

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

APR 30 2009

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

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

v.)

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

GLOBAL WEST FUNDING, LTD.,)
Co., an Oklahoma limited liability)
company; GLOBAL WEST FINANCIAL)
LLC, an Oklahoma limited liability)
Company; SURE LOCK FINANCIAL,)
LLC, an Oklahoma limited liability)
Company; SURE LOCK LOANS LLC,)
Oklahoma limited liability company; THE)
WAVE-GOLDMADE, LTD., an)
unincorporated association; BRIAN)
MCKYE, an individual; JOE DON)
Johnson, an individual; JAMES)
FARNHAM, an individual,)

Defendants.)

and)

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

Relief Defendant.)

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

Please be advised that a hearing has been set for the 21st day of May, 2009 at

2:00 P.m. before the Honorable Noma D. Gurich on the Motion of Stephen J.

Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual (all collectively referred to as "Companies") seeking the entry of an Order (i) approving bidding procedures and for the sale of certain assets of the Companies; (ii) establishing the dates required in the bidding procedures; and (iii) scheduling a hearing for approval of the auction and sale of the assets.



STEPHEN J. MORIARTY (OBA #6410)
FELLERS, SNIDER, BLANKENSHIP,
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Phone: 405-232-0621
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E-mail: smoriarty@fellerssnider.com

SPECIAL MASTER

CERTIFICATE OF MAILING

This is to certify that on the 30th day of April, 2009, the foregoing was sent by U.S. Mail, first class, postage prepaid to:

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

2009 MAY - 4 P 3:09

RECEIVED
OKLAHOMA DEPT
OF SECURITIES

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James Farnham
6308 N. Harvard Avenue
Oklahoma City, OK 73122



Stephen J. Moriarty

482838.1

APR 30 2009

PATRICIA PRESLEY, COURT CLERK
by _____ DEPUTY

OKLAHOMA DEPARTMENT OF)
SECURITIES EX REL. IRVING)
FAUGHT, ADMINISTRATOR,)
Plaintiff,)
v.)
GLOBAL WEST FUNDING, LTD.,)
Co., an Oklahoma limited liability)
company; GLOBAL WEST FINANCIAL)
LLC, an Oklahoma limited liability)
Company; SURE LOCK FINANCIAL,)
LLC, an Oklahoma limited liability)
Company; SURE LOCK LOANS LLC,)
Oklahoma limited liability company; THE)
WAVE-GOLDMADE, LTD., an)
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MCKYE, an individual; JOE DON)
Johnson, an individual; JAMES)
FARNHAM, an individual,)
Defendants.)
and)
HERITAGE ESTATE SERVICE,)
LLC, an Oklahoma limited liability)
company,)
Relief Defendant.)

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

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

Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL

Assets to Be Sold

3. Through this Motion, the Special Master proposes to sell (a) the Sure Lock Assets and (b) the Heritage Assets (collectively, the "Assets"). The Special Master has determined that a sale of the Sure Lock Assets and the Heritage Assets is in the best interests of the Companies and their creditors.

Relief Requested

4. By this Motion, the Special Master requests entry of an Order (the "Procedures Order"): (a) authorizing Special Master to solicit and receive written offers to purchase the Sure Lock Assets in the form set forth in Exhibit "A" hereto (the "Sure Lock Asset Purchase Agreement"); (b) authorizing Special Master to solicit and receive written offers to purchase the Heritage Assets in the form set forth in Exhibit "B" hereto (the "Heritage Asset Purchase Agreement"); (c) authorizing and scheduling a public auction (the "Auction") for the sale of the Sure Lock Assets and the Heritage Assets; and (d) approving the form and manner of notice of the Auction and hearing on the proposed Sale (the "Sale Hearing").¹

Bidding Procedures

5. The Special Master proposes and seeks the Court's approval of the following Bidding Procedures:

Initial Participation Requirements

a. Any person or entity wishing to participate in the Bidding Process (as defined below) must deliver to the Special Master: (a) an executed confidentiality agreement in the form of Exhibit "C" and (b) a statement demonstrating to the Special Master's satisfaction a

¹ Special Master reserves the right to amend the form Sure Lock Asset Purchase Agreement and the form Heritage Asset Purchase Agreement at any time prior to the entry of the Procedures Order.

WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual (all collectively referred to as "Companies") moves the Court for the entry of an Order (i) approving bidding procedures and for the sale of certain assets of the Companies; (ii) establishing the dates required in the bidding procedures; and (iii) scheduling a hearing for approval of the auction and sale of the assets. In support of the Motion, the Special Master represents as follows:

Factual Background

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

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

bona fide interest in acquiring the Sure Lock Assets and/or the Heritage Assets. Upon delivering these materials, the interested party will be considered a "Potential Bidder."

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

Due Diligence

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

kind whatsoever relating to the Sure Lock Assets and/or the Heritage Assets to any party.

