

**ROBB EVANS OF
ROBB EVANS & ASSOCIATES LLC
Receiver of I Works, Inc., et al. and
the Assets of Jeremy Johnson**

11450 Sheldon Street
Sun Valley, California 91352-1121
Telephone No.: (818) 768-8100
Facsimile No.: (818) 768-8802

**Federal Trade Commission v. Jeremy Johnson, I Works, Inc., et al.
CASE No. 2:10-CV-02203-MMD-GWF**

Notice of Motion and Motion for Order:

- (1) Authorizing, Approving and Confirming Sale of Beaver Dam, Arizona Trailer Park, Approving Sale and Overbid Procedures and for Related Relief; and**
- (2) Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors;**

**Memorandum of Points and Authorities;
Declaration of M. Val Miller in Support Thereof**

Filed December 22, 2014

1 RANDOLPH L. HOWARD (Nev. SBN 006688)
rhoward@klnevada.com
2 KOLESAR & LEATHAM, CHTD.
3 400 South Rampart Boulevard, Suite 400
Las Vegas, NV 89145
4 Telephone: (702) 362-7800
Facsimile: (702) 362-9472
5

6 GARY OWEN CARIS (Cal. SBN 088918)
gcaris@mckennalong.com
7 LESLEY ANNE HAWES (Cal. SBN 117101)
lhawes@mckennalong.com
8 MCKENNA LONG & ALDRIDGE LLP
300 South Grand Avenue, 14th Floor
9 Los Angeles, CA 90071-3124
Telephone: (213) 688-1000
10 Facsimile: (213) 243-6330

11 Attorneys for Receiver
12 **ROBB EVANS OF ROBB EVANS & ASSOCIATES**
13 **LLC**

14 **UNITED STATES DISTRICT COURT**
15 **DISTRICT OF NEVADA**
16

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 JEREMY JOHNSON, etc., et al.,

21 Defendants.
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Case No. 2:10-CV-02203-MMD-GWF

**NOTICE OF MOTION AND MOTION
FOR ORDER (1) AUTHORIZING,
APPROVING AND CONFIRMING SALE
OF BEAVER DAM, ARIZONA TRAILER
PARK, APPROVING SALE AND
OVERBID PROCEDURES AND FOR
RELATED RELIEF; AND (2)
GRANTING RELIEF FROM LOCAL
RULE 66-5 PERTAINING TO NOTICE
TO CREDITORS; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF M. VAL MILLER
IN SUPPORT THEREOF**

1 PLEASE TAKE NOTICE that Robb Evans of Robb Evans & Associates LLC
2 (“Receiver”), the Receiver pursuant to the Court’s Preliminary Injunction Order issued February
3 10, 2011, hereby moves the Court for the following relief:

4 1. An order approving the Receiver’s proposed sale and overbid procedures for the
5 sale of the EZ Living trailer park located at 3265 East Old Pioneer Road, Beaver Dam, Arizona
6 (“Beaver Dam Trailer Park”) and authorizing and confirming the sale of the Beaver Dam Trailer
7 Park on an “as is” basis more fully described in the sale contract documents by private sale either
8 (a) to Michael T. Black or his assignee/designee buyer entity, TAZ Properties, a Nevada Limited
9 Liability Company formed by Michael T. Black (“Proposed Buyer”), an arm’s length buyer, at a
10 purchase price of \$145,000, less a credit to the Proposed Buyer of 50% of the outstanding balance
11 due to the Virgin River Wastewater Improvement District on account of sewer improvements
12 (referred to as “impact fees”) as of the date of closing (“Buyer’s Credit”) pursuant to the
13 Commercial Real Estate Purchase Contract dated November 11, 2014, Addendum entitled “No
14 Representations or Warranties by Seller; Acceptance of Property; Release of Seller” (“As Is
15 Addendum”) and Additional Terms attached thereto, Addendum 1 dated and accepted as of
16 November 11, 2014, and Addendum 2 dated December 15, 2014 attached collectively as Exhibit
17 2 to the Declaration of M. Val Miller in support of this Motion (collectively “Proposed Purchase
18 Agreement”), or (b) to such higher qualified overbidder who hereafter submits the highest
19 qualified overbid at a subsequent overbid session to be conducted under the terms and conditions
20 more fully set forth herein and approved by the Court, which sale the Receiver requests be
21 approved and confirmed without further notice, hearing or order. The sale and transfer of title to
22 the Beaver Dam Trailer Park to the Proposed Buyer or the successful overbidder shall be **subject**
23 **to** the first deed of trust encumbering the property in the original principal sum of \$56,267.72 in
24 favor of the Virgin River Wastewater District as beneficiary, recorded on December 28, 2006 in
25 Book 6603, Page 40 of the Official Records of Mohave County, Arizona securing the payment of
26 the impact fees (“Impact Fees Lien”);

27 2. An order approving the Receiver's overbid procedures, terms and conditions
28 including the following:

1 A. The overbid session shall be conducted within 30 days of the date of entry of the
2 order granting this Motion. The overbid session will be conducted at the offices of Coldwell
3 Banker Roadrunner Realty, 190 E. Mesquite Blvd., Ste. A, Mesquite NV 89027;

4 B. The Receiver will cause to be published a notice of the proposed sale of the Beaver
5 Dam Trailer Park to a qualified bidder at the overbid session to be conducted under paragraph
6 1.A. above, which notice shall state the date, time and place of the overbid session, the
7 requirement for pre-qualification by overbidders and the terms and conditions of the overbidding
8 and sale of the property, as described below (“Overbid Notice”). The Receiver will cause the
9 Overbid Notice to be published in The Desert Valley Times newspaper one time at least ten days
10 prior to the scheduled overbid session date. The Desert Valley Times is a daily newspaper of
11 general circulation that covers Beaver Dam, Arizona where the Beaver Dam Trailer Park is
12 located and is widely read there, as well as in Mesquite, Nevada. Beaver Dam, Arizona is very
13 close to the Nevada border and is approximately 11 miles from Mesquite, Nevada.

