

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE/DEGREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 8
INDIVIDUAL Complete Section 8
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 06130080

1. Type of License(s): 6

2. Total fees attached: \$

Department Use Only

266-00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Wasowicz Jeff-- Jeffrey Donald
Last First Middle

2. Corp./Partnership/L.L.C.: JA Flats, Inc.
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Events Center
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 3201 North Main Street Prescott Valley Yavapai 86314
(Do not use PO Box Number) City County Zip

5. Business Phone: 928-772-8844 Daytime Phone: 928-772-8844 Email: jwasowicz@fainsignaturegroup.com

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 3001 Main Street, Suite 2B, Prescott Valley, AZ 86314
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type \$50,000.00 Type \$

DEPARTMENT USE ONLY

Fees: Application 100.00 Interim Permit 100.00 Site Inspection 66.00 Finger Prints 266.00
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: JB Date: 03-18-15 Lic. # 06130080

15 FEB 13 11:49 AM '06

15 JAN 28 11:49 AM '06

15 FEB 13 11:49 AM '06

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06130080
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

Brian D. Shapiro, Trustee of the Bankruptcy
 Estate of Global Entertainment Corporation
 I, BK-S 14-17306 LED, declare that I am the CURRENT OWNER AGENT, CLUB MEMBER, PARTNER,
 (Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of Nevada County of Clark

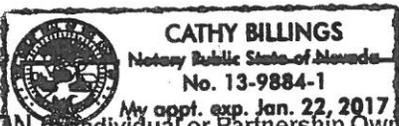
X B D Shapiro
 (Signature)

The foregoing instrument was acknowledged before me this

23 day of JANUARY, 2015
 Day Month Year

My commission expires on: JAN. 22 2017

Cathy Billings
 (Signature of NOTARY PUBLIC)



SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

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SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: JA Flats, Inc.
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 1-22-15 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 1978958-8 Date authorized to do business in AZ: 1-27-15
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Fain, Sean B.	(Bradlee)		President	3001 Main Street, Suite 2B, Prescott Valley, AZ	86314
Fain, Ronald	(Williams)		Secretary	3001 Main Street, Suite 2B, Prescott Valley, AZ	86314

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Fain, Sean B.	(Bradlee)		100	3001 Main Street, Suite 2B, Prescott Valley, AZ	86314

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: Johnson J. Craig Entity: Agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: Global Entertainment Corporation
(Exactly as it appears on license)
- 3. Current Business Name: Events Center
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street 3201 North Main Street
City, State, Zip Prescott Valley, Arizona 86314
- 5. License Type: 6 License Number: 06130080
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street 3201 North Main Street
(Other than business) City, State, Zip Prescott Valley, AZ 86314

- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

Brian D. Shapiro, Trustee of the Bankruptcy Estate of
Global Entertainment Corporation BK-S 14-17306 LED

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)

privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

Brian D. Shapiro, Trustee of the Bankruptcy Estate of
I, Global Entertainment Corporation BK-S 14-17306 LED, declare that I am the CURRENT OWNER AGENT, MEMBER, PARTNER
(print full name)

STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

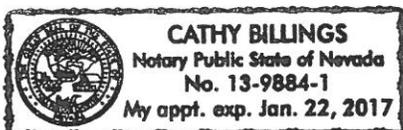
Brian D. Shapiro
(Signature of CURRENT LICENSEE)

State of NEVADA County of CLARK
The foregoing instrument was acknowledged before me this

23 JANUARY, 2015
Day Month Year

Cathy Billings
(Signature of NOTARY PUBLIC)

My commission expires on: JAN. 22, 2017



15 MAR 18 Ltr. Lic. RM1056

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06130080

Issue Date: 9/29/2006

Expiration Date: 8/31/2015

Issued To:

J CRAIG JOHNSON, Agent
GLOBAL ENTERTAINMENT CORPORATION, Owner

Location:

EVENTS CENTER
3201 N MAIN ST
PRESCOTT VALLEY, AZ 86314

Bar

Mailing Address:

J CRAIG JOHNSON
GLOBAL ENTERTAINMENT CORPORATION
EVENTS CENTER
3201 N MAIN STREET
PRESCOTT VALLEY, AZ 86314



EXP 8/31/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

Honorable Laurel E. Davis
United States Bankruptcy Judge



15 MAR 19 11:49 AM '15

15 JAN 28 11:49 AM '15

15 FEB 13 11:49 AM '15

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Entered on Docket
January 20, 2015

