

APN: 12-003-0084 : 12-003-0085

WHEN RECORDED RETURN TO:

OZ10 Opportunity Fund, LLC
1810 West 700 North, Ste. 100
Lindon, UT 84042

Esc: 1032564-JH

RECEIVER'S DEED

For \$10 and other valuable consideration, this Receiver's Deed, made this 28th day of December, 2020, by GEO Investments, LLC, a Utah limited liability company ("Grantor") in favor of OZ10 Opportunity Fund, LLC, a Utah limited liability company ("Grantee"), is as follows:

WHEREAS, R. Todd Neilson (the "Receiver") is the receiver for the Grantor pursuant to an *Order Granting Plaintiff's Application for Order Appointing Receiver and for Preliminary Injunction* entered by the Superior Court of the State of California for the County of Los Angeles, Probate Division (the "California Court") on July 26, 2018 as thereafter clarified and amended (the "Receivership Order") in an action designated as *Farrell v. Williamson*, Case No. 17STPB03682, and as recognized by the Third Judicial District Court in and for Salt Lake County, State of Utah pursuant to an *Order Granting Petition to Appoint Ancillary Receiver and Give Effect to California Receivership Order* ("Ancillary Order"). A copy of the Receivership Order and the Ancillary Order are attached hereto as Exhibits A and B respectively.

WHEREAS, the Receiver continues to serve as the receiver of the Grantor, and has all rights related to the Grantor as set forth in the Receivership Order, recognized in the State of Utah pursuant to the Ancillary Order.

WHEREAS, consent has been obtained from the "Notice Parties" (as defined in the Receivership Order) to sell the Real Property (as defined below) to Grantee or the California Court has authorized the sale of the Real Property to the Grantee, and thus the Receiver is duly authorized to sell Grantor's right, title and interest in real property located in Davis County, State of Utah, known by the street addresses of 230 and 246 South State Street, Clearfield, UT 84015:

PARCEL 1:

BEGINNING ON THE WEST LINE OF AN EXISTING HIGHWAY, AT A POINT WHICH IS SOUTH 89°46'20" EAST 705.10 FEET ALONG THE CENTER LINE OF THE SECTION, AND SOUTH 37°21' EAST 170 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 37°21' EAST 109.69 FEET ALONG THE WESTERLY LINE OF SAID HIGHWAY: THENCE NORTH 89°46'20" WEST 195.7 FEET; THENCE NORTH 37°21' WEST 109.69 FEET; THENCE SOUTH 89°46'20" EAST 197.70 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVER THE EASTERLY 20 FEET OF THE NORTH 140 FEET OF THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING ON THE EASTERLY LINE OF A RAILROAD RIGHT OF WAY AND ON THE SOUTH LINE OF A ROAD AT A POINT EAST 72.52 FEET AND SOUTH 23.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, IN THE CITY OF CLEARFIELD AND RUNNING THENCE EAST 531.28 FEET ALONG THE SOUTH LINE OF A ROAD; THENCE SOUTH 37°26' EAST 140.0 FEET ALONG A LINE 120.0 FEET WEST OF AND PARALLEL TO THE WESTERLY LINE OF A STATE HIGHWAY; THENCE NORTH 89°46'20" WEST 75.70 FEET; THENCE SOUTH 37°21' EAST 78.38 FEET PARALLEL TO SAID HIGHWAY; THENCE WEST 444.15 FEET TO A POINT WHICH IS 199.45 FEET SOUTH 29°56' EAST AND 107.78 FEET SOUTH 83°58' EAST AND 13.97 FEET SOUTH 39°02'16" EAST AND 1.95 FEET SOUTH 0°14'30" WEST FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 0°14'30" EAST 1.95 FEET; THENCE NORTH 39°02'16" WEST 13.97 FEET; THENCE NORTH 83°58' WEST 46 FEET; THENCE NORTH 29°56' WEST 179.45 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

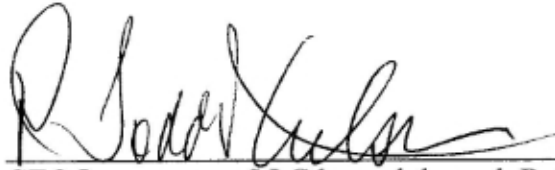
PARCEL 2:

BEGINNING ON THE WESTERLY LINE OF A HIGHWAY, 45.0 FEET PERPENDICULARLY DISTANT SOUTHWESTERLY FROM THE CENTER LINE THEREOF, AT A POINT SOUTH 89°46'20" EAST 705.10 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 37°21' EAST 279.69 FEET ALONG SAID HIGHWAY FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 37°21' EAST 81.60 FEET; THENCE NORTH 89°46'20" WEST 195.70 FEET; THENCE NORTH 37°21' WEST 81.60 FEET; THENCE SOUTH 89°46'20" EAST 195.70 FEET TO THE POINT OF BEGINNING.

(the "Real Property")

NOW, THEREFORE, for \$10 and further consideration, Grantor, through the Receiver, does hereby grant and convey unto Grantee, all of the right, title and interest of Grantor in and to the Real Property.