14 C. Any person wishing to overbid at the overbid session shall be required to pre-
15 qualify with the Receiver no later than 10:00 a.m. two business days preceding the overbid
16 session by delivering to the Receiver’s office located at 6037 S. Ft. Apache Road, Suite 130, Las
17 Vegas, Nevada 89148: (a) notice in writing of the prospective overbidder’s intent to overbid
18 together with (b) written verification from a financial institution demonstrating to the Receiver’s
19 satisfaction, in the Receiver’s sole opinion and judgment, the prospective overbidder’s ability to
20 complete and close a purchase of the Beaver Dam Trailer Park through sufficient funds or credit
21 facilities within 20 days of the date of the overbid session, and (c) a cashier’s check in the sum of
22 \$5,000 payable to I Works Inc. Receivership QSF, which cashier’s check shall become non-
23 refundable upon acceptance of the overbidder’s overbid at the conclusion of the overbid session.

24 D. Overbidders bidding at the overbid session will be deemed to have completed all
25 inspections of the Beaver Dam Trailer Park and will be deemed to have waived and/or removed
26 all contingencies in favor of the buyer under the Proposed Purchase Agreement, including
27 without limitation any contingency pertaining to inspection of title, and will be required to
28 complete a cash purchase of the Beaver Dam Trailer Park and close escrow for the purchase of

1 the Beaver Dam Trailer Park subject to the Impact Fees Lien within 20 days of the date of the
2 overbid session. The successful overbidder will be required to execute a purchase agreement for
3 the Beaver Dam Trailer Park substantially in the form of the Proposed Purchase Agreement
4 together with a waiver of all buyer contingencies promptly after conclusion of the overbid
5 session.

6 E. The initial overbid shall be in the amount of \$159,500.00 (an amount that is
7 \$14,500, or 10%, higher than the purchase price under the Proposed Purchase Agreement), and all
8 subsequent overbids shall be in an amount at least \$5,000 higher than the preceding bid.

9 F. Pursuant to the Proposed Purchase Agreement and the Receiver's listing
10 agreement, as amended, with Jason Griffith and Meeja McAllister of Brokers Commercial, LLC
11 dba NAI Utah Southern Region ("Listing Broker") and co-listing agreement with the co-listing
12 broker David Rall of Coldwell Banker Roadrunner Realty ("Co-Listing Broker") (the listing
13 agreement, as amended, and co-listing agreement being collectively referred to herein as the
14 "Listing Agreement"), a sales commission in the amount of 8% of the purchase price paid for the
15 Beaver Dam Trailer Park by the Proposed Buyer, or if a higher overbid is received and accepted
16 at the overbid session, by the winning overbidder, shall be paid from the proceeds of sale of the
17 Beaver Dam Trailer Park at close of escrow and shall be paid to the Broker and Co-Listing
18 Broker, as listing agents under the Listing Agreement, except that if the successful overbidder is
19 Brent Peterson, the sales commission shall be 6% of the purchase price. If the winning
20 overbidder is represented by a cooperating broker, the commission shall be divided and paid
21 equally to the Broker and Co-Listing Broker as the listing agents, on one hand, and the buyer's
22 cooperating broker, on the other, under the terms of the Listing Agreement and Proposed
23 Purchase Agreement.

24 G. The sale of the Beaver Dam Trailer Park by private sale to the Proposed Buyer
25 under the Proposed Purchase Agreement, or to the person who submits the highest qualified
26 overbid at the overbid session to be conducted pursuant to the foregoing procedures, will be
27 deemed confirmed by Order on this Motion without further notice or hearing and without the
28 necessity of any subsequent motion for confirmation of the sale;

1 3. An order authorizing the Receiver to execute all documents and instruments
2 necessary or convenient to complete, implement, effectuate and close the sale of the Beaver Dam
3 Trailer Park to the purchaser, including but not limited to the deed conveying title to the Beaver
4 Dam Trailer Park subject to the Impact Fees Lien;

5 4. An order authorizing the Receiver to permit and/or cause to be paid from the
6 proceeds of sale all ordinary and customary closing costs, all costs and expenses required to be
7 paid under the terms of the Proposed Purchase Agreement by the seller from the proceeds of sale,
8 all commissions provided for in the Proposed Purchase Agreement and in the Receiver's Listing
9 Agreement for the property attached as Exhibit 1 to the Declaration of M. Val Miller in support of
10 this Motion, and all real property tax liens and prorated real property taxes due up to the date of
11 closing;

12 5. An order deeming notice of this Motion to be sufficient under Local Civil Rule 66-
13 5 based on the service of a notice of the filing of this Motion and the Motion on all parties and
14 service of a notice of the filing of the Motion on all known non-consumer creditors of the estate
15 and on all known taxing authorities with a potential claim in the receivership estate concurrent
16 with the filing of this Motion with the Court, but not on the tens of thousands of potential
17 consumer creditors; and

18 6. An order for such additional relief as may be necessary or appropriate to allow the
19 Receiver to effectuate the sale of the Beaver Dam Trailer Park, including but not limited to, entry
20 of an order authorizing such sale in form acceptable to the title company insuring title in
21 connection with the sale of the Beaver Dam Trailer Park.

22 This Motion is made pursuant to 28 U.S.C. § 2001 and 2002 and Local Civil Rules 66-5
23 and 66-10 and other applicable law and is based upon this Notice of Motion and Motion, the
24 separate Notice of Filing of the Motion served concurrently herewith, the accompanying
25 Memorandum of Points and Authorities, the Declaration of M. Val Miller filed in support hereof,
26 any reply, on all pleadings, records and files of the Court in this action of which the Receiver
27 requests judicial notice, and upon all other evidence and arguments of counsel as may be
28 presented to the Court by the Receiver in support of this Motion.

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Dated: December 22, 2014

Respectfully submitted,

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

By: /s/ Gary Owen Caris

Gary Owen Caris
Lesley Anne Hawes

Attorneys for Receiver
**ROBB EVANS OF ROBB EVANS &
ASSOCIATES LLC**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY OF RELEVANT FACTS**

3 On January 13, 2011, the Receiver was appointed Temporary Receiver over I Works, Inc.
4 (“I Works”), numerous other Corporate Defendants as defined in the Temporary Restraining
5 Order and over the assets of defendant Jeremy Johnson (collectively the “Receivership
6 Defendants”). Pursuant to the Preliminary Injunction Order entered February 10, 2011, the
7 Receiver has been appointed permanent Receiver over the Receivership Defendants. On March
8 25, 2013, the Court entered its Order granting the Receiver’s Motion for Order Clarifying
9 Preliminary Injunction Order and for Further Instructions Regarding Scope of Receivership
10 Defendants under Preliminary Injunction Order and Report of Receiver’s Financial
11 Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors
12 (“Clarifying Order”) pursuant to which the Court confirmed the status of numerous entities and
13 properties as assets of the receivership estate and confirmed the status of various entities as
14 Receivership Defendants.

