patrick Ryan
Ryan, Whaley & Coldiron, P.C.
119 North Robinson Avenue
900 Robinson Renaissance
Oklahoma City, Oklahoma 73102

Attorneys for Defendant



James A. Kirk,
Allen Campbell

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

DEC 18 2008

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

Oklahoma Department of Securities)
ex rel. Irving L. Faught, Administrator,)

Plaintiff,)

vs.)

Jerry D. Cash,)

Defendant,)
)

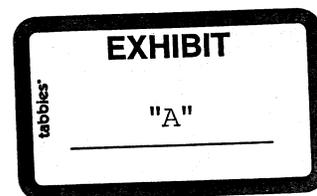
Case No. CJ-2008-7963

PETITION IN INTERVENTION

Sherry J. Cash ("Intervenor"), for her Petition in Intervention, alleges and states as follows:

1. On August 29, 2008 the Oklahoma Department of Securities brought the above-captioned action against defendant, Jerry D. Cash ("Cash").
2. Intervenor is the spouse of Cash. _____
3. On September 2, 2008 a Temporary Injunction and Order Freezing Assets was filed in this case which froze the assets of Cash (and Intervenor) (the "Freeze").¹
4. The Freeze includes, but is not limited to, any real property, personal property, funds or other securities located in any bank, depository institution, brokerage firm, or internet based bank, securities or other financial institution account (the "Assets").
5. As the spouse of Cash, Intervenor has, or may have, a legal and/or equitable interest in some, or all, of the Assets.
6. Intervenor had no knowledge of or participation in any of the wrongful acts which Plaintiff alleges were committed by Cash.

¹ The Freeze also froze the assets of Intervenor to the extent that Cash has any signatory or other designated authority over such assets (e.g., joint assets of the marital estate).

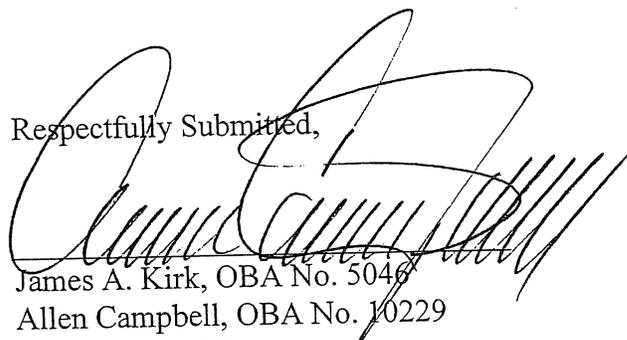


7. Intervenor's interest in the Assets should be determined and the Court should enter such orders as are necessary and appropriate to preserve and protect Intervenor's interest in the Assets.

Prayer

WHEREFORE, premises considered, Intervenor respectfully requests that the Court determine her interest in the Assets and enter such orders as may be necessary and appropriate to preserve and protect her interest in the Assets.

Respectfully Submitted,



James A. Kirk, OBA No. 5046

Allen Campbell, OBA No. 10229

KIRK & CHANEY

101 Park Avenue, Suite 800

Oklahoma City, Oklahoma 73102

(405) 235-1333

(405) 235-5914 facsimile

Attorneys for Intervenor

CERTIFICATE OF SERVICE

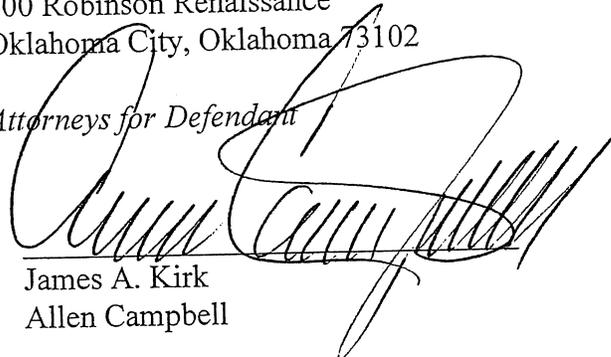
I hereby certify that on this 19th day of December, 2008, the above and foregoing document was mailed via U.S. Mail, postage pre-paid, to the following:

Shaun Mullins
Amanda Cornmesser
Jennifer Shaw
Oklahoma Department of Securities
120 North Robinson, Suite 860
Oklahoma City, Oklahoma 73102

Attorneys for Plaintiff

Patrick Ryan
Ryan, Whaley & Coldiron, P.C.
119 North Robinson Avenue
900 Robinson Renaissance
Oklahoma City, Oklahoma 73102

Attorneys for Defendant



James A. Kirk
Allen Campbell

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Sherry J. Cash, being duly sworn, states that she is the above-named Intervenor; that she has read the foregoing Petition in Intervention and is familiar with the contents thereof; and that the facts therein set forth are true and correct to the best of her knowledge and belief.

Dated this 3rd day of December 2008.

Sherry J. Cash
Sherry J. Cash

Subscribed and sworn to this 3rd day of December 2008.

Pamela A. Thielen
NOTARY PUBLIC

My Commission Expires: 7/7/2012

My Commission Number: 11242



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of
Securities, ex rel.,
Irving L. Faught,
Administrator,

Plaintiff,

vs.

Jerry D. Cash,

Defendant.

COPY

Case No. CJ-2008-7963

* * * * *

TRANSCRIPT OF PROCEEDINGS

HAD ON THE 19TH DAY OF DECEMBER, 2008

BEFORE THE HONORABLE PATRICIA G. PARRISH,

DISTRICT JUDGE

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

DEC 30 2008

PATRICIA PRESLEY, COURT CLERK
by _____
Deputy

EXHIBIT

tabbies

"B"

Reported by: Karen Twyford, RPR

DISTRICT COURT OF OKLAHOMA -- OFFICIAL TRANSCRIPT

1 APPEARANCES

2

3 For the Plaintiff:

4

5

Mr. Shaun Mullins, Attorney at Law

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Oklahoma Department of Securities

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120 North Robinson, Suite 860

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Oklahoma City, Oklahoma 73102

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11 For the Defendant:

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Mr. Patrick Ryan, Attorney at Law

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19 For the Intervenor:

20

21

Mr. Allen Campbell, Attorney at Law

22

101 Park Avenue, Suite 800

23

Oklahoma City, Oklahoma 73102

24

25

1 (Whereupon, the following proceedings were had on
2 the 19th day of December, 2008, to-wit:)

3 THE COURT: We're on the record in the case of
4 Oklahoma Department of Securities versus Jerry Cash, Case
5 No. CJ-2008-7963. Counsel, if everyone would announce
6 their appearances for the record.

7 MR. MULLINS: Shaun Mullins for the Oklahoma
8 Department of Securities.

9 MR. RYAN: Pat Ryan for the Defendant Jerry Cash.

10 MR. CAMPBELL: Allen Campbell for the Intervenor
11 Sherry Cash.

12 THE COURT: It's my understanding -- off the
13 record we had a discussion, and Sherry Cash has entered --
14 has filed a motion to intervene in this case. And it's my
15 understanding that the Department has no objection to that;
16 is that correct?

17 MR. MULLINS: To her intervention?

18 THE COURT: To her intervention.

19 MR. MULLINS: That is correct.

20 THE COURT: Does Mr. Cash have an objection?

21 MR. RYAN: No, your Honor.

22 MR. CAMPBELL: Your Honor, there is one matter, in
23 the nature of a housekeeping matter, that I think I have an
24 obligation to raise with the Court, and that is: Under the
25 statute when you file a motion to intervene you're supposed

1 to attach the pleading that you intend to file. In this
2 case, it's a petition in intervention that was attached as
3 Exhibit C. In anticipation of Mr. Mullins' and Mr. Ryan's
4 clients not having an objection, we prepared that petition
5 of intervention in anticipation of filing it today.