IN WITNESS WHEREOF, Grantor has executed this Receiver's Deed the day and year first above written.



GEO Investments, LLC by and through R. Todd Neilson,
Receiver

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 21 day of December, 2020, personally appeared before me R. Todd Neilson, Receiver for GEO Investments, LLC, who duly acknowledged to me that he executed the above Receiver's Deed as the duly-appointed receiver for GEO Investments, LLC.



Notary Public



Exhibit 'A'

02038051A

1 PEGGY HUNT (*pro hac vice pending*)
2 DORSEY & WHITNEY LLP
3 111 S. Main Street Suite 2100
4 Salt Lake City, UT 84111-2176
5 Telephone: (801) 933-7360
6 Facsimile: (801) 933-7373
7 Email: hunt.peggy@dorsey.com

8 THOMAS T. HWANG (218678)
9 DORSEY & WHITNEY LLP
10 305 Lytton Ave
11 Palo Alto, CA 94301
12 Telephone: (650) 857-1717
13 Facsimile: (650) 857-1288
14 Email: hwang.thomas@dorsey.com

15 *Proposed Attorneys for Receiver R. Todd Neilson*

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**
19 **PROBATE DIVISION**

20 ANNE FARRELL, KATHERINE BLACK
21 GARCIA, CHRISTOPHER BLACK, and
22 DAVID FARRELL, and each of them, as
23 co-Trustees of the George B. and Ruth
24 Williamson Trust as Amended and Restated
25 April 18, 2005; DAVID and ANNE
26 FARRELL and each of them as nominated
27 co-Executors of the Estate of Ruth
28 Williamson; LAURA BLACK as an
individual and as an interested person as to
Ruth Williamson, deceased; KATHERINE
BLACK GARCIA, CHRISTOPHER
BLACK, AND HENRY BLACK and each
of them as co-trustees of the Laura Black
101 Trust, and ANNE FARRELL as an
interested person as to Ruth Williamson,
deceased,

Plaintiffs,

vs.

THOMAS D. WILLIAMSON, etc., et al.,

Defendants.

FILED
Superior Court of California
County of Los Angeles

OCT 29 2018

Sherril R. Carter, Executive Officer/Clerk
By Sylvia De La Garza, Deputy

Case No. 17STPB03682 (YC071983)
(Assigned to Hon. Daniel Juarez)

**ORDER CLARIFYING AND MODIFYING
ORDER APPOINTING RECEIVER AND
PRELIMINARY INJUNCTION**

[Action filed: April 27, 2017]

Trial Date: None set

Hearing Date: October 5, 2018

Time: 10:00 a.m.

Department: 67

1 The *Motion For Clarification and Modification of Order Appointing Receiver And*
2 *Preliminary Injunction* (the "Motion") of R. Todd Neilson, the temporary trustee and receiver
3 appointed in the above-captioned action (the "Receiver"), came on for hearing at 10:00 a.m. on
4 October 5, 2018, in Department 67 of the above-captioned Court. Appearances were noted on
5 the record. The Court has read and considered the Motion and supporting papers, the authorities
6 contained therein and the arguments presented at the hearing on the Motion; it appearing that due
7 notice of the Motion has been given, and upon consideration of the record herein, and after due
8 deliberation and good and sufficient cause appearing therefore,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion is **GRANTED**.
11 2. The Court hereby clarifies the *Order Granting Plaintiffs' Application for Order*
12 *Appointing Receiver and for Preliminary Injunction* filed on July 26, 2018 and as corrected by
13 the [*Corrected*] *Order Granting Plaintiffs' Application For Order Appointing Receiver And For*
14 *Preliminary Injunction* entered on August 16, 2018, the "Receiver Order", with the
15 modifications set forth herein. All modifications outlined herein apply as of July 26, 2018.

16 3. Paragraph (1) of the Receiver Order is modified to read as follows:

17 (1) R. Todd Neilson is hereby appointed, pursuant to California Probate Code Section
18 16420 and California Code of Civil Procedure Section 564, as temporary trustee and
19 receiver ("Receiver") of the purported Ruth Williamson 2011 Trust Dated August 11,
20 2011 (the "Purported 2011 Trust"), and all real and personal property, including, but not
21 limited to, securities, and bank accounts, held in the name of the Purported 2011 Trust.
22 In addition to the powers and authority set forth in this Paragraph (1) and Paragraphs (2)
23 through (17) of this Order, the Receiver shall have the power to bring and defend
24 actions in his own name as Receiver, keep and/or transfer possession of property of the
25 Purported 2011 Trust, receive rents, collect debts, disburse trust funds, review and audit
26 pending, contemplated and/or recently closed sales and/or transfers of real property and
27 all such powers authorized by California Code of Civil Procedure §§ 568, 568.5;

28 4. Paragraph (2) of the Receiver Order is modified to read as follows:

 (2) R. Todd Neilson is hereby appointed pursuant to Cal. Civ. Proc. Code Section 564 to
oversee manage, monitor and audit the operations, finances and books and records of
GBW Investments, Inc., GEO Investments LLC, Meadowbrook, LLC, Hidden Lake
Property, LLC, Rolling Hills, LLC and South Willow Mobilehome, LLC (collectively,
the "Entities"). In addition to the powers and authority set forth in this Paragraph (2) and

