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.	)	

MOTION OF RECEIVER FOR LEAVE TO ABANDON CERTAIN PROPERTY

COMES NOW the Receiver, Douglas L. Jackson, and requests that the Court grant him leave to abandon a partially-restored 1969 Plymouth Roadrunner that is part of the Schubert Receivership Estate. In support of his Motion, the Receiver would show the Court as follows:

1. The 1969 Plymouth Roadrunner is currently located at Muscle Car Restorations in Chippewa Falls, Wisconsin.

2. By the time Receiver was appointed over the assets of Marsha Schubert, Richard Schubert and Schubert and Associates, Marsha Schubert had already paid Muscle Car Restorations a total of $71,317.57 for restoration work on the car.

3. At the present time, there is due and owing to Muscle Car Restorations an additional $27,227.40 for restoration work, purchase of an engine, a Hemi transmission, and storage fees. See 11-10-04 Letter from Muscle Car Restorations attached as Exhibit A.

4. Upon learning of the outstanding indebtedness on this 1969 Plymouth Roadrunner in mid-November 2004, the Receiver instructed that all work be ceased and that no additional

parts be purchased. See 11-16-04 Letter from Davenport to Balow attached as Exhibit B. As such, no additional costs for parts or labor have accrued since early November.

5. According to the November 10, 2004 Letter of John Balow with Muscle Car Restorations, "the car has just been painted and is totally disassembled. There are hundreds of parts that have not yet been purchased to complete the project. I also project that a minimum of 600 labor hours at $60/hour to complete the assembly." See Exhibit A. In other words, Mr. Balow has estimated that at least an additional $21,600 worth of parts and labor would be required to complete the restoration of this car.

6. The Receiver has inquired not only of Muscle Car Restorations, but also of car collectors in Northwest Oklahoma regarding the value of a professionally restored 1969 Plymouth Roadrunner, and the common answer is that this type of car would sell somewhere in the $20,000 to $30,000 range once completed.

7. In conjunction with Muscle Car Restorations, the Receiver has listed the 1969 Plymouth Roadrunner on eBay in an attempt to sell it for an amount above the $27,227.40 that was owed to the restorer as of November 10, 2004. There were no bids on this car in its present, partially completed state with over $27,000 owed to the restorer.

8. Muscle Car Restorations and one other individual have offered to write off or pay off the amount due and owing to Muscle Car Restorations in exchange for title to this vehicle.

9. Based on the facts that the restoration of this car is incomplete, there is due and owing over $27,000 to the restorer, storage fees are continuing to accrue, and the completed, professionally restored 1969 Plymouth Roadrunner would not likely sell for more than what is owed on the car, the Receiver requests that this Court enter an Order authorizing the Receiver to abandon the 1969 Plymouth Roadrunner in exchange for Muscle Car Restorations and/or an

individual writing off or paying off the current outstanding debt owed to Muscle Car Restorations.

WHEREFORE, the Receiver, Douglas L. Jackson, respectfully requests that this Court grant his Motion and enter an Order allowing him to abandon the 1969 Plymouth Roadrunner that is part of the Schubert Receivership Estate by exchanging title to this vehicle for the write-off or payoff of the amount currently due and owing Muscle Car Restorations.

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 Receiver, Douglas L. Jackson

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of ~~February~~ March 2005, I mailed a true and correct copy of the above and foregoing instrument, postage pre-paid to:

Oklahoma Department of Securities
Attn: Gerri Stuckey
Amanda Cornmesser
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 and 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

Bradley E. Davenport

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Muscle Car Restorations

JOHN BALOW
11371 20 TH AVENUE
CHIPPEWA FALLS WI 54729
PHONE: 715-834-2223 * FAX: 715-834-5994
E Mail: MCR@musclecarrestorations.com

November 10, 2004

Mr. Bradley Davenport

Per our phone conversation I have put together the information you requested on Marsha Schubert.

I have included copies of all her checks and monthly invoices for the restoration of her 69 Plymouth RoadRunner. As you review this information may I point out the car came to us as a partial car and was extremely rusty and damaged. The car was found by a friend of hers and sold to her and shipped to MCR. Marsha was in the process of building the car to replicate the Road Runner her and her husband had when they were young. At least that is what she told me. She also told me she wanted it perfect and she would be willing pay what ever, as this was a birthday gift for her husband.

At this time Ms. Schubert owes MCR the following.

1. October invoice of $11,973.40
2. Anticipated November billings of $15,254.00 of parts and supplies.
   - Engine $8500.00
   - Transmission Hemi 4 Speed $1800.00
   - Chrome Plating $273.00
   - Rear end Center section $1432.00
   - Misc. parts $2122.00
   - Paint and body shop supplies $1127.00

The total amount at this time is $27,227.40. There is a 1.5% monthly finance charge with a $25.00 per month late fee to calculate as well. There is also a monthly storage charge of $125.00 month ongoing. Once her account goes 90 days past due I will then start billing $25.00 per day for delinquent storage.

At this time I have not heard word one from Ms. Schubert. The car has just been painted and is totally disassembled. There are hundreds of parts that have not yet been purchased to complete the project. I also project a minimum of 600 labor hours @ $60 per hour to complete the assembly.

If you have any other questions on need any other information please contact me?

Respectfully

John Balow

John Balow
Owner
Muscle Car Restorations.

EXHIBIT
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KARIG P. CULVER
BRADLEY E. DAVENPORT
BRENDON S. ATKINSON
CHAD N. DAVIS

November 16, 2004

John Balow
Muscle Car Restoration
11371 20th Avenue
Chippewa Falls, WI 64729

RE: Schubert 1969 Plymouth RoadRunner

Dear Mr. Balow:

The Receiver for the Schuberts ask me to follow up our recent phone conversation about the November invoice and the fact that all work on the Schubert 1969 Plymouth RoadRunner was to be stopped as of late October. After our phone conversation, it is my understanding that the November invoice contains charges for parts that had already been ordered and work that had already been done in October, and that the related billing simply went out in early November. Furthermore, you advised that the Schubert car had already been moved to a corner of your shop and work on it had ceased. As such, I do not anticipate that any additional billing will be made for parts or labor. The only cost that I understand will continue to accrue is for storage pursuant to the terms of your signed agreement with Marsha Schubert, which I appreciate you faxing to me. You need not reply to this letter unless I have misstated or misunderstood our recent phone conversation on these matters.

Finally, if you or anyone you know may be interested in purchasing the Schubert's car in its present state please let me know.

Sincerely,

Bradley E. Davenport

Bradley E. Davenport

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EXHIBIT
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