ROBERT E. ATKINSON, ESQ., Bar No. 9958
Email: robert@nv-lawfirm.com
ROBERT E. OPDYKE, ESQ., Bar No. 12841
ATKINSON LAW ASSOCIATES LTD.
8965 S Eastern Ave, Suite 260
Las Vegas, NV 89123
Telephone: (702) 614-0600
Facsimile: (702) 614-0647
Attorney for Brian D. Shapiro, Trustee

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

GLOBAL ENTERTAINMENT
CORPORATION,

Debtor.

Case No. 14-17306-led
Chapter 7

Hearing Date: January 15, 2015
Hearing Time: 1:30 p.m.

**ORDER APPROVING: (I) SALE OF CERTAIN ESTATE ASSETS FREE AND CLEAR;
AND (II) ASSUMPTION AND ASSIGNMENT OF MANAGEMENT CONTRACT**

This matter came before the Court for hearing upon the Trustee's motion (DE #29) (the "Sale Motion") for an order approving the sale and assignment of certain Purchased Assets¹ to PRESCOTT VALLEY SIGNATURE ENTERTAINMENT, LLC, or its nominee, on the terms of the APA. Appearances were as noted on the record.

The Court, pursuant to all written and oral presentations made to the Court, and after having considered the entire record established with respect to the Sale Motion, finds and concludes as follows:

///

¹ Unless otherwise defined herein, capitalized terms have the same meaning as provided for in the Sale Motion and the APA.

1 A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§
2 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), &
3 (O).

4 B. All necessary parties have been given notice of the Sale Motion and of the
5 hearing thereon and have been given sufficient opportunity to be heard regarding the relief
6 requested in the Sale Motion.

7 C. At the hearing, in accordance with the Sale Motion, the Court called for
8 overbids to the offer presented in the Sale Motion, on the same terms and conditions of the APA,
9 except for price. There were no overbids.

10 D. At the hearing, a representative for PRESCOTT VALLEY SIGNATURE
11 ENTERTAINMENT, LLC designated J A FLATS, INC., an Arizona corporation, as its nominee
12 for the sale.

13 E. The Purchase Price to be paid under the APA is fair and reasonable, is the
14 highest and best price for the Purchased Assets, and constitutes reasonably equivalent value and fair
15 consideration under the Bankruptcy Code and under the laws of the United States and under any
16 state, territory, or possession.

17 F. At the hearing, the Court also took note that Boston Pizza Restaurants
18 (USA), Inc. consented, via Stipulation (DE #45), to the proposed sale and assignment free and clear
19 of its security interest. Accordingly, the requirements of 11 U.S.C. § 363(f) for the sale and
20 assignment of the Purchased Assets free and clear of all mortgages, security interests, conditional
21 sale or other title retention agreements, pledges, liens, claims, judgments, demands, charges,
22 encumbrances, security interests, options, rights of first refusal, and any unrecorded easements or
23 other restrictions (collectively, "Interests") have been satisfied.

24 G. The Court's approval of the APA, the sale of the Purchased Assets, and the
25 assumption and assignment of the Management Agreement are all in the best interests of the Debtor,
26 its creditors, this estate, and other parties in interest.

27 ///
28

1 Having considered the submissions of counsel and the files and records herein, and the
2 statements of counsel at the hearing, and after due deliberation thereon, and there being no
3 oppositions or objections filed, and good cause appearing therefore,

4 **IT IS ORDERED** that the relief requested in the Sale Motion is hereby GRANTED in all
5 respects.

