

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this 23rd day of September, 2018, between Big Cat Rescue Corp. ("BCR") and Shirley M. Schreibvogel ("Shirley" or "Shirley Schreibvogel") (BCR and Shirley Schreibvogel are collectively referred to herein as the "Parties").

I. RECITALS

A. In February, 2013, BCR obtained civil consent judgments and permanent injunctions against the G.W. Exotic Animal Memorial Foundation and Joseph Allen Schreibvogel in three civil proceedings in the United States District Court for the Middle District of Florida. The judgments totaled more than \$1 million and were based on trademark infringement, false designation of origin, unfair competition, misrepresentation, and copyright infringement, as follows:

1. *Big Cat Rescue Corp. v. Big Cat Rescue Entertainment Group Inc., et al.*, No. 8:11-CV-209-MSS-MAP, judgment for trademark infringement and false designation of origin and unfair competition, awarding Plaintiff compensatory damages and attorney's fees and costs in the total amount of \$953,000.00, with post-judgment interest, and granting a permanent injunction, filed February 11, 2013 (domesticated on February 21, 2013 as an Oklahoma judgment in the United States District Court for the Western District of Oklahoma, Case No. 5:13-fj-00001-F);
2. *Big Cat Rescue Corp. v. Big Cat Rescue Entertainment Group, Inc., et al.*, 8:12-CV-2381-JSM-MAP, judgment for copyright infringement and misrepresentation, awarding Plaintiff statutory damages in the total amount of \$25,000.00, with post-judgment interest, and granting a permanent injunction, filed February 8, 2013 (domesticated on February 15, 2013 as an Oklahoma judgment in the United States District Court for the Western District of Oklahoma, Case No. 5:13-fj-00002-F); and
3. *Big Cat Rescue Corp. v. Big Cat Rescue Entertainment Group, Inc., et al.*, 8:11-CV-2014-JDW-TBM, judgment for copyright infringement and misrepresentation, awarding Plaintiff statutory damages in the total amount of \$50,000.00, with post-judgment interest, and granting a permanent injunction, filed February 14, 2013 (domesticated on March 18, 2013 as an Oklahoma judgment in the United States District Court for the Western District of Oklahoma, Case No. 5:13-fj-00003-F);

(collectively, the "2013 Judgments"). The Judgments were domesticated in the United States District Court for the Western District of Oklahoma in Case Nos. 5:13-fj-00001-F, 5:13-fj-00002-F, and 5:13-fj-00003-F (collectively, the "Domestication Actions").

B. In February 2016, BCR obtained a civil judgment (the "2016 Judgment") and permanent injunction against The Garold Wayne Interactive Zoological Foundation in a civil

proceeding in the United States District Court for the Western District of Oklahoma, Case No. CIV-14-377-SLP (the "2014 Litigation"). Despite entry of judgment in the 2014 Litigation, other parties have entered appearances and there remain ongoing litigated claims (the "Ongoing 2014 Litigation").

C. On or about February 18, 2016, BCR filed a Complaint in the United States District Court for the Western District of Oklahoma, Case No. CIV-2016-155-SLP, against defendant Shirley Schreibvogel, asserting claims of fraudulent transfer liability, seeking imposition of constructive trusts and equitable liens in certain real and personal property, and seeking damages, costs and attorney fees (the "2016 Litigation"). On August 22, 2016, with leave of Court, BCR filed a First Amended Complaint in the 2016 Litigation, adding defendant Greater Wynnewood Development Group, LLC ("GWDG") as a defendant.

D. The Parties wish to resolve BCR's claims against Shirley Schreibvogel in the 2016 Litigation.

E. However, BCR does not, in or under this Agreement, in any way release or alter its claims and rights in or under the 2013 Judgments, the Domestication Actions, or the 2016 Judgment, or its claims and rights against defendant GWDG in the 2016 Litigation, or otherwise, except against Shirley M. Schreibvogel. Further, BCR does not, in or under this Agreement, in any way release or alter its claims, rights and defenses in the Ongoing 2014 Litigation, except against Shirley Schreibvogel.