1 Paragraphs (1) and (3) through (17) of this Order. The Receiver shall have the power to
2 bring and defend actions in his own name as Receiver, keep and/or transfer possession
3 of property of the Entities, receive rents, collect debts, disburse Entity funds, review
4 pending, contemplated and/or recently closed sales and/or transfers of real property and
5 all such powers authorized by California Code of Civil Procedure §§ 568, 568.5;

6 5. Paragraph (3) of the Receiver Order is modified to read as follows:

7 (3) Thomas Williamson and any other officer, director or manager of any Entity
8 including, without limitation, Mike Brunner on behalf of himself or as authorized
9 representative of Patricia Brunner, shall have no authority over any real or personal
10 property, held in the name of the Purported 2011 Trust and shall have no authority over
11 the operations, finances and books and records of the Entities until further notice, and
12 specifically, Mr. Williamson and any other officer, director or manager of any Entity
13 shall have no authority to sell, transfer, mortgage, encumber, or dispose of any of the real
14 property held in the name of the Purported 2011 Trust or owned by the Entities; and

15 6. Paragraph (4) of the Receiver Order is modified to read as follows:

16 (4) Thomas Williamson and any other officer, director or manager of any Entity
17 including, without limitation, Mike Brunner on behalf of himself or as authorized
18 representative of Patricia Brunner, is hereby preliminarily enjoined, restrained and
19 enjoined from transferring, removing, or otherwise using, encumbering, or disposing of
20 assets (including monies) held in the name of the Purported 2011 Trust or belonging to
21 the Entities or otherwise interfering with the discharge of the Receiver's duties.

22 7. Paragraph (6) of the Receiver Order is modified to read as follows:

23 (6) Receiver shall file and serve his intended fees to which the parties may respond. The
24 Receiver shall receive compensation and reimbursement of expenses subject to the terms
25 and procedures of this Paragraph (6). The Receiver's fees and expenses shall be charged
26 at a rate of \$ 450 per hour. The Receiver's hourly rate may be adjusted at the
27 commencement of each calendar year. No more than once a month and no less than
28 every three months, the Receiver shall follow the following procedure with respect to his
fees and expenses (the "Compensation Procedure"):

29 (a) The Receiver shall serve copies of his invoice for the applicable period (the
30 "Receiver Invoice") on Katherine Black Garcia, Christopher Black and Henry
31 Black as Trustees of The Laura Black 101 Trust; Laura Black; Mike Brunner,
32 individually and as personal representative of Patricia Brunner; Sue Shreeve;
33 and Thomas Williamson (collectively, the "Notice Parties");

34 (b) The Receiver may make payment on the Receiver Invoice from assets of the
35 receivership estate as a cost of the estate fourteen (14) days after service of the
36 Receiver Invoice, provided no objection has been filed with the Court and
37 served on the Receiver as set forth below:

- 1 (c) In the event that any Notice Party has a concern related to the Receiver
2 Invoice, that Party must first contact the Receiver within the fourteen (14) day
3 period, and if the concerns are not adequately addressed, the Notice Party
4 shall file and serve on the Receiver a written objection to the Receiver Invoice
5 within fourteen (14) days of service of the Receiver Invoice;
- 6 (d) If an objection is timely filed and served, the Notice Party will schedule a
7 hearing on the objection within fourteen (14) days or as soon thereafter as the
8 Court's calendar shall permit. In such instance, payment shall be made
9 pursuant to an order of the Court unless otherwise resolved with the applicable
10 Notice Party; and
- 11 (e) All of the Receiver's fees and all his expenses incurred in accordance with
12 Local Rule 4.43 of the Local Rules of the Superior Court of California,
13 County of Los Angeles (the "Local Rules") in connection with the
14 Receivership Estate shall be expenses of, and paid for by the
15 Receivership Estate.

16 8. In addition to Paragraphs 1-7 of the Receiver Order, the following Paragraphs are
17 added to the Receiver Order to further clarify the Receiver's role in this case:

18 (8) Possession of Receivership Properties. The Receiver shall take
19 possession, custody and control of the Purported 2011 Trust and the Entities, and
20 all rights and properties thereunder including, without limitation, all related
21 leases, rents, collateral, contracts, deposit accounts, real property, personal
22 property, equipment, fixtures, general intangibles, instruments, intellectual
23 property, inventory, investment property, letter-of-credit rights, liquid assets,
24 receivables, records, causes of action, and all rents and proceeds from any of the
25 foregoing, and all books, documents, papers and records relating to any of the
26 foregoing, wherever located (collectively, the "Receivership Properties"). The
27 assets of the Purported 2011 Trust are disputed. For purposes of this Order, and
28 without prejudice to any party, the Receivership Properties include the assets of
the George B. and Ruth Williamson Trust as Amended and Restated April 18,
2005, (together with the Purported 2011 Trust, the "Williamson Trusts").
Nothing in the characterization of the Purported 2011 Trust or Williamson Trusts
herein is binding in any litigation related to the creation, validity or extent of the
Purported 2011 Trust.

