

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

DEC 16 2014

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TIM RHODES
COURT CLERK

VANCE BROWN, RECEIVER for)
GATES OIL & GAS LTD; OKLAHOMA)
ENERGY EXCHANGE, LLC; HARRISBURG)
PROSPECT LEASE FUND, LLC; and)
HARRISBURG 2 PROSPECT LEASE FUND,)
LLC; and BERNARD RYAN)

Plaintiffs,

v.

PIXELBRIDGE MEDIA, LLC; SEABREEZE)
MARKETING, INC.; NORTH AMERICA)
ENERGY EXCHANGE, INC.; ALGO, LLC;)
REDROCK ENTERPRISES, INC; NORTHWEST)
PETROLEUM, INC.; MANUATU, INC.;)
ADVANCED BUSINESS GROUP; JB GEO)
LOGIC, INC; LIBERTY TRIANGLE, LLC; DATA)
FINANCIAL; STEVE SPARKS; ROBERT VAN)
ETTEN; CHRIS COLIN; ALAN GODA; STEVE)
CLARK; BOB BENNETT; MARK STEVENSON;)
ROBIN CHARLET; JAMES BRAKE; HARRY)
VAUX; and MICHAEL DONALDSON)

Defendants.

CJ-2014-6852

Case No. _____

PETITION

COME NOW, the Plaintiffs, Vance Brown, as Receiver (“Receiver”) for Gates Oil & Gas, LTD (“Gates”), Oklahoma Energy Exchange, LLC (“OEE”), Harrisburg Prospect Lease Fund, LLC (“Harrisburg 1”), and Harrisburg 2 Prospect Lease Fund, LLC (“Harrisburg 2”) (collectively the “Receivership Entities”); and Bernard Ryan (the Receiver and Ryan collectively “Plaintiffs”), and for their claims against the Defendants states as follows:

Parties

1. Plaintiff, Vance Brown, the duly appointed Receiver for Gates, OEE, Harrisburg 1 and Harrisburg 2, is a resident of Oklahoma County, State of Oklahoma.

2. Gates is an Oklahoma corporation.
3. OEE, Harrisburg 1, and Harrisburg 2 are Oklahoma limited liability companies.
4. Plaintiff Bernard Ryan is a resident of California.
5. Defendants Pixelbridge Media, LLC and ALGO, LLC are California limited liability companies.
6. Defendants Seabreeze Marketing, Inc., North America Energy Exchange, Inc., Redrock Enterprises, Inc. and Northwest Petroleum, Inc. are California corporations.
7. Defendants Steve Sparks, Robert Van Etten, Chris Colin, Alan Goda, Steve Clark and Bob Bennett are California residents.
8. Defendant Advanced Business Group is a Nevada corporation.
9. Defendant Robin Charlet is a Nevada resident.
10. Defendant Manuatu, Inc. is a Hawaii corporation.
11. Defendant Mark Stevenson is a Hawaii resident.
12. Defendant JB Geo Logic, Inc. is a Texas corporation.
13. Defendant Liberty Triangle, LLC is a Texas limited liability company.
14. Defendants James Brake and Harry Vaux are Texas residents.
15. Defendants Data Financial and Michael Donaldson have unknown addresses and residencies.

Jurisdiction and Venue

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

16. This Court has subject matter jurisdiction pursuant to Okla. Const. art. VII, § 7.

17. This Court has personal jurisdiction over Defendants because Defendants (a) were actively selling unregistered securities on behalf of the Entities for assets and ventures located entirely within the State of Oklahoma; (b) directed money raised by their activities to be wired or sent by their investor contacts to one or more of the Receivership Entities in Oklahoma; (c) receiving undisclosed commissions from the sale of said unregistered securities from one or more of the Receivership Entities, all of which are Oklahoma entities, that wired or sent payments to said Defendants from a Duncan, Oklahoma office.

18. Venue is proper in Oklahoma County District Court pursuant to 12 O.S. § 187 because Plaintiff, Receiver, resides in Oklahoma County and because this Court has jurisdiction over each Receivership Entity and its respective estate.