II. AGREEMENTS, CONSIDERATION, COVENANTS AND REPRESENTATIONS

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the mutual covenants, terms, conditions, and undertakings set forth herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

A. The Parties acknowledge and agree that the foregoing recitals are incorporated into and made a part of this Agreement.

B. The Parties agree to execute, and to entry by the Court in the 2016 Litigation, of a consent judgment and permanent injunction, a copy of which is attached hereto as Exhibit 1 (the "Consent Judgment"). Shirley Schreibvogel further confesses and agrees to the factual allegations against her in the First Amended Complaint filed in the 2016 Litigation that gives rise to the relief granted BCR set out in the Consent Judgment, and concedes and agrees that BCR is entitled to the relief set out in the Consent Judgment.

C. Shirley Schreibvogel agrees to execute a quit claim deed in the form attached hereto as Exhibit 2, to a party to be designated by BCR, in its sole discretion, of all her interest in and to the following property:

**Northwest Quarter of the Southwest Quarter of the Southwest Quarter
(NW/4 SW/4 SW/4) of Section Twenty-one (21), Township Two (2) North,**

Range One (1) East of the I.B.M., and the North 165 feet of the East 500 feet of the West 1460 feet of the North Half of the South Half of the Southwest Quarter (N/2 S/2 SW/4) and the West 300 feet of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4) and the West 300 feet of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4), all in Section Twenty-one (21), Township Two (2) North, Range One (1) East I.B.M., Garvin County, Oklahoma, containing 16.439 acres more or less,

the ("Zoo Land"). Further, in addition its entitlement to the other relief sought by BCR against her in the First Amended Complaint filed in the 2016 Litigation, Shirley M. Schreibvogel agrees that BCR is entitled to a constructive trust and equitable lien on the Zoo Land, effective as of February 20, 2015.

D. Shirley Schreibvogel agrees to execute an affidavit, before a notary, in the form attached hereto as Exhibit 3. Shirley Schreibvogel further agrees and confirms that the statements contained in that Affidavit are true, sworn and correct statements.

E. Shirley Schreibvogel executed that certain Limited Liability Company Agreement of Greater Wynnewood Development Group LLC., a Limited Liability Company, attached hereto as Exhibit 4 (the "LLC Agreement"). Shirley Schreibvogel agrees to grant BCR, and does hereby grant BCR, the option, the exercise of which shall be in BCR's sole discretion, to direct that Shirley Schreibvogel execute the assignment of interest document attached hereto as Exhibit 5, which would assign any and all claims and/or causes of action she may have under the LLC Agreement to a designee of BCR which shall be selected in BCR's sole discretion. The option granted to BCR by Shirley Schreibvogel in this Agreement paragraph II(E) must be exercised by BCR, if at all, within the period beginning on the Effective Settlement Date (as defined below) and ending thirty (30) calendar days of entry of judgment by the Court against all defendants in the 2016 Litigation (the "Option Period"). If the option granted to BCR by Shirley Schreibvogel in this Agreement paragraph II(E) is not exercised by BCR during the Option Period, then the option will expire and be of no force and effect. Whether to exercise the option is and shall be in BCR's sole discretion, and Shirley Schreibvogel declares and agrees she has no claim or cause of action against BCR and/or its principals should BCR determine not to exercise this option, and she hereby waives and disclaims any present or future claim against BCR and/or its principals, should BCR determine not to exercise the option.

F. Shirley Schreibvogel agrees to grant BCR, and does hereby grant BCR, the option, the exercise of which shall be in BCR's sole discretion, to direct that Shirley Schreibvogel execute the assignment of interest document attached hereto as Exhibit 6, which would assign her right to receive distributions in kind or in cash, and compensation under the LLC Agreement to a designee of BCR which shall be selected in BCR's sole discretion. The option granted to BCR by Shirley Schreibvogel in this Agreement paragraph II(F) must be exercised by BCR, if at all, within Option Period set out above. If the option granted to BCR by Shirley Schreibvogel in this Agreement paragraph II(F) is not exercised by BCR during the Option Period, then the option will expire and be of no force and effect. Whether to exercise the option granted to BCR by Shirley Schreibvogel in this Agreement paragraph II(F) is and shall be

in BCR's sole discretion, and Shirley Schreibvogel declares and agrees she has no claim or cause of action against BCR should BCR determine not to exercise this option, and she hereby waives and disclaims any present or future claim against BCR and/or its principals, should BCR determine not to exercise the option.