(9) Turnover of Receivership Properties. All persons with actual or
constructive notice of this Order, and their respective affiliates, officers, directors,
managers, representatives, shareholders, members, employees, and agents are
directed forthwith to turn over to the Receiver all of the Receivership Properties,
and any and all rights, things, properties and matters thereunder not specifically
described in this Order, but which are reasonably necessary for the Receiver to
perform his duties as described herein. Any portion of the Receivership Properties
in any person's possession that is not turned over to the Receiver, and over which
the Receiver has no control, shall remain the obligation of that party and shall not

1 become an obligation of the Receiver without further order of the Court. In the
2 event that any person with actual or constructive notice of this Order fails to
3 comply with this Order, the Receiver shall be entitled to file a motion to compel
4 turn over and delivery with the Court. Unless the circumstances warrant
5 otherwise, the Receiver shall provide written notice to the person of his intent to
6 file such motion at least three (3) days prior to filing the motion. In addition to
7 Paragraphs (3) and (4) of this Order, all persons with actual or constructive notice
8 of this Order must refrain from:

- 9 (a) Committing or permitting any waste to the Receivership Properties
10 or any act in violation of law with respect to the Receivership
11 Properties;
- 12 (b) Demanding, collecting, or in any other way diverting or using any
13 of the proceeds or rents attributable to the Receivership Properties;
- 14 (c) Interfering in any manner with the discharge of the Receiver's
15 duties under this Order;
- 16 (d) Filing any petition or declaration of bankruptcy on behalf of any of
17 the Receivership Properties without prior approval from the Court;
- 18 (e) Selling, transferring, disposing, encumbering, or concealing the
19 Receivership Properties, or any rights or property thereunder,
20 without prior approval from the Court; and
- 21 (f) Doing any act that will impair the preservation of the Receivership
22 Properties or claims of this Receivership Estate.

23 (10) General Duties of Receiver. Subject to further orders of this Court,
24 and without limiting Paragraphs (1) and (2) of this Order, the Receiver shall:

- 25 (a) Investigate the nature and extent of the Receivership Estate,
26 including its assets and liabilities, and make written reports to the
27 Notice Parties or the Court when deemed necessary by the
28 Receiver or ordered by the Court;
- (b) Administer maintain, operate, manage, control and conduct the
business of the Receivership Properties and incur the expenses
necessary in such operation, management, control, and conduct in
the ordinary and usual course of business, and do all things and
incur the risks and obligations ordinarily incurred by owners,
managers, and operators of similar properties and no such risks or
obligations so incurred shall be the personal risk or obligation of
the Receiver, but shall be a risk or obligation of the Receivership
Estate;

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- (c) Take all action necessary, as determined in the Receiver's reasonable discretion, to protect the Receivership Properties from harm, damage, destruction and/or waste;
- (d) Expend money coming into his possession to administer, maintain, operate, manage, control and conduct the business of the Receivership Properties and to administer this Receivership Estate, including, in the Receiver's business judgment and sole discretion, expending money of one of the Receivership Properties for the use of another if such expenditure is required to preserve the Receivership Properties; *provided however*, that the Receiver shall keep an accounting of which of the Receivership Properties the money was paid and of the Receivership Properties for whose benefit it was paid;
- (e) Hold and retain all money that may come into his possession, custody, and control by virtue of his appointment and that is not expended for any authorized purpose, until further order of this Court;
- (f) Perform a comprehensive review and audit of the Receivership Properties for the period of August 1, 2011, through the entry of the Receiver Order. The Receiver is authorized and empowered to possess, review and audit all books, records, documents, papers, financial statements and other information related to the Receivership Properties which, in the Receiver's sole discretion, are reasonably necessary to his duties;
- (g) Report the results of the review and audit to the Notice Parties and the Court in the manner that the Receiver deems to be appropriate; and
- (h) Maintain records for the Receivership Estate.

(11) Powers of Receiver. Subject to further orders of this Court, and without limiting Paragraphs (1) and (2) of this Order, the Receiver, in aid and execution of his duties as Receiver under this Order, may:

- (a) Become a named signatory on the bank accounts of any Receivership Property;
- (b) Establish bank accounts at any financial institutions insured by an agency of the United States government, and deposit in such accounts funds received in connection with the Receivership Properties; *provided, however*, the Receiver is excused from complying with Local Rule 4.42 to the extent applicable;