6 **IT IS FURTHER ORDERED** that:

7 1. The sale and assignment to J A FLATS, INC. ("Buyer") of the Debtor's bankruptcy
8 estate's interest in the following Purchased Assets, for the Purchase Price of \$75,000.00, is
9 hereby approved on the terms and conditions of the APA:

- 10 a) All of the Seller's and the Debtor's membership interests in Prescott
11 Valley Events Center, LLC, an Arizona limited liability company
- 12 b) The Management Agreement
- 13 c) All accounts receivable and other amounts due to the Debtor (or due to
14 the Companies to which Debtor could claim some right or entitlement),
15 relating in any way to the Events Center or due from any of the
16 Companies; for avoidance of doubt, this expressly excludes all amounts
17 due to the Debtor under the settlement agreement with Quad City
18 Mallards Professional Hockey, LLC, Club 9, LLC, Jon Pritchett, and John
19 Prutch, and amounts that could be due on account of the underlying
20 judgment and/or the underlying dispute
- 21 d) That certain State of Arizona, Yavapai County, Series No. 6 Spirituous
22 Liquor License No. 06130080
- 23 e) All claims and causes of action against Prescott Valley Signature
24 Entertainment, LLC and its affiliates, including, but not limited to, pre-
25 petition claims of the Debtor and the Companies and any avoidance
26 claims of the Trustee under the Bankruptcy Code, pursuant to Sections
27 544 through 551 of the Bankruptcy Code

28 2. The APA, attached hereto as **EXHIBIT A**, is approved in full.

*15 MAR 18 11:47 AM 01056

*15 JAN 28 11:47 AM 106

*15 FEB 13 11:47 AM 954

15 APR 18 11:41:11 AM 1056

15 JAN 28 11:41:11 AM 1056

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3. The Trustee is expressly authorized to consummate the sale and assignment of the Purchased Assets to Buyer, and may take all actions necessary to effectuate the sale and assignment.

4. The sale, assumption, and assignment of the Purchased Assets shall be free and clear of all Interests.

5. All proceeds of the sale and assignment will be held in the Trustee's attorney's IOLTA account until a compromise agreement between the bankruptcy estate and Boston Pizza Restaurants (USA), Inc. regarding the distribution of those proceeds is approved by the Court, or the Court otherwise enters an order authorizing distribution of the funds.

6. Other terms of the sale and assignment shall be as specified in the APA and in the Sale Motion.

7. The Trustee is authorized to assume the Management Agreement and assign the Management Agreement to Buyer as part of the sale and assignment. Upon consummation of the sale and assignment, Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtor in and under the Management Agreement.

8. The terms and provisions of the APA and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, this estate, the Debtor's creditors, the Buyer, and their respective affiliates, successors, and assigns, and any affected third parties, including, but not limited to, all persons asserting any Interests against or in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, responsible person, estate administrator, representative, or similar person ("Responsible Person") for or in connection with any of the Debtor's estate or affairs in this case or in any subsequent case under the Bankruptcy Code involving the Debtor, as to which Responsible Person such terms and provisions shall likewise be binding in all respects.

9. No provision in the Management Agreement or in any agreement, document, or instrument relating to the Purchased Assets that purports to prohibit, restrict, or condition the sale or assignment of the Purchased Assets shall have any force or effect with respect to the sale and assignment authorized by this Order.

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10. The Buyer, as assignee and purchaser, is not the successor in interest to the Debtor or its bankruptcy estate as a result of the Buyer's taking title or possession of the Purchased Assets, and Buyer is not assuming and is not liable for any liabilities or obligations of the Debtor or its bankruptcy estate, except as specifically provided in this Order.

11. All entities in possession of the Purchased Assets, along with all books and records relating to the Purchased Assets, are directed to surrender possession thereof to the Buyer and its agents and assigns.

12. This Court shall retain jurisdiction (a) to construe and determine any disputes under this Order or the APA, (b) to enforce and implement the terms and provisions of any relevant agreements, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, and (c) to resolve any disputes arising under or related to the sale or assignment of the Purchased Assets to the Buyer.

13. The stay otherwise imposed by Bankruptcy Rule 6004(h) is hereby waived, and the Trustee may immediately take any action necessary consummate the above-referenced sale and assignment without further order of this Court.

IT IS SO ORDERED.

