



FILED IN DISTRICT COURT  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAR 19 2015

TIM RHODES  
COURT CLERK  
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Oklahoma Department of Securities )  
*ex rel.* Irving L. Faught, Administrator, )  
 )  
Plaintiff, )

v. )

Case No. CJ-2014-4515

Seabrooke Investments LLC, an Oklahoma )  
limited liability company; )  
Seabrooke Realty LLC, an Oklahoma )  
limited liability company; )  
Oakbrooke Homes LLC, an Oklahoma )  
limited liability company; )  
Bricktown Capital LLC, an Oklahoma )  
limited liability company; )  
KAT Properties LLC, an Oklahoma )  
limited liability company; )  
Cherry Hill LLC, an Oklahoma limited liability )  
company doing business as Cherry Hill Apartments;) )  
Tom W. Seabrooke, individually and as trustee of )  
Tom Seabrooke 2007 Revocable Trust and )  
J. Karyn Seabrooke 2007 Revocable Trust; and )  
Judith Karyn Seabrooke, individually and as trustee )  
of Tom Seabrooke 2007 Revocable Trust and )  
J. Karyn Seabrooke 2007 Revocable Trust, )  
 )  
Defendants. )

**JOINT MOTION FOR INTERPLEADER**

COMES NOW Ryan Leonard, Receiver, Intervenor Wayne Doyle, and Defendant Bricktown Capital, LLC, and respectfully moves this Court for an order authorizing the deposit of funds with the clerk of the court and for an order establishing a schedule for the parties to interplead regarding the Court's disposition of said funds.

I. On September 9, 2014 Defendant Bricktown Capital LLC (Bricktown Capital) and the Bricktown Hotel were removed by the Court from the receivership and asset freeze. Pursuant to the Order Modifying Relief (Modification Order), it was ordered that, if the

Bricktown Hotel is sold for an amount greater than the amounts owed on valid mortgages existing as of the date of the order, the remaining funds would be used to pay investor restitution owed by Defendants as determined by the Court.

2. On December 23, 2014, the Bricktown Hotel was sold. After the payment of the first and second mortgages to Quail Creek Bank and the U.S. Small Business Administration, and closing expenses, the balance of the proceeds from the sale was \$187,858.90 (Remaining Proceeds). At closing there arose a dispute as to who was entitled to receive the Remaining Proceeds. Wayne Doyle, sought the Remaining Proceeds based on his claimed mortgage filed against the Bricktown Hotel. The Receiver sought the Remaining Proceeds as an asset of the Receivership. To facilitate closing the sale of Hotel, Doyle, the Receiver and Bricktown Capital, LLC executed an Agreement On Instructions For Closing, attached as Exhibit A ("Agreement").

3. Under the Agreement, a check for \$187,858.90 was issued at Closing to the Oklahoma County District Court. The parties agreed to jointly move to interplead said \$187,858.90 into this matter so that the parties could assert their respective interests in the interpled funds and the Court could thereafter issue an order for the proper distribution thereof.

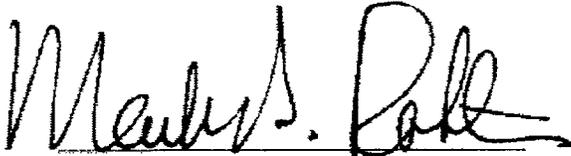
WHEREFORE, Movants respectfully request this Court enter an order authorizing deposit of the \$187,858.90 into Oklahoma County District Court and establish an appropriate schedule with deadlines for the parties to interplead their respective claims to said funds.

Respectfully Submitted,

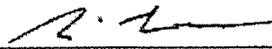


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Attorneys for Intervenor Wayne Doyle

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 19th day of March, 2015, a true and correct copy of this pleading was served via First Class Mail, postage prepaid, or by Email to:

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Jennifer Shaw  
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\_\_\_\_\_  
Robert Edinger

AGREEMENT ON INSTRUCTION FOR CLOSING

THIS AGREEMENT ("Agreement") made by and between Ryan Leonard, Receiver ("Receiver"), as appointed in the certain civil proceeding entitled "Oklahoma Department of Securities ex rel Irving L. Faught, Administrator, Plaintiff, vs. Seabrooke Investments, LLC, et al.", Case No. CJ-2014-4515, (the "Lawsuit"), Bricktown Capital, LLC ("Bricktown") and Wayne Doyle ("Doyle"). This Agreement is accepted by Stewart Abstract & Title of Oklahoma ("Stewart"), as evidenced by its signature below.

