

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION, §

Plaintiff, §

v. §

Civil Action No. 3:05-CV-1328-L

MEGAFUND CORPORATION, STANLEY A. §
LEITNER, SARDAUKAR HOLDINGS, IBC., §
and BRADLEY C. STARK, CIG, LTD., and §
JAMES A. RUMPF, Individually and d/b/a §
CILAK INTERNATIONAL, §

Defendants, §

and §

PAMELA C. STARK, §

Relief Defendant. §

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED

SEP 23 2005

CLERK, U.S. DISTRICT COURT
By Deputy

**RECEIVER'S UNOPPOSED MOTION TO SELL VEHICLE
FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES**

TO THE HONORABLE SAM A. LINDSAY, UNITED STATES DISTRICT JUDGE:

COMES NOW, Michael J. Quilling ("Receiver"), and files this his Unopposed Motion to Sell Vehicle Free and Clear of All Liens, Claims and Encumbrances, and in support of such would respectfully show unto the Court as follows:

1. On July 1, 2005, the Securities and Exchange Commission ("SEC") initiated these proceedings and in connection therewith sought the appointment of a receiver as to the defendants and relief defendant. By order dated July 5, 2005, Michael J. Quilling was appointed as the receiver and has continued to serve in that capacity.

2. One of the assets of the receivership estate is a 2005 Infiniti FX35 ("Infiniti") titled in the name of CILAK Properties II.

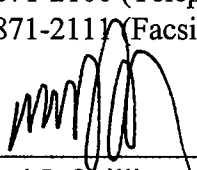
3. Subsequent to his appointment, the Receiver has been actively marketing the Infiniti for sale. As a result of those marketing efforts, the Receiver has received an offer from Jeff Bayer to purchase the Infiniti for the amount of \$30,000.00, subject to final approval by this Court. The receiver has obtained an appraisal of the Infiniti from Sewell Infiniti for \$30,000.00 and, accordingly, it is the belief of the Receiver that the purchase price represents the fair market value of the Infiniti, and a sale at the offer price is in the best interest of the receivership estate. The vehicle is still relatively new and, accordingly, its fair market value will likely decline quickly. Accordingly, the Receiver requests that the Court authorize him to sell the Infiniti, free and clear of all liens, claims and encumbrances, to Jeff Bayer. To the Receiver's knowledge, there are no known liens or encumbrances against the Infiniti.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that the Court enter an order authorizing him to sell the Infiniti to Jeff Bayer and consummate a contract for sale consistent with the foregoing, and for such other and further relief, general or special, at law or in equity, to which the Receiver may show himself justly entitled.

Respectfully submitted,

QUILLING SELANDER CUMMISKEY & LOWNDS, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
(214) 871-2100 (Telephone)
(214) 871-2111 (Facsimile)

By:

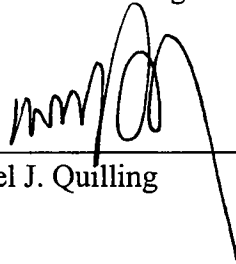


Michael J. Quilling
State Bar No. 16432300
D. Dee Raibourn, III
State Bar No. 24009495

ATTORNEYS FOR RECEIVER

CERTIFICATE OF CONFERENCE

I certify that I have consulted with all counsel of record regarding this motion and none of them oppose the motion.



Michael J. Quilling

CERTIFICATE OF SERVICE

This is to certify that on the 29th day of September, 2005, a true and correct copy of the above and foregoing motion was sent via first class mail, with full and proper postage prepaid thereon, to:

Stephen J. Korotash
Securities and Exchange Commission
801 Cherry Street, Suite 1900
Fort Worth, Texas 76102

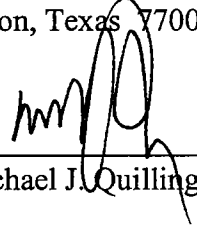
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Michael J. Quilling