

Peggy Hunt (Utah State Bar No. 6060)
Chris Martinez (Utah State Bar No. 11152)
Tyson C. Horrocks (Utah State Bar No. 12557)

DORSEY & WHITNEY LLP

136 South Main Street, Suite 1000

Salt Lake City, UT 84101-1685

Telephone: (801) 933-7360

Facsimile: (801) 933-7373

Email: hunt.peggy@dorsey.com

martinez.chris@dorsey.com

horrocks.tyson@dorsey.com

Attorneys for Court-Appointed Receiver R. Wayne Klein

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

NATIONAL NOTE OF UTAH, LC, a Utah
Limited Liability Company and WAYNE
LaMAR PALMER, and individual,

Defendants.

**RECEIVER'S MOTION AND
MEMORANDUM IN SUPPORT
REQUESTING ORDER APPROVING
(1) PUBLIC SALE OF PROPERTY
FREE AND CLEAR OF INTERESTS,
(2) METHOD AND FORM OF
PUBLICATION NOTICE, AND (3)
PUBLIC AUCTION PROCEDURES**

(EAST MEADOWS)

2:12-cv-00591 BSJ

The Honorable Bruce S. Jenkins

R. Wayne Klein, the Court-Appointed Receiver (the "Receiver") of National Note of Utah, LC, its subsidiaries and affiliates, and the assets of Wayne LaMar Palmer, by and through his counsel and pursuant to 28 U.S.C. §§ 2001(a) and 2002 and the *Order Appointing Receiver and Staying Litigation* entered by this Court in this case, respectfully requests that the Court

enter the proposed Order attached hereto as **Exhibit B**, approving (1) the public sale of certain real property described below pursuant to public sale free and clear of interests; (2) the Receiver's proposed method and form of publication notice for the public sale; and (3) approving the Receiver's proposed auction procedures governing such public sale set forth below. This Motion is supported by the Declaration of R. Wayne Klein, Receiver (the "Receiver Declaration").

MEMORANDUM OF SUPPORT

I.

BACKGROUND

1. On June 25, 2011, the above-captioned case was commenced by the Securities and Exchange Commission (the "SEC") against Defendants National Note of Utah, LC ("NNU") and Wayne LaMar Palmer ("Palmer") (collectively, the "Receivership Defendants"), and in conjunction therewith the Court entered, in relevant part, an Order Appointing Receiver and Staying Litigation (the "Receivership Order").¹ Pursuant to the Receivership Order, the Receiver was appointed, and NNU, and forty-one of its affiliated companies (the "Palmer Entities"), including Homeland Development I (collectively for purposes of this Motion, "NNU"), and all Palmer's assets were placed in the Receiver's control.²

2. The Court has directed and authorized the Receiver to, among other things, do the following:

- "[D]etermine the nature, location and value of all property interests of the Receivership Defendants and the Palmer Entities . . . [.]"³

¹ Docket No. 9 (Receivership Order).

² See generally, *id.*

³ *Id.* at ¶ 7(A).

- “To take custody, control and possession of all Receivership Property and records . . . [.]”⁴
- “To use Receivership Property for the benefit of the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court[.]”⁵
- “[T]o take immediate possession of all real property of the Receivership Defendants and the Palmer Entities”⁶
- “[T]ransfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.”⁷
- “[L]ocate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.”⁸
- “[S]ell, and transfer clear title to, all real property in the Receivership Estates” upon order of the Court “pursuant to procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004.”⁹

II.

REAL PROPERTY TO BE SOLD AT AUCTION

3. Since his appointment, the Receiver has identified numerous real properties as being part of the Receivership Estate, and where appropriate has listed such properties for sale.¹⁰

⁴ *Id.* at ¶ 7(B).

⁵ *Id.* at ¶ 7(D).

⁶ *Id.* at ¶ 19.

⁷ *Id.* at ¶ 37.

⁸ *Id.* at ¶ 38.

⁹ *Id.* at ¶ 39.

¹⁰ Receiver Declaration ¶ 4.