15 Under the Preliminary Injunction Order, the Receiver is directed to maintain and preserve
16 assets of the receivership estate. Prel. Inj. (Doc. 130), Section XV.E. In order to preserve the
17 value of the assets for the benefit of consumers and creditors, on August 21, 2013, the Receiver
18 filed a motion seeking authorization from the Court to list and market for sale various real
19 properties, including the Beaver Dam Trailer Park (Doc. No. 1161), which motion was granted by
20 the Court's Order entered on September 30, 2013 (Doc. No. 1179).

21 By this Motion, the Receiver seeks approval of a proposed sale of the Beaver Dam Trailer
22 Park to an arm's length third party buyer. The Beaver Dam Trailer Park is titled to New Horizons
23 New Horizons, which was confirmed to be a Receivership Defendant under the Clarifying Order.
24 New Horizons was nominally owned and controlled by Andy Johnson, Jeremy Johnson's brother,
25 but was beneficially owned and controlled by Jeremy Johnson. The Beaver Dam Trailer Park
26 consists of a mobile home park located on an approximate 4.47 acre property part of which
27 includes a wash. The property has 27 homesites, including 4 RV rental sites and 3 residences
28 owned by the park. In 2006, a deed of trust was placed on the property in the original principal

1 sum of \$56,267.72 in favor of the Virgin River Wastewater Improvement District ("Impact Fees
2 Lien") to pay for a portion of the cost of connecting the property to the sewer system, payments
3 known as "impact fees." The agreement between New Horizons and the wastewater district
4 requires New Horizons to make monthly payments for the "impact fees," and the balance due
5 under the Impact Fees Lien as of November 2014 was \$26,887.33. The property is being sold
6 subject to the Impact Fees Lien. In all other respects, the property is unencumbered except for the
7 senior lien for accrued and accruing real property taxes.

8 In October 2013, the Receiver entered into an exclusive listing agreement and agency
9 disclosure (commercial property) with Brokers Commercial, LLC dba NAI Utah Southern Region
10 ("Listing Broker"), as amended, and a co-listing agreement with David Rall of Coldwell Banker
11 Roadrunner Realty ("Co-Listing Broker") (the listing agreement, as amended, and co-listing
12 agreement being collectively referred to herein as the "Listing Agreement"), true and correct
13 copies of which are attached collectively as Exhibit 1 to the Declaration of M. Val Miller filed in
14 support of this Motion. The Listing and Co-Listing Brokers are experienced in the sale of
15 commercial real property, and the Co-Listing Broker located the Proposed Buyer.

16 The Beaver Dam Trailer Park was formally listed for sale with an asking price of
17 \$145,000. The Beaver Dam Trailer Park was listed in the Multiple Listing Service and through a
18 feature known as "List Hub" utilized by the Co-Listing Broker, the property was automatically
19 listed for sale on numerous real estate websites, such as Zillow, Trulia, Realtor.com and others.
20 The Beaver Dam Trailer Park also had sale signage posted on the property. The Beaver Dam
21 Trailer Park used to be managed by Brent Peterson,¹ and the Receiver negotiated a provision in
22 the Listing Agreement for payment of a lower commission of 6% of the sales price if Brent
23 Peterson were the successful buyer.

24 The Beaver Dam Trailer Park includes as part of the property a wash which is subject to
25 significant erosion from two floods that occurred there in the last 10 years, reducing the buildable
26 area of the property according to the Receiver's appraisal report. The creek banks require

27 ¹ Brent Peterson was the individual who also managed and later acquired Paradise Ranch in Utah
28 pursuant to a Court-approved settlement with the Receiver.

1 fortification to prevent further erosion and loss of land at the property. The estimated cost of
2 reinforcing the banks is significant, approximately \$150,000 based on the Receiver's appraiser's
3 estimate. The Beaver Dam Trailer Park produces very limited net income, and the facility is a
4 low-end manufactured home park site, with the access to the property being a dirt road and the
5 pads at the homesites having minimal concrete foundations.

6 The trailer park assets being sold as part of the sale include the fixtures and improvements
7 owned by New Horizons located at the property, including a laundry/storage room, a manager's
8 residence and a third site with a small aluminum frame unit. The laundry/storage room and the
9 aluminum frame unit are in fair to poor condition and require significant repairs. There is no
10 laundry equipment in the laundry/storage room. The manager's residence is in average to fair
11 condition but there are multiple locations in the residence where the roof leaks which has resulted
12 in water damage to the unit and the porch sags and also needs structural repairs.

13 After approximately eleven months, in September 2014, the Receiver obtained a full price
14 written offer to purchase the Beaver Dam Trailer Park from Michael T. Black ("Black") for
15 \$145,000 without any financing contingency, the first written offer the Receiver obtained for the
16 property. Black conducted physical inspections of the Beaver Dam Trailer Park, and the units
17 owned by New Horizons that are located there. Black had an opportunity to review the title
18 commitment for the property. Black ultimately reached an agreement with the Receiver
19 regarding the first deed of trust Impact Fees Lien and the outstanding amounts due for the impact
20 fees, as reflected in Addendum 1 and Addendum 2 to the Commercial Real Estate Purchase
21 Agreement. The complete purchase agreement, including the Commercial Real Estate Purchase
22 Contract dated November 11, 2014 for the sale of the Beaver Dam Trailer Park to Black or his
23 assignee/designee buyer entity, TAZ Properties, a Nevada Limited Liability Company formed by
24 Michael T. Black (the "Proposed Buyer"), Addendum entitled "No Representations or Warranties
25 by Seller; Acceptance of Property; Release of Seller" ("As Is Addendum") and Additional Terms
26 attached thereto, Addendum 1 dated and accepted as of November 11, 2014, and Addendum 2
27 dated December 15, 2014, is attached collectively as Exhibit 2 to the Declaration of M. Val Miller
28 in support of this Motion (collectively the "Proposed Purchase Agreement").

