

1991

Young Farms Limited, a limited partnership; Phillip O. Boyer; Virgil Condon; Boyd J. Farr; Homer L. Hale; Marie M. Irvine; G. Kenneth Johnson; Kenneth W. Jones; Robert C. Newman; Toffie Sawaya; Richard Stoner; William Tingey; James E. Watts; Ralph M. Wright, limited partners v. Richtron, INc., Utah corporation; Paul H. Richins; Aral Wesley Allred and Sarah Elaine Allred, his wife; and Bank of Utah, a Utah corporation : Brief of Appellee

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UTAH SUPREME COURT

BRIEF

19902

IN THE SUPREME COURT OF THE STATE OF UTAH

YOUNG FARMS LIMITED, a limited)
partnership; PHILLIP O. BOYER; VIRGIL)
CONDON; BOYD J. FARR; HOMER L. HALE;)
MARIE M. IRVINE; G. KENNETH JOHNSON;)
KENNETH W. JONES; ROBERT C. NEWMAN;)
TOFFIE SAWAYA; RICHARD STONER;)
WILLIAM TINGEY; JAMES E. WATTS;)
RALPH M. WRIGHT, limited partners,)

Plaintiffs - Appellants,)

-vs-)

RICHTRON, INC., Utah corporation;)
PAUL H. RICHINS; ARAL WESLEY ALLRED)
and SARAH ELAINE ALLRED, his wife;)
and BANK OF UTAH, a Utah corporation,)

Defendants,)

LEO H. RICHINS,)

Intervenor.)

Davis County
Trial Court
Case No. 29700

SUPREME COURT
Case No. 19902

BRIEF OF RICHTRON, INC.,
GENERAL PARTNER OF APPELLANT, YOUNG FARMS, LTD.

Appeal from the "Order" and "Findings of Fact and Ruling" of the
Second Judicial District Court for Davis County, State of Utah
The Honorable Douglas L. Cornaby, District Court Judge

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FILED

MAR 15 1985

Clerk, Supreme Court, Utah

IN THE SUPREME COURT OF THE STATE OF UTAH

YOUNG FARMS LIMITED, a limited)	
partnership; PHILLIP O. BOYER; VIRGIL		
CONDON; BOYD J. FARR; HOMER L. HALE;)	
MARIE M. IRVINE; G. KENNETH JOHNSON;		
KENNETH W. JONES; ROBERT C. NEWMAN;)	
TOFFIE SAWAYA; RICHARD STONER;		
WILLIAM TINGEY; JAMES E. WATTS;)	Davis County
RALPH M. WRIGHT, limited partners,		Trial Court
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)	
-vs-		SUPREME COURT
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NATURE AND DISPOSITION OF CASE

The Lower Court action involves a contract dispute, and was brought EXCLUSIVELY by the plaintiffs, limited partners ("Limited Partners") of plaintiff, Young Farms, Ltd. ("Young Farms"), a Utah limited partnership, against the defendants, Richtron, Inc., a Utah corporation ("Richtron"), and its president, Paul H. Richins ("Paul Richins"). The Limited Partners and Tower Real Estate, Inc., a Utah corporation ("Tower"), the "alleged" substitute general partner of Young Farms, also brought it, and have entered an appearance in this Appeal, under the guise of "Young Farms". Their Amended Complaint, filed February 17, 1982, sought, in pertinent part, the following:

1. An accounting of partnership transactions from Richtron (which had previously retired as general partner of Young Farms, but was thereafter the court decreed, liquidating general partner thereof);
2. A WRIT OF REPLEVIN requiring Richtron and Paul Richins to deliver to the Limited Partners all assets of Young Farms, including its money and other property "alleged" misappropriated;
3. A judgment against Richtron and Paul Richins for any monies received from Young Farms during its existence to be determined by an ACCOUNTING;
4. A judgment declaring that Richtron has no interest in the properties of Young Farms; and
5. A determination that Richtron is the "alter-ego" of Paul Richins and Paul Richins should be liable for the actions of Richtron. Under their Amended Complaint, the Limited Partners claimed that

Under their Amended Complaint, the Limited Partners claimed that Richtron had no interest in the properties of Young Farms because of Richtron's "alleged" breach of fiduciary duty to Young Farms and the Limited Partners. But that issue was never adjudicated. However, pursuant to a "Partial Summary Judgment", the Lower Court declared that Richtron had no interest in the disputed real property because a third-person, Milton R. Goff ("Goff"), had purchased Richtron's rights and interest in the real property at an IRS Tax Sale, and then resold them to "Young Farms". Such Partial Summary Judgment affected only the interests of Richtron in certain real estate contracts and underlying real property. Richtron appealed the Partial Summary (such "other appeal"). Therefore, the Limited Partners had what they really wanted, without a trial on the "breach of fiduciary" claim. Under the Partial Summary Judgment Richtron and Paul Richins were DISMISSED from the case (the "Dismissal").

Prior to the Dismissal, Richtron and Paul Richins were ordered to deposit an aggregate of \$10,431 into court "until the final conclusion of the matter". Judge Cornaby later interpreted that wording to mean a "trial on the merits". Leo H. Richins (a non-party) contributed the \$10,431 into Court, via the Lower Court drawing on a Letter of Credit he provided on behalf of Paul Richins. Richtron did NOT pay its \$10,431 as ordered. After the Dismissal, Judge Cornaby entered a Ruling that the \$10,431 should be returned to Leo Richins, "the source from which it came", if Richtron and Paul Richins withdrew their appeal of the Partial Summary Judgment. Based upon said Ruling and representation, such other appeal was immediately withdrawn. Later, Judge Cornaby entered an "Order", which is on appeal, reaffirming his earlier Ruling that if the other appeal were dismissed, it would be proper to return the \$10,431 to Leo Richins. But as long as the other appeal remained in process, the \$10,431 should remain with the Clerk of the Court. SAID ORDER WAS ENTERED AFTER THE DISMISSAL AND AFTER SUCH OTHER APPEAL HAD BEEN WITHDRAWN. Nevertheless, Judge Cornaby still refused to deliver the \$10,431 to them.

The Lower Court thereafter conducted an Evidentiary Hearing on the sole issue, which had been dismissed, of who owned the \$10,431 on deposit. But Judge Cornaby would NOT allow Richtron and Paul Richins to present evidence in their defense, because they had been dismissed from the case. Only the Limited Partners presented evidence. After the Evidentiary Hearing, Judge Cornaby reaffirmed his previous Ruling and "Order" in his "Findings of Fact and Ruling", which is on appeal, declaring that the \$10,431 was owned by Leo Richins and "should go back to the same source from which it came". However, he added that "the \$10,431 is not to be removed from the custody of the Clerk of the Court until the plaintiffs have an opportunity for a FINAL DETERMINATION of this RULING by the appellate process".

Throughout this Appeal, the Limited Partners have claimed Leo Richins' \$10,431 belongs to them, notwithstanding they dismissed their claim to it in the Lower Court. They also claim Tower is the SOLE general partner of Young Farms, duly authorized to bring this Appeal on behalf of Young Farms. Richtron claims it is the SOLE stipulated, court decreed, liquidating general partner of Young Farms and Tower has NO right to act for Young Farms. If true, TOWER HAS NO RIGHT TO THE \$10,431 OR TO BRING THIS APPEAL FOR IT, regardless of liability.

RELIEF SOUGHT ON APPEAL

Appellant, YOUNG FARMS, through its SOLE stipulated, court decreed, liquidating general partner, Richtron (not Tower) seeks the following relief:

1. An AFFIRMATION of the "Order", entered January 9, 1984, and the "Findings of Fact and Ruling", entered February 8, 1984, that the \$10,431 was paid by Leo Richins on behalf of Paul Richins (and NOT Richtron), and that it belongs to Leo Richins and should be returned to him because it is his money and the adverse claim to it was dismissed; subject, however, to paragraph 2 below.

2. A REVIEW of both instruments and a DETERMINATION as follow:

- (a) That neither instrument is a final order or judgment from

which an appeal may lie;

- (b) That the Lower Court erred in not returning the \$10,431 to Leo Richins upon the Dismissal, the the Limited Partners' dismissed claim to it, and withdrawal of such other appeal;
- (c) That Tower has NO right to act for Young Farms in this Appeal, and that only Richtron has the SOLE right to act for it;
- (d) That Young Farms has NOT been authorized to bring this Appeal, and Young Farms should NOT be allowed to maintain this Appeal;
- (e) That Joseph S. Knowlton, Esq., has NOT been authorized to appear in this Appeal for Young Farms and should be dismissed as counsel for Young Farms;
- (f) That the Limited Partners have NO individual interest whatsoever in the subject real estate contracts and NO individual right to relief under this Appeal;
- (g) That there has NOT been a proper and complete accounting and settlement of partnership affairs between the partners of Young Farms that must precede any "alleged" liability of Richtron to Young Farms or the Limited Partners; and
- (h) That neither Paul Richins nor Leo Richins are personally liable for such "alleged" liability.

STATEMENT OF ISSUES PRESENTED ON APPEAL

The following issues or questions are presented for determination:

1. Are the "Order" and "Findings of Fact and Ruling" final orders or judgments upon which an appeal may lie? Can Richtron or Paul Richins be bound by said instruments when they were entered after the Dismissal and without any notice of them to Richtron and Paul Richins?
2. Did the "Partial Summary Judgment" or "Pre-Trial Order" adjudicate the issue of who is the SOLE general partner of Young Farms, whether Richtron or Tower? Does Richtron have the SOLE right to act for Young Farms in this Appeal, or does Tower have such right? Has Young Farms been authorized to bring this Appeal, and has Joseph S. Knowlton, Esq., been authorized to appear in this Appeal as counsel for Young Farms?
3. Under their limited partnership interests in Young Farms, do the Limited Partners, individually, possess an interest in the subject real estate

contracts and underlying properties of either Richtron or Young Farms, or in the \$10,431 on deposit?

4. Did the Limited Partners' Amended Complaint contain a claim for the \$10,431 they allege had been missappropriated? Did Leo Richins, a non-party, pay \$10,431 into court, via the Clerk of the Lower Court drawing on his Letter of Credit, before Richtron and Paul Richins were dismissed from the case (the "Dismissal"), and did he do so on behalf of Paul Richins, NOT Richtron?

5. Did the Lower Court adjudicate the issue of ownership of the \$10,431 or any liability of Richtron or Paul Richins to Young Farms or the Limited Partners, simply because the Lower Court required them to deposit the money until a "trial on the merits"?

6. Can Richtron be held liable to Young Farms and the Limited Partners, absent a proper and complete ACCOUNTING and SETTLEMENT of partnership affairs between the partners of Young Farms? Has there been a proper and complete ACCOUNTING and SETTLEMENT of partnership affairs between the partners of Young Farms that would justify any "alleged" liability of Richtron to Young Farms or the Limited Partners?

7. Is Richtron, a dismissed party, liable to Young Farms or the Limited Partners for \$10,431? Is Paul Richins, a dismissed party, or Leo Richins, a non-party, liable to Young Farms or the Limited Partners for the "alleged" liability of Richtron?

8. Can the Lower Court enter the Dismissal and dismiss the Limited Partners' claim to the \$10,431, but thereafter conduct an Evidentiary Hearing on the issue of liability of dismissed parties under the dismissed claim and refuse to take evidence from the dismissed parties who are adversely affected?

9. Does Leo Richins (or Paul Richins) have the right to the return of his \$10,431 upon the Dismissal, the Limited Partners' dismissed claim to it, and withdrawal of such other appeal? Did the Lower Court error in not returning Leo Richins' \$10,431 to him upon the Dismissal, the Limited Partners' claim to it,

and withdrawal of such other appeal?

STATEMENT OF FACTS

1. On November 15, 1974, Richtron purchased the "Allred Property" (480 acres) and "Freston Property" (368 acres), in the name of "Richtron, Inc.", from Robert M. and Betty Jean Young, under the "Young/Richtron Contract" in escrow at Defendant, Bank of Utah ("Bank") (Ex. A). The Youngs had previously purchased the Allred Property from Defendants, Aral Wesley and Sarah Elaine Allred under the "Allred Contract", and the Freston Property from J. Dorrant and Ethelene Freston, under the "Freston Contract". Under the Young/Richtron Contract, Richtron agreed to assume and make payments on the underlying Allred Contract (Ex. B, par. 18).

2. On November 15, 1974, Young Farms purchased the Allred and Freston Property from Richtron, pursuant to the wrap-around "Richtron/Young Farms Contract" in escrow at the Bank (Ex. C). The Limited Partners are NOT parties to such Contract. (See Footnote #1, below.)

3. On February 20, 1981, Richtron made its November 15, 1980, \$10,431 payment on the Allred Contract to the escrow at the Bank (R. 191, par. 3; 194) (Ex. D), and on December 7, 1981, RICHTRON (not Paul Richins) withdrew the money from the Bank (R. 115)(Ex. E, par. 2).

4. On March 10, 1981, SOLELY by the Limited Partners filed a lawsuit in the Lower Court against Richtron, its retired general partner, and Paul Richins, President of Richtron. The Limited Partners and Tower also brought it under the guise of "Young Farms" (Ex. F). On April 6, 1981, Richtron and Paul Richins filed their "Answer and Counterclaim" against the Limited Partners (Ex.

(FOOTNOTE #1 - Upon formation of Young Farms, Richtron disclosed to the Limited Partners that Young Farms was purchasing such properties under different purchasing terms than those of Richtron's, and at a profit to Richtron on the sale of such properties to Young Farms, pursuant to a "Private Placement Memorandum", dated November 15, 1974, used in offering participation interests in Young Farms to the Limited Partners.)

G). On April 10, 1981, the Limited Partners filed there "Reply" (Ex. H.).

5. On February 16, 1982, the Lower Court entered an Order requiring both Richtron and Paul Richins to deposit an aggregate of \$10,431 with the Clerk of the Court "pending the determination of the rights of the parties in the Allred Contract and the properties underlying said contract" and until "the determination of the rights of the parties in and to the property involved in this action to be determined at the time of trial" (R. 234-235)(Ex. I). The Allreds were not then parties (R. 234-235).

6. On February 16, 1982, the Limited Partners filed their "Amended Complaint" against Richtron and Paul Richins seeking, in pertinent part, the relief described under "Nature and Disposition of Case" on page 4 above (R. 236-242)(Ex. J). On March 4, 1982, Richtron and Paul Richins filed their "Answer and Cross Claim" (Ex. K).

7. On March 17, 1982, Leo Richins obtained from the Barnes Banking Company, Kaysville, Utah, at the request of Paul Richins and on Paul Richins' personal behalf (R. 625-626), a Letter of Credit payable to the Lower Court for \$10,431 in an attempt to help Paul Richins meet his requirement under the February 10, 1982, Order to deposit the money. The Letter of Credit was issued for the "account of Leo H. Richins" (R. 288-289)(Ex. L).

8. On December 14, 1982, the Lower Court entered an Order declaring that the Letter of Credit was NOT SUFFICIENT in that it appeared to be revocable and did not provide for interim interest. Judge Cornaby ordered that Leo Richins' Letter of Credit be amended to provide for interest pending the outcome of the case (R. 359- 360)(Ex. M).

9. On January 25, 1983, Milton Goff, Trustee in Trust, allegedly assigned, transfered and quit-claimed to Young Farms all his rights, title and interest in the property and property rights belonging to RICHTRON, which property rights were allegedly purchased by Goff pursuant to a Federal (IRS) Tax Sale. Said assignment allegedly covered all property and interests known as

Young Farms and the property belonging to Young Farms, which included the Allred Property (R. 493-517)(Ex. N, pg. 3). (See Footnote #2 below.)

10. On April 22, 1983, Judge Cornaby ruled that no change to Leo Richins' Letter of Credit had been made, and entered a Ruling, followed by an Order entered May 3, 1983, requiring Richtron and Paul Richins to deposit \$10,431 in cash into Court with 30 days because no change had been made (R. 442)(Ex. O-1,O-2). No cash deposit was made with 30 days by Richtron or Paul Richins as ordered (R. 453).

11. On June 9, 1983, Judge Cornaby ruled that "defendant, RICHTRON,

(FOOTNOTE #2 - On May 16, 1984, the United State District Court for the District of Utah, Northern Division (Case No. NC-83-0019W) entered a "Judgment" wherein said Court decreed, in pertinent part, as follows:

- "1. That that certain United States Internam Rivenue Service public auction conducted on October 29, 1982, in Odgen, Utah, for the purpose of liquidating certain tax liabilities of the plaintiff, Richtron, Inc., is absolutely VOID and of NO FORCE OR EFFECT.
2. That any and all Certificates of Sale of Seized Property issued by the United States Internal Revenue Service to either Goff or Goff's nominees or agents are absolutely VOID and of NO FORCE OR EFFECT.
4. That neither Goff nor his nominees or agents have any right, title or interest in and to, (i) the capital stock of the plaintiff corporations; (ii) the right of the plaintiff corporations to liquidate, wind-up, terminate and render an accounting respecting the affairs of any limited partnership [including Young Farms] of which they are the liquidating general partners; (iii) the right of the plaintiff corporations to institute or maintain causes of action for or on behalf of themselves; and (iv) any of the following described real estate contracts and partnership interests:
 - (r) Richtron, Inc.'s, right, title, and interest in and to that certain Real Estate Contract existing between Richtron, Inc. and Young Farms, Ltd., a Utah limited partnership, where Richtron, Inc., is shown as the seller.
 - (ff) Richtron, Inc.'s right, title, and interest in and to that certain contract or Real Estate Contract wherein Richtron, Inc., a Utah corporation is shown as the buyers and Robert M. & Betty Jean Young are shown as the seller."

