

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

DJT PROPERTIES, LLC,

Debtor.

Bky No. 04-34649

Chapter 11

**NOTICE OF HEARING AND MOTION FOR EXPEDITED RELIEF
AND FOR ORDER APPROVING APPLICATION TO EMPLOY
SELLING AGENT**

TO: The entities specified in Local Rule 9013-3

1. DJT Properties, LLC (“Debtor”), through its undersigned attorneys, moves the court for the relief requested below and gives notice of hearing.

2. The court will hold a hearing on this motion at 1:00 p.m. on September 1, 2004, before the Honorable Gregory F. Kishel, Courtroom 228B, Warren E. Burger Federal Building, 316 North Robert Street, St. Paul, Minnesota 55101.

3. Any response to this motion must be filed and served prior to hearing. **Unless a response opposing the motion is timely filed, the Court may grant the motion without a hearing.**

4. This court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The Petition commencing this chapter 11 case was filed on August 9, 2004 (“Filing Date”). The case is now pending in this court.

5. This motion arises under 11 U.S.C. §§ 327 and 328 and Bankruptcy Rule 2014. This motion is filed under Bankruptcy Rules 9013 and 9014 and Local Rule 9013. Debtor seeks relief with respect to approval of an application to retain a selling agent.

BUSINESS OF DEBTOR

6. The Debtor was formed in 1998. Debtor has continued in management and possession of its business as debtor-in-possession under 11 U.S.C. §§ 1107 and 1108. The Debtor operates a gas station, convenience store and car wash in Lino Lakes, Minnesota.

7. Debtor desires to employ Insolvency Strategies, Inc. (“ISI”) as a selling agent to assist Debtor in the sale of the business or assets of the Debtor, all as set forth in the Debtor’s Application to Employ Selling Agent and the attached ISI Engagement Agreement (“Application”). A true and correct copy of the Application is attached hereto as **Exhibit A** and incorporated herein. The Application was filed with the Office of the United States Trustee on August 26, 2004 and ISI has commenced work under the Application.

EXPEDITED RELIEF

8. There is cause to approve the Application on an expedited basis. Debtor has an immediate need to solicit buyers for the business or assets of the Debtor. Due to Debtor’s business and current financing limitations it is imperative the solicitation process proceed immediately. ISI continues to perform services for Debtor but has no obligation to do so until the Application is approved.

9. Debtor may offer the testimony of Joan D. Tschida, President of the Debtor and C. Wayne Basore, the President of ISI, if such is necessary in connection with this motion.

WHEREFORE, Debtor moves the Court for an order authorizing it to employ ISI as its selling agent according to the terms of the Application.

Dated: August 26, 2004

RAVICH MEYER KIRKMAN
McGRATH & NAUMAN,
A PROFESSIONAL ASSOCIATION

By /e/ Michael F. McGrath #168610
Michael L. Meyer #72527
Will R. Tansey #323056

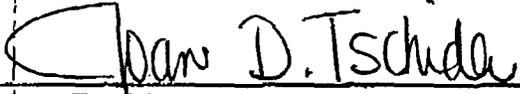
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

VERIFICATION

I, Joan D. Tschida, the President of Debtor, declare under penalty of perjury that the facts set forth in the foregoing Notice of Hearing and Motion for Expedited Relief and for Order Approving Application to Employ Selling Agent, are true and correct according to the best of my knowledge, information and belief.

Executed on: August 26, 2004



Joan D. Tschida

F:\Troy\WPDATA\12141\Motion\BASORE.MOT.sp4

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

DJT PROPERTIES, LLC,

Debtor.

Bky. No. 04-34649

Chapter 11

**APPLICATION BY DEBTOR IN POSSESSION FOR AUTHORITY
TO EMPLOY SELLING AGENT**

DJT Properties, LLC (“Applicant”), respectfully represents:

1. Applicant remains in possession of its assets and continues to operate its business as a debtor in possession pursuant to 11 U.S.C. §§ 1107 and 1108.
2. Applicant is in the process of developing a disclosure statement and plan of reorganization which may provide for reorganization of Applicant as a going concern, sale of the business of Applicant as a going concern or sale of some or all assets of Applicant. Management has determined that a selling agent must be retained to assist in formulation of a plan which assures the maximum return to Applicant and its estate from any refinancing, reorganization, going concern or asset sale. The assistance of a selling agent is necessary because management does not have sufficient time or expertise to coordinate all aspects of the investor solicitation process.
3. Insolvency Strategies, Inc. (“ISI”) is a financial advisor and selling agent with extensive experience in the solicitation of plan investors, sale of going concerns, and the disposition of assets in liquidation, all in the context of competitive bidding environments.
4. Management has determined that employment of ISI is necessary and in the best interests of Applicant and its estate.