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- (c) Present for payment any checks, money orders, or other forms of payment made payable to the Williamson Trust, the trustees of such trust, or the Entities to the extent such payment is property of the Receivership Estate, endorse the same and collect proceeds thereof which such proceeds to be held, used and maintains as provided herein;
- (d) Use any federal or state taxpayer identification numbers of any of the Receivership Properties for any lawful purpose;
- (e) Enter upon the premises of any of the Entities or real property owned by the Entities or the Williamson Trusts, and take possession, custody and control of all property of the Receivership Estate;
- (f) Take possession of and/or obtain copies of all business records pertaining to the Receivership Properties, including but not limited to computer records, ledgers, financial statements, financial reports, bank records, statements, budgets, personnel records, and other record required to be turned over pursuant to this Order in whatever form and however stored;
- (g) Seize any and all funds or other assets which constitute income, proceeds, or profits of the Receivership Estate, including any bank accounts, other cash accounts or cash equivalents and lock box funds, and to change the signatory authority on such accounts;
- (h) Demand and collect income from the Receivership Properties, including but not limited to rents, income, profits or proceeds of the Receivership Properties and any part thereof from any party in interest or any third person;
- (i) Open any mail directed to the Williamson Trusts or the Entities, to the extent such mail is related to the Receivership Estate, at the business addresses for the Williamson Trusts and the Entities and to redirect mail to the Receiver as the Receiver, in his business judgment, deems necessary;
- (j) Employ agents, employees, appraisers, accountants, attorneys, consultants, property managers or other professionals reasonably necessary to administer, maintain, operate, manage, control and conduct the Receivership Properties;
- (k) Confirming the existence of and, to the extent permitted by law, exercising the privileges of any existing license or permit; and

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doing all things necessary to protect and maintain such licenses, permits and approvals;

- (l) Substitute counsel representing the Williamson Trusts or the Entities for any actions pending before any court, board, or other tribunal on the effective date of this Order and direct counsel on behalf of such parties;
- (m) Bring, prosecute and defend against all proper actions, before any court, board, or other tribunal, reasonably necessary in the execution of his duties as Receiver as determined by the Receiver; *provided, however*, that the Receiver must first obtain Court approval to bring and prosecute any such actions;
- (n) Execute and prepare all documents and perform all acts, either in the name of any of the Williamson Trusts or Entities, as applicable, or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing, and controlling the Receivership Properties; *provided, however*, that the Receiver shall obtain Court approval in accordance with Local Rule 4.40, to the extent applicable, prior to obtaining any loans or entering into any refinancing transaction on account of the Receivership Properties;
- (o) Hold conferences with parties in interest in this case and work with all parties to negotiate any appropriate settlements or agreements that the Receiver deems to be in the best interest of the Receivership Estate. Any settlement of disputes in this matter shall be subject to Court approval with notice to the Notice Parties;
- (p) Sell, transfer, liquidate or assign any of the Receivership Properties through any appropriate method and manner including, without limitation, executing a transaction under 1031 of the Internal Revenue Code; *provided, however*, notwithstanding the reference in Paragraphs (1) and (2) of this Order to Cal. Code of Civ. P. § 585.5 and any potential application of Probate Code § 10300 *et seq* and Local Rule 4.107, the Receiver may take such actions without publication notice or Court approval and confirmation when all Notice Parties consent; *provided further, however*, if any one of the Notice Parties objects to such actions, the Receiver must obtain Court approval of the transaction by filing and serving a notice on the Notice Parties providing, unless otherwise required by the Court, at least 21 calendar days' notice of the transaction and allowing the Notice Parties an opportunity to object and request a hearing, and no further notice shall be required;
- (q) Do all things, and incur the risks and obligations, ordinarily done or incurred by owners and managers of businesses and property

1 similar to the Receivership Properties; *provided, however*, that the
2 Receiver shall obtain consent from all Notice Parties prior to
3 making any material capital improvements to any Receivership
4 Property; *provided further, however*, if any one of the Notice
5 Parties objects to such actions, the Receiver must obtain Court
6 approval of these acts by filing and serving a notice on the Notice
7 Parties providing, unless otherwise required by the Court, at least
8 21 calendar days' notice of intent to make improvement and
9 allowing the Notice Parties an opportunity to object and request a
10 hearing;

11 (r) Negotiate, make, enter into, or modify contracts or agreements
12 affecting any part or all of the Receivership Properties and may
13 terminate any existing contract, agreement or instrument which is
14 not, in the Receiver's sole and absolute discretion, deemed
15 commercially reasonable or beneficial to the Receivership
16 Properties; *provided, however*, that the Receiver shall obtain
17 consent from all Notice Parties prior to taking such actions;
18 *provided further, however*, if any one of the Notice Parties objects
19 to such actions, the Receiver must obtain Court approval of these
20 acts by filing and serving a notice on the Notice Parties providing,
21 unless otherwise required by the Court, at least 21 calendar days'
22 notice of intent to such acts and allowing the Notice Parties an
23 opportunity to object and request a hearing;

24 (s) Negotiate settlements of legal actions or insurance claims, which
25 in the Receiver's discretion, would be beneficial to the
26 Receivership Properties; *provided, however*, that the Receiver shall
27 obtain consent from all Notice Parties prior to taking such actions;
28 *provided further, however*, if any one of the Notice Parties objects
to such actions, the Receiver must obtain Court approval of these
acts by filing and serving a notice on the Notice Parties providing,
unless otherwise required by the Court, at least 21 calendar days'
notice of intent to such acts and allowing the Notice Parties an
opportunity to object and request a hearing;

(t) File any federal or state income tax return on behalf of the
Williamson Trusts, the Entities and the Receivership Estate; and

(u) Take any and all other actions with respect to the Receivership
Properties, to the extent such actions are related to the
administration of the Receivership Estate, that the Receiver
reasonably deems necessary and prudent to preserve and protect
the Receivership Estate, and to maximize the value of the
Receivership Estate.