On March 4, 1985, in the Second Judicial Court for Davis County, Utah (Case # 29552), Judge Cornaby entered an "Order Vacating Orders Dated February 2, 1983 and July 21, 1983", wherein he vacated, in their entirety, both Orders, dated February 2 and July 21, 1983, which decreed Goff a right in the Allred and Freston Properties. Such action effectively VOIDED all authority in which Goff claimed to have any right in the Allred Contract and Property.)

INC., has not deposited their \$10,431" into court, and entered an Order for the Clerk of the Court to collect from Barnes Banking Company \$10,431 in accordance with the terms of the Letter of Credit provided by Leo Richins (on behalf of Paul Richins) "to be deposited with the Clerk of the Court and the Clerk to invest the said sum in interest-bearing certificates UNTIL THE FINAL CONCLUSION OF THIS MATTER" (R. 453-454)(Ex. P). The Clerk then sent a letter to Barnes Banking Company demanding payment on Leo Richins' theretofor INSUFFICIENT Letter of Credit (R. 486).

12. On July 21 1983, in Case No. 29552, Judge Cornaby entered an Order depriving Richtron of its constitutional right to legal counsel (R. 590-592) (Ex. Q). On October 14, 1983, Richtron's legal counsel withdrew from this case because of such bizarre Order (R. 517)(Ex. R). (See Footnote #2, page 11.)

13. On October 3, 1983, the Limited Partners filed a "Motion for Partial Summary Judgment" seeking a determination that RICHTRON, INC., had no interest in any of the real estate properties which were part of the case (because Goff's assignment to "Young Farms"). No relief was requested for a determination respecting who owned the \$10,431 on deposit with the Clerk via the Court drawing down Leo Richins' Letter of Credit (R. 491-512)(Ex. S).

14. On November 1, 1983, Paul Richins filed his "Affidavit of Paul H. Richins" in support of his "Motion to Dismiss as Against Young Farms, Ltd., for Lack of Capacity and Authority to Sue", which was never adjudicated (R. 521-550) (Ex. T).

15. On November 9, 1983, the Lower Court entered its "Partial Summary Judgment" (R. 584-585)(Ex. U), adjudicating, in part, that:

"that the Amended Complaint against the defendant, Paul H. Richins, is hereby DISMISSED without prejudice",..."that there was NO COUNSEL PRESENT with any objection to the Motion for Partial Summary Judgment against the defendant, Richtron, Inc.",..."[because Judge Cornaby had ordered in Case No. 29552 that NO person as counsel was entitled to represent Richtron in legal proceedings or otherwise]..."that the documents on file herein indicate that there are no material facts in dispute in regard to any claim that defendant, Richtron, Inc., might have in regard to the interest in the properties that are the subject

of this action",... "that Richtron, Inc., has no right, title or interest or claim to or in the REAL property which is the subject matter of this suit",...and "the defendant, Richtron, Inc., is herewith DISMISSED out of this case." (See Footnote #3 below.)

16. On December 1, 1983, Richtron and Paul Richins filed their "Notices of Appeal", thereby appealing the Lower Court's "Partial Summary Judgment", entered November 9, 1983 (R. 593,598)(Exs. V-1,V-2).

17. On December 7, 1983, after the Dismissal, by way of the "Partial Summary Judgment", PAUL RICHINS, on his own behalf and for Leo Richins, sent a letter to the Lower Court requesting redelivery of the \$10,431 deposited via Leo Richins' Letter of Credit (R. 600)(Ex. W).

18. On December 8, 1983, in answer to PAUL RICHINS' written request for redelivery of the \$10,431, Judge Cornaby entered his "Ruling on PAUL RICHINS' Request for Refund", stating that (R. 606)(Ex. X):

"If the defendants dismiss the appeal, then it would appear proper to return the \$10,431 to Leo Richins. As long as the appeal remains in process, the amount should remain with the clerk of the court. The defendants' request to return the \$10,431 deposit is denied."

19. On January 3, 1984, based on the representations of Judge Cornaby in his December 8, 1983, Ruling that he would release Leo Richins' \$10,431 if Richtron and Paul Richins withdrew their appeals, a "Notice of Withdrawal of Appeal" was filed and such other appeal was dismissed that same day (R. 631).

20. On January 9, 1984, the Lower Court entered an "Order" wherein it reaffirmed, word for word, its "Ruling on PAUL RICHINS' Request for Refund", dated December 8, 1983. However, the "Order" does NOT ORDER, ADJUDICATE OR DECREE ANYTHING and is not a final order or judgment (R. 652-653)(Ex. Y).

(FOOTNOTE #3 - The Federal Court's voiding of the IRS Tax Sale and the Lower Court's vacating of Goff's rights in the Allred and Freston Properties, as discussed in the Footnote #2 on page 11, thus effectively VOIDED all authority of Goff to sell Young Farms his rights and interest in such Properties, and, therefore, Young Farms' direct interest in such Properties under the transfer from Goff (R. 493-517). The vacating judgments and orders will also have the effect of vacating the "Partial Summary Judgment" which allegedly decreed to Young Farms all Goff's interest in such Properties via the IRS Tax Sale. Conclusively, the "Partial Summary Judgment" has no effect on Richtron's rights in the Allred Contract and Property.)

21. On January 12, 1984, upon motion of the Limited Partners and AFTER THE DISMISSAL, without prejudice, Judge Cornaby conducted an Evidentiary Hearing with respecting who owned and should receive the \$10,431 deposited by Leo Richins (Transcript).

22. On February 1, 1984, notwithstanding the DISMISSAL three months before, Judge Cornaby entered his "Findings of Fact and Ruling" respecting the Evidentiary Hearing conducted AFTER the Dismissal and entry of the "Order" (R. 662)(Ex. Z). Said self-serving instrument was submitted by the Limited Partners without serving it on Richtron, Paul Richins or Leo Richins, whose interests where materially affected adversely, but rather by serving it on attorneys for other defendants (R. 665)(Ex. Z). The Lower Court did NOT enter a final order or judgment respecting the matter AFTER the Evidentiary Hearing.

23. At said Evidentiary Hearing, the Lower Court refused to allow Richtron or Paul Richins to present evidence in their defense with respect to the \$10,431, notwithstanding the Limited Partners' claim to it adversely affected them and Leo Richins who provided it for Paul Richins (R. 648) (Tr. 8:6-13,18-21), because both had been DISMISSED and were no longer parties. Nevertheless, Court took evidence EXCLUSIVELY FROM the Limited Partners on a claim, under their Amended Complaint, previously dismissed on the their own initiative (R. 236)(Ex. J, pars. 8,9,10,11,13,15).

24. At said Evidentiary Hearing, Paul Richins testified that:

(a) In January, 1981, LTD Investments (who had purchased the Freston Property from Young Farms) paid Richtron, as liquidating general partner of Young Farms, \$52,000 under the "Young Farms/LTD Investments Contract" in escrow at First Security Bank in Roosevelt (Tr. 43:2-10). Paul Richins, acting on behalf of Richtron, then took it up to the Bank and made a \$32,396 payment on the "Richtron/Young Farms Contract" in escrow there (Tr. 43:8-10). Richtron did not immediately make a payment on the Allred Contract because it was not then required, had a grace period, and simply took advantage of it (Tr. 43:15-22).

(b) Leo Richins and Lucille Richins, the parents of Paul Richins, later provided \$9,310.33 to Richtron (Tr. 45:20-25) and the money was secured with an interest in some contracts (Tr. 44:18-25; 45:1-3). Paul Richins made out a check on behalf of Richtron for \$10,431 (Ex. D). Lucille Richins delivered it to the Bank on February 20, 1981 (Tr. 22:7-13; 20:24-25; 21:1-2), as per Lucille Richins' Affidavit in the file (R. 191).

(c) The \$10,431 payment was sent by the Bank to Gayle McKeachnie, Allreds' lawyer. He felt the payment was late, which Richtron denied, and sent it back to the Bank where it sat for several months (Tr. 24:11-18).

(d) On December 4, 1982, Paul Richins, acting on behalf of Richtron, hand delivered a letter (Ex. AA) to Frank Hazen of the Bank (Tr. 24:8-9) which represented a written tender for the \$10,431 payment (R. 644). On the same date, at the request of Paul Richins, acting on behalf of Richtron, the Bank delivered a check for \$10,431 to Paul Richins, acting on behalf of Richtron (Tr. 25:6-8; 25:14-17; 26:1-8)(R. 199-201)(Ex. E).

(e) The \$10,431 check was deposited in the bank account of Richtron (Tr. 26:7-8; 27:7-8), and from there it was paid over to the law firm of Roe and Fowler on the same day as legal fees for Richtron (Tr. 27:9-14; 70:23-25; 71:5-11).

(f) On February 11, 1982, a "Minute Entry" was entered (R. 233), pursuant to the Limited Partners' motion, wherein "RICHTRON, INC." was required to put into Court the \$10,431, but for some reason the Order says "defendants" (Tr. 28:13-21) (R. 234).

(g) Following the February 16, 1982, Order requiring Richtron and Paul Richins to deposit \$10,431 into Court ("pending the determination of the rights of the parties in the Contract and the properties underlying said contract") (R. 234), Paul Richins solicited and received from Leo Richins a Letter of Credit drawn on Barnes Banking Company in favor of the Lower Court (Ex. L) in order for PAUL RICHINS (not Richtron) to comply with such Order

(Tr. 27:19-23; 29:2-3,23-24; 30:16-19; 31:15-18,24-25; 32:1-2; 57:18-25; 58:1-11,16-25; 60:14-21) (R. 625-628).

(h) The Letter of Credit was delivered to the Court on behalf of Paul Richins (who had no interest in the property (R. 625-628)(Ex. BB-1, pars. 3,4) or any obligation to pay a corporate debt with respect thereto) and not on behalf of Richtron, or any obligation it may have had (Tr. 27:19-23; 29:2-3, 23-24; 30:16-19; 31:15-18,24-25; 32:1-2; 57:18-25; 58:1-11,16-25; 60:14-21) (Exs. BB-1,BB-2).

(i) Young Farms never made their (\$32,396 November 15, 1981) payment to Richtron (Tr. 62:14-16) (R. 641; 171, pars. 15-16) (Ex. CC).

25. At said Evidentiary Hearing, Leo Richins testified that:

(a) Leo and Lucille Richins provided \$9,310.33 to Richtron in order for Richtron to make the (November 15, 1980, \$10,431) payment on the Allred Contract (Tr. 77:15-25; 78:1-9).

(b) In consideration for the \$9,310.33, Leo received an interest in a contract (Tr. 79:6-15).

(c) Paul Richins later told Leo he had taken the \$10,431 payment on the Allred Contract out of the Bank, a portion of which Leo Richins had provided earlier, and paid it as a legal fee to David Leta (Tr. 82:3-8).

(d) On or about March 25, 1982, Paul Richins requested Leo to provide some other monies for him (Tr. 80:21-24; 81:1).

(e) Leo provided the Letter of Credit on behalf of Paul Richins pursuant to the February 10, 1982, Order which Paul Richins was then under, and not on behalf of Richtron or for any obligation Richtron may have had (Tr. 84:11-14; 87:22-25; 89:6-9; 90:11-14; 92:14-16) (Exs. BB-1,BB-2).

(f) Leo received NO CONSIDERATION for issuance of the Letter of Credit for Paul Richins and provided it as an accommodation for Paul Richins (Tr. 88:1-7; 90:11-16).

(g) Leo deposited the \$10,431 into Court and it should not go

back to Paul Richins, but should go back to "the source from which it came" -- LEO RICHINS! (Tr. 89:15-23).

(h) Leo had no idea who the parties were in the lawsuit when he provided the Letter of Credit for Paul Richins or why the Court required it (Tr. 91:12-14; 84:11-19; 88:20-25).

(i) Leo definitely has an interest in the action; the \$10,431 is his; he provided it; he is the source from which it came; and it should go back to him (Tr. 93:7-13,18-23).

26. At said Evidentiary Hearing, Lucille Richins testified that:

(a) Lucille and Leo Richins provided \$9,310.33 to RICHTRON which represented the majority of the (November 15, 1980, Richtron) payment on the Allred Contract (Tr. 96:18-20).

(b) Lucille delivered a check for the (November 15, 1980, \$10,431) payment for Richtron to the Bank on February 20, 1981 (Tr. 96:8-13).

(c) The money was needed to make a payment on the Allred Contract on behalf of RICHTRON (Tr. 97:16-19).

(d) Lucille knew that Leo Richins' Letter of Credit was provided on or about March 15, 1982 (Tr. 14-18).

(e) Paul Richins asked Lucille and Leo Richins to provide a \$10,431 Letter of Credit for PAUL RICHINS personally because he personally was under a court order to provide \$10,431 to be deposited in the Court, and they so provided it (Tr. 99:19-25; 100:20-23).

(f) Lucille understood that the \$10,431 payment into Court (via the Letter of Credit) was to be put there because the Court had ordered PAUL RICHINS personally to put \$10,431 into Court (Tr. 100:1-8).

(g) The Letter of Credit was provided for PAUL RICHINS personally and NOT for Richtron (Tr. 99:22-25; 100:20-25; 101:1-4,18-25; 102:9-10).

(h) There was NO CONSIDERATION in return for the Letter of Credit (Tr. 101:5-7).

27. At the conclusion of said Evidentiary Hearing, Judge Cornaby ruled that:

(a) There was no question that Young Farms paid their (November 15, 1980) payment to RICHTRON, as required by the (Richtron/Young Farms) contract (Tr. 104:9-12).

(b) Lucille Richins delivered the (\$10,431, November 15, 1980, Allred Contract) payment to the Bank on February 20, 1981, but the payment was not credited until three days later (Tr. 105:5-9). The Allreds refused the payment, sent it back, and the money remained with the Bank for approximately one year. (Tr. 105:14-15; 106:10-12).

(c) Later, Paul Richins, on behalf of Richtron, sent a letter to the Bank requesting that the money be returned to RICHTRON (Tr. 105:18-21). The Bank returned the \$10,431 to RICHTRON (Tr. 105:21-23) (Ex. E & AA). The Bank's check shows it related to the Allred Contract (Tr. 106:2-3).

(d) Leo and Lucille Richins loaned \$9,310.33 in order to make the initial (November 15, 1980) payment to the Bank. The money was placed in the RICHTRON account. Richtron made up the difference, and a payment was made by RICHTRON for the entire amount on February 20, 1981 (Tr. 106:4-9). Richtron and Frontier Investments received the money and spent at least \$10,000 of it for attorney's fees for RICHTRON or Frontier (Tr. 106:13-16).

(e) The Court entered an Order, dated December 14, 1982 (R. 359) (Ex. M), that Defendants (Richtron and Paul Richins) either give the Court a letter of credit that included interest or else pay the cash into Court, because if the Plaintiffs WON THE CASE (which was dismissed later) they had a right to it IF IT WAS DECIDED THEY SHOULD RECEIVE IT (Tr. 107:15-21). Neither was done (Tr. 107:22), so the Court forced the money (behind Leo Richins' Letter of Credit) to be put into the Court as cash so it would draw interest, and that's where it has been since (Tr. 107:24-25).

(f) The Richins testified the Letter of Credit "was what they

considered a personal letter for PAUL RICHINS, not a loan to Richtron or Frontier Equities or any other corporation, and the Court so finds." (Tr. 108:12-15)

(g) The Richins "received NO CONSIDERATION for the letter of credit" but "obviously did it because they trusted their son, Paul, and because he had requested them to do it and they have a love for their son, Paul, and for that reason decided to do it." (Tr. 108:16-21)

(h) Paul Richins claims the \$10,431 only on behalf of Leo and Lucille Richins (Tr. 109:9-11). Plaintiffs claim it as the 1980 (Allred Contract) payment, "BUT IT WAS TO BE DETERMINED AT THE END OF THE LAWSUIT, AND THIS COURT BELIEVES WHAT THEY WERE TALKING ABOUT WAS AFTER A TRIAL ON THE MERITS, what they would find out by it, who owned it." (Tr. 109:11-16) "The Court can't find that PAUL RICHINS personally had an obligation to pay that \$10,431 to the Court. Obviously, Leo Richins didn't have an obligation to pay \$10,431 to the Court [which he did, in fact, do anyway], but THE FACT THAT HE DID PAY IT ON THE ORDER OF THE COURT DOES NOT MEAN THAT IT AUTOMATICALLY BELONGS TO THE PLAINTIFFS." (Tr. 109:16-21)

(i) Paul Richins used the (November 15, 1980, payment of) \$10,431 "on behalf of the corporation, Richtron" and "spent it for attorney's fees and other things." (Tr. 109:24-25; 110:1)

(j) "RICHTRON obviously owes that \$10,431." (Tr. 110:2) "The Court believes that RICHTRON [not Paul Richins] owes that money. RICHTRON received the \$10,431 and RICHTRON owes it." (Tr. 110:5-7) "RICHTRON is the one who owes the debt." (Tr. 110:14-15) "I said they [the Richins] OWN it. I said it was theirs." (Tr. 116:13-14)

(k) The fact that Leo Richins paid in the \$10,431 is NOT the same thing as Richtron paying the payment (Tr. 110:2-5).

