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Phoenix, Arizona 85012
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Special Counsel for Debtors

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

MATHON FUND, L.L.C., et al,

Debtors.

Chapter 11 Proceedings
Case No: 05-27993 PHX GBN

(Jointly Administered with Case Nos.
05-27994 PHX-SSC and
05-27995 PHX- JMM)

THIS FILING APPLIES TO:

- ALL DEBTORS
- SPECIFIED DEBTORS

**MOTION TO AUTHORIZE SALE OF
PROPERTY PURSUANT TO 11 U.S.C. §363
(6816 EAST BROWN ROAD, MESA,
ARIZONA)**

W.F.S. - World Sports Fans, L.L.C, a debtor in the above-referenced Jointly Administered
Bankruptcy Cases (the "Debtor"), through counsel of record undersigned hereby requests that this
Court enter an Order, pursuant to 11 U.S.C. § 363, authorizing the Debtor to enter into the
agreement of sale (the "Agreement"), a copy of which is attached hereto as Exhibit "A", and
incorporated herein in its entirety by reference.

Simply put, the Debtors are no longer using the subject property, and the terms of the
proposed sale are fair and within the best interests of the Debtors' Estates. Consequently, this
Court should grant the motion in its entirety.

1 This Motion is based upon the following the Memorandum of Points and Authorities, the
2 Exhibits annexed hereto, and the entire record before this Court.

3 DATED this 12th day of April, 2006.

4 **JABURG & WILK, P.C.**

5 /s/ 006510

6 _____
7 Lawrence E. Wilk
8 Jonathan P. Ibsen
9 Special Counsel for Debtor

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. Relevant Procedural and Factual Background**

12 On or about April 1, 2005, the Arizona Corporation Commission caused to be filed, in the
13 Superior Court in and for the State of Arizona, a Verified Complaint in the above-captioned
14 matter against numerous individual defendants and entities, seeking the appointment of a
15 Receiver over the named Defendants.

16 On April 5, 2005, this Court issued its Order appointing James C. Sell Receiver for the
17 approximately 30 entities named in the Receivership complaint.

18 Subsequently, after notice and hearing, the Court on April 14, 2005 issued its Order
19 approving the Stipulation Regarding Order Appointing Conservator, in which the title of James C.
20 Sell was changed from Receiver to Conservator (hereinafter, the "Conservatorship Order"). The
21 rights and obligations of the Conservator remained identical to those of the Receiver.

22 Pursuant to an Order entered in the State Court proceeding on October 25, 2005, that
23 Court authorized the filing of bankruptcy for three Conservatorship Entities, Mathon Fund I,
24 LLC, Mathon Fund, LLC and W.S.F. -- World Sports Fans, LLC.

25 On November 13, 2005, the Debtors filed voluntary petitions under Chapter 11 of the
26 Bankruptcy Code.

27 On January 12, 2006, this Court entered an Order allowing for the Joint Administration of
28 the three bankruptcy estates referenced in paragraph 6, hereof.

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1 This Motion is filed in the Mathon Fund LLC Jointly Administered Case in accordance
2 with the Court's prior Joint Administration Order. The assets being sold are assets of the jointly
3 administered Debtors.

4 The subject real property and personal property are located at 6816 East Brown Road,
5 Mesa, Arizona (the "Property"). The Property consists of 6,500 +/- square feet, with assigned
6 covered parking. Formerly, it was operated as a corporate office. It is comprised of 13 standard
7 size offices and 2 additional large executive offices with wood floors, wood paneled walls and
8 ceilings, and both with private hidden bathrooms with steam showers and 42" flat panel
9 televisions, and the personal property listed in the Purchase Agreement.

10 The Property also has 1 large Conference room with Granite table and a 42" TV w/video
11 presentation hook-up. The Property additionally has a "Bull Pen" style secretarial set-up for eight
12 with granite tops and drawers, 2 sets of Men & Women restrooms, a separate server room for
13 central computer and phone system and 1 smaller conference room with table and chairs.

14 On or about April 10, 2006, the Debtor entered into an Agreement of Purchase and Sale
15 for the Property for a purchase price of \$1,482,000.00, subject to this Court's approval and
16 subject to a better competing bid.

17 The terms of the sale are set forth in detail in the Agreement annexed hereto as Exhibit
18 "A." Briefly, however, the material terms of the Agreement provide that the purchaser provide a
19 deposit of \$50,000.00. Additionally, the transaction must close no later than forty-five (45) days
20 after this Court approves the sale.

21 The Purchaser under the Agreement is Cascade Financial Services, LLC, located at 4115
22 East Valley Auto Drive, Suite 205, Mesa AZ 85206.

23 The Sale of the Property will be subject to any higher and better offer made by a potential
24 bidder, in open Court, at the auction of the Property (the "Auction").

25 Any bid on the Property at the Auction must comply with the Bid Procedures annexed
26 hereto as Exhibit "B."

27 The Bid Procedures require that a prospective bidder be pre-qualified by the Debtor by
28 providing evidence of financial ability to consummate the purchase of the property, by providing

1 financial data supporting such ability in such a manner to be received by Counsel for the Debtor
2 on or before 12:00 pm (Arizona Time) the day prior to the Auction.

3 Additionally, the Bid Procedures require a prospective bidder to transmit a deposit in the
4 amount of \$50,000.000. in Certified Funds, in such a manner as to be received by Counsel for the
5 Debtor on or before 12:00 pm (Arizona Time) the day prior to the Auction.