6 There was a clerical error at my office, and it
7 got filed yesterday. So in terms of the court file, the
8 timing between the actual approval of the intervention and
9 the file stamp on that petition is out of sequence. And I
10 just want to make sure that on the record I acknowledge
11 that that was done through inadvertence. And whatever
12 order that we need to do to fix that, I would ask that we
13 handle that today.

14 THE COURT: The Court, then, because there is no
15 objection, is going to grant Ms. Cash's -- and let me just
16 make certain. It's my understanding her reason for
17 intervening is that she has now filed -- there is a
18 petition for dissolution of marriage between her and
19 Mr. Cash; is that correct?

20 MR. CAMPBELL: Yes. And some of the assets that
21 are involved in this proceeding, that has been filed by the
22 Department of Securities, encompass assets that are part of
23 the marital estate. Our client has an interest in those
24 assets. For that reason, under the statutes, we believe
25 she has the right to intervene in this case.

1 THE COURT: Okay. Right. Then as far as the fact
2 that the petition was actually inadvertently filed
3 yesterday, the Court is going to still approve the filing
4 of the petition of intervention. So I will basically make
5 my order authorizing the petition of intervention effective
6 prior to the actual filing of the petition.

7 MR. CAMPBELL: Do you think I should submit a
8 brief journal entry to you so that that would be clear in
9 the file?

10 THE COURT: It certainly wouldn't hurt to have
11 something like that.

12 MR. CAMPBELL: I will prepare a one-line journal
13 entry.

14 THE COURT: Just put in here that you can make it
15 effective -- my order will be dated today, but my order
16 allowing you to intervene will be effective at whatever
17 would be the appropriate date, predating.

18 MR. CAMPBELL: What I did yesterday through
19 inadvertence would be deemed to have been done today,
20 essentially?

21 THE COURT: Yes, that's fine.

22 MR. CAMPBELL: Thank you, your Honor.

23 THE COURT: Let me ask, then: We've got
24 plaintiff's motion to modify the temporary injunction and,
25 obviously, Ms. Cash hasn't filed because she wasn't a

1 party. But, Mr. Ryan, did you file an objection to the
2 motion to modify?

3 MR. RYAN: No, your Honor.

4 MR. CAMPBELL: I did, in the motion to intervene,
5 your Honor, express two objections to the relief requested
6 by the Department of Securities. And if you will go to, I
7 believe, the third or fourth page toward the top, the
8 Department of Securities has asked for two specific items
9 of relief that bear directly on my client's interest.

10 The first is they want to establish that my client
11 received a stipend for her living expenses, that are not
12 being taken care of directly through other means, at
13 \$1,000. In our motion to intervene, we indicate that we
14 believe that that \$1,000 stipend would be inadequate to
15 meet her reasonable monthly expense needs. Also, in the
16 motion to intervene, they have asked that my client be
17 prohibited from incurring any new debt. And we have an
18 objection to that, because my client may, in deed, have the
19 need to incur debt, whether on an interim basis, for her
20 attorneys, or for otherwise.

21 THE COURT: Let me ask this: On the second issue,
22 Mr. Mullins, if she incurs additional debt but doesn't
23 encumber any of the assets that the Department is
24 seeking -- I'm not quite certain. When you say, "incur
25 debt," if she wants to go take out a credit card, wouldn't

1 she personally be liable for it?

2 MR. CAMPBELL: My position is, as I read their
3 motion, they want her to be under an absolute prohibition
4 of incurring any new debt. As long as she remains
5 individually and personally, solely responsible for that
6 debt, and it doesn't encumber either Mr. Ryan's client or
7 any of the property, I don't think that's an appropriate
8 order. I think she should be free to incur debt.

9 THE COURT: The Department is not seeking any
10 monetary relief against Ms. Cash, are they?

11 MR. MULLINS: At this point, no, your Honor.

12 THE COURT: Do you have any objection, as long as
13 she's not encumbering any of the property that is subject
14 to the temporary restraining order and it's something that
15 she goes out and applies for a Visa card and she's
16 personally responsible, do you have an objection for her
17 incurring that sort of debt?

18 MR. MULLINS: As far as -- so that I may put this
19 in some context, your Honor, as part of the original asset
20 freeze that we entered in this matter, the defendant was
21 required to submit to the Department various reports on a
22 two-week basis of what the expenditures were that were
23 permitted under the original asset freeze. Those reports
24 submitted to the Department indicated credit card balances
25 that were either increasing or being reduced in excess of

1 the minimum payments. So we would, to the extent that
2 those debts might be incurred with respect to Mr. Cash
3 and/or affect the restitution to the victims in this case,
4 which is the company.

5 THE COURT: Well, are you suggesting that she
6 continue to be able to use accounts that Mr. Cash may be
7 responsible for --

8 MR. CAMPBELL: No, your Honor.

9 THE COURT: -- the joint checking accounts, the
10 joint credit cards?

11 MR. CAMPBELL: No. My objection is to the
12 absolute prohibition against any new debt. We believe that
13 she should be free to go out in her own name, individually,
14 and incur whatever debt she sees fit, as long as neither
15 Mr. Ryan's client is subjected to any additional liability,
16 or the assets that the Department has subject to the freeze
17 are not encumbered. In that regard, we think she should
18 have that freedom.

19 Also, in terms of any argument that we have
20 regarding her monthly expense, where they're trying to set
21 an allowance for her, to the extent that she does anything
22 unreasonable, they would be free to say that we have done
23 something unreasonable.

24 THE COURT: Let me ask, then, because I certainly
25 don't have -- unless you convince me otherwise -- any

1 objection to, for instance, the Neiman Marcus charge. I'm
2 assuming that was a joint account, perhaps, and that
3 Mr. Cash is ultimately going to be responsible for that.
4 So I certainly have no objection as long as she's not using
5 joint credit cards and she's not encumbering any assets
6 subject to the temporary restraining order.

7 If she wants to go down to BancFirst and borrow
8 \$100,000 in her own name, and isn't offering as security
9 anything that is subject to temporary restraining order, I
10 have no objection to her, on her own, incurring additional
11 liability, as long as it doesn't in any way subject
12 Mr. Cash to additional liability where the monies may be
13 something that the Department ends up recovering.

14 MR. MULLINS: Right.

15 MR. CAMPBELL: And that is our request, your
16 Honor.

17 MR. MULLINS: I wouldn't think that we would
18 disagree, only to the extent that it does not affect the
19 assets that are within the freeze.

20 THE COURT: Correct. Or a joint credit card that
21 Mr. Cash is going to have additional liability to that
22 brings them into claiming some additional funds.

23 MR. MULLINS: That would otherwise be available to
24 the victims. Yes, your Honor.

25 THE COURT: With regard to the \$1,000 a month --

1 and I'm not quite certain how this case is going to
2 dovetail with the divorce proceeding. Has there been a
3 temporary support order entered --

4 MR. CAMPBELL: No, your Honor.

5 THE COURT: -- in the divorce case?

6 MR. CAMPBELL: The reason why was because we were
7 very much sensitive to the existence of this action and the
8 fact that this action was filed first. So in our motion to
9 intervene, we essentially do two things: We advise the
10 Court of the existence of the dissolution proceeding that
11 we filed on behalf of Ms. Cash, and also of the fact that
12 we filed an application for temporary order in that case.

13 We intentionally did not set the application for
14 temporary order for hearing. And, instead, what we asked
15 for in the way of relief was that this Court either hear
16 our client's request for an appropriate interim arrangement
17 for the payment of her necessary expenses, et cetera, or
18 that somehow the judge on the first floor in the domestic
19 division be authorized to do that. But we were sensitive
20 about selecting who would be the most appropriate -- which
21 forum would be the most appropriate.

