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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

In re: ) Chapter 11  
Sawtooth Enterprises, Inc.. ) Case No. 96-3050  
Debtor ) **APPLICATION TO EMPLOY**  
 ) **PROFESSIONAL PERSON**  
 ) **ARTHUR BERRY & CO.**

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The Application of the Debtor respectfully represents:

1. On the 27th day of November, 1996, the Debtor herein filed its Petition under the provisions of Chapter 11 of the Bankruptcy Code with this court.

2. The Debtor is serving as debtor-in-possession and requires the expertise of a Real Estate Agent to market and sell business property located in four locations in Boise and Ketchum Idaho. The three locations in Boise are at 8700 Fairview, 908 Main Street, and 3559 Wright Street. These locations and the 200 First Ave, Ketchum, Idaho location are leased from third party lenders. The Debtor would be selling its interest in the leases and in the leasehold improvements.

3. Debtor feels that it is in the best interests of Debtor and creditors that Arthur Berry & Company be employed to assist it in marketing and selling the properties. The

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agreement also contains some exclusions as are contained in the affidavit of Mr. Berry filed with this application.

4. Debtor has made careful inquiry into the qualifications and experience of Arthur Berry & Company and is advised that it is qualified to represent Debtor in these proceedings by reason of its professional experience.

5. Applicant has engaged the services of said Realtor and will need the services of Arthur Berry & Company for the debtor-in-possession subject to the approval of this Court for the following reasons:

a) to market and sell the business equipment and leasehold improvements located in the four leaseholds.

b) to prepare on behalf of Debtor necessary closing papers and other papers as may be required;

c) to perform all other services for Debtor and/or debtor-in-possession, the exact nature of which are not known at this time.

6. To the best of Debtor's knowledge, the only connection that Arthur Berry & Company has with the debtor is that it has a listing Agreement with Debtor, but it has no connection with the creditors, or any other party in interest, or their respective attorneys, except as disclosed in the affidavit of Arthur Berry.

7. Arthur Berry & Company represents no interest adverse to Debtor or the estate in the matters upon which they are to be engaged for Debtor as debtor-in-possession, and their employment would be to the best interests of this estate.

8. Arthur Berry & Company's commissions would be in the amount of ten percent of the gross asset sale price as set out in the affidavit submitted with this

application, except as to those buyers which are excluded by the listing agreement.

9. Debtor request that this application be effective as of the date the Petition was filed as the Realtor has continued to market the property as set forth in his affidavit.

WHEREFORE, your applicant prays that it be authorized to employ and appoint the said Commercial Ventures, Inc. dba Arthur Berry & Company to assist it as debtor-in-possession in this proceeding under Chapter 11 said Code, and that it have such other and further relief as is just.

DATED this 19 day of December, 1996.

Sawtooth Enterprises, Inc.

dba The Buckin' Bagel

BY   
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Rick Haener, Secretary