Bid Deadline

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

Bid Requirements

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

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

g. A Potential Bidder shall accompany its bid with (a) written evidence of available cash, or a firm commitment from its financial institution for financing, and/or such

Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement; (2) proposes to purchase items other than the Sure Lock Assets and/or the Heritage Assets; (3) is not received by the Bid Deadline; (4) includes a non-cash instrument or similar consideration; or (5) is subject to any due diligence or financing condition. Any bid rejected pursuant to this paragraph shall not be deemed to be a Qualified Bid.

Conduct and Termination of the Bidding Process

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

Auction Participation

l. Unless otherwise ordered by the Court for cause shown, only a Qualified Bidder that has submitted a Qualified Bid shall be eligible to participate at the Auction. At least two (2) business days prior to the Auction, the Special Master will determine, based on the

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

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

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

j. Notwithstanding the foregoing, the Special Master may disqualify any bid if the bid: (1) is conditional or is on terms that are materially different from the terms of the

nature of the Qualified Bids received and in its sole discretion, whether to (a) conduct an Auction of the Sure Lock Assets and/or the Heritage Assets or (b) exercise his right to designate a Prevailing Bid in accordance with paragraph 5(n), below. If an Auction is to be conducted, the Special Master will select, in its sole discretion, the highest or best bid (the "Baseline Bid") to serve as the starting point for the Auction.

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

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

The Auction

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

p. At the Auction, participants will be permitted to bid based only upon the terms of the Baseline Bid (except to the extent otherwise authorized by the Special Master). Any initial overbid shall be equal to the Baseline Bid, plus a minimum overbid of \$5,000.00.

Subsequent to the initial overbid, bidding will continue in increments of no less than \$1,000.00 in cash.

q. At the Auction, all bids will be made and received in one room, on an open basis, and all other bidders will be entitled to be present for all bidding with the understanding that the true identity of each bidder will be fully disclosed to all other bidders and that all material terms of each Qualified Bid will be fully disclosed to all other bidders throughout the entire auction. A record of the auction will be made by a certified court reporter. Each Qualified Bidder will be permitted a reasonable but limited amount of time, as determined by the Special Master, to respond to the previous bid at the Auction. The Special Master may adopt such other rules for the bidding process at the Auction that it deems necessary.

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

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

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consummate the transaction contemplated by the new Prevailing Bid with the new Prevailing Bidder. In the event that a Prevailing Bidder fails to consummate the approved transaction because of a material breach or failure to perform on the part of such Prevailing Bidder, the defaulting Prevailing Bidder's Good Faith Deposit shall be forfeited to the Special Master and its estate, and the Special Master and its estate specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

Reservation of Rights

w. The Special Master reserves the right to modify or impose, at or prior to the Auction, additional customary terms and conditions regarding the sale of the Sure Lock Assets and/or the Heritage Assets.

Request to Establish Deadlines and Schedule Hearing for Approval of the Sale

x. The Special Master requests that the Court establish dates for the following events set forth in the Bidding Procedures:

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

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Evaluation and Acceptance of Qualified Bids

t. Notwithstanding any other provision in these Bidding Procedures to the contrary, the Special Master may: (i) determine, in its business judgment, which bid constitutes the highest or best offer for the Sure Lock Assets and/or the Heritage Assets; and (ii) disqualify, at any time before entry of an order of the Court approving any bid as the Prevailing Bid, any bid that the Special Master determines, in his sole discretion is (A) inadequate or insufficient; (B) not in conformity with the requirements of the applicable law, the Asset Sale Procedures, or the terms and conditions of sale set forth in the Sure Lock Asset Purchase Agreement and/or the Heritage Asset Purchase Agreement; or (C) contrary to the best interests of the Special Master, the Companies, or their creditors.

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

Failure to Consummate Purchase; Backup Bids

v. Following approval of the Prevailing Bid at the Sale Hearing, if the Prevailing Bidder fails to consummate the approved transaction pursuant to the terms of the Prevailing Bid for any reason, other than a default by the Special Master, the next highest or otherwise best Qualifying Bid (the "Backup Bid"), as determined by the Special Master in the exercise of its business judgment and without further order of the Court, shall be designated by the Special Master as the new Prevailing Bid, and the related Qualifying Bidder (the "Backup Bidder") shall become, upon such designation, the new Prevailing Bidder. The Special Master shall thereupon be authorized, but not required, without further order of the Court, to

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Regulatory Approval

y. Certain aspects of the business of the Companies are regulated by the Oklahoma Department of Consumer Credit ("ODCC") pursuant to Titles 14A and 59 of the Oklahoma Statutes and related administrative rules. Notice and/or approval of ODCC may be necessary to effectuate a transfer of some or all of the Assets. The Special Master will take all reasonable steps to work with the Prevailing Bidder and the ODCC to effectuate a transfer of the Assets.