#

Respectfully submitted by:

/s/ Robert E. Atkinson
ROBERT E. ATKINSON, ESQ.
Nevada Bar No. 9958
ATKINSON LAW ASSOCIATES LTD.
8965 S Eastern Ave, Suite 260
Las Vegas, NV 89123
Telephone: (702) 614-0600
Attorney for Brian D. Shapiro, Trustee

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CERTIFICATION re: RULE 9021

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

- The court has waived the requirements set forth in LR 9021(b)(1).
- No party appeared at the hearing or filed an objection to the motion.
- I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

William L. Novotny, Esq. (*Prescott Valley Signature Entertainment*) – WAIVED REVIEW

- I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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15 MAR 18 11:47 AM 1055

15 JAN 28 11:47 AM 105

15 FEB 13 11:47 AM 9 54

15 APR 19 11:47:12 AM PST 057

15 JAN 28 11:47:12 AM PST 106

EXHIBIT A

15 FEB 13 11:47:12 AM PST 54

15 MAR 19 11:41 AM '15
15 JAN 28 11:41 AM '15
15 FEB 13 11:41 AM '15

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of December 31, 2014, (the "Agreement") is entered into by and between THE BANKRUPTCY ESTATE OF GLOBAL ENTERTAINMENT CORPORATION, Nevada Bankruptcy Case No. 14-17306-led (hereinafter the "Bankruptcy Estate" or "Seller"), and PRESCOTT VALLEY SIGNATURE ENTERTAINMENT, LLC or its nominees (hereinafter, collectively "Buyer"). Each may hereinafter be referred to as a "Party," or collectively as the "Parties."

RECITALS:

WHEREAS, on October 31, 2014, Global Entertainment Corporation ("Debtor") filed its voluntary Petition for Relief under Chapter 7 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, Joseph B. Atkins ("Trustee") is the Chapter 7 Trustee of the Bankruptcy Estate;

WHEREAS, upon filing for bankruptcy, the Debtor owned membership and management interests in several companies (the "Companies"), including Prescott Valley Events Center, L.L.C. ("PVEC"), which Companies are or were involved in business enterprises relating to an Events Center located in Prescott Valley, Arizona (the "Events Center");

WHEREAS, the Debtor was also a party to a Management Agreement with PVEC to provide management services for the Events Center (the "Management Agreement");

WHEREAS, upon filing for bankruptcy, Debtor owned a liquor license that was used in connection with the Events Center; however, on information and belief, Seller is aware that PVEC may claim actual ownership of the license;

WHEREAS, the Debtor's assets appear to be subject to security interests for the benefit of Boston Pizza Restaurants (USA), Inc. ("Boston Pizza"); however, the Trustee is negotiating an arrangement with Boston Pizza to authorize the sale of assets free and clear of those security interests or will seek to obtain an order of the Bankruptcy Court authorizing the sale of the assets that are the subject of this Agreement to be made free and clear of those security interests;

WHEREAS, Buyer desires to purchase from Seller the Debtor's interests in, under, and to PVEC, the Management Agreement, the liquor license, and the various accounts receivable due the Debtor or the Companies and relating to the Events Center upon the terms and subject to the conditions set forth herein;

WHEREAS, and although neither the Trustee nor the Buyer are aware of any claims of the Debtor, of the Companies, or of the Bankruptcy Estate against Prescott Valley Signature Entertainment, LLC or its affiliates, Buyer desires to also purchase any such claims that may exist;

Handwritten signature and date: 1-7-15

15 MAR 18 09:16:07

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WHEREAS, the transactions contemplated by this Agreement will be consummated under sections 363 and 365 of the Bankruptcy Code, and this Agreement is subject to the approval of the Bankruptcy Court, after notice and hearing; and

WHEREAS, promptly following the execution and delivery of this Agreement, Seller will file with the Bankruptcy Court a motion (the "Sale Approval Motion") for approval of the sale contemplated by this agreement pursuant to the entry of the Sale Approval Order (as defined below);

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. The following terms, as used herein, have the following meanings:

(a) "Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. § 101 *et seq.*), as amended.

(b) "Bankruptcy Court" means the United States Bankruptcy Court for the District of Nevada.

(c) "Business Day" means a day other than Saturday, Sunday or other day on which commercial banks in Nevada are authorized or required by law to close.

(d) "Closing Date" means the date of the Closing, which shall be within three Business Days of the entry of the Sale Approval Order.

(e) "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(f) "Sale Approval Order" means an order of the Bankruptcy Court (i) authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code, (ii) authorizing the assumption and assignment of the Management Agreement pursuant to Section 365 of the Bankruptcy Code, and (iii) authorizing this Agreement and the transactions contemplated herein.

