



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAR 14 2023

RICK WARREN
COURT CLERK
88 _____

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)
)
Plaintiff,)
)
v.)
Premier Global Corporation, et al.,)
)
Defendants.)

Case No. CJ-2022-5066
Judge Don Andrews

**ORDER AUTHORIZING EMPLOYMENT OF
JEFF BELLA AS BROKER**

NOW on this 14th day of March 2023, the duly appointed Receiver, Eric L. Johnson's (the "Receiver") Application to Employ Jeff Bella of RE/Max Island Real Estate ("Broker") to act as a broker respecting certain real estate located in the country of Belize, comes on before the undersigned Judge of the District Court, and the Court finds as follows:

1. Receiver's Application to Employ Jeff Bella as Broker was filed on 2/3/23 and no objections have been filed pertaining to the same by any party.
2. The receivership estate includes certain real and personal property interests located in the country of Belize. Specifically, it includes approximately twenty-five (25) vacation style residential units located within a resort known as X'Tan Ha, which resort is located on Ambergris Caye, near San Pedro town, Belize (the "Resort Units" or individually a "Resort Unit"), together with five (5) undeveloped or partially developed lots located on the western side of Ambergris Caye ("Lagoon Side Parcels").
3. The Resort Units together with the Lagoon Side Parcels are collectively referenced herein as the "Belize Properties."
4. The Receiver plans to sell the Belize Properties to recover funds for the estate.

5. Receiver requests authority to employ Jeff Bella from RE/Max Island Real Estate to market and sell some or all of the Belize Properties.

6. Mr. Bella is based in Belize and has been representing buyers and sellers in real estate transactions on and around Ambergris Caye for over a decade. As such, he is uniquely qualified to fill this role. Mr. Bella is an American citizen, he is appointed by the U.S. State Department as Warden¹ for Ambergris Caye and he serves locally as a constable. As such, he is intimately familiar with the Ambergris Caye community and its business customs and practices, including those affecting sales and ownership of interests in and to real property.

7. Receiver requests authority to engage Mr. Bella on a unit-by-unit or parcel by parcel basis. Specifically, Receiver has sought approval of certain sales procedures and requests authority to cause certain to-be-formed Belizean entities ("Resort Unit Entities" and each a "Resort Unit Entity") to each separately engage Mr. Bella as exclusive agent and broker for the Resort Unit placed within that entity.

8. The Court understands that Mr. Bella has represented that he will use the standard form of agreement he normally uses in his business of listing and selling interests in vacation property in Belize that was attached as Exhibit A ("Form of Listing Agreement") to Receiver's Application to Employ Jeff Bella as Broker.

9. Mr. Bella does not hold or represent any interest adverse to the Receivership Estate.

¹ A Warden is a private U.S. citizen who volunteers to assist the American Citizen Services section of the Department of State in communicating with Americans in Belize, preparing for disasters, and alerting Americans to emergency situations. Warden Systems are used to provide a reliable way to reach American citizens in the event of an emergency as well as facilitate the distribution of routine administrative information. Wardens provide updates on ongoing events to Americans in their district and organizations and assist in the enrollment of newcomers in the Department of State's Smart Traveler Enrollment Program (STEP) program. In emergencies, Wardens can also help locate missing Americans, or visit an American citizen in a jail or hospital.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

1. Mr. Bella is authorized to be hired in the capacity as stated herein.
2. For each unit or parcel for which the Receiver, by and through a Resort Unit Entity, determines to engage Mr. Bella, the Receiver will execute a separate agreement using substantially the same Form of Listing Agreement, and containing the same financial terms unless otherwise approved by this Court.
3. Each time the Receiver executes a Form of Listing Agreement with Mr. Bella (an "Executed Listing Agreement"), Mr. Bella shall act as the exclusive broker for that particular Resort Unit Entity with regard to the unit or parcel that is subject to and identified in that Executed Listing Agreement.
4. Receiver is further authorized to execute and enter into a separate Executed Listing Agreement on behalf of a Resort Unit Entity when and as the Receiver deems it necessary or appropriate to do so to maximize recoveries.
5. Receiver shall not be obligated to seek any additional approval from this Court prior to executing a new or serial listing agreements with Mr. Bella, but rather that the Receiver be authorized pursuant to this Order, and on a general and ongoing basis, to execute any such Forms of Agreement as he deems appropriate for the liquidation of units and parcels.
6. Notwithstanding the foregoing, no closing on any proposed sale of a Resort Unit Entity or any parcel or unit shall occur without the Court first approving such sale, upon notice and motion filed by the Receiver. All sales shall be subject to further approval of this Court. The Receiver shall file motions to approve sales of units and parcels as and when appropriate transactions and purchasers are identified in the future.

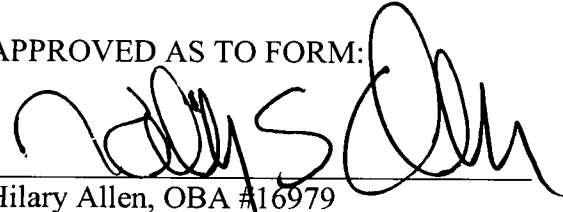
7. The terms of Mr. Bella's employment are set forth in the Form of Listing Agreement attached as Exhibit A.
8. Mr. Bella shall maintain detailed and itemized records of all professional services rendered on behalf of the Receiver and any actual and necessary expenses incurred in connection with the legal services for which it may seek reimbursement.
9. If the Receiver opts to use a different broker or no broker for the sale of any unit or parcel, the Receiver will seek further permission from this Court for the separate engagement of any such professional when and as needed.