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(12) Insurance. The Parties shall immediately advise the Receiver about the nature and extent of insurance coverage on the Receivership Properties. The Receiver shall determine upon taking possession of the Receivership Properties whether there is sufficient insurance coverage. The Receiver shall notify the insurers that the Receiver is to be named as an additional insured on each insurance policy, and the appropriate persons shall facilitate this process upon request. If the Receiver determines that any of the Receivership Properties does not have sufficient insurance coverage, the Receiver shall immediately notify the Notice Parties and shall procure sufficient, comprehensive insurance, including liability insurance, reasonably necessary to protect the Receivership Properties.

(13) Retention of Professionals. The Receiver is authorized to hire, employ, retain, and terminate professionals and any other personnel or employees, which he deems necessary to assist him in the discharge of his duties. Without need of further motion, and upon the filing of an application with the Court satisfying California Rule of Court 3.1180, as applicable to legal counsel, disclosing any conflicts and setting forth the qualifications Having reviewed the Receiver's *Ex Parte Application For Authority To Employ Counsel And Financial Advisors For Receiver* filed on August 9, 2018 (the "Application"), the Court determines that there is a necessity for legal counsel and a financial advisor in this Action to support the Receiver in discharging his duties under this Order. Without need for further motion, the Receiver is hereby authorized to retain Dorsey & Whitney LLP and Berkeley Research Group, LLC (together, the "Professionals") as legal counsel and financial advisors, respectively, effective as of July 26, 2018, to represent him and assist him with the performance of his duties as set forth herein as set forth in the Application. The Compensation Procedure outlined above shall apply to the Professionals. All of the Professionals' fees and all of their expenses incurred in accordance with Local Rule 4.43 in connection with the receivership estate shall be expenses of, and paid for by the receivership estate.

(14) Actions Against Receiver. No person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of this Court permitting the suit or action; *provided, however*, no prior order of the Court is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action.

(15) General Provisions Related to Receiver.

- (a) The Receiver, the Professionals and their agents (i) may rely on any and all outstanding Court orders, judgments, decrees and rules of law, and shall not be liable to anyone for their own good faith compliance with any such Order, judgment, decree or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other documents believed by them to be genuine and to have been signed or presented by the proper parties; (iii) shall not be

1 liable to anyone for their good faith compliance with their duties
2 and responsibilities as a Receiver, or as attorneys, financial
3 advisors or agents for the Receiver; (iv) shall not be liable to
4 anyone for their acts or omissions, unless such acts or omissions
5 were outside the scope of their duties or were grossly negligent or
6 constitute malfeasance. Except for acts or omissions that were
7 outside the scope of the duties of the Receiver, the Professionals or
8 their agents, or that were grossly negligent or constitute
9 malfeasance, persons dealing with the Receiver shall only look to
10 the receivership assets and bond posted by the Receiver to satisfy
11 any liability, and neither the Receiver nor his Professionals or his
12 agents shall have any personal liability to satisfy such obligations.

13 (b) The Receivership Estate, the Receiver, the Professionals, and
14 agents shall not be held liable for any claim, obligation, liability,
15 action, causes of action, cost, expense, or debt of or incurred by the
16 Williamson Trusts, the Entities or which is otherwise related to the
17 Receivership Properties.

18 (c) The Receiver, the Professionals, and agents shall have no personal
19 liability, and they shall have no claim asserted against them
20 relating to the Receiver's duties under this Order, without prior
21 authority from this Court as stated in Paragraph 14 above. The
22 Receiver, the Professionals and agents retained by the Receiver
23 shall not be liable for any obligation of or incurred by the
24 Williamson Trusts, the Entities or which is otherwise related to the
25 Receivership Properties arising prior to July 29, 2018, including
26 without limitation, any contingent or unliquidated obligations,
27 taxes of any kind, assessments, utility charges, or goods or services
28 provided to or for the benefit of the Williamson Trusts or any
trustee or beneficiary of such Trusts, or the Entities or any
shareholders or members of such Entities, nor shall the Receiver,
the Professionals or his agents be obligated to advance any funds
to pay any expense of maintenance or other liability of the
Williamson Trusts, the Entities, and or related to the Receivership
Properties.

(d) The Receiver, the Professionals and any agents retained by the
Receiver shall have no liability to any party for any claims,
actions, or causes of action arising out or relating to events or
circumstances occurring prior to July 29, 2018. This protection of
the Receiver, the Professionals and agents from liability shall
include, but is not limited to, any liability from the performance of
services rendered by third parties for or on behalf of the
Williamson Trusts or any trustee or beneficiary of such Trusts, or
the Entities or any shareholders or members of such Entities which
is currently or may ultimately be exposed under any applicable

1 laws pertaining to the ownership and use the Receivership
2 Properties or the operation of the businesses of the Williamson
Trusts or the Entities.