1 After the Clarifying Order was entered, the Receiver began evaluating the Beaver Dam
2 Trailer Park and other real property assets to determine their value and proposed steps in their
3 administration to preserve value for the estate. The Receiver obtained an independent appraisal
4 of the Beaver Dam Trailer Park by Christopher Isom of Appraisals of Southcentral Utah, Inc.
5 The Isom appraisal valued the Beaver Dam Trailer Park as of November 21, 2013 using the sales
6 comparison approach and the income approach. The Isom appraisal's valuation took into account
7 the significant repairs required at the property including the need to reinforce the wash
8 embankments against further flooding and the extensive repairs needed at the three
9 buildings/units owned by New Horizons at the property. The Receiver has also obtained two
10 other valuations of the property, including a broker's opinion of value by the Broker dated as of
11 August 29, 2014 which valued the property under the comparable sales and income approaches,
12 after which the Receiver reduced the listing price for the property. The third valuation of the
13 Beaver Dam Trailer Park was made by the Co-Listing Broker. In light of the proposed overbid
14 session with a published notice, the Receiver has not disclosed the amount of these valuations of
15 the property so as not to interfere with the overbid process²; however, the purchase price of
16 \$145,000.00 under the Proposed Purchase Agreement substantially exceeds the minimum
17 threshold for approval of a private sale of two-thirds of the average of three valuations of the
18 property as required under 28 U.S.C. § 2001.

19 The Receiver seeks to sell the Beaver Dam Trailer Park under the Proposed Purchase
20 Agreement to the Buyer, who is an unaffiliated, arm's length purchaser based on the Receiver's
21 investigation, subject to the Receiver's conduct of an overbid session after publication of notice to
22 provide an additional opportunity for interested purchasers to bid for the property. The Proposed
23 Purchase Agreement provides for an "as is," all cash sale with the closing to occur within 20 days
24 of Court approval and provides that the Receiver may seek Court approval of the sale procedures,
25 including overbid procedures, for the sale of the property. Taking into account the credit to the
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27 ² The Receiver will submit copies of the valuations to the Court for *in camera* inspection if
28 requested by the Court.

1 Buyer under the Proposed Purchase Agreement, the sales commission and other costs of sale, the
2 Receiver estimates the net recovery to the estate from the sale to be in excess of \$115,000.

3 The Receiver seeks approval of the Proposed Purchase Agreement and the sale of the
4 Beaver Dam Trailer Park to the Proposed Buyer under the terms and conditions set forth therein.
5 The Receiver seeks approval to solicit overbids for the sale of the Beaver Dam Trailer Park, as
6 permitted by the Proposed Purchase Agreement, and seeks an order on this Motion that confirms
7 the sale of the Beaver Dam Trailer Park to the Proposed Buyer, or such higher qualified
8 overbidder who may make the highest overbid accepted by the Receiver at the overbid session to
9 be conducted under the proposed sale procedures set forth in this Motion. Under the
10 circumstances, including the fact the sale to the Proposed Buyer is non-contingent for an amount
11 that significantly exceeds the minimum two-thirds of the average of the three valuations obtained
12 by the Receiver for the Beaver Dam Trailer Park, the terms and conditions of the Proposed
13 Purchase Agreement that provide for closing within 20 days, and the Receiver's desire to avoid
14 unnecessary administrative expense through multiple motions to conclude the sale, the Receiver
15 requests that the Court approve the following notice and overbid procedures, terms and
16 conditions:

17 1. The overbid session shall be conducted within 30 days of the date of entry of the
18 order granting this Motion. The overbid session will be conducted at the offices of Coldwell
19 Banker Roadrunner Realty, 190 E. Mesquite Blvd., Ste. A, Mesquite NV 89027;

20 2. The Receiver will cause to be published a notice of the proposed sale of the Beaver
21 Dam Trailer Park to a qualified bidder at the overbid session to be conducted pursuant to
22 paragraph 1 above, which notice shall state the date, time and place of the overbid session, the
23 requirement for pre-qualification by overbidders and the terms and conditions of the overbidding
24 and sale of the property, as described below ("Overbid Notice"). The Receiver will cause the
25 Overbid Notice to be published in The Desert Valley Times one time at least ten days prior to the
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1 scheduled overbid session. The Desert Valley Times is a daily newspaper of general circulation
2 in the Beaver Dam area.³

3 3. Any person wishing to overbid at the overbid session shall be required to pre-
4 qualify with the Receiver no later than 10:00 a.m. two business days preceding the overbid
5 session by delivering to the Receiver's office located at 6037 S. Ft. Apache Road, Suite 130, Las
6 Vegas, Nevada 89148: (a) notice in writing of the prospective overbidder's intent to overbid
7 together with (b) written verification from a financial institution demonstrating to the Receiver's
8 satisfaction, in the Receiver's sole opinion and judgment, the prospective overbidder's ability to
9 complete and close a purchase of the Beaver Dam Trailer Park through sufficient funds or credit
10 facilities within 20 days of the date of the overbid session, and (c) a cashier's check in the sum of
11 \$5,000 payable to I Works, Inc. Receivership QSF, which cashier's check shall become non-
12 refundable upon acceptance of the overbidder's overbid at the conclusion of the overbid session.

13 4. Overbidders bidding at the overbid session will be deemed to have completed all
14 inspections of the Beaver Dam Trailer Park and will be deemed to have waived and/or removed
15 all contingencies in favor of the buyer under the Proposed Purchase Agreement, including
16 without limitation any contingency pertaining to inspection of title, and will be required to
17 complete a cash purchase of the Beaver Dam Trailer Park and close escrow for the purchase of
18 the Beaver Dam Trailer Park within 20 days of the date of the overbid session. The successful
19 overbidder will be required to execute a purchase agreement for the Beaver Dam Trailer Park
20 substantially in the form of the Proposed Purchase Agreement together with a waiver of all buyer
21 contingencies promptly after conclusion of the overbid session.

22 5. The initial overbid shall be in the amount of \$159,500 (an amount that is \$14,500,
23 or 10%, higher than the purchase price under the Proposed Purchase Agreement), and all
24 subsequent overbids shall be in an amount at least \$5,000 higher than the preceding bid.
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26 ³ The foregoing publication provision meets the publication requirements for a private sale under
27 28 U.S.C. section 2001(b) discussed hereafter. However, the Receiver also anticipates that the
28 Broker will provide additional notice of the overbid session through e-mail and/or the internet
web sites where the property is listed.

1 6. Pursuant to the Proposed Purchase Agreement and the Receiver's listing
2 agreement, as amended, with the Listing Broker and the Co-Listing Broker, a sales commission in
3 the amount of 8% of the purchase price paid for the Beaver Dam Trailer Park by the Proposed
4 Buyer, or if a higher overbid is received and accepted at the overbid session, by the winning
5 overbidder, shall be paid from the proceeds of sale of the Beaver Dam Trailer Park at close of
6 escrow and shall be paid to the Broker and Co-Listing Broker as listing agents under the Listing
7 Agreement, except that if the successful overbidder is Brent Peterson, the sales commission shall
8 be 6% of the purchase price. If the winning overbidder is represented by a cooperating broker,
9 the sales commission shall be divided and paid equally to the Broker and Co-Listing Broker as
10 the listing agents, on one hand, and the buyer's cooperating broker, on the other, under the terms
11 of the Listing Agreement and Proposed Purchase Agreement.