4. Relevant to the present Motion is real property located at 126 North 500 East, Vernal, Utah, including 46 mobile homes owned by Land Utah, LC, one storage unit, and any additional mobile homes located on the Property that are later determined to belong to the Receivership (collectively, the “Property”).¹¹ The Property is more particularly described as:

BEGINNING AT A POINT ON THE WEST SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS NORTH 0°03'25" WEST 474 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH ALONG SAID SECTION LINE NORTH 0°3'25" WEST 186 FEET; THENCE NORTH 89°57'04" EAST 377.14 FEET PARALLEL TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION; THENCE NORTH 0°03'25" WEST 487 FEET; THENCE SOUTH 89°57'04" WEST 377.15 FEET TO THE WEST SECTION LINE OF SAID SECTION; THENCE NORTH 0°03'25" WEST 66 FEET ALONG SAID WEST SECTION LINE; THENCE NORTH 89°57'04" EAST 402.57 FEET; THENCE NORTH 0°03'25" WEST 112.85 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89°48'45" EAST 927.20 FEET ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 0°02'35" EAST 272.10 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°57'04" WEST 75.90 FEET; THENCE SOUTH 0°03'25" EAST 582 FEET; THENCE SOUTH 89°57'04" WEST 1254 FEET TO THE POINT OF BEGINNING. TOGETHER WITH AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SEWAGE LINES DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24; TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE MERIDIAN; THENCE NORTH 500 FEET; THENCE WEST 40 FEET; THENCE SOUTH 500 FEET; THENCE EAST 40 FEET TO THE POINT OF BEGINNING.¹²

Value and Marketing of the Property

5. The Receiver obtained an appraisal of the Property on or about November 6, 2012 from Kenneth C. McCoy at McCoy Appraisals, Inc. (the “First Appraisal”), a copy of the

¹¹ Receiver Declaration ¶ 5.

¹² See Receiver Declaration, Exh. D (Title Report).

Appraisal is attached to the Receiver Declaration as Exhibit A for the Court's review.¹³ The First Appraisal values the real property, not including the mobile homes and storage units, as having a value of \$1,395,000.¹⁴

6. The Receiver obtained a second appraisal of the Property on or about December 10, 2012 from Gary R. Free and Stan C. Craft at Free and Associates, Inc. (the "Second Appraisal"), a copy of the Appraisal is attached to the Receiver Declaration as Exhibit B for the Court's review.¹⁵ The Second Appraisal values the real estate and the mobile homes as having a value of \$700,000.¹⁶

7. The average appraised value of the First Appraisal and the Second Appraisal of the Property is \$1,047,500.¹⁷

8. The Receiver received three offers for the Property in September and October, 2012 prior to listing the Property for sale. Based on the First Appraisal, those offers were low. Thus, after receiving the Second Appraisal, and after two months of operating history with a new property manager thereby resulting in monthly profits, the Receiver approached the initial offerors and received two new offers. The Receiver ultimately decided that the "Stalking Horse Bid" described below is the highest and best bid as of this time.¹⁸

¹³ Receiver Declaration ¶ 6 & Exh. A (First Appraisal). Because the Receiver proposes a public sale, appointment of three appraisers by the Court is not required. *See* 28 U.S.C. § 2001(a). But, the Receiver has provided the Court with a copy of the First Appraisal that he obtained for review.

¹⁴ Receiver Declaration, Exh. A, p. 35.

¹⁵ Receiver Declaration ¶ 7 & Exh. B (Second Appraisal). Because the Receiver proposes a public sale, appointment of three appraisers by the Court is not required. *See* 28 U.S.C. § 2001(a). But, the Receiver has provided the Court with a copy of the Second Appraisal that he obtained for review.

¹⁶ Receiver Declaration, Exh. B, p. 48.

¹⁷ *See* Receiver Declaration, Exhs. A and B

¹⁸ Receiver Declaration ¶ 8.