5. Applicant proposes to retain ISI according and subject to the terms and conditions of the ISI Engagement Agreement attached to this Application as Exhibit A and incorporated herein.

The proposed compensation for ISI is set forth in the ISI Engagement Agreement.

6. To the best of Applicant's knowledge, ISI does not represent any creditor or other party in this chapter 11 case.

7. To the best of Applicant's knowledge, ISI does not have any claim against Applicant, and does not have any interest adverse to Applicant or this estate.

8. The source of funds for the fees to be paid to ISI is a buyer's premium payable by the purchaser of Applicant's assets.

WHEREFORE, Applicant respectfully requests that Applicant be authorized pursuant to 11 U.S.C. § 327 (a) and in accordance with Rule 2014(a) of the Federal Rules of Bankruptcy Procedure and Local Rule 2014-1, to employ ISI as a selling agent pursuant to the terms of this Application and the attached ISI Engagement Agreement.

Dated: August 26, 2004

DJT PROPERTIES, LLC

By



Joan D. Tschida
Its President

**INSOLVENCY STRATEGIES, INC.
EXCLUSIVE AGENCY AGREEMENT**

THIS AGREEMENT is made this 26th day of August, 2004, by and between DJT Properties, LLC, Chapter 11 Debtor in Possession, BKY No. 04-34649, ("Seller") and INSOLVENCY STRATEGIES, INC. ("ISI") a Nevada corporation.

WITNESSETH:

WHEREAS, Seller desires to either refinance, or to sell, lease or otherwise dispose of some or all of Seller's interest in its assets described upon Exhibit "A" to this Agreement (the "Assets"); and,

WHEREAS, Seller desires to realize the highest value under the circumstances from any refinancing or disposition of Seller's interest in the Assets; and,

WHEREAS, ISI is an enterprise specializing in turnarounds, consulting, refinancing, sales as going concerns, purchase of chattels and real property and liquidation of assets of financially troubled companies; and,

WHEREAS, ISI has substantial experience in advertising, marketing, disposing and refinancing of major properties; and,

WHEREAS, Seller and ISI desire to enter into this Agreement regarding the services to be performed by ISI and the compensation to be paid to ISI for its services;

NOW, THEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and ISI hereby agree, subject to all of the terms, covenants, conditions and provisions hereinafter set forth, as follows:

1. **Exclusive Agency.** Seller hereby retains ISI as the exclusive agent of Seller to advertise and market and to refinance, sell, lease or otherwise dispose of the Assets. The term of ISI's exclusive agency shall begin as of the date of this Agreement and shall continue for thirty (30) days after the Sealed Bid Deadline, as that term is hereinafter defined.

2. **Services.** ISI shall perform the following services:

(a) With the aid of Seller's counsel, review all pertinent documents with a view toward identifying potential legal restrictions that would have an impact upon advertising, marketing, refinancing, selling, leasing or otherwise disposing of the Assets.

(b) Inspect the Assets to determine their physical condition.

(c) Prepare a program which will include marketing the Assets through means such as newspapers, magazines, journals, letters, fliers, signs, and direct telephone solicitation, and such other marketing methods as ISI may deem appropriate.

(d) Prepare advertising letters and/or fliers and similar sales materials which will include pertinent information regarding the Assets and transmit this information to interested parties.

(e) Use best efforts to locate parties who may have an interest in financing and/or acquiring Seller's interest in the Assets.

(f) Circulate materials to interested parties regarding the Assets and the bidding methodology and procedures to be followed in the refinancing or disposition of the Assets.

(g) Respond, provide information to, communicate and negotiate with and obtain bids from prospective purchasers and/or financiers and make recommendations to Seller as to whether or not a particular bid should be accepted.

(h) Communicate regularly with Seller regarding the status of ISI's efforts with respect to the refinancing and/or disposition of the Assets.

