

EXHIBIT “5”
(Liquidating Trust Agreement)

LIQUIDATING TRUST AGREEMENT

This Agreement and Declaration of Trust (the "Agreement") is executed as of January __, 2008, by MCA Financial Group, Ltd. ("MCA"), by and through its President, Morris C. Aaron, as Trustee for the Beneficiaries of this Trust to act on their behalf (hereinafter called the "Trustee").

RECITALS

A. The "First Amended Plan of Liquidation filed by First Magnus Financial Corporation" dated October 31, 2007 (as amended confirmed, the "Plan") filed by First Magnus Financial Corporation (the "Debtor"), the Debtor and Debtor-In-Possession in the Chapter 11 case No. 4:07-bk-01578 pending in the United States Bankruptcy Court for the District of Arizona (the "Bankruptcy Court") has been confirmed by the Bankruptcy Court. Under the Plan, certain Assets are transferred to the First Magnus Liquidating Trust for the benefit of certain classes of Creditors of the Debtor.

B. Upon the terms and subject to the conditions of this Agreement, the Trustee has agreed to accept the Liquidating Trust Estate (defined below) in trust and to hold and administer the Liquidating Trust Estate for the benefit of the Beneficiaries (defined below).

TERMS

1. Conveyance of Liquidating Trust Estate. Pursuant to the Plan, all Assets of the Debtor and the Estate are transferred and vested in the First Magnus Liquidating Trust to be held and administered by the Trustee in trust hereunder.

2. Definitions. For purposes of this Agreement, unless the context otherwise requires the following terms will have the definitions indicated. Unless otherwise indicated, capitalized terms used in this Agreement and Declaration of Trust will correspond to the defined terms used in the Plan.

a. Beneficiary means each of the Holders and their permitted transferees as the same shall appear in the records of the Trustee from time to time.

b. Holders means, collectively, the holders of Allowed Claims in Classes 1 through 6 of the Plan.

c. Liquidating Trust Estate means, collectively: (i) the Assets transferred to the First Magnus Liquidating Trust pursuant to the Plan; and (ii) such additional or different corpus as the Trustee may from time to time acquire and hold in trust.

d. Plan means the plan of liquidation described above. A copy of the Plan, along with the Bankruptcy Court's order confirming the Plan, is attached hereto as Exhibit "1", and is by this reference incorporated herein.

e. First Magnus Liquidating Trust or Trust means the trust created pursuant to this Agreement and Declaration of Trust in accordance with the Plan.

f. Trustee means the Trustee named in this Agreement and its respective successors.

g. Advisory Board means a board, consisting of three (3) persons (“Advisory Board Members”) nominated by the Committee, who will consult with the Trustee on how best to administer, liquidate, and distribute the Liquidating Trust Estate. In the event of any disagreement between the Trustee and the Advisory Board, the decision of the Advisory Board will control unless the amount in controversy is less than or equal to \$750,000. The Trustee will reimburse the Advisory Board and the Advisory Board Members for reasonable and necessary out of pocket expenses (including reasonable attorneys’ fees) incurred in consulting with the Trustee on how best to administer, liquidate, and distribute the Liquidating Trust Estate.

3. Nature and Purpose of Trust. The purpose of the Trust is to hold, administer and liquidate the Liquidating Trust Estate, and to collect and distribute to the Beneficiaries the income and the proceeds of the sale of the Liquidating Trust Estate, all in accordance with the provisions of the Plan. The Trust is a liquidating trust pursuant to which the Trustee is to hold the Liquidating Trust Estate and dispose of all or part of the same in accordance with this Agreement and Declaration of Trust and the Plan. This Agreement and Declaration of Trust is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Trustee or Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Beneficiaries to the Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Agreement. This Trust is intended to qualify as a “grantor trust” for state and federal income tax purposes, and the Trustee will operate the Trust in compliance with laws and regulations governing grantor trusts under state and federal law.