G. BCR agrees not to seek a money judgment against Shirley Schreibvogel in the 2016 Litigation.

H. The effective date of this Agreement shall be on the date that both of the following conditions precedent shall have occurred (the "Settlement Effective Date"): (i) execution by all Parties of this Agreement; and (ii) entry by the Court of the Consent Judgment in the 2016 Litigation in the form attached hereto as Exhibit 1. This Agreement shall have no force or effect unless and until both of these conditions precedent have been met.

I. On the Settlement Effective Date, Shirley Schreibvogel is deemed to have irrevocably and unconditionally released and forever discharged BCR, its successors, predecessors, assigns, principals, officers, Board of Directors, Advisory Board of Directors, attorneys, insurers, employees, volunteers, and interns, past, present and future, from any and all past and present claims or causes of action of whatever kind, nature, or description, and from any and all allegations of liability or damages of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, known or unknown, that are, have been, could have been, or might in the future be asserted by or on behalf of Shirley M. Schreibvogel based on or arising out of any matter, cause, or thing whatsoever, including, but not limited to, claims asserted and those that could have been asserted in the 2016 Litigation; provided, however, that nothing contained herein shall constitute, or be deemed to constitute, a release, discharge, or impairment of the right to enforce this Agreement, or undertakings set out herein, which is expressly preserved.

J. On the Settlement Effective Date, BCR is deemed to have irrevocably and unconditionally released and forever discharged Shirley Schreibvogel from any and all past and present claims or causes of action of whatever kind, nature, or description, and from any and all allegations of liability or damages of whatever kind, nature or description, direct or indirect, in law, equity or arbitration, absolute or contingent, in tort, contract, statutory liability or otherwise, known or unknown, that are, have been, could have been, or might in the future be asserted by or on behalf of BCR based on or arising out of any matter, cause, or thing whatsoever, including, but not limited to, claims asserted and those that could have been asserted in the 2016 Litigation; provided, however, that nothing contained herein shall constitute, or be deemed to constitute, a release, discharge, or impairment of the right to enforce this Agreement, or undertakings set out herein, which is expressly preserved.

K. Shirley Schreibvogel represents and warrants to BCR that she has not assigned, hypothecated, or otherwise transferred an interest in the claims or causes of action released by this Agreement.

L. The Parties acknowledge that they jointly participated in the drafting of this Agreement. This Agreement shall be construed without regard to any presumption or other rule

requiring construction against the Party who caused the document to be drafted. In the event of any ambiguity regarding the breadth of the releases and waivers set for in paragraphs II(I) and II(J) hereof, the Parties agree that such ambiguity shall be resolved by construing the releases and waivers broadly, as opposed to narrowly. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The use of the singular form of any word includes the plural and vice versa.

M. If any section, paragraph, term or provision of this Agreement shall be held or determined to be unenforceable, the balance of this Agreement shall nevertheless continue in full force and effect, unaffected by such holding or determination. In addition, in any such event, the Parties agree that it is their intention and agreement that any such section, paragraph, term or provision that is held or determined to be unenforceable, as written, shall nonetheless be in force and binding to the fullest extent permitted by law as though such section, paragraph, term or provision had been written in such a manner and to such an extent as to be enforceable under the circumstance.

N. Each person and entity executing this Agreement warrants and represents that they have full power and authority to do so, that all necessary resolutions and authorizations have been obtained, that the undersigned signatories have the power and authority to bind the person or entity on whose behalf this Agreement is signed, and agrees that they will hold harmless any Party to this Agreement for attorney's fees, costs, expenses, or damages incurred or paid as a result of any assertion that such person or entity lacks such authority.

O. The Parties agree that, except as specifically set forth herein, each of them shall bear their own attorney's fees and costs related to the 2016 Litigation and this Agreement.

