

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

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.)

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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 SUBSTANTIALLY ALL OF THE ASSETS OF GUARANTY ABSTRACT COMPANY OF STIGLER, INC. TO THE PREVAILING BIDDER, (II) CONDITIONALLY AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF GUARANTY ABSTRACT COMPANY OF STIGLER, INC. 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 substantially all of the assets of Guaranty Abstract Company of Stigler, Inc. pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated January 29, 2008 (the "Agreement"), by and between Kraettli Q.

Epperson, as Receiver for Guaranty Abstract Company of Stigler, Inc. ("Receiver") and Gregory R. Stidham, an individual (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 substantially all of the assets of Guaranty Abstract Company of Stigler, Inc. pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated January 29, 2008 (the "Back Up Bid"), by and between Kraettli Q. Epperson, as Receiver for Guaranty Abstract Company of Stigler, Inc. ("Receiver") and Sequoyah County Abstract and Title Company, Inc. (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 substantially all of the assets of Guaranty Abstract Company of Stigler, Inc. 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 deeds, bills of sale, assignments, and other 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. Notwithstanding anything to the contrary that may be contained in the Agreement, the assets sold by the Receiver to the Prevailing Bidder shall not include any Excluded Assets.

3. Except for the liabilities expressly assumed by the Prevailing Bidder under the Agreement, the Prevailing Bidder shall not be liable for any Claims against Guaranty Abstract Company of Stigler, Inc..

4. 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.

5. 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 31 day of Jan, 2008.

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. January 08
This 31 day of Jan, 2008
CINDY ELLER, Court Clerk
By [Signature]
Deputy

ORIGINAL SIGNED BY
JAMES D. BLAND


DISTRICT JUDGE

APPROVED AS TO FORM:



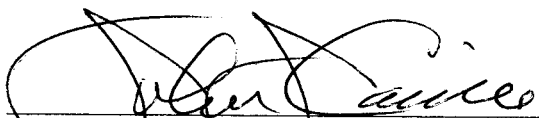
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ATTORNEY FOR GENE STIPE *and Kirk*
Fahns, trustee of the Gene
Stipe Title Company Trust