6 Any bids must be on the same terms of the Agreement, and must be made in \$25,000
7 increments.

8 Based upon the current condition of the Property, its appraised value, its location, and the
9 existing market for similar properties, the Debtor believes that the value set forth in the
10 Agreement of Sale represents a fair value for the Property.

11 Moreover, given the protections afforded by the Auction, the Debtor believes that it is in
12 the best interest of the Debtor's Estate to complete the sale.

13 **II. Legal Argument**

14 This Court should approve the Sale of the Property because it is in the best interests of the
15 Debtors' Estates, and such sale falls squarely within the requirements of the Bankruptcy Code.

16 This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334
17 by virtue of the Debtor's filing of a voluntary Chapter 11 petition. This matter constitutes a core
18 proceeding under to 28 U.S.C. § 157(b)(2).

19 Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor
20 continues to operate its business and remains in possession of its property as a debtor-in-
21 possession under 11 U.S.C. §§ 1107-1108.

22 11 U.S.C. 363, governing sales of a debtor's property, provides in relevant part that:

23 (b)(1) the Trustee, after noticing hearing, may use, sell or lease,
24 other than in the ordinary course of business, property of the Estate.

25 Although section 363 of the Bankruptcy Code does not set forth a standard for
26 determining when it is appropriate for a court to authorize the use, sale or lease of assets, courts
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have almost unanimously required that it merely need to be based upon the sound business judgment of the debtor. *In re Walter*, 83 B.R. 14,16 (9th Cir. BAP 1988); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830 (Bankr. C.D. CA 1991) (same).

Here, business judgment clearly favors allowing the Sale. Specifically, the Debtor has no need for further use of the Property. Moreover, the Debtor has concluded that, in the considered exercise of its business judgment, the sale of the Property on the terms set forth in the Agreement is in the best interests of the Debtors' Estates.

III. Conclusion

Accordingly, the Debtor requests that this Court approve the Sale pursuant to 11 U.S.C. § 363, subject to higher and better offers at the Auction.

DATED this 12th day of April, 2006.

JABURG & WILK, P.C.

/s/ 006510

Lawrence E. Wilk
Jonathan P. Ibsen
Special Counsel for Debtor

1 COPY of the foregoing mailed
2 this 12th day of April, 2006.

3 Michael W. Carmel 80 E. Columbus Ave. Phoenix, AZ 85012-4965 4 <i>Counsel for Debtor</i>	OFFICE OF THE U.S. TRUSTEE 230 N. 1 st Avenue, Suite 204 Phoenix, AZ 85003-1725 <i>U.S. Trustee</i>
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9 Robert A. Shull, Esq. MARISCAL, WEEKS, MCINTYRE & FRIEDLANDER, P.A. 10 2901 N. Central Avenue, Suite 200 Phoenix, AZ 85012-2705 11 <i>Attorney for Scott Johnson & Ross Farnsworth, Jr.</i>	Taylor Ashworth Alan A. Meda STINSON, MORRISON & HECKER, LLP 1850 N. Central Avenue, Suite 2100 Phoenix, Arizona 85004-4584 <i>Attorneys for the Official Creditor's Committee</i>
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15 Charles L. Firestein, P.C. CHARLES L. FIRESTEIN, P.C. 16 1300 E. Missouri Avenue, Suite D-200 Phoenix, AZ 85014	Scheer & Imfeld, LLP 100 Smith Ranch Road, Suite 306 San Rafael, CA 94903
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21 James C. Sell 2222 E. Camelback Road, #110 Phoenix, Arizona 85016 22 <i>Court Appointed Receiver</i>	

23 And the Twenty Largest Unsecured Creditors
24 attached hereto

25 */s/Janet Forster*
26 _____
27
28

Newman Family Trust
Jan Newman
245 E Hudson Lane
Elk Ridge, UT 84651

Randall Skidmore
1550 N. 40th Street, #3
Mesa, AZ 85205

4-Sight Integrated, LLC
Karl Hiatt
3418 E. Encanto
Mesa, AZ 85213

Alan Archibald Limited
Alan Archibald
334 E. St. George Blvd., # 301F
St. George, UT 84770

Asay II Wadsworth, LLC
John Wadsworth
333 West River Park Drive
Provo, UT 84604

Benimoto Funding
Ben & Christie Funk
4040 E. McLellan, #8
Mesa, AZ 85205

Eagles Pointe, LLC
David Robison
9100 Eagle Hills Drive
Las Vegas, NV 89134

Geiser Group, LLC
Alwynn Geiser
1845 E Grandview Street
Mesa, AZ 85203

Clair & Nancy Jenkins
6106 204th Drive NE
Redmond, WA 98052

King Henry, Inc
Kurt Taylor
3999 Ponderosa Way
Las Vegas, NV 89118

Ty D. Mattingly
22 West 620 South
Orem, UT 84058

Meta Funding
Mel Hawkins
12642 N. 113th Way
Scottsdale, AZ 85259

NM Land, LLC
Mitch NM Land, LLC
5664 S. Green Street
Salt Lake City, UT 84123

Pacific Friends, LLC
Don Jones
723 S. Casino Center Blvd. 2nd Fl.
Las Vegas, NV 89101

Greg Porter
1061 Lindley Ct.
Folsom, CA 95630

Dennis Reese
1760 West 1900 South
Salt Lake City, UT 84104

Secured Loan Fund, LLC
David Stayner
1522 Stayner Drive
Farmington, UT 84025

Sweating Bricks Investments, LLC
David Ruff
11232 N. 5600 West
Highland, UT 84003