22 THE COURT: Who is the divorce judge?

23 MR. CAMPBELL: I knew you were going to ask me
24 that --

25 THE COURT: That's fine.

1 MR. CAMPBELL: -- and I don't recall because I
2 didn't set it for hearing.

3 THE COURT: Let me ask: Does Mr. Cash -- is this
4 going to involve sort of almost like two pots of money:
5 Funds that Mr. Cash may have that are not subject to the
6 temporary restraining order that would be available for her
7 temporary support; and then funds that are subject to the
8 temporary restraining order which, arguably, are or are not
9 Mr. Cash's funds?

10 MR. CAMPBELL: I wish very much I could respond to
11 that question more intelligently than I am able to today;
12 that's what I'm trying to figure out. I have not yet had
13 an opportunity to really determine what is there in terms
14 of assets, liabilities, income, and expenses. And also,
15 your Honor, we will have a very real issue about tracing
16 the source of these funds, because we believe that there
17 may be a substantial amount of money that even the
18 Department would have to agree that neither Mr. Cash nor
19 Ms. Cash obtained through any improper means.

20 So we're in a position where we're trying to
21 figure out exactly what is there, what is in the marital
22 estate, what may or may not be subject to the Department's
23 order.

24 THE COURT: Let me ask this, Mr. Ryan: Mr. Cash,
25 it's my understanding, is currently in a treatment center;

1 is that correct?

2 MR. RYAN: Yes, your Honor.

3 THE COURT: So is there even, whether I do it or
4 whether I send it down to the first floor to determine what
5 her temporary support is going to be, is that something
6 that can be done while Mr. Cash is in treatment? Can he
7 come back for the hearing?

8 MR. RYAN: He doesn't object to her having a
9 reasonable amount of monies, whether it be by you or
10 divorce court. He understands she needs money to live on.
11 The problem is that all of his assets are tied up in this
12 freeze order, so he doesn't have the ability to do anything
13 without your Honor allowing money to come out of the funds
14 that are frozen.

15 THE COURT: Okay.

16 MR. RYAN: Does that make sense?

17 THE COURT: Right. And I didn't know if he had
18 another source of income somewhere, but I knew he was in
19 treatment now, so I assumed there were no monies coming in.

20 Mr. Mullins, what is your position with regard
21 to -- I mean, \$1,000 a month isn't -- well, I say that,
22 it's more than minimum wage. A lot of people live on less
23 than \$1,000 a month; but I really would, either myself or
24 some judge on the first floor -- I'm sort of hesitant about
25 sending this to the first floor to make a decision, because

1 I think part of the decision as to what her support is
2 going to be is going to depend, in part, some sort of
3 convincing that some of these funds are, in fact, separate
4 funds that aren't subject to this entire mess to begin
5 with.

6 So I think there would need to be a hearing to
7 establish what funds are possibly there, not an exact
8 number, but at least there is a pool of funds. Because I
9 will tell you, I'm not certain that Ms. Cash would be
10 entitled to much if these funds are all funds that were
11 illegally obtained. She's, unfortunately, in the same pot
12 as all the other people that are claiming they were
13 defrauded.

14 MR. CAMPBELL: And I understand, your Honor. And
15 when we filed our motion we made a point to specifically
16 state that our client had absolutely no knowledge or
17 awareness of any of the alleged wrongdoing. We believe
18 that she is completely innocent of any of the allegations
19 of wrongdoing that have been made. In equity, we believe
20 that she has a claim, and we are -- we have, thus far, been
21 able to trace what we estimate to be \$800,000 worth of
22 value that came from a prior marital residence that is in
23 this marital estate.

24 And our efforts are far from complete in terms of
25 trying to trace, so we feel comfortable that there are

1 funds that were not obtained in any way through any kind of
2 improper conduct that we can trace. In our motion to
3 intervene, we essentially made two objections. And the
4 first one you dealt with, and that is the prohibition
5 against her incurring any additional debt.

6 And the other one was to say that we believe the
7 \$1,000 proposed by Mr. Mullins is inadequate. Now, that is
8 in addition to all the other things that are being paid
9 directly. There is an accountant in place, Mr. Swearingen,
10 out of Shawnee. He has been paying the mortgage payment,
11 the insurance, those kinds of things. But there are
12 certain expenses that our client has to have money for to
13 pay directly.

14 Mr. Mullins' proposal has been \$1,000. I don't
15 want to improperly get into any kind of settlement
16 discussions, but we have been talking, and I have submitted
17 a budget to Mr. Mullins. And the budget that I have
18 submitted to Mr. Mullins is for essentially \$4,520 a month.
19 I would point out to the Court that there is a
20 typographical error under transportation. There isn't a
21 car payment, there is a lease that is being paid for
22 directly. But that would be for fuel, that would be for
23 oil changes of a \$250 amount.

24 I have asked Mr. Mullins for \$4,520 a month on an
25 ongoing basis. And in addition to that, I've asked

1 Mr. Mullins to provide us a one-time payment of \$4,750 for
2 Christmas. My client has ten persons that she has
3 indicated to me that she needs to buy Christmas presents
4 for. And she also has some family members in Houston,
5 Texas, that she historically spends Christmas with. And
6 she wants to be able to fly to Houston, buy her Christmas
7 presents either before or after going there, and attend the
8 family Christmas function and have that money for presents,
9 travel expenses, and incidentals.

10 THE COURT: Are there minor children?

11 MR. CAMPBELL: No, there are not, your Honor.

12 MR. MULLINS: Your Honor, if I might --

13 THE COURT: I won't cut you off, but let me just
14 ask this: Are you just asking that I enter an order until
15 we can have, perhaps, a more full-blown hearing? Do
16 you-all both agree -- I mean, I have many issues here.
17 First issue is: Does everyone agree that I need to set the
18 temporary living allowance for her today? Something needs
19 to be entered today to get her, if nothing else, to get her
20 through the next 30 or 60 days.

21 MR. CAMPBELL: We have that immediate need. We
22 have an immediate need of the impending Christmas holiday,
23 and also her need for money until we can have a full-blown
24 hearing on what is a reasonable monthly budget for her.

25 THE COURT: Is that what you want me to do today

1 is set some sort of -- do you agree I should set some sort
2 of temporary order until we can have a full-blown hearing
3 on this?

4 MR. MULLINS: Your Honor, I'm here today to argue
5 what is in our motion, which does establish -- you're
6 correct, it does establish what we requested to be the
7 budget for Mrs. Cash, in essence. The Department has
8 always been concerned about this asset freeze which arises
9 out of a security fraud case being somehow converted into a
10 divorce proceeding; that is not the essence of this case,
11 in our opinion.

12 Mr. Campbell mentioned the segregation of funds or
13 the separate property type of issues. Our position would
14 be that may very well be for a later date. But as of
15 today, as part of this security fraud case, we're
16 requesting the relief that we seek in our application,
17 which is to put Mrs. Cash on a budget.

18 MR. CAMPBELL: Your Honor, I didn't mean to
19 interrupt.

20 THE COURT: And you're saying that the budget
21 needs to be \$1,000 and he is saying it needs to be 4,500.

22 MR. MULLINS: Mr. Campbell is correct. He's
23 submitted exactly what he has represented, and we have
24 responded. Having said that, though, I certainly think it
25 is not in the best interest of investors to -- I seriously

1 doubt that the victims of this case care whether or not
2 Mrs. Cash buys Christmas gifts.

3 MR. CAMPBELL: Your Honor, just in brief response:
4 One, in terms of this case being somehow converted to a
5 divorce case, that's not at all our intention. First, when
6 we filed our motion to intervene, we did acknowledge to the
7 Court that there needed to be a decision about which forum
8 those issues were heard in. But it's Mr. Mullins' and the
9 Oklahoma Department of Securities' own motion that frames
10 this issue. They have come to this Court, and they have
11 asked this Court to set a monthly budget for our client.

12 So, you know, if anyone is converting this into a
13 case that involves issues that may be somewhat similar to
14 or akin to or overlap with issues that would customarily be
15 decided in a domestic court, well, Mr. Mullins has placed
16 that in issue. I'm here responding to his motion.