(l) In December, 1982, (pursuant to an IRS Tax Sale), the IRS sold to Milton Goff, as trustee for others, all of the interests of Richtron (in

the Allred and Freston Contracts, among others) (Tr. 106:17-23) (R. 595). "The Court believes that with this settlement between those parties" [Milton Goff, the alleged new owner of the rights of Richtron in the Allred and Freston Contracts and Young Farms (R. 595)] "and the dismissal of Paul Richins from the lawsuit, that the letter of credit for the \$10,431 plus the interest from which it has been ordered should go back to the same source that it came from which was LEO RICHINS. So, that's going to be the ruling of the Court." (Tr. 111:2-10)

(m) Paul Richins doesn't have any right to the money, Leo Richins does, "BECAUSE WE [the Court] DREW ON LEO'S MONEY." (Tr. 111:21-25) "There's no way that Paul Richins could have drawn on the letter of credit. others could have, but not Paul." (Tr. 112:6-8)

28. At said Evidentiary Hearing, the Limited Partners did NOT introduced any documentary evidence or testimony that the \$10,431 belongs to them or anyone other than Leo Richins, and absolutely nothing to refute the testimony of Paul, Leo and Lucille Richins (Entire Tr.). There is no SWORN statement in the Record wherein the Limited Partners (or Young Farms for that matter) even claim they own or have a right to the money.

29. At said Evidentiary Hearing, the only evidence introduced by the Limited Partners was that Young Farms had paid RICHTRON (not Paul Richins personally) enough cash for RICHTRON to make the November 15, 1980, payment on the Allred Contract, but that RICHTRON (not Paul Richins personally) had picked up the money from the Bank and applied it for attorney's fees for RICHTRON.

30. At said Evidentiary Hearing, the Limited Partners did NOT introduce any evidence that Paul Richins (a dismissed party) or Leo Richins (a non-party) should be personally liable for and be required to pay the corporate debt, if any, of RICHTRON, (particularly when the Limited Partners' "alter-ego" claim against Paul Richins was previously dismissed on their own initiative and Leo Richins was not a party (Entire Tr.).

31. At said Evidentiary Hearing, the Limited Partners did NOT introduce any evidence of a proper and complete ACCOUNTING and SETTLEMENT between the parties with a balance struck of ALL debits and credits between Richtron and Young Farms (which would have disclosed a substantial liability of Young Farms to Richtron of at least \$75,000, but for which Richtron has been unable to collect) (Transcript).

32. At said Evidentiary Hearing, the Limited Partners did NOT introduce any evidence that Richtron had defaulted under the Richtron/Young Farms Contract, thus giving rise to a claim by Young Farms for specific performance. Nor was any evidence introduced proving that any Limited Partner had an interest in such contract or any right to alleged damages under it.

33. On December 29, 1981, Richtron retired and withdrew as general partner of Young Farms, thus dissolving Young Farms (R. 530)(Ex. T, pg. 42).

34. The Limited Partners have invalidly continued the business of Young Farms after dissolution and without an accounting, a winding up, and termination (R. 551), and without a proper amendment to the certificate of limited partnership to continue.

35. Richtron is the stipulated, court decreed, liquidating general partner of Young Farms, and Richtron has NOT acted on behalf of or authorized Young Farms to bring this Appeal (R. 523)(Ex. T, pgs. 52-61, par. 12), nor authorized Joseph S. Knowlton, Esq., to represent Young Farms in this Appeal.

SUMMARY OF ARGUMENTS

The "Order" and "Findings of Fact and Ruling" are NOT final orders or judgments upon which an appeal may lie. Richtron or Paul Richins are NOT bound by the "Order" and "Findings of Fact and Ruling" entered after the Dismissal, and without any notice of them.

The "Partial Summary Judgment" and "Pre-Trial Order" did NOT adjudicate the issue of who is the SOLE general partner of Young Farms, whether Richtron or

Tower. Richtron is the stipulated, court decreed, liquidating general partner of Young Farms, has the SOLE right to act for Young Farms in this Appeal, and Tower has NO such right. Young Farms has NOT been authorized to bring this Appeal, and Joseph S. Knowlton, Esq., has NOT been authorized to appear in this Appeal as counsel for Young Farms.

Under the limited partnership interests in Young Farms, the Limited Partners do NOT possess an "individual" interest in the subject real estate contracts and underlying properties of either Richtron or Young Farms, and NOT in the \$10,431 on deposit.

The Limited Partners' Amended Complaint contains a claim for the \$10,431 they alleged had been missappropriated. Leo Richins, a non-party, paid \$10,431 into court, via the Clerk of the Lower Court drawing on his Letter of Credit, before Richtron and Paul Richins were dismissed from the case. He provided it on behalf of Paul Richins, NOT for Richtron.

The Lower Court did NOT adjudicate the issue of ownership of the \$10,431 or any liability of Richtron or Paul Richins to Young Farms or the Limited Partners simply because the Lower Court required them to deposit the money until a "trial on the merits".

Richtron is NOT liable to Young Farms and the Limited Partners, absent a proper and complete ACCOUNTING and SETTLEMENT of partnership affairs between the partners of Young Farms. There has NOT been a proper and complete ACCOUNTING and SETTLEMENT of partnership affairs between the partners of Young Farms that would justify any "alleged" liability of Richtron to Young Farms or the Limited Partners.

Richtron, a dismissed party, is NOT liable to Young Farms or the Limited Partners for \$10,431. Paul Richins, a dismissed party, and Leo Richins, a non-party, are NOT liable to Young Farms or the Limited Partners for the "alleged" liability of Richtron.

The Lower Court cannot enter the Dismissal and dismiss the Limited

Partners' claim to the \$10,431, but thereafter conduct an Evidentiary Hearing on the issue of liability of dismissed parties under the dismissed claim and refuse to take evidence from the dismissed parties who were adversely affected.

Leo Richins (or Paul Richins) have the right to the return of his \$10,431 upon the Dismissal, the Limited Partners' dismissed claim to it, and withdrawal of such other appeal. The Lower Court erred in not returning Leo Richins' \$10,431 to him upon the Dismissal, the Limited Partners' dismissed claim to it, and withdrawal of such other appeal.

It was the intent and order of the Lower Court to require that \$10,431 be deposited in court and held there "until the final conclusion of the matter", which the Lower Court interpreted to mean a "trial on the merits", until it was determined who had the right to it. But there was NOT a "trial on merits" prior the Dismissal. The \$10,431 is Leo Richins' money and he has the right to its return upon the dismissal of Richtron and Paul Richins from the case without adjudicating the Limited Partners' claim to it.

ARGUMENTS

ARGUMENT I

The Lower Court's "Findings of Fact and Ruling" and
"Order" are NOT Final Orders and Judgments
and are NOT Appealable

The Limited Partners have appealed from the Lower Court (i) the subject "Order", entered January 9, 1984 (Ex. Y), and (ii) the subject "Findings of Fact and Ruling", entered February 1, 1984 (Ex. Z). Rule 72(a) of the Utah Rules of Civil Procedure provides, in part, that:

"An appeal may be taken to the Supreme Court from all FINAL ORDERS and JUDGMENTS in accordance with their rules;"

The Lower Court's "Findings of Fact and Ruling" (R. 662-665) is NOT a FINAL ORDER or JUDGMENT. The "Findings of Fact and Ruling" DOES NOT ORDER, ADJUDGE OR DECREE ANYTHING. The Supreme Court lacks jurisdiction to consider an

appeal respecting the "Findings of Fact and Ruling".

The "Order" is not a FINAL ORDER or JUDGMENT either. Although on its face it states it is an order, a review of it clearly shows that IT DOES NOT ORDER, ADJUDGE, OR DECREE anything either, and does NOT have even the first essential requisite of a judgment. Under Rule 54(a), Utah Rules of Civil Procedure, a "judgment" is defined as:

"(a) Definition; Form. "Judgment" as used in these Rules includes a decree and any order from which an appeal lies..."

In re: ELLINWOOD vs. BENNION, 73 U. 563, 267 P. 159, the Utah Supreme Court found:

"No particular form or words was essential to constitute a judgment, provided they were such as to indicate with reasonable certainty a final determination of the rights of the parties and the relief granted or denied. But in order that the document be a judgment it had to be sufficiently definite and certain as to be susceptible of enforcement; it had to specify the relief granted or denied; it had to determine the right of the parties, and describe the parties for or against whom it was rendered. IF IT DID NOT ORDER, ADJUDGE, OR DECREE ANYTHING, IT HAD NOT EVEN THE FIRST ESSENTIAL REQUISITE OF A JUDGMENT"

The "Order", was entered as a result of the Limited Partners motion for the Lower Court to modify its previous Ruling, entered December 8, 1983, by deleting the following wording from it:

"If the defendants dismiss the appeal then it would appear proper to return the \$10,431 to Leo Richins. As long as the appeal remains in process, the amount should remain with the clerk of the court."

Said Motion did NOT seek an ORDER, ADJUDICATION or DECREE of anything, nor was the Motion supported by any SWORN statements as to the Limited Partners right to the \$10,431. Such motion was denied.

In re: COX vs. DIXIE POWER CO., 81 U. 94, 16 P. 2nd 916, the Utah Supreme court found:

"Order was decision of a motion, while judgment was decision of trial."

There was NO "trial on the merits" in this case PRIOR to entry of the "Order". There is no SWORN statement anywhere in the Record wherein the Limited Partners or Young Farms even claim a right to the \$10,431. Certainly FINAL

orders and judgments cannot be entered without at least some kind of SWORN statements or testimony or documentary evidence to fully adjudicate the matter. The Record evidences that NONE of these essential elements existed BEFORE entry of the "Order". In re: KENNEDY vs. NEW ERA INDUSTRIES, INC., AND M.S. ROSENBERG, ET AL., U. 600 P. 2nd 534, the Utah Supreme Court held in SCHURTZ vs. THORLEY, 90 Utah at 384, 61 P. 2nd at 1264, quoting NORTH POINT CONSOLIDATED IRRIG. CO. vs. UTAH AND SALT LAKE CANAL CO., 14 Utah 155, 46 P. 824 that:

"A JUDGMENT TO BE FINAL MUST DISPOSE OF THE CASE AS TO ALL THE PARTIES AND FINALLY DISPOSE OF THE SUBJECT MATTER OF THE LITIGATION ON THE MERITS OF THE CASE."

Such "Order" could not have possibly disposed of the case because it had already been disposed of, i.e., the case had been dismissed, without prejudice, against Richtron and Paul Richins TWO MONTHS before. The "Order" could not have possibly disposed of the subject matter on the merits because the Evidentiary Hearing was not only conducted AFTER the case was dismissed against Richtron and Paul Richins, but AFTER entry of the "Order". In further re: OLDROYD vs. McCREA, 65 U. 142, 235 P. 580, 40 A.L.R. 230:

"Judgment to be FINAL for purposes of appeal had to dispose of case as to all parties and finally DISPOSE OF SUBJECT MATTER OF LITIGATION ON MERITS, or be a TERMINATION of particular proceeding or action."

In further re: WINNOVICH vs. EMERY, 33 U. 345, 93 P. 988; BRISTOL vs. BRENT, 35 U. 213, 99 P. 1000:

"Test of finality for purpose of appeal was not necessarily whether whole matter involved in action was concluded, but whether particular proceeding or action was TERMINATED by judgment."

Clearly, the proceeding or action was not TERMINATED by the "Order" because the action had already been dismissed against Richtron and Paul Richins, and something cannot be TERMINATED that no longer exists. The "Order" simply is not a FINAL ORDER or JUDGMENT, and, therefore, NOT appealable.

Furthermore, the "Order" precedes the "Findings of Fact and Ruling". The "Order" was entered on January 11, 1984. The "Findings of Fact and

Ruling" were entered on February 1, 1984, after the Evidentiary Hearing. The "Order" cannot, therefore, be supported by the "Findings of Fact and Ruling", and has NO validity in equity or law. In re: REICH vs. REBELLION SILVER MIN. CO., 3 U. 254, 2 P. 703:

"Written findings of fact and conclusions of law, separately stated, had to be made and filed BEFORE any judgment could be entered. They were the FOUNDATIONS of the judgment and were as necessary to PRECEDE any judgment as a verdict in case of a trial by jury. There was no presumption in the absence of findings."

In re: FISHER vs. EMERSON, 15 U. 517, 50 P. 619; BILLINGS vs. PARSONS, 17 U. 22, 53 P. 730:

"Making and filing of findings and conclusions was part, and had to PRECEDE entry, of judgment."

In re: HOLM vs. HOLM, 44 U. 242, 139 P. 937:

"Court could not properly proceed to judgment UNTIL FINDINGS WERE MADE ON ALL ISSUES."

In further re: THOMPSON'S ESTATE, 72 U. 17, 269 P. 103:

"Statutory requirement of findings was just as essential in equity as in a law case. A JUDGMENT RENDERED ON NO FINDINGS OR UPON INSUFFICIENT OR IMPROPER FINDINGS HAD NO MORE VALIDITY IN EQUITY THAN AT LAW."

The "Order" and "Findings of Fact and Ruling" simply are NOT a final order or judgment from which an appeal may lie.

ARGUMENT II

Appellant, Young Farms, has NOT been Authorized to File or Maintain this Appeal, and Joseph S. Knowlton, Esq., has NOT been authorized to Appeal on Behalf of Young Farms

Young Farms was organized under the Utah Uniform Limited Partnership Act ("Act"), as a limited partnership, of which Richtron was designated as sole general partner. A certificate of "Limited Partnership Agreement of Young Farms, Ltd." ("Certificate") was filed in the office of the Davis County Clerk, Utah, under Section 48-2-2 of the Act. Pursuant to Section 48-2-1 of the Act, and paragraph 1, Article V, of the Certificate, the Limited Partners granted Richtron the exclusive right to initiate and maintain lawsuits on behalf of

Young Farms, and, therefore, the Limited Partners and their counselors at law are NOT entitled to act for Young Farms in any respect including this Appeal.

On December 29, 1980, (due to certain Limited Partners' and their lawyer's continual interference in management and purchases of and attempts to purchase interests absolutely and unequivocally adverse to Richtron in an attempt to deprive Richtron from not only its interest in the Allred and Freston Properties, but ALL Richtron's other assets as well), Richtron withdrew and retired as general partner of Young Farms and attempted to wind-up Young Farms' affairs by filing a "Notice of Withdrawal" with the Davis County Clerk on January 7, 1981 (R. 530)(Ex. T, pg. 42), and by serving written notice of such retirement on all Limited Partners, pursuant to paragraph 5, Article V, of the Certificate, which states:

"The General Partner [Richtron] may at any time WITHDRAW from the Partnership, sell, or assign all or any part of its interest as a General Partner to a qualified party, by giving Notice to all the Limited Partners, and such action shall be effective upon the receipt by the last Partner of such notice of WITHDRAWAL, sale or assignment."

All Limited Partners consented to such retirement. No Limited Partner objected verbally or in writing, nor does the Record evidence any obligation to such retirement. Paragraph 6, Article VII, of the Certificate states:

"In the event that the General Partner [Richtron] desires to take any action which is subject to the consent of the Limited Partners, the General Partner shall give each Limited Partner notice of the proposed action, and each Limited Partner shall be deemed to have consented to such action unless the General Partner receives an objection from such Limited Partner within 14 days from the date on which notice was mailed." (Ex. T, pg. 50)

Upon such retirement, Young Farms dissolved with the express written consent of the Limited Partners, pursuant to Article VII of the Certificate, which states:

"The Partnership shall terminate [dissolve] twenty (20) years from the date of this Agreement or upon the prior occurrence of any of the following events:

a. The WITHDRAWAL, dissolution or bankruptcy of the General Partner".

A "Notice of Dissolution and Discontinuance of Limited Partnership" was

filed with the Davis County Clerk on January 11, 1982 (R. 531)(Ex. T, pg. 43). A "Notice of Cancellation of Certificate of Limited Partnership of Young Farms, Ltd." was filed on May 28, 1982 (R. 532)(Ex. T, pg. 44) and a copy sent to each Limited Partner. No objection was made. Under Section 48-2-20 of the Act, such retirement dissolved Young Farms. Said statute provides:

"Effect of RETIREMENT, death or insanity of a general partner. —
The RETIREMENT....of a general partner DISSOLVES the partnership,
unless the business is continued by the REMAINING general partners:

- (a) Under a right so to do stated in the certificate; or,
- (b) With the CONSENT of ALL members."

Upon such retirement, there was NO remaining general partner of Young Farms; there is NO right given in the Certificate providing for a continuance or renewal of the business of Young Farms solely by or at the will of the Limited Partners upon the retirement of Richtron as the sole general partner; and there is NO provision under the Act entitling the Limited Partners to so continue or renew the business absent an express provision under the Certificate otherwise. Upon such retirement, Richtron did NOT give consent to a continuance or renewal of the business of Young Farms solely by the Limited Partners and their non-member agent -- Tower.

