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Attorneys for the Receiver

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR MARICOPA COUNTY

ARIZONA CORPORATION
COMMISSION,

Plaintiff,

v.

DENSCO INVESTMENT
CORPORATION, an Arizona
corporation,

Defendant.

Cause No. CV2016-014142

NOTICE OF HIGHER OFFER FOR
RAINTREE PROPERTY

RE: PETITION NO. 39

Hearing: Wed. Nov. 6, 2017
9:00 AM

(Assigned to the Honorable Teresa
Sanders)

The Receiver hereby notifies the Court and the interested parties that the Receiver has received a higher offer for the purchase of the property located at 9555 East Raintree Drive, #1004, Scottsdale, Arizona ("Property"). A true and correct copy of that higher offer is attached hereto as Exhibit "A" and is referred to hereafter as the "Competing Offer."

The Receiver previously entered into a sale agreement for the sale of the Property to GA3BD Design, LLC for \$173,000 ("Agreement"). The Agreement is conditioned on the

1 approval of this Court. The Receiver filed *Petition No. 39* seeking a court order approving
2 the Agreement. A hearing to consider *Petition No. 39* is set for November 6, 2017 at 9:00
3 A.M.

4 On October 23, 2017, this Receiver received the attached Competing Offer from
5 Coralee Thompson, in which she offers to purchase the Property on terms substantially the
6 same as in the Agreement, except that the Competing Offer provides of the payment of a
7 higher purchase price of \$180,000. The Receiver anticipates that both the original buyer
8 under the Agreement and Coralee Thompson will be present at the hearing on November 6,
9 2017.

10 Respectfully submitted this 30th day of October, 2017.

11 GUTTILLA MURPHY ANDERSON, P.C.

12 /s/ Patrick M. Murphy
13 Patrick M. Murphy
14 Attorneys for the Receiver

15 Proof of Service

16 Copies of this Notice were served on the 30th day of October, 2017, by email on each
17 person with an email address shown on the attached Master Service List to such person at that
18 email address, and to all other persons on the attached Master Service List by first class mail
19 addressed to the name and address that appears on the Master Service List, and by regular
20 mail to each of the following interested persons at the address indicated below:
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Coralee Thompson
23233 N. Pima Rd. Unit 113-240
Scottsdale, AZ 85255

GA3BD Design, LLC
6014 N. 81st Place
Scottsdale, AZ 85250

/s/ Patrick M. Murphy
Patrick M. Murphy
Attorneys for the Receiver

2359-001(302772)

Offer to Purchase Real Property

This is an Offer by the Buyer to purchase the Property described herein ("Buyer's Offer") and supersedes and replaces the offer contained in that Purchase Contract dated October 17, 2017. The Buyer's Offer shall remain open and in effect until 5:00 PM November 6, 2017, or until such time as the Receivership Court approves the sale of the Property to the Buyer or to another party, whichever comes first.

1. Property. The real property which is the subject of this Offer is located at 9555 E. Raintree Dr. # 1004 Scottsdale, AZ 85260, parcel number 217-75-004. ("Property").

2. Seller. The Seller is Peter S. Davis, in his capacity as the Receiver appointed by the Arizona Superior Court for Maricopa County in the action entitled Arizona Corporation Commission v. Densco Investment Corporation, Cause No.CV2016-014142 ("Receivership Court"). The Taxpayer Identification Number for the Seller is 81-6732814.

3. Buyer. The Buyer is Coralee Thompson.

4. Purchase Price. The Purchase Price which Buyer agrees to pay for the Property is \$180,000.00. The Purchase Price shall not be adjusted by any overage or shortage in area of the Property. The Purchase Price shall be paid as follows:

(a) Buyer has delivered to the Receiver a cashier's check in the amount of \$10,000.00 as the Buyer's cash earnest money deposit (the "Earnest Money") which shall become non-refundable, except as otherwise provided in Paragraphs 9, 10 and 11 below. If the Buyer's Offer is not withdrawn or terminated as provided in this Addendum the Earnest Money shall be retained by the Seller and, if the sale of the Property to the Buyer is approved by the Receivership Court and closes, the Earnest Money shall be credited towards the Sales Price; and

(b) An additional \$170,000.00 in cash paid by Buyer on or before the Close of Escrow.

5. Deed. At the Close of Escrow, Seller shall convey title to the Property to Buyer by Receiver's Deed (the "Deed"), subject to taxes and assessments not delinquent, reservations in patents, all easements, rights-of-way, covenants, conditions, restrictions, declarations, all matters that an accurate survey or a physical inspection of the Property would disclose and all matters to which Buyer has agreed.

6. Disbursements. Upon the Close of Escrow, the full amount of the Purchase Price, less any closing costs which the Seller has expressly agreed in writing to pay, shall be disbursed to Seller.