(i) When requested, recommend to Seller the proper method of handling any specific problems encountered with respect to the marketing, refinancing and/or disposition of the Assets.

(j) Perform related services reasonably necessary to enhance the refinancing and/or disposition proceeds for Seller's interest in the Assets.

ISI's services shall commence upon execution of this Agreement by both Seller and ISI. The proposed advertising and marketing program shall be submitted for Seller's prior approval. The development of the advertising and marketing program shall be the sole responsibility of ISI.

3. **Bid Procedure.** Seller shall offer the Assets for disposition under a sealed bid program and the bidding procedure shall include the following:

(a) All communications and inquiries regarding the Assets shall be directed to ISI.

(b) All bids must be in writing, sealed and received by ISI at its office on or before the date and time specified on Exhibit "B" to this Agreement (the "Sealed Bid Deadline").

(c) In order to be considered, a sealed bid must be accompanied by a cashier's or certified check payable to ISI in an amount equal to at least ten (10%) percent of the bid amount.

(d) A meeting of Seller, Gulfstream Financial Services, Inc., VSB Financial Services, Inc., and ISI shall be convened as soon as practicable after the Sealed Bid Deadline. At the meeting, Seller shall attempt to determine which bid or bids, if any, are to be accepted.

(e) In the event a bid is accepted a ten (10%) percent buyer's premium will be added to the amount bid, and Seller will promptly authorize ISI to present the check representing the bid deposit for payment. One half (½) of the bid deposit will be retained by ISI as a credit against the fees due or to become due ISI pursuant to this Agreement, and the balance of the bid deposit will be held in escrow by ISI for the benefit of Seller.

(f) All checks representing bid deposits accompanying bids which are not accepted by Seller will be returned to the bidder not later than the end of the fifth (5th) business day following the Sealed Bid Deadline.

(g) Without the written consent of the Seller, a bid cannot be withdrawn or modified during the period beginning twenty-four (24) hours before the Sealed Bid Deadline and ending at 11:59 P.M. local time on the fifth (5th) business day following the Sealed Bid Deadline. Once accepted, a bid shall become a binding contract enforceable in accordance with its terms.

(h) Seller shall have the right to:

(i) determine in its sole discretion which bid(s) is to be accepted;
and

(ii) reject, at any time, a bid which in the Seller's sole discretion is deemed to be inadequate or insufficient or not in conformity with the terms and conditions of this Agreement, or contrary to the best interest of Seller.

(i) Seller, upon notice given to those parties who have submitted bids, may impose such other terms and conditions as it may determine to be in the best interest of Seller.

4. **Refinancing.** From the date of this Agreement until the Sealed Bid Deadline, ISI shall attempt to obtain written commitments from financial institutions for the refinancing of Seller's secured obligations upon terms acceptable to Seller.

5. **Program Costs.** ISI will waive the basic program costs which include all advertising, marketing, travel and mailing expenses.

6. **Gross Proceeds.** The term "Gross Proceeds" as used in this Agreement shall include the sum of:

- (a) The balance, if any, of any outstanding mortgages or other secured obligations which shall remain upon some or all of the Assets after the disposition;
- (b) all cash payments;
- (c) all deferred payments;
- (d) all obligations of Seller assumed or paid by any party;
- (e) all refinancing proceeds;
- (f) any waiver, relinquishment, transfer or assignment of any lien, deposit, claim or rights through which consideration is paid in and for Seller's interest in the Assets, or by which Seller shall receive compensation or a credit.

The fees and expenses of ISI, and all other closing costs and/or adjustments, including adjustments and/or payments of whatever kind to lien holders, secured parties, mortgagees or otherwise shall not be deducted when computing Gross Proceeds or the fee to be paid to ISI.

7. **Insolvency Strategies, Inc. Fee.** ISI's fee for its services shall be as follows:

- (a) ten (10%) percent buyers premium (this includes any broker's commission, if one is employed) – ISI's fee.

8. The sale of any of the Excluded Assets listed on Exhibit A shall be excluded from the ISI fee arrangement.

9. **Assets Sold "As Is".** All dispositions of the Assets shall be without representations and/or warranties of any kind, whether expressed or implied, by Seller, ISI or their agents. The Assets will be transferred "as is".