Immediately after such retirement, the Limited Partners attempted to elect John P. Sampson, Esq, (who was Richtron's and Young Farms' legal counsel) as substitute general partner of Young Farms and continue Young Farms as if no dissolution had occurred (R. 527-529)(Ex. T, pgs. 39-41). Richtron quickly objected. Although it had retired, Richtron was still a member and partner until complete liquidation and final termination of Young Farms, and was the stipulated, liquidating general partner under the Certificate. No attempt was made by the Limited Partners to remove Richtron as general partner prior to its retirement. And NO amendment to the Certificate has ever been made, duly executed, acknowledged and filed as required under paragraphs 9 and 11 of the Certificate and Sections 48-2-24(2)(d)(e) and 48-2-25(1)(b) of the Act removing

Richtron as a member and partner or authorizing Tower's or Sampson's admittance as a general partner and a continuance of Young Farms.

Later, on July 1, 1981, the Limited Partners and Tower (then attempting to act as general partner of Young Farms) executed and filed what at first glance appears to be an "amendment" to the Certificate (R. 551-582)(Ex. T, pgs. 7-38). However, on close examination, the alleged amendment is TOTALLY INVALID for two reasons: (i) it does NOT bear the SIGNATURE of Richtron, as a member of Young Farms and a party to the Certificate as required under Section 48-2-25(1)(b) of the Act, (ii) it was NOT obtained with the WRITTEN CONSENT of Richtron as required by paragraph 9 of the Certificate, and (iii) it was NOT executed by Richtron on its own behalf and for each Limited Partner. Paragraph 9 of the Certificate (R. 539)(Ex. T, pg. 50) specifically provides that the WRITTEN CONSENT of Richtron is required to AMEND the Certificate:

"9. This Agreement may be AMENDED, from time to time, with the WRITTEN CONSENT OF THE GENERAL PARTNER [Richtron] and all of the Limited Partners."

Paragraph 11 of the Certificate (R. 540)(Ex. T, pg.51) specifically provides that Richtron has the IRREVOCABLE right to execute and file ALL amendments to the Certificate as attorney for each Limited Partner:

"11. Each Limited Partner by the execution of this Agreement or a counterpart of this Agreement does IRREVOCABLY constitute and appoint the General Partner [Richtron] his true and lawful attorney in his name, place and stead, to execute, acknowledge, deliver, file and record in the appropriate public offices (a) all certificates and other instruments (including counterparts of this Agreement) which the General Partner [Richtron] deems appropriate to qualify or CONTINUE the Partnership as a limited partnership (or a partnership in which special partners have limited liability) in the jurisdictions in which the Partnership may conduct business; (b) ALL instruments which the General Partner [Richtron] deems appropriate to reflect a CHANGE or MODIFICATION of the Partnership in accordance with the terms of the Agreement; and (c) all conveyances and other instruments which the General Partner [Richtron] deems appropriate to reflect this dissolution and termination of the Partnership. THE POWER OF ATTORNEY GRANTED HEREIN SHALL BE DEEMED TO BE COUPLED WITH AN INTEREST and shall survive the death or incompetency of a Limited Partner and the assignment by a Limited Partner of his Partnership interest."

Nothing in the Record evidences any attempt whatsoever by the Limited

Partners to revoke such IRREVOCABLE power of attorney. Even if there had been an attempt, the power of attorney was, in fact, IRREVOCABLE because it was COUPLED WITH AN INTEREST. It could NOT be revoked.

Section 48-2-24(2)(d) and (e) of the Act specifically provides under what circumstances the Certificate shall be AMENDED:

"(2) A certificate shall be AMENDED when:

- (d) A person is ADMITTED as a general partner;
- (e) A general partner RETIRES, dies, or becomes insane, and the business is CONTINUED under section 48-2-20;"

Section 48-2-25(1)(b) also specifically provides that ALL members (including Richtron) shall sign an AMENDMENT to the Certificate, subject, of course, to the aforesaid IRREVOCABLE power-of-attorney of Richtron to sign it for ALL Limited Partners:

"(1) The writing to AMEND a certificate shall:

- (b) Be signed and sworn to by ALL members [including Richtron]."

On page 10 of their Brief, the Limited Partners admit to exactly who executed and filed the alleged "amendment":

"All of the LIMITED PARTNERS [without Richtron] got together and AMENDED the Articles of the Limited Partnership Agreement on the 12th day of February, 1981, which Amended Articles were filed July, 1, 1981 and which Amended Articles provided that Tower Real Estate, a Utah corporation, would be the general partner. THESE AMENDED ARTICLES WERE SIGNED BY ALL OF THE LIMITED PARTNERS".

However, under the Act and the Certificate as cited above, the Limited Partners had NO authority whatsoever to execute, deliver and file the alleged "amendment" in their own hand. They had IRREVOCABLY granted such authority to Richtron. Tower certainly had no authority to sign as a general partner because it had NOT been admitted as a member of Young Farms and was NOT a party to the Certificate. It could NOT be admitted as a member and general partner without Richtron's WRITTEN CONSENT and the filing of a proper amendment, executed by Richtron on behalf of ALL members. And the same was NOT obtained. The ONLY person (member and partner) empowered to execute, deliver and file an

amendment to the Certificate is RICHTRON, and any such alleged "Amended Articles" removing Richtron and admitting Tower as general partner and continuing Young Farms, are FATALLY DEFECTIVE, absent proper execution by Richtron for itself and ALL Limited Partners. (See Footnote #4 below!!)

On page 10 of their Brief, the Limited Partners cite paragraph 6, Article VI, of the Certificate as their "alleged" authority to remove the present general partner (Richtron) and elect a new general partner (Tower). Tower, which was NOT a member of Young Farms or a party to the Certificate, then executed the alleged "amendment" to remove Richtron and admit Tower as general partner, just as if it were already a member duly admitted as substitute general partner. However, Richtron had by then already withdrawn and retired, with the written consent of the Limited Partners, and, therefore, Richtron couldn't possibly be removed, nor were the removal provisions of the Certificate then applicable. As shown below, this issue was fully adjudicated, in favor of Richtron

(FOOTNOTE #4 - On January 24, 1985, Joseph S. Knowlton, Esq., prepared for the signature of Kennard Eltinge, president of Tower, the "Affidavit of Kennard Eltinge Proof of Authority", which Eltinge wilfully executed. Such Affidavit was made in support of Knowlton's "Proof of Authority", filed in the SUPREME COURT the same day. Such "Proof of Authority" was filed in opposition to Richtron's "Motion of Richtron, Inc. to Require Appellants' Counsel to Provide Proof of Authority for Appellant, Young Farms, Ltd.", filed in this Court on January 17, 1985. Such Motion was heard on February 4, 1985, but the issue was deferred for resolution in conjunction with this Appeal. In paragraph 2 of Eltinge's Affidavit, he SWEARS that Tower is the general partner of Young Farms. In paragraph 3, he SWEARS he hired Knowlton to represent Young Farms in this Appeal. In paragraph 4, Eltinge apparently claims such authority via Tower's alleged "Amendment to Limited Partnership Agreement", attached to his Affidavit. This "amendment" warrants close examination! First, it is dated February 12, 1981, and recorded July 1, 1981. Second, attached as the last page of it is a certificate signed by Paul Richins, president of Richtron. That certificate appears, at first glance, to evidence Richtron's consent to the execution and filing of Tower's "amendment". NOT TRUE!! That document was NOTORIZED and FILED on June 10, 1980, SEVEN MONTHS before Tower's "amendment" was executed and ONE YEAR before Tower's was filed. Eltinge and Knowlton know full well that Richtron's document is NOT part of, and has nothing to do with, Tower's "amendment". Such document was attached to the original Certificate RICHTRON filed, and should be totally disregarded. It is NOT part of Tower's "amendment", although Eltinge and Knowlton want this Court to believe it is. Nor could it be, it was filed months before Tower's was even executed and filed. For Eltinge and Knowlton to knowingly attach such document to Eltinge's Affidavit, in a bold attempt to give this Court the idea Richtron consented to Tower's unlawful "amendment", is an alleged FRAUD on this Court by them.)

and its legal arguments hereunder, in another case involving similar issues.

As demonstrated herein, RICHTRON is the only IRREVOCABLY authorized member to execute and file with the Davis County Clerk an amendment to the Certificate on behalf of ALL partners, general or limited. And RICHTRON has Not authorized, executed or filed one! Only the duly appointed general partner has the right to prosecute or appeal matters on behalf of Young Farms, and certainly not a Limited Partner or Tower, an entit which hasn't been admitted to Young Farms. Richtron is the REAL PARTY IN INTEREST. In re: LIEBERMAN vs. ATLANTIC MUTUAL INSURANCE COMPANY, 385 P. 2d. 53, 62 Washington 2d. 922:

"Requirement for joinder of all partners in an action upon a partnership asset does not apply to limited partnerships, and in the case of a limited partnership ONLY THE GENERAL PARTNER MAY INSTITUTE A SUIT ON ITS BEHALF."

"LIMITED PARTNERS lacked capacity to maintain an action to recover amount allegedly due under a fire policy issued by defendant insurers on a partnership asset, but such action could be maintained ONLY by GENERAL PARTNER of the limited partnership."

In re: FOX vs. SACKMAN, 591 P. 2d. 855, 22 Washington App. 707:

"Only GENERAL PARTNER in limited partnership is authorized to bring action on behalf of the limited partnership under REAL PARTY IN interest rule."

"Sole GENERAL PARTNER of limited partnership which purchased property from general partner in his individual capacity was REAL PARTY IN INTEREST and therefore authorized to commence quiet title action."

It is NOT the right or duty of the limited partners of a Utah limited partnership, or the right of an entity erroneously believing it is a general partner, to prosecute any action or conduct any business affairs on behalf of, and in the name of, any limited partnership, including Young Farms.

On March 10, 1981, the Limited Partners, through the alleged substitute general partner, Tower, filed the Lower Court action (Case #29700) against Richtron and Paul Richins. On November 4, 1981, the Limited Partners, through the other alleged substitute general partner, John P. Sampson, a Professional Corporation, filed another similar lawsuit on behalf of Young Farms against Richtron and Paul Richins, among others, in the Second Judicial District Court

(Case #30994) involving substantially the SAME ISSUES as those filed earlier in Case #29700 (Ex. T, pgs. 52-61). Both lawsuits were simultaneously heard before the same District Court Judge, J. Duffy Palmer, until later transferred to Judge Cornaby in December, 1982.

During the pendency of that lawsuit under Case #30994, Young Farms was NOT dismissed from the case as a party-plaintiff, notwithstanding the Limited Partners and Tower, the other alleged substitute general partner, had filed the subject lawsuit under Case #29700 eight months before and WERE AWARE OF THE SECOND LAWSUIT. The Limited Partners suggest in their Brief that they were not aware of Case #30994. This is really hard to believe in that the Limited Partners gave John P. Sampson their Limited Powers of Attorney to vote their partnership interests, admit him as general partner (R. 529)(Ex. T, pgs. 39-41), and then sue Richtron and Paul Richins, which they subsequently did (R. 541)(Ex. T. pg. 53). And both cases were being heard before the same Judge, J. Duffy Palmer, in Department #2. (The Limited Partners would obviously see which lawsuit produced the best results for them).

On November 24, 1982, Richtron sought a Summary Judgment in Case #30994 seeking a determination of Richtron's authority to liquidate, wind up and terminate Young Farms and other similarly controlled limited partnerships, and the authority, if any, of ALL other alleged general partners, including Tower, to act on behalf of Young Farms or other partnerships. On November 24, 1982, in Case #30994, Judge Palmer entered an Order Respecting Summary which was never appealed (R. 548)(Ex. T, pgs. 52-61). Said Order and Summary Judgment ORDERED, ADJUDGED AND DECREED, in pertinent part, as follow:

"1. That defendants' [Richtron, Inc., et al.] Motion for SUMMARY JUDGMENT Respecting Defendants' Authority to Liquidate, Wind Up and Terminate the Affairs of the Plaintiff Limited Partnerships [including Young Farms] be, and the same hereby is, GRANTED for the reason that defendants have established that there is no GENUINE ISSUE AS TO ANY MATERIAL FACT respecting defendants' RIGHT and AUTHORITY, as retired general partners of the DISSOLVED plaintiff partnerships [including Young Farms], to liquidate, wind up and terminate the affairs of said

partnerships in accordance with Utah law. Defendants, RICHTRON, INC., and Richtron General, through their agent, defendant, Paul H. Richins, are accordingly entitled to perform any and all acts reasonably required to effect said dissolution, liquidation and termination, including but not limited to, taking POSSESSION and CONTROL of ALL MONIES theretofore paid on account of the plaintiff limited partnerships, wherever located, or earned and to be earned from the development, management or liquidation of the partnership properties, including ALL MONIES now or HEREAFTER ON DEPOSIT WITH THE CLERK OF THE COURT.

2. ...RICHTRON, INC., and Richtron General, are the SOLE and EXCLUSIVE LIQUIDATING GENERAL PARTNERS of the plaintiff limited partnerships [including Young Farms] and therefore have the SOLE and EXCLUSIVE AUTHORITY TO MAINTAIN ACTIONS FOR AND ON BEHALF OF THE PLAINTIFF LIMITED PARTNERSHIPS, including the commencement of the herein action."

The aforesaid Order and Summary Judgment effectively determined the alleged authority of Tower or any other person or entity other than Richtron to act on behalf of Young Farms. Tower simply has none because it has never been duly admitted as a member and substitute general partner of Young Farms (which matter was fully adjudicated in the said Order and Summary Judgment in Case #30994). Tower is simply an interloper and is NOT now, nor was it then, entitled to notice of any pleadings or actions whatsoever respecting Young Farms. If this Court determines the \$10,431 belongs to Young Farms, paragraph 1 of said Order and Summary Judgment granted Richtron the exclusive right to "POSSESSION AND CONTROL OF ALL MONIES PAID ON ACCOUNT..." [of Young Farms] ..."including ALL MONIES now or HEREAFTER on deposit with the Clerk of the Court", including the \$10,431! Richtron is the ONLY entity authorized to receive money for it.

On page 10 of their Brief, the Limited Partners allege that the issue of Richtron's decreed authority as general partner was somehow later "reconsidered" by another judge, Judge Cornaby, who they claim again adjudicated the SAME ISSUE in a "Pre-trial Order", dated May 16, 1983 (R. 446)(Ex. DD). Judge Cornaby is NOT an appellant Judge over Judge Palmer. Nor can he, nor did he, override Judge Palmer's previous Order and Summary Judgment. The Limited Partners further claim that the granting of the "Partial Summary Judgment"

involving a REAL PROPERTY interest somehow also laid to rest the already adjudicated issue of control of Young Farms. The fact is, the issue of control of Young Farms and an adjudication concerning its real property had absolutely nothing to do with one another. The Limited Partners allege that Paul Richins made all the same arguments about the issue of control in his Affidavit to the Court (R. 521-582)(Ex. T). However, a cursory review of the Record absolutely and unequivocally shows that the issue of authority of Tower to control Young Farms or prosecute legal matters for Young Farms was NOT "reconsidered" or adjudicated in such Pre-trial Order or Partial Summary Judgment. Notwithstanding Richtron made a similar motion to dismiss in Case #29700 because of Tower's and attorney Knowlton's lack of authority to sue, NO order was ever entered respecting it. However, the issue of Richtron's authority to act for Young Farms was, nonetheless, conclusive. Such issue is identical with that respecting other partnerships effected by said Order and Summary Judgment in Case No. 30994. This is precisely why JUDGE PALMER MADE NO EXCEPTION FOR YOUNG FARMS AND RICHTRON'S RIGHT TO CONTROL IT and decreed accordingly.

On February 27, 1984, AFTER the dismissal, Judge Cornaby entered the aforesaid Pre-trial Order in which the Limited Partners claim Tower was "recognized" as the general partner (Ex. DD). Such self-serving Pre-Trial Order was prepared by the Limited Partners and entered without notice to Richtron. Richtron was NOT a party to or affected by it because of the Dismissal. It has NO affect on Richtron's previously decreed right to control Young Farms. Any reference in it to Tower as the general partner of and Joseph S. Knowlton as counsel for Young Farms, is self serving and was NOT ORDERED, ADJUDGED OR DECREED by the Lower Court, nor could it be. THE MATTER IS RES JUDICATA! Richtron is entitled to rely upon its decreed right in this Appeal and in the Lower Court, and the Limited Partners and Tower are governed thereby.

On page 1 of their Reply Brief, the Limited Partners state that Richtron filed a counterclaim in response to the original complaint of the

Limited Partners, and that the first nine paragraphs of the counterclaim set forth a claim based upon the concept that Richtron is the only entity entitled to act as Young Farms' general partner. They then state that:

"their Amended Complaint fails to include a counterclaim and there is no claim that Young Farms is being improperly represented, although on the Fifth Defense the defendants claim lack of standing on behalf of the individual plaintiffs".

The fact is, the Limited Partners did NOT amend their answer to Richtron's Counterclaim and there was NO need to refile it. It was active and it claimed that Richtron was the SOLELY authorized to act for Young Farms and employ legal counsel.

Richtron General has been granted the EXCLUSIVE RIGHT, pursuant to Sections 42-2-7 through 11, inclusive, U.C.A., 1953, amended, to carry on, conduct and/or transact business in the State of Utah under the assumed name of "Young Farms, Ltd.," for a 5-year term from April 28, 1982, to April 28, 1987. Richtron General has NOT assigned to Tower, or the Limited Partners, its right to conduct this Appeal under the assumed name of "Young Farms, Ltd."