P. By their signatures below, the Parties agree and certify that they have read this Agreement and that they fully understand its meaning and importance, and that they have had an opportunity to discuss this Agreement, including all of its attachments, with counsel of their choosing. SHIRLEY SCHREIBVOGEL SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SHE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. SHIRLEY SCHREIBVOGEL ACKNOWLEDGES AND AGREES THAT SHE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HER CHOICE BEFORE SIGNING THIS AGREEMENT. SHIRLEY SCHREIBVOGEL FURTHER ACKNOWLEDGES THAT HER SIGNATURE BELOW IS AN AGREEMENT TO RELEASE BCR AND EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

Q. The Parties agree that if any Party brings an action against any other Party to enforce any of the terms of this Agreement, the non-prevailing adverse Party shall pay to the prevailing Party all reasonable attorney's fees and costs of litigation incurred by the prevailing Party in said action.

R. Except as otherwise specifically stated herein, the Parties agree that this Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to herein. This Agreement shall supersede all prior agreements and

understandings between the Parties with respect to the matters referred to herein. The Parties acknowledge that they have not executed this Agreement in reliance on any other promise, agreement, warranty or representation, whether oral or written.

S. The Parties agree that this Agreement shall not be modified by any oral representation made before or after the execution of this Agreement. All modifications, if any, must be in writing, and agreed to and signed by all of the Parties hereto.

T. The Parties covenant to prepare, execute and deliver all documents, including unknown documents, as needed, and to perform all such further actions, as may be reasonably necessary to effectuate the provisions of this Agreement and to complete the transactions contemplated herein and provided hereby.

U. The Parties agree that this Agreement may be executed in multiple counterparts, and with counterpart facsimile signature pages, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the effective date.

V. The Agreement shall be governed, construed, interpreted and enforced according to the internal laws of the State of Oklahoma without regard to the conflicts of laws principles of any jurisdiction. The parties consent and hereby submit to the personal and exclusive jurisdiction and authority of the federal courts of Oklahoma.

W. Any notices under this Agreement shall be in writing, shall be effective when received, and may be delivered only by hand, by overnight delivery service, by facsimile, or by electronic transmission to:

If to Plaintiff BCR:	If to Defendant Shirley Schreibvogel
c/o Heather L. Hintz Phillips Murrah P.C. 101 N. Robinson Avenue, 13 th Floor Oklahoma City, Oklahoma 73102 Phone: (405) 235-4100 Facsimile: (405) 235-4133 hlhintz@phillipsmurrah.com	Shirley M. Schreibvogel 35961 E CR 1610 Pauls Valley, Oklahoma 73075 Phone (405) 207-9188

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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the date(s) set out below.

Executed the ____ day of September, 2018 by:

SHIRLEY SCHREIBVOGEL,
individually

Shirley Schreibvogel

STATE OF Oklahoma)
) ss.
COUNTY OF Garvin)

Before me, the undersigned, a Notary Public, in for said County and State on this 21 day of September, 2018, personally appeared Shirley Schreibvogel to me known to be the identical person who subscribed his/her name to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Fury Stinnett

(SEAL)



Notary Public, Commission # 17001075

My Commission Expires: 2/1/21

BIG CAT RESCUE CORP.

By:

Carole Baskin

Name: Carole Baskin

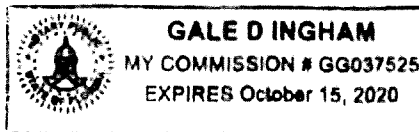
Title: Founder and CEO

STATE OF Florida)
COUNTY OF Hillsborough) ss.

Before me, the undersigned, a Notary Public, in for said County and State on this 23rd day of September, 2018, personally appeared Carole Baskin, to me known to be the identical person who subscribed his/her name to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

[Signature]

(SEAL)



Notary Public, Commission # _____

My Commission Expires: _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

BIG CAT RESCUE CORP.,)	
)	
Plaintiff,)	
)	
v.)	Case No. CIV-16-155-SLP
)	
SHIRLEY M. SCHREIBVOGEL and)	
GREATER WYNNEWOOD)	
DEVELOPMENT GROUP, LLC,)	
)	
Defendants.)	