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

WHEREFORE, the Special Master respectfully requests that the Court enter an order (i) approving bidding procedures and for the sale of the Sure Lock Assets and Heritage Assets; (ii) establishing the dates required in the bidding procedures; (iii) scheduling a hearing for approval of the auction and sale of Sure Lock's and Heritage's assets; and (iv) granting the Special Master such other and further relief as this court deems just and proper.

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STEPHEN J. MORIARTY (OBA #6410)
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SPECIAL MASTER

Robert G. McCampbell, Esq.
Kristin L. Huffaker, Esq.
Crowe & Dunlevy
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Oklahoma City, OK 73102

James Farnham
6308 N. Harvard Avenue
Oklahoma City, OK 73122


Stephen J. Moriarty

CERTIFICATE OF MAILING

This is to certify that on the 2nd day of April, 2009, the foregoing was sent by U.S. Mail, first class, postage prepaid to:

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Jennifer Shaw, Esq.
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120 N. Robinson, Suite 860
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R. Scott Adams, Esq.
Adams & Associates, P.C.
204 North Robinson
Twenty-Fifth Floor
Oklahoma City, OK 73102

482642.1

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SURE LOCK ASSET PURCHASE AGREEMENT

BY AND AMONG

Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD. Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual

("SELLER")

EXHIBIT "A"
SURELOCK ASSET PURCHASE AGREEMENT

AND

("BUYER")

Dated _____, 2009

SURE LOCK ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated _____, 2009, by and among _____ ("Buyer"); and Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual (the "Companies") ("Seller").

RECITALS

WHEREAS, Sure Lock Loans, LLC is an Oklahoma limited liability company that operates lending offices located at (i) 2000 NW 39th Street, Oklahoma City, OK 73118, (ii) 1958 NW 10th Street, Oklahoma City, OK 73106, (iii) 108 S. Rockwell, Suite B, Oklahoma City, OK 73127, (iv) 2308 S. Air Depot Blvd., Midwest City, OK 73110, (v) 4844 S. Elwood Ave, Tulsa, OK 74126, (vi) 2110 Steve Owens Blvd, Miami, OK 74354, and (vii) 8916 Highway 59, Grove, OK 74344, including the loan portfolio of Sure Lock Loans, LLC and related assets (the "Sure Lock Assets")

WHEREAS, On April 1, 2009, the District Court of Oklahoma County entered its Order Appointing Special Master for the Companies and Approving Waiver of Special Master's Bond; Oklahoma Department of Securities v. Global West Funding, Ltd., Co., et al., Case No. CJ-2009-2773. Pursuant to the Order, the Special Master was given full authority to "operate and manage all assets" of the Companies. Further, Special Master was given the authority to "take immediate custody, possession, and control of any and all assets" of the Companies.

WHEREAS, on _____, the District Court entered an order authorizing Receiver to sell the Sure Lock Assets (the "Procedures Order").

SUBJECT TO COURT APPROVAL, Seller desires to sell to Buyer and Buyer desires to purchase all of the assets of Seller which are directly or indirectly related to, necessary for, or used in connection with the business of Sure Lock, LLC.

The parties, intending to be legally bound, subject to the terms and conditions of the Procedures Order, agree as follows:

1. SALE AND TRANSFER OF ASSETS; CLOSING

1.1 ASSETS TO BE SOLD

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to all of Seller's

property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

- (a) all real property, including all land and improvements and all appurtenances thereto, more particularly described at Exhibit "A" (the "Real Property");
(b) all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than inventories) of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto including those items described at Exhibit "B" (the "Tangible Personal Property");
(c) the promissory notes and loans made by Sure Lock Loans, LLC described at Exhibit "C" hereto (the "Sure Lock Loan Portfolio");
(e) all licenses, and permits associated with the operation the business of Sure Lock Loans, LLC, to the extent assignable or transferable under Oklahoma law.

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Assets unless Buyer expressly assumes that Liability pursuant to Section 1.4(a).

1.2 EXCLUDED ASSETS

Notwithstanding anything to the contrary in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

- (a) all cash, cash equivalents and short-term investments;
(b) all minute books, stock records and corporate seals;
(c) the shares of capital stock, or membership interests in, the Companies;
(d) all non Sure Lock Loan Portfolio claims against third parties;
(e) all insurance policies and rights thereunder;
(f) all rights of Seller under this Agreement.

1.3 CONSIDERATION

(a) The consideration for the Assets (the "Purchase Price") will be (a) _____ dollars (\$ _____).

(b) Contemporaneously with Buyer's execution and delivery of this Agreement, Buyer shall deposit \$10,000.00 in trust with Fellers, Snider, Blankenship, Bailey & Tippens, P.C. which shall be applied to the Purchase Price or refunded to Buyer if Buyer is not the Prevailing Bidder.

