



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

JAN 15 2015

30 *[Signature]*  
COURT CLERK

Oklahoma Department of Securities )  
ex rel. Irving L. Faught, Administrator, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Seabrooke Investments, LLC, et al., )  
 )  
Defendants. )

Case No. CJ-2014-4515

**MOTION OF WAYNE DOYLE  
FOR LEAVE TO INTERVENE AS PARTY DEFENDANT**

COMES NOW Movant, Wayne Doyle, and moves the court to allow Movant to intervene in the above entitled and styled proceedings as a party Defendant for the purposes set forth herein. Movant shows this court in support of this Motion the following matters:

1. That your Movant has and was the holder of the a legally valid and binding mortgage pledged to Wayne Doyle granted by Bricktown Capital, LLC on the 9<sup>th</sup> day of April, 2014, properly recorded in the Official Records of the Oklahoma County Clerk on April 10, 2014, Pages 1174 through 1178, some four (4) months prior to the institution of this action by the Oklahoma Department of Securities.

2. That the Mortgage encumbered certain real property described as follows:

A part of the Southwest Quarter (SW/4) of Section THIRTY-SIX (36), Township TWELVE (12) North, Range THREE (3) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: Beginning at the Southwest corner of the said Southwest Quarter (SW/4); thence North on the West line a distance of 225 feet; thence East and parallel to the South Section line a distance of 50 feet; thence North and parallel to the West section line a distance of 250 feet; thence East and parallel with the South section line a distance of 605.12 feet; thence South and parallel with the West Section line a distance of 425 feet; thence West and parallel with the South Section line a distance of 380.12 feet; thence South and parallel with the West Section line a distance of 50 feet to a

point on the South Section line; thence West on said South Section line a distance of 275 feet to the point of beginning. Less and Except that part described as follows: Beginning 50.00 feet East of and 33.00 feet North of the Southwest corner of said Southwest Quarter (SW/4); thence East along the North right-of-way line of Reno Avenue a distance of 225.00 feet; thence North a distance of 17.00 feet; thence South 89°49'16" West a distance of 205.02 feet; thence North 45°12'48" West a distance of 28.30 feet to a point on the East right-of-way line of Eastern Avenue; thence South along said right-of-way line a distance of 37 feet to a point of beginning. And Less and Except that part described as follows: Beginning 445.82 feet North and 50 feet East of the Southwest corner of the Southwest Quarter (SW/4); thence North a distance of 30 feet; thence East a distance of 30 feet; thence in a Southwesterly direction a distance of 42.77 feet to the point of beginning.

(the "Mortgaged Property"). The Mortgaged Property is better known as, and has been referred to in this matter as, the Bricktown Hotel.

3. The Bricktown Hotel was released from the Receivership in this matter by this Court's Order Modifying Relief, entered September 9, 2014. A copy of said Order is attached as Exhibit "A" hereto.

4. The Order Modifying Relief stated, among other things, the following:

IT IS FURTHER ORDERED that the asset known as the Bricktown Hotel be released from the asset freeze and the receivership herein effective immediately.

IT IS FURTHER ORDERED that if the Bricktown Hotel is sold for an amount greater than the amounts owed on valid mortgages existing as of the date of this order, the remaining funds will be used to pay, on a pro rate basis, investor restitution owed by Defendants as determined by this Court.

5. On or around December, 2014, a buyer of the Bricktown Hotel was identified and a purchase contract was entered into for the sale of the Bricktown Hotel from Bricktown Capital, LLC to a third party purchaser, Prominent Hotels, LLC.

6. The contract sale price allowed for the payment of real estate taxes, closing and related costs, the full payoff of the first mortgage granted to Quail Creek Bank, the full payoff of the second mortgage to the U.S. Small Business Administration, and a partial payment against

Movant's third priority mortgage.

7. The Receiver, Ryan Leonard, objected to the payment of any portion of the proceeds to Movant's mortgage. Rather, he demanded that all proceeds in excess of the first and second mortgage be paid directly to the Receivership. It is believed the Receiver wishes to object the validity of Movant's mortgage.

8. Despite there being no litigation pending or filed which would invalidate Movant's mortgage against the Bricktown Hotel, and to prevent the sale from collapsing, Movant agreed to allow the excess proceeds be paid to the Oklahoma County Clerk Court under what the parties deem in essence an interpleader action.

9. The Receiver and Movant executed an Agreement on Instructions for Closing, attached hereto as Exhibit "B" hereto.

10. The Agreement provided that the proceeds attributable to Movant's Mortgage would be paid into Court and any rights which Movant or the Receiver had at the time of sale would attach to the interpled funds, and any and all claims as to the validity or invalidity of Movant's mortgage would be presented at a later date.