4. Unknown Property and Liabilities. The Trustee shall be responsible for only the Assets delivered to him, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

5. Limitation of Liability. Neither the Trustee nor any of the Beneficiaries shall be personally liable with respect to any liabilities or obligations of the Trust or any liabilities or obligations relating to the Liquidating Trust Estate, including, without limitation, those arising under this Agreement or with respect to the Trust or the Liquidating Trust Estate, and all persons dealing with the Trust must look solely to the Liquidating Trust Estate for the enforcement of any claims against the Trust or the Liquidating Trust Estate.

6. Rights of Beneficiaries. Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder. Each Beneficiary shall take and hold his beneficial interest subject to all of the terms and provisions of this Agreement. The interest of a Beneficiary of the Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary’s interest shall pass to the legal representative of such Beneficiary and such death, insolvency or incapacity shall not terminate or affect the validity of this Agreement. A Beneficiary shall have no title to, right to, possession of, management of, or

control of, the Liquidating Trust Estate except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Liquidating Trust Estate, but the whole title to all the Liquidating Trust Estate shall be vested in the Trustee and the sole interest of the Beneficiaries shall be the rights and benefits given to such persons under this Agreement.

7. Limit on Transfer of Interests of Beneficiaries. The interest of a Beneficiary in the Trust may not be transferred in whole or in part except by will, intestate succession, or as otherwise approved by the Bankruptcy Court or the Trustee.

8. No Legal Title in Beneficiaries. No Beneficiary shall have legal title to any part of the Liquidating Trust Estate. No transfer by operation of law or otherwise, of the right, title and interest of any Beneficiary in and to the Liquidating Trust Estate or hereunder shall operate to terminate this Trust or entitle any successor or transferee of such Beneficiary to an accounting or to the transfer to it of legal title to any part of the Liquidating Trust Estate.

9. Duration of Trust. This Trust shall terminate on the later: of (i) the date that is two (2) years after the transfer of the Assets to the Trust; or (ii) the date upon which all of the Liquidating Trust Estate has been distributed to the Beneficiaries and there are no remaining assets expected to be received in the Liquidating Trust Estate.

a. Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until its duties have been fully performed. Upon distribution of the entire Liquidating Trust Estate, the Trustee shall retain for a period of one (1) year the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the Trust. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and final distribution of the entire Liquidating Trust Estate, the Trustee shall have no further duties or obligations hereunder.

10. Administration of Trust Estate. In accordance with the Bankruptcy Court's order approving the establishment of the Trust, the Debtor will provide the Trustee with a list of creditors with Claims in Classes 1 through 4 of the Plan. Within the time frames stated in the Plan, or as soon thereafter as practicable, the Trustee shall make the distributions from the Trust to Beneficiaries in accordance with the terms of the Plan. The Trustee shall retain appropriate reserves with respect to Disputed Claims until they are either Allowed Claims or disallowed by a final, non-appealable order of the Bankruptcy Court, and such other reserves as the Trustee deems necessary in his reasonable judgment.

a. Final Distribution. If the Trustee shall determine that the remaining assets of the Trust may be conveniently distributed, or if the existence of the Trust shall terminate, the Trustee shall, as expeditiously as is consistent with the conservation and protection of the Liquidating Trust Estate, distribute the Liquidating Trust Estate to the Beneficiaries.

b. De Minis Distributions. The Trustee shall not be required to make any distribution to the Holder of an Allowed Claim if the amount of such distribution is less than \$5.00.

c. Reports to Beneficiaries. As soon as practicable after the termination of the Trust, the Trustee shall submit a written report to the Beneficiaries (which report shall constitute the accounting of the Trust) showing the assets administered and the distributions made by the Trustee. The Trustee may submit a similar report for any interim period as he deems advisable. Any Beneficiary who fails to object in writing to any such report or account within sixty (60) days after such report or account is first furnished to the Beneficiaries shall be deemed to have assented thereto and approved the contents thereof.