The Proposed Purchase Agreement and Stalking Horse Bid at Auction

9. On April 4, 2013, the Receiver accepted an offer to purchase the Property, subject to existing leases and rental agreements with current tenants, pursuant to the terms of the “Purchase Agreement” attached to the Receiver Declaration as Exhibit C. Pursuant to the Purchase Agreement, buyer will purchase the Property for \$1,025,000, and it has provided the Receiver with a \$25,000 deposit. The offer is subject to higher and better offers.¹⁹

10. If occupancy on the Property falls to 35 spaces or less (equal to 53% occupancy or less) prior to the auction, the buyer has the option to cancel the Purchase Agreement and receive a full refund of the down payment.²⁰

11. The Purchase Agreement has been negotiated by the Receiver with the prospective purchaser in good faith and at arm’s length.²¹

12. The Receiver proposes using this offer as a stalking horse bid (the “Stalking Horse Bid”) at the public auction described below.²²

Sale Costs and Net Sale Proceeds

13. The Receiver anticipates paying the ordinary costs of the sale, including market-rate closing costs.²³

14. Any interests against the Property, other than closing costs and property taxes, will not be paid at the time of closing of the sale. Rather, as proposed, any such interests (to the

¹⁹ Receiver Declaration ¶ 9 & Exh. C, ¶ 5 (Purchase Agreement).

²⁰ Receiver Declaration ¶ 10 & Exh. C, ¶ 4.

²¹ Receiver Declaration ¶ 11.

²² Receiver Declaration ¶ 12.

²³ Receiver Declaration ¶ 13.

extent that they exist and without any waiver of the Receiver's rights and defenses related thereto) will survive the sale and will attach to the net sale proceeds, these being the sale proceeds, less the ordinary costs of sale (the "Net Sale Proceeds").²⁴

15. The Receiver will separately account for the Net Sale Proceeds pending resolution of any disputes related to interests that may exist against the Property.²⁵

Free and Clear Sale

16. The Receiver proposes to sell the Property free and clear of all interests therein, with any interests that may exist attaching to the Net Sale Proceeds. In so doing, the Receiver is in no way waiving any rights, claims, interests or defenses to any claims or interests made against the Property or to the Net Sale Proceeds.²⁶

17. To determine interests, if any against the Property, the Receiver obtained a preliminary title report (the "Title Report"),²⁷ a copy of which is attached as Exhibit D to the Receiver Declaration.

18. According to the Title Report, the following exceptions to title exist: (a) property taxes for the period of 2010-2012; (b) five Assignments of Beneficial Interests have been filed against the Property; and (c) two Deeds of Trust have been filed against the Property, the holders of which are identified on the Certificate of Service attached hereto.²⁸

19. A copy of this Motion is being served on the holders of these purported

²⁴ Receiver Declaration ¶ 14.

²⁵ Receiver Declaration ¶ 15.

²⁶ Receiver Declaration ¶ 16.

²⁷ Receiver Declaration ¶ 17 & Exh. D (Title Report).

²⁸ Receiver Declaration, Exh. D (Title Report).

interests.²⁹

Best Interests

20. The Receiver believes that the sale of Property as proposed is beneficial for and in the best interests of the Receivership Estate based on the appraised value of the Property and the amount of the Stalking Horse Bid, which was obtained through good faith and arms' length negotiations.³⁰

21. The Stalking Horse Bid is nearly equal to the average appraised value, and through the proposed auction, the purchase price cannot go lower and might increase. In addition, there are no real estate commissions related to this sale.³¹

22. Notice of the auction described below will be served on all persons who submitted offers to purchase the Property during the Receiver's initial marketing of the Property, and will be posted on the Receiver's website.³²

23. The SEC has been informed of the material terms of the sale, and has no objection thereto.³³

APPLICABLE LAW

24. The Receivership Order, as set forth above anticipates the relief sought by the Receiver herein and is within the scope of his duties under that Order.³⁴

²⁹ Receiver Declaration ¶ 18 & Certificate of Service.

³⁰ Receiver Declaration ¶ 19.

³¹ Receiver Declaration ¶ 20.

³² Receiver Declaration ¶ 21.

³³ Receiver Declaration ¶ 22.