1.4 LIABILITIES

(a) Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):

- (i) any Liability as of the Closing Date in respect of accrued salary, vacation, paid time off and other benefits of employees of Companies who are hired by Buyer as of the Closing Date.
(ii) Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean every Liability of Seller other than the Assumed Liabilities.

1.5 ALLOCATION

The Purchase Price shall be allocated in accordance with Exhibit "C". After the Closing, the parties shall make consistent use of the allocation, fair market value and useful lives specified in Exhibit "C" for all Tax purposes and in all filings, declarations and reports with the IRS in respect thereof, including the reports required to be filed under Section 1060 of the Code. Buyer shall prepare and deliver IRS Form 8594 to Seller within forty-five (45) days after the Closing Date to be filed with the IRS. In any proceeding related to the determination of any Tax, neither Buyer nor Seller or Shareholders shall contend or represent that such allocation is not a correct allocation.

1.6 CLOSING

The purchase and sale provided for in this Agreement (the "Closing") will take place at the offices of Fellers, Snider, Blankenship, Bailey & Tippens, P.C., 100 North Broadway, Suite 1700, Oklahoma City, Oklahoma, commencing at 10:00 a.m. (local time) on _____

1.7 CLOSING OBLIGATIONS

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

- (a) Seller shall deliver to Buyer:
(i) a bill of sale for all of the Assets that are Tangible Personal Property in the form of Exhibit "D" (the "Bill of Sale") executed by Seller;
(ii) for each interest in Real Property a Deed in the form of Exhibit "E";

(iii) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance satisfactory to Buyer and its legal counsel and executed by Seller; and

(b) Buyer shall deliver to Seller the Purchase Price, by wire transfer to an account specified by Seller in a writing delivered to Buyer at least three (3) business days prior to the Closing Date.

1.8 ALLOCATION OF CLOSING COSTS AND PRORATIONS

- (a) The costs of Closing shall be allocated as follows:
(i) Buyer shall pay on the Closing Date any state, county, and local transfer taxes required as a result of the transfer of the assets hereunder to Buyer;
(ii) Buyer shall be responsible for the cost of (A) recording fees of the Deed, (B) any additional premium for an owner's policy of title insurance, the cost of any required endorsements, and the cost of any simultaneously issued lender's title policy, and (C) recording fees for any Buyer's financing documents;
(iii) Seller and Buyer shall equally pay for any escrow fees in connection with the Closing; and
(iv) Except as otherwise set forth herein, Buyer and Seller shall each bear their own costs and expenses in connection with the negotiation, purchase and approval of the purchase of the Assets and any transaction related thereto, including costs and fees associated with the retention of counsel, and neither Buyer nor seller will have any obligation with respect to costs and expenses incurred by the other in connection therewith.
(b) The following shall be prorated as of the Closing date and shall be settled by a credit or addition to the Purchase Price, as applicable, at the Closing:
(i) Accrued general real estate and other ad valorem and special taxes effecting the Real Property and any other real and personal property taxes, if any, for the dates up to and including the Closing Date; and
(ii) Charges and deposits for water, fuel, oil, gas, heat, electricity and other utility and operating charges (including telephone charges) and prepaid service accounts, all based on the last available invoice. Seller will obtain final utility bills as close as possible to the Closing Date. Upon receipt of the final bills, an appropriate adjustment shall be made so that Seller pays all utility bills through the Closing Date.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 EXISTENCE AND CAPACITY

(a) Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

(b) Pursuant to the Procedures Order, on the Closing Date, Seller will have the authority to sell, assign, transfer and deliver to Buyer the Deed, the Bill of Sale, and other necessary transfer and assignment documents.

2.2 Consents

(a) EXCLUSIVE AUTHORITY TO DETERMINE WHO MAY OWN AND OPERATE SOME OR ALL OF THE ASSETS MAY REST SOLELY WITH THE OKLAHOMA DEPARTMENT OF CONSUMER CREDIT. Buyer expressly assumes the risk as to whether they may own and operate the Assets acquired under the Sure Lock Asset Purchase Agreement.

2.3 LICENSES.

To Seller's knowledge, Sure Lock Loans, LLC is licensed to conduct certain lending activities pursuant to the laws of Oklahoma. To Seller's knowledge, Seller has delivered to Buyer a list of all applicable licenses relating to Sure Lock Loans LLC's business. BUYER EXPRESSLY ASSUMES THE RISK ASSOCIATED WITH ANY CONSENT OF THE OKLAHOMA DEPARTMENT OF CONSUMER CREDIT NECESSARY FOR BUYER TO CONDUCT LENDING OPERATIONS.

2.4 DESCRIPTION OF OWNED REAL PROPERTY

Exhibit "F" contains a correct legal description, street address and tax parcel identification number of all tracts, parcels and subdivided lots in which Seller has an ownership interest.