17 THE COURT: Okay.

18 MR. MULLINS: And since your Honor is on the
19 calculator -- your Honor, the budget that Mr. Campbell
20 proposes, please keep in mind that that is on top of the
21 \$20,000-plus mortgage being paid out of the assets that are
22 frozen, her vehicles, her health insurance, her car
23 payment.

24 THE COURT: This is her living money.

25 MR. MULLINS: Exactly. Your Honor, this is

1 spending money. And some of these items -- she's asking
2 for almost \$4,000 for dry cleaning and \$15,000 for
3 entertainment.

4 MR. CAMPBELL: 4,000 for dry cleaning? I don't
5 think we did that.

6 THE COURT: Laundry and dry cleaning was 300.

7 MR. MULLINS: Right. That's per year. We don't
8 know how long this is going to take.

9 THE COURT: These are monthly.

10 MR. MULLINS: I understand. Did I say --

11 THE COURT: You took the 300 times 12. Let me
12 ask: One of the things that I could do is say there is X
13 amount available a month for her for temporary, and then
14 punt it back to the -- let's say that I say it's \$10,000 a
15 month, and I say there can be up to 10,000, and you go back
16 to the divorce judge and let her or him determine what
17 amount not to exceed X dollars would be available.

18 So I can come up with a number and say there is X
19 dollars available that I'm willing to release from the
20 injunction, and then you go back and have a temporary
21 hearing before the divorce judge and let them decide how
22 much or all of that do they need for living.

23 MR. MULLINS: Your Honor, that converts the
24 security frauds case into a divorce case.

25 THE COURT: I was trying to do it like that so it

1 wouldn't be. So I would say the most I'm willing to
2 release from the temporary injunction is X dollars a month,
3 and now you go back in your divorce proceeding and
4 determine what your reasonable expenses are, but the most
5 you're ever going to get released from the temporary
6 restraining order is going to be X dollars a month. Then
7 let the divorce judge determine exactly.

8 So I, at least, can say this is the most that I
9 think at this juncture that I'm willing to make available,
10 and let the divorce judge determine what her reasonable
11 expenses are per month.

12 MR. MULLINS: Our preference would be that we
13 decide this matter. Mrs. Cash requested to intervene in
14 this case. This is -- as Mr. Campbell put it off on me,
15 I'm putting it back on him. He has interjected her into
16 this case through his motion to intervene. So in the
17 Department's opinion, this could be decided right now as
18 part of this securities fraud case. And to the extent that
19 the aspects of the case, with respect to Mr. Cash and
20 Mrs. Cash, might be resolved in the, hopefully, near
21 future, then it would render those issues moot, and they
22 can litigate their divorce in the normal course of a court
23 doing that.

24 But as far as this case goes, if we do not do
25 that, it affects the ability of the victims of this to

1 recover money that was taken from them.

2 MR. CAMPBELL: Your Honor, I will put it back on
3 Mr. Mullins and point out that his motion asking that my
4 client have a \$1,000-a-month budget was filed before I ever
5 sought to intervene in this case. This issue about my
6 client's budget was framed by the Oklahoma Department of
7 Securities.

8 Now, I will, of course, defer on your Honor on
9 where it is that our client's budget needs to be
10 determined. But the thing that is inescapable is that she
11 denies any wrongdoing or being complacent therein.
12 Mr. Mullins' client has not asserted that she's in any way
13 involved. She stands in equity with a claim to the
14 property that is subject of this proceeding, and she
15 certainly has monthly needs. Everything that has happened
16 so far in this case has recognized that these people have
17 needs. Significant funds have been released for Mr. Cash's
18 rehabilitation in Atlanta. Provisions have been made for
19 the payment of all kinds of expenses.

20 We have an immediate need, not only because of the
21 existing Christmas holiday, but the need for simply being
22 able to get by on a month-to-month basis for those
23 reasonable expenses that exceed those that are being paid
24 by Mr. Swearingen or otherwise, and we need something to be
25 done. And then if we need to set this off for hearing some

1 other time and have a full-blown hearing so evidence can be
2 presented and witnesses can be cross-examined, fine, but we
3 do have this immediate need.

4 MR. MULLINS: Your Honor, he's correct. We have,
5 in some respects, affected Mrs. Cash through our
6 application; that is correct. But I would ask that that be
7 established today. As we discussed, we have responded to
8 their request for support, for lack of a better term.

9 But I would ask that it not be sent back to
10 proceeding outside of this, which might adversely affect
11 the ability of these investors to recover this money
12 Mr. Cash took.

13 THE COURT: Let me ask this: How would it
14 adversely affect it if I said I'm only willing to release
15 so much money a month to go toward her living expenses and
16 let the divorce judge -- so I don't have to hear the
17 evidence on what her expenses are or are not.

18 How would that -- the only way they would be
19 adversely affected is I would be saying up to X dollars a
20 month can come out of -- can be released pending a divorce
21 judge hearing what her needs are.

22 MR. MULLINS: The only concern that I have with
23 that, your Honor, is -- these sorts of issues were
24 relatively new to me, anyway. I'm not sure, but that would
25 interject the Department into --

1 THE COURT: No. Because the only thing that the
2 Department would be concerned is -- and I will tell you,
3 the number I was looking at was around \$2,500 a month.
4 Because a lot of the expenses I see on here, without
5 realizing I'm going to send this down, have to do -- I
6 mean, there is \$2,770 of this are beauty shop, cosmetics,
7 eating out, clothing expenses. So what my order would
8 be -- and your comments on this -- is that I would order a
9 one-time disbursement of \$1,500 to get her through
10 Christmas, then up to \$2,500 a month for living expenses.

11 Then, the judge on the first floor can decide if
12 she gets the full \$2,500, or if she gets less, but can't go
13 any more than that. Then the next hearing before me would
14 be is if you want to come back and ask me to increase that
15 number based on some argument, not as to her living
16 expenses, but some argument that some of this money is
17 really separate property and shouldn't be subject to the
18 claim.

19 To be quite honest, that's the only issue that I
20 want to get into. I don't want to get into her living
21 expenses.

22 MR. MULLINS: If that number is what you're
23 talking about, your Honor, we're in agreement.

24 MR. RYAN: I think that second issue that you just
25 mentioned about whether or not Mrs. Cash would have a claim

1 to trace money, if you will, I think Quest is a necessary
2 party in that. So I guess I will take it upon myself to
3 notify Quest, because the money, what we're talking about
4 here, just so your Honor will have the bigger picture here,
5 is that Mr. Cash is making restitution in the full amount
6 to Quest. We have the agreement almost completed.

7 And so I think it's important that they be heard,
8 because the money that Mrs. Cash's attorney is talking
9 about would be money that would really come from Quest
10 because this is money -- he's talking about making a claim
11 on the proceeds of the home, and the home is being
12 transferred. And the agreement is that the money from the
13 home goes to Quest as part of the restitution.

14 I'm not taking a position with respect to his
15 claim, I just want your Honor to recognize that Quest needs
16 to be heard on this.

17 MR. CAMPBELL: There are a couple of things that I
18 would ask the Court to take into consideration. The Court
19 has indicated that it would be willing to enter an order to
20 the effect that there was a certain amount of money that
21 you were willing to free up from this case to give the
22 domestic court that would hear the application for
23 temporary order the ability to make a decision.

24 with regard to the items on our client's budget,
25 before the Court sets a limit that's below the amount that

1 my client has been able to request, we would like an
2 opportunity to be able to put on evidence about why, for
3 example, we're asking for some of those things. For
4 example, the clothing, because of the pressure of this
5 situation, my client, who stands all of about five feet
6 tall, has lost 15 pounds, and she needs some new clothing.
7 she doesn't have anything that fits.