11. Specific Powers of Trustee. Subject to the limitations stated below, the Trustee shall have the following specific powers in addition to any powers conferred upon him by any other provision of this Agreement or by virtue of any present or future statute or rule of law in all instances without any action or consent required by the Beneficiaries:

(a) to sell, transfer, assign or deal in any other manner with any of the Liquidating Trust Estate in such manner as the Trustee may deem advisable consistent with the terms of the Plan;

(b) to collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to the Trust and to give full discharge and acquittance therefor;

(c) pending sale or other disposition or distribution, to retain all or any assets constituting part of the Liquidating Trust Estate regardless of whether or not such assets are, or may become, underproductive, unproductive or a wasting asset (the Trustee shall be permitted to keep any part of the Liquidating Trust Estate as may be in cash, or as may be converted into cash, uninvested for a reasonable period of time and the Trustee shall not be chargeable with interest thereon);

(d) to retain and set aside funds out of the Liquidating Trust Estate as the Trustee shall deem necessary or appropriate to pay, or provide for the payment of (i) the unpaid liabilities, debts or obligations of the Trust, (ii) contingencies, and (iii) the expenses of administering the Liquidating Trust Estate;

(e) to do and perform any acts or things necessary or appropriate for the conservation and protection of the Liquidating Trust Estate, including acts or things necessary or appropriate to maintain assets held by the Trustee pending sale or other disposition thereof or distribution thereof to the Beneficiaries, and in connection therewith to employ attorneys, accountants, brokers, or other agents and to confer upon them such authority as the Trustee may deem necessary or appropriate, and to pay reasonable compensation therefor;

(f) to engage in, intervene in, prosecute, join, defend, compound, settle, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, controversies, demands or other litigation relating to the

Trust, the Liquidating Trust Estate or the Trust's affairs, to enter into agreements relating to the foregoing, whether or not any suit is commenced or claim accrued or asserted and, in advance of any controversy, to enter into agreements regarding arbitration, adjudication or settlement thereof, all in the name of the Trust if necessary or appropriate;

(g) to file any and all documents and take any and all such other action as the Trustee, in his sole judgment, may deem necessary in order that the Trustee may lawfully carry out the purposes of the Trust in any jurisdiction;

(h) to do all things necessary or appropriate to perform any obligations required to be performed by the Trust under the terms of any agreement for the sale of any of the Trust assets, including the execution and delivery of any deeds, assignments, bills of sale or other instruments of conveyance necessary or appropriate to transfer and convey such assets; and

(i) to consult with the Advisory Board on all matters germane to the administration, liquidation, and distribution of the Liquidating Trust Estate.

12. Limitations on Trustee. The Trustee shall not at any time, on behalf of the Trust or Beneficiaries, (i) enter into or engage in any trade or business, and no part of the Liquidating Trust Estate or the proceeds, revenue or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business, or (ii) except as provided below, reinvest any assets.

a. The Trustee may invest and reinvest funds held in the Liquidating Trust Estate only in certificates of deposit, other time deposits, or other bank accounts with a bank or trust company which is organized under the laws of the United States of America or any state thereof having surplus and undivided profits aggregating in excess of \$100,000,000.

b. The Trustee shall be restricted to the holding, collection, conservation, protection and administration of the Liquidating Trust Estate in accordance with the provisions of this Agreement and the Plan, and the payment and distribution of amounts as set forth herein for the purposes set forth in this Agreement. Any determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative except as otherwise provided in section 2(g) above.

13. Liability of Trustee. The Trustee shall not be liable to the Trust or any Beneficiary for any act or omission of the Trustee, Beneficiary, or agent of the Trust, or be held to any personal liability whatsoever in tort, contract, or otherwise in connection with the affairs of the Trust, except for liabilities arising from the Trustee's bad faith, willful misfeasance or reckless disregard of duty. The Trustee shall not be liable except for the performance of any duties and obligations as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Trustee. In addition to, and not in limitation of the foregoing, no successor Trustee shall in any way be liable for the acts or omissions of any Trustee or agent of the Trust occurring prior to the date on which it became a Trustee.