12 The Proposed Purchase Agreement provides a favorable sale of the Beaver Dam Trailer
13 Park to a well-qualified, independent all cash buyer on an "as is, where is" basis. The purchase
14 price under the Proposed Purchase Agreement far exceeds the two-thirds minimum of the average
15 of the three valuations obtained by the Receiver for the property which is the minimum threshold
16 price required to meet the terms of 28 U.S.C. section 2001. The Receiver proposes that the
17 Receiver conduct an overbid session pursuant to the terms set forth above which will provide
18 further assurance that interested buyers have notice and an opportunity to make a higher bid to
19 acquire the property so long as they are qualified and meet the same all cash, as-is and twenty-day
20 closing terms of the Proposed Purchase Agreement. The Receiver recommends approval and
21 confirmation of the sale under the terms and conditions set forth in the Motion.

22 **II. THE SALE OF THE BEAVER DAM TRAILER PARK SHOULD BE**
23 **APPROVED AND CONFIRMED SUBJECT TO OVERBIDDING AS**
24 **REQUESTED IN THIS MOTION**

25 Title 28 U.S.C. § 2001 sets forth the procedures pertaining to the sale of real property.
26 Section § 2001(b) of title 28 pertains to the sale of real property at private sale.

27 The time, manner, terms of sale and notice thereof are regulated by the court appointing
28 the receiver. Courts are granted discretion in setting the terms and conditions for judicial sales

1 and the Court's discretion will not be disturbed on appeal except where abuse of discretion is
2 shown. *United States v. Branch Coal Corp.*, 390 F. 2d 7 (3rd Cir. 1968), *cert. den. Sun Protection*
3 *Co. v. United States*, 391 U.S. 966, 88 S. Ct. 2034 (1968). The Court has substantial discretion in
4 receivership matters in setting the overbidding procedures applicable to sales of real property.
5 *See Pewabic Mining Co. v. Mason*, 145 U.S. 349, 356, 36 L.Ed. 732, 12 S.Ct. 887 (1891) (the
6 provisions for notice and other conditions shall be determined by the Court "as will in his
7 judgment best protect the rights of all interested, and make the sale most profitable to all"). *See*
8 *also Cumberland Lumber Co. v. Tunis Lumber Co.*, 171 F. 352 (4th Cir. 1909); *Bidwell v. Huff*,
9 176 F. 174 (5th Cir. 1909). The terms and conditions of the judicial sale that the Court may adopt
10 are based on the facts and circumstances of each case. The discretion granted in connection with
11 sales of assets is consistent with the broad discretion accorded to the Court sitting in equity in
12 receivership proceedings to make orders concerning the administration and supervision of the
13 estate that will promote equity, efficiency and cost-effectiveness in the estate's administration.
14 *See generally Securities and Exchange Commission v. Hardy*, 803 F.2d 1034 (9th Cir. 1986);
15 *Securities and Exchange Commission v. Black*, 163 F.3d 188, 199 (3rd Cir. 1998); *Securities and*
16 *Exchange Commission v. Elliot*, 953 F.2d 1560 (11th Cir. 1992).

17 Under § 2001(b), in order for a sale to be approved, the minimum purchase price for the
18 property must exceed two-thirds of the average value in three appraisals of the property by
19 appraisers appointed by the court. The statute does not define what constitutes an "appraisal" for
20 the purpose of § 2001(b). The Receiver has obtained an appraisal of the Beaver Dam Trailer Park
21 and two written broker's valuations, both of which are based on comparable sales data and other
22 market data similar that in an appraisal. The Receiver has therefore complied with the valuation
23 evidence provisions of the statute. Further, any minor deviation from the statutory provision as to
24 appointment of three appraisers is warranted under the circumstances for several reasons,
25 including the inordinate expense associated with obtaining additional appraisals which is
26 burdensome to the estate under the circumstances; the fact that the valuations by both the local
27 real estate brokers and the appraiser are based on comparable sales data and the experience and
28 knowledge of the sales agents who actually deal in commercial real estate and thus are reliable

1 indicators of the actual value likely to be realized from the marketing and sale of the property;
2 and the fact that the Beaver Dam Trailer Park has been exposed to the marketplace itself and will
3 continue to be exposed to the public through the proposed overbid process to ensure the value of
4 the property is maximized for the estate. The sale to the Proposed Buyer at \$145,000, less the
5 credit of 50% of the outstanding impact fees due at closing, exceeds the minimum threshold for
6 the price that must be achieved for a private sale in relation to the valuations of the Beaver Dam
7 Trailer Park obtained by the Receiver. Therefore, this component of the statute has been
8 satisfied.

9 As the Ninth Circuit noted in *SEC v. Hardy*, 803 F. 2d 1034, 1037 (9th Cir. 1986): “A
10 district court’s power to supervise an equity receivership and to determine the appropriate action
11 to be taken in the administration of the receivership is extremely broad” and subject to review
12 under an abuse of discretion standard. *See also United States v. Branch Coal Corp.*, 390 F. 2d 7.

13 The Receiver’s proposed sale procedures include a provision for publication of a notice of
14 the opportunity for overbids to be made for the Beaver Dam Trailer Park which will include a
15 description of the current purchase price and terms. The published notice will also give notice of
16 the terms and conditions for overbids to be made. The ultimate sale of the Beaver Dam Trailer
17 Park will only be confirmed at the conclusion of the overbid session, when it is determined if a
18 higher, qualified overbid in excess of the original offer by the Proposed Buyer has been submitted
19 and accepted by the Receiver.

20 The Court is authorized to confirm the private sale so long as the Receiver sells the
21 Beaver Dam Trailer Park to the current Proposed Buyer at \$145,000 or if overbids are made at the
22 overbid session, to the highest bidder at the overbid session. Therefore, if no overbid is made that
23 is 10 percent over the current offer of \$145,000 (in other words, a bid of \$159,500 which the
24 Receiver proposes as the initial overbid amount), the sale at \$145,000 to the Proposed Buyer can
25 be confirmed.