RICHTRON is, therefore, the absolute, stipulated, court decreed, liquidating general partner of Young Farms. RICHTRON is the REAL PARTY IN INTEREST under Rule 17(a), U.R.C.P., and SOLELY authorized to initiate or maintain this Appeal for Young Farms. Richtron has NOT authorized this Appeal, nor authorized Joseph S. Knowlton, Esq., to appear in court for Young Farms. If the Supreme Court were to determine that the \$10,431 belongs to "Young Farms", the Lower Court should return it to RICHTRON as the only authorized entity to liquidated the affairs of "Young Farms" and possess its "alleged" money.

ARGUMENT III

Richtron and Paul Richins cannot be Bound
by Decisions Entered in the Lower
Court in a Case for which They
are no longer Parties

Richtron and Paul Richins were dismissed from the case on November 9,

1983, under the "Partial Summary Judgment" (Ex. U). (See Footnotes on pages 11 and 13 above.) An appeal of such Judgment was filed on January 3, 1984. Based on representations of Judge Cornaby in his Ruling that he would release the \$10,431 to Leo Richins if such other appeal was dismissed, it was withdrawn on January 3, 1984, and the case was remitted the same day. From that day on, Richtron and Paul Richins were NOT parties to the case. Thereafter, on January 11, 1984, the subject "Order" was entered which affects the \$10,431 deposited by Leo Richins. Richtron (and Paul Richins) cannot be bound by any decision made after the Dismissal. An Evidentiary Hearing was later held, but Richtron (and Paul Richins) were denied the opportunity to be HEARD because they were no longer parties. 46 Am Jur (2), paragraph 18, p. 324 provides:

"It is a fundamental doctrine of the law that a party to be affected by a personal judgment must have a day in Court or an opportunity to be HEARD."

This doctrine was reiterated by the Utah Supreme Court in SMITH vs. MORRIS, 334 P. 2nd 567, 8 Utah 2nd 359:

"It is of course an elementary rule of law that there can be no judicial action affecting vested rights that is not based upon some process or notice whereby the interested parties are brought with the jurisdiction of the judicial tribunal about to render judgment."

Under the existing circumstances, the ONLY thing the Lower Court could do with the \$10,431, after the Dismissal and dismissal of such other appeal, was to release it to Leo Richins, "the source from which it came". The Lower Court erred in hearing and determining the matter further, and particularly erred in retaining the money until the Limited Partners went through the appeal process.

ARGUMENT IV

Neither Young Farms nor the Limited Partners have a Right to an Award of the \$10,431 because there is NO breach of Contract, there has been NO proper or complete Accounting, and the Limited Partners have NO individual Interest in Richtron's or Young Farms' Assets

There is NO affidavit, testimony or documentary evidence of record

proving that Richtron defaulted under the Richtron/Young Farms Contract. Under such Contract (Ex. C), the only material obligation imposed on Richtron is to deliver a good and sufficient warranty deed and a policy of title insurance upon Young Farms' payment in full of the purchase price. If Richtron could not deliver a deed, Young Farms (not the Limited Partners who were not parties to such Contract) would then have a claim for specific performance under the Richtron/Young Farms Contract - but only then. There is NO evidence that Richtron could not have delivered a warranty deed and title insurance upon payment. Richtron made the November 15, 1980, payment on the Allred Contract within the grace period on February 20, 1981. That \$10,431 stayed in the Bank until Richtron withdrew it on December 7, 1981 (Ex. E), and replaced it with a written tender of payment (R. 644)(Ex. AA). When Young Farms made its 1980, payment of \$32,396 to Richtron under the Richtron/Young Farms Contract, that money then belonged to Richtron, not Young Farms. Young Farms thereafter had NO right to or interest in any part of it.

Richtron replaced "its" cash with a written tender partially because Young Farms had NOT paid their November 15, 1981, payment of \$32,396 to Richtron (R. 641). By that time, the Limited Partners, acting under the guise and in the name of Young Farms, had USED RICHTRON'S OWN ASSETS UNDER THE FRESTON PROPERTY in an attempt to "deed around" and "by-pass" the rights and interests of Richtron in said property (R. 258-273). In this manner, the Limited Partners obtained "warranty deeds" conveying such Property directly to YOUNG FARMS from the Frestons and Youngs without paying Richtron what they owed. The Record also evidences that the Limited Partners were negotiating directly with Allreds' lawyer to purchase Allreds' sellers' interest in the Allred Contract and squeeze Richtron from that end too. Is it any wonder then that Richtron withdrew its \$10,431 from the Bank and replaced it with a written tender? (See Footnote #5 on page 39 below.)

Young Farms technically has NO legal title to the Allred Property.

68 C.J.S., Section 475 provides:

"Firm Property. Although it has been held that the ownership of firm property is vested in the limited partnership as such, there is authority that the legal title to ALL the firm property should be vested in the general partner."

Furthermore, no Limited Partner has an individual property interest in the Allred Contract or Property, and, therefore, cannot individually succeed to any monies respecting it. Under the Certificate and Section 48-2-10 of the Act, a Limited Partner has the right to receive a share of the profits and other compensation by way of income, and to the return of their contributions as provided in Sections 48-2-15 and 48-2-16, but possess NO direct ownership right in the Properties of Young Farms. Any REAL property interest in the Allred Property is evidenced by a DEED or CONTRACT for DEED, NOT by a LIMITED PARTNERSHIP INTEREST which is a PERSONAL property interest. 68 C.J.S. Section 471.c. provides:

"The Special Partners, Nature of Interest in Firm: A special partner is NOT a creditor of the firm, and although he may, in a sense, be considered as an owner, HE HAS NO PROPERTY RIGHT IN THE FIRM'S ASSETS."

"If there was any failure in regard to the Amendment, then the LIMITED PARTNERS, all of who are plaintiffs and appellants in this action, WOULD HAVE ALL OF THE RIGHTS AND PROPERTIES OF THE LIMITED PARTNERSHIP ACCRUE TO THEM and they would be the proper parties to bring an action to determine the property rights and accounting against the former general partner who had withdrawn."

(FOOTNOTE #5 - Certain Limited Partners were also allegedly committing the same acts in certain of the 29 limited partnerships controlled by Richtron, some partnerships of which they weren't even members. They allegedly sought control and possession of the Allred and Freston Properties and ALL other Richtron monies and assets, but without paying Richtron for them. Together with Tower, Kenneth Eltinge, Tower's president, Milton R. Goff, and Richtron's former lawyer, John P. Sampson, they allegedly converted, missappropriated, and used Richtron's and certain affiliate partnership's own monies and assets to purchase interests ADVERSE to Richtron, Paul Richins and certain partnerships. While allegedly withholding and refusing to deliver over Richtron's own money and assets they had allegedly converted, they allegedly solicited creditors of Richtron to put it into bankruptcy and out of business. All this in an alleged bold attempt to TAKE OVER Richtron's and at least 25 affiliate partnership's substantial assets, using their OWN monies and assets. OBVIOUSLY, THEY WANT LEO RICHINS' \$10,431 TOO. [Mr. Sampson is being investigated by the Utah State Bar, and, together with Tower, Eltinge, Goff and such Limited Partners, is being sued for damages by Richtron, et al., in the United States District Court, Northern Division, Utah, Case No. NC-83-0019W, under RICO, fraud, etc.]]

The Limited Partners claim for an ACCOUNTING was dismissed on their own initiative. The Limited Partners' erroneously claim they have automatically succeeded to individual interests in the Allred Contract and Property, as would a general partner in a general partnership, simply because they failed to duly amend the Certificate. Notwithstanding they invalidly executed and filed an alleged amendment to the Certificate and continued Young Farms, the Limited Partners do NOT have any greater rights now than the Certificate and Act gives them. 68 C.J.S., Section 461 provides:

"Effect Of Failure To Comply With Statutes... Although there is authority that as a result of such failure to satisfy the statutes the firm is a general partnership for all purposes, there is other authority that the firm is such a general partnership only as to its relation to third persons; that the firm in form, is a LIMITED PARTNERSHIP, subject to all the rules applicable to such partnerships; THAT AS BETWEEN THE PARTNERS THEY ARE BOUND BY THEIR AGREEMENT; AND THAT ALL THE SPECIAL PARTNERS' RELATIONS TO HIS CO-PARTNERS AND THEIR OBLIGATIONS TO HIM GROWING OUT OF THE RELATION REMAIN UNIMPAIRED."

The Limited Partners also erroneous suggest that a limited partner can, under Utah law, acquire rights and interests in real property, as would a general partner, simply by attempting to take control of and invalidly continue a limited partnership, acquire adverse rights in a co-partners' property, deed around the co-partner's and limited partner- ship's interests, and attempt to expel the already retired co-partner when it tries to stop them. Also, by ignoring paragraphs 9 and 11 of the Certificate and Sections 48-2-24(2)(d)(e) and 48-2-25(1)(b) of the Act and failing to properly AMEND the Certificate, the Limited Partners claim they can convert their PERSONAL property interest in Young Farms to a REAL property interest in the Allred Contract and Property. This is FALSE! The rights of the Limited Partners are specifically confined to and set forth in Section 48-2-10 of the Act, which provides:

"Rights of a limited partner.-- (1) A limited partner shall have the same rights as a general partner to:

- (a) Have the partnership books kept at the principal place of business of the partnership, and at all times to inspect and copy any of them;

(b) Have on demand true and full information of all things affecting the partnership, and a formal account of partnership affairs whenever circumstances render it just and reasonable; and

(c) Have dissolution and winding up by decree of court.

(2) A LIMITED PARTNER SHALL HAVE THE RIGHT TO RECEIVE A SHARE OF THE PROFITS OR OTHER COMPENSATION BY WAY OF INCOME, AND TO THE RETURN OF HIS CONTRIBUTION AS PROVIDED IN SECTIONS 48-2-15 AND 48-2-16."

This doctrine was reiterated by the Utah Supreme Court in WESTLEY G. HARLINE and RICHARD NILSON vs. LOWELL R. DAINES, et al., 567 Pac. Rep., 2nd p. 1120, Utah, 1977, a case brought by Richtron's former lawyer, John P. Sampson:

"...THE RIGHTS OF A LIMITED PARTNER ARE SET FORTH IN SECTION 48-2-10, U.C.A., 1953. There is nothing there that confers on limited partners the power to interfere in the conduct of the partnership business or to surreptitiously devise a scheme to divert the assets from the partnership so as to deprive the general partners of their interest."

The Limited Partners' Amended Complaint was an action against their co-partner, Richtron, and its President, Paul Richins, to recover, among other things, \$10,431 they think belongs to them. However, there is no SWORN statement, document or evidence of record that they even claim it, much less proving that they own it. Also, the Record clearly evidences that there has NOT been a FINAL SETTLEMENT of partnership affairs accomplished by marshaling partnership assets, ascertaining surplus and discharging liabilities, which is a fundamental doctrine of common law and a condition precedent to an award of the \$10,431 to the Limited Partners even if they were entitled to it (which they are not). In re: FULTON vs. BAXTER, 596 P. 2nd 540, Okla. 1975:

"One general partner cannot bring an action against his co-partner to recover damages UNTIL A FINAL SETTLEMENT OF PARTNERSHIP AFFAIRS WAS ACCOMPLISHED BY MARSHALING PARTNERSHIP ASSETS, ASCERTAINING SURPLUS AND DISCHARGING LIABILITIES."

There was NO "trial on the merits" before the Dismissal which would have produced a complete and proper ACCOUNTING between the partners (including at least \$75,000 owed to Richtron by Young Farms). Notwithstanding the \$10,431 was never the property of Young Farms or any Limited Partner, the Limited Partners want it without the necessity of a SETTLEMENT of partnership affairs

(and without a trial with opposing parties). 68 C.J.S., Section 377

provides:

"Necessity of Settlement. Before the rights of the several partners in the property of the firm can be ascertained, and such property distributed among them, A SETTLEMENT OF PARTNERSHIP AFFAIRS MUST GENERALLY BE HAD."

In paragraph 3 of their "Reply" to the Counterclaim of Richtron and Paul Richins, dated April 9, 1981 (Ex. H), the Limited Partners admit to a continuance of Young Farms without a dissolution and settlement of partnership affairs. The Limited Partners petitioned the Lower Court to settle an account with Richtron and state the balance between the partners respecting partnership affairs, which they alleged included the \$10,431, notwithstanding they simultaneously claimed, in effect, that no dissolution had occurred. For if a dissolution had occurred, Young Farms could not have been continued by them. (Limited partnerships cannot be continued SOLELY by limited partners in any event.) The Lower Court could not interfere to settle accounts and state the balance between the partners absent a dissolution which the Limited Partners disclaimed. 68 C.J.S., Section 377(b) provides:

"Necessity of Dissolution. The general rule, subject to a few exceptions, is that A PARTNERSHIP ACCOUNTING CANNOT BE DEMANDED OR AN ACTION BROUGHT THEREFORE, UNTIL THE PARTNERSHIP IS DISSOLVED, UNLESS PLAINTIFF SEEKS IN THE SAME ACTION A DISSOLUTION OF THE PARTNERSHIP AND A SETTLEMENT OF THE PARTNERSHIP ACCOUNTS as discussed infra Section 406. Also, WHILE THE PARTNERSHIP CONTINUES, A COURT OF EQUITY WILL NOT INTERFERE TO SETTLE ACCOUNTS AND STATE THE BALANCE BETWEEN THE PARTNERS, except where the complaining partner establishes a case of extreme necessity."

Even if the \$10,431 was the Limited Partners' (which the evidence and law clearly shows it isn't), Richtron is entitled to an accounting where the Record clearly shows that the Limited Partners and their agent, Tower, have sought to "deed around" the interests of Richtron in the Properties using Richtron's OWN ASSETS in payment (R. 258-273), and have sought to exclude Richtron from the firm business by expelling Richtron from Young Farms without payment. 68 C.J.S., Section 377(b) provides:

"Necessity of Dissolution. Even though there has been neither a dissolution nor a prayer for dissolution, the RIGHT TO AN ACCOUNTING ORDINARILY EXISTS where some of the partners are improperly withholding firm assets, or have wrongfully excluded, or sought to exclude, a co-partner from the firm or the firm business, or have sought to expel him from the co-partnership, or drive him to a dissolution."

Therefore, the Limited Partners cannot possibly be entitled to the \$10,431 under any theory, in law or in equity, because they have NO direct interest in the assets of Young Farms, and there has been NO accounting and settlement of the affairs of Young Farms between Richtron and them.

ARGUMENT V

Paul Richins is NOT Personally liable for
Richtron corporate Obligations, if Any

Paul Richins was NOT a party to any of the subject real estate Contracts, and had NO personal interest or claimed any such interest in such Contracts or underlying Properties (Ex. A,B & C). Nothing of record, proven or alleged, establishes that Paul Richins had a personal interest in the purchase or resale; that he took the \$10,431 from the Bank on his own behalf and spent it on his own behalf; or that he used Richtron as his "alter-ego" and as himself. The Lower Court so determined. Any action taken by him was on behalf of Richtron, with the exception of his individual compliance with the Court's Order for him to deposit \$10,431 when Richtron didn't. Under Utah law and these facts, Paul Richins is NOT liable for the "alleged" Richtron obligation.

ARGUMENT VI

The \$10,431 was Deposited into Court pending Determination
of the Rights of the Parties in the Allred Contract
and the Properties under the Contract, and
Until a "Trial on the Merit"

The initial "Order To Compel Deposit" (R. 234)(Ex. I) required Richtron and Paul Richins to deposit \$10,431 into Court, representing the 1980 payment on the Allred Contract, to be held "PENDING THE DETERMINATION OF THE RIGHTS OF THE PARTIES IN THE ALLRED CONTRACT AND THE PROPERTIES UNDERLYING SAID CONTRACT." The Allreds were not "parties" when said Order was entered. Paul Richins

claimed no personal interest in the Allred Contract or Property, nor did the Limited Partners allege he had any. Under Section 48-2-18, U.C.A., 1953, amended, the Limited Partners holding a PERSONAL property interest in Young Farms had no direct rights in the Allred Contract or Property, which is a REAL property interest. Their SOLE rights are defined in Section 48-2-10, U.C.A., 1953, amended, and the Certificate. Nothing therein grants the Limited Partners a REAL property interest in the Allred Contract, nor are they parties to the Richtron/Young Farms Contract. Section 48-2-18 of the Act provides:

"Nature of limited partner's interest in partnership.-- A limited partner's interest in the partnership is PERSONAL property."

So the ONLY rights in the Allred Contract and Property to be determined at a "trial on the merits" were those of Richtron and Young Farms. Richtron purchased the Allred Property by assumption of the Allred Contract from the Youngs, and had resold it at a disclosed profit to Young Farms, pursuant to the "Richtron/Young Farms Contract. However, the Limited Partners claimed in their Amended Complaint that such act was a breach of Richtron's fiduciary responsibility to Young Farms, and sought to rescind the "Richtron/Young Contract", thereby eliminating Richtron's disclosed profit.