John Wadsworth
333 West River Park Drive
Provo, UT 84604

R. Phil & Janet Zobrist Family Trust
R. Phil Zobrist
2870 Quartz Canyon Drive
Henderson, NV 89052

Ferrin Electric Co., Inc.
P.O. Box 2828
Mesa AZ 85214

Howard LI Drafting & Design
3949 N. Arboles Circle
Mesa AZ 85207

LANDAMERICA Account
Servicing Center
P.O. Box 52159
Phoenix AZ 85072

Pinal County Treasurer
P.O. Box 729
Florence AZ 85232

Exhibit "A"

**AGREEMENT OF PURCHASE AND SALE
WITH ESCROW INSTRUCTIONS**

between

W.S.F./WORLD SPORTS FANS, LLC,
an Arizona limited liability company

and

CASCADE FINANCIAL SERVICES, LLC,
an Arizona limited liability company

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**AGREEMENT OF PURCHASE AND SALE
WITH ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE WITH ESCROW INSTRUCTIONS ("Agreement") is entered into as of this ____ day of April, 2006, between, W.S.F./WORLD SPORTS FANS, LLC, an Arizona limited liability company ("Seller") and CASCADE FINANCIAL SERVICES, LLC, an Arizona limited liability company ("Buyer"), and constitutes (i) a contract of purchase and sale between the parties; and (ii) escrow instructions to Capital Title Agency, Inc., an Arizona corporation ("Escrow Agent"), the consent of which appears below.

RECITALS

A. Seller is the owner of certain real property, fixtures and office equipment more particularly described herein. The real property ("Real Property" as defined below) is described on Exhibit "A" attached hereto and incorporated by this reference. The fixtures and office equipment ("Assets") are listed generally on Exhibit "B" attached hereto and incorporated by this reference. The Real Property and the Assets shall be referred to collectively as the "Property" in this Agreement.

B. Seller and Buyer acknowledge that the Property is subject to the jurisdiction of the U.S. Bankruptcy Court under Case Number 05-27995-GBN and further, that the consent of the Court will be required to close the transaction contemplated herein.

C. Seller desires to sell and Buyer desires to purchase the Property, upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I - GENERAL INFORMATION

The following general information is used throughout this Agreement:

1. Escrow Agent/Title Company.

Capital Title Company, Inc.
Attn: Patty J. Marino
2901 East Camelback Road, First Floor
Phoenix, Arizona 85016
Telephone: (602) 954-7776
Facsimile: (602) 956-3305

2. Effective Date. _____, 2006, which is the date the Escrow Agent acknowledges receipt of a counterpart original of this Agreement executed by both Buyer and Seller (Escrow Agent is hereby authorized to fill in this date as appropriate).

3. Property. That approximate 6,500 square foot office building located at 6816 East Brown Road, Mesa, along with all permanent fixtures and all furniture, desks, chairs, paintings, and electronic equipment, each as more particularly described on Exhibits "A" and "B", respectively.

4. Purchase Price. The sum of One Million Four Hundred Eight-Two Thousand and 00/100 Dollars (\$1,482,000.00).

5. Consent Date. That date on which the Court consents to and approves by written order the transfer of the Property pursuant to the terms of the Agreement.

6. Earnest Money Deposit. The sum of Fifty Thousand Dollars (\$50,000.00) to be deposited with Escrow Agent within one (1) day after the Consent Date.

7. Due Diligence Period. Shall expire at 5:00 P.M., M.S.T., Twelve (12) days after the Effective Date.

8. Closing Date. No later than Forty-Five (45) days after the Consent Date; provided however, the Closing Date shall be extended by five (5) days to provide for any cure periods following written notification of any default or title amendment as set forth in this Agreement.

9. Notices, Seller: W.S.F/World Sports Fans, LLC
Attn: James C. Sell
2222 East Camelback Road, Ste. 110
Phoenix, Arizona 85016
Telephone: (602) 265-3597
Facsimile: (602) 265-3622

With a copy to: JABURG & WILK, P.C.
Attn: Lawrence E. Wilk
3200 North Central Avenue, Ste. 2000
Phoenix, Arizona 85012
Telephone: (602) 248-1008
Facsimile: (602) 248-0522

Notices, Buyer: Cascade Financial Services, L.L.C.
Attn: Cody Pearce or George Dover
4115 East Valley Auto Drive, Suite 205
Mesa, Arizona 85206
Telephone: (480) 539-5230
Facsimile: (480) 539-4915

SECTION II - DEFINITIONS

The terms defined in Section I above and this Section, whenever capitalized, shall have the meanings set forth, unless the context clearly indicates a different meaning.

1. “Closing or Close.” The consummation of the transactions contemplated by this Agreement, including the transfer of the Property to Buyer and receipt of the Purchase Price by Seller.
2. “Current Funds” Wire transfer of current federal funds or such other forms of immediately available funds as may be acceptable to Seller.
3. “Deed”. The Special Warranty Deed to be delivered to Buyer at Closing in the form attached hereto as Exhibit “C” and made a part hereof.
4. “Earnest Money”. The sum specified in Section I above to be paid by Buyer to Escrow Agent, together with all interest accrued thereon. The term “Earnest Money” shall include any “Additional Earnest Money”, if any, once paid into escrow by Buyer.
5. “Permitted Exceptions”. Those matters subject to which title to the Property shall be conveyed to Buyer in accordance with Section V hereof.
6. “Real Property”. The real property, described on attached Exhibit “A,” to be conveyed to Buyer as set forth in Section III below.
7. “Title Commitment”. A commitment for title insurance and/or preliminary title report to be issued to Buyer by the Escrow Agent in accordance with Section V hereof.
8. “Title Documents”. The documents listed in the Title Commitment as exceptions to title to the Property.