Introduction

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

19. On September 9, 2013, the Oklahoma Department of Securities commenced an action in the District Court of Oklahoma County, State of Oklahoma, entitled *Oklahoma Department of Securities, ex rel. Irving L. Faught, Administrator v. Jasmine, Inc.; Oklahoma Energy Exchange, LLC; Harrisburg Prospect Lease Fund, LLC; Gates Oil & Gas, Ltd.; Harrisburg 2 Prospect Lease Fund, LLC; Jimmy W. Gray; Greg L. Gray; Michael K. Gray; and Lance P. Bowman*, CJ-2013-5023 (the “OKDS Action”)

20. On September 30, 2013, Oklahoma County District Judge Swinton appointed Vance Brown as Receiver for Jasmine, Gates and Harrisburg 2, to take control of each entity’s assets, operations and business affairs, and with the capacity to act in all aspects on their behalf. See Agreed Order, attached hereto as **Exhibit A**.

21. On October 17, 2013, Oklahoma County District Judge Swinton appointed Vance Brown as the Receiver for OEE and Harrisburg 1, to take control of each entity's assets, operations and business affairs, and with the capacity to act in all aspects on their behalf. *See* Agreed Order, attached hereto as **Exhibit B**.

22. This action arises out of Defendants' knowing, intentional, and active participation in: (a) an illegal and fraudulent offering of unregistered securities by the Receivership Entities; (b) making misrepresentations and omissions in connection with the offering of those unregistered securities; and (c) Defendants' wrongful receipt (in the form of "commissions") of portions of the funds obtained from investors.

23. Each individually named Defendant, for himself or acting on behalf of an affiliated entity which is also a named Defendant, made calls and other solicitations to potential investors, seeking to persuade them to invest in one or more of the Receivership Entities' oil and gas prospects and lease flipping schemes, as same were described in various Private Placement Memorandums ("PPM"). From January of 2011 through September of 2013, through the collective efforts of the Defendants, the Receivership Entities sold in excess of \$12,500,000.00 in illegal unregistered securities to at least 350 unsuspecting investors.

24. Defendants accomplished such sales by making material misrepresentations and omissions in oral statements, written offerings, PPMs, and other marketing materials provided to potential investors. Some of the Defendants would often represent themselves as being located in the office of a particular Receivership Entity, directly knowledgeable of the oil and gas drilling and development operations of a Receivership Entity, and/or even that he or she was employed by a Receivership Entity.

25. The Receiver brings this action to recover commissions paid by the Entities to Defendants totaling in excess of \$2,000,000.00 in connection with the illegal sale of unregistered securities. Such “commissions” constitute monies illegally and fraudulently obtained from the Receivership Entities, causing damages to the Receivership Entities and their respective investors.

The Private Placement Memoranda and Marketing Materials

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

26. From January of 2011 through September of 2013, Defendants collectively solicited and caused more than 350 investors to purchase approximately \$12,500,000.00 of the unregistered securities sold on behalf of the Receivership Entities.

27. In connection with the scheme, Defendants distributed various materials to potential investors. Among those materials were private placement memoranda (“PPM”) that purportedly described the investments being offered.

28. During the relevant time period, five (5) PPMs were issued:

- a. The “Harrisburg Prospect” PPM, issued December 1, 2011;
- b. The “Harrisburg 2 Prospect” PPM, issued August 20, 2012;
- c. The “Paul Ray” PPM, issued October 2, 2012;
- d. The “Mackenzie” PPM, issued in 2011 and again in 2012; and
- e. The “Whitebead Prospect” PPM, issued June 5, 2013.

All five (5) PPMs will be collectively referred to as the “Prospect PPMs”.

29. The Paul Ray PPM was for the drilling of an oil and gas well offering 0.5% working interest per “unit” purchased for the “joint operations involving the acquisition, turnkey drilling and completion” of the proposed well. Each “unit” was sold for \$9,000.00.

30. The Paul Ray PPM specifically represents that no commissions would be paid on money raised from investors. These representations were false and misleading and Defendants making same knew them to be so or should have known them to be so as the Defendants who promoted the investment were, in fact, receiving commissions.

31. The Mackenzie PPM was for the drilling of an oil and gas well offering 0.5% working interest per “unit” purchased for the “joint operations involving the acquisition, turnkey drilling and completion” of the proposed well. Each “unit” was sold for \$15,000.00.

32. The Mackenzie PPM specifically represents that no commissions would be paid on money raised from investors. These representations were false and misleading and Defendants making same knew them to be so or should have known them to be so as the Defendants promoting the investment were, in fact, receiving commissions.

33. The Whitebead PPM was for the drilling of two separate oil and gas wells offering 0.5% working interest per “unit” purchased for the “joint operations involving the acquisition, turnkey drilling and completion” of the proposed wells. Each “unit” was sold for \$36,660.00.