IT IS SO ORDERED.

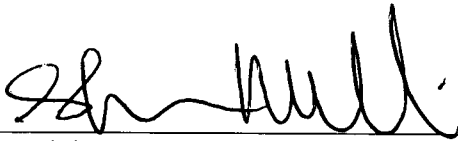


JUDGE OF THE DISTRICT COURT
3/14/2023

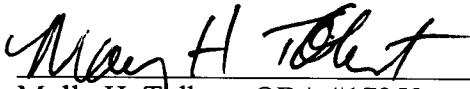
APPROVED AS TO FORM:



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EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

1. **Right to Sell:** Premier Global Corp and or Assigns or Receivership ("Seller") hereby retains and grants to RE/MAX Island Real Estate Ltd. the exclusive and irrevocable right to sell or exchange that certain real property described as:
Property Known As Parcel's xxxxxxx, Block 7, San Pedro Registration Section, Belize District, Belize ("Property").
Located at X'Tan Ha
 2. **Term of Listing:** Seller retains and grants Broker the right to sell or exchange said real property for a period of (Twelve) 12 months, commencing December 19, 2022 and ending December 19, 2023 or upon closing on offer presented.
 3. **Listing Price and Terms of Sale:** The listing price for said real property shall be **To Be Determined \$XXXXXXXX** U.S, with the terms of said sale to be as follows: Possession date **NEGOTIABLE OR UPON CLOSING** date: or such other terms as Seller shall agree to.
 4. **Compensation to Broker:** Seller agrees to pay to Broker as compensation for Broker's services **Eight (8%)** percent of the sale price for any of the following within two business days of possession:
 - (a) If Broker or Seller or any other person, including a cooperating broker, produces a buyer(s) who offers to purchase the Property on the above price and terms, or on any price and terms acceptable to Seller during the term of this listing or any extension thereof.
 - (b) If within 120 calendar days after expiration of this listing, or any extension, the Property is sold, conveyed, leased, or otherwise transferred to anyone with whom Broker or a cooperating broker has had negotiations, provided that Broker gives Seller, prior to within five (5) calendar days after expiration of this listing or any extension thereof, a written notice with the name(s) of the persons Broker introduced to the Property.
 - (c) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the term of this listing or any extension thereof.
- Broker is authorized to cooperate with other brokers and to divide with other brokers the above compensation in any manner acceptable to Broker.
- Seller shall be provided an itemized Closing Statement by Broker, showing all compensation for Broker's services as well as all applicable taxes (GST) payable to the Government of Belize from Seller.
5. **Assignment of Funds to Broker:** Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds upon sale of the Property whether transfer is through escrow or otherwise.
 6. **Broker's and Seller's Duties:**
 - (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and is authorized to advertise and market the Property in any medium selected by Broker, to include e-commerce.
 - (b) Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted from any document, or otherwise, or from any material facts which Seller knows about the Property but fails to disclose.
 7. **Seller's Warranties and Representations:** Seller represents and warrants that Seller, and no other Person/Entity or Charge, has title to the Property, that Seller is authorized to enter into this agreement and List this property.

EXHIBIT A

Broker Initials: _____ Seller Initials: _____

8. **Forfeited Deposits:** It is jointly agreed by Seller and Broker that if any deposits paid towards the purchase price are forfeited, said funds shall be divided equally between Owner and Broker. Broker's share will not exceed the amount earned if the sale had been finalized.
9. **Advertising:** Seller acknowledges that compensation for Broker's services is allocated as follows: 4% as sales commission, and 4% to newspaper, radio, and/or TV advertising revenue. This does not affect the co-brokering of transactions with other Brokers and/or their Agents, nor the commission splits to be shared with other Brokers.
10. **Entire Contract:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire agreement and is a complete and exclusive expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may only be changed or amended with mutual consent of all parties. A photocopy of this document may be used in place of an original.

Additional The Owner is free to Rent/Lease the property

Listing Ownership: This listing agreement is the property of RE/MAX Island Real Estate Ltd. and not that of the individual listing agent.

8. **Liability:** The Buyer and Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance or representation made or information provided by the Seller. The extent of any liability towards RE/MAX Island Real Estate Ltd. will be limited to the amount of commission payable on this transaction.
9. **Effect:** This agreement is binding on heirs and successors of the Seller and Broker and shall be governed by the Laws of Belize.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, PLEASE CONSULT AN ATTORNEY OF YOUR CHOICE. This agreement shall be governed by and construed in accordance with the Laws of the Sovereign State of Belize. The Seller is advised to seek legal representation for completion of closing.

Seller: _____
 (please print)
 Address: _____
 City _____ State _____ Country _____
 Phone _____ Fax _____
 E-mail _____

Seller: _____
 (please print)
 Address: _____
 City _____ State _____ Country _____
 Phone _____ Fax _____
 E-mail _____

 Seller signature (date)
 Jeff Bella
 Broker/Owner (please print) (date)

 Broker signature (date)

 Seller signature (date)

 Witness or Agent (please print)

 Witness signature (date)