

IN THE DISTRICT COURT OF LOGAN COUNTY,
STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF SECURITIES,
ex rel., IRVING L. FAUGHT, Administrator,

Plaintiff,

vs.

Case No. CJ-2004-256

MARSHA SCHUBERT, an individual, and d/b/a
SCHUBERT AND ASSOCIATES;

RICHARD L. SCHUBERT, an individual and d/b/a
SCHUBERT AND ASSOCIATES;

and

SCHUBERT AND ASSOCIATES, an unincorporated
association,

Defendants.

APPLICATION BY RECEIVER FOR APPROVAL OF EMPLOYMENT
OF AUCTIONEERS

COMES NOW, Douglas L. Jackson, Receiver for Defendants Marsha Schubert, Richard Schubert and Schubert and Associates, and would show the Court the following:

1. Mr. Jackson was appointed Receiver by Order of this Court entered in the above-entitled case on October 14, 2004. Mr. Jackson has qualified to act as Receiver and filed his Oath of Receiver on October 18, 2004.

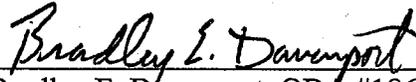
2. The Receiver has employed Lippard Auctioneers, Inc. ("Lippard") and believes it is necessary to have the auctioneers employed to assist in the sale and liquidation of certain assets of Defendants, including the business premises and real estate of Schubert and Associates and Kattails, LLC in Crescent, Oklahoma, and personal property including inventory of Kattails, business equipment, a 1997 Chevrolet Astro van, a 2003 Ford F-150 pickup truck, and a 2000 Sea Ray boat.

5. The Receiver seeks the Court's authorization to employ Lippard Auctioneers, Inc. to assist in the sale and liquidation of assets on behalf of the receivership. A copy of Lippard

Auctioneers, Inc.'s proposed Real Estate Contract and Personal Property Contract is attached hereto as Exhibit "A."

WHEREFORE, Receiver requests the Court approve his employment of the auctioneering firm of Lippard Auctioneers, Inc. of Enid, Oklahoma as auctioneers to assist Receiver in the sale and liquidation of the business premises and real estate of Schubert and Associates and Kattails, LLC in Crescent, Oklahoma, and certain personal property including inventory, business equipment, vehicles and a boat.

Respectfully submitted,



Bradley E. Davenport, OBA #18687
GUNGOLL, JACKSON, COLLINS, BOX & DEVOLL, P.C.
Post Office Box 1549
Enid, Oklahoma 73702-1549
(580) 234-0436 phone number
(580) 233-1284 facsimile number
Attorney for Court-Appointed Receiver
Douglas L. Jackson

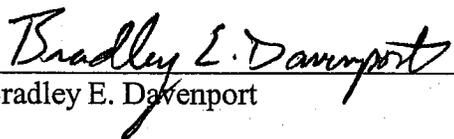
CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of December 2004, I mailed a true and correct copy of the above and foregoing instrument, postage pre-paid to:

Gerri Stuckey
Amanda Cornmesser
Oklahoma Department of Securities
First National Center, Suite 860
120 N. Robinson
Oklahoma City, OK 73102

Mack Martin
Martin Law Office
119 N. Robinson, Suite 360
Oklahoma City, OK 73102
Attorneys for Defendant Marsha Schubert,
individually, and d/b/a Schubert & Associates,
Schubert & Associates.

William J. Baker
Hert, Baker & Koemel, PC
P. O. Box 668
Stillwater, OK 74076
Attorney for Defendant Richard Schubert, individually
and d/b/a Schubert and Associates



Bradley E. Davenport

Enid Office info
1102 W. Broadway
580-237-7174
580-234-7800



Kingfisher info
PO Box 744
(866)874-7100 toll free

REAL ESTATE CONTRACT

This is an agreement entered into this 23 Day of DECEMBER 20 04
I or we hereby grant unto Lippard Auctioneers, Inc. The exclusive right and authority
to sell at Public Auction the following

Auction Type: Business Real Estate Auction
Auction Date February 12th or 26th **Time:** 10:00 AM
Auction Location at: 302 N Grand **Legal Description:** Lots 1-3 Block 7
City of: Crescent **County of:** Logan, OKLAHOMA
Terms: 10% OF PURCHASE PRICE WILL BE PLACED IN ESCROW DAY OF AUCTION BALANCE DUE AT CLOSING COMMISSION 6%

Liens on property: _____
Advertising Cost: See Personal Property Contract
Brochures: Full color _____ Cost \$ _____
Advertising Newspapers:
See advertising proposal in Personal Property Contract.

