

Peggy Hunt (Utah State Bar No. 6060)
Chris Martinez (Utah State Bar No. 11152)
Jeffrey M. Armington (Utah State Bar No. 14050)

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

armington.jeff@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**

(EXPRESSWAY UNIT # 215)

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 its affiliated companies (the "Palmer Entities"), including Expressway Business Park, LLC (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 . . . [.]”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. Relevant to the present Motion is an approximately .053 acre property containing 2,310 square feet of warehouse space, known as Expressway Business Park Condominium

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.

Development, Unit # 215 located at 1151 East 1010 North, Spanish Fork, Utah (“Expressway Unit # 215” or the “Property”).¹¹ The Property is more particularly described as:

LOT 215, EXPRESSWAY BUSINESS PARK CONDO PHASE 2, Spanish Fork, Utah, the same as identified in the recorded survey map as Entry No. 163806:2006 and Map Filing No. 2006-133 (as said recorded survey map may have heretofore been amended or supplemented), and in the Declaration of Covenants recorded as Entry No. 163807:2006 (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the appurtenant non-exclusive easement interest in said project’s common areas as established in the Declaration of Covenants.¹²

Value and Marketing of the Property

5. The Receiver obtained an appraisal of the Property on or about May 15, 2013 from John Limpert at Van Drimmelen & Associates, Inc. (the “Appraisal”), a copy of the Appraisal is attached to the Receiver Declaration as Exhibit A for the Court’s review.¹³ The Appraisal values the Property at \$125,000.¹⁴

6. The Receiver did not list the Property for sale through a realtor and thus will avoid paying roughly 6-8% of the purchase price for the Property in commissions.¹⁵

7. The Receiver ultimately decided that the “Stalking Horse Bid” described below is the highest and best offer at this time and that he would sell the Property at a public sale.¹⁶

The Purchase Agreement and Stalking Horse Bid at Auction

8. On July 10, 2013, the Receiver received an offer to purchase the Property from

¹¹ Receiver Declaration ¶ 5.

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

¹³ Receiver Declaration ¶ 6 & Exh. A (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 Appraisal that he obtained for the Court’s review.

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

¹⁵ Receiver Declaration ¶ 7.

¹⁶ Receiver Declaration ¶ 8.

CTLRSF4Plex (“CTLR”) pursuant to the terms of the “Purchase Agreement” attached to the Receiver Declaration as Exhibit B.¹⁷ Pursuant to the Purchase Agreement, CTLR will purchase the Property for \$112,500.00, and it has provided the Receiver with a \$15,000 escrow deposit.¹⁸ The Purchase Agreement is also subject to CTLR’s ability to obtain bank financing for the remaining purchase price of the Property within thirty days of the execution of the Purchase Agreement.¹⁹ CTLR’s offer is also subject to higher and better offers.²⁰

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

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

Sale Costs and Net Sale Proceeds

11. The Receiver did not retain a broker to sell the Property. Thus, the Receiver will not pay any broker fees related to the sale of the Property and he anticipates paying only the ordinary costs of the sale including market-rate closing costs and delinquent property taxes at the time of closing of the sale of the Property.²³

12. 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

¹⁷ Receiver Declaration ¶ 9.

¹⁸ Upon information and belief, the purchaser’s financing to purchase the Property has been pre-approved by the lending institution. See Receiver Declaration ¶ 11.

¹⁹ Receiver Declaration ¶ 10 & Exh. B (Purchase Agreement).

²⁰ Receiver Declaration ¶ 11 & Exh. B (Purchase Agreement).

²¹ Receiver Declaration ¶ 12.

²² Receiver Declaration ¶ 13.

²³ Receiver Declaration ¶ 14.

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

13. 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

14. 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

15. 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 C to the Receiver Declaration.

16. According to the Title Report, the following exceptions to title exist: (a) property taxes for the period of 2008-2012; (b) various easements; and (c) one insider Deed of Trust in the amount of \$2,022,200.00 dated March 31, 2005, executed by Expressway Business Park, LLC as trustor in favor of National Note of Utah, LC as beneficiary, as modified, which also covers other land.²⁸

17. The Receiver has also identified approximately 72 persons/entities holding

²⁴ Receiver Declaration ¶ 15.

²⁵ Receiver Declaration ¶ 16.

²⁶ Receiver Declaration ¶ 17.

²⁷ Receiver Declaration ¶ 18 & Exh. C (Title Report).

