

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SECURITIES AND EXCHANGE	§	
COMMISSION,	§	
	§	
PLAINTIFF,	§	
	§	
vs.	§	CIVIL ACTION NO. 4:11 CV - 02830
	§	
BRIAN A. BJORK, THE ESTATE OF JOEL	§	
DAVID SALINAS, J. DAVID GROUP OF	§	
COMPANIES, INC., J. DAVID FINANCIAL	§	
GROUP LP, SELECT ASSET	§	
MANAGEMENT LLC, SELECT ASSET	§	
CAPITAL MANAGEMENT LLC, SELECT	§	
ASSET FUND I, LLC, AND SELECT ASSET	§	
PRIME INDEX FUND, LLC.	§	
	§	
DEFENDANTS.	§	

**ORDER GRANTING RECEIVER'S UNOPPOSED MOTION TO SELL ALL RIGHT, TITLE AND INTEREST IN A FORTY SIX PERCENT EQUITY INTEREST IN SELECTED MARKET INSURANCE GROUP LLC HELD BY SFT INVESTMENTS, LLC.**

This matter is before the Court on the Receiver's Unopposed Motion to Sell All Right, Title and Interest in a Forty Six Percent Equity Interest in Selected Market Insurance Group LLC held by SFT Investments, LLC. The Plaintiff and Defendants agree to the relief requested. The Court is of the opinion that the Receiver's Motion is well-taken and it is GRANTED.

IT IS HEREBY ORDERED that the Receiver's Unopposed Motion to Sell All Right, Title and Interest in a Forty Six Percent Equity Interest in Selected Market Insurance Group LLC held by SFT Investments, LLC. is GRANTED; it is further,


ORDERED that

- a. The Receiver is authorized to sell the Equity described in the purchase agreements or on substantially similar terms as set forth in the purchase agreements. The Receiver may execute the purchase agreements and any and all

documents contemplated or required by the purchase agreements on behalf of SFT and the other Receivership Entities.

- b. The purchase agreements, all of the terms and conditions thereof, and all of the transactions contemplated therein are approved in all respects. The failure specifically to include any particular provision of the purchase agreements in this Motion shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the purchase agreements be authorized and approved in their entirety.
- c. The transfer of the Equity by the Receiver to the purchaser shall be a legal, valid and effective transfer of the Equity. Upon consummation of the sale of the Equity by the Receiver, all of the Receiver's or any other person or entity's right, title and interest in and to, and possession of, the Equity shall be immediately vested in the purchaser free and clear of any and all liens, claims, interests and encumbrances, and all such liens, claims, interests and encumbrances, if any, are hereby released, terminated and extinguished. Such transfer shall constitute a legal, valid, binding and effective transfer of such Equity.
- d. The Receiver is authorized to discharge the loans made to SMIG and OIS in exchange for payment of \$300,000 and the transfer of the Equity.
- e. The terms and conditions of the Court's Order shall be effective immediately upon entry and the Receiver and the purchaser are authorized to close the sale of the Equity immediately upon entry of this Order.

SIGNED this 11<sup>th</sup> day of July, 2013.

  
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HON. KEITH P. ELLISON  
UNITED STATES DISTRICT JUDGE