34. The Whitebead PPM specifically represents that no commissions would be paid on money raised from investors. These representations were false and misleading and Defendants making same knew them to be so or should have known them to be so as the Defendants promoting the investment were, in fact, receiving commissions.

35. The Harrisburg Prospect and Harrisburg 2 Prospect PPMs (collectively the “Harrisburg PPMs”) were issued to solicit investors for the “acquisition and assembly of a block of oil and gas leases [in Stephens County, Oklahoma]...for the purpose of resale...” at the investment cost of \$50,000.00 per “unit.”

36. The Harrisburg PPMs specifically represents that no commissions would be paid on money raised from investors. These representations were false and misleading and Defendants making same knew them to be so or should have known them to be so as the Defendants promoting the investment were, in fact, receiving commissions.

37. The Harrisburg PPMs also represented that 91% of all investor funds would be used to purchase oil and gas leases in Stephens County, Oklahoma. The Defendants knew such representations were false as the Defendants promoting the investment were receiving approximately 30% of all monies raised from investors in the Harrisburg Receivership Entities in the form of undisclosed commissions.

Commissions Paid

38. Each Defendant herein made cold calls and other solicitations to potential investors, seeking to persuade them to invest in the oil and gas prospects and lease flipping schemes of the Receivership Entities.

39. Whenever a Defendant successfully enticed an investor to subscribe under one of the PPM’s, when the investor’s money was received by the Receivership Entity, the Defendant’s commission was immediately forwarded to the Defendant. The Commission amounts ranged to as high as 30% of the amount received from the investor.

40. The Receivership Entities paid the Defendants’ commissions in multiple ways, including checks, wire transfers and cash.

41. Defendants financially benefitted from the sale of the Receivership Entities' unregistered securities to investors in the minimum amount of \$2,023,849.69

42. The Receiver has been able to specifically identify and track the following amounts paid as commissions to Defendants:

Pixelbridge Media, LLC (Steve Sparks):	\$658,600.00
Seabreeze Marketing, Inc. (Robert Van Etten):	\$438,622.00
Advanced Business Group (Robin Charlet):	\$225,000.00
Manuatu, Inc. (Mark Stevenson):	\$219,700.00
ALGO, LLC (Alan Goda):	\$200,525.70
JB Geo Logic (James Brake):	\$171,079.99
Data Financial (Mike Donaldson)	\$62,937.00
North American Energy Exchange (Chris Colin):	\$47,385.00

TOTAL: \$2,023,849.69

**CLAIM ONE
FRAUD / DECEIT**

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

43. Defendants made material representations to investors regarding commission payments, specifically that none would be paid.

44. Defendants made these representations with the intent that investors act upon them through investment of funds with the Receivership Entities to purchase the Prospect PPM "units."

45. Investors, such as Plaintiff Ryan and others, relied upon Defendants' material misrepresentations. As a direct result of Defendants' fraudulent conduct, investors have sustained damages in the amount of no less than \$2,023,849.69 paid to Defendants in the form of sales commissions.

46. Defendants' conduct was fraudulent, willful, and deliberate and/or was in reckless disregard for the rights of others.

**CLAIM TWO
UNJUST ENRICHMENT, DISGORGEMENT, AND RESTITUTION**

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

47. Defendants benefited from selling the PPM "units" in the form of receiving undisclosed sales commissions.

48. Allowing Defendants to retain the monetary benefits of the sales commissions would unjustly enrich them.

49. Defendants should not, as a matter of law, be allowed to retain the commissions, as it is illegal to charge or receive commissions in relation to the promotion and sell of unregistered securities.

50. Defendants should be made to disgorge the benefits from the sales commissions and/or make restitution to the Receiver for the benefit of the Receivership Entities and their creditors and investors.

**CLAIM THREE
FRAUDULENT CONVEYANCE**

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

51. The Receivership Entities were insolvent at the time they paid commissions to the Defendants.

52. The commissions were paid with the intent to hinder, delay, or defraud the Receivership Entities' creditors and investors.

53. The commissions were paid without receiving a reasonably equivalent value in exchange for the commissions.

54. Defendants should not, as a matter of law, be permitted to retain the commissions.

55. Defendants are liable to Plaintiffs for the receipt of the fraudulent conveyances in the amount of the commissions each Defendant received, plus attorney fees, costs, and interest as allowed by law.

CLAIM FOUR ACCOUNTING

Plaintiffs hereby incorporate all the above numbered paragraphs as though fully set forth herein.