2.5 TITLE TO ASSETS; ENCUMBRANCES

(a) To Seller's knowledge, title to its respective estates in the Real Property is free and clear of any encumbrances, other than:

- (i) liens for Taxes for the current tax year which are not yet due and payable; and
- (ii) those described in Exhibit "G" ("Real Estate Encumbrances").

True and complete copies of (A) all deeds, existing title insurance policies and surveys of or pertaining to the Real Property and (B) all instruments, agreements and other documents evidencing, creating or constituting any Real Estate Encumbrances have been delivered to Buyer. Seller warrants to Buyer that, at the time of Closing, the Real Estate shall be free and clear of all Real Estate Encumbrances other than those identified on Exhibit "H" as acceptable to Buyer ("Permitted Real Estate Encumbrances").

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There is no pending proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with Closing.

3.4 BROKERS OR FINDERS

Neither Buyer nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the sale of the Assets.

4. COVENANTS OF SELLER PRIOR TO CLOSING

4.1 CURRENT EVIDENCE OF TITLE

(a) As soon as is reasonably possible, and in no event later than _____ (_____) Business Days after the date of this Agreement, Seller shall furnish to Buyer, at Buyer's expense, for each parcel, tract or subdivided land lot of Real Property:

- (i) from _____ (the "Title Insurer");

(A) title commitments issued by the Title Insurer to insure title to all Land, Improvements, insurable Appurtenances, if any, in the amount of that portion of the Purchase Price allocated to the Real Property, as specified in Exhibit "C", covering such Real Property, naming Buyer as the proposed insured and having an effective date after the date of this Agreement, wherein the Title Insurer shall agree to issue an ALTA 1992 form owner's policy of title insurance (each a "Title Commitment"); and

(ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters to be terminated or satisfied in order to issue the policy described in the Title Commitment or as special Schedule B-2 exceptions thereunder (the "Recorded Documents");

(b) Each Title Commitment shall include the Title Insurer's requirements for issuing its title policy, which requirements shall be met by Seller on or before the Closing Date (including those requirements that must be met by releasing or satisfying monetary Encumbrances, but excluding Encumbrances that will remain after Closing and those requirements that are to be met solely by Buyer).

- (c) If any of the following shall occur (collectively, a "Title Objection"):

(i) any Title Commitment or other evidence of title or search of the appropriate real estate records discloses that any party other than Seller has title to the insured estate covered by the Title Commitment; or

(ii) any title exception is disclosed in Schedule B to any Title Commitment that is not one of the Permitted Real Estate Encumbrances or one that Seller specifies when delivering the Title Commitment to Buyer as one that Seller will cause to be deleted from the Title Commitment concurrently with the Closing, including (A) any exceptions that pertain to Encumbrances securing any loans that do not constitute an Assumed Liability and (B) any

2.6 LEGAL PROCEEDINGS

(a) To Seller's knowledge, except as set forth in Exhibit "I", there is no pending legal proceeding involving the Companies.

2.7 BROKERS OR FINDERS

(a) Neither Seller nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Assets.

3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller follows:

3.1 ORGANIZATION AND GOOD STANDING

Buyer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____, with full corporate power and authority to conduct its business as it is now conducted.

3.2 AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and such action has been duly authorized by all necessary corporate action.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance by Buyer will give any party the right to prevent, delay or otherwise interfere with Closing pursuant to:

- (i) any provision of Buyer's governing documents;
- (ii) any resolution adopted by the board of directors or the shareholders of Buyer;
- (iii) any legal requirement or order to which Buyer may be subject; or
- (iv) any contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any consent from any party in connection with the execution and delivery of this Agreement.

3.3 CERTAIN PROCEEDINGS

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exceptions that Buyer reasonably believes could materially and adversely affect Buyer's use and enjoyment of the Real Property described therein; then Buyer shall notify Seller in writing ("Buyer's Notice") of such matters within ten (10) business days after receiving all of the Title Commitment, Survey and copies of Recorded Documents for the Facility covered thereby.

Seller shall use its Best Efforts to cure each Title Objection and take all steps required by the Title Insurer to eliminate each Title Objection as an exception to the Title Commitment. Any Title Objection that the Title Company is willing to insure over on terms acceptable to Seller and Buyer is herein referred to as an "Insured Exception." The Insured Exceptions, together with any title exception or matters disclosed by the Survey not objected to by Buyer in the manner aforesaid shall be deemed to be acceptable to Buyer.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

5.1 ACCURACY OF REPRESENTATIONS

(a) All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

5.2 SELLER'S PERFORMANCE

All of the covenants and obligations that Seller are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

5.3 CONSENTS

Buyer shall have received unconditional and binding commitments to issue policies of title insurance consistent with Section 4.1, dated the Closing Date, in an aggregate amount equal to the amount of the Purchase Price allocated to the Real Property, deleting all requirements listed in ALTA Schedule B-1, amending the effective date to the date and time of recordation of the deed transferring title to the Real Property to Buyer with no exception for the gap between closing and recordation, deleting or insuring over Title Objections as required pursuant to Section 4.2, attaching all endorsements required by Buyer in order to ensure provision of all coverage required pursuant to Section 4.2 and otherwise in form satisfactory to Buyer insuring Buyer's interest in each parcel of Real Property or interest therein to the extent required by Section 4.2.