³⁴ See *supra* ¶¶ 1-2.

25. Section 2001(a) of title 28 of the United States Code permits the Receiver to sell property of the receivership estate:

[A]t public sale in the district wherein such receiver was first appointed, at the courthouse of the county, parish, or city situated therein in which the greater part of the property in such district is located, or on the premises or some parcel thereof located in such county, parish, or city, as such court directs.³⁵

26. Section 2002 of title 28 of the United States Code requires that notice of such public sale be published:

[O]nce a week for at least four weeks prior to the sale in at least one newspaper regularly issued and of general circulation in the county, state, or judicial district of the United States wherein the realty is situated.³⁶

REQUESTED RELIEF

27. The Receiver requests that the Court enter the proposed Order attached hereto, thus (a) authorizing the sale of the Property free and clear of interests; (b) approving the form and method of publication notice as proposed herein; and (c) approving the proposed “Auction Procedures” described below.

Sale Free and Clear of Interests

28. Sale of the Property as proposed is within the scope of the Receiver’s authority under the Receivership Order as quoted in ¶ 2 above and 28 U.S.C. §§ 2001(a) and 2002 both quoted in ¶¶ 25 and 26 above, it is in the best interests of the Receivership Estate, and the sale serves the purposes of the receivership by providing a “realization of the true and proper value” of the Property.³⁷

29. The Court may order a sale of the Property free and clear of interests, provided

³⁵ 28 U.S.C. § 2001(a).

³⁶ 28 U.S.C. § 2002.

³⁷ Receivership Order ¶ 38; Receiver Declaration ¶ 19.

that parties claiming interests against the property are given proper notice. Here, such notice will be provided, with any interests that may ultimately be determined to exist attaching to the Net Sale Proceeds.³⁸

30. Upon completion of the sale and after the conclusion of the public auction discussed below, the Receiver will file with the Court a “Notice of Sale Results,” stating the purchase price that was obtained at public auction and reporting on the Net Sale Proceeds of the sale. This Notice of Sale Results will be served on those parties asserting interests in the Property noted in ¶¶ 18-19 above.³⁹

Publication Notice

31. To comply with the requirement of publication notice set forth in 28 U.S.C. § 2002, the Receiver seeks approval of the method and form of publication notice of the proposed sale of the Property described above.

32. Accordingly, the Receiver proposes that the following notice be published in *The Salt Lake Tribune*, a newspaper published in Salt Lake City, Utah, and in *The Vernal Express*, a newspaper published in Vernal, Utah, once a week for a period of four weeks prior to the public sale (the “Publication Notice Time”):

R. Wayne Klein, Receiver for National Note of Utah, LC and its affiliated entities (the “Receiver”) in the civil case styled as *Securities and Exchange Comm. v. National Note of Utah, LC et al.*, Civ. Case No. 2:12-cv-00591 (D. Utah) (“Civil Case”), gives notice of his intent to sell certain real property known as 126 North 500 East, Vernal, Utah, including 46 mobile homes, one storage unit, and any additional mobile homes located on the Property that are later determined to belong to the Receivership (collectively, the “Property”), through a public auction to the highest bidder payable in lawful money of the United States on the __ day of _____, 2013 at the hour of ____ on the Property at the above stated address, or as may be continued from time to time by the Receiver (the “Auction”). The Property will be sold at the Auction free and clear of all

³⁸ Receiver Declaration ¶ 14.

³⁹ Receiver Declaration ¶ 23.

interests, “as is” with no representations and warranties. The Receiver has accepted an initial bid of \$1,025,000 with a \$25,000 down payment to act as the opening “Stalking Horse Bid” at Auction. Only “Qualified Bidders” may participate in the Auction. To be a Qualified Bidder, you must comply with the “Auction Procedures” that have been approved in the Civil Case, which Auction Procedures may be obtained on the Receiver’s website (<http://www.kleinutah.com/index.php/receiverships/national-note-of-utah-lc>) or upon request made to the Receiver’s counsel at: Dorsey & Whitney LLP, attn: Michelle Montoya, 136 South Main Street, Suite 1000, Salt Lake City, Utah 84101; montoya.michelle@dorsey.com. The deadline for Qualified Bidders to submit bids, or the “Bid Deadline,” is 5:00 p.m. (Mountain), _____, 2013.