8 There are things like that that we think testimony
9 might shed light on. So I would ask the Court not set a
10 limit below the amount that we've asked for until we're
11 able to --

12 THE COURT: Again, it doesn't really matter what
13 her living expenses are to me at this point. My issue is
14 are there any funds that are frozen that are separate funds
15 and not subject to this security fraud. So I'm just trying
16 to come up with a number on a temporary basis.

17 MR. RYAN: Until we can have a hearing?

18 THE COURT: And the hearing before me would be --
19 so what I would authorize right now would be a one-time
20 disbursement of \$2,000 to get through Christmas.

21 MR. CAMPBELL: And that would be for living
22 expenses and Christmas presents?

23 THE COURT: No. Let me finish. A one-time
24 disbursement of \$2,000. And then \$2,500 a month until such
25 time as you have your hearing before the -- really,

1 twofold. Right now, I'm not releasing any more than \$2,500
2 a month. I will allow that to be paid until whatever time.
3 And, Mr. Campbell, I know that you will go down and get a
4 hearing set on the expenses, because I need the judge on
5 the first floor to determine does she get the full \$2,500,
6 or should it be a lesser number.

7 But I will authorize a payment of \$2,500 pending
8 the application on the -- for the temporary support,
9 assuming that happens sometime in the next 60 days. Then I
10 will not -- the FD case judge, or the divorce judge, has no
11 authority to award more than 2,500 pending your filing
12 another application with me to release additional funds.

13 MR. CAMPBELL: To demonstrate to you that there
14 should be funds that are not tainted?

15 THE COURT: Right. Because her living expenses
16 may be \$10,000 a month, but if I only have a thousand a
17 month to give her that is not subject to the securities
18 claim, then that's all I have to give her.

19 MR. CAMPBELL: So if I understand your Honor
20 correctly, the order regarding the \$2,000 for Christmas
21 presents or travel expenses, and the maximum amount, or the
22 one-time payment of \$2,500, that is temporary in nature
23 pending me filing a motion in this court and putting on
24 evidence that would support you raising those limits?

25 THE COURT: Right. To show that there are certain

1 funds that clearly are not funds that should be subject to.
2 So I'm going to order the \$2,000 disbursement immediately.
3 And then beginning January 1, there will be a temporary --
4 I will release \$2,500 to her pending two things: The
5 divorce judge setting an amount of either 2,500 or less,
6 depending on what they think her living expenses are; and,
7 secondly, Mr. Campbell, you being able to establish to me
8 there are additional funds that I have frozen that should
9 not be frozen and were separate funds that could be
10 released.

11 MR. CAMPBELL: And if I'm able to get the hearing
12 before your Honor heard, scheduled and heard, before I'm
13 able to get the temporary order heard --

14 THE COURT: Then, obviously, there will be more
15 or, perhaps, less money available for the FD judge. So if
16 you can --

17 MR. CAMPBELL: But I'm free to come here first if
18 that's the way it works out?

19 THE COURT: Right. But right now the only thing
20 I'm authorizing is up to the 2,500. And I will order a
21 2,500 disbursement on January 1, because I know that you
22 won't get a temporary hearing before that.

23 MR. CAMPBELL: And then that would be paid on the
24 first day of each succeeding month until these issues are
25 resolved?

1 THE COURT: Well, I will just authorize it for
2 January and February, because I want the divorce judge to
3 determine if he or she agrees that 2,500 is a necessary
4 living expense or not.

5 MR. CAMPBELL: So --

6 THE COURT: So I will authorize it only for two
7 months. Surely you can get a hearing by March 1 on the
8 temporary order.

9 MR. MULLINS: Your Honor, one issue remains, the
10 motion to quash. Do you plan to rule on that today, your
11 Honor?

12 MR. CAMPBELL: I don't think it's necessary to
13 hear it today, because we've been informed, your Honor,
14 that Mr. Ryan is going to be able to provide us some
15 information, and that information may moot that. If it
16 does, then we may be able to avoid that.

17 THE COURT: Okay. So -- I don't remember now what
18 the motion to quash was even -- what they were seeking.

19 MR. MULLINS: Mr. Campbell subpoenaed the
20 Department for certain information, your Honor.

21 THE COURT: Is this kind of the same issue I had
22 in the earlier Department case, privilege documents and
23 regulatory documents?

24 MR. RYAN: Your Honor, he has subpoenaed certain
25 financial records of Mr. Cash. I told him that I will

1 provide him whatever I have got, and I have a box full of
2 documents in my office.

3 THE COURT: why don't I just reflect that the
4 motion to quash is -- I can either continue it, or stricken
5 to be reset, or I can give you relief from it immediately
6 and you can reassert it.

7 MR. RYAN: Just pass it, your Honor.

8 MR. CAMPBELL: Why don't we just pass it.

9 MR. MULLINS: Just rule that it was moot if
10 Mr. Ryan and Mr. Campbell are sufficiently on the same page
11 about what is going to be produced.

12 MR. CAMPBELL: I don't know whether we're there
13 yet. If you will just pass it, what will happen is I will
14 get with Mr. Ryan, coordinate with Mr. Mullins, and it may
15 be that the subpoena can be withdrawn.

16 THE COURT: Right now I am ordering you do not
17 have to comply with it until further court order. And I
18 will just put it is stricken to be reset, if it's not
19 resolved through you and Mr. Ryan. As of right now, the
20 Department does not have to comply with the subpoena until
21 further court order.

22 MR. MULLINS: Thank you, your Honor.

23 (Conclusion of proceedings.)
24
25

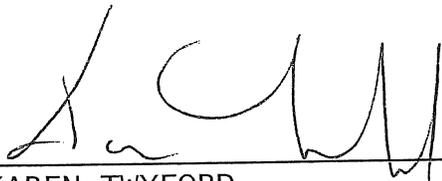
1 STATE OF OKLAHOMA)
2 COUNTY OF OKLAHOMA)

3
4 C-E-R-T-I-F-I-C-A-T-E

5
6 I, Karen Twyford, Certified Shorthand Reporter,
7 in and for the County of Oklahoma, State of Oklahoma, do
8 hereby certify that the foregoing transcript is a true,
9 correct, and complete transcript of my stenographic notes.

10 I further certify that I am not related to any of
11 the parties herein, nor am I interested in any way in the
12 outcome of these proceedings.

13 WITNESS my Hand this 30 day of December,
14 2008.

15
16 
17 _____
18 KAREN TWYFORD
19 CERTIFIED SHORTHAND REPORTER
20 CERTIFICATE NO. 01780

21 KAREN S. TWYFORD
22 Oklahoma Certified Shorthand Reporter
23 Certificate No. 1780
24 Exp. Date: December 31, 2010
25

Capitol Abstract & Title
4801 Gaillardia Parkway
Suite 150
Oklahoma City, OK 73142
File # 040311589H

WARRANTY DEED
(Joint-Tenancy Individual Form)

Doc # 2004057197
Bk 9274
Pg 66-68
DATE 04/12/04 15:54:50
Filing Fee \$17.00
Documentary Tax \$1425.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

THAT C. A. Vose, Jr. and Barbara W. Vose, husband and wife

parties of the first part, in consideration of the sum of TEN AND NO/100

dollars and other valuable considerations, in hand paid, the receipt which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **Jerry D. Cash and Sherry Cash, husband and wife**

as joint tenants and not as tenants in common with the right of survivorship, the whole estate to vest in the survivor in event of the death of either, parties of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT "A" ATTACHED

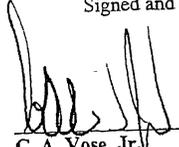
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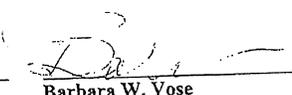
Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 5th day of April, 2004


C. A. Vose, Jr.


Barbara W. Vose

STATE OF NEW YORK
COUNTY OF SUFFOLK

SS:

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2004, personally appeared **Barbara W. Vose, spouse of C. A. Vose, Jr.**

to me known to be the identical person who signed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

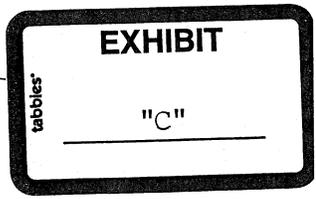
Given under my hand and seal the day and year last above written.