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6. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

6.1 ACCURACY OF REPRESENTATIONS

All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made.

6.2 BUYER'S PERFORMANCE

All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

7. ACCESS TO RECORDS AND FURTHER ASSURANCES

7.1 RETENTION OF AND ACCESS TO RECORDS

After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those Records of Seller delivered to Buyer. Buyer also shall provide Seller reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns or deal with tax audits.

7.2 FURTHER ASSURANCES

Buyer and Seller shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

8. COURT APPROVAL

8.1 AGREEMENT SUBJECT TO HIGHER AND BETTER OFFER AND COURT APPROVAL

Buyer acknowledges Seller's obligation to close under this Agreement is subject to Seller's receipt of a higher and better offer and the approval of the District Court of Oklahoma County, Oklahoma and the terms and conditions of the Procedures Order.

E-mail address: smoriarty@fellersnider.com

Buyer: _____
Attention: _____
Fax no.: _____
E-mail address: _____
with a copy to: _____
Attention: _____
Fax no.: _____
E-mail address: _____

10.2 JURISDICTION; SERVICE OF PROCESS

Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the courts of the State of Oklahoma, County of Oklahoma and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

10.3 WAIVER; REMEDIES CUMULATIVE

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

10.4 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Buyer and Seller) and constitutes a complete and exclusive statement of the

9. INDEMNIFICATION; REMEDIES

9.1 SURVIVAL

All representations, warranties, covenants and obligations in this Agreement shall survive Closing.

9.2 INDEMNIFICATION AND REIMBURSEMENT BY BUYER

Buyer will indemnify and hold harmless Seller, and will reimburse Seller, for any Damages arising from or in connection with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(b) any Breach of any covenant or obligation of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on Buyer's behalf) in connection with any of the Contemplated Transactions; or

(d) any Assumed Liabilities.

10. GENERAL PROVISIONS

10.1 NOTICES

All notices, Consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

Seller : Stephen J. Moriarty, Special Master
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
100 North Broadway, Suite 1700
Oklahoma City, OK 73102
Fax no.: 405-843-4436

terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

10.5 ASSIGNMENTS, SUCCESSORS AND NO THIRD-PARTY RIGHTS

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties.

10.6 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.7 CONSTRUCTION

The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," "Sections" and "Parts" refer to the corresponding Articles, Sections and Parts of this Agreement and the Disclosure Letter.

10.8 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.9 GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of Oklahoma without regard to conflicts-of-laws principles that would require the application of any other law.

10.10 EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Buyer: _____
By: _____
Print Name: _____

Seller:
Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual

Stephen J. Moriarty, Special Master

EXHIBIT "B"
HERITAGE ASSET PURCHASE AGREEMENT

4827671

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HERITAGE ASSET PURCHASE AGREEMENT

BY AND AMONG

Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual

("SELLER")

AND

("BUYER")

Dated _____, 2009

HERITAGE ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated _____, 2009, by and among _____, a _____ ("Buyer"); and Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual (the "Companies") ("Seller").

RECITALS

WHEREAS, from time to time, the Companies purchased and acquired certain accounts from Heritage Estate Service, LLC (the "Heritage Assets")

WHEREAS, On April 1, 2009, the District Court of Oklahoma County entered its Order Appointing Special Master for the Companies and Approving Waiver of Special Master's Bond; *Oklahoma Department of Securities v. Global West Funding, Ltd., Co., et al.*, Case No. CJ-2009-2773. Pursuant to the Order, the Special Master was given full authority to "operate and manage all assets" of the Companies. Further, Special Master was given the authority to "take immediate custody, possession, and control of any and all assets" of the Companies.

WHEREAS, on _____, the District Court entered an order authorizing Receiver to sell the Heritage Assets (the "Procedures Order").

SUBJECT TO COURT APPROVAL, Seller desires to sell to Buyer and Buyer desires to purchase the Heritage Assets.

The parties, intending to be legally bound, subject to the terms and conditions of the Procedures Order, agree as follows:

1. SALE AND TRANSFER OF ASSETS; CLOSING

1.1 ASSETS TO BE SOLD

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in and to the Heritage Assets as described at Exhibit "A" (but excluding the Excluded Assets):

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

1.2 EXCLUDED ASSETS

Notwithstanding anything to the contrary in this Agreement, the following assets of Seller (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder, are excluded from the Assets and shall remain the property of Seller after the Closing:

- (a) all cash, cash equivalents and short-term investments;
- (b) all minute books, stock records and corporate seals;
- (c) the shares of capital stock, or membership interests in, the Companies;
- (d) all non-Heritage Asset claims against third parties;
- (e) all insurance policies and rights thereunder;
- (f) all rights of Seller under this Agreement.