56. Plaintiffs do not have complete records of all commissions paid to Defendants, but, upon information and belief, believes Defendants received more commissions than what are specifically delineated above.

57. The Commissions were made in contradiction to the stated purposes and segregation of capital investments by Investors, as described in each of the PPMs.

58. Due to the nature of the Commissions and their payment in contradiction of the PPMs, Defendants should be made to account for any/all sales commissions, whether they be in the form of cash, assets, real property, or otherwise, of any kind received from the Receivership Entities from January 1, 2011, through present.

PRAYER

WHEREFORE, Plaintiffs pray that this Court enter a judgment against Defendants for actual and compensatory damages in an amount paid as Commissions to each Defendant, the collective total being not less than \$2,023,849.69, and punitive damages, together with pre and

post judgment interest, costs, a reasonable attorney fee, and all other relief the Court deems just and equitable for Defendants' roles in defrauding the Plaintiffs.

Plaintiffs further pray that this Court exercise its equitable discretion to:

- a. Identify and disgorge all fraudulent conveyances Defendants have received;
- b. Identify and disgorge any unjust enrichment Defendants have received;
- c. Provide for restitution to the Receiver of an amount no less than the total value of all sales commissions paid to each Defendant;
- d. Require an accounting from each Defendant; and
- e. Exercise all other equitable powers the Court deems appropriate, including the payment of attorney fees, costs, and interest as allowed by law.

DATED this 16th day of December, 2014.



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Attorneys for the Receiver



FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

SEP 30 2013
TIM RHODES
COURT CLERK
30

Oklahoma Department of Securities)
ex rel. Irving L. Fought,)
Administrator,)

Plaintiff,)

v.)

Case No. CJ-2013-5023

Jasmine, Inc., an Oklahoma corporation;)
Oklahoma Energy Exchange, LLC, an)
Oklahoma limited liability company;)
Harrisburg Prospect Lease Fund, LLC, an)
Oklahoma limited liability company; Gates)
Oil & Gas, LTD, an Oklahoma corporation;)
Harrisburg 2 Prospect Lease Fund, LLC,)
an Oklahoma limited liability company;)
Jimmy W. Gray, an individual; Greg L.)
Gray, an individual; Michael K. Gray, an)
individual; and Lance P. Bowman, an)
individual,)

Defendants.)

AGREED ORDER APPOINTING RECEIVER

On this 30th day of September, 2013, Plaintiff, Oklahoma Department of Securities *ex rel.* Irving L. Fought, Administrator, ("Department"), and Defendants Jasmine, Inc. ("Jasmine"), Gates Oil & Gas, LTD ("Gates"), Harrisburg 2 Prospect Lease Fund, LLC ("Harrisburg 2"), Jimmy W. Gray, Michael K. Gray, and Lance P. Bowman (collectively, "Relevant Defendants") agree to the appointment of a receiver as authorized by the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011).



IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that L. Vance Brown ("Receiver") be, and is hereby, appointed Receiver with respect to the Defendants Jasmine, Gates, and Harrisburg 2 ("Relevant Entity Defendants"). The Receiver is given directions and authority to accomplish the following:

1. to take immediate custody, possession and control of any and all assets, monies, securities and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, belonging to the Relevant Entity Defendants ("Receivership Assets"), as well as any records or documents relating to the Receivership Assets including, but not limited to, leases, subscription agreements, bank statements, checkbooks, and invoices previously paid or currently owed;

2. to manage the business activity of Relevant Entity Defendants and conserve, hold, and protect the Receivership Assets, pending further action by this Court;

3. to receive and collect any and all sums of money due or owing to the Relevant Entity Defendants whether the same are due or shall hereinafter become due and payable, and to make such payments and disbursements as may be necessary and advisable for the preservation of the Receivership Assets and as may be necessary and advisable in discharging his duties as Receiver;

4. to retain or dismiss any employee of any Relevant Entity Defendant as may be advisable or necessary;

5. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to the exercise of the duties of the Receiver, including such staff and attorneys associated with the Receiver's Firm, Elias

Books Brown & Nelson, P.C.. The Receiver may immediately retain or employ such persons, and compensate such persons, all subject to application to and approval by the Court;

6. to open and inspect any and all mail or deliveries addressed to any Relevant Entity Defendant to determine if same relate to the existence, location, identity or collection, preservation, maintenance or operation of Receivership Assets, and to notify the United States Postal Service to effect the forward delivery of any mail addressed to any Relevant Entity Defendant to a mail depository under the control of the Receiver;