26 The proposed procedures and published notice of the overbid session will ensure that the
27 value of this asset is maximized for the benefit of the estate. The Receiver requests that the Court
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1 confirm the sale to the Proposed Buyer, or alternatively to the successful overbidder at the
2 overbid session.

3 **III. NOTICE OF THIS MOTION IS SUFFICIENT UNDER THE**
4 **CIRCUMSTANCES AND SHOULD BE APPROVED**

5 Local Civil Rule 66-5 provides for service of notice of the hearing on various motions by
6 a Receiver concerning the administration of the estate. That rule provides for service of the
7 notice of hearing on such motions on all creditors of the receivership estate. No hearing has been
8 set on this Motion and the provisions of Local Civil Rule 66-5 do not specifically apply.

9 Nevertheless, the Receiver has served a notice of filing of the Motion on the parties and on all
10 known non-consumer creditors of the estate and on known taxing authorities with a potential
11 claim in the receivership estate (“Notice Parties”), to provide them notice and an opportunity to
12 be heard concerning the Motion. This notice is consistent with notice previously approved by the
13 Court in this case.

14 There are believed to be an extremely large number of potential consumer creditors who
15 may have claims against the Receivership Defendants arising out of the business operations of the
16 Receivership Defendants prior to the Receiver’s appointment, although the precise number,
17 identity and location of such consumer creditors have not been determined by the Receiver at this
18 time. Given the Receiver’s determination that more than \$332.5 million⁴ in sales revenues were
19 generated by I Works and the related and affiliated entities, the number of consumer creditors is
20 likely in the tens of thousands. It is not realistically possible or beneficial to the estate and its
21 creditors for the Receiver to attempt to identify and serve the potential consumer creditors with
22 notice of this and other similar administrative motions, and the expense and burden on the estate
23 of attempting to effectuate such service would drain the estate’s resources and cause undue
24 administrative expense.

25 To the extent that Local Rule 66-5 applies to this Motion, the Receiver seeks an order that
26 notice of this Motion is sufficient if notice of the filing of the Motion is given by serving copies

27 ⁴ This figure does not include tens of millions of dollars in additional sales revenues addressed by
28 the Receiver in the Report of Receiver’s Financial Reconstruction filed on February 3, 2012.

1 of all motion papers on the parties to the action and the affected lienholders and by serving copies
2 of the notice of filing of the motion on the Notice Parties identified above. The Receiver submits
3 that such service provides sufficient notice and an opportunity for hearing to the interested parties
4 and should be approved as adequate.

5 There is ample authority for approval of the scope and method of notice as set forth above.
6 This Court, as a court of equity supervising the receivership estate, may make appropriate
7 administrative orders governing the receivership, including limitations on and changes in notice
8 and other procedures. *See* F.R.Civ.P. 5(a) and (c) (authorizing the court to modify service
9 procedures when numerous defendants are involved in litigation). In addition, pursuant to Local
10 Rule 66-10, a receiver is directed to administer receivership estates "as nearly as may be in
11 accordance with the practice in the administration of estates in Chapter 11 bankruptcy cases."
12 Orders limiting notice when the Bankruptcy Code or Rules would otherwise require notice to all
13 creditors are routinely granted in bankruptcy cases to promote the expeditious and economical
14 administration of bankruptcy estates. *See In re First Alliance Mortgage Co.*, 269 B.R. 428, 442
15 (C.D. Cal. 2001) (referencing in dicta in the court's recitation of facts the bankruptcy court's order
16 limiting notice issued in that case); 11 U.S.C. section 102(1)(A) (defining the phrase "after notice
17 and a hearing" to mean "after such notice as is appropriate in the particular circumstances, and
18 such opportunity for hearing as is appropriate in the particular circumstances"); 11 U.S.C. section
19 105(a) and (d) (granting broad equitable powers to the court to issue orders "necessary or
20 appropriate to carry out the provisions" of title 11 including "prescribing such limitations and
21 conditions as the court deems appropriate to ensure the case is handled expeditiously and
22 economically"); and F.R. Bankr. P. 2002(m) (authorizing the court to enter "orders designating
23 the matters in respect to which, the entity to whom, and the form and manner in which notices
24 shall be sent except as otherwise provided by these rules").

1 **IV. CONCLUSION**

2 For the foregoing reasons, it is respectfully requested that the Court grant relief as
3 requested in the Motion.
4

5 Dated: December 22, 2014

RANDOLPH L. HOWARD
KOLESAR & LEATHAM, CHTD.

MCKENNA LONG & ALDRIDGE LLP
GARY OWEN CARIS
LESLEY ANNE HAWES

10 By: /s/ Gary Owen Caris

11 Gary Owen Caris

12 Attorneys for Receiver
13 **ROBB EVANS OF ROBB EVANS &
14 ASSOCIATES LLC**

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DECLARATION OF M. VAL MILLER

I, M. Val Miller, declare:

1. I am an Executive Vice President and a member of Robb Evans & Associates LLC and am a deputy to Robb Evans of Robb Evans & Associates LLC, appointed as Receiver in this case. I am one of the deputies to the Receiver responsible for the day-to-day supervision of the receivership estate. If called upon to testify as to the facts set forth in this declaration, I could and would testify competently thereto as the facts are true and within my personal knowledge or I have gained knowledge of such facts from the books and records of the receivership proceeding, including the books and records of the entities subject to the receivership.

2. On January 13, 2011, the Receiver was appointed Temporary Receiver over I Works, Inc. (“I Works”), numerous other Corporate Defendants as defined in the Temporary Restraining Order and over the assets of defendant Jeremy Johnson (collectively the “Receivership Defendants”). Pursuant to the Preliminary Injunction Order entered February 10, 2011, the Receiver has been appointed permanent Receiver over the Receivership Defendants. On March 25, 2013, the Court entered its Order granting the Receiver’s Motion for Order Clarifying Preliminary Injunction Order and for Further Instructions Regarding Scope of Receivership Defendants under Preliminary Injunction Order and Report of Receiver’s Financial Reconstruction and Granting Relief from Local Rule 66-5 Pertaining to Notice to Creditors (“Clarifying Order”) pursuant to which the Court confirmed the status of numerous entities and properties as assets of the receivership estate and confirmed the status of various entities as Receivership Defendants. I am one of the deputies to the Receiver responsible for the administration of the receivership estate, including the investigation of assets and potential assets of the receivership estate, review of the books and records of the receivership estate and the analysis of receivership assets, including the status of loans encumbering those assets. I have been one of the Receiver’s deputies responsible for the marketing and sale of numerous real property assets.