AGREED JUDGMENT AND PERMANENT INJUNCTION

Pursuant to the agreement and stipulation between Plaintiff Big Cat Rescue Corp., a Florida not-for-profit corporation (“BCR”), and Defendant Shirley M. Schreibvogel, the Court enters judgment for BCR and against Shirley M. Schreibvogel as follows:

1. BCR is granted judgment as to liability against Shirley M. Schreibvogel on BCR’s First Cause of Action – Fraudulent Transfers/Conveyances- Actual Fraud, as set forth and alleged in BCR’s First Amended Complaint [Doc. No. 21] (the “First Amended Complaint”).

a. Shirley M. Schreibvogel received transfers of funds from and of BCR’s judgment debtor The Garold Wayne Interactive Zoological Foundation (“Garold Wayne Zoo”) in an amount exceeding \$150,000, during the period February 20, 2013 through February 28, 2016, each of which was a fraudulent transfer under 24 Okla. Stat. § 116(A)(1), and the transfers of funds are avoided under 24 Okla. Stat. § 119(A)(1).

b. The 2013 and 2015 leases of the Zoo Land (as hereinafter defined) (the “Zoo Land Leases”)¹, which Shirley M. Schreibvogel (as lessor) executed with Garold Wayne Zoo (as lessee) were not arms-length leases, but rather, were documents intended to be used to transfer funds and assets of Garold Wayne Zoo, and any successor of Garold Wayne Zoo, to Shirley M. Schreibvogel, so that the funds and assets of Garold Wayne Zoo or any successor could not be used to satisfy BCR’s judgments against Garold Wayne Zoo and/or BCR’s judgment debtor Joseph Allen Schreibvogel f/k/a Joseph Maldonado k/n/a Joseph Maldonado-Passage (“Maldonado”).

c. Maldonado filed a Chapter 7 bankruptcy in 2013, in a case entitled *In re Joseph Allen Schreibvogel*, in the United States Bankruptcy Court for the Western District of Oklahoma, Case No. 13-11430-NLJ (the “Schreibvogel Bankruptcy”). L. Win Holbrook, who was duly appointed Chapter 7 Bankruptcy Trustee in the Schreibvogel Bankruptcy, on December 10, 2013 filed a Complaint to Avoid Fraudulent Transfer against Shirley M. Schreibvogel, initiating an adversary proceeding entitled *Holbrook v. Schreibvogel*, in the United States Bankruptcy Court for the Western District of Oklahoma, Adv. Case No. 13-01114-NLJ (the “Adversary Proceeding”), alleging that Shirley M. Schreibvogel had received a fraudulent transfer of certain real property² from Maldonado, which transfer was

¹ The 2013 Land Property Lease was dated February 21, 2013, and executed February 22, 2013. The 2015 Land Property Lease was executed May 11, 2015.

² The real property that was the subject of the Adversary Proceeding is described as: Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW/4 SW/4 SW/4)

designed to prevent BCR from collecting its judgment against Maldonado. Shirley M. Schreibvogel confessed judgment in the amount of \$63,300 in the Adversary Proceeding, and paid the resulting judgment using \$63,300 in funds belonging to the Garold Wayne Zoo (the “Judgment Funds”). The Judgment Funds were fraudulently transferred to Shirley M. Schreibvogel by Garold Wayne Zoo under 24 Okla. Stat. § 116(A)(1), and the transfers are hereby avoided under 24 Okla. Stat. § 119(A)(1).

d. Any and all transfers made under any Zoo Land Leases to Shirley M. Schreibvogel by Garold Wayne Zoo, or its predecessor G.W. Exotic Animal Memorial Foundation, including any improvements made by either entity to the Zoo Land, at any time, are void.

e. As to defendant Shirley M. Schreibvogel, that defendant received no consideration for the transfer of her interest in the Zoo Land to Jeffrey L. Lowe or defendant Greater Wynnewood Development Group, LLC (“GWDG”), whether by quit claim deed or otherwise. Shirley M. Schreibvogel transferred the Zoo Land via quit claim deed to Jeffrey L. Lowe, and then to GWDG, for the purpose of protecting the Zoo Land from BCR in execution of its judgments against Maldonado, Garold

of Section Twenty-one (21), Township Two (2) North, Range One (1) East of the I.B.M., and the North 165 feet of the East 500 feet of the West 1460 feet of the North Half of the South Half of the Southwest Quarter (N/2 S/2 SW/4) and the West 300 feet of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4) and the West 300 feet of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4), all in Section Twenty-one (21), Township Two (2) North, Range One (1) East I.B.M., Garvin County, Oklahoma, containing 16.439 acres more or less (hereafter, the “Zoo Land”).