Auction Procedures

33. The Receiver requests that the Court enter an Order approving the following proposed procedures to govern the public sale (collectively, or as may be amended by the Court’s Order, the “Auction Procedures”), a copy of which are attached hereto as **Exhibit A**:

- a. The Receiver may conduct an auction of certain real property known as 126 North 500 East, Vernal, Utah, including 46 mobile homes owned by Land Utah, LC, one storage unit, and any additional mobile homes located on the Property that are later determined to belong to the Receivership (collectively, the “Property”), at the conclusion of the Publication Notice Time (the “Auction”) in accordance with these Auction Procedures.
- b. The Receiver will facilitate reasonable requests for inspections of the Property by interested parties prior to the “Bid Deadline” (defined below).
- c. Pursuant to the Purchase Agreement attached as Exhibit C to the Receiver Declaration, the Receiver has received an offer to purchase the Property for \$1,025,000.00 which includes a \$25,000.00 down payment, subject to higher and better bids at the Auction (the “SH Agreement”). The Receiver is treating the offer in the SH Agreement as the opening bid at Auction and is referred to herein as the “Stalking Horse Bid.”
- d. To participate in the Auction, the potential purchaser must be a “Qualified Bidder.”
- e. No person will deemed to be a Qualified Bidder unless the person:
 - i. Delivers to the Receiver for the benefit of the Receivership Estate cash or a cashier’s check in the amount of \$25,000.00 as an initial deposit (all such deposits and the deposit posted in conjunction with the Stalking Horse Bid, being collectively, the “Initial Deposit”), by no later than 5:00

- p.m. Mountain Time at least two business days prior to the date set for the Auction (the "Bid Deadline");
- ii. Agrees in writing that its Initial Deposit is non-refundable pending the Sale Closing Date (defined below) and will be applied as set forth in these Auction Procedures;
 - iii. Agrees in writing to the approved Auction Procedures;
 - iv. Represents and warrants in writing that it has the ability to perform at Auction and on the Sale Closing Date (defined below);
 - v. Agrees in writing that the sale of the Property is "AS IS" with no representations and warranties; and
 - vi. Appears in person or through a qualified agent at the Auction and performs at Auction, as determined in the sole discretion of the Receiver, as provided in these Auction Procedures.
- f. If no Qualified Bidders exist on the expiration of the Bid Deadline, the Receiver, in his sole discretion, need not conduct the Auction and may sell the Property to the holder of the Stalking Horse Bid pursuant to the terms of the SH Agreement and such sale shall be deemed to be a sale of the Property at public auction under all applicable law.
- g. The Receiver will conduct the Auction. The Auction shall proceed in rounds. Bidding at the Auction shall begin with an initial minimum overbid of the Stalking Horse Bid in an amount of \$5,000.00 in cash, and shall subsequently continue in \$5,000.00 minimum cash overbid increments. However, the holder of the Stalking Horse Bid will be allowed to match any bid made by a Qualified Bidder without increasing such bid by the \$5,000 minimum cash overbid amount. Bidding will continue until the Receiver determines that he has received the highest and best offer for the Property, at which time he will close the Auction, with the person making the last bid prior to the Receiver's close of the Auction bound to purchase the Property pursuant to the terms of the approved Auction Procedures (the "Successful Bidder").
- h. Each Qualified Bidder and the holder of the Stalking Horse Bid agree that its last offer made is irrevocable until the date that sale of the Property closes to the Successful Bidder (the "Sale Closing Date").
- i. Each Initial Deposit shall be retained by the Receiver until Sale Closing Date. On the Sale Closing Date, the Initial Deposit of the Successful Bidder will be applied to the purchase price accepted at Auction by the Receiver. Within ten business days of Sale Closing Date, the Receiver shall return all other Initial Deposits. In

the event that the Successful Bidder's sale does not close, the Receiver (i) shall retain the Initial Deposit of the Successful Bidder as damages, and (ii) the Qualified Bidder who made the next highest and best offer at Auction (the "Back-Up Bid") shall be deemed the Successful Bidder. The Initial Deposit of the Qualified Bidder with the Back-Up Bid shall be applied by the Receiver to the purchase offer made at Auction. The Receiver may repeat the same Back-Up Bid procedure provided herein to each Qualified Bidder, in the order of the highest and best offers received at Auction.