CERTIFIED COPY

JAN 18 2005
My commission expires:
My commission number:
CAROLYNN CAUDILL
County Clerk, Oklahoma County
Deputy

JOHANNA E. CALECA
Notary Public, State of New York
No. 4953277
Qualified in Suffolk County
Commission Expires July 10, 2006


Notary Public



1425.00

3/17

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

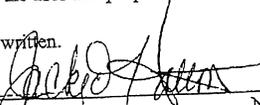
SS:

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2004, personally appeared C. A. Vose, Jr., spouse of Barbara W. Vose

to me known to be the identical person who signed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

My commission expires:
My commission number:



JACKIE HATTON
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 98008903 Expires 07/02/06

EXHIBIT "A"

Lot One (1), in Block Sixty-five (65), of WAVERLY SECTION NICHOLS HILLS, Oklahoma County, Oklahoma, being a subdivision of Block Eighty-five (85), Nichols Hills, according to the recorded plat thereof;

and

A tract of land located in the Northwest Quarter of Section Thirty-two (32), Township Thirteen (13) North, Range Three (3) West of the I. M., Oklahoma County, Oklahoma, more particularly described as: Beginning at the Southwest Corner of said quarter section; thence South 89°46'06" East along the South line of said quarter section a distance of 917.03 feet for a point of beginning; thence North 0°21'24" East a distance of 225 feet; thence South 89°46'06" East parallel with the South line of said quarter section a distance of 378.99 feet to a point on the East line of the property described in the deed recorded in Book 433 at Page 217 in the records of Oklahoma County, Oklahoma, thence South along the East line of the property described in said deed a distance of 225 feet to a point in the South line of said quarter section said point being 1297.03 feet East of the Southwest corner of said Quarter section; thence North 89°46'06" West along the South line of said quarter section a distance of 380 feet to the place of beginning.

Doc # 2004057202
Bk 9274
Pg 73-73
DATE 04/12/04 15:54:50
Filing Fee \$13.00
Documentary Tax \$1200.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

Capitol Abstract & Title
4801 Gaillardia Parkway
Suite 150
Oklahoma City, OK 73142
File # 04031165917

WARRANTY DEED
(Oklahoma Statutory Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT Jerry D. Cash and Sherry Cash, husband and wife

parties of the first part, in consideration of the sum of TEN AND NO/100 dollars and other valuable considerations, in hand paid, the receipt which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **Barbara W. Vose Revocable Trust, an undivided 1/2 interest; and C. A. Vose, Jr., an undivided 1/2 interest**

Mail taxes/deed to:; 9520 N May Ste 310 Oklahoma City, OK 73120

party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

Lot Fifteen (15), in Block Sixty-three (63), of **WAVERLY SECTION, NICHOLS HILLS**, an Addition to Oklahoma County, Oklahoma, as shown by the recorded plat thereof.

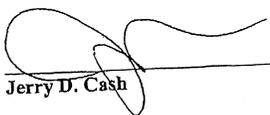
TAX I.D. NUMBER: 169601145

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part and to its successors forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 5th day of April, 2004


Jerry D. Cash


Sherry Cash

STATE OF Oklahoma)
COUNTY OF Oklahoma) SS: ACKNOWLEDGMENT

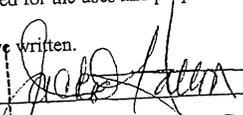
Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2004, personally appeared Jerry D. Cash and Sherry Cash, husband and wife

to me known to be the identical person who signed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


JACKIE HATTON
Oklahoma County
Notary Public in and for
State of Oklahoma
Commission # 98008903 Expires 07/02/06

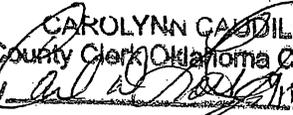
My commission expires:
My commission number:


Notary Public

CERTIFIED COPY

EXHIBIT
"D"

JAN 16 2009

CAROLYNN CAUDILL
County Clerk Oklahoma County
By  Deputy

Etc

CONTRACT FOR SALE OF RESIDENTIAL REAL ESTATE

THIS CONTRACT is entered into by and between CHARLES A. VOSE, JR. and BARBARA W. VOSE ("Seller"), and JERRY CASH and SHERRY CASH, husband and wife ("Buyer").

WHEREAS, Seller is currently the owner of the real property and improvements located at 7401 Nichols Road, Oklahoma City, Oklahoma, being more particularly described in Exhibit "A" attached hereto (the "Nichols Hills Property"); and

WHEREAS, Buyer is currently the owner of the real property and improvements located at 1603 Dorchester Drive, Oklahoma City, Oklahoma, being more particularly described in Exhibit "B" attached hereto (the "Dorchester Property"); and

WHEREAS, Buyer desires to purchase the Nichols Hills Property from Seller, and Seller desires to sell the Nichols Hills Property to Buyer, such sale involving the conveyance of the Dorchester Property from Buyer to Seller as a part of the purchase price of the Nichols Hills Property, all subject to the terms and conditions of this Contract.

NOW, THEREFORE, upon approval by both Seller and Buyer, as evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the Effective Date of which shall be the latest date for approval by all parties as indicated below, and the terms and conditions of which are as follows:

1. Sale of Nichols Hills Property. Seller agrees to sell and convey to Buyer by warranty deed, and Buyer agrees to purchase from Seller, the Nichols Hills Property, together with all improvements thereon.

2. Purchase Price of Nichols Hills Property. The total purchase price of the Nichols Hills Property is One Million Nine Hundred Thousand Dollars (\$1,900,000.00) (the "Purchase Price") payable as follows:

(a) One Hundred Thousand Dollars (\$100,000.00), in good funds, payable on the full execution of this Contract and as part payment of the Purchase Price (the "Partial Payment"), receipt of which is hereby acknowledged by Capitol Abstract and Title Company (the "Title Company");

(b) One Million Four Hundred Thousand Dollars (\$1,400,000.00), in the form of a promissory note (the "Note"), made jointly and severally by Buyer, STP, Inc. and STP Newco, Inc., in favor of Seller on the date of Closing, which Note shall bear interest at the rate of five percent (5%) per annum, mature eighteen months after the date of Closing, require quarterly payments of accrued interest, and require payment of all principal and interest at maturity. The obligations evidenced by the Note shall be secured by (i) a first and prior mortgage on the Nichols Hills Property in favor of Seller (the "Mortgage"), (ii) a first and prior security interest in STP, Inc.'s membership interest (a

STP Newco

tabbles

EXHIBIT

"E"

5% interest) in Robinson Renaissance, L.L.C., an Oklahoma limited liability company, pursuant to a security agreement in favor of Seller (the "STP Security Agreement"), and (iii) a first and prior security interest in STP Newco, Inc.'s limited partnership interest (a 5.4054% interest) in Eules Towncenter, Ltd, a Texas limited partnership, pursuant to a security agreement in favor of Seller (the "STP Newco Security Agreement"). The Note, Mortgage, STP Security Agreement, STP Newco Security Agreement, and any other security document required by Seller, shall be in form and substance satisfactory to Seller and Buyer; and

(c) Conveyance of the Dorchester Property from Buyer to Seller by warranty deed, free and clear of all liens, encumbrances and restrictions not accepted by Seller in writing. On or before Closing, Seller shall advance \$400,000.00 under the Note to Buyer, and Buyer shall use such advance, along with other funds of Buyer, to fully and completely pay, and obtain a proper release of, the existing mortgage loan on the Dorchester Property, all in a manner satisfactory to Seller in Seller's sole discretion. Further, Seller intends to immediately list the Dorchester Property for resale at a sales price that would provide Seller with proceeds of at least \$800,000.00 after payment of all sales expenses and commissions (the "Target Price"). To the extent Seller does not realize the Target Price on the sale of the Dorchester Property, Buyer agrees to pay to Seller the difference between the actual net sales price of the Dorchester Property and the Target Price (the "Deficiency"). The Deficiency shall be paid in full within ten (10) days of closing on the Dorchester Property. Any proceeds of the sale of the Dorchester Property in excess of the Target Price shall be Seller's sole property. Seller agrees to use reasonable efforts to maximize the sales price of the Dorchester Property in a bona fide, cash transaction with prospective purchasers.