Wayne Zoo, and G.W. Exotic Animal Memorial Foundation, and any future judgment BCR might obtain against Shirley M. Schreibvogel. Further, as to Shirley M. Schreibvogel, the two quit claim deeds (as recorded in the real property records of Garvin County, Oklahoma, at 1-2015-006819, Book 2112 Page 291 on 9-9-2015, and at 1-2016-000991, Book 2128 Page 363 on 2-12-2016, respectively) by Shirley M. Schreibvogel for herself, and as power of attorney/attorney in fact for Francis Schreibvogel, were fraudulent transfers as to BCR, under 24 Okla. Stat. § 116(A)(1).

2. BCR is granted judgment as to liability against Shirley M. Schreibvogel on BCR's Second Cause of Action – Fraudulent Transfers/Conveyances - Constructive Fraud, as set forth and alleged in BCR's First Amended Complaint. The transfers to Shirley M. Schreibvogel from Garold Wayne Zoo are determined to be fraudulent transfers to Shirley M. Schreibvogel as set out in the First Amended Complaint, and under 24 Okla. Stat. § 116(A)(2), and the transfers are hereby avoided as to BCR under 24 Okla. Stat. § 119(A)(1).

3. BCR is granted judgment as to liability against Shirley M. Schreibvogel on BCR's Third Cause of Action – Constructive Trust, as set forth and alleged in BCR's Amended Complaint. BCR is entitled to a constructive trust in certain real and personal property as follows:

a. In 2015, Shirley M. Schreibvogel paid the Judgment against her in the Adversary Proceeding with \$63,300 in Judgment Funds generated by, and which

belonged to, BCR's creditor Garold Wayne Zoo, which Judgment Funds were fraudulently transferred to Shirley M. Schreibvogel, as determined above.

b. The \$63,300 payment made by Shirley M. Schreibvogel in 2015 to satisfy the Judgment entered in the Adversary Proceeding was composed of funds fraudulently transferred to her by Garold Wayne Zoo under 24 Okla. Stat. § 116(A)(1), to prevent BCR from collecting on its judgments against G.W. Exotic Animal Memorial Foundation, Maldonado and Garold Wayne Zoo, and/or any future judgment BCR might obtain against Shirley M. Schreibvogel. The fraudulently transferred funds were used to obtain clear title to the Zoo Land in the name of Shirley M. Schreibvogel, in order to prevent BCR from collecting on or enforcing its judgments against G.W. Exotic Animal Memorial Foundation, Maldonado and Garold Wayne Zoo.

c. Because the \$63,300 payment made by Shirley M. Schreibvogel in 2015 to satisfy the Judgment entered in the Adversary Proceeding was composed of funds fraudulently transferred to her by Garold Wayne Zoo to prevent BCR from collecting on its judgments against G.W. Exotic Animal Memorial Foundation, Maldonado and Garold Wayne Zoo, and because Shirley Schreibvogel consented to further transfers of the Zoo Land without consideration for the purpose of preventing BCR from enforcing its Judgments against the Zoo Land, BCR is hereby granted a constructive trust on the Zoo Land as of the date of the payment delivered to the Chapter 7 Trustee, February 20, 2015, and a constructive trust on all improvements to the Zoo Land as of February 20, 2015. The constructive trust

granted BCR as of February 20, 2015 shall follow the Zoo Land through any transfer of title subsequent to that date.