- j. Immediately upon the close of the Auction, the Successful Bidder must (i) sign a purchase agreement on terms materially similar to the terms of sale stated in SH Agreement; and (ii) must deliver to the Receiver an additional non-refundable deposit of 10% of the purchase price accepted at Auction (the "10% Deposit"). In the event that the Sale Closing Date does not occur for the Successful Bidder, the Successful Bidder's Initial Deposit and this 10% Deposit will be retained by the Receiver as damages.

34. The Receiver submits that the proposed Auction Procedures are permitted under 28 U.S.C. §§ 2001(a) and 2002 and, therefore, requests that the Court approve the same.

CONCLUSION

Accordingly, for the reasons set forth herein, the Receiver requests that the Court enter the proposed Order attached hereto as Exhibit B, thus (a) authorizing the sale of the Property free and clear of interests; (b) approving the form and method of publication notice as proposed herein; and (c) approving the proposed Auction Procedures. The Receiver also requests any other relief appropriate under the circumstances.

DATED this 5th day of April, 2013.

DORSEY & WHITNEY LLP

/s/ Tyson C. Horrocks
Peggy Hunt
Chris Martinez
Tyson C. Horrocks

Attorneys for Receiver

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that service of the above **RECEIVER'S MOTION AND MEMORANDUM IN SUPPORT REQUESTING ORDER APPROVING (1) PUBLIC SALE OF PROPERTY FREE AND CLEAR OF INTERESTS, (2) METHOD AND FORM OF PUBLICATION NOTICE, AND (3) PUBLIC AUCTION PROCEDURES (EAST MEADOWS)** was filed with the Court on this 5th day of April, 2013 and served via ECF on all parties who have requested notice in this case.

/s/ Tyson C. Horrocks

Furthermore, I certify that on the 5th day of April, 2013, the **RECEIVER'S MOTION AND MEMORANDUM IN SUPPORT REQUESTING ORDER APPROVING (1) PUBLIC SALE OF PROPERTY FREE AND CLEAR OF INTERESTS, (2) METHOD AND FORM OF PUBLICATION NOTICE, AND (3) PUBLIC AUCTION PROCEDURES (EAST MEADOWS)** was served on the following parties by U.S. Mail postage prepaid:

David Barton and Lisa Barton
4646 Highland Drive
Salt Lake City, UT 84117

Roger R. Brockbank
874 East 5900 South, Ste 102
Murray, UT 84107

Summit Exchange Services, LLC
c/o John Mayo or Tina Riggs
257 East 200 South, Ste 700
Salt Lake City, UT 84111

APS, Diane O. Hendrickson
4168 West 12600 South, Ste 300
Riverton, UT 84096

Silver Beaver Management, LLC
c/o Jared N. Parrish
Prince Yeates & Geldzahler
15 W. South Temple St., Ste 1700
Salt Lake City, UT 84101

Wendi Long
Uintah County Treasurer
147 E Main
Vernal, UT 84078

APS, Diane O. Hendrickson
c/o Jared N. Parrish
Prince Yeates & Geldzahler
15 W. South Temple St., Ste 1700
Salt Lake City, UT 84101

Blue Diamond Investments, LP
c/o Jared N. Parrish
Prince Yeates & Geldzahler
15 W. South Temple St., Ste 1700
Salt Lake City, UT 84101

Eagle Mountain Consulting, Inc.
c/o Jared N. Parrish
Prince Yeates & Geldzahler
15 W. South Temple St., Ste 1700
Salt Lake City, UT 84101

/s/ Tyson C. Horrocks