1.3 CONSIDERATION

(a) The consideration for the Assets (the "Purchase Price") will be (a) _____ dollars (\$ _____).

(b) Contemporaneously with Buyer's execution and delivery of this Agreement, Buyer shall deposit \$10,000.00 in trust with Fellers, Snider, Blankenship, Bailey & Tippens, P.C. which shall be applied to the Purchase Price or refunded to Buyer if Buyer is not the Prevailing Bidder.

1.4 LIABILITIES

(a) Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):

- (i) None.
- (ii) Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean every Liability of Seller other than the Assumed Liabilities.

1.5 CLOSING

The purchase and sale provided for in this Agreement (the "Closing") will take place at the offices of Fellers, Snider, Blankenship, Bailey & Tippens, P.C., 100 North Broadway, Suite 1700, Oklahoma City, Oklahoma, commencing at 10:00 a.m. (local time) on _____.

1.6 CLOSING OBLIGATIONS

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

- (a) Seller shall deliver to Buyer:

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2.3 LEGAL PROCEEDINGS

(a) To Seller's knowledge, except as set forth in Exhibit "C", there is no pending legal proceeding involving the Companies.

2.4 BROKERS OR FINDERS

(a) Neither Seller nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payments in connection with the sale of the Assets.

3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller follows:

3.1 ORGANIZATION AND GOOD STANDING

Buyer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____, with full corporate power and authority to conduct its business as it is now conducted.

3.2 AUTHORITY; NO CONFLICT

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and such action has been duly authorized by all necessary corporate action.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance by Buyer will give any party the right to prevent, delay or otherwise interfere with Closing pursuant to:

- (i) any provision of Buyer's governing documents;
- (ii) any resolution adopted by the board of directors or the shareholders of Buyer;
- (iii) any legal requirement or order to which Buyer may be subject; or
- (iv) any contract to which Buyer is a party or by which Buyer may be bound.

Buyer is not and will not be required to obtain any consent from any party in connection with the execution and delivery of this Agreement.

3.3 CERTAIN PROCEEDINGS

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(i) a bill of sale for the Heritage Assets in the form of Exhibit "B" (the "Bill of Sale") executed by Seller; and

(ii) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance satisfactory to Buyer and its legal counsel and executed by Seller;

(b) Buyer shall deliver to Seller the Purchase Price, by wire transfer to an account specified by Seller in a writing delivered to Buyer at least three (3) business days prior to the Closing Date.

1.8 ALLOCATION OF CLOSING COSTS AND PRORATIONS

(a) The costs of Closing shall be allocated as follows:

(i) Buyer shall pay on the Closing Date any state, county, and local transfer taxes required as a result of the transfer of the assets hereunder to Buyer; and

(ii) Except as otherwise set forth herein, Buyer and Seller shall each bear their own costs and expenses in connection with the negotiation, purchase and approval of the purchase of the Assets and any transaction related thereto, including costs and fees associated with the retention of counsel, and neither Buyer nor seller will have any obligation with respect to costs and expenses incurred by the other in connection therewith.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 EXISTENCE AND CAPACITY

(a) Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.

(b) Pursuant to the Procedures Order, on the Closing Date, Seller will have the authority to sell, assign, transfer and deliver to Buyer the Bill of Sale, and other necessary transfer and assignment documents.

2.2 Consents

(a) EXCLUSIVE AUTHORITY TO DETERMINE WHO MAY OWN AND OPERATE SOME OR ALL OF THE ASSETS MAY REST SOLELY WITH THE OKLAHOMA DEPARTMENT OF CONSUMER CREDIT. Buyer expressly assumes the risk as to whether they may own and operate the Assets acquired under the Heritage Asset Purchase Agreement.

3

There is no pending proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with Closing.

3.4 BROKERS OR FINDERS

Neither Buyer nor any of its Representatives have incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with the sale of the Assets.

4. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

4.1 ACCURACY OF REPRESENTATIONS

(a) All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

4.2 SELLER'S PERFORMANCE

All of the covenants and obligations that Seller are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

5. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

5.1 ACCURACY OF REPRESENTATIONS

All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the time of the Closing as if then made.

5.2 BUYER'S PERFORMANCE

All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these

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covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

6. ACCESS TO RECORDS AND FURTHER ASSURANCES

6.1 RETENTION OF AND ACCESS TO RECORDS

After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those Records of Seller delivered to Buyer. Buyer also shall provide Seller reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns or deal with tax audits.

6.2 FURTHER ASSURANCES

Buyer and Seller shall cooperate reasonably with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and shall (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents; and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions.