3. Condition of Property and Disclosure Statements. In accordance with the law of the State of Oklahoma under 60 O.S. § 831 et. seq., each of Seller and Buyer has executed a Disclosure Statement for the other party's review and signature prior to acceptance of this Contract. The Disclosure Statement sets forth the known conditions to the Nichols Hills Property and the Dorchester Property as of the date hereof. If any disclosed condition is objectionable to the party receiving the disclosure, such party shall have the right to terminate this Contract by delivering notice, in writing, to the disclosing party within twenty-four (24) hours of receipt of the Disclosure Statement. If, after receipt of the Disclosure Statement, a receiving party fails to timely make its objection to the disclosed conditions, all such disclosed conditions shall be deemed accepted by such party, absent fraud or intentional omission. If any additional condition shall become known to a party with respect to its property prior to the Closing, Seller and Buyer agree to promptly provide an additional disclosure of such condition.

WITH RESPECT TO THE NICHOLS HILLS PROPERTY AND THE DORCHESTER PROPERTY, AS OF THE CLOSING, SELLER ACCEPTS THE DORCHESTER PROPERTY AND BUYER ACCEPTS THE NICHOLS HILLS PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER OR

BUYER, RESPECTIVELY, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, AS TO MATTERS OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Closing. Subject to the provisions of Section 9 and subject to the fulfillment of any conditions to the Closing specified in Section 14, the closing shall be held on the earlier of (i) March 31, 2004, or (ii) provided Seller's spouse has not otherwise given her written approval, such date which is three (3) days after receipt of Court approval of the transactions described herein as required by Section 14 (the "Closing"), at the Title Company and at a time mutually agreed upon by Buyer and Seller. If there are valid objections to title which require correction, the Closing shall be extended for the time period under Section 9. At the Closing, Seller shall deliver a duly executed and acknowledged warranty deed conveying the Nichols Hills Property to Buyer, and Buyer shall deliver a duly executed and acknowledged warranty deed conveying the Dorchester Property to Seller, together with the duly executed and acknowledged Note and Mortgage covering the Nichols Hills Property.

5. Deliveries at Closing.

(a) At the Closing, Seller shall deliver to Buyer the following:

- (i) A duly executed and acknowledged warranty deed conveying the Nichols Hills Property to Buyer; and
- (ii) Such other documents as Seller and Buyer may have agreed to deliver at the Closing.

(b) At the Closing, Buyer shall deliver to Seller the following:

- (i) The Partial Payment being held by the Title Company;
- (ii) The duly executed Note, STP Security Agreement, STP Newco Security Agreement and other security documents required by Lender, and the duly executed and acknowledged Mortgage;
- (iii) If not previously provide, a properly executed release of the existing mortgage on the Dorchester Property satisfactory to Seller;
- (iv) The duly executed and acknowledged warranty deed conveying the Dorchester Property to Seller; and
- (v) Such other documents as Seller and Buyer may have agreed to deliver at the Closing.

6. Possession of Properties, Payment of Costs. After the Closing date, Seller shall be allowed to continue to occupy the Nichols Hills Property through April 30, 2004 and Seller agrees to vacate said property on or before that date. After April 30, 2004, possession of the Nichols Hills Property shall be deemed to be in Buyer and Buyer shall be free to occupy and use

such property as Buyer determines, including initiation of reconstruction and demolition activities. After the Closing date, Buyer shall be allowed to continue to occupy the Dorchester Property through the earlier of (i) November 1, 2004, or (ii) the date Buyer has completely removed Buyer's personal property from said property and vacated the property; provided, however, during such occupancy by Buyer, Seller shall have the continuing right to show the property to prospective purchasers at reasonable times and with reasonable notice to Buyer. During Seller's occupancy of the Nichols Hills Property after Closing, Seller shall pay all utilities and Buyer shall pay all taxes and obtain and pay for all insurance for said property. During Buyer's occupancy of the Dorchester Property after Closing, Buyer shall pay all utilities and Seller shall pay all taxes and obtain and pay for all insurance for said property.

7. **Fixtures and Personal Property.** Each of Seller and Buyer shall identify on Exhibit "C" attached hereto, all fixtures and items of personal property to be removed by such parties from their respective properties prior to the dates that such parties are required to vacate their respective properties as described in Section 7. Each party shall have the right to remove such reserved items; provided, the removal shall be done in a manner that will not materially damage the property.

8. **Risk of Loss.** Until Closing, (i) the risk of loss to the Nichols Hills Property, ordinary wear and tear excepted, shall be upon Seller and after Closing, such risk shall be upon Buyer, and (ii) the risk of loss to the Dorchester Property, ordinary wear and tear excepted, shall be upon Buyer and after Closing, such risk shall be upon Seller.

9. **Title to Nichols Hills Property.** Seller, within five (5) days after approval of this Contract, shall furnish to Buyer an abstract of title certified at least to the Effective Date of this Contract, showing a marketable title to the Nichols Hills Property in Seller and his spouse, subject only to (i) previously severed (or reserved) mineral interests, if any, and (ii) reasonable utility easements and restrictive covenants that serve the Nichols Hills Property, if any, provided that such easements and covenants do not interfere with the Buyer's occupancy and use of the Nichols Hills Property. Buyer shall have ten (10) days after receipt in which to have the abstract examined and furnish Seller notice, in writing, of any objections thereto. Valid title objections shall include those matters construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable, to be valid objections to titles. Other title objections may also exist since the Oklahoma Title Examination Standards are not intended to be all-inclusive of all title problems. In case of valid objections to the title, Seller shall have sixty (60) days or such additional time as may be agreed to, in writing, by Seller and Buyer, to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this Section, the Buyer shall return the abstract to Seller, and this Contract shall be of no further force and effect. Buyer shall also have the right, at Buyer's sole cost and expense, to obtain an owner's policy of title insurance on the Nichols Hills Property, in such amount and having such exceptions to coverage as Buyer shall deem acceptable. Seller shall have no obligation to provide or pay for title insurance for the Nichols Hills Property.

10. **Title to Dorchester Property.** In anticipation of Closing, Buyer, within five (5) days after approval of this Contract, shall furnish to Seller an abstract of title certified at least to the Effective Date of this Contract, showing a marketable title to the Dorchester Property in Buyer, subject only to (i) previously severed (or reserved) mineral interests, if any, and (ii) reasonable utility easements and restrictive covenants that serve the Dorchester Property, if any, provided that such easements and covenants do not interfere with the Seller's occupancy or use of the Dorchester Property. Seller shall have ten (10) days after receipt in which to have the abstract examined and furnish Buyer notice, in writing, of any objections thereto. Valid title objections shall include those matters construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable, to be valid objections to titles. Other title objections may also exist since the Oklahoma Title Examination Standards are not intended to be all-inclusive of all title problems. In case of valid objections to the title, Buyer shall have sixty (60) days or such additional time as may be agreed to, in writing, by Buyer and Seller, to satisfy such objections. If such valid objections cannot be satisfied within the time specified in this Section, the Seller shall return the abstract to Buyer, and this Contract shall be of no further force and effect. Seller shall also have the right, at Seller's sole cost and expense, to obtain an owner's policy of title insurance on the Dorchester Property, in such amount and having such exceptions to coverage as Seller shall deem acceptable. Buyer shall have no obligation to provide or pay for title insurance for the Dorchester Property.