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

Assignments of Beneficial Interest in the Property (the “ABI Holders”). To facilitate the proposed sale of the Property, the Receiver proposes allowing any interests in the Property, including the identified and remaining interests asserted by the ABI Holders, to attach to the Net Sale Proceeds while he evaluates the validity of such interests. 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.²⁹

18. As set forth in the Certificate of Service attached hereto, a copy of the Motion is being served on the relevant taxing authorities and each of the ABI Holders. A copy of the Receiver Declaration and attached exhibits will be posted on the Receiver’s website and will be available upon request.³⁰

Best Interests

19. 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.³¹

20. The Stalking Horse Bid is equal to approximately 90% of the appraised value, and through the proposed auction, the purchase price cannot go lower and might increase.³²

21. Notice of the auction described below will be published and will be posted on the Receiver’s website.³³

²⁹ Receiver Declaration ¶ 19.

³⁰ Receiver Declaration ¶ 20.

³¹ Receiver Declaration ¶ 21.

³² Receiver Declaration ¶ 22.

³³ Receiver Declaration ¶ 23.

22. The SEC has been informed of the material terms of the sale, and has no objection thereto.³⁴

APPLICABLE LAW

23. 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.³⁵

24. 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.³⁶

25. 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.³⁷

REQUESTED RELIEF

26. 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

³⁴ Receiver Declaration ¶ 24.

³⁵ *See supra* ¶¶ 1-2.

³⁶ 28 U.S.C. § 2001(a).

³⁷ 28 U.S.C. § 2002.

27. 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 ¶¶ 24 and 25 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.³⁸

28. The Court may order a sale of the Property free and clear of interests, provided 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.³⁹

29. 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 paragraphs 16 and 17 above.⁴⁰

Publication Notice

30. 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.

31. 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 *Provo Daily Herald*, a newspaper published in Utah County, Utah and distributed to Spanish Fork, Utah, once

³⁸ Receivership Order ¶ 38; Receiver Declaration ¶ 21.

³⁹ Receiver Declaration ¶ 16.

⁴⁰ Receiver Declaration ¶ 25.

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 Expressway Business Park Condominium Development, Unit # 215 located at 1151 East 1010 North, Spanish Fork, Utah (the “Property”), more particularly described as LOT 215, EXPRESSWAY BUSINESS PARK CONDO PHASE 2, 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 interests, “as is” with no representations and warranties. The Receiver has accepted an initial bid of \$112,500.00 with a \$15,000.00 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

32. 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 Expressway Business Park Condominium Development, Unit # 215 located at 1151 East 1010 North, Spanish Fork, Utah (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 B** to the Receiver Declaration, the Receiver has received an offer to purchase the Property for \$112,500.00 which includes a \$15,000.00 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 be 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 \$15,000.00 as an initial deposit (all such deposits and the deposit posted in conjunction with the Stalking Horse Bid, being collectively, the “Initial Deposit”) along with written proof of the Qualified Bidder’s ability to obtain financing by the date of the Auction or a written representation that the Qualified Bidder’s offer will be in cash, 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.
33. 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 29th day of July, 2013.

DORSEY & WHITNEY LLP

/s/ Jeffrey M. Armington
Peggy Hunt
Chris Martinez
Jeffrey M. Armington

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 (EXPRESSWAY UNIT # 215)** was filed with the Court on this 29th day of July, 2013 and served via ECF on all parties who have requested notice in this case.

/s/ Jeffrey M. Armington

Furthermore, I certify that on the 29th day of July, 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 (EXPRESSWAY UNIT # 215)** was served on the following parties by U.S. Mail postage prepaid:

Ainsworth, Dan M.
PO Box 571083
Murray, UT 84157

Browning, LaVola S.
1305 South 800 West
Woods Cross, UT 84087

Atencio, Christopher
34 Villa Point
Newport Beach, CA 92660

Bryant, Michael & Sheila
385 Bridle Path Terrace
Sparks, NV 89441

Atencio, Christopher
34 Villa Point
Newport Beach, CA 92660

Cardone, Mark & Lisa R.
2047 East 9060 South
Sandy, UT 84093

Baldwin, Kent or E. Kaye
2296 West Sunnyside Drive
Cedar City, UT 84720

Chase Trust
(Jared A. & Stephanie P.)
5571 Junction Peak Drive
Sparks, NV 89436

Entrust Administration Inc.
FUB Anita K. Bashaw
555-12th Street, #1250
Oakland, CA 94607

Christensen, Ruth
544 East 6880 South
Midavle, UT 84047

Entrust Administration Inc.
FUB Michael L. Bashaw
555-12th Street, #1250
Oakland, CA 94607

Cole, Cliff & Ruth
945 East 75 North
Bountiful, UT 84010

Beatty, Mary E. or William J.
765 West 17th Street
Ogden, UT 84404

Coon, Richard
16819 Yorkfield Court
Purcellville, VA 20132

Brasher, Kimberly J.
3893 E. Memorial Road
Edmond, OK 73013

American Pension Services, Inc.
FUB Javier Del Carpio
4168 West 12600 South, Ste 300
Riverton, UT 84096

