

COMPOSITE EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

STANLEY J. KOWALEWSKI and
SJK INVESTMENT MANAGEMENT, LLC,

Defendants.

CIVIL ACTION NO.
1:11-cv-0056-TCB

**ORDER APPROVING RECEIVER'S MOTION FOR
APPROVAL OF PRIVATE SALE OF REAL PROPERTY**

On January 27, 2012, S. Gregory Hays, the Court-appointed Receiver for SJK Investment Management, LLC, the SJK Special Opportunities Fund, LP, and all of their assets filed a Motion for Approval of Sale of Real Property [ECF No. 161] requesting that the Court approve the Receiver's private sales of: (1) a parcel of real property and house located at 5802 Henson Farms Road, Summerfield, North Carolina 27358 (the "Henson Farms Property") and (2) a parcel of real property and house located at 5203 Southwind Road, Greensboro, North Carolina 27455 (the "Southwind Property") (collectively, the "Properties"). No objections were filed in response to the Receiver's Motion.

Having considered the Receiver's Motion and all exhibits in support thereof, as well as previous pleadings filed by the Receiver, the Court finds that the Properties are part of the Receiver Estate.

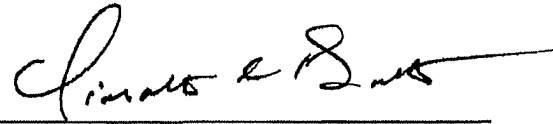
The Court further finds that the Receiver has complied with all requirements necessary for the sale of the Properties. Therefore, in accordance with 28 U.S.C. § 2001, the Receiver's Motion is hereby GRANTED. Accordingly,

IT IS HEREBY ORDERED that the Court approves the sale of the Henson Farms Property to Clinton R. Babcock and Jolinda J. Babcock for the purchase price of \$700,000, pursuant to the terms of the Purchase and Sale Agreement entered into between the Receiver and the Babcocks, effective January 19, 2009 (the "Henson Farms Agreement").

IT IS FURTHER ORDERED that the Court approves the sale of the Southwind Property to Cameron A. Cooke for the purchase price of \$165,000, pursuant to the terms of the Purchase and Sale Agreement entered into between the Receiver and Cooke, effective December 29, 2011, as amended by Agreement to Amend Contract dated January 23, 2012 (the "Southwind Agreement").

IT IS FURTHER ORDERED that the Receiver is authorized to immediately take all actions necessary to effectuate and close under the Henson Farms Agreement and Southwind Agreement.

SO ORDERED this 15th day of February, 2012.

A handwritten signature in black ink, appearing to read "Timothy C. Batten, Sr.", written over a horizontal line.

Timothy C. Batten, Sr., Judge
United States District Court for the
Northern District of Georgia
Atlanta Division

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

GLOBAL ONLINE DIRECT, INC.,
BRYANT E. BEHRMANN and
LARRY "BUCK" E. HUNTER,

Defendants.

Civil Action No. 1:07-CV-0767-WSD

ORDER ON MOTION FOR ORDER (i) AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES;; (ii) AUTHORIZING THE RECEIVER TO PAY CERTAIN LIENS AND CLAIMS FROM THE SALE OF THE REAL PROPERTY; (iii) RELIEVING THE RECEIVER FROM THE PROVISIONS OF 28 USC §§ 2001-2002; AND (iv) APPROVING THE REAL ESTATE BROKER'S COMMISSION

This Court, having reviewed the Receiver's motion for authorization to (i) sell certain real property free and clear of all liens, claims, interests and encumbrances; (ii) pay certain liens and claims from the sale of the real property; (iii) relieve the Receiver from the provisions of 28 USC §§ 2001-2002; and (iv) approve the real estate broker's commission, (the "Motion"), and good cause appearing therefore, orders as follows:

1. The Motion is granted in its entirety.
2. The Receiver is authorized to sell the receivership estate property located at 2711 Bearco Loop, La Grande, Oregon 97875 (the "Bearco Property").
3. The Receiver is authorized to sell the Bearco Property to the highest offer received for such Property. The Receiver sells such Bearco Property "AS IS," "WHERE IS," and "WITH ALL FAULTS", and the Receiver makes no representations or warranties in respect to the condition of this Property.
4. The Receiver is authorized to close the sale of the Bearco Property and record the grant deed necessary to deliver title to the subject Property to the buyer with the highest offer for the Property. The sale of the Bearco Property shall be free and clear of all liens, claims, and encumbrances, with such liens, claims and encumbrances attaching to the proceeds of each sale. The Receiver is authorized to pay the valid liens, taxes, and claims on the Property, subject to any objections to such liens, taxes, and claims by the Receiver.
5. The Court hereby relieves the Receiver from the provisions of 28 USC §§ 2001-2002.
6. The Receiver is authorized to compensate the real estate broker Mr. Roger Goodman of Century 21 Eagle Cap Realty, in accordance with the listing agreement at the applicable sales commission from the proceeds of sale of the Bearco Property, as set forth in the Motion and in the Receiver's Application to Employ Property Manager and Real Estate Broker, filed on August 20, 2007, which was approved by Court Order entered on October 30, 2007.

IT IS SO ORDERED.

Dated: _____

The Honorable William S. Duffey, Jr.
United States District Court Judge