3 (e) Notwithstanding anything to the contrary herein or otherwise, the
4 liability of the Receiver, the Professionals or any agents retained
5 by the Receiver on account of any services contemplated by this
6 Order or performed in connection with the Receivership Estate are
7 limited to the assets of the Receivership Estate and the bond posted
by the Receiver.

8 (f) Following the Receiver's appointment, the Receiver shall not be
9 deemed in any way to an owner of the Receivership Properties.
10 Except as may otherwise be set forth in this Order, the Receiver
11 the Professionals and any agents retained by the Receiver shall
12 have no liability as to any claim, actions, or causes of action of any
13 third parties who have or would have claims against the owner,
14 lessee, operator, or manager of the Receivership Properties or the
15 business of Receivership Properties; *provided, however*, the
16 Receiver may be liable for (i) the Receiver's own negligence or
17 misconduct that is intentional or willful; and (ii) material actions
18 taken by the Receiver that are not authorized by the terms of this
19 Order.

20 (16) Stay of Litigation. Litigation over which this Court has jurisdiction
21 shall be stayed for a period of ninety (90) days while the Receiver investigates the
22 Receivership Properties and conducts his review and audit. Any Notice Party
23 may seek relief from this stay by filing a motion with the Court and served on the
24 Receiver. The Receiver may request by motion served on the Notice Parties that
25 the stay set forth herein be extended if he determines that such a stay is in the best
26 interest of the Receivership Estate. Any motion filed under this provision shall,
27 unless otherwise ordered by the Court, give at least 21 days' notice of any hearing
28 thereon.

(17) Discharge.

22 (a) The Receiver will file with the Court and serve on the Notice
23 Parties a notice of termination of receivership at conclusion of his
24 duties. At that time, the Receiver shall be discharged from all
25 further duties, liabilities and responsibilities relating to the
26 Receivership Estate or any such portion thereof, except for the
preparation and filing of a final report and account.

26 (b) Not later than sixty (60) days after the filing of the notice of
27 termination, Receiver shall file, serve, and set for hearing his final
28 report and account, a request for discharge of Receiver and
exoneration of the Receiver's bond. Notice must be given to the

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Notice Parties, and all persons of whom Receiver is aware have potential claims against the Receivership Estate, if any.

(17) Further Instructions. The Receiver and the parties may, from time to time, on an *ex parte* basis or noticed motion on shortened time, petition this Court for instructions in furtherance of this Order and other orders this Court may hereafter enter.

IT IS SO ORDERED.

OCT 29 2018

Dated: _____



Honorable Daniel Juarez
Los Angeles Superior Court

The Order of the Court is stated below:

Dated: January 23, 2019
10:45:22 AM

/s/ KEITH KELLY
District Court Judge



Exhibit 'B'

Prepared and Submitted By:

Annette W. Jarvis (#1649)
Peggy Hunt (#6060)
Sarah Goldberg (#13222)
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goldberg.sarah@dorsey.com

Attorneys for Intervenor, R. Todd Neilson, Court-Appointed Receiver

**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

THOMAS D. WILLIAMSON, individually
and as Co-Trustee of the Thomas Williamson
101 Trust and the Sue Shreeve 101 Trust, SUE
SHREEVE, individually and as the Co-Trustee
of the Thomas Williamson 101 Trust and the
Sue Shreeve 101 Trust, MICHAEL
BRUNNER, individually and as the Trustee of
the Patricia Brunner 101 Trust, GBW
INVESTMENTS, INC., a California
corporation, GEO INVESTMENTS, LLC, a
Utah limited liability company,
MEADOWBROOK, LLC, a Utah limited
liability company, HIDDEN LAKE
PROPERTY, LLC, a Utah limited liability
company

Plaintiffs,

v.

R. TODD NEILSON, D RAY STRONG,
BERKELEY RESEARCH GROUP, LLC, a
foreign limited liability company, and DOES 1
through 50

**ORDER GRANTING PETITION
TO APPOINT ANCILLARY
RECEIVER AND GIVE EFFECT
TO CALIFORNIA
RECEIVERSHIP ORDER**

Case No. 180909358

The Honorable Keith Kelly

R. TODD NEILSON, court-appointed
receiver,

Intervenor.

The matter before the Court is the *Petition to Appoint Ancillary Receiver and Give Effect to California Receivership Order* (the "Petition") filed by R. Todd Neilson, in his capacity as the court appointed receiver (the "Receiver"). The Court held a hearing on the Petition on January 11, 2019. Annette W. Jarvis and Peggy Hunt of Dorsey & Whitney LLP appeared on behalf of the petitioner-Receiver. Vernon C. Jolley of Jolley & Jolley appeared on behalf of the Plaintiffs. Matthew L. Lalli and Zaven A. Sargsian of Snell & Wilmer LLP appeared on behalf of the Defendants.

The Court has considered the Petition, the arguments made on the record at the hearing, and the applicable law. Based thereon, the Court made detailed findings of fact and conclusions of law on the record which will be included in forthcoming findings of fact and conclusions of law.