14. Express Exculpatory Clauses in Instruments. As far as practicable, the Trustee shall cause any written instrument creating an obligation of the Trust to include a reference to this Agreement and to provide that neither the Beneficiaries nor the Trustee shall be liable thereunder and that the other parties to such instrument shall look solely to the Liquidating Trust Estate for the payment of any claim thereunder or the performance thereof, provided, however, that the omission of such provision from any such instrument shall not render any Beneficiary or the Trustee liable nor shall the Trustee be liable to anyone for such omission.

15. Indemnification of Trustee. The Trustee shall be entitled to indemnification out of the Liquidating Trust Estate against any losses, liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits or claims (collectively, "Expenses") which the Trustee may incur or sustain by reason of being or having been a Trustee of the Trust or for performing any functions incidental to such service; provided, however, that the foregoing shall not relieve the Trustee for liability for bad faith, willful misfeasance or reckless disregard of duty. The indemnification provided in this paragraph shall not be deemed exclusive of any other rights to which the Trustee may be entitled pursuant to any other agreement or otherwise, both as to action as Trustee and as to action in any other capacity while holding such office, and shall continue as to a person or entity that has ceased to be a Trustee and shall inure to the benefit of the successor and legal representatives of such entity.

16. Protection of Persons Dealing with the Trustee. Any transfer of the Liquidating Trust Estate, or part thereof, shall bind the Beneficiaries and shall be effective to transfer all right, title and interest of the Trustee and the Beneficiaries in and to the Liquidating Trust Estate or such part thereof. No purchaser of the Liquidating Trust Estate or any portion thereof shall be required to inquire as to the authorization, necessity, expediency or regularity of such transfer or as to the application of any proceeds thereof. Any person dealing with the Trustee shall be fully protected in relying upon a certificate signed by the Trustee that he has authority to take any action under this Agreement.

17. Compensation of Trustee. As compensation for his services as Trustee under this Agreement, the Trustee shall be entitled to receive from the Liquidating Trust Estate a fee equal to three percent (3%) of the funds distributed to Beneficiaries from the Trust. In addition, the Trustee shall be reimbursed out of the Liquidating Trust Estate for all expenses (including fees and expenses of legal counsel and other advisors) reasonably incurred in accordance with this Agreement. The Trustee shall have the right to deduct from the Liquidating Trust Estate any funds deemed necessary by the Trustee to pay for any unpaid compensation for his services and to pay any loss, cost, damage, fee or expense (including counsel fees) incurred by the Trustee as a result of his acting as Trustee hereunder or in connection with the performance of his duties under this Agreement.

18. Resignation of Trustee. The resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment in accordance with the provisions of this Agreement. The Trustee may resign from the Trust by mailing notice thereof to each of the Beneficiaries which notice shall constitute notice for a meeting of Beneficiaries to elect a successor Trustee in accordance with this Agreement. If the Trustee resigns, Beneficiaries holding a majority of the beneficial interests shall elect a successor Trustee to replace the Trustee. If the Trustee is removed or if a

vacancy exists in the office of Trustee for any reason other than the resignation of the Trustee, the Beneficiaries holding a majority of the beneficial interests shall appoint a successor Trustee to replace the retiring Trustee. Notwithstanding the foregoing, the Trustee or any Beneficiary may petition the Bankruptcy Court or any other court of competent jurisdiction for the appointment of a successor Trustee if a vacancy exists and a successor Trustee has not been appointed, or if good cause exists to remove the Trustee.

a. Acceptance of Appointment by Successor Trustee. Any successor Trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the retiring Trustee hereunder and thereupon the successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Trust hereunder with like effect as if originally named herein; but the retiring Trustee nevertheless shall, when requested in writing by the successor Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Trustee upon the trust herein expressed, all the estates, properties, rights, powers and trusts of such retiring Trustee, and shall duly assign, transfer, and deliver to such successor Trustee all property and money held hereunder.

19. GOVERNING LAW, CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED IN SUCH STATE. THE TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ARIZONA AND OF THE UNITED STATES OF AMERICA LOCATED IN ARIZONA FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

MCA FINANCIAL GROUP, LTD, as Trustee of
the First Magnus Liquidating Trust

By: _____

Morris C. Aaron
President, MCA Financial Group, Ltd.
Trustee