11. Movant is entitled to the excess proceeds pursuant to his properly filed Mortgage and that under the laws of the State of Oklahoma, your Movant has rights and interests in the proceeds which by agreement have been paid into the Oklahoma County Clerk in this matter and Movant's rights cannot be properly protected absent your Movants' intervention into these proceedings;

12. That Title 12 O.S. 2006 §2019 provides in pertinent part as follows:

**§2019. Joinder of persons needed for just adjudication**

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A. PERSONS TO BE JOINED IF FEASIBLE. A person who is subject to service

of process shall be joined as a party in the action if:

1. In his absence complete relief cannot be accorded among those already parties; or
2. He claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may:
  - a. as a practical matter, impair or impede his ability to protect that interest;

\*\*\*\*

13. That Movant respectfully submits to the court that absent his joinder in this action and the consequent ability to assert and defend his mortgage and competing claims as it may have, its ability to protect the interest from adverse actions, the interest it claims herein is impaired and impeded within the meaning of the above cited provisions of Oklahoma law.

WHEREFORE, Movant, Wayne Doyle, respectfully prays the court grant him leave to intervene in these proceedings and allow him twenty (20) days from and after entry of an Order granting the relief requested herein within which to file a claim in defense of his Mortgage and/or seek declaratory relief in his favor for an award of the excess proceeds held by the Oklahoma County Clerk and enjoin the Receiver from further adverse Court processes against his legitimate and valid legal interest in and to the excess proceeds, and to assert such other claims as he may possess relating to his mortgage and the excess proceeds referred to herein.

RESPECTFULLY SUBMITTED



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EDWARD O. LEE, OBA # 5334  
BILLY LEWIS, OBA # 19862  
Lee, Goodwin, Lee, Lewis & Dobson  
1300 E. 9<sup>th</sup> STE 1  
Edmond, OK 73034  
(405) 330-0118  
(405) 330-0767 (fax)  
blewis@edmondlawoffice.com

## CERTIFICATE OF MAILING

The undersigned certifies to the Court and to all parties that a true and correct copy of the above and foregoing pleading was deposited into the United States Mails, first-class postage pre-paid thereon this \_\_\_ day of January, 2015 and addressed to the following persons:

Patricia Labarthe  
Jennifer Shaw  
120 N. Robinson, STE 860  
Oklahoma City, OK 73102

Jim Lee  
One Broadway, Exec. PK. Ste 230  
201 NE 63<sup>rd</sup> Street  
Oklahoma City, OK 73116

David L. Nunn  
PO Box 230  
Edmond, Oklahoma 73083

Mark A. Robertson  
Michael Paul Kirschner  
Robertson & Williams  
9658 N. May Avenue, STE 200  
Oklahoma City, OK 73120

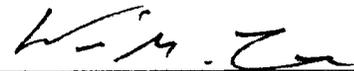
Robert D. Edinger  
Edinger & Associates, PLLC  
116 East Sheridan, Suite 207  
Oklahoma City, OK 73104

Rollin Nash, Jr.  
Nash, Cohenour  
4101 Perimeter Center Dr., STE 200  
Oklahoma City, OK 73112

R. Stephen Hayes  
First Commercial Bank Bldg.  
3805 W. Memorial Road  
Oklahoma City, OK 73134

John M. Thompson  
Crowe & Dunlevy  
Braniff Building  
324 N. Robinson Ave., Ste 100  
Oklahoma City, OK 73102

Claire C. Bailey  
David Poarch  
Bailey & Poarch  
PO Box 1521  
Norman, Oklahoma 73070



William M. Lewis



On August 11, 2014, the Department filed the *Application for Temporary Restraining Order, Order Freezing Assets, Order Appointing Receiver, Order for Accounting and Temporary Injunction* pursuant to the Act.

On August 11, 2014, this Court entered the *Temporary Restraining Order, Order Freezing Assets, Order Appointing Receiver, Order for Accounting and Temporary Injunction*.

On September 5, 2014 entered the *Temporary Injunction and Ancillary Relief (Temporary Injunction)*.

A significant asset of the receivership is the Bricktown Hotel and Convention Center (Bricktown Hotel), an asset owned by Defendant Bricktown Capital LLC. Operation of the Bricktown Hotel has required substantial time of the Receiver and resulted in substantial expense to the receivership. The Receiver has determined that the Bricktown Hotel is operating at a deficit and has for at least a year. The amount due on the primary mortgage on the Bricktown Hotel is in excess of One Million Eight Hundred Thousand Dollars (\$1,800,000). The amount due on the secondary mortgage on the Bricktown Hotel is approximately Three Hundred Fifty Thousand Dollars (\$350,000). The Department and the Receiver believe that the current value of the Bricktown Hotel is less than the value of the Bricktown Hotel's existing mortgages.