7. Property Sold "As Is." The Property is being sold "AS IS" and the Seller is not providing any warranties. Buyer expressly acknowledges that there may be present on the Property asbestos in friable form, aluminum wiring, mold, or other conditions that might affect the Buyers decision to purchase the Property. Buyer further acknowledges that Buyer has not relied on any warranties, promises, projections, calculations, understandings or representations, express or implied, of Seller or of any agent or representative of Seller, relating to the Property,

Buyer's Initials CT

Exhibit "A"

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and, Buyer is acquiring the Property in its present condition and state of repair, "AS IS", with all defects, latent or apparent. Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall make an independent verification of the accuracy (including without limitation calculations) of such information, all such information being furnished without any warranty or liability whatsoever. The Seller has acquired possession of the Property pursuant to Court order and has not occupied the Property and therefore Seller cannot and will not provide any seller disclosure statements.

8. Additional Terms. The Buyer's offer is not conditioned upon an inspection or other event, except approval of the Receivership Court as provided herein.

9. Receivership Court. The Buyer understands and acknowledges that the Seller was duly appointed the Receiver of the Property by the Receivership Court; that the Property and this transaction is under the jurisdiction of the Receivership Court; and that the Buyer has received, read, and understands the order of the Receivership Court appointing the Receiver, and Order Re: Petition No. 2 Governing the Administration of the Receivership. The Buyer further understands and acknowledges that she has received, read, and understands the Receiver's Petition No. 39, Petition To Confirm Sale of Real Property Located at 9555 East Raintree Drive, #1004, Scottsdale, Arizona, in which the Receiver seeks the approval of the sale of the Property to GA3BD Design LLC for the sale price of \$173,000.00. The Buyer further understands and acknowledges that the Receivership Court could decide to approve the sale of the Property to GA3BD Design LLC for the sale price set forth in Petition No. 39, or allow GA3BD Design LLC to match the offer set forth herein or that the Receivership Court could offer the Property to the highest bidder.

10. Cancellation. In the event the Receivership Court does not approve the offer set forth herein this offer shall be deemed withdrawn unless the Buyer agrees and the Court approves the Buyer as a backup offer to the sale approved by the Court.

11. Inspection. Buyer has completed all due diligence the Buyer believes is necessary and approves of the condition of the Property and understands and acknowledges that the Buyer shall have no inspection period or rights to cancel any sale of the Property approved by the Receivership Court other than as expressly authorized herein or by order of the Receivership Court.

12. Insurance. This sale is contingent upon the Buyer's ability to obtain a commitment for the issuance of an owner's title insurance pertaining to the Property which the Buyer shall obtain at her own expense. If the Buyer is unable to obtain such a commitment of title insurance the Buyer may upon providing satisfactory proof of such inability to the Receiver withdraw this offer, provided such proof and written election to withdraw this offer is delivered to the Receiver's broker on or before 5:00 P.M. MST on November 3, 2017.

13. Possession. Possession of the Property shall be delivered to Buyer at Close of Escrow.

14. Release and Indemnity. Seller is hereby released from all responsibility and liability regarding the condition (including, without limitation, the presence of asbestos or environmental hazards or substances) or valuation or utility of the Property. Buyer agrees that Buyer will not attempt to assert any claims of liability against Seller for furnishing such

Buyer's Initials

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information, nor shall Buyer assert any claims of liability against Seller for the existence of or damages arising out of the existence of asbestos, and Buyer agrees to indemnify and hold Seller free and harmless for, from and against any and all such claims of liability. Buyer agrees to indemnify Seller and hold Seller harmless for, from and against all claims, damages, costs and expenses (including attorneys' fees) attributable, directly or indirectly, to Buyer's inspection of the Property or to the breach by Buyer of any obligation hereunder or the inaccuracy of any representation or warranty made by Buyer or in any instrument delivered pursuant hereto or in connection with the transactions contemplated hereby. This indemnity shall survive the Closing.

15. Assignment and Nomination. Buyer may not assign or otherwise transfer Buyer's rights under this Offer or any agreement arising thereunder without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

16. No Liability. Buyer agrees that no receivers, directors, officers, employees or agents of Seller have any personal obligation hereunder, and that such party shall not seek to assert any claim or enforce any rights against such receivers, directors, officers, employees or agents.

17. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Offer.

18. Exclusive Jurisdiction of the Receivership Court. The Receivership Court shall have exclusive jurisdiction to resolve any dispute arising under this Offer or the obligations arising thereunder.

19. Close of Escrow. The sale shall close within ten (10) days of the approval of a sale of the Property to the Buyer as provided in Paragraph 9.

20. Commission. The Buyer is represented by Naser Ahmad of NOMA Group, Inc. and understands, acknowledges and agrees that no agent of the Buyer shall be entitled to receive any part of the real estate commission that may be payable by Seller upon the sale of this Property.

Dated: 10/20/17

Coralee Thompson
Coralee Thompson

2359-004.01 (302271)

Buyer's Initials ax

Exhibit "A"

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MASTER SERVICE LIST

Arizona Corporation Commission v. DenSco Investment Corporation
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

CV2016-014142

(Revised August 8, 2017)

The Honorable Teresa Sanders
Maricopa County Superior Court
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101 West Jefferson, Room 811
Phoenix, Arizona 85003

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