Richtron never paid into court the \$10,431 as ordered. Notwithstanding Paul Richins was only an officer of Richtron and NOT a shareholder and claimed NO personal interest in the Allred Contract or Property, nevertheless, for some unknown reason, he too was required to deposit \$10,431 into Court if Richtron didn't. When Richtron didn't, he solicited and received from his father, Leo Richins, a Letter of Credit drawn on Barnes Banking Company in favor of the Lower Court "for the account of Leo H. Richins" (Ex. L). Unsatisfied with the Letter of Credit, the Limited Partners sought and received an Order for the Clerk of the Court to collect from Barnes Banking Company \$10,431 in accordance with the terms of the Letter of Credit provided on behalf of Paul Richins. The \$10,431 was "to be deposited with the Clerk of the Court and the Clerk to

invest the said sum in interest-bearing certificates UNTIL THE FINAL CONCLUSION OF THIS MATTER" (R. 453-454)(Ex. P).

At the Evidentiary Hearing on January 12, 1984, Judge Cornaby, who had been assigned the case from Judge Palmer, interpreted both Orders to mean that the \$10,431 was to be retained by the Court UNTIL it was determined, "AFTER A TRIAL ON THE MERITS", who owned it (Tr. 109:11-16), "because if the Plaintiffs WON THE CASE they had a right...[to it]...if it was decided they should receive it" (Tr. 107:15-21). Their was NO "trial on the merits". Also, Richtron and Paul Richins were dismissed from the case BEFORE the Evidentiary Hearing, due substantially to Young Farms' purchase of the Allred and Freston Contracts from Goff who allegedly purchased them at an IRS Tax Sale.

As noted by Judge Cornaby at the Evidentiary Hearing, Goff allegedly purchased all Richtron's interest in the Allred Contract at an IRS Tax Sale (Tr. 106:17-23). On January 25, 1983, Goff allegedly assigned and quit-claimed to Young Farms all such acquired interests (R. 493,495)(Ex. N). (See Footnotes on pages 11 and 13 above.) The "rights of parties in the Allred Contract and the properties underlying said Contract" were allegedly determined, and the Limited Partners had no need to proceed against Richtron to obtain interest in the Allred Property. Thereafter, the Limited Partners sought and received a "Partial Summary Judgment" declaring that Richtron had no interest in the Properties, and also dismissed Richtron and Paul Richins from the case. The Partial Summary Judgment did NOT adjudicate any liability or who had right to Leo Richins' \$10,431. The money should have been returned then because of such Dismissal, particularly after withdrawal of such other appeal of the "Partial Summary Judgment". How can the Lower Court thereafter hold an EVIDENTIARY HEARING on a dismissed claim, and enter Findings of Fact AFTER dismissing the claim?

ARGUMENT VII

Leo Richins Deposited the Letter of Credit on Behalf of Paul Richins, and NOT on behalf of Richtron

The Record is replete with documents, affidavits, and the sworn testimony of THREE witnesses that Leo Richins provided the Letter of Credit for Paul Richins, NOT for Richtron. Paul Richins who was not adjudicated liable for anything, and the case against him was dismissed. The Limited Partners produced NO documents, affidavit, or SWORN testimony otherwise. Even if Richtron were determined liable for \$10,431, without a complete accounting and settlement of partnership affairs, Paul Richins clearly is NOT!

ARGUMENT VIII

The \$10,431 on Deposit was Contributed by, is the Property of, and Must be Returned to Leo Richins,
"the Source from Which it Came"

What Richtron did with "its" \$10,431 doesn't affect Leo Richins' \$10,431 or his ability to get it back. The Limited Partners cannot, in good conscience, claim the money should be "given" to them because Leo Richins wasn't a party and Richtron and Paul Richins are not now parties. If the Limited Partners believe they are entitled to the money, they had their chance to try the issue on the merits. They chose not to, dismissed their Amended Complaint against Richtron and Paul Richins, WITHOUT PREJUDICE and WITHOUT A TRIAL. But when Paul Richins, on behalf of Leo Richins, requested the money from the Court, the Limited Partners then decided they wanted a "trial" after all, but without Richtron and Paul Richins as defendants and their opposition.

The Limited Partners argue strongly that the money was to be put into court to be applied toward the November, 1980, Allred Contract payment, and, because it was put into court, it automatically belongs to them even if they dismissed their claim to it. This argument is totally without MERIT! The Limited Partners were simultaneously ordered to deposit \$10,431 into court too (Ex. EE-1). If such argument is followed to its logical conclusion, then their \$10,431 would belong to Richtron and Paul Richins under the same theory. It suggests that any plaintiff can file a claim, then automatically prevail on the claim by dismissing it. Such argument is against every principal of due

process! The money was to be put into court pending a TRIAL ON THE MERITS. If it was determined that the Limited Partners were entitled to the money AT A TRIAL before the Dismissal, then they had a right to it - BUT NOT UNTIL! The fact is, the Lower Court did NOT adjudicate Richtron or Paul Richins liable just because it required either to deposit \$10,431 into court. But the Lower Court permitted the Limited Partners to withdraw their \$10,431 when the case was dismissed (Ex. EE-2). Why can't Leo Richins (or Richtron or Paul Richins, whoever it is) withdraw his \$10,431 upon dismissal too? Why do the Limited Partners get theirs back, without a trial, and not Leo Richins?

CONCLUSION

The Limited Partners, individually, brought an action against Richtron and Paul Richins in the Lower Court. They also brought it under the guise of "Young Farms", but without authority. The rights of Richtron to control Young Farms were adjudicated in another similar case involving the SAME MATTER. THE ISSUE IS RES JUDICATA! Richtron is the SOLE stipulated, court decreed, liquidating general partner of Young Farms, and the REAL PARTY IN INTEREST under Rule 17(a), U.R.C.P., and the SOLE entity to act of behalf of Young Farms. Richtron has NOT authorized Young Farms to bring this Appeal, nor authorized Joseph S. Knowlton, Esq., to represent Young Farms in court. John T. Anderson, attorney for Richtron and Young Farms, has filed in the Supreme Court the "Motion of Richtron, Inc., to Require Appellants' Counsel to provide Proof of authority to Serve as Counsel for Allellant, Young Farms, Ltd.", dated January 17, 1985. That Motion was heard on February 4, 1985, and should be GRANTED, and Mr. Knowlton dismissed as counsel for Young Farms for lack of authority. And, consequently, Young Farms should be DISMISSED from this Appeal.

There has been no ACCOUNTING and SETTLEMENT of partnership affairs of Young Farms between Richtron and the Limited Partners, which is a condition precedent to the "alleged" liability of Richtron. The Limited Partners' rights are specifically set forth in the Certificate and Section 48-2-10 of the Act.

Their interest is a PERSONAL property interest in Young Farms, with the right to receive a share of the profits or other compensation by way of income, and to the return of their contribution as provided in Sections 28-2-15 and 48-2-16 of the Act. Nothing in the Act or the Certificate grant them a REAL property interest in the Allred Property, even if they did improperly amend the the Certificate and continue Young Farms invalidly. The Limited Partners are NOT parties to the Allred Contract. Although, in a sense, they may be owners of the Allred Property, via their partnership interest, the legal title, rights and REAL property interest in the Allred Property vest in the SOLE general partner, RICHTRON, or, at minimun, Young Farms.

Such appealed "Order" cannot adversely affect the rights of Leo Richins (or Richtron or Paul Richins) in the \$10,431. It was entered AFTER the Dismissal, without prejudice, without a "trial on the merits", and without notice. The Limited Partners then sought to have their claim to it heard anyway, but without a case and any opposing party or evidence. So the Lower Court conducted an Evidentiary Hearing on the dismissed issue, but refused to take evidence from Richtron and Paul Richins because they were no longer parties to the action. Only the Limited Partners presented evidence -- a clear violation of due process. Later, the Lower Court entered its "Findings of Fact and Ruling". The "Order" and "Findings of Fact and Ruling" are NOT appealable judgments. Neither one ORDERS, ADJUDICATES or DECREES anything.

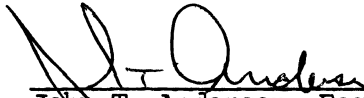
The \$10,431 is the property of Leo Richins. The Lower Court drew on his Letter of Credit provided SOLELY for Paul Richins. The case was then dismissed against Paul Richins. Judge Cornaby rightfully determined the money belongs to Leo Richins, but wrongfully refused to return it to "the source from which it came", as he said he would. Richtron, on behalf of Young Farms, claims NO interest in the \$10,431 and wants the money returned to Leo Richins. Under Section 48-2-10 of the Act, the Limited Partners have NO right to it. Richtron was NOT adjudicated liable to the Limited Partners, and certainly

cannot be without a proper ACCOUNTING, a balance struck between the partners, a SETTLEMENT, and a "trial on the merits" BEFORE the Dismissal.

There is NO proof that Richtron defaulted under the Allred Contract, Young/Richtron Contract, or Richtron/Young Farms Contract. If if it had, then there should have been a claim for specific performance against Richtron, which there was NOT. Paul Richins was NOT adjudicated liable to pay Young Farms or the Limited Partners any "alleged" Richtron corporate obligation, nor can Leo Richins, a non-party, be held liable.

If this Court determines that the \$10,431 was paid into court by either Richtron or Paul Richins, then the Lower Court erred in not immediately returning it to whatever party supposedly deposited it, upon dismissal of the adverse claim to it. The Lower Court cannot force \$10,431 into court, then dismiss a claim to it without a trial, then refuse to return it (because the Court hasn't determined who owns it without taking evidence), and then refuse to return it until the Limited Partners have a FINAL DETERMINATION upon appeal. If this Court determines that the money belongs to Young Farms, then it must be returned to Richtron who SOLELY acts for Young Farms. The Court should NOT "give" Leo Richins' \$10,431 to the Limited Partners. It should require the Lower Court to return it to Leo Richins, even if he was a "non-party" in the case, because the Lower Court took it from a "non-party" in the first place.

DATED this 13 day of March, 1985.



John T. Anderson, Esq.,
HANSEN JONES MAYCOCK & LETA

MAILING CERTIFICATE

I hereby certify that I have this ____ day of March, 1984, mailed four true and correct copies of the foregoing "Brief of Appellant, Young Farms, Ltd." to Joseph S. Knowlton, Esq., attorney for Plaintiff - Appellants, Limited Partners, 845 East 400 South, Salt Lake City, Utah 84102, and Leo H. Richins, Intervenor, Pro Se, 141 East 100 South, Kaysville, Utah 84037.

Tab A

REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 15 day of Aug, 1974,
by and between ROBERT M. YOUNG and BETTY JEAN YOUNG, husband and
wife, hereinafter designated as the "Sellers," and RICHTRON, INC., a Utah
corporation, hereinafter designated as the "Buyer" of 2650 Washington Boulevard,
Ogden, Utah.

WITNESSETH:

That the Sellers, for the consideration herein mentioned, agree to sell
and convey to the Buyer, and the Buyer, for the consideration herein mentioned,
agrees to purchase the real property, situated in the County of Duchesne, State
of Utah, and more particularly described in Exhibit "A" which is attached hereto
and made a part of this Agreement by reference.

Sellers also agree to sell and convey to the Buyer for the consideration
herein mentioned two riding horses and one colt. (One of the said two riding
horses is a mare.) A Bill of Sale describing said three horses will be deposited
in escrow and will be released to Buyer only upon making those payments specified
herein up to and including that payment due on December 15, 1975.

1. Buyer hereby agrees to enter into possession and pay for said described
premises the sum of TWO HUNDRED SIXTY SIX THOUSAND (\$266,000.00) DOLLARS,
payable to the account of Sellers at the Bank of Utah in Ogden, Utah, their assigns
or order, strictly within the following terms to-wit:

(a) An initial payment of TWENTY NINE THOUSAND SEVEN HUNDRED
EIGHTY (\$29,780.00) DOLLARS, the receipt of which Seller hereby
acknowledges, representing a TWELVE THOUSAND (\$12,000.00)
DOLLAR payment applied to principal and a SEVENTEEN THOUSAND
SEVEN HUNDRED EIGHTY (\$17,780.00) DOLLAR prepaid interest
payment for interest accruing at the rate of Seven (7%) percent per
annum from November 15, 1974, to November 15, 1975.

(b) The balance of TWO HUNDRED FIFTY FOUR THOUSAND
(\$254,000.00) DOLLARS, shall be paid under the following terms and
conditions.

EX

COPY

Seller's underlying obligations, the obligations which are more fully described in Paragraph 18 herein. The exact amount to be assumed shall be TWO HUNDRED TWENTY FIVE THOUSAND ONE (\$225,001.00) DOLLARS, representing TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHT (\$211,708.00) DOLLARS principal amount on the obligations and THIRTEEN THOUSAND TWO HUNDRED NINETY THREE (\$13,293.00) DOLLARS representing accrued interest on the obligations. Buyer will then be required to make payment on said obligations as payments are required as per each obligation.

(2) The parties agree that the Buyer will make a principal and interest payment of SIX THOUSAND EIGHT HUNDRED SIXTEEN (\$6,816.00) DOLLARS due June 1, 1975, under a mortgage and note in favor of Equitable Life Assurance Society of the United States. The Buyer will receive a credit, in the amount of the payment, against the remaining unpaid balance of TWO HUNDRED FIFTY FOUR THOUSAND (\$254,000.00) DOLLARS so that the adjusted principal balance on November 15, 1975, shall be TWO HUNDRED FORTY SEVEN THOUSAND ONE HUNDRED EIGHTY FOUR (\$247,184.00) DOLLARS.

(3) The Sellers' equity in the property as of November 15, 1975, shall be computed by subtracting the sum total of all remaining principal and accrued interest to November 15, 1975, then outstanding on all underlying obligations, referred to in Paragraph 18, herein, from the adjusted principal balance referred to in Paragraph 1 (b) (2). Said equity shall therefore be TWENTY TWO THOUSAND ONE HUNDRED EIGHTY THREE (\$22,183.00) DOLLARS.

(4) Buyer agrees to pay out the Sellers' equity as follows: First, Buyer shall pay four (4) annual accrued interest only payments at seven (7%) percent on the unpaid principal balance of Sellers' equity. The first said interest payment of FIFTEEN HUNDRED FIFTY THREE (\$1,553.00) DOLLARS shall be due November 15, 1976, and the last due

balance to be paid in 15 equal annual installments together with interest at 7% on the unpaid balance.

(5) All payments made by Buyers will be paid directly through an escrow account set up at the Bank of Utah, Ogden, Utah. The escrow agent shall be directed to make payments in behalf of Sellers on all underlying obligations mentioned in Paragraph 18 and to make payment to Sellers as agreed.

(c) The Buyer at its option at any time, may pay amounts in excess of the annual payments upon the unpaid balance due the Sellers and upon the unpaid balance on underlying obligations subject to the limitations of any mortgage or deed of trust herein assumed. Such excess shall be applied either to unpaid principal or in prepayment of future payments at the election of the Buyer, which election will be made at the time the excess payment is made.

(d) It is understood and agreed that if the Sellers accept payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, they will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the Sellers.

2. The Seller further covenants and agrees that it will not default in the payment of its obligations against the said property.

3. In addition to the down payment of \$12,000.00 and the prepaid interest for the initial twelve-month period, Buyer agrees to pay Sellers, at closing the sum of EIGHT THOUSAND (\$8,000.00) DOLLARS as and for a farming consultation fee. Sellers and Buyer acknowledge that Sellers have had considerable experience in the farming and operation of the property being sold pursuant to this agreement, and said sum of \$8,000.00 is paid in consideration of Seller's agreement to advise and counsel Buyer in the management and operation of said property for a period of three (3) months commencing on the date of this agreement.

4. It is recognized that the description of the Freston property contained in Exhibit A excludes approximately 7 acres now in the process of being sold to

a relative of J. D. Freston and Ethelene M. Freston. Any proceeds from the sale of said 7 acres or any reduction in the amount due under the Freston Contract on account thereof shall insure to the benefit of Sellers.

5. Possession of said premises shall be delivered to Buyer on 12/15/74 1974.

6. The Buyer agrees to pay the general taxes after November 15, 1974.

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property.

8. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Sellers hereby covenant and agree that there are no assessments against said premises except those found on Exhibit "B" attached.

9. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Sellers may, at their option, pay said taxes, assessments and insurance premiums or either of them, and if Sellers elect so to do, then the Buyer agrees to repay the Sellers upon demand, all such sums so advanced and paid by them, together with interest thereon from date of payment of said sums at the rate of one (1%) percent per month until paid.

10. The Buyer further agrees to keep the residence situated on the Freston property insured in a company acceptable to the Sellers in the amount of \$15,000.00, and to assign said insurance to the Sellers as their interest may appear and to deliver the insurance policy to them.

11. Buyer agrees that it will not commit or suffer to be committed any waste, soil, or destruction in or upon said premises, and that it will maintain said premises in good condition.

12. In the event of a failure to comply with the terms hereof by the Buyer or upon failure of the Buyer to make any payment or payments when the same

shall become due, or within sixty (60) days thereafter, the Seller, at his option shall have the following alternative remedy:

(a) Seller shall have the right, upon failure of the Buyer to remedy the default within thirty (30) days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer shall be forfeited to the Seller as liquidated damages for the nonperformance of the contract; and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon; and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller.

13. It is agreed that time is the essence of this agreement.

14. In the event there are any liens or encumbrances other than herein provided for or referred to in Exhibit "B", or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

15. The Seller, on receiving the payments herein reserved to be paid at the time and in the manner above mentioned, agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

16. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth.