The parties wish to modify the Temporary Injunction by releasing Bricktown Capital LLC from the asset freeze and receivership and by releasing the Bricktown Hotel from the asset freeze and receivership, with it also being agreed that the Receiver and the Plaintiff shall be released and indemnified from and against all liability and loss for any debts or obligations, acts or omissions, of whatever nature of Bricktown Capital LLC and the Bricktown Hotel. All other provisions of the Temporary Injunction shall remain in effect.

IT IS HEREBY ORDERED that Bricktown Capital LLC be released from the receivership and the asset freeze herein effective immediately.

IT IS FURTHER ORDERED that monies in the following bank accounts of Bricktown Capital LLC, be allocated as follows:

(1) \$42,214.23 from the Bank of the West account number xxx-xx0749 and \$1,822.49 from the Bank of the West account number xxx-xx5268 shall be released to Bricktown Capital LLC; and

(2) \$34,500.94 from the Bank of the West account number xxx-xx9583 and \$9,575.75 from the Bank of the West account number xxx-xx0749 shall remain in the full custody and control of the Receiver and shall be transferred immediately by Bank of the West to an account in the name of the Receiver.

IT IS FURTHER ORDERED that the asset known as the Bricktown Hotel be released from the asset freeze and the receivership herein effective immediately.

IT IS FURTHER ORDERED that the Receiver and the Plaintiff be released and indemnified from and against all liability and loss for any debts or obligations, acts or omissions, of whatever nature of Bricktown Capital LLC and the Bricktown Hotel.

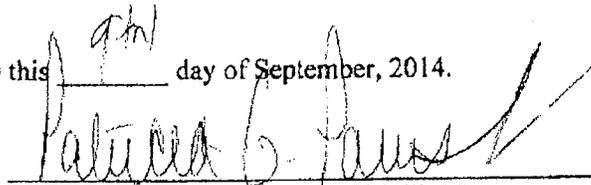
IT IS FURTHER ORDERED that if the Bricktown Hotel is sold for an amount greater than the amounts owed on valid mortgages existing as of the date of this order, the remaining funds will be used to pay, on a pro rata basis, investor restitution owed by Defendants as determined by this Court.

IT IS FURTHER ORDERED that if Bricktown Capital LLC or Bricktown Hotel receives proceeds from insurance litigation or settlement relating to any claim from damages to the Bricktown Hotel that occurred in 2013, in an amount greater than the amounts owed on valid

mortgages existing as of the date of this order and the amount necessary to repair the damages sustained from the 2013 incident, the remaining funds will be used to pay, on a pro rata basis, investor restitution owed by Defendants as determined by this Court.

IT IS FURTHER ORDERED that all other provisions of the Temporary Injunction shall remain in effect.

THIS ORDER IS ENTERED this 9<sup>th</sup> day of September, 2014.

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

APPROVED



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Patricia A. Labarthe, OBA #10391  
Jennifer Shaw, OBA #20839  
Oklahoma Department of Securities  
120 North Robinson, Suite 860  
Oklahoma City, Oklahoma 73102  
Telephone (405) 280-7700  
Facsimile (405) 280-7742  
plabarthe@securities.ok.gov  
jshaw@securities.ok.gov  
Attorneys for Plaintiff



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Mark A. Robertson, OBA#7663  
Michael Paul Kirschner, OBA#5056  
Robertson & Williams  
9658 North May Avenue, Suite 200  
Oklahoma City, Oklahoma 73120  
Telephone (405) 848-1944  
Facsimile (405) 843-6707  
mark@robertsonwilliams.com  
mike@robertsonwilliams.com

and

Jim W. Lee, OBA#5336  
Lee & Kisner  
One Broadway Executive Park, Suite 230  
201 Northwest 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73116  
Telephone (405) 848-5532  
Facsimile (405) 848-5502  
jimlee@legalassociatesllc.net  
Attorneys for Defendants

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Robert D. Edinger, OBA#2619  
Robert Edinger PLLC  
116 East Sheridan, Suite 207  
Oklahoma City, Oklahoma 73104  
Telephone (405) 702-9900  
Facsimile (405) 605-8381  
redinger@edingerpllc.com  
Attorney for Receiver