3. On August 21, 2013, the Receiver filed a motion seeking authorization from the Court to list and market for sale various real properties, including the EZ Livin trailer park

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2 located at 3265 East Old Pioneer Road, Beaver Dam, Arizona ("Beaver Dam Trailer Park"). That
3 motion was granted by the Court's Order entered on September 30, 2013. The Beaver Dam
4 Trailer Park is titled to New Horizons Finance ("New Horizons"). New Horizons was nominally
5 owned and controlled by Andy Johnson, Jeremy Johnson's brother, but was beneficially owned
6 and controlled by Jeremy Johnson. New Horizons is a Receivership Defendant under the
7 Clarifying Order and its assets are receivership property.

8 4. In October 2013, the Receiver entered into an exclusive listing agreement and
9 agency disclosure (commercial property) with Brokers Commercial, LLC dba NAI Utah Southern
10 Region ("Listing Broker"), as amended, and a co-listing agreement with David Rall of Coldwell
11 Banker Roadrunner Realty ("Co-Listing Broker") (the listing agreement, as amended, and co-
12 listing agreement are referred to herein collectively as the "Listing Agreement"), true and correct
13 copies of which are attached hereto collectively as Exhibit 1. The Listing and Co-Listing Brokers
14 are experienced in the sale of commercial real property in the area, and the Co-Listing Broker
15 located the proposed buyer of the Beaver Dam Trailer Park. The Beaver Dam Trailer Park used
16 to be managed by Brent Peterson, and the Receiver negotiated a provision in the Listing
17 Agreement for payment of a lower commission of 6% of the sales price if Brent Peterson were the
18 successful buyer. Brent Peterson was the individual who also managed and later acquired
19 Paradise Ranch in Utah pursuant to a Court-approved settlement with the Receiver.

20 5. The Beaver Dam Trailer Park includes as part of the property a wash which is
21 subject to significant erosion from two floods that occurred there in the last 10 years, reducing the
22 buildable area of the property according to the Receiver's appraisal report. The creek banks
23 require fortification to prevent further erosion and loss of land at the property. The estimated cost
24 of reinforcing the banks is significant, approximately \$150,000 based on the Receiver's
25 appraiser's estimate. The Beaver Dam Trailer Park produces very limited net income, and the
26 facility is a low-end manufactured home park site, with access to the property being a dirt road
27 and the pads for the homesites having minimal concrete foundations.

28 6. The trailer park assets being sold as part of the sale include the fixtures and
improvements owned by New Horizons located at the property, including a laundry/storage room,

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2 a manager's residence and a third site with a small aluminum frame unit. The laundry/storage
3 room and the aluminum frame unit are in fair to poor condition and require significant repairs.
4 There is no laundry equipment in the laundry/storage room. The manager's residence is in
5 average to fair condition but there are multiple locations in the residence where the roof leaks
6 which has resulted in water damage to the unit and the porch sags and also needs structural
7 repairs.

8 7. The asking price for the property was \$145,000. The Beaver Dam Trailer Park
9 was listed in the Multiple Listing Service and through a feature known as "List Hub" utilized by
10 the Co-Listing Broker, the property was automatically listed for sale on numerous real estate
11 websites, such as Zillow, Trulia, Realtor.com and others. The Beaver Dam Trailer Park also had
12 sale signage posted on the property. During the eleven months before the offer subject to the
13 current Motion, there had been minimal interest in the Beaver Dam Trailer Park and no written
14 offers for the property.

15 8. In September 2014, the Receiver obtained a full price written offer to purchase the
16 Beaver Dam Trailer Park from Michael T. Black ("Black") for \$145,000 without any financing
17 contingency. Black conducted physical inspections of the Beaver Dam Trailer Park and the units
18 owned by New Horizons that are located there. Black also had an opportunity to review the title
19 commitment for the property. The Beaver Dam Trailer Park is subject to a first deed of trust in
20 the original principal sum of \$56,267.72 in favor of the Virgin River Wastewater District as
21 beneficiary, recorded on December 28, 2006 in Book 6603, Page 40 of the Official Records of
22 Mohave County, Arizona ("Impact Fees Lien") securing the payment of amounts due to the
23 Virgin River Wastewater Improvement District on account of sewer improvements (referred to as
24 "impact fees"). Black ultimately reached an agreement with the Receiver regarding the first deed
25 of trust Impact Fees Lien and the outstanding amounts due for the impact fees, as reflected in
26 Addendum 1 and Addendum 2 to the Commercial Real Estate Purchase Agreement. A true and
27 correct copy of the complete purchase agreement, including the Commercial Real Estate Purchase
28 Contract dated November 11, 2014 for the sale of the Beaver Dam Trailer Park to Black or his
assignee/designee buyer entity, TAZ Properties, a Nevada Limited Liability Company formed by

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2 Michael T. Black (the "Proposed Buyer"), Addendum entitled "No Representations or Warranties
3 by Seller; Acceptance of Property; Release of Seller" ("As Is Addendum") and Additional Terms
4 attached thereto, Addendum 1 dated and accepted as of November 11, 2014, and Addendum 2
5 dated December 15, 2014, is attached hereto collectively as Exhibit 2 (collectively the "Proposed
6 Purchase Agreement").

7 9. After the Clarifying Order was entered, the Receiver began evaluating the Beaver
8 Dam Trailer Park and other real property assets to determine their value and proposed steps in
9 their administration to preserve value for the estate. I obtained an independent appraisal of the
10 Beaver Dam Trailer Park by Christopher Isom of Appraisals of Southcentral Utah, Inc. The Isom
11 appraisal valued the Beaver Dam Trailer Park as of November 21, 2013 using the sales
12 comparison approach and the income approach. The Isom appraisal's valuation took into account
13 the significant repairs required at the property including the need to reinforce the wash
14 embankments against further flooding and the extensive repairs needed at the three
15 buildings/units owned by New Horizons at the property. I have also obtained two other
16 valuations of the property, including a broker's opinion of value by the Broker dated as of August
17 29, 2014 which valued the property under the comparable sales and income approaches, after
18 which the Receiver reduced the listing price for the property. The third valuation of the Beaver
19 Dam Trailer Park was made by an independent real estate broker, the Co-Listing Broker.

