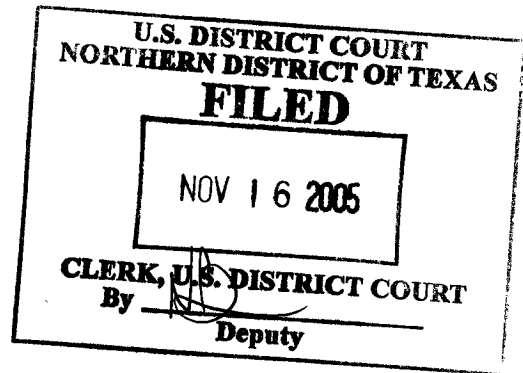


Sw/o
ORIGINAL

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

SECURITIES AND EXCHANGE COMMISSION, §
§
Plaintiff, §
§
v. §
§
MEGAFUND CORPORATION, STANLEY A. §
LEITNER, SARDAUKAR HOLDINGS, IBC., §
BRADLEY C. STARK, CIG, LTD., and §
JAMES A. RUMPF, Individually and d/b/a §
CILAK INTERNATIONAL, §
§
Defendants, §
§
and §
§
PAMELA C. STARK, §
§
Relief Defendant. §

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



**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 Lincoln Navigator (the “Navigator”) which is titled in the name of Bradley Stark. The Receiver has possession of the Navigator.

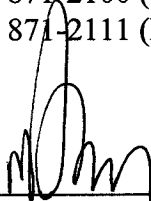
3. Subsequent to his appointment, the Receiver has been actively marketing the Navigator for sale. As a result of those marketing efforts, the Receiver has received an offer from Brooks Morris to purchase the Navigator for \$26,000.00, subject to final approval by this Court. The Navigator has been involved in a wreck and repaired at least once and has several deferred maintenance items that need to be fixed. The used car market is extremely soft. It is the belief of the Receiver that the purchase price represents the fair market value of the Navigator, and a sale at the offer price is in the best interest of the receivership estate. The Navigator is still relatively new and, accordingly, the fair market value will likely decline quickly. Accordingly, the Receiver requests that the Court authorize him to sell the Navigator, free and clear of all liens, claims and encumbrances, to Brooks Morris. To the Receiver's knowledge, there are no known liens or encumbrances against the Navigator.

WHEREFORE, PREMISES CONSIDERED, the Receiver requests that the Court enter an order authorizing him to sell the Navigator to Brooks Morris 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)

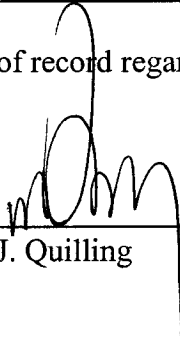
By: _____


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 16th day of November, 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

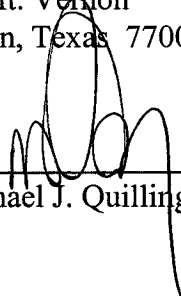
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Michael J. Quilling