

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
v.)
)
American Liberty Insurance & Financial)
Services, an unincorporated entity;)
LightHouse Marketing Incorporated, an)
Oklahoma corporation; and Travis Ray)
Winnett, an individual,)
)
Defendants.)

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

AUG 30 2007

PATRICIA PRESLEY, COURT CLERK
by _____ Deputy

Case No. CJ-2007-5605

DEFENDANTS' STIPULATION AND CONSENT TO FINAL ORDER

Defendants American Liberty Insurance & Financial Services, LightHouse Marketing Incorporated, and Travis Ray Winnett (collectively, the "Defendants") hereby stipulate to the following:

1. The Oklahoma Department of Securities (Plaintiff) is the proper party to bring this action seeking the relief requested in the *Petition for Permanent Injunction and Other Equitable Relief* (Petition) filed in this matter.
2. Defendants are subject to the jurisdiction of this Court by receipt of proper service of a summons and the Petition and their appearance in this matter.
3. Defendants engaged, directly and/or indirectly, in the offer and sale of insurance premium funding plans through which participants were promised returns of 8% per year for five years or 10% per year for six years (Premium Funding Plans). The Premium Funding Plans are securities as defined by Section 1-102 of the Oklahoma

Uniform Securities Act of 2004 (Act), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (Supp. 2003).

4. Defendants acknowledge that certain participants executed agreements in connection with their participation in the Premium Funding Plans with an entity identified as “American Liberty Funding LLC” (American Liberty Funding), an entity that is not organized as a limited liability company under Oklahoma law.

5. Plaintiff has alleged that Defendants engaged in violations of the Act in connection with the offer and/or sale of securities, in and/or from the state of Oklahoma. Specifically, Plaintiff has alleged that Defendants offered and sold unregistered securities, failed to register as an agent, employed at least one unregistered agent, and/or perpetrated a fraud in connection with the offer, sale or purchase of a security.

6. Defendants, without admitting or denying the allegations in the Petition, acknowledge that they do not contest the application of the Act to the issuance, offer and/or sale of the Premium Funding Plans.

7. Defendants agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the Petition or creating the impression that the Petition is without factual basis. Nothing in this provision affects Defendants: (a) testimonial obligations in any matter; or (b) right to take legal or factual positions in litigation in which Plaintiff is not a party.

Defendants hereby undertake as follows:

1. Defendants consent to the entry of the *Final Order, Judgment and Permanent Injunction* (Final Order), in the form attached as Exhibit “A” hereto.

2. Defendants agree that the terms of the Final Order and this Stipulation and Consent shall apply to American Liberty Funding.

3. Defendants state that this Stipulation and Consent is entered into voluntarily and that no threat or promise of immunity of any kind has been made by Plaintiff, the Administrator of the Oklahoma Department of Securities, or any employee of the Oklahoma Department of Securities, to induce Defendants to enter this Stipulation and Consent.

4. Defendants waive any right to appeal from the Final Order.

5. Defendants agree that the provisions of this Stipulation and Consent shall be incorporated by reference into the Final Order as though set forth in full therein.

6. Defendants agree to return all funds to participants in the Premium Funding Plans in such amounts and on such dates as subsequently determined by this Court (Repayment Schedule).

7. Defendants agree that pending this Court's determination regarding the Repayment Schedule, the assets of Defendants will continue to be frozen, as specified in the *Temporary Restraining Order, Order Freezing Assets and Order for Accounting* filed in this matter on June 29, 2007.

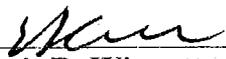
8. Defendants agree that this Court will retain jurisdiction of this matter for the purpose of enforcement of the Final Order and this Stipulation and Consent.

9. Defendants understand that Plaintiff will take action as authorized by law including, but not limited to, an enforcement action under the Act, for Defendants' failure to comply with the terms of the Final Order and this Stipulation and Consent in any material respect or for any future violation of the Act.

10. Defendants agree to the presentation of this Stipulation and Consent and the Final Order, to the Court to be entered without further notice to them.

IN WITNESS WHEREOF, Defendants have executed this Stipulation and Consent as of the date and year set forth below their signatures hereto.

American Liberty Insurance & Financial Services

By: 
Travis R. Winnett

Date: 8-16-07

LightHouse Marketing Incorporated


Travis R. Winnett, President

Date: 8-16-07

Travis R. Winnett, individually


Travis R. Winnett

Date: 8-16-07