11. **Taxes and Prorations.** Seller, with respect to the Nichols Hills Property, and Buyer, with respect to the Dorchester Property, shall each pay in full: (i) all special assessments against their respective properties upon the date of Closing, whether or not payable in installments; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on their respective properties upon the date of Closing, including the cost of documentary stamps to be attached to the respective deeds; and (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing which is or may become a lien on their respective properties. Unless otherwise specified herein, the following items shall be prorated between each seller of a property and each buyer of that property as of the date of Closing: (a) rents, if any; and (b) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year.

12. **Breach or Failure to Close.** If, after the Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for Closing under Section 4, the Buyer fails to make payments or to perform any other obligation of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer (including the Partial Payment) as liquidated damages, or pursue any other legal or equitable remedy for the breach of this Contract by the Buyer. If the Buyer performs all of the obligations of Buyer and Seller breaches this Contract or fails to perform any of Seller's obligations, then Buyer shall be entitled to either (i) cancel and terminate this Contract, return the abstract, if any, to Seller, and receive a return of the Partial Payment, or (ii) pursue any other legal or equitable remedy. In the event of any court action or proceeding to enforce any provision hereof, the prevailing party shall be entitled to receive from the other party all reasonable costs of the action, including attorneys' fees.

13. Effect. This Contract shall be executed in duplicate originals and, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

14. Special Conditions to Closing. In addition to all other conditions provided herein, Seller's obligation to perform this Contract is expressly conditioned upon and subject to written approval of Seller's spouse with respect to all the transactions contained in this Contract, as well as all approvals and orders of the District Court of Oklahoma County, Oklahoma (the "Court") which Seller and his legal counsel deem necessary or appropriate in connection with the pending divorce action of Seller and his spouse with the Court.

15. Closing Costs. Seller shall pay the recording costs of the deed to the Nichols Hills Property, and Buyer shall pay the recording costs of the deed to the Dorchester Property. Buyer shall pay the recording costs and mortgage tax and certification fee with respect to the Mortgage. Seller and Buyer shall split equally the fees and costs of the Title Company. Unless otherwise specified above or elsewhere in this Contract, each party hereto shall bear its other respective costs and expenses (including attorneys' fees) incurred in connection with the preparation and execution of this Contract and the consummation of the transactions contemplated hereby.

16. Notice. Any notice provided for herein shall be given in writing, sent by (a) personal delivery; (b) United States mail, postage prepaid; or (c) by Fax, with copies to the other parties, addressed as follows:

TO BUYER(S):

Jerry and Sherry Cash
1603 Dorchester Drive
Oklahoma City, Oklahoma 73120
Fax: (405) 840-9897

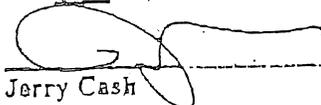
TO SELLER(S):

Charles A. Vose, Jr.
9520 N. May Avenue, Suite 310
Oklahoma City, Oklahoma 73120
Fax: (405) 751-2278

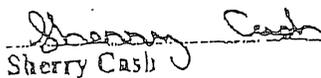
Barbara W. Vose
7401 Nichols Hills Road
Nichols Hills, Oklahoma 73120
Fax: (405) 842-5181

or such other address as shall hereafter be designated in writing. Any such notice shall be deemed to have been given upon receipt by the other party.

Accepted and Agreed to by Buyer
this 5th day of March, 2004.

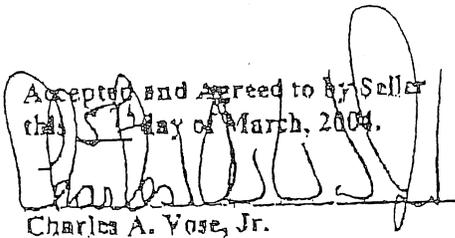


Jerry Cash



Sherry Cash

Accepted and Agreed to by Seller
this 5th day of March, 2004.



Charles A. Yose, Jr.

Accepted and Agreed to by Seller
this _____ day of March, 2004.

Barbara W. Yose

Receipt of the Partial Payment in the amount of \$100,000.00 is hereby acknowledged as
of the _____ day of March, 2004.

Title Company:

Capitol Abstract and Title Company

By: _____
Title: _____

EXHIBIT "A"Nichols Hills Property

Lot 1, Block 65, Waverly Nichols Hills, plus a Tract Beginning 917.03 feet East of the Southwest Corner of the Northwest Quarter Section 32, Township 13 North, Range 3 West; Thence Northerly 225 feet; Thence Easterly 378.99 feet; Thence South 225 feet; Thence Westerly 380 feet to the Point or Place of Beginning, Except the East 30 feet, all in Oklahoma County, Oklahoma.

EXHIBIT "B"

Dorchester Property

Lot 1, Block 63, Waverly Nichols Hills, Oklahoma County, Oklahoma.

EXHIBIT "C"

Fixtures and Personal Property

Seller's List of Fixtures and Personal Property to be Removed from Nichols Hills Property;

Seller's Initial: _____

Buyer's List of Fixtures and Personal Property to be Removed from Dorchester Property:

Buyer's Initials: _____

JOINT TENANCY
WARRANTY DEED
(Individual Form)

Doc # 2004190748
Bk 9539
Pg 1724-1725
DATE 11/30/04 15:59:21
Filing Fee \$15.00
Documentary Tax \$1275.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Gaudill

KNOW ALL MEN BY THESE PRESENTS:

THAT Charles A. Vose, Jr. aka C.A. Vose, Jr. and Barbara W. Vose, husband and wife, party of the first part, in consideration of the sum of Ten Dollars and zero cents (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto George T. Elston and Kelsey B. Elston as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor in event of the death of either, parties of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

Lot Fifteen (15), of Block Sixty-Three (63), in Waverly Section, Nichols Hills, an Addition to Oklahoma County, Oklahoma, according to the recorded plat thereof.

Grantor Barbara W. Vose hereby executes this conveyance to convey and terminate her marital interest, if any, in the subject property and by this Deed makes no warranty, either expressed or implied, as to the property described herein.

RETURN TO:
GEORGE & KELSEY ELSTON
603 DORCHESTER DR.
NICHOLS HILLS, OK. 73120

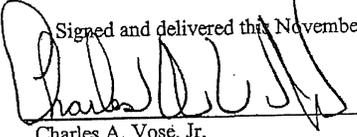
CAROLYNN GAUDILL
County Clerk Oklahoma County
Deputy

JAN 20 2009

CERTIFIED COPY

SUBJECT TO easements, restrictions and mineral conveyances of record,
together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this November 19, 2004.

Charles A. Vose, Jr.


Barbara W. Vose

STATE OF OKLAHOMA)
COUNTY OF Canadian Oklahoma) SS.

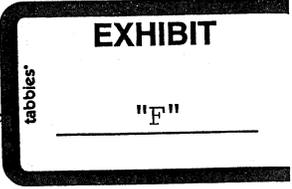
INDIVIDUAL ACKNOWLEDGEMENT
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19 day of November, 2004, personally appeared Charles A. Vose, Jr. aka C.A. Vose, Jr., husband of Barbara W. Vose to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public
Margaret A. Hollingsworth # 02010438

Oklahoma City Abstract & Title Co.
P.O. Box 260
Oklahoma City, OK 73101



1275.00

7/15

STATE OF OKLAHOMA)
COUNTY OF Oklahoma) SS.

INDIVIDUAL ACKNOWLEDGEMENT
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 2004, personally appeared Barbara W. Vose, wife of Charles A. Vose, Jr. aka C.A. Vose, Jr. to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written

My commission expires 03/30/2006
24011739 #02004318

Sheri Howard Notary Public