SECTION III - AGREEMENT OF PURCHASE AND SALE

1. Agreement to Sell and Buy. This Agreement constitutes a binding and specifically enforceable agreement by Seller to sell and Buyer to buy the Property upon the terms and conditions of this Agreement. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties. Any terms or conditions contained in other writings previously executed by the parties or any other prior or contemporaneous arrangements and understandings between the parties, are superseded hereby. No agreements, statements or promises about the subject matter hereof shall be binding or valid unless they are contained herein.

2. Real Property Included in Sale. Collectively, all of the following comprises the “Real Property”:

That real property more particularly described on Exhibit “A” attached hereto, together with (a) the improvements, including all fixtures now attached to the real property excluding fixtures owned by utility companies, if any; (b) all appurtenances, hereditaments, easements,

rights of way, reversions, remainders, and air rights; and (c) any other rights or privileges appurtenant to such real property.

SECTION IV - CONSIDERATION

The Purchase Price for the Property of One Million Four Hundred Eighty-Two Thousand and 00/100 Dollars (\$1,482,000.00) shall be payable as follows:

1. Earnest Money. Within one (1) business day after the Consent Date, and as a condition precedent to Seller's obligations under this Agreement, Buyer shall pay the \$50,000.00 Earnest Money to Escrow Agent in Current Funds. The Earnest Money, together with any accrued interest, will be applied to the Purchase Price at Closing. The Earnest Money will be held in an interest bearing account under Buyer's taxpayer identification number, to be supplied by Buyer to Escrow Agent. The party entitled to receive the Earnest Money shall also receive all interest accrued thereon. In the event of a default by either party the Earnest Money will be disbursed by Escrow Agent in accordance with the terms hereof. Buyer's failure to timely pay the Earnest Money makes this Agreement voidable at Seller's option. In the event Buyer has not terminated this Agreement prior to the expiration of the Due Diligence Period by providing written notification to Seller and Escrow Agent, the inspection of the Property shall be deemed satisfactory to Buyer, Escrow Agent is hereby instructed to release the Earnest Money to Seller and the Earnest Money shall be deemed non-refundable to Buyer and earned by Seller, except as otherwise provided in this Agreement. The parties acknowledge that, though unlikely, the Consent Date and Buyer's subsequent obligation to deposit the Earnest Money may occur *after* the Due Diligence Period has expired. In such case, provided Buyer has not terminated the Agreement as provided in herein, Escrow Agent is instructed to immediately release the Earnest Money to Seller upon receipt, whereby the Earnest Money shall be deemed non-refundable to Buyer and earned by Seller, except as otherwise provided in this Agreement.

2. Balance of Purchase Price. The balance of the Purchase Price, subject to adjustments and prorations as provided herein, shall be paid by Buyer to Seller in Current Funds at Closing.

SECTION V - DELIVERIES, INSPECTIONS AND WARRANTIES

1. Seller's Obligations. Seller has delivered or shall cause to be delivered to Buyer the following documents and reports:

a. Real Property Information. No later than five (5) days following the Effective Date, Seller shall cause delivery to Buyer of all plans, reports and studies and existing surveys (collectively, the "Real Property Information"), if any, for the Real Property in the actual possession of Seller.

2. Title Review. Within five (5) days following the Effective Date, Seller shall and hereby requests Escrow Agent to deliver to Buyer a current preliminary title report of the Real Property, leading to the issuance of an extended coverage owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer's interest in the Real Property, together with legible

copies of all instruments of record referred to in Schedule B thereof (the "Title Report"). Buyer may commission any surveys of the Real Property, including an ALTA survey of the Real Property, as Buyer deems necessary at Buyer's sole discretion; Buyer shall pay the costs of any and all such surveys. Seller shall pay all costs associated with a standard owners title insurance policy and Buyer shall pay all additional costs for issuance of any ALTA extended coverage owner's policy, any lender's policy or other endorsements or riders of title insurance requested by Buyer. Buyer shall have the Due Diligence Period to review and approve the matters set forth and depicted on any survey and Title Report. If Buyer fails to timely notify Seller and Escrow Agent of its material title and/or survey objections prior to 5:00 P.M., M.S.T., on the last day of the Due Diligence Period, Buyer shall be deemed to have waived any objections with respect to the Title Report and any survey, except as otherwise provided in this Agreement. Seller may, but shall not be obligated to, attempt to cure, prior to the Closing, the matter(s) objected to by Buyer. In the event Seller is unable or unwilling to cure any of Buyer's objections, then Seller shall notify Buyer and Escrow Agent of its unwillingness, or inability, to cure such objections, and then Buyer, within five (5) days following receipt of such notice, shall elect to either (i) waive the matters previously objected to by delivering written notice to Seller and Escrow Agent and thereafter close the transaction contemplated hereby in accordance with the terms hereof, taking title subject to all such matters waived by Buyer, or (ii) terminate this Agreement by written notice to Seller and Escrow Agent. If Seller attempts to cure the matters objected to by Buyer, but Seller is unable or unwilling to cure such matters to Buyer's satisfaction prior to the date which is five (5) days prior to the Closing Date (as defined above), Buyer may elect to either (i) waive the matters previously objected to by delivering written notice to Seller and Escrow Agent and thereafter close the transaction contemplated hereby in accordance with the terms hereof, taking title subject to all such matters waived by Buyer, or (ii) terminate this Agreement and the Escrow by written notice to Seller and Escrow Agent. If Buyer fails to timely notify Seller of Buyer's election to waive its objections and close this transaction or terminate this Agreement prior to 5:00 P.M., M.S.T., on the Closing Date, Buyer shall be deemed to have waived any objections with respect to the Title Report and any survey, except as otherwise provided in this Agreement. In the event that Buyer terminates this transaction, as provided in this section, then all Earnest Money, together with any accrued interest, shall be immediately returned to Buyer by Escrow Agent.

