

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: December 07, 2010



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A handwritten signature in black ink that reads "Randolph J. Haines".

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

Attorneys for ML Manager LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re
MORTGAGES LTD.,
Debtor.

Chapter 11
Case No. 2:08-bk-07465-RJH

**ORDER APPROVING MOTION TO SELL
REAL PROPERTY FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS**

**Real Property located in Phoenix, Arizona
consisting of approximately 2.89 acres located at
southeast corner of 3rd Street and Roosevelt**

**Hearing Date: December 6, 2010
Hearing Time: 10:00 a.m.**

16 ML Manager LLC ("ML Manager") filed a Motion ("Motion") (Docket No. 2994)
17 requesting that the Court enter an order authorizing ML Manager as the manager for RG I
18 Loan LLC and RG II Loan LLC and the agent for certain non-transferring pass-through
19 investors, to sell the property located in Phoenix, Arizona at the southeast corner of 3rd
20 Street and Roosevelt which is more specifically described in the Sale Agreement (the
21 "Property") for the price and on the terms set forth in the Agreement of Sale and Purchase
22 and Escrow Instructions ("Sale Agreement") which was attached to the Motion. Among
23 other things, the Sale Agreement provides for the sale of the Property for approximately
24 \$3,085,138 to Concord Eastridge, Inc. ("Purchaser"). A notice to creditors, interested
25 parties and the non-transferring pass-through investors of the Motion and the hearing date
26

1 was served. An Objection (Docket No. 3003) was filed by 4 alleged successors in interest
2 to 4 members of the Rev Op Group Investors (the "Objection"). No other party filed a
3 response or objection. The hearing was held on the Motion on December 6, 2010 at 10:00
4 a.m. in Phoenix and the Court at the conclusion of the hearing made findings of fact and
5 conclusions of law on the record.

6 Upon consideration of the Motion and statements and arguments of counsel at the
7 hearing; it appears to the Court and the Court finds that:

8 (a) This Court has jurisdiction over the issues presented in the Motion, and the
9 Motion and the Court's hearing thereon were duly and properly noticed;

10 (b) The purchase price offered constitutes fair consideration for the Property;

11 (c) The Purchaser is a good faith purchaser;

12 (d) The investors in RG I Loan LLC and RG II Loan LLC and the applicable
13 MP Funds have agreed by the applicable dollar vote to the sale terms;

14 (e) The ML Manager LLC is authorized to enter into the Sale Agreement, to
15 sell the Property pursuant to the terms of the Sale Agreement, to proceed with this sale
16 and to execute all necessary documents to implement the sale;

17 (f) The liens, claims, encumbrances and interests shall attach to the proceeds of
18 the sale as set forth in this Order and the Property shall be transferred free and clear of all
19 liens, claims, encumbrances and interests of any kind;

20 (g) The decision to sell and enter into the Sale Agreement is supported by the
21 best exercise of business judgment of ML Manager and is consistent with ML Manager's
22 fiduciary duties and responsibilities.

23 IT IS THEREFORE ORDERED THAT:

24 (1) The Motion is granted and approved as set forth in this Order and the
25 Objection is overruled.

26 (2) ML Manager, as the Manager of RG I Loan LLC and RG II Loan LLC and

1 as Agent for the pass-through investors, including the alleged successors in interest to the
2 Rev Op Group Investors, has authority and is directed to enter into the Sale Agreement, to
3 consummate the sale, to sell the Property pursuant to the terms of the Sale Agreement, and
4 to execute any and all documents needed to consummate the sale.

5 (3) The sale and transfer of the Property to the Purchaser shall be free and clear
6 of all liens, claims, encumbrances and interests of any kind with such liens claims,
7 encumbrances and interests to attach to the proceeds as set forth in this Order.

8 (4) ML Manager is authorized to pay out of the sale proceeds all costs of sale,
9 including real property taxes, assessments, broker's fees, title insurance or other closing
10 costs and to pay out of the RG I Loan LLC and RG II Loan LLC proceeds any liens or
11 encumbrances on the Property owed to the current exit lender pursuant to the Loan
12 Agreement, and to create and use any Permitted Reserves pursuant to the Loan
13 Agreement.

14 (7) The Purchaser is a good faith purchaser for fair consideration of the
15 Property.

16 (8) The net sale proceeds attributable to the ownership percentage for the RG I
17 Loan LLC and RG II Loan LLC shall be transferred at closing to the ML Manager as the
18 Manager for the RG I Loan LLC and RG II Loan LLC and used and distributed pursuant
19 its agreements, the Interborrower Agreement and the Confirmation Order. The net sale
20 proceeds attributable to the ownership percentage for the non-transferring pass-through
21 investors, including the Rev Op Group Investors, shall be transferred to ML Manager as
22 their Agent and shall be used and distributed pursuant to this Order, the applicable agency
23 agreements and the Confirmation Order.

24 (9) Pursuant to Section 1146(a) of the Bankruptcy Code and Section 10.5 of the
25 confirmed Plan of Reorganization, any and all mortgage recording tax, stamp tax, real
26 estate transfer tax, speculative builder, transaction privilege or other similar tax imposed

1 by federal, state or local law are hereby waived.

2 DATED AND ORDERED AS STATED ABOVE.

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