Accordingly, for the reasons set forth on the record and for good cause showing, the Court hereby **ORDERS** that:

1. The Petition is **GRANTED**;
2. The Receiver is appointed as an ancillary receiver in this State pursuant to Utah Code Ann. § 78B-21-124.
3. The *Order Clarifying and Modifying Order Appointing Receiver and Preliminary Injunction* (the "Receivership Order") that was entered by the Superior Court of California for the County of Los Angeles on October 29, 2018, has effect in this

State.

4. The Receiver may take all actions permitted under the Receivership Order in this State.

Executed and entered by the Court as indicated by the stamp and seal at the top of the first page of this pleading.

Approved as to form:

The proposed order was circulated to Mr. Jolley and Mr. Dudley on January 14, 2019. Neither Mr. Jolley nor Mr. Dudley responded as to whether they objected or approved as to form.

JOLLEY & JOLLEY

/s/

Vernon C. Jolley
Timothy Clark Dudley
Attorneys for Plaintiffs

SNELL & WILMER LLP

/s/ Zaven Sargsian

(signed electronically by Sarah Goldberg with permission from Zaven Sargsian)

Matthew L. Lalli
Zaven Sargsian
Attorneys for Defendants

Mail Recorded Deed and Tax Notice To:
OZ10 Opportunity Fund, LLC, a Utah limited liability company
1810 West 700 North, #100
Lindon, UT 84042



**COTTONWOOD
TITLE**

File No.: 135396-JCP

WARRANTY DEED

Larry Reynolds

GRANTOR(S) of Midvale, State of Utah, hereby Conveys and Warrants to

OZ10 Opportunity Fund, LLC, a Utah limited liability company

GRANTEE(S) of Lindon, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Davis County**, State of Utah:

Beginning 723.8 feet East, South 36°48' East 428.2 feet from the Northwest corner of the Southwest quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Meridian and running thence West 230.5 feet; thence North 36°48' West 77.7 feet; thence East 230.5 feet; thence South 36°48' East 77.7 feet to the point of beginning.

TAX ID NO.: 12-003-0003 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2021 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

Dated this 29th day of January, 2021.

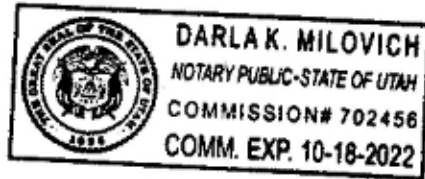

Larry Reynolds

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 29th of January, 2021 by Larry Reynolds.


Notary Public



3454347
BK 7938 PG 1346

E 3454347 B 7938 P 1346-1348
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/2/2022 2:57:00 PM
FEE \$40.00 Pgs: 3
DEP eCASH REC'D FOR COTTONWOOD TITLE IN

Mail Recorded Deed and Tax Notice To:
OZ10 Opportunity Fund, LLC, a Utah limited liability company
1810 West 700 North, Suite 100
Lindon, UT 84042



File No.: 138933-MCC

WARRANTY DEED

NU Property, Inc

GRANTOR(S) of North Salt Lake, State of Utah, hereby Conveys and Warrants to

OZ10 Opportunity Fund, LLC, a Utah limited liability company

GRANTEE(S) of Lindon, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Davis County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 12-003-0173 and 12-003-0275 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2022 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

[Signature on following page]

Dated this 2nd day of February, 2022.

NU Property, Inc

BY: 
Kang W Lee
President

STATE OF UTAH

COUNTY OF DAVIS

On this 2nd day of February, 2022, before me, personally appeared Kang W Lee, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of NU Property, Inc.


Notary Public

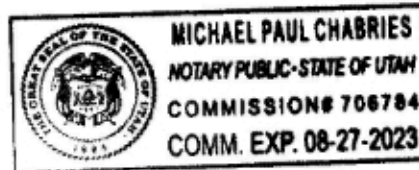


EXHIBIT A
Legal Description

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 200 SOUTH STREET, SAID POINT BEING SOUTH 89°45'34" EAST 610.50 FEET AND SOUTH 00°14'26" WEST 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID WEST QUARTER BEING SOUTH 16°15'14" WEST 81.49 FEET FROM THE WITNESS CORNER TO THE WEST QUARTER CORNER - BASIS OF BEARING BEING SOUTH 88°03'26" EAST 2637.18 FEET BETWEEN SAID WITNESS CORNER AND THE CENTER CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 2 WEST; AND RUNNING THENCE SOUTH 37°20'14" EAST 128.36 FEET; THENCE NORTH 89°45'34" WEST 75.70 FEET; THENCE SOUTH 37°20'14" EAST 105.24 FEET; THENCE WEST 213.36 FEET; THENCE NORTH 00°38'40" WEST 73.34 FEET; THENCE NORTH 29°34'36" WEST 49.32 FEET; THENCE NORTH 19°26'24" EAST 52.88 FEET; THENCE NORTH 01°19'33" WEST 19.98 FEET; THENCE SOUTH 89°45'34" EAST 155.40 FEET TO THE POINT OF BEGINNING.