

RECEIVED AND FILED
 IN THE DISTRICT COURT OF PITTSBURGH COUNTY
 STATE OF OKLAHOMA

GENE STIPE, an individual, and
 RICK FAILING, as trustee of the
 GENE STIPE TITLE COMPANY
 TRUST,

Plaintiffs,

v.

STEVEN R. PHIPPS, an individual;
 PHIPPS ENTERPRISES, INC., an
 Oklahoma corporation; and CORPORATE
 FINANCING GROUP, INC., a/k/a or
 d/b/a CORPORATE FINANCE GROUP,
 INC., an Oklahoma corporation,

Defendants.

2008 JAN 31 A 2 05

CLAY ELLER

 DEPUTY

Case No. C-05-687

IN RE: PHIPPS ENTERPRISES,
 INC., and BRENDA PHIPPS,
 Shareholder,

Petitioner.

Case No. C-2007-426

**ORDER (I) AUTHORIZING AND APPROVING THE SALE OF PHIPPS
 ENTERPRISES, INC.'S STOCK IN MEURER ABSTRACT & TITLE
 COMPANY TO THE PREVAILING BIDDER, (II) CONDITIONALLY
 AUTHORIZING AND APPROVING THE SALE OF PHIPPS ENTERPRISES,
 INC.'S STOCK IN MEURER ABSTRACT & TITLE COMPANY TO THE
BACK UP BIDDER, AND (III) GRANTING RELATED RELIEF**

On this 31st day of January, 2008, there came before this Court for further hearing on this Court's Order of November, 14, 2007 (the "Sale Order") for purposes of the entry of an Order (i) authorizing and approving the sale of Phipps Enterprises, Inc.'s stock in Meurer Abstract & Title Company pursuant to the terms and conditions of that certain Stock Purchase Agreement, dated January 29, 2008 (the "Agreement"), by and between Kraettli Q. Epperson, as

Receiver for Phipps Enterprises, Inc. ("Receiver") and Ry-Son Oil Corporation (the "Prevailing Bidder") (a true and correct copy of said Agreement is attached hereto as Exhibit "A"); (ii) conditionally authorizing and approving the sale of Phipps Enterprises, Inc.'s stock in Meurer Abstract & Title Company pursuant to the terms and conditions of that certain Stock Purchase Agreement, dated January 29, 2008 (the "Back Up Bid"), by and between Kraettli Q. Epperson, as Receiver for Phipps Enterprises, Inc. ("Receiver") and Brenda Phipps, an individual (the "Back Up Bidder") (a true and correct copy of the Back Up Bid is attached hereto as Exhibit "B"); and (iii) granting other and appropriate related relief.

The Court finds and concludes based upon the Transcript of Proceedings, attached hereto as Exhibit "C", Receiver has conducted the auction of Phipps Enterprises, Inc.'s stock in Meurer Abstract & Title Company pursuant to the terms and conditions of the Sale Order and has, in all respects, complied with the Bidding Process.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Agreement and each of its terms shall be, and hereby are, approved in their entirety. Receiver is authorized to execute, deliver, implement, and fully perform the Agreement, together with all additional instruments and documents which may be reasonably necessary, convenient or desirable to implement the terms of the Agreement, and to take any and all further actions as may be necessary or appropriate to perform the obligations and effectuate the transactions contemplated by the Agreement. The Receiver is authorized and empowered to enter into such agreements and to deliver on the closing date such documentation that may be necessary or reasonably requested by the Prevailing Bidder to evidence or effectuate the transfers contemplated in the Agreement, this Order and the Sale Order.

2. Receiver's obligation to close the transaction contemplated by the Agreement

with the Prevailing Bidder is conditioned upon the receipt of all payments contemplated by this Court's Order of January 16, 2008.

3. If the Prevailing Bidder fails to consummate the Agreement pursuant to the terms of the Prevailing Bid for any reason, other than a default by the Receiver, the Backup Bid shall be the new Prevailing Bid, and the Backup Bidder shall become, upon such designation, the new Prevailing Bidder, without the need for further order of this Court. The Receiver shall thereupon be authorized, without further order of the Court, to consummate the transaction contemplated by the new Prevailing Bid with the new Prevailing Bidder. In the event that a Prevailing Bidder fails to consummate the approved transaction because of a material breach or failure to perform on the part of such Prevailing Bidder, the defaulting Prevailing Bidder's Good Faith Deposit shall be forfeited to the Receiver and its estate, and the Receiver and its estate specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

4. Counsel for Receiver is authorized to return the Good Faith Deposits posted by bidders other than the Prevailing Bidder and the Back Up Bidder.

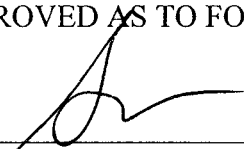
SO ORDERED this 31st day of January, 2008.

ORIGINAL SIGNED BY
JAMES D. BLAND

DISTRICT JUDGE

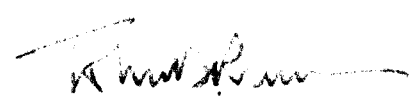
COUNTY OF PITTSBURG }
STATE OF OKLAHOMA } SS
I, CINDY ELLER, Court Clerk in and for
Pittsburg County State of Oklahoma do hereby certify
that the within and foregoing is a full, true and correct
copy of the original Order as
the same appears on file and record in my office in
witness whereof, I hereunto set my hand and affix the
seal of said court.
This 31st day of Jan 20 08
By Linda Whorton
CINDY ELLER, Court Clerk
Deputy

APPROVED AS TO FORM:



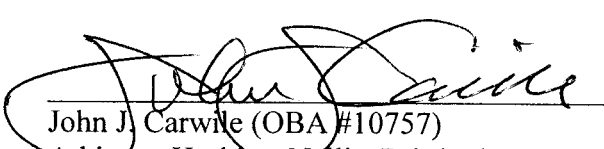
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ATTORNEY FOR GENE STIPE *and Rick*
Falins, trustee of the Gene
Stipe Title Company Trust