d. Shirley M. Schreibvogel obtained nominal title to four vehicles, and obtained financing to pay for these vehicles, identified as follows:

i. 2014 Blue Ford F-150 Crew Cab Half-Ton Pickup, VIN # 1FTFW1EF2EKF43788; purchase date February 28, 2015;

ii. 2014 RAM 3500 Pickup, VIN # 3C63RRNL3EG176027; purchase date June 7, 2014;

iii. 2008 GMC Sierra 2500, VIN # 1GTHK23628F179434; purchase date March 19, 2015; and

iv. 2012 Dodge RAM 3500, VIN # 3C63DRKL5CG286500; purchase date June 9, 2014;

(collectively, the “Vehicles”). However, despite title being held in the name of Shirley M. Schreibvogel, the down payment on each of the Vehicles was made with funds of Garold Wayne Zoo, and every payment made on the financing contracts in Shirley Schreibvogel’s name concerning each of the Vehicles was paid by Garold Wayne Zoo with funds it generated in its operations, at least until Garold Wayne Zoo’s dissolution in 2016. Although an occasional payment was made by money order or was, on its face, drawn on the checking account of Shirley M. Schreibvogel, the funds for every one of those payments was generated by, and was the property of, Garold Wayne Zoo. Further, Shirley M. Schreibvogel, from the respective purchase dates of each of the four Vehicles, intended that the Vehicles would be

owned by, and were and would be the property, for all purposes, of Garold Wayne Zoo. Although the Vehicles are, or were, nominally titled in Shirley M. Schreibvogel, the Vehicles, and any equity in them as of February 20, 2016, are hereby determined to be the property of Garold Wayne Zoo as of the date each Vehicle was purchased, as set out above, and in the First Amended Complaint [Doc. No. 21].

e. BCR is hereby granted a constructive trust on the Vehicles, as of the date each Vehicle was purchased, as set out above, in the amount of \$30,000 as to each Vehicle, and BCR is hereby granted a constructive trust in that same amount in any proceeds from the sale, transfer or disposition of each of the Four Vehicles, and a constructive trust in any proceeds from any insurance policy on any of the Vehicles.

f. In 2014, Shirley M. Schreibvogel executed two lease purchase contracts with Affordable Buildings, LLC, through Parks Leasing, LLC, to purchase two portable buildings to be used, paid for, and owned, by Garold Wayne Zoo. The buildings are identified as: 12x36 Cabin – Building Inventory No. C-9-23-14-12-36-1789 – purchase date December 29, 2014; and 12x36 Cabin – Building Inventory No. C-12-29-14-12-36-1811 – purchase date December 29, 2014 (collectively, the “Parks Leasing Buildings”).

g. In 2015, Shirley M. Schreibvogel executed two additional lease purchase contracts with Affordable Buildings, LLC, through Bradford Leasing, LLC, to purchase two portable buildings to be used, paid for, and owned, by Garold

Wayne Zoo. The buildings are identified as: 12x40 Lofted Porch Cabin – Building Inventory No. LPC-05-27-14-12-40-1581 –purchase date March 30, 2015; and 12x20 Utility – Building Inventory No. UT-01-27-15-12-20-1813 – purchase date January 30, 2015 (collectively, the “Bradford Leasing Buildings”).

h. Although the financing contracts for the Parks Leasing Buildings and Bradford Leasing Buildings were in the name of Shirley M. Schreibvogel, Mrs. Schreibvogel intended the portable buildings to be paid for, and be the property of, Garold Wayne Zoo, and that Garold Wayne Zoo would build out the portable building shells and thereby obtain equity in them from the date of their delivery.

i. BCR is hereby granted a constructive trust in the Parks Leasing Buildings and Bradford Leasing Buildings, as of the purchase date of each building, in the full amounts as follows:

1. Parks Leasing, 12x36 Cabin – Building Inventory No. C-9-23-14-12-36-1789 – purchase date December 29, 2014 – constructive trust in the amount of \$10,000;

2. Parks Leasing, 12x36 Cabin – Building Inventory No. C-12-29-14-12-36-1811 – purchase date December 29, 2014 - constructive trust in the amount of \$10,000;

3. Bradford Leasing, 12x40 Lofted Porch Cabin – Building Inventory No. LPC-05-27-14-12-40-1581 – purchase date March 30, 2015 - constructive trust in the amount of \$10,000; and