American Pension Services, Inc.
FUB I. Kurt Brooks
4168 West 12600 South, Ste 300
Riverton, UT 84096

Del Carpio, Javier
6642 Kalopa Street
Honolulu, HI 96825

Flynn, David L.
460 South 400 East
Bountiful, UT 84010

Gepp, George & Sally
633 E. Main Street, Unit A5
Moorestown, NJ 08057-3027

Gonzalez, Ricardo Vazquez
406 Niles Way, Apt 189
Reno, NV 89506

Gridley, Evan or Tiffanie McCoy
1357 Floyd Avenue
Sunnyvale, CA 94087

Hall, Ted C.
12402 North Division Street
#213, Spokane, WA 99218

Halvorson, Darold & Alyce
13926 51st Street NW, Route 148
Williston, ND 58801

American Pension Services, Inc.
FUB G. Rodney Heath
4168 West 12600 South, Ste 300
Riverton, UT 84096

Heath, G. Rodney
2098 South 850 East
Bountiful, UT 84010

Heaton, Ken & Iris
123 2nd Avenue, #811
Salt Lake City, UT 84103

Henderson, Karan or Willie
14004 Palawan Way, PH 5
Marina Del Rey, CA 90292

Hyde, Hunter T.
10144 Eden Ridge Dr.
South Jordan, UT 84095

Janiga, Mark
5327 190th Lane NE
Wyoming, MN 55092

American Pension Services, Inc.
FUB Cedric Johnson
4168 West 12600 South, Ste 300
Riverton, UT 84096

Johnson, Cedric
39945 Charles Town Pike
Hamilton, VA 20158

K&G Management, LLC
501 West Main Canyon Road
Wallsburg, UT 84082

Keeton, Timothy F.
28 Stockton Drive
Middletown, RI 02482

Licciardo, Robert & Audrey
2303 Walden View Lane
Lincoln, CA 95648

Livingston, La Von H. & Lynn
759 North Catherine Street
Salt Lake City, UT 84116

Lofthouse, Larry or Evy
248 East 13800 South, Unit 42
Draper, UT 84020

Maddock, Dan or David
PO Box 166
Lysite, WY 82642

McCool, Robert & Lori
14574 Millards Road
Poway, CA 92064

Menesini Revocable Trust
(Isabella)
402 Leona Avenue
Yerington, NV 89447

Mortensen, Michael J. & Lois G.
8001 South 1300 West
West Jordan, UT 84088

Musso, Dave & Lori
627 29th Avenue
San Mateo, CA 94403

Olson Profit Sharing Plan (Kristine S.)
7720 SW Macadam Avenue, #29
Portland, OR 97219

Olson, Kristine S.
7720 SW Macadam Avenue, #29
Portland, OR 97219

Olson, Lonny R. & Melinda L.
29543 Serenity Lane
Murrieta, CA 92563

Patten, Kathy Tate
11687 S. Thornberry Drive
Draper, UT 84020

Perpetual Income Family Limited
Partnership LLP
5806 Trail Ride Drive
Moseley, VA 23120

American Pension Services, Inc.
FUB Cherry Ann Redd
4168 West 12600 South, Ste 300
Riverton, UT 84096

American Pension Services, Inc.
FUB Phillip Redd
4168 West 12600 South, Ste 300
Riverton, UT 84096

Reyes, David & Marion
& Nicholas A J Charron
6626 Brennan Avenue
West Hills, CA 91307

Scheuller, H. Coleman
PO Box 3032
Augusta, ME 04330

American Pension Services, Inc.
FUB Douglas Schmidt
4168 West 12600 South, Ste 300
Riverton, UT 84096

Schmidt, Douglas
2896 West 7085 South
West Jordan, UT 84084

Su, Xiaoping
43763 Carrleigh Court
Ashburn, VA 20147

Tate, Willard R. & Nadine C.
1610 West 100 North, Unit #10
St. George, UT 84770

Thompson Jr., Robert L.
36554 Stony Point Road
Purcellville, VA 20132

Turner, Tim & LaRue
2558 West 6830 South
West Jordan, UT 84084

Tuxon, Linda
1655 Marvel Way
Reno, NV 89502

Walden, Michael
8782 Manahan Drive
Ellicott City, MD 21043

Williams, Al
Box 2656
Williston, ND 58802

Wilson, Jay B. & Sukja G.
48953 Casablanca Court
Indio, CA 92201

Woodman, John F. & Carolyn B.
5999 Nightengale Road
Gilmer, TX 75645

/s/ Jeffrey M. Armington