Advertising Cost: The sellers agrees that all expenses incurred for the advertising, promotion, and condition of said auction shall be first paid at closing. It is further mutually agreed that the auctioneer may deduct their fee at the set rate from the gross receipts resulting from said auction. Should the purchaser default on the purchase and forfeit any earnest money deposit shall be divided between the seller and the auctioneer as follows: Lippard Auctioneers, Inc. shall receive an amount equal to 50% of the earnest money not to exceed the amount they would receive as a commission or premium on the sale, and the balance shall be paid to the seller.. Seller agrees that all expenses incurred for the advertising, promotions, and condition of said auction shall be first paid from proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances Seller agrees to deliver good and marketable title to the purchaser. Seller expressly disclaims knowledge of any environmental damages or hazards of this or any adjacent property. Seller agrees to indemnify and save harmless auctioneer, and/or his sales associates and his employees against any claim, action, demands, losses or cost that may occur because of any lien or encumbrances upon such property. Or because of any warranty made by seller as to the character or condition or such property at the time of the sale or otherwise, and liability for theft, property damage, personal injury, or other losses. In the event the seller does not accept the bid amount the day of auction, Lippard Auctioneers, Inc. Will have the right to list above said property with Exclusive Right to Sell for 90 days from auction date.

Further Conditions: _____
Seller acknowledged that seller has read the forgoing contract and agrees to all of the conditions contained in it, and further acknowledges receipt of a copy of the contract.
Listing Associate: TROY LIPPARD Member of the National and Oklahoma State Auctioneer Association

SELLER SIGNATURE

SELLER ADDRESS

SELLER PHONE

SELLER E-MAIL ADDRESS

SELLER SIGNATURE

SELLER ADDRESS

SELLER PHONE

SELLER E-MAIL ADDRESS



Enid Office info
1102 W. Broadway
580-237-7174
580-234-7800



Kingfisher info
PO Box 744
(866)874-7100 toll free

PERSONAL PROPERTY CONTRACT

This is an agreement entered into this 23 Day of DECEMBER 20 04
I or we hereby grant unto Lippard Auctioneers, Inc. The exclusive right and authority
to sell at Public Auction the following

Auction Type: Inventory, Equipment & Vehicles Auction

Auction Date: February 12th or 26th

Time: 10:00 AM

Located at: 302 N Grand City of: Crescent

County of: Logan, Oklahoma

Terms: Payment in full day of auction. Auction Company accepts cash, personal check, VISA or MasterCard Seller agrees to pay 2% charge on any credit card payments (check) yes no

Commission 10 %

Liens on property: _____

Advertising Cost: Seller to pay advertising not to exceed \$2,000

Brochures: Full color 1,000 Cost \$ 300

Advertising Newspapers:

Enid News & Eagle 2 Display ads

Kingfisher Times 2 Display ads

Tri Counties 2 Display ads

Daily OK 2 line ads

National Auctioneers Web site

Oklahoma State Auctioneers Web site

Lippard Auctioneers Web site

Seller agrees to indemnify and save harmless auctioneer, and/or his sales associates and employees, against any claim, actions, causes of action, demands, losses or cost that may occur because of any lien or encumbrance upon such property, or because of any warranty or representation made by seller as to the character or condition of such property at the time of sale or otherwise, and all liability for theft, property damage, personal injury, or other losses. It is further agreed upon between seller and auction company, that in the event of insufficient funds, seller will stand the loss of the purchase price and auctioneer will stand the loss of commission on those items purchases. Seller agrees that all expenses incurred for the advertising, promotions, and condition of said auction shall be first paid from proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances

Toilets: _____

Refreshments: _____

Further Conditions: _____

SELLER SIGNATURE

SELLER ADDRESS

SELLER PHONE

SELLER E-MAIL ADDRESS

Listing Associate: Troy Lippard C.A.I.
Member of the National and Oklahoma State Auctioneer Association

SELLER SIGNATURE

SELLER ADDRESS

SELLER PHONE

SELLER E-MAIL ADDRESS