3. Inspections

a. During the Due Diligence Period, Buyer, at its sole expense, may inspect: (i) the Property subject to the terms and conditions herein, (ii) the Real Property Information to be provided by Seller, and (iii) conduct such further studies, tests and surveys Buyer deems advisable. If such inspection reveals any fact or condition unacceptable to Buyer, in Buyer's sole discretion, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent prior to the expiration of the Due Diligence Period, and the Earnest Money, including any accrued interest, shall be refunded to Buyer. Provided Buyer has not elected to terminate this Agreement as set forth above, the Earnest Money shall be deemed non-refundable to Buyer (whether or not the Earnest Money has actually been deposited with Escrow Agent) except as otherwise provided in this Agreement. Further, if Buyer does not give any such notification of unacceptable facts or conditions to Seller and Escrow Agent in writing prior to the expiration of the Due Diligence Period, the inspection of the Property shall be deemed satisfactory to Buyer, the Earnest Money shall be deemed non-refundable to Buyer and released to and earned by Seller except as otherwise provided in this Agreement.

b. If this Agreement is properly terminated by either party in accordance with its terms, then Buyer shall forward any reports, studies, surveys, appraisals and documents commissioned or paid for by Buyer relating to the Property to Seller. If Buyer is deemed to be in breach of this Agreement, Buyer shall be obligated to provide Seller with such information, an obligation which shall survive termination of this Agreement. Under no circumstances shall Buyer shall be required to divulge proprietary financial or proprietary marketing data or information regarding the Property.

c. Buyer shall be liable for all damage or injury to any person or property resulting from any such inspection, whether occasioned by the acts of Buyer or any of its employees, agents, representatives or contractors, and Buyer shall indemnify, defend and hold harmless Seller from any liability resulting therefrom. This indemnification by Buyer shall survive the Closing or any termination of this Agreement.

4. Contingency For Court Approval. The obligations of the parties to Close are expressly contingent upon obtaining the written approval of the Court in the form of an order authorizing the sale and transfer of the Property from Seller to Buyer pursuant to 11 U.S.C. §363 of the United States Bankruptcy Code (the "Consent Order") pursuant to the terms of the Agreement. Seller shall file a motion with the Court immediately following the Effective Date seeking the Consent Order from the Court. Buyer, at its sole cost and expense, shall fully cooperate with Seller and the Court to obtain the Consent Order. The Consent Date is that date on which the Court issues the Consent Order. If Seller is unable to obtain the Consent Order within sixty (60) days after the Effective Date, either party may terminate this Agreement.

5. "AS IS, WHERE IS" SALE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES THAT SELLER IS SELLING THE PROPERTY "AS IS, WHERE IS" AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, REGARDING ANY MATTER PERTAINING TO THE PROPERTY OR ITS USE INCLUDING: (I) THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF ANY OF THE PROPERTY; (II) ITS MERCHANTABILITY; (III) ITS FITNESS FOR A PARTICULAR PURPOSE; OR (IV) THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY ADJACENT PROPERTY OWNED BY SELLER. BUYER HAS HAD AMPLE OPPORTUNITY TO INSPECT THE PROPERTY AND HAS AGREED TO PURCHASE IT IN ITS CONDITION AT THE CLOSING. BUYER HAS NOT RELIED ON ANY MATTERS CONTAINED IN ANY SALES OR PROMOTIONAL MATERIALS FURNISHED BY SELLER OR ANY SELLER'S AGENT. BUYER UNDERSTANDS THAT ALL DOCUMENTS AND INFORMATION FURNISHED BY SELLER HAVE BEEN FURNISHED WITHOUT WARRANTY OR REPRESENTATION BY SELLER AND HAVE BEEN FURNISHED ON THE EXPRESS CONDITION THAT BUYER WILL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF SUCH DOCUMENTS AND INFORMATION. BUYER AGREES THAT IT WILL NOT ATTEMPT TO ASSERT ANY CLAIM OR LIABILITY AGAINST SELLER OR SELLER'S AGENTS FOR FURNISHING THE DOCUMENTS AND INFORMATION OR FOR ANY MATTER CONTAINED THEREIN. BUYER WAIVES AND RELEASES SELLER FROM ALL PRIVATE RIGHTS OF ACTION,

WHETHER SAID ACTION BE BROUGHT IN CONTRACT, TORT OR EQUITY, UNDER FEDERAL, STATE, LOCAL AND COMMON LAW, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, WHICH BUYER MAY HAVE AGAINST SELLER ARISING OUT OF THE PRESENCE OF HAZARDOUS WASTES AND SUBSTANCES ON THE PROPERTY ARISING AFTER CLOSING OR ARISING OUT OF THE PHYSICAL CONDITION, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF THE PROPERTY OR ANY ADJACENT PROPERTY ARISING AFTER THE CLOSING. BUYER FURTHER ASSUMES THE RISK OF ALL CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO THE CONDITION OF THE PROPERTY ARISING AFTER THE CLOSING, INCLUDING THE PRESENCE OF HAZARDOUS WASTES OR CONDITIONS WHICH MAY NOT BE REVEALED IN ANY ENVIRONMENTAL REPORT PROVIDED TO OR OBTAINED BY BUYER UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