20 10. The Receiver seeks to sell the Beaver Dam Trailer Park under the Proposed
21 Purchase Agreement to the Proposed Buyer. To the best of my knowledge, information and
22 belief based on the Receiver's investigation, the Proposed Buyer is an unaffiliated, arm's length
23 purchaser. The Receiver seeks to sell the Beaver Dam Trailer Park to the Proposed Buyer subject
24 to the Receiver's conduct of an overbid session after publication of notice to provide an additional
25 opportunity for interested purchasers to bid for the property as contemplated by the Proposed
26 Purchase Agreement. The Proposed Purchase Agreement provides for an "as is," all cash sale
27 with the closing to occur within 20 days of Court approval and provides that the Receiver shall
28 seek Court approval of the sale procedures, including overbid procedures, for the sale of the
property. The purchase price of \$145,000.00 less the credit of 50% of the outstanding balance

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2 due for impact fees as of the date of closing, as provided under the Proposed Purchase
3 Agreement, exceeds the minimum threshold for approval of a private sale of two-thirds of the
4 average of three appraisals of the property as required under 28 U.S.C. § 2001.

5 11. The Receiver seeks an order authorizing and confirming the sale of the Beaver
6 Dam Trailer Park on an "as is" basis by private sale either (a) to the Proposed Buyer at the
7 purchase price of \$145,000, subject to the Proposed Buyer's credit, pursuant to the Proposed
8 Purchase Agreement, or (b) to such higher qualified overbidder who may hereafter submit the
9 highest qualified overbid at a subsequent overbid session to be conducted by the Receiver. The
10 overbid procedures, terms and conditions for which the Receiver seeks approval include the
11 following:

12 A. The overbid session shall be conducted within 30 days of the date of entry of the
13 order granting this Motion. The overbid session will be conducted at the offices of Coldwell
14 Banker Roadrunner Realty, 190 E. Mesquite Blvd., Ste. A, Mesquite NV 89027;

15 B. The Receiver will cause to be published a notice of the proposed sale of the Beaver
16 Dam Trailer Park to a qualified bidder at the overbid session to be conducted pursuant to
17 paragraph A above, which notice shall state the date, time and place of the overbid session, the
18 requirement for pre-qualification by overbidders and the terms and conditions of the overbidding
19 and sale of the property, as described below ("Overbid Notice"). The Receiver will cause the
20 Overbid Notice to be published in The Desert Valley Times one time at least ten days prior to the
21 scheduled overbid session. The Desert Valley Times is a daily newspaper of general circulation
22 in the Beaver Dam area. The Receiver also anticipates that the Broker will provide additional
23 notice of the overbid session through e-mail and/or the internet web sites where the property is
24 listed.

25 C. Any person wishing to overbid at the overbid session shall be required to pre-
26 qualify with the Receiver no later than 10:00 a.m. two business days preceding the overbid
27 session by delivering to the Receiver's office located at 6037 S. Ft. Apache Road, Suite 130, Las
28 Vegas, Nevada 89148: (a) notice in writing of the prospective overbidder's intent to overbid
together with (b) written verification from a financial institution demonstrating to the Receiver's

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2 satisfaction, in the Receiver's sole opinion and judgment, the prospective overbidder's ability to
3 complete and close a purchase of the Beaver Dam Trailer Park through sufficient funds or credit
4 facilities within 20 days of the date of the overbid session, and (c) a cashier's check in the sum of
5 \$5,000 payable to I Works, Inc. Receivership QSF, which cashier's check shall become non-
6 refundable upon acceptance of the overbidder's overbid at the conclusion of the overbid session.

7 D. Overbidders bidding at the overbid session will be deemed to have completed all
8 inspections of the Beaver Dam Trailer Park and will be deemed to have waived and/or removed
9 all contingencies in favor of the buyer under the Proposed Purchase Agreement, including
10 without limitation any contingency pertaining to inspection of title, and will be required to
11 complete a cash purchase of the Beaver Dam Trailer Park and close escrow for the purchase of
12 the Beaver Dam Trailer Park within 20 days of the date of the overbid session. The successful
13 overbidder will be required to execute a purchase agreement for the Beaver Dam Trailer Park
14 substantially in the form of the Proposed Purchase Agreement together with a waiver of all buyer
15 contingencies promptly after conclusion of the overbid session.

16 E. The initial overbid shall be in the amount of \$159,500.00 (an amount that is
17 \$14,500 higher than the purchase price under the Proposed Purchase Agreement), and all
18 subsequent overbids shall be in an amount at least \$5,000 higher than the preceding bid.

19 F. Pursuant to the Proposed Purchase Agreement and the Receiver's listing
20 agreement, as amended, with the Listing Broker and the Co-Listing Broker, a sales commission in
21 the amount of 8% of the purchase price paid for the Beaver Dam Trailer Park by the Proposed
22 Buyer, or if a higher overbid is received and accepted at the overbid session, by the winning
23 overbidder, shall be paid from the proceeds of sale of the Beaver Dam Trailer Park at close of
24 escrow and shall be paid to the Broker and Co-Listing Broker as listing agents under the Listing
25 Agreement, except that if the successful overbidder is Brent Peterson, the sales commission shall
26 be 6% of the purchase price. If the winning overbidder is represented by a cooperating broker,
27 the sales commission shall be divided and paid equally to the Broker and Co-Listing Broker as
28 the listing agents, on one hand, and the buyer's cooperating broker, on the other, under the terms
of the Listing Agreement and Proposed Purchase Agreement.

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12. The Receiver recommends approval and confirmation of the proposed sale to the Proposed Buyer under the terms of the Proposed Purchase Agreement, subject to overbidding as requested in the Motion. The Proposed Purchase Agreement provides a favorable sale of the Beaver Dam Trailer Park to a well-qualified, independent all cash buyer on an "as is, where is" basis. The purchase price under the Proposed Purchase Agreement is well in excess of the two-thirds minimum of the average of the three valuations obtained by the Receiver for the property which is the minimum threshold price required to meet the terms of 28 U.S.C. section 2001. The Receiver proposes that the Receiver conduct an overbid session pursuant to the terms set forth above which will provide further assurance that interested buyers have notice and an opportunity to make a higher bid to acquire the properties so long as they are qualified and meet the same all cash, as-is and twenty-day closing terms of the Proposed Purchase Agreement.

13. The Receiver requests that the Court approve notice of the filing of this Motion as detailed in the Motion and supporting memorandum. The proposed notice is consistent with the notice of filing of a number of motions that the Court has previously found to be sufficient in this case.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 20 day of December 2014 at Las Vegas, Nevada.


M. VAL MILLER