APPROVED

---

Patricia A. Labarthe, OBA #10391  
Jennifer Shaw, OBA #20839  
Oklahoma Department of Securities  
120 North Robinson, Suite 860  
Oklahoma City, Oklahoma 73102  
Telephone (405) 280-7700  
Facsimile (405) 280-7742  
plabarthe@securities.ok.gov  
jshaw@securities.ok.gov  
Attorneys for Plaintiff

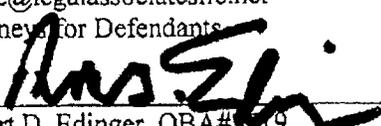
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One Broadway Executive Park, Suite 230  
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Oklahoma City, Oklahoma 73116  
Telephone (405) 848-5532  
Facsimile (405) 848-5502  
jimlee@legalassociatesllc.net  
Attorneys for Defendants

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Robert D. Edinger, OBA#2019  
Robert Edinger PLLC  
116 East Sheridan, Suite 207  
Oklahoma City, Oklahoma 73104  
Telephone (405) 702-9900  
Facsimile (405) 605-8381  
redinger@edingerpllc.com  
Attorney for Receiver

## AGREEMENT ON INSTRUCTION FOR CLOSING

THIS AGREEMENT ("Agreement") made by and between Ryan Leonard, Receiver ("Receiver"), as appointed in the certain civil proceeding entitled "Oklahoma Department of Securities ex rel Irving L. Faught, Administrator, Plaintiff, vs. Seabrooke Investments, LLC, et al.", Case No. CJ-2014-4515, (the "Lawsuit"), Bricktown Capital, LLC ("Bricktown") and Wayne Doyle ("Doyle"). This Agreement is accepted by Stewart Abstract & Title of Oklahoma ("Stewart"), as evidenced by its signature below.

### RECITALS

WHEREAS, Stewart has been requested to close a certain sale of real property which is commonly known by the Receiver and Bricktown, as the "Bricktown Hotel and Convention Center" (the "Hotel"); and

WHEREAS, as part of the Settlement Statement (HUD-1) involving the sale of the Hotel, the Receiver and Doyle assert competing claims to \$187,858.90 in proceeds from the sale; and

WHEREAS, the Receiver and Doyle agree that the sale of the Hotel should occur as quickly as possible, and the question regarding the rights to \$187,858.90 of the sale proceeds should not impede or delay the closing of the sale of the Hotel; and

WHEREAS, the Receiver and Doyle agree that the \$187,858.90 should be interpleaded into the Lawsuit and that Stewart is instructed to pay said amount to the District Court Clerk of Oklahoma County, Case No. CJ-2014-4515 as funds to be interpleaded by the Receiver, Bricktown Capital LLC, and Doyle for an order from the Court as to how said funds should be distributed.

NOW THEREFORE, in consideration of the Recitals set forth above, and the agreements set forth below, it is therefore agreed as follows:

### AGREEMENTS

1. Agreement to Close Sale of Hotel. The Receiver, Bricktown and Doyle agree that Stewart shall immediately close the sale of the Hotel as expeditiously as possible, and without delay.
2. Interpleader of the \$187,858.90. The Receiver and Doyle agree that rights to the \$187,858.90 in sales proceeds from the sale of the Bricktown Hotel and Convention Center is in dispute between the parties and, that accordingly, same shall be paid by Stewart to the District Court Clerk of Oklahoma County, Case No. CJ-2014-4515 as funds to be interpleaded in said matter by the Receiver and Doyle.
3. Interpleader For Future Court Order. The Receiver, Bricktown and Doyle shall execute a joint motion to interplead said \$187,858.90 into the Lawsuit and request an Order from the Court memorializing the terms of this Agreement as soon as is practically convenient.

EXHIBIT \_\_\_\_\_

B

Thereafter, the respective parties shall assert their respective interests in the proceeds delivered to the Court for a determination by the Court on the proper distribution of said interpleaded funds.

4. Parties' Rights Reserved for Interpleader. The Receiver, Bricktown and Doyle agree that if, in order to facilitate the Closing by Stewart, Doyle executes a release of any mortgage lien he claims in the Bricktown Hotel and Convention Center, said release of mortgage lien will neither validate or invalidate said mortgage for purposes of the Court's ruling on the rights of Doyle or the Receiver to the \$187,858.90 interpled funds. Rather, any interest which Doyle asserts based on the claimed validity of said mortgage shall attach to the interpled funds, and any interest which the Receiver asserts based on the invalidity of said mortgage shall likewise attach to the interpled funds. Doyle and the Receiver reserve all right to assert the validity or invalidity of the said mortgage in the Lawsuit as applicable to the interpled funds and to present the issue for determination by the Court.