4. 12x20 Utility – Building Inventory No. UT-01-27-15-12-20-1813 – purchase date January 30, 2015 - constructive trust in the amount of \$10,000.

j. BCR is further granted a constructive trust in any proceeds from any sale, transfer or disposition of any of the Parks Leasing Buildings and Bradford Leasing Buildings, and any proceeds from any insurance policy on any of the Parks Leasing Buildings and Bradford Leasing Buildings.

k. Shirley M. Schreibvogel holds title to certain mobile homes used as staff trailers on the animal park grounds (collectively, the “Trailers”).

l. The Trailers are located on the grounds of, and are used by, the animal park founded by Shirley M. Schreibvogel and Maldonado, and operated by G.W. Exotic Animal Memorial Foundation, until its dissolution, and Garold Wayne Zoo, until its dissolution, and are presently used by the Wynnewood, Oklahoma, animal park formerly operated by G.W. Exotic Animal Memorial Foundation and Garold Wayne Zoo. BCR is hereby granted a constructive trust and equitable lien on the Trailers, effective as of March 1, 2013.

4. BCR is granted judgment as to liability against Shirley M. Schreibvogel on BCR’s Fourth Cause of Action – Equitable Lien, as set forth and alleged in BCR’s First Amended Complaint. BCR is hereby granted an equitable lien in the Zoo Land, and all improvements, effective as of February 20, 2015. BCR is granted an equitable lien in the Vehicles, the Parks Leasing Buildings and the Bradford Leasing Buildings, effective as of the date Shirley Schreibvogel first executed financing or lease contracts for each Vehicle,

Parks Leasing Building and Bradford Leasing Building, as set out above and in Plaintiff's Corrected Motion for Summary Judgment [Doc. No. 105]. BCR is granted an equitable lien in the Trailers, as of the date of this Order.


5. BCR is entitled to, and the Court hereby enters, a Permanent Injunction against Shirley M. Schreibvogel under 24 Okla. Stat. § 119(A)(3)(a), and Rule 65, Fed. R. Civ. P. Shirley M. Schreibvogel, and her servants, agents, employees, interns, attorneys, parents, subsidiaries, predecessors, successors, affiliates, officers, directors, shareholders, members, managers, principals and assigns, past, present and future, and any and all persons acting by and under her authority or in concert with them, including any person to whom she has granted a power of attorney, are enjoined from concealing, transferring, encumbering, liquidating, destroying, or disposing of 1) the Zoo Land, 2) any real or personal property of G.W. Exotic Animal Memorial Foundation, Garold Wayne Zoo, or Maldonado, including but not limited to, any and all tangible and intangible property, the Vehicles, the Bradford Leasing Buildings, the Park Leasing Buildings, any and all documents and/or records related to the Vehicles, the Bradford Leasing Buildings, and the Parks Leasing Buildings, 3) any and all business records of, and any of Shirley M. Schreibvogel's documents and/or records related to, Garold Wayne Zoo, Maldonado, and GWDG, 4) except as may otherwise be agreed to by and between Shirley M. Schreibvogel and BCR, any right or claim Shirley M. Schreibvogel has with regard to GWDG, 5) Shirley M. Schreibvogel's membership interest in GWDG, and 6) any assets or business operations of Garold Wayne Zoo. This Permanent Injunction shall remain in full force and effect after the close of this case, or until further order of this Court.

6. Shirley M. Schreibvogel shall provide a copy of this Judgment to all of her servants, agents, employees, interns, attorneys, parents, subsidiaries, predecessors, successors, affiliates, officers, directors, shareholders, members, managers, principals, and assigns, and any person who holds a power of attorney in her name, within forty-eight (48) hours after entry of this Judgment.

7. Notwithstanding the foregoing, BCR is not granted any money judgment against Shirley M. Schreibvogel.

8. BCR and Shirley M. Schreibvogel shall each bear their respective costs and attorney's fees incurred in this action.

IT IS SO ORDERED this 29th day of August, 2019.



SCOTT L. PALK
UNITED STATES DISTRICT JUDGE