7. to institute, prosecute and defend, compromise, adjust, intervene in or become party to such actions or proceedings in any state court, federal court, or United States bankruptcy court as may, in the Receiver's opinion, be necessary or proper for the protection, maintenance, or preservation of the Receivership Assets, or the carrying out of the terms of this Order, and likewise to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings now pending in any court by or against any Relevant Entity Defendant where such prosecution, defense, or other disposition of such actions or proceedings is, in the judgment of the Receiver, advisable or proper for the protection of the Receivership Assets; and

8. to exercise those powers necessary to implement the orders and directives of this Court.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in

order to take possession, custody or control of, or to identify the location or existence of, any Receivership Assets.

IT IS FURTHER ORDERED that the Receiver may apply to the Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement of reasonable expenses incurred in connection with his duties as Receiver. The Receiver's hourly fee shall be billed at the rate of \$300.00 per hour, which rate shall not be increased without order of the Court. The fees and expenses of the Receiver shall have priority over any other claims made against the Relevant Defendants. The Receiver shall not be required to post a bond. The Oklahoma Department of Securities and the Relevant Defendants shall each have the authority to seek removal of the Receiver for cause and upon approval of this Court.

IT IS FURTHER ORDERED that all persons and entities, including the Relevant Defendants, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, who receive actual notice of this Order, by personal service, facsimile transmission or otherwise, shall promptly deliver and surrender to the Receiver:

1. all Receivership Assets in the possession of or under the control of any one or more of them;
2. all books and records of any kind pertaining or belonging to any Relevant Entity Defendant; and

3. all items and information necessary to access Receivership Assets and books and records including, but not limited to, keys, passwords, and security codes.

IT IS FURTHER ORDERED that all persons and entities, including the Relevant Defendants, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, who receive actual notice of this Order, by personal service, facsimile transmission or otherwise, fully cooperate with and assist the Receiver and that they take no action, directly or indirectly, to hinder or obstruct the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Receiver.

IT IS FURTHER ORDERED that, except by leave of Court during the pendency of this Order, all creditors and other persons seeking money, damages, or other relief from the Relevant Defendants, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever to interfere with the Receiver or to the possession of or management by the Receiver of the Receivership Assets or in any way to interfere with said Receiver, or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Relevant Defendants. This Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government.


IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and the Relevant Defendants for all purposes.

THIS ORDER IS ENTERED this 30th day of September, 2013, at 1:50, p.m.



DISTRICT COURT JUDGE

APPROVED



David Lawson, OBA #31130
Robert Fagnant, OBA #30548
Oklahoma Department of Securities
120 North Robinson Avenue, Suite 860
Oklahoma City, Oklahoma 73102
Telephone: (405) 280-7700
Facsimile: (405) 280-7742
ATTORNEYS FOR PLAINTIFF

Timothy J. Bornhoff, OBA #13172
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McAfee & Taft, A Professional Corporation
10th Floor, Two Leadership Square
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Telephone: (405) 235-9621
Facsimile: (405) 228-7339
ATTORNEYS FOR DEFENDANTS Jasmine, Inc., Gates Oil & Gas, LTD, Harrisburg 2
Prospect Lease Fund, LLC, Jimmy W. Gray, Michael K. Gray, and Lance P. Bowman

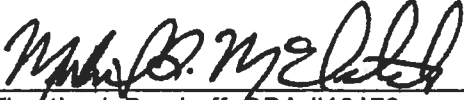
IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and the Relevant Defendants for all purposes.

THIS ORDER IS ENTERED this _____ day of _____, 2013, at _____:_____, ____m.

DISTRICT COURT JUDGE

APPROVED

David Lawson, OBA #31130
Robert Fagnant, OBA #30548
Oklahoma Department of Securities
120 North Robinson Avenue, Suite 860
Oklahoma City, Oklahoma 73102
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ATTORNEYS FOR DEFENDANTS Jasmine, Inc., Gates Oil & Gas, LTD, Harrisburg 2
Prospect Lease Fund, LLC, Jimmy W. Gray, Michael K. Gray, and Lance P. Bowman

Defendants OEE and Harrisburg. The Receiver is given directions and authority to accomplish the following:

1. to take immediate custody, possession and control of any and all assets, monies, securities and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, belonging to Defendants OEE and Harrisburg ("Receivership Assets"), as well as any records or documents relating to the Receivership Assets including, but not limited to, leases, subscription agreements, bank statements, checkbooks, and invoices previously paid or currently owed;