10. **Notices.** All notices, statements, demands, requests, consents, communications and certificates from any party hereto to the other, shall be made in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If intended for Seller:

DJT Properties, LLC
c/o Michael F. McGrath, Esq.
Ravich Meyer Kirkman McGrath & Nauman, P.A.
80 S. Eighth Street
Minneapolis, MN 55402

(b) If intended for ISI:
INSOLVENCY STRATEGIES, INC.
3 Isleworth Drive
Henderson, NV 89052
Attention: C. Wayne Basore

or such other addresses or entities either party hereto may from time to time direct by service of notice on the other party as provided above. Any such notices, statements, demands, requests, consents, communications or certificates, shall be deemed given on the date the same are mailed in accordance with this paragraph.

11. **Nonassignability.** Neither party hereto shall assign this Agreement or any of its rights or interest hereunder without first obtaining the other party's written consent.

12. **Time of the Essence.** Time, whenever mentioned herein, shall be of the essence of this Agreement.

13. **Entire Agreement.** This is the entire agreement between the parties hereto regarding the transactions contemplated hereby and there are no other terms, covenants, conditions, provisions, warranties, representations or statements, oral or otherwise, of any kind whatsoever. Any agreement hereafter shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

14. **Headings.** The headings, if any, incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and shall not in any way control, define, limit or add to the terms and conditions hereof.

15. **Governing Law.** This Agreement shall be construed, interpreted and governed by the laws of the state in which Seller's principal office is located.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

17. ISI's services shall commence upon the entry of the Order by the Court approving this Agreement and the retention of ISI as agent for the estate.

(a) If, at the conclusion of the Sealed Bid Deadline, the Seller fails to approve a sale, refinancing or other disposition of Seller's interest in the Assets, ISI shall conduct a public auction of the Assets, no more than thirty (30) days following the conclusion of the Sealed Bid Deadline. The auction shall be conducted by ISI in concert with a *licensed* auctioneer specializing in the disposition of the same type as the Assets, whose employment is subject to court approval. The auctioneer shall submit a separate application to be employed. The auctioneer's fees and expenses will be within the budget previously approved by the Seller and will be paid out of the ISI commission as set forth in paragraph 7. In no event shall the combined commission of ISI and the auctioneer be greater than ten percent (10%).

(b) By entry of the Order and the approval of this Agreement, and by the specific terms of the Order, the Court shall be deemed to have approved ISI's fees and expenses as provided in this Agreement, and to have allowed such fees and expenses as administrative expenses of Debtor and any trustee with a priority over all administrative expenses allowed under Sections 503(b) or 507(b) of the Bankruptcy Code and as reasonable, necessary costs and expenses of preserving, or disposing of, property securing an allowed secured claim as provided in Section 506(c) of the Bankruptcy Code. In the event a secured creditor of the Seller objects to this "carve out", ISI will not be obligated to proceed if such objection is sustained, and if the Order does not grant ISI the protection for its fees and expenses described herein.

(c) The obligation of ISI to proceed under this Agreement is subject to the entry by the Court of the Order and the Order becoming final.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal, as of the day and year first above written.

SELLER:

DJT PROPERTIES, LLC

Joan D. Tschida

Title: President

INSOLVENCY STRATEGIES, INC.

By: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF THE ASSETS: See attached Schedule A. Real Property, Schedule B. Personal Property, and Schedule G. Executory Contracts and Unexpired Leases.

Excluded assets: None.

EXHIBIT "B"

SEALED BID DEADLINE: October 14, 2004

ADDRESS: 4545 IDS Center, 80 S. Eighth Street, Minneapolis, MN 55402.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

DJT PROPERTIES, LLC,

Debtor.

Bky No. 04-34649

Chapter 11

**MEMORANDUM IN SUPPORT OF MOTION FOR EXPEDITED RELIEF
AND FOR ORDER APPROVING APPLICATION
TO EMPLOY SELLING AGENT**

This Memorandum is filed in support of Debtor's Motion For Expedited Relief And For Order Approving Application To Employ Selling Agent ("Application"). A hearing to consider the Application and the Debtor's request for expedited relief is scheduled for September 1, 2004.

FACTS

The factual basis for the motion and this memorandum are as set forth in the Motion, Application, ISI Engagement Agreement attached to the Application and the supporting Affidavit submitted by Wayne Basore on behalf of ISI.