6. Buyer's Warranties. Buyer, in order to induce Seller to enter into this Agreement and to sell the Property, hereby makes the following representations and warranties:

a. This Agreement has been duly authorized and executed by Buyer and constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms. The execution and performance of this Agreement by Buyer does not conflict with or constitute a default under any agreement, mortgage, lease or other instrument by which Buyer is or may be bound.

b. Buyer is acquiring the Property based upon Buyer's own independent investigation and business judgment, and acknowledges that, as an occupying commercial tenant of the Property for a material period of time, Buyer is the party at interest most familiar with the physical condition of the Property and its applicable uses.

c. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Buyer or pending against Buyer which would have any effect whatsoever on the transaction contemplated herein.

d. Buyer acknowledges that each and every representation and warranty contained herein shall be true and correct as of the execution of this Agreement and as of the Closing, and shall constitute a material part of the consideration hereunder.

7. Seller's Warranties. Seller, in order to induce Buyer to enter into this Agreement and to buy the Property, hereby makes the following representations and warranties, each of which shall expire ninety (90) days after the Close of Escrow and are subject to the obtaining the Consent Order:

a. Seller has requisite power and authority to consummate the transaction contemplated by this Agreement, including the undertaking of proper proceedings duly authorizing the execution and delivery of this Agreement.

b. Seller's execution and delivery of this Agreement will not violate or be in conflict with (i) any applicable provision of law, (ii) any order of any court or government agency having

jurisdiction over the Seller, or (iii) an agreement or instrument to which Seller is a party or which Seller is bound.

SECTION VI - CLOSING

1. Items to be Delivered at Closing.

a. By Seller. At or prior to Closing, Seller shall deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items:

i. The Deed, suitable for recording, conveying title to the Property to Buyer, subject to the Permitted Exceptions;

ii. Evidence of Seller's authority to consummate this transaction;

iii. Any reasonable and customary certificates and affidavits (including an Affidavit of Property Value) that may be required in the normal course by Escrow Agent; duly executed by Seller; and

iv. A Non foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code.

b. By Buyer. At or prior to Closing, Buyer shall deliver or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

i. The balance of the Purchase Price (exclusive of the Earnest Money held by Escrow Agent) all in Current Funds;

ii. Closing costs, credits and prorations that are the responsibility of Buyer;

iii. Evidence of Buyer's authority to consummate this transaction (as applicable); and

iv. Any customary certificates and affidavits (including an Affidavit of Property Value) that may be required in the normal course by Escrow Agent, in form and substance satisfactory to Escrow Agent, duly executed by Buyer.

c. Escrow Agent. Escrow Agent shall have delivered the Earnest Money and all interest accrued thereon to Seller, and prepared any and all documents necessary to close on the Property as directed by the parties.

2. Closing Costs. Seller and Buyer shall each pay their respective attorneys' fees (except as provided in Section VIII, subpart (12) of this Agreement). Seller shall pay any and all recording fees charged on all documents required to be recorded in connection with the conveyance of the Property to Buyer. Seller shall pay for a portion of the Title Policy, in the amount of standard owner's title coverage, and Buyer must pay for the cost of any extended coverage or special

endorsements to the Title Policy, and for any lender's policy. The escrow fees for the Escrow shall be paid one half (1/2) by Buyer and one half (1/2) by Seller. All other closing costs shall be divided between Buyer and Seller according to the custom prevailing in Maricopa County, Arizona.

3. Prorations.

a. All property taxes shall be prorated as of the Closing based upon the latest available information.

b. All assessments, including but not limited to those incurred for public roadways, utilities and improvement districts, currently recorded against the Property, shall be prorated as of the Closing based upon the latest available information.

4. Escrow Cancellation Charges. If Escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow cancellation charges, if any. If Escrow fails to close because of Buyer's default, Buyer shall be liable for all customary escrow cancellation charges, if any. If Escrow fails to close because Buyer exercises its rights to terminate this Agreement as provided in Section V, Seller and Buyer shall each be liable for one half of the customary cancellation charges, if any.

5. Transfer of Assets. The reference to and listing of the Assets in this Agreement shall constitute a bill of sale with respect to the transfer of the Assets from Seller to Buyer, wherein Seller assigns forever to Buyer all of Seller's right, title and interest in and to the Assets, without any representation or warranty whatsoever.

SECTION VII - DEFAULTS AND REMEDIES

If either Buyer or Seller considers the other party in default of their performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof, the party claiming default shall provide written notice to the alleged defaulting party specifying both the nature of the default and its acceptable resolution. Notwithstanding any other cure periods provided for in this Agreement, in the event the alleged default is not cured to the satisfaction of the party claiming said default within five (5) days after receipt of written notice, the party claiming default may elect to terminate this Agreement and proceed with the remedies set forth below in this Section VII of the Agreement. If either party refuses to consummate the purchase of the Property pursuant to this Agreement for any reason other than timely termination as described herein, then the other party, as its sole remedy, may terminate this Agreement by notifying the other party thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder. Escrow Agent shall deliver to Seller in the case of Buyer's refusal to consummate the purchase, as liquidated damages, the Earnest Money (if not previously released), and if Buyer fails to cause said amount to be disbursed upon any such default, Buyer shall be liable for all reasonable costs and attorneys' fees incurred by Seller to obtain the Earnest Money. If Seller refuses to close after Buyer's full compliance of all terms and provisions herein, including deposit of the full balance of the Purchase Price with Escrow Agent, Buyer may terminate this Agreement and recover the Earnest Money from

Escrow Agent or Seller. Buyer waives any and all consequential, expectancy or punitive damages and the right of specific performance against Seller.