2. Purchase and Sale.

2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from the Seller and Seller agrees to sell, convey, transfer, assign and deliver to Buyer at the Closing, all of Seller's right, title and interest in the following (the "Purchased Assets"):

(a) All of the Seller's and the Debtor's membership interests in Prescott Valley Events Center, LLC, an Arizona limited liability company

(b) The Management Agreement

(c) All accounts receivable and other amounts due to the Debtor (or due to the Companies to which Debtor could claim some right or entitlement), relating in

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15 FEB 19 04:14 PM '15
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any way to the Events Center or due from any of the Companies; for avoidance of doubt, this expressly excludes all amounts due to the Debtor under the settlement agreement with Quad City Mallards Professional Hockey, LLC, Club 9, LLC, Jon Pritchett, and John Prutch, and amounts that could be due on account of the underlying judgment and/or the underlying dispute

(d) That certain State of Arizona, Yavapai County, Series No. 6 Spirituous Liquor License No. 06130080

(e) All claims and causes of action of the Debtor, the Companies, and the Bankruptcy Estate against Prescott Valley Signature Entertainment, LLC and its affiliates, including, but not limited to, all pre-petition claims and causes of action of the Debtor and the Companies and any avoidance claims of the Trustee under the Bankruptcy Code, pursuant to Sections 544 through 551 of the Bankruptcy Code.

2.2. Ownership Transfer Free and Clear. To the maximum extent permitted by the Bankruptcy Code, the interests in the Purchased Assets shall be conveyed to Buyer upon Closing, and shall be made pursuant to Section 363(f) of the Bankruptcy Code free and clear of all liens, claims, and encumbrances.

2.3. Purchase Price; Payment Terms. The purchase price for the Purchased Assets (the "Purchase Price") is \$75,000.00. Prior to the hearing on the Sale Approval Motion, Buyer shall cause the transfer of the entire Purchase Price to the Buyer's attorney's trust account. Buyer's attorney shall transfer the Purchase Price to the Trustee within two Business Days of the entry of the Sale Approval Order by the Bankruptcy Court, if Buyer is not overbid by any overbidders and all contingencies of this Agreement have been satisfied.

2.4 Overbids. At the time of hearing on the Sale Approval Motion, the Bankruptcy Court may solicit and accept overbids for the Purchased Assets from any Person, including the Buyer. Any initial overbid must be at least \$5,000.00 higher than the Purchase Price, and all subsequent incremental overbids must be at least \$5,000.00. Prior to presenting any bid, a prospective overbidder (other than the Buyer) must agree, in writing, to the same terms as described in this Agreement and must execute a substantially similar agreement if they are the high bidder. All prospective overbidders must provide proof of funds to the Trustee by no later than 24 hours prior to the hearing on the Sale Approval Motion (with the proven funds serving as the overbidder's maximum overbid). Overbids must be for the entire set of Purchased Assets, not individual lots or portions thereof.

2.5 Transfer of Purchased Assets. The right, title, and interest of Seller in the Purchased Assets shall be deemed by the Sale Approval Order to pass to Buyer at Closing. If requested by Buyer, Seller shall execute one or more bills of sale or similar documentation at or after Closing verifying the transfer of the Purchased Assets from Seller to Buyer, and in such document Buyer may identify nominees or designees to acquire the Purchased Assets.

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2.6 Books and Records. Upon Closing, the Trustee shall make available to the Buyer, for inspection and copying, all books, records, and documents in the possession, custody, or control of the Trustee relating to PVEC, the Companies, the Event Center, and the Purchased Assets.

3. As Is, Where Is Sale.

BUYER ACKNOWLEDGES THAT SELLER HAS NO PERSONAL KNOWLEDGE OF THE CONDITION OR STATUS OF ANY OF THE PURCHASED ASSETS, AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, MADE BY SELLER WITH RESPECT TO THE PURCHASED ASSETS.

BUYER ALSO ACKNOWLEDGES THAT THE PURCHASED ASSETS ARE BEING SOLD, TRANSFERRED, CONVEYED, ASSIGNED AND DELIVERED TO, AND PURCHASED AND ACCEPTED BY, BUYER ON AN "AS IS/WHERE IS" BASIS, FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES TO THE MAXIMUM EXTENT POSSIBLE UNDER THE BANKRUPTCY CODE.

BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS REGARDING THE ASSETS, LIABILITIES, OBLIGATIONS, OR CONDITION OF THE COMPANIES WHOSE OWNERSHIP INTERESTS ARE BEING SOLD HEREUNDER.