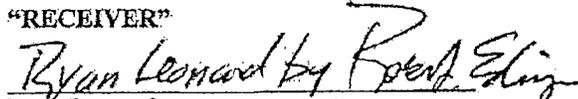
5. Reliance by Stewart. Stewart is authorized to rely upon this Agreement and instructions herein for payment of said \$187,858.90 to the District Court Clerk of Oklahoma County, Case CJ-2014-4515. Stewart is further directed to reflect said funds on the Settlement Statement for closing as follows: "Paid as interpleader to the District Court of Oklahoma County, Case CJ-2014-4515." Upon fulfillment of these instructions, Stewart is fully released and held harmless by the Receiver, Bricktown, and Doyle and Stewart will not be liable to any parties hereto nor to any other person, firm or corporation by reason of said payment.

6. Entire Agreement. This is the entire agreement of the parties and shall be binding on the parties hereto and the heirs, successors and assigns. No modification of this agreement shall be effective unless in writing and signed by all parties hereto.

The UNDERSIGNED have executed this instrument on the date appearing opposite each Party's respective signature.

Signed: December 22, 2014

"RECEIVER"

  
Ryan Leonard

BRICKTOWN CAPITAL LLC

Signed: December \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Tom W. Seabrooke, Manager

WAYNE DOYLE

Thereafter, the respective parties shall assert their respective interests in the proceeds delivered to the Court for a determination by the Court on the proper distribution of said interpleaded funds.

4. Parties' Rights Reserved for Interpleader. The Receiver, Bricktown and Doyle agree that if, in order to facilitate the Closing by Stewart, Doyle executes a release of any mortgage lien he claims in the Bricktown Hotel and Convention Center, said release of mortgage lien will neither validate or invalidate said mortgage for purposes of the Court's ruling on the rights of Doyle or the Receiver to the \$187,858.90 interpled funds. Rather, any interest which Doyle asserts based on the claimed validity of said mortgage shall attach to the interpled funds, and any interest which the Receiver asserts based on the invalidity of said mortgage shall likewise attach to the interpled funds. Doyle and the Receiver reserve all right to assert the validity or invalidity of the said mortgage in the Lawsuit as applicable to the interpled funds and to present the issue for determination by the Court.

5. Reliance by Stewart. Stewart is authorized to rely upon this Agreement and instructions herein for payment of said \$187,858.90 to the District Court Clerk of Oklahoma County, Case CJ-2014-4515. Stewart is further directed to reflect said funds on the Settlement Statement for closing as follows: "Paid as interpleader to the District Court of Oklahoma County, Case CJ-2014-4515." Upon fulfillment of these instructions, Stewart is fully released and held harmless by the Receiver, Bricktown, and Doyle and Stewart will not be liable to any parties hereto nor to any other person, firm or corporation by reason of said payment.

6. Entire Agreement. This is the entire agreement of the parties and shall be binding on the parties hereto and the heirs, successors and assigns. No modification of this agreement shall be effective unless in writing and signed by all parties hereto.

The UNDERSIGNED have executed this instrument on the date appearing opposite each Party's respective signature.

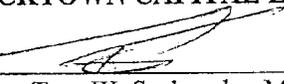
**"RECEIVER"**

Signed: December \_\_\_\_\_, 2014

\_\_\_\_\_  
Ryan Leonard

**BRICKTOWN CAPITAL LLC**

Signed: December 19, 2014

BY:   
\_\_\_\_\_  
Tom W. Seabrooke, Manager

**WAYNE DOYLE**

Signed: December 19, 2014

Wayne Doyle

Stewart Abstract & Title of Oklahoma accepts the above instructions.

Signed: December 21, 2014

Margaret Miller  
(Signature)

MARGARET MILLER BVP  
(Print Name and Title)

## RESOLUTION OF BRICKTOWN CAPITAL, LLC

Whereas, BRICKTOWN CAPITAL, LLC has entered into a Purchase Agreement with PROMINENT HOTELS, LLC, to sell real property, the purchase amount being Two Million Five Hundred Fifty Thousand and No/100 Dollars (\$2,550,000.00), said property being described as shown on Exhibit "A" attached hereto and made a part hereof.

Now Therefore, Be It Resolved, Tom W. Seabrooke, Manager, is hereby authorized to sell the property and said Manager is authorized to execute and deliver such contracts, settlement statements, disclosure statements, affidavits, assignments, and any and all other documents, as may be necessary and appropriate to consummate the sale.

Dated December 19, 2014.

BRICKTOWN CAPITAL, LLC, an  
Oklahoma limited liability company

By: \_\_\_\_\_

Tom W. Seabrooke, Manager