17. The Buyer and Seller agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

18. It is understood that there presently exists certain underlying obligations against said property or portions thereof. Said underlying obligations and the terms for payment thereof are as follows:

(a) A Mortgage, dated July 10, 1972, in favor of Equitable Life Assurance Society of the United States with an unpaid balance of \$55,200.00, plus accrued interest, and with payments of \$2,400.00, plus interest at the rate of 8% per annum due on June 1, 1975, and each year thereafter until paid.

(b) A Contract, dated December 14, 1973, in favor of J. Dorrant Freston and Ethelene M. Freston, husband and wife, with an unpaid balance of \$66,310.00, plus accrued interest, and with payments of \$7,375.56 including interest at the rate of 7 1/2% per annum due on December 15, 1974, and each year thereafter until paid.

(c) A Second Trust Deed, dated March 28, 1974, in favor of Aral Wesley Allred and Sarah Elaine Allred, husband and wife, with an unpaid balance of \$95,000.00, plus accrued interest, and with payments due thereon as follows:

Payments of accrued interest only at the rate of 7% per annum beginning on November 16, 1974, and continuing annually thereafter to and including November 16, 1979. Thereafter, the balance shall be paid out in fifteen (15) equal annual installments of principal and interest at the rate of 7% per annum and with the first such payment of principal and interest due on November 16, 1980.

COPY

19. The Escrow agent will be directed to make all payments on any underlying obligations against the property on a timely basis and to make said payments for and on behalf of the Sellers out of the payments received from the Buyer. Sellers, further, warrant and agree to pay off any existing liens, deeds of trust, notes, mortgage notes, prior to or simultaneously with Buyer's final payment so the Buyer herein is not obligated to pay any of said obligations contracted by Seller or Sellers' predecessor in interest.

20. The parties agree that an escrow shall be established at the Bank of Utah, Ogden, Utah, and the following documents shall be placed in escrow:

1. Warranty Deed signed by Sellers
2. Notification of Contract signed by both parties
3. Bill of Sale signed by Sellers
4. Water stock certificates and evidence of filling rights.

Said escrow agreement will be on a standard Bank of Utah escrow form.

21. It is hereby agreed between the parties that the escrow fees shall be divided equally and the Seller shall pay one-half and the Buyer shall pay one-half.

IT IS UNDERSTOOD that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have signed their names the day and year first above written.

RICHTRON, INC.

ROBERT M. YOUNG

By: Paul H. Richins

President

Robert M. Young
Seller

ATTEST:

BETTY JEAN YOUNG

Betty Jean Young

Betty Jean Young
Seller

By: Shirley R. Richins

Secretary

COPY

State of Utah)
) :SS.
County of Davis)

On this 10th day of Nov, 1974, personally appeared before me
Paul H. Richins and Shari Lynn Richins, husband and wife
and Paul H. Richins and Shari Lynn Richins, known by me to be the President and
Secretary respectfully of Richtron, Inc. and that the within and foregoing instrument
was signed in behalf of said parties, who duly acknowledged to me that they executed
the same.

C. B. Cherry
Notary Public

Residing at 111
Residing at ~~Provo~~, Utah

My Commission Expires:

3-17-76

COPY

Tab B

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this 21st day of November, 1974,
by and between Aral Wesley Allred and Sarah Elaine Allred, hereinafter known as
Allreds, and Robert M. Young and Betty Jean Young, hereinafter known as Youngs;

WHEREAS, in March of 1974, the above said parties entered into an agree-
ment by which the Allreds would sell and convey to the Youngs the following described
real property situated in Duchesne County, Utah, to-wit:

TOVNSHIP 2 SOUTH, RANGE 1 WEST, MOUNTAIN SPECIAL MERIDIAN
Section 4: The West half of the Northwest quarter; the Southwest quarter;
Section 5: The Northeast quarter; the North half of the Southeast quarter;

TOGETHER with any and all improvements thereon and appurtenances
thereunto belonging, and 392 shares of Dry Gulch High Water Stock; and

WHEREAS, the Youngs' obligations to the Allreds for consideration for the
sale of the land was expressed in the promissory note dated March 28, 1974, and was
secured by a Second Trust Deed to the Allreds; and

WHEREAS, the parties are desirous of amending their agreement as
evidenced by said promissory note.

NOW, THEREFORE, in consideration of mutual promises to each other made,
the parties do hereby agree:

1. That the above said promissory note be, and hereby is, declared null,
void and cancelled and the terms thereof shall be superseded by the terms of this
agreement, and the rights and obligations of the parties shall be as herein set forth.

2. That the Youngs promise to pay to the Allreds the sum of \$95,000.00,
together with interest from November 15, 1974, at the rate of seven (7%) percent per
annum on the unpaid balance, payable as follows:

\$6,650.00, being interest only, to be paid on or before November 15, 1975,
and a like and equal amount, being interest only, to be paid on or before the
same date for each of the years 1976, 1977, 1978 and 1979. On November
15, 1980, there shall be paid the sum of \$6,323.24 principal, plus accrued
interest and a like amount of principal, plus interest, shall be paid on the
15th day of November of each year thereafter until the entire principal
amount, together with interest, is paid in full; it being understood that the
entire balance due shall be paid no later than November 15, 1994.

3. That the Youngs' obligation as heretofore set forth shall be secured by
that certain Second Trust Deed dated March 28, 1974, from the Youngs to the Allreds.

EX
B

4. That the Allreds will release from this agreement and Trust Deed, by deed of reconveyance, such land as Youngs desire to sell, upon advance payment of the value of two (2) acres for each acre to be released, in minimum of 20-acre lots.

5. It is acknowledged by the Allreds that there exists a first Trust Deed by the Youngs in favor of First Security Bank of Utah, N. A., and the Youngs agree that the obligation to First Security Bank of Utah, N. A., which is secured by said Trust Deed will be paid in full and the property reconveyed from First Security Bank of Utah, N. A., by December 1, 1974.

6. In the case of default in the performance of any payment due hereunder or any other term hereof, it is agreed that the defaulting party shall pay all costs of enforcing the terms hereof, including a reasonable attorney's fee.

7. That this agreement shall be binding upon all heirs, executors, administrators, and assigns of the parties.

Aral Wesley Allred
Aral Wesley Allred
Sarah Elaine Allred
Sarah Elaine Allred
Robert M. Young
Robert M. Young
Betty Jean Young
Betty Jean Young

STATE OF UTAH)
 : ss.
COUNTY OF DUCHESENE)

On the 21st day of November, 1974, personally appeared before me Aral Wesley Allred and Sarah Elaine Allred, husband and wife, and Robert M. Young and Betty Jean Young, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

3-17-76

O. B. Overcash
Notary Public

Residing at Roosevelt, Utah

Tab C

REAL ESTATE CONTRACT

THIS AGREEMENT, made in duplicate this 15th day of November, 1974, by and between RICHTRON, INC., a Utah Corporation, hereinafter designated as the "Seller", and YOUNG FARMS, LTD, a Utah Limited Partnership, hereinafter designated as the "Buyer" both of 2650 Washington Boulevard, Ogden, Utah.

WITNESSETH:

That the Seller, for the consideration herein mentioned, agrees to sell and convey to the Buyer, and the Buyer, for the consideration herein mentioned, agrees to purchase the real property, situated in the County of Duchesne, State of Utah, and more particularly described in Exhibit "A" which is attached hereto and made a part of this Agreement by reference, under the following terms and conditions:

1. Buyer hereby agrees to enter into possession and pay for said described premises the sum of THREE HUNDRED SEVEN THOUSAND (\$307,000.00) DOLLARS, payable to the account of Sellers at the Bank of Utah in Ogden, Utah, their assigns or order, strictly within the following terms to-wit:

(a) An initial payment of THIRTY FIVE THOUSAND TWO HUNDRED FORTY FIVE (\$35,245.00) DOLLARS, the receipt of which Seller hereby acknowledges, representing a TEN THOUSAND (\$10,000.00) DOLLAR payment applied to principal and a TWENTY FIVE THOUSAND TWO HUNDRED FORTY FIVE (\$25,245.00) DOLLAR prepaid interest payment for interest accruing at the rate of Eight and one-half (8 1/2) percent per annum from November 15, 1974, to November 15, 1975.

(b) The balance of TWO HUNDRED NINETY SEVEN THOUSAND (\$297,000.00) DOLLARS, shall be paid under the following terms and conditions.

(1) Starting on November 15, 1975, Buyer will pay four (4) interest only payments of 8 1/2% per annum on the outstanding principal balance. The last said payment shall fall due on November 15, 1978. Then, on November 15, 1979, Buyer will pay TWENTY EIGHT THOUSAND (\$28,000.00) DOLLARS, all of which shall apply to principal. Then, starting on November 15, 1980, Buyer will pay off the outstanding principal balance in Fifteen (15) equal annual installments of principal and interest at 8 1/2% per annum. See Exhibit "C".

Ex
C



(2) Said annual payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from November 15, 1974, on all unpaid portions of the purchase price at the rate of Eight and one-half (8 1/2%) percent per annum.

(c) The Buyer at its option at any time, may pay amounts in excess of the annual payments upon the unpaid balance due the Sellers and upon the unpaid balance on underlying obligations subject to the limitations of any mortgage or deed of trust herein assumed. Such excess shall be applied either to unpaid principal or in pre-payment of future payments at the election of the Buyer, which election will be made at the time the excess payment is made.

(d) It is understood and agreed that if the Sellers accept payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, they will in no way alter the terms of the contract as to the forfeiture herein-after stipulated, or as to any other remedies of the Sellers.

2. The Seller further covenants and agrees that it will not default in the payment of its obligations against the said property.

3. Possession of said premises shall be delivered to Buyer on November 15, 1974.

4. The Buyer agrees to pay the general taxes after November 15, 1974.

5. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property.

6. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Sellers hereby covenant and agree that there are no assessments against said premises except those found on Exhibit "B" attached.

7. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Sellers may, at their option, pay said taxes, assessments and insurance premiums or either of them, and if Sellers elect so to do, then the Buyer agrees to repay the Sellers upon demand, all such sums so advanced and paid by them, together with interest thereon from date of payment of said sums at the rate of one (1%) percent per month until paid.

8. The Buyer further agrees to keep the residence situated on the Preston property insured in a company acceptable to the Sellers in the amount of \$15,000.00, and to assign said insurance to the Sellers as their interest may appear and to deliver the insurance policy to them.

9. Buyer agrees that it will not commit or suffer to be committed any waste, soil, or destruction in or upon said premises, and that it will maintain said premises in good condition.

10. In the event of a failure to comply with the terms hereof by the Buyer or upon failure of the Buyer to make any payment or payments when the same shall become due, or within sixty (60) days thereafter, the Seller, at his option shall have the following alternative remedy:

(a) Seller shall have the right, upon failure of the Buyer to remedy the default within thirty (30) days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer shall be forfeited to the Seller as liquidated damages for the nonperformance of the contract; and the Buyer agrees that the Seller may, at his option, re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon; and the said additions and improvements shall remain with the Land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller.

COPY

11. It is agreed that time is the essence of this agreement.

12. In the event there are any liens or encumbrances other than herein provided for or referred to in Exhibit "B", or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

13. The Seller, on receiving the payments herein reserved to be paid at the time and in the manner above mentioned, agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

14. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth.

15. The Buyer and Seller agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

16. It is understood that there presently exists certain underlying obligations against said property or portions thereof. Said underlying obligations and the terms for payment thereof are as follows:

(a) A Mortgage, dated July 10, 1972, in favor of Equitable Life Assurance Society of the United States with an unpaid balance of \$55,200.00, plus accrued interest, and with payments of \$2,400.00, plus ⁶⁰160⁸⁷ at the rate of 8% per annum due on June 1, 1975, and each year thereafter until paid.

(b) A Contract, dated December 14, 1973, in favor of J. Dorrant Preston and Ethelene M. Preston, husband and wife, with an unpaid balance of \$66,310.00, plus accrued interest, and with payments of \$7,335.55 including interest at the rate of 7 1/2% per annum due on December 15, 1974, and each year thereafter until paid.

(c) A Second Trust Deed, dated March 28, 1974, in favor of Aral Wesley Allred and Sarah Elaine Allred, husband and wife, with an unpaid balance of \$95,000.00, plus accrued interest, and with payments due thereon as follows:

Payments of accrued interest only at the rate of 7% per annum beginning on November 16, 1974, and continuing annually thereafter to and including November 16, 1979. Thereafter, the balance shall be paid out in fifteen (15) equal annual installments of principal and interest at the rate of 7% per annum and with the first such payment of principal and interest due on November 16, 1980.

(d) An all-inclusive real estate contract payable to Robert M. Young and Mary Jean Young, husband and wife, in the remaining principal balance of \$254,000.00. 27490 2nd

17. The Seller is given an option to secure, execute and maintain loans secured by said property of not to exceed the then unpaid contract balance, hereunder, bearing interest at the rate of not to exceed Eight and one-half (8 1/2%) percent per annum and payable in regular annual installments; provided that the aggregate annual installment payments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages, the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

18. If the Buyer desires to exercise his right through accelerated payments under this Agreement to pay off any obligation outstanding at date of this Agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by Seller, after date of this Agreement, shall be paid by Seller unless said obligations are assumed or approved by Buyer.

19. Seller warrants and agrees to pay off any existing liens, deed or trust, notes, mortgage notes, prior to or simultaneously with Buyer's final payment so the Buyer herein is not obligated to pay any of said obligations contracted by Seller or Sellers' predecessor in interest.

COPY

20. The parties agree that an escrow shall be established at the Bank of Utah, Ogden, Utah, and the following documents shall be placed in escrow:

1. Real Estate Contract
2. Warranty Deed signed by Seller
3. Notification of Contract signed by both parties.
4. Corporate Resolution
5. Quit Claim Deed signed by Buyer

Said escrow agreement will be on a standard Bank of Utah escrow form.

21. It is hereby agreed between the parties that the escrow fees shall be divided equally and the Seller shall pay one-half and the Buyer shall pay one-half.

IT IS UNDERSTOOD that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have signed their names the day and year first above written.

SELLER

RICHTRON, INC.

By: Paul H. Richins
Paul H. Richins, President

ATTEST:

By: _____
Secretary

BUYER

YOUNG FARMS, LTD.
(A Limited Partnership)

By RICHTRON, General Partner

By: Paul H. Richins
Paul H. Richins

COPY

State of Utah)
) :SS.
County of Davis)

On this 22 day of December, 197⁴6, personally
appeared before me Paul H. Richins and Shari Lynn Richins,
known by me to be the President and Secretary respectfully of Richtron, Inc. and
President and Secretary respectfully of the General Partner of Young Farms, Ltd.,
and that the within and foregoing instrument was signed in behalf of said parties,
who duly acknowledged to me that they executed the same.

Michael H. Delaney
Notary Public

Residing at Farmington, Utah
20,000

My Commission Expires:

1/5/76

EXHIBIT "A"

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 403 feet; thence West 566.5 feet; thence South 20°00' East 413.57 feet; thence East 480 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North 0° 04' 14" East along the N-S 1/4 Section line from the S 1/4 corner of said Section; thence North 20° 17' 11" West 1,368.45 feet; thence South 89° 53' 37" East 476.04 feet; thence South 0° 04' 14" East 1,282.69 feet to point of beginning. Contains 7.009 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South 20° 18' East 1,157.3 feet; thence North 75° 95' East 642 feet; thence South 20° 35' East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water filling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.40 feet South 0° 01' 42" West along the N-S 1/4 Section line from the North 1/4 Corner said Section; thence South 20° 23' 54" East 510.284 feet; thence South 88° 04' 09" West 178.197 feet; thence North 0° 01' 42" East 484.285 feet to point of beginning. Contains 0.990 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Uintah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all improvements thereunto, and 392 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

Tab D

EXHIBIT G

RICHTRON, INC.

425 NORTH 200 WEST 451 2409
FARMINGTON, UTAH 84025

NO 355

CENTREVILLE OFFICE
20145 FIRST NATIONAL BANK
CENTREVILLE, UTAH
315 1240

PAY Ten thousand four hundred thirty-one and No/100 Dollars.

TO
THE
PAYEE

Bank of Utah Escrow Department

18 Feb 1981 \$ +10,131.00*

Paul H. Richins
Paul H. Richins

⑈0000355⑈ ⑆124.000054⑆ 23 10330 20⑈

DEPOSIT SLIP

STATE OF UTAH - STATEMENT BEFORE DEPOSITING

RICHTRON, INC. FARMINGTON, UTAH

DATE	REFERENCE	DESCRIPTION	AMOUNT	CHECK NO.	INITIAL
2/18/81		Payment on Aral Alfred Real Estate Contract (held in Robert Young - Richtron, Inc. Escrow)			
		Principal	\$ 3,781.00		
		Accrued Interest from 11/17/80 to 11/16/81 on balance of \$95,000.00 (Now balance after payment - \$91,219.00)	6,350.00		
			\$10,131.00		



DEPOSIT OR PAYMENT

All transactions relating thereto, are subject to the rules and regulations of the bank, now in force or as may hereafter be amended



Bank something every payday
Reap the benefits

THE BANK SYMBOL TRANSACTION NUMBER (DATE AND AMOUNT OF YOUR TRANSACTION ARE SHOWN BELOW

15

FEB/20/81
\$10,431.00 4PYMT

Received at Drive-Up Window by Sheri Holmes, 2/20/81 - 1.00 P.M.