4. Best Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Buyer and Seller will use their respective commercially reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement; provided, however, that Trustee shall be entitled to take such actions as are required in connection with the discharge of his fiduciary duties during the Bankruptcy Case. Seller and Buyer agree to execute and deliver such other documents and other writings and to take such other actions as may be commercially reasonably necessary in order to consummate the transactions contemplated by this Agreement, including to vest in Buyer all the rights, title, and interest of the Seller in and to the Purchased Assets.

5. Contingencies.

5.1 Bankruptcy Court Approval of Sale. Promptly following the execution of this Agreement, Seller shall file the Sale Approval Motion with the Bankruptcy Court and shall cause notice of the filing of the Sale Approval Motion to be provided to all Persons entitled to notice thereof. Due to the deteriorating financial condition of the Events Center, the Trustee will request that the Sale Approval Motion be heard on shortened time prior to January 23, 2015 ("Hearing Date Deadline"). Buyer and Seller are obligated to complete this transaction upon Bankruptcy Court approval of the Sale Motion containing this Agreement and satisfaction of the other contingencies listed below. Buyer agrees not to oppose or otherwise directly or indirectly interfere with the Sale Approval Motion. Buyer acknowledges that the sale contemplated herein may be subject to overbid at the hearing on the Sale Approval Motion, and is accordingly encouraged to attend that hearing.

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5.2 Assumption of Management Agreement. The Parties acknowledge that transfer of the Debtor's rights in the Management Agreement is an integral part of the sale contemplated by this Agreement. Accordingly, Seller agrees to include in the Sale Approval Motion a request to assume and assign the Management Agreement in accordance with section 365 of the Bankruptcy Code. Buyer may, at Buyer's option, terminate this Agreement if the Bankruptcy Court does not approve the Bankruptcy Estate's assumption and assignment of the Management Agreement to the Buyer.

5.3 Consent by Secured Party. The Parties acknowledge that Boston Pizza has filed a Form UCC-1 Financing Statement reflecting security interests in the assets of the Debtor, including some or all of the Purchased Assets. This Agreement is contingent on Boston Pizza consenting to the sale contemplated herein on such terms as negotiated between the Seller and Boston Pizza that would allow for a distribution to unsecured creditors in the Debtor's bankruptcy case. Such consent, if granted, will be filed with the Bankruptcy Court via a stipulation or similar document prior to the hearing on the Sale Approval Motion. If the consent is not obtained, the Trustee shall seek to approve the sale of the Purchased Assets pursuant to Section 363(f) of the Bankruptcy Code free and clear of all liens, claims, and encumbrances, including the security interests asserted by Boston Pizza.

5.4 Hearing Date Deadline. If the hearing on the Sale Approval Motion does not occur and is not completed by the Hearing Date Deadline, then the Buyer, in its sole discretion, may terminate and cancel this Agreement.

5.5 Sale Approval Order. The Sale Approval Order shall be in a form acceptable to the counsel for the Buyer and shall contain an express waiver of the 14-day stay provided by Bankruptcy Rule 6004(h).

6. Miscellaneous.

6.1. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail or facsimile transmission) and shall be given,

if to Buyer, to:

Dickinson Wright PLLC
Attn: William L. Novotny, Esq.
1850 N Central Ave, Suite 1400
Phoenix, Arizona 85004
wnovotny@dickinsonwright.com

if to Seller, to:

Atkinson Law Associates Ltd.
Attn: Robert Atkinson, Esq.
8965 S Eastern Ave, Suite 260
Las Vegas, Nevada 89123
robert@nv-lawfirm.com

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All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

6.2. Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived if, but only if: (i) such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement; and (ii) in the case of an amendment, such amendment is approved by the Bankruptcy Court.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto. After Closing, Buyer may subsequently freely transfer and dispose of its rights and property interests in the Purchased Assets, without notice to or approval by the Bankruptcy Court.

6.4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

6.5. Jurisdiction and Attorney's Fees. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought exclusively in the Bankruptcy Court. The parties also agree that the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in such a suit, action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

6.6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Receipt of a counterpart by facsimile or by e-mail transmission of a .pdf file shall suffice for purposes of the previous sentence.

6.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and

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understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

6.8. *Enforcement.* This Agreement shall be enforced to the maximum extent permitted by law.