SECTION VIII - MISCELLANEOUS PROVISIONS

1. Brokers/Commission. Seller and Buyer acknowledge and agree that there are no brokers or finder owed any commission pursuant to this Agreement or the transaction contemplated herein. Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding with respect to any third party brokers or finders alleged to be working on Buyer's behalf in connection with this Agreement or the transaction contemplated hereby.

2. Assignment.

a. Subject to obtaining the written approval of the Court and Seller, Buyer may, on or before the Closing, convey, nominate, transfer and assign to any partnership, corporation, trust or other entity or entities designated by Buyer (the "Assignee"), all of Buyer's right, title, and interest in, to, and under this Agreement, provided that the Buyer retains more than a Seventy-Five Percent (75%) ownership interest in the Assignee, the assignment is in writing, the Assignee expressly assumes in writing all of Buyer's obligations under this Agreement, the Buyer transfers all rights to the Earnest Money to the Assignee, and the Assignee is financially able to complete the purchase of the Property as contemplated in this Agreement. If Buyer assigns this Agreement in accordance with the preceding sentence, then from and after such assignment, (a) Buyer (as used in this Agreement) means the Assignee and (b) Buyer is released from any liability under this Agreement.

b. Buyer may not assign Buyer's rights under this Agreement to any unrelated third party entity without the Court's and Seller's prior written consent, which consent may be withheld in either's sole and absolute discretion. Buyer shall determine prior to the expiration of the Due Diligence Period the party or parties it desires to assign this Agreement, if any, and provide Seller with such financial and other information as may be requested by Seller as to the proposed assignee(s). If approved, such party or parties shall expressly assume by written instrument approved by Seller all of Buyer's obligations arising under this Agreement, and Buyer is released from any liability under this Agreement.

3. Condemnation.

a. Condemnation. In the event that all or any "substantial portion" (as defined below) of the Property shall be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, either Seller or Buyer may, at its option, terminate this Agreement by written notice thereof to the other party within ten (10) days after Seller notifies Buyer of the condemnation, in which event Buyer shall receive an immediate refund of the Earnest Money. In the event both Seller or Buyer fail to timely deliver written notice of termination as described above, they shall be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller shall deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property

from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Buyer Seller's rights to such proceeds and there shall be no reduction in the Purchase Price. If the taking does not involve a "substantial portion" of the Property, then Buyer shall be obligated to close the transaction contemplated herein according to the terms hereof, notwithstanding such taking, and Seller shall deliver to Buyer at Closing any and all awards or consideration attributable to such taking, and there shall be no reduction in the Purchase Price.

b. Substantial Portion Defined. For the purposes of this Section, a taking of or casualty loss to a "substantial portion" of the Property shall be deemed to include any taking or casualty loss which is equal to or greater than (a) 10% of the value of the Property as established by the Purchase Price or (b) 10% of the aggregate gross number of square feet contained in the buildings that are situated on the Land, or any taking of a portion of the Property which has a material adverse effect on Buyer's use of the remainder of the Property.

c. Risk of Loss. Subject to the foregoing provisions of this Section, risk of loss until Closing shall otherwise be borne by Seller Notices. Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other shall be in writing and the same shall be given and be deemed to have been delivered, served and given (a) if delivered in person or via courier, or (b) if mailed, (except where actual receipt is specified in this Agreement) two (2) days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address specified in Section I above. Any party may change its address for notices by notice theretofore given in accordance with this paragraph and shall be deemed effective only when actually received by the other party.

4. Entire Agreement.

. This Agreement and the Exhibits attached hereto constitute the entire agreement between Seller and Buyer, supersedes in full all prior agreements, written or oral, if any, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

5. Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

6. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

7. Time of Essence. Time is of the essence in each and every provision of this Agreement. Buyer and Seller hereby waive any so called "thirteen day notice" cancellation provision which may be contained in Escrow Agent's standard printed form escrow instructions.

8. Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

10. Applicable Law. This Agreement shall be construed under and in accordance with the internal laws of the State of Arizona without regard to principles of conflicts of laws.

11. Attorneys' Fees. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover and the court is specifically empowered to award reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to appellate, bankruptcy and post judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

12. Waiver of Jury Trial. The parties hereto waive their respective rights to trial by jury in any action or proceeding involving the Property or arising out of this Agreement.

13. Authority. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

14. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this

Agreement. Further, Seller and Buyer each agree to deliver to the Escrow Agent such affidavits and other documents as may reasonably be necessary or required to enable the Escrow Agent to issue the Title Policy as contemplated in this Agreement.

15. Subsequent Offers. Buyer and Seller acknowledge and agree that during the Due Diligence Period Seller shall have the right to: (i) continue to market the Property; (ii) entertain offers to purchase the Property from any subsequent buyer; (iii) enter into an agreement for sale of the Property to any subsequent buyer, provided however, Seller's obligation to sell the Property under any such agreement shall be expressly conditioned and contingent upon the termination of this prior Agreement; and (iv) any subsequent buyer having entered into such an agreement for sale with the Seller shall be permitted to conduct its reasonable inspection of the Property, including but not limited to, the economic feasibility of its development, the requirements of any governmental entity effecting the Property, and the review of any title issues, during the due diligence period specified therein. Any such subsequent offer that is accepted by Seller during the term of this Agreement shall be a "backup agreement", the rights of the buyer thereunder shall be secondary to the rights of Buyer under this Agreement, and Seller shall provide notice to Buyer prior to entering into any such "backup agreement".

16. Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like shall be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Arizona, the time therefor shall be extended to the next business day.

17. No Recording. Seller and Buyer agree that neither this Agreement, a copy of this Agreement nor any instrument describing or referring to this Agreement shall ever be filed of record in the public records of Maricopa County, and in the event this Agreement, a copy of this or any instrument describing or referring to this Agreement is so filed of record by Buyer or its agents, such act will be considered a default under this Agreement and Seller, at Seller's option, may terminate this Agreement and exercise any right and remedy available to Seller by statute, as well as any other rights or remedies of Seller under this Agreement for a default on the part of Buyer. In addition, Buyer hereby appoints Seller as Buyer's agent and attorney in fact with full power and authority to execute and record any and all documents deemed necessary by Seller to release, explain or terminate any such document wrongfully filed of record in the public records of Maricopa County. Such appointment is coupled with an interest and is irrevocable. This provision shall survive any termination of this Agreement.

18. Interpretation. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

19. No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Seller and Buyer hereto and no other party shall have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

20. Provisions to Survive Closing. Any and all of the provisions of this Agreement which require or provide for the performance or liability of either party hereto following the Closing shall survive the Closing and the delivery of the Deed to Buyer.

21. Escrow Agent. The parties acknowledge and agree that in the event of any dispute concerning the Earnest Money or the Additional Earnest Money, Escrow Agent shall have the right to interplead with the Superior Court in and for Maricopa County for all or any portion of the Earnest Money received by it pursuant to this Agreement. Escrow Agent shall have no liability with regard to any duty under this Agreement nor be responsible for loss of any monies held by it except in the event of negligence or willful and intentional misconduct on the part of Escrow Agent.

22. Offer Only. This instrument, until accepted by Buyer, shall be deemed an offer by Seller to sell the Property on the terms hereof. This offer may be withdrawn by Seller, in its sole and absolute discretion, at any time. If not previously withdrawn, this offer shall automatically be deemed withdrawn by Seller at 5:00 P.M., M.S.T. on April 14, 2006. Acceptance of this offer shall be deemed to occur at such time as a counterpart hereof, executed by Buyer, is received by Seller and Escrow Agent.

(Signatures appear on the following page)

DATED as of the Effective Date specified in Section I.

SELLER:

WORLD SPORTS FANS, L.L.C.,
an Arizona limited liability company

4/11/06
Date Signed by Seller

By: 
James C. Sell

Its: Conservator


BUYER:

CASCADE FINANCIAL SERVICES, L.L.C.,
an Arizona limited liability company

4/10/06
Date Signed by Buyer

By: 
Cody Pearce

Its: President

By: 
George Dover

Its: CEO

JOINDER OF ESCROW AGENT

Escrow Agent executes this Agreement for the sole purpose of acknowledging receipt of the Earnest Money, subject to clearance, and to agree to serve as Escrow Agent with respect to the Earnest Money and Closing in accordance with this Agreement.

Capital Title Agency

Date Signed by Escrow Agent

By: _____

Name: Patty J. Marino
Title:

SCHEDULE OF EXHIBITS

Exhibit "A" Legal Description of Property

Exhibit "B" Description of Assets

Exhibit "C" Special Warranty Deed

EXHIBIT "A"

Legal Description of Property

(Escrow Agent is authorized to insert legal description)

EXHIBIT "B"

EXHIBIT "C"

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, W.S.F./WORLD SPORTS FANS, LLC, an Arizona limited liability company, the GRANTOR herein, does hereby convey to the CASCADE FINANCIAL SERVICES, L.L.C. an Arizona limited liability company, the GRANTEE herein, all of Grantor's right, title and interest in and to the real property situated in Maricopa County, Arizona and legally described below:

[Insert Legal Description from Exhibit "A"]

Subject to all matters of record, all matters depicted on the recorded plat, and all matters that would be identified by an accurate survey of the property and rights affecting such property.

And the Grantors bind themselves and their successors to warrant the title as to the interests of Grantors only herein transferred and assigned to Grantee, as against Grantor's acts and none other, subject to the matters above set forth.

DATED, this ____ day of _____, 2006.

GRANTOR

STATE OF ARIZONA)
) ss
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, a Notary Public, by _____ on this the ____ day of _____, 2006.

Notary Public

My Commission Expires:

EXHIBIT "B"
BID PROCEDURES

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1) To bid at the Auction, any potential Bidder must first be pre-qualified by the Debtors by providing evidence of financial ability to consummate the purchase of the property, by providing financial data supporting such ability in such a manner so as to be received by to Debtors' Counsel, Lawrence E. Wilk, Esq., no later than 12:00 pm (Arizona Time) on the day before the Auction at:

Jaburg & Wilk
3200 North Central Avenue, Suite 2000
Phoenix, AZ 85012

3) To Bid at the Auction, any potential Bidder must also provide a deposit of \$50,000.00 in Certified Funds, in such a manner so as to be received by to Debtors' Counsel, Lawrence E. Wilk, Esq., no later than 12:00 pm (Arizona Time) on the day before the Auction, at the address set forth in paragraph 2, above;

4) Any Bid must be made upon the same or better terms (as determined by the court) as those set forth in the contract for sale of the Property (the "Agreement") annexed as Exhibit "A" to Debtors' Motion to sell the Property pursuant to 11 U.S.C. §363;

5) Bids will be made in the amounts of \$25,000.00, consequently bidding will start at \$1,507,000.00.