ALWAYS OBTAIN AN OFFICIAL RECEIPT WHEN MAKING A DEPOSIT

Ex

1811

Tab E

BANK OF UTAH

DEC. 7, 1981

WN
THE
IER OF

***** RICHTRON INC. AND FRONTIER INVESTMENT ***** 10,431.00

CHASER

NOT NEGOTIABLE

PAYMENT ON ALLRED/RICHTRON, YOUNG ESCROW

Karen Hansen

01243001070 01 01 01 29145

PLAINTIFF'S
EXHIBIT

G

29700

1/12/84

EX

Tab F

Filed
11/10/1981

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111
363-3191

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

✓ YOUNG FARMS, LTD., A Limited Partner-)
ship; PHILLIP O. BOYER, VIRGIL CONDON,)
BOYD J. FARR, HOMER L. HALE, MARIE M.)
IRVINE, G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE SAWAYA,)
RICHARD STOVER, WILLIAM TINGEY, JAMES E.)
WATTS, RALPH M. WRIGHT, Limited Part-)
ners,)

Plaintiffs,)

-vs-)

✓ RICHTRON, A Utah Corporation; PAUL H.)
RICHINS,)

Defendants.)

C O M P L A I N T

Civil No. 2-29700
Pd 2500

COMES NOW the plaintiffs above-named, by and through their attorney, Joseph S. Knowlton, and for cause of action against the defendants, alleges as follows:

- 1) That the plaintiff, Young Farms, Ltd., is a Limited Partnership registered and organized to do business in the State of Utah.
- 2) That the other plaintiffs are the Limited Partners of the Young Farms, Ltd.
- 3) That the defendant, Richtron, is a Utah Corporation, organized by Paul H. Richins, who was the General Partner of the plaintiff, Young Farms, Ltd., and it is alleged, on information and belief, that Paul H. Richins is the majority owner of the defendant, Richtron, Inc.
- 4) That the defendants purchased for the plaintiff, Limited Partnership, 848 acres located in Duchesne County, State of Utah, together with the pertinent water shares.
- 5) That said property was purchased from the General Partner, Richtron, at a price that was far in excess of the purchase price that the defendants acquired the property for.

EX

6) That said property was purchased in behalf of the plaintiff, Young Farms, Ltd., without disclosing the defendants' interest and profit in the sale of the property through the Limited Partnership in violation of the fiduciary relationship owed to the plaintiffs by the defendants.

7) That on or about the 31st day of March, 1980, the defendants, acting on behalf of the plaintiff, Limited Partnership, sold 348 acres of the property purchased earlier together with other assets and received funds from the sale of said property, some of which funds, upon information and belief, it is alleged, were wrongfully detained by the defendants when they should have been distributed to the partner plaintiffs.

8) That the defendants have indicated to the partner plaintiffs that they are insolvent, and that they have resigned as the General Partner of the plaintiff, Limited Partnership; but, the defendants refuse to give to the plaintiffs an accounting and they refuse to turn over the records of the plaintiff, Limited Partnership, to the limited partners, all in violation of the limited partnership agreement and of the laws of the State of Utah and in violation of the fiduciary relationship of the defendants to the plaintiff.

9) That the plaintiffs are unable to determine how much monies are owed to the plaintiffs by the defendants and are unable to determine what the rights of the plaintiffs are to the properties owned by the plaintiff, Limited Partnership, and are unable to carry out the business necessary to protect the assets of the plaintiff, Limited Partnership.

10) That the plaintiffs have been damaged by the willful and wrongful actions of the defendants in amounts that are undeterminable until such time as the plaintiffs can acquire the documents and records of the plaintiff, Limited Partnership, from the defendants.

11) That upon information and belief, it is alleged that the defendants have wrongfully and willfully misappropriated funds of the plaintiff, Limited Partnership, to their own use or the use of others, in violation of the fiduciary relationship owed to the plaintiffs by the defendants.

12) That paragraph three of the Limited Partnership Agreement provides for compensation to the General Partner, and that because of the actions

of the defendants, they are not entitled to any compensation, nor are the defendants entitled to any compensation for the sale of any of the properties owned by the plaintiff, Limited Partnership, nor in which the plaintiff, Limited Partnership, has an interest, and that any recorded interest in said properties should be removed and esponded from the records.

13) That the defendant, Paul H. Richins, individually is and has been using the defendant, Richtron, as an alter-ego and as himself, and that the defendant, Paul H. Richins, individually, should be liable for the actions of the defendant, Richtron, the Utah corporation.

14) That the plaintiffs are entitled to punitive damages against the defendants and each of them because of their wrongfull conduct in the amount of \$1,000,000.

15) That the plaintiffs are entitled to an accounting and for the delivery of the assets and records of the plaintiff, Limited Partnership, and are entitled to a Judgment for the amounts wrongfully obtained from the plaintiff, Limited Partnership, or the plaintiffs, limited partners.

WHEREFORE, the plaintiffs demand judgment against the defendants and each of them as follows:

1) For a Writ of Replevin, requiring the defendants to deliver to the plaintiffs all of the assets held by the defendants of the plaintiff, Young Farms, Ltd., including all monies, bank statements, documents, accounting records, and any and all other property of the plaintiff held by the defendants.

2) For an Order to Show Cause why said documents shouldn't be delivered to the plaintiffs immediately to prevent irreparable damage to the plaintiff, Limited Partnership, in protecting their assets.

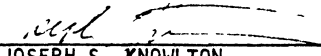
3) For a Judgment against the defendants for those monies received from the Limited Partnership during the existence of the partnership, to be determined from an accounting from the records of the Limited Partnership.

4) For a Judgment against the defendants and each of them for punitive damages in the amount of \$1,000,000 and for costs and such other relief as the Court deems proper under the circumstances.

5) For an Order declaring the defendants' interest in any properties owned by the plaintiff, Limited Partnership, as null and void, and that any

record of any interest of the defendants be removed from the records of the County in which said records are recorded, and that the defendants be declared to have no interest in any compensation from any future sale of any of the properties of the Limited Partnership, Young Farms, Ltd.

DATED this 10th day of March, 1981.



JOSEPH S. KNOWLTON
Attorney for Plaintiffs

Plaintiff's address:

180 East 2100 South
Salt Lake City, Utah 84115

STATE OF UTAH)
 :SS.:
County of Salt Lake)

COMES NOW the plaintiffs, Kenneth W. Jones and William Tingey, being first duly sworn, depose and say that they have read the contents of the Complaint, and that the facts as alleged therein are true to the best of their information and belief.

DATED this 7 day of March, 1981.

Kenneth W. Jones
KENNETH W. JONES

William W. Tingey
WILLIAM TINGEY

STATE OF UTAH)
 :SS.:
County of Salt Lake)

Personally appeared before me, Kenneth W. Jones and William Tingey, who duly acknowledged to me that they executed the same.

DATED this 7 day of March, 1981.

Maris E. Tingey
NOTARY PUBLIC
Residing in Salt Lake City

My commission expires:
11-14-83

Tab G

David E. Leta
ROE AND FOWLER
Attorneys for Defendants
340 East Fourth South
Salt Lake City, Utah 84111
Telephone: (801) 328-9841

IN THE SECOND JUDICIAL DISTRICT COURT
OF DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS LIMITED, a limited)
partnership, PHILLIP O. BOYER,)
VIRGIL CONDON, BOYD J. FARR,)
HOMER L. HALE, MARIE M. IRVINE,)
G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE)
SAWAYA, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH M.)
WRIGHT, limited partners,)

Plaintiffs,)

vs.)

RICHTRON, INC., a Utah corporation,)
and PAUL H. RICHINS,)

Defendants.)

ANSWER AND
COUNTERCLAIM

Civil No. 2-29700

Defendants, by and through their counsel, answer plaintiff's
complaint and seek relief as follows:

ANSWER

FIRST DEFENSE

Defendants answer the specifically numbered averments of
plaintiffs' complaint as follows:

1. Defendants admit the averments contained in paragraph 1.
2. Answering paragraph 2 of the complaint, defendants are
without knowledge sufficient to form a belief as to the truth of the

EX

averments contained therein for the reason that said averments call for legal conclusions. Defendants affirmatively aver that the individual plaintiffs were limited partners of Young Farms Limited, but now have reason to believe that said plaintiffs may now constitute general partners of a new partnership doing business under the name of Young Farms Limited because of the actions taken by said limited partners after dissolution of the limited partnership.

3. Answering paragraph 3 of the complaint, defendant Richtron, Inc. admits that it is a Utah corporation who was the general partner of plaintiff Young Farms Limited prior to dissolution of the partnership, and is now the general partner for the purpose of winding up the affairs of the partnership. Defendants deny each and every other averment contained in paragraph 3.

4. Defendants admit the averments contained in paragraph 4.

5. Answering paragraph 5, defendants admit that the property was purchased from the limited partnership's general partner, Richtron, Inc., but deny that said purchase was "at a price far in excess of the purchase price that defendants acquired the property for" and affirmatively aver that said property was purchased by defendants for the limited partnership at a price substantially below the value of the property as shown by a written and bona fide appraisal.

6. Defendants deny the averments contained in paragraph 6.

7. Answering paragraph 7 of the complaint, defendants admit that on or about November 1, 1979, defendant Richtron, Inc., acting on behalf of the limited partnership, sold the property purchased earlier, but denies each and every other averment contained in paragraph 7.

8. Answering paragraph 8 of the complaint, defendants admit that Richtron, Inc. resigned as the general partner of the limited partnership and has refused to turn over original records of the limited partnership to the limited partners. Defendants deny each and every other averment contained in paragraph 8, and Richtron, Inc. affirmatively avers that upon its resignation, withdrawal and notice to limited partners, the limited partnership was automatically dissolved pursuant to the limited partnership agreement and Utah law, that, as retired general partner, it has a fiduciary obligation at law to wind up the affairs of the limited partnership, that it requires retention of the original books and records to accomplish this winding-up process, and that the original books and records of the limited partnership have been made available to the limited partners, or to their authorized representatives, for inspection and copying during regular business hours and upon reasonable advance notice.

9. Defendants deny the averments contained in paragraphs 9, 10 and 11 of the complaint, and affirmatively aver that plaintiffs are not entitled to carry on the business of the limited partnership for the reason that said partnership has been dissolved, and for the further reason that defendant Richtron, Inc. has sole and exclusive responsibility for winding up the affairs of said partnership.

10. Answering paragraph 12 of the complaint, defendants admit that paragraph 3 of the Limited Partnership Agreement provides for compensation to the general partner and deny each and every other averment contained in paragraph 12.

11. Defendants deny the averments contained in paragraphs 13 and 14.

12. Answering paragraph 15, defendants admit that plaintiffs are entitled to an accounting and deny each and every other averment contained in paragraph 15.

SECOND DEFENSE

The complaint fails to state a claim against defendants upon which relief may be granted.

THIRD DEFENSE

The relief requested by plaintiffs in the complaint is barred by waiver, estoppel and plaintiffs' negligence.

FOURTH DEFENSE

The relief requested by plaintiffs in the complaint is barred by the terms of the Limited Partnership Agreement entered into between the parties and by operation of law as set forth in the Utah Limited Partnership Act, § 48-2-1 et seq. U.C.A. (1953).

FIFTH DEFENSE

The individual plaintiffs lack standing to sue on behalf of Young Farms Limited.

WHEREFORE, defendants request that plaintiffs' complaint be dismissed, no cause of action; that defendants be awarded costs of suit and a reasonable attorneys' fee as may be permitted at law; and that defendants be awarded such other and further relief as the court deems just and proper.

COUNTERCLAIM

Defendants counterclaim against plaintiff and seek relief as follows:

1. Plaintiff Young Farms Limited is a limited partnership registered and organized to do business in the State of Utah.

2. Prior to December 29, 1980, defendant Richtron, Inc., a Utah corporation, was the general partner of Young Farms Limited.

3. Prior to December 29, 1980, each of the above-named individuals were limited partners of Young Farms Limited.

4. Young Farms Limited was duly organized pursuant to the laws of the State of Utah, and a partnership agreement was executed by all of the limited partners and by the general partner of the partnership.

5. Prior to December 29, 1980, defendant Richtron, Inc. was the sole acting general partner of Young Farms Limited.

6. Effective December 29, 1980, defendant Richtron, Inc. withdrew and resigned as the general partner of Young Farms Limited.

7. In accordance with the provisions of the Limited Partnership Agreement and the appropriate provisions of Utah law, the withdrawal and resignation of defendant Richtron, Inc. as the general partner of Young Farms Limited caused, as of December 29, 1980, a dissolution and termination of Young Farms Limited.

8. Upon information and belief, defendant Richtron, Inc. avers that the above-named individuals have attempted to continue the

business of Young Farms Limited, including the negotiation and execution of business transactions affecting the property and interests of the partnership, and may have attempted to elect a so-called substitute general partner for the partnership, all in controversion of the terms of the Limited Partnership Agreement and the applicable provisions of Utah law.

9. The above-named individual plaintiffs have refused to consent to a dissolution and winding up of the affairs of the limited partnership, including the cancellation of the partnership's certificate, in accordance with the requirements of the partnership agreement and §§ 48-2-24 and 25, U.C.A. (1953).

10. Defendant Richtron, Inc. is a creditor of Young Farms Limited, having a claim against the partnership for expenses advanced on behalf of the partnership and has other substantial monetary claims against the partnership and against some or all of the above-named individuals arising out of the Limited Partnership Agreement and/or the operation of the partnership.

11. Defendant Richtron, Inc. presently is suffering, and will continue to suffer, immediate irreparable injury unless a receiver is appointed, the assets of the partnership marshaled, an accounting conducted, and a distribution of the partnership's assets made in accordance with the partnership agreement and the applicable provisions of Utah law.

12. On information and belief, defendant Richtron, Inc. avers that the above-named individual plaintiffs will not operate and manage the property of the former limited partnership, Young Farms Limited, in

such a way as to preserve the integrity of defendants' claims against the partnership.

13. In accordance with the provisions of 48-2-25(4), U.C.A. (1953), defendant Richtron, Inc. is entitled to an order appointing a receiver to preserve, maintain and marshal the assets of the limited partnership, terminating and winding up the affairs of the limited partnership, settling the accounts by and against the partnership, including the accounts of the partnership's general partner and limited partners, converting the assets of the limited partnership to cash to accommodate the necessary distributions, and accounting for any other claims arising out of the operation of the partnership.

WHEREFORE, defendants seek judgment as follows:

1. Appointing a receiver for the limited partnership to preserve, maintain and marshal the assets of the limited partnership;

2. Directing that the assets of the partnership be liquidated, or otherwise converted to cash;

3. Directing an accounting of the respective claims by and against the partnership, including the claims of the partnership's general and limited partners, by and against the partnership and/or by and against each other;


4. Directing an appropriate distribution of the partnership's assets;

5. Directing cancellation of the partnership's certificate and termination of the partnership;

6. Awarding costs of suit and a reasonable attorneys' fee as may be permitted by law; and

7. Providing such other and further relief as the court deems just and proper.

DATED this 3rd day of April, 1981.



David E. Leta
ROE AND FOWLER
340 East Fourth South
Salt Lake City, Utah 84111
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of April, 1981, I served the attached Answer and Counterclaim upon Joseph S. Knowlton, attorney for plaintiffs, by depositing a copy thereof in the United States mails, postage prepaid, addressed as follows:

Joseph S. Knowlton, Esq.
Suite 204, Executive Building
455 East 400 South
Salt Lake City, Utah 84111



Tab H

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111
363-3191

APR 10 1981

WALKER, CLARK

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS LIMITED, a limited)
partnership, PHILLIP O. BOYER,)
VIRGIL CONDON, BOYD J. FARR,)
HOMER L HALE, MARIE M. IRVINE,)
G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE)
SAWAYA, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH M.)
WRIGHT, limited partners,)

Plaintiffs,)

-vs-)

RICHTRON, INC., a Utah corporation,)
and PAUL H. RICHINS,)

Defendants.)

R E P L Y

Civil No. 2-29700

COMES NOW the plaintiffs by and through their attorney, Joseph S. Knowlton, and in answer to defendants' Counterclaim, alleges as follows:

1) In answer to paragraphs one through six, inclusive, the plaintiffs admit the allegations contained therein.

2) In answer to paragraph seven, plaintiffs deny the allegations contained therein.

3) In answer to paragraph eight, the plaintiffs admit that they have continued the business of Young Farms, Ltd. and have elected a General Partner for the Partnership, but deny that the election of a General Partner is in contradiction of the terms of the Limited Partnership Agreement and the applicable provisions of Utah law.

4) In answer to paragraph nine of defendants' Counterclaim, the plaintiffs allege that they have elected a General Partner to wind up the affairs of the limited partnership and that the only way that the limited partnership can be wound up, is through the offices of a General Partner due to the state of affairs that the defendants have left the limited partnership while they were the General Partner.


Ex

5) In answer to paragraph 10 of defendants' Counterclaim, upon information and belief, the plaintiffs deny the allegations as contained therein.

6) In answer to paragraphs 11 through 13, inclusive, the plaintiffs deny the allegations contained therein.