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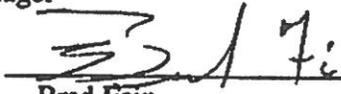
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

THE BANKRUPTCY ESTATE OF GLOBAL ENTERTAINMENT CORPORATION

Joseph B. Atkins, in his capacity as Chapter 7 Trustee of the Bankruptcy Estate of Global Entertainment Corporation, Nevada Bankruptcy Case No. 14-17306-led

PRESCOTT VALLEY SIGNATURE ENTERTAINMENT, LLC,
an Arizona limited liability company

By: The Fain Companies, LLC
Its: Manager

By: 
Brad Fain
Its: Member

PHOENIX 54097-1 190933v2

PHOENIX 54097-1 190933v3A

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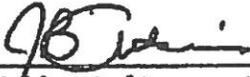
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

THE BANKRUPTCY ESTATE OF GLOBAL ENTERTAINMENT CORPORATION

Approval + agreement

 Joseph B. Atkins, in his capacity as Chapter 7 Trustee of the Bankruptcy Estate of Global Entertainment Corporation, Nevada Bankruptcy Case No. 14-17306-led *1-7-15*

Joseph B. Atkins
 Joseph B. Atkins

PRESCOTT VALLEY SIGNATURE ENTERTAINMENT, LLC,
an Arizona limited liability company

By: The Fain Companies, LLC
Its: Manager

By: _____
Brad Fain
Its: Member

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PHOENIX 54097-1 180933v3A


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TRUSTEE'S BILL OF SALE

For good and valuable consideration, receipt of which is hereby acknowledged, Brian D. Shapiro, solely in his capacity as Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Global Entertainment Corporation ("Debtor"), the Debtor in certain proceedings pending in the United States Bankruptcy Court for the District of Nevada ("Bankruptcy Court"), Case No. 14-17306-led ("Estate"), hereby grants, bargains, sells, conveys, and transfers unto J A Flats, Inc., an Arizona corporation ("Buyer"), along with Buyer's successors and assigns, to have and to hold forever, all of the Debtor's and the Estate's rights and interests in and to the following:

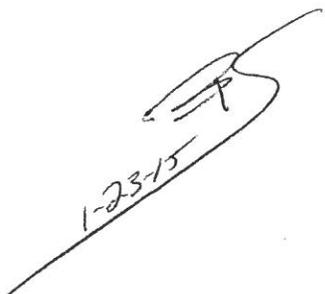
Alcoholic Beverage License No. 06130080 (Series 6 Spirituous Liquor), issued by the Arizona Department of Liquor Licenses and Control

This Bill of Sale is executed and delivered by the Trustee in accordance with the Asset Purchase Agreement between the Estate and Prescott Valley Signature Entertainment, LLC, which has nominated and designated the Buyer, which Asset Purchase Agreement was approved by the Bankruptcy Court pursuant to its *Order Approving: (I) Sale of Certain Estate Assets Free and Clear; and (Ii) Assumption And Assignment Of Management Contract* entered on January 20, 2015 [Docket No. 48].

DATED effective as of January 26, 2015.

TRUSTEE


Brian D. Shapiro, solely in his capacity as
Chapter 7 Trustee of the Bankruptcy Estate of
Global Entertainment Corporation



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SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

- 1. Distance to nearest school: ^{1575 ft.}~~0.3 MILES~~ ft. Name of school Liberty Traditional School
Address 3300 N. Lake Valley Road, Prescott Valley, AZ 86314
City, State, Zip _____
- 2. Distance to nearest church: ^{4225 ft}~~0.8 MILES~~ ft. Name of church Fountain-Life Community Church
Address 3160 N. Lynx Lake Road, Prescott Valley, AZ 86314
City, State, Zip _____
- 3. I am the: Lessee Sublessee Owner Purchaser (of premises)
- 4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
- 5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0-
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 6. What type of business will this license be used for (be specific)? Arena

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SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 06130080 (exactly as it appears on license) Name Global Entertainment Corporation, Owner
 Events Center- J Craig Johnson, Agent

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 _____ and license #: _____
 Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

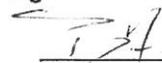
As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
 month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.