RECITALS

WHEREAS, Stewart has been requested to close a certain sale of real property which is commonly known by the Receiver and Bricktown, as the "Bricktown Hotel and Convention Center" (the "Hotel"); and

WHEREAS, as part of the Settlement Statement (HUD-1) involving the sale of the Hotel, the Receiver and Doyle assert competing claims to \$187,858.90 in proceeds from the sale; and

WHEREAS, the Receiver and Doyle agree that the sale of the Hotel should occur as quickly as possible, and the question regarding the rights to \$187,858.90 of the sale proceeds should not impede or delay the closing of the sale of the Hotel; and

WHEREAS, the Receiver and Doyle agree that the \$187,858.90 should be interpleaded into the Lawsuit and that Stewart is instructed to pay said amount to the District Court Clerk of Oklahoma County, Case No. CJ-2014-4515 as funds to be interpleaded by the Receiver, Bricktown Capital LLC, and Doyle for an order from the Court as to how said funds should be distributed.

NOW THEREFORE, in consideration of the Recitals set forth above, and the agreements set forth below, it is therefore agreed as follows:

AGREEMENTS

1. Agreement to Close Sale of Hotel. The Receiver, Bricktown and Doyle agree that Stewart shall immediately close the sale of the Hotel as expeditiously as possible, and without delay.
2. Interpleader of the \$187,858.90. The Receiver and Doyle agree that rights to the \$187,858.90 in sales proceeds from the sale of the Bricktown Hotel and Convention Center is in dispute between the parties and, that accordingly, same shall be paid by Stewart to the District Court Clerk of Oklahoma County, Case No. CJ-2014-4515 as funds to be interpleaded in said matter by the Receiver and Doyle.
3. Interpleader For Future Court Order. The Receiver, Bricktown and Doyle shall execute a joint motion to interplead said \$187,858.90 into the Lawsuit and request an Order from the Court memorializing the terms of this Agreement as soon as is practically convenient.



Thereafter, the respective parties shall assert their respective interests in the proceeds delivered to the Court for a determination by the Court on the proper distribution of said interpleaded funds.

4. Parties' Rights Reserved for Interpleader. The Receiver, Bricktown and Doyle agree that if, in order to facilitate the Closing by Stewart, Doyle executes a release of any mortgage lien he claims in the Bricktown Hotel and Convention Center, said release of mortgage lien will neither validate or invalidate said mortgage for purposes of the Court's ruling on the rights of Doyle or the Receiver to the \$187,858.90 interpled funds. Rather, any interest which Doyle asserts based on the claimed validity of said mortgage shall attach to the interpled funds, and any interest which the Receiver asserts based on the invalidity of said mortgage shall likewise attach to the interpled funds. Doyle and the Receiver reserve all right to assert the validity or invalidity of the said mortgage in the Lawsuit as applicable to the interpled funds and to present the issue for determination by the Court.

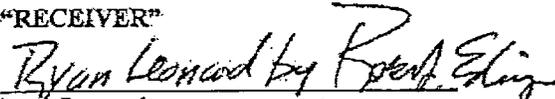
5. Reliance by Stewart. Stewart is authorized to rely upon this Agreement and instructions herein for payment of said \$187,858.90 to the District Court Clerk of Oklahoma County, Case CJ-2014-4515. Stewart is further directed to reflect said funds on the Settlement Statement for closing as follows: "Paid as interpleader to the District Court of Oklahoma County, Case CJ-2014-4515." Upon fulfillment of these instructions, Stewart is fully released and held harmless by the Receiver, Bricktown, and Doyle and Stewart will not be liable to any parties hereto nor to any other person, firm or corporation by reason of said payment.

6. Entire Agreement. This is the entire agreement of the parties and shall be binding on the parties hereto and the heirs, successors and assigns. No modification of this agreement shall be effective unless in writing and signed by all parties hereto.

The UNDERSIGNED have executed this instrument on the date appearing opposite each Party's respective signature.

Signed: December 22, 2014

"RECEIVER"

  
Ryan Leonard

BRICKTOWN CAPITAL LLC

Signed: December \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
Tom W. Seabrooke, Manager

WAYNE DOYLE

Thereafter, the respective parties shall assert their respective interests in the proceeds delivered to the Court for a determination by the Court on the proper distribution of said interpleaded funds.

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6. Entire Agreement. This is the entire agreement of the parties and shall be binding on the parties hereto and the heirs, successors and assigns. No modification of this agreement shall be effective unless in writing and signed by all parties hereto.

The UNDERSIGNED have executed this instrument on the date appearing opposite each Party's respective signature.

**"RECEIVER"**

Signed: December \_\_\_\_\_, 2014

\_\_\_\_\_  
Ryan Leonard

**BRICKTOWN CAPITAL LLC**

Signed: December 19, 2014

BY: \_\_\_\_\_  
Tom W. Seabrooke, Manager

**WAYNE DOYLE**

Signed: December 19, 2014

Wayne Doyle

Stewart Abstract & Title of Oklahoma accepts the above instructions.

Signed: December 21, 2014

Margaret Miller

(Signature)

MARGARET MILLER DVP

(Print Name and Title)