7. COURT APPROVAL

7.1 AGREEMENT SUBJECT TO HIGHER AND BETTER OFFER AND COURT APPROVAL

Buyer acknowledges Seller's obligation to close under this Agreement is subject to Seller's receipt of a higher and better offer and the approval of the District Court of Oklahoma County, Oklahoma and the terms and conditions of the Procedures Order.

8. INDEMNIFICATION; REMEDIES

8.1 SURVIVAL

All representations, warranties, covenants and obligations in this Agreement shall survive Closing.

8.2 INDEMNIFICATION AND REIMBURSEMENT BY BUYER

Buyer will indemnify and hold harmless Seller, and will reimburse Seller, for any Damages arising from or in connection with:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

9.3 WAIVER; REMEDIES CUMULATIVE

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

9.4 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent and any confidentiality agreement between Buyer and Seller) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

9.5 ASSIGNMENTS, SUCCESSORS AND NO THIRD-PARTY RIGHTS

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties.

9.6 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.7 CONSTRUCTION

The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," "Sections"

(h) any Breach of any covenant or obligation of Buyer in this Agreement or in any other certificate, document, writing or instrument delivered by Buyer pursuant to this Agreement;

(c) any claim by any Person for brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such Person with Buyer (or any Person acting on Buyer's behalf) in connection with any of the Contemplated Transactions; or

(d) any Assumed Liabilities.

9. GENERAL PROVISIONS

9.1 NOTICES

All notices, Consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

Seller : Stephen J. Moriarty, Special Master
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
100 North Broadway, Suite 1700
Oklahoma City, OK 73102
Fax no.: 405-843-4436
E-mail address: smoriarty@fellerssnider.com

Buyer: _____
Attention: _____
Fax no.: _____
E-mail address: _____
with a copy to: _____
Attention: _____
Fax no.: _____
E-mail address: _____

9.2 JURISDICTION; SERVICE OF PROCESS

Any Proceeding arising out of or relating to this Agreement or any Contemplated Transaction may be brought in the courts of the State of Oklahoma, County of Oklahoma and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only

and "Parts" refer to the corresponding Articles, Sections and Parts of this Agreement and the Disclosure Letter.

9.8 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

9.9 GOVERNING LAW

This Agreement will be governed by and construed under the laws of the State of Oklahoma without regard to conflicts-of-laws principles that would require the application of any other law.

9.10 EXECUTION OF AGREEMENT

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Buyer: _____
By: _____
Print Name: _____

Seller:
Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBALWEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual

Stephen J. Moriarty, Special Master

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement ("Agreement") is entered into by and between Stephen J. Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST FUNDING, LTD. Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma limited liability company; SURE LOCK LOANS LLC, an Oklahoma limited liability company; THE WAVE-GOLDMADE, LTD., an unincorporated association; and BRIAN MCKYE, an individual and the company shown below ("Company"). This Agreement is effective as of the date signed by Company.

- 1. In connection with a possible transaction(s) (the "Possible Transaction") between the undersigned parties, and in order to allow each party to evaluate, consummate and/or perform the Possible Transaction, each party hereto understands that the other (as a "Disclosing Party") has disclosed and/or may disclose to the other (as a "Receiving Party") Proprietary Information. "Proprietary Information", as to information disclosed by a party hereto shall mean business and/or financial information about the Disclosing Party's properties, employees, customers, finances, plans, operations, trade secrets, client, patient or contact information. Proprietary Information, as to either party, shall not include, however, information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement; (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party; or (iii) becomes obligated not to disclose the Proprietary Information to the Receiving Party. For purposes of this Agreement, (i) "Representative" shall mean, as to any party, its directors, officers, employees, agents and advisors (including, without limitation, financial advisors, attorneys and accountants) and debt and equity financing sources and their advisors and Representatives; and (ii) "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
2. On the Disclosing Party's request at any time, the Receiving Party shall promptly return all of the Proprietary Information of the Disclosing Party and all copies, reproductions, summaries, analyses or extracts thereof, including any electronic or computer file copies, or any other materials based thereon in the Receiving Party's possession or control.
3. Notwithstanding anything to the contrary herein, Company shall not contact any representative(s) or employee of the entities for which Special Master has been appointed without the prior written consent of Special Master.
4. The obligations of this Agreement shall survive the termination of any negotiations or discussions between the undersigned parties regarding such Possible Transaction for two (2) years. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same original. A facsimile signature on any counterpart shall be binding upon the parties as an original. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its principles or rules regarding conflicts of laws.

EXHIBIT "C"
MUTUAL CONFIDENTIALITY AGREEMENT

"SPECIAL MASTER"

"COMPANY"
ENTITY: _____

Stephen J. Moriarty, Special Master

By: _____

Date: _____

Its: _____

Date: _____