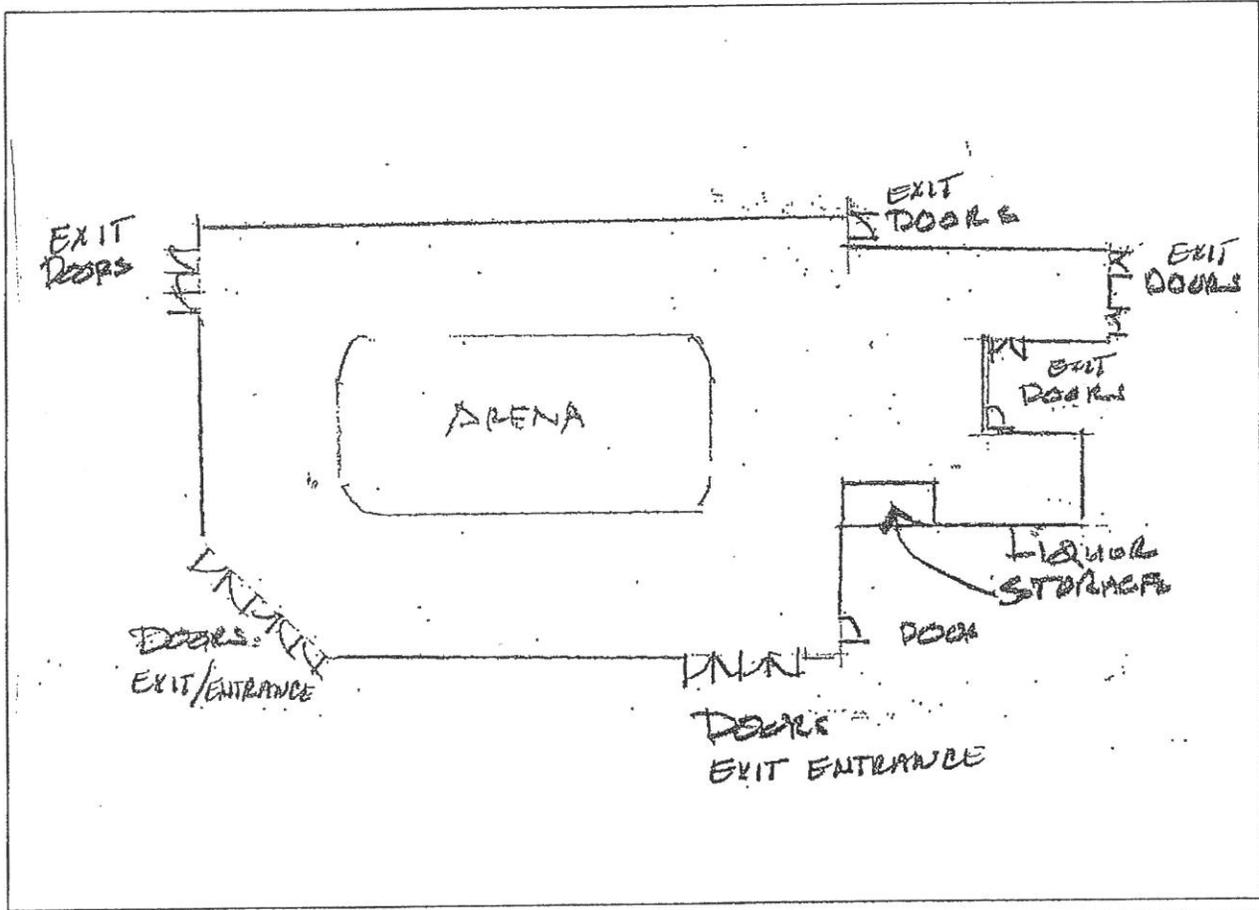
applicants initials

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SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

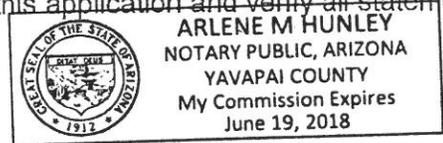


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SECTION 16 Signature Block

I, J A Flats, Inc. Sean Bradlee Fain, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X *Sean B. Fain*
(signature of applicant listed in Section 4, Question 1)
Sean B. Fain, President and Agent



State of ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this 27th of January, 2015
Day Month Year

Arlene M. Hunley
signature of NOTARY PUBLIC

My commission expires on : 19th June 2018
Day Month Year