2. to manage the business activity of Defendants OEE and Harrisburg and conserve, hold, and protect the Receivership Assets, pending further action by this Court;

3. to receive and collect any and all sums of money due or owing to the Defendants OEE and Harrisburg whether the same are due or shall hereinafter become due and payable, and to make such payments and disbursements as may be necessary and advisable for the preservation of the Receivership Assets and as may be necessary and advisable in discharging his duties as Receiver;

4. to retain or dismiss any employee of Defendants OEE and Harrisburg as may be advisable or necessary;

5. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to the exercise of the duties of the Receiver, including such staff and attorneys associated with the Receiver's Firm, Elias Books Brown & Nelson, P.C.. The Receiver may immediately retain or employ such

persons, and compensate such persons, all subject to application to and approval by the Court;

6. to open and inspect any and all mail or deliveries addressed to Defendant OEE or Defendant Harrisburg to determine if same relate to the existence, location, identity or collection, preservation, maintenance or operation of Receivership Assets, and to notify the United States Postal Service to effect the forward delivery of any mail addressed to Defendant OEE or Defendant Harrisburg to a mail depository under the control of the Receiver;

7. to institute, prosecute and defend, compromise, adjust, intervene in or become party to such actions or proceedings in any state court, federal court, or United States bankruptcy court as may, in the Receiver's opinion, be necessary or proper for the protection, maintenance, or preservation of the Receivership Assets, or the carrying out of the terms of this Order, and likewise to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings now pending in any court by or against Defendant OEE or Defendant Harrisburg where such prosecution, defense, or other disposition of such actions or proceedings is, in the judgment of the Receiver, advisable or proper for the protection of the Receivership Assets; and

8. to exercise those powers necessary to implement the orders and directives of this Court.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Receivership Assets.

IT IS FURTHER ORDERED that the Receiver may apply to the Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement of reasonable expenses incurred in connection with his duties as Receiver. The Receiver's hourly fee shall be billed at the rate of \$300.00 per hour, which rate shall not be increased without order of the Court. The fees and expenses of the Receiver shall have priority over any other claims made against Defendant OEE or Defendant Harrisburg. The Receiver shall not be required to post a bond. The Oklahoma Department of Securities and Defendants OEE and Harrisburg shall each have the authority to seek removal of the Receiver for cause and upon approval of this Court.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, who receive actual notice of this Order, by personal service, facsimile transmission or otherwise, shall promptly deliver and surrender to the Receiver:

1. all Receivership Assets in the possession of or under the control of any one or more of them;
2. all books and records of any kind pertaining or belonging to Defendant OEE or Defendant Harrisburg; and
3. all items and information necessary to access Receivership Assets and books and records including, but not limited to, keys, passwords, and security codes.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, who receive actual notice of this Order, by personal service, facsimile transmission or otherwise, fully cooperate with and assist the Receiver and that they take no action, directly or indirectly, to hinder or obstruct the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Receiver.

IT IS FURTHER ORDERED that, except by leave of Court during the pendency of this Order, all creditors and other persons seeking money, damages, or other relief from the Defendant OEE or Defendant Harrisburg, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever to interfere with the Receiver or to the possession of or management by the Receiver of the Receivership Assets or in any way to interfere with said Receiver, or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Defendants OEE and Harrisburg. This Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and Defendants OEE and Harrisburg for all purposes.

THIS ORDER IS ENTERED this 16th day of October, 2013, at 5:00,

P.m.



DISTRICT COURT JUDGE

APPROVED



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Robert Fagnant, OBA #30548
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ATTORNEYS FOR PLAINTIFF



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Facsimile: (580) 228-0800
Attorney for Receiver of Defendant Oklahoma Energy Exchange, LLC (OEE is the
Manager of Defendant Harrisburg Prospect Lease Fund, LLC)


CERTIFICATE OF MAILING

The undersigned hereby certifies that on this 17th day of October, 2013, a true and correct copy of the above and foregoing *Agreed Order Appointing Receiver* was mailed, with postage prepaid thereon, via first-class US mail, addressed to:

Timothy J. Bomhoff
Michael D. McClintock
McAfee & Taft, A Professional Corporation
10th Floor, Two Leadership Square
211 North Robinson Avenue
Oklahoma City, Oklahoma 73102

L. Vance Brown
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