LEGAL ARGUMENT

1. Retention of ISI as a Selling Agent is Necessary and in the Best Interest of the Estate.

For reasons set forth in the Motion and Application management of the Debtor has determined that it is necessary to immediately proceed with the assistance of a selling agent to solicit purchasers for the business or assets of the Debtor. Management simply does not have time to effectively manage the business of the Debtor in transition, fulfill its obligations to the various constituencies in the chapter 11

proceedings and actively solicit purchasers for the business or assets of the Debtor. The Debtor has committed to provide the secured lenders and the Committee with direct access to ISI to obtain regular updates respecting the purchaser solicitation process. For all of the reasons set forth above, immediate retention of ISI according to the terms of the ISI Engagement Agreement are necessary and in the best interest of the estate.

2. There is Cause to Consider the Application on an Expedited Basis.

ISI will travel to Lino Lakes and meet with management, begin compiling necessary financial information and begin conducting negotiations with prospective purchasers who have expressed an interest in the business and assets of the Debtor. Management of the Debtor concur that it is in the best interests of the estate that the Debtor, with ISI's assistance, devote substantial and immediate efforts to solicitation of purchasers for the business and assets of the Debtor. Although to date ISI has continued to perform services in anticipation of approval of its employment there is no obligation to perform services on behalf of the estate until an order is entered approving their employment. To assure ISI's continuing efforts pending entry of an order approving their employment the Debtor committed to schedule the Application for consideration by the Court on an expedited basis. For reasons set forth above, the Debtor requests that the Application be considered and approved on an expedited basis.

Dated: August 26, 2004

RAVICH MEYER KIRKMAN
McGRATH & NAUMAN,
A PROFESSIONAL ASSOCIATION

By /e/ Michael F. McGrath #168610
Michael L. Meyer #72527
Will R. Tansey #323056

4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

DJT PROPERTIES, LLC,

Debtor.

Bky. No. 04-34649

Chapter 11

UNSWORN CERTIFICATE OF SERVICE

I, Michael F. McGrath, declare under penalty of perjury that on August 26, 2004 I served copies of the attached:

1. Notice of Hearing and Motion for Expedited Relief and for Order Approving Application to Employ Selling Agent;
2. Memorandum in Support of Motion for Expedited Relief and for Order Approving Application to Employ Selling Agent;
3. Unsworn Declaration of C. Wayne Basore; and
4. Proposed Order Authorizing Employment of Selling Agent;

by sending true and correct copies via facsimile and by first class mail postage prepaid to each entity named below at the address stated below for each entity:

[SEE ATTACHED SERVICE LIST]

Executed on: August 26, 2004

/e/ Michael F. McGrath

Michael F. McGrath #168610
Ravich Meyer Kirkman McGrath & Nauman
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

DJT PROPERTIES, LLC
C/O CLEARWATER CREEK CONVENIENCE CTR.
7090 - 21ST AVENUE
LINO LAKES, MN 55038

MINN. DEPT. OF REVENUE
COLLECTION ENFORCEMENT
551 BANKRUPTCY/PO 64447
ST. PAUL, MN 55164

UNITED STATES ATTORNEY FOR
THE DISTRICT OF MINNESOTA
600 U.S. COURTHOUSE, 300 S. 4TH ST
MINNEAPOLIS, MN 55415

INTERNAL REVENUE SERVICE
ATTN: SPECIAL PROCEDURES
316 NO. ROBERT ST., STOP 5700
ST. PAUL, MN 55101-1423

SARAH WENCIL, ESQ.
OFFICE OF U.S. TRUSTEE
1015 U.S. COURTHOUSE
300 S 4TH STREET
MINNEAPOLIS, MN 55415

VERMILLION STATE BANK
107 EAST MAIN STREET
VERMILLION MN 55085

VERMILLION STATE BANK
C/O MARY JO A. JENSEN-CARTER, ESQ.
BUCKLEY & JENSEN
1339 EAST COUNTY ROAD D
VADNAIS HEIGHTS MN 55109

CROIX OIL COMPANY
ATTN PAUL MUILENBERG
1749 S GREELY STREET
STILLWATER MN 55082-0000

CHEROKEE STATE BANK
607 SMITH AVENUE S
ST PAUL MN 55107

CHEROKEE STATE BANK
C/O DAVID E. RUNK, ESQ.
OPPENHEIMER WOLFF & DONNELLY
3300 PLAZA VII
45 SOUTH SEVENTH STREET
MINNEAPOLIS, MN 55402

ROBERT J. FOSTER, ESQ.
FOSTER & BREVER, PLLC
2855 ANTHONY LANE SOUTH, SUITE 200
ST. ANTHONY, MN 55418

DAVID KROONA
5945 CARLSON ROAD
SHOREVIEW MN 55126

AMCON DISTRIBUTING COMPANY
ATTN: ROBERT LAMOS
7405 IRVING ROAD
OMAHA NE 68122

MAIN STREET BANK
ATTN: MIKE
7111 21ST AVENUE NORTH
CENTERVILLE MN 55308

COREMARK MINNEAPOLIS
ATTN: GARY CHRISTIANSON
SDS 12-0836
MINNEAPOLIS MN 55486

NORTH SUBURBAN INC.
51 SOUTHWOOD DRIVE
VADNAIS HEIGHTS MN 55127

ECOLAB VEHICLE CARE DIVISION
ATTN MIKE EVANS
PO BOX 910592
DALLAS TX 75391-0592

AMERICAN BOTTLING
ATTN TOM CAHILL
PO BOX 643
DES MOINES IA 50303

KING DISTRIBUTORS
ATTN KITTY
7600 WEST 27TH ST, NO. A2
ST. LOUIS PARK MN 55426

ANYTIME ICE COMPANY
10550 COUNTY RD 81, NO. 2
OSSEO MN 55369

CINTAS
1150 95TH AVENUE
MAPLE GROVE MN 55369

TRADER PUBLISHING
PO BOX 17359
CLEARWATER FL 33762-0359

FILTER FRESH
1460 W COUNTY ROAD D
ROSEVILLE MN 55112

SEAVER COMPANIES
ATTN DEAN SEAVER
PO BOX 123
LeSEUER MN 56058

TWIN CITY GREETING INC.
340 JOSEPH STREET
NEW MARKET MN 55054

CHARLES LEVY CIRCULATING
ATTN DOROTHY COLEMAN
33165 TREASURY CENTER
CHICAGO IL 60694-3100

DANISH PASTRY SHOP
PO BOX 17279
ST PAUL MN 55117

M&D DISTRIBUTING INC.
2367 UNIVERSITY AVE WEST
ST PAUL MN 55114

ANOKA COUNTY TREASURER
PROPERTY RECORDS & TAXATION
2100 - 3RD AVENUE
ANOKA, MN 55303

AVAYA INC
PO BOX 465
LIVINGSTON, NJ 07039

CONNEXUS ENERGY
14601 RAMSEY BOULEVARD
RAMSEY, MN 55303

EA SWEEN/DELI EXPRESS
16101 WEST 78TH STREET
EDEN PRAIRIE, MN 55344

FRITO LAY
PO BOX 660059
DALLAS, TX 75266-0059

KEMPS LLC
420 WEST BROADWAY
MINNEAPOLIS, MN 55411-2710

NORTH AMERICAN SALT COMPANY
PO BOX 277043
ATLANTA, ga 30384-7043

PEPSI COLA BOTTLING
11601 - 12TH AVENUE SOUTH
BURNSVILLE, MN 55337

ST. CROIX GLASS CLEANING
2312 S CRESYVIEW DRIVE, #116
HUDSON, WI 54016

WASTE MANAGEMENT-BLAINE
10050 NAPLES STREET NE
BLAINE, MN 55449

August 26, 2004

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

DJT PROPERTIES, LLC,

Debtor.

Bky. No. 04-34649

Chapter 11

**ORDER AUTHORIZING EMPLOYMENT OF
SELLING AGENT**

Upon the application of the Debtor in the above-entitled case and it appearing necessary and appropriate that the Debtor be represented by Insolvency Strategies, Inc.,

IT IS ORDERED:

1. The Application is approved.
2. The employment of ISI, 3 Isleworth Drive, Henderson, Nevada 89052, as a selling agent for the Debtor on the terms set forth in the ISI Engagement Agreement attached to the Application is approved.

Dated: _____, 2004

GREGORY F. KISHEL, CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT