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U. S. COURTS

JAN 23 1997

REC'D FILED
CAMERON S. BURKE
CLERK

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In re:) Chapter 11
Sawtooth Enterprises, Inc.) Case No. 96-3050
Debtor.) **ORDER PERMITTING EMPLOYMENT
OF REALTOR**

This matter having come before the Court on the application of the Debtor and Arthur Berry to employ Arthur Berry & Co. as a realtor in this proceeding to market and sell the real property commonly referred to as the "The Buckin' Bagel" which is located in Ada and Blaine Counties, State of Idaho. The Application was filed in this proceeding on December 19, 1996. As described in the Affidavit of Realtor the commission to be paid shall be a maximum of 10% of the sales price obtained by the Realtor in this proceeding if a sale of the real property is obtained through the efforts of Arthur Berry & Co. There are certain buyers who are excluded from the listing which is attached hereto as Exhibit "A".

IT IS HEREBY ORDERED that the Debtor is authorized to employ Arthur Berry & Co. to market and sell its real property subject to the terms specified herein.

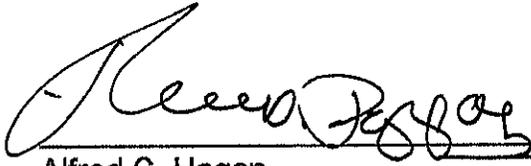
IT IS FURTHER ORDERED that no compensation shall be paid to Arthur Berry & Co. unless and until a sale closes and until application is made to this Court and approval

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by the Court after the opportunity to be heard.

This Order is effective on the date the Application was filed on December 19, 1996.

DATED this 23rd day of January, 1997.



Alfred C. Hagan
Bankruptcy Judge

c.c. MEIER
1/23/97
H

BUSINESS LISTING: Buckley Bagel

PROPERTY ADDRESS: 8700 Fairview, 90% Man's Base, 3559 Wright St. Boise

200 1st Ave Volchov

(Owner) provides COMMERCIAL VENTURES, INC., (d/b/a Arthur Berry & Company) hereinafter referred to as (Broker) the sole and exclusive right to sell, lease, option, exchange, procure management or other transaction which causes an effective change in ownership (hereinafter referred to as Disposition) of the above property/business, assets or part thereof, (hereinafter referred to as Business), for a period of ~~35~~ 30 days from this date, Nov 25/96 to Dec 24 96

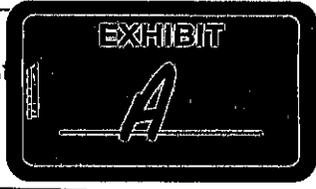
The minimum acceptable purchase price shall be \$ Acceptable To Owner, payable with a down payment of \$ OPEN, balance payable at OPEN % interest payable over _____ months, or whatever lower price owner may accept. This listing price is based upon current inventory of \$ All on hand at closing at cost, collectable receivables of \$ 0, a physical counting of these inventory and receivable levels shall occur at closing. Any variance in these stated levels shall automatically adjust this purchase price up or down on a dollar for dollar basis at closing. In the event of a stock sale, the purchase price shall be deemed to be the fair market value of assets sold, defined as purchase price plus corporate liabilities. Owner agrees to pay broker a commission the higher of ten percent (10%) of the gross asset sale price or a minimum commission of \$ 2000, cash at closing, regardless of the amount, terms and conditions accepted by the Owner upon any disposition of the business during the period of this agreement or through the efforts of broker as noted below. If the real estate is leased or subleased a commission of seven percent (7%) of the total rents shall be paid. All commissions are payable in full at closing or upon tender of closing by a purchaser who satisfies the above terms.

OWNER UNDERSTANDS THAT AS A SOLE AND EXCLUSIVE LISTING THE ABOVE COMMISSION SHALL BE PAID TO BROKER UPON ANY DISPOSITION OF THE BUSINESS OR PROPERTY DURING THE LISTING PERIOD, OR AS NOTED BELOW, WHETHER MADE BY BROKER OR ANYONE ELSE. Owner agrees to indemnify Broker for any loss he may suffer for false information provided by owner. Attorney fees shall be payable if Broker successfully prevails in an action to collect any commission. Owner agrees that after the listing period ends the commission shall be paid to Broker if a disposition of the business occurs to any person with whom negotiations occurred during the listing period or who was referred to the business through the efforts of the broker.

COMMERCIAL VENTURES, INC.
d/b/a Arthur Berry & Company

Rick Horner Trustee by Boise
BY: OWNER (an individual and Corp. Officer if Corporation) and
ACTING w/ Post Bankruptcy Authority

Total Asset Value _____ Net Profit _____ Owner Salary, Perks & Interest _____



Owner's Name (printed): Rick Horner Treasurer
Arthur Berry & Company Office

Owner's Mailing Address (printed): 3559 Wright St. Boise ID 83705
Post Bankruptcy Filing Authority

* Commission Discounted to 7% if sold to friend
Products of Solution, they are ON Back

Mike Harrington.

Shawn Leonard.

Scott Reed

Joanne Levy

Gary Farnsworth

Tim Wells.

Roger Henderson

Allen Pesky

Mike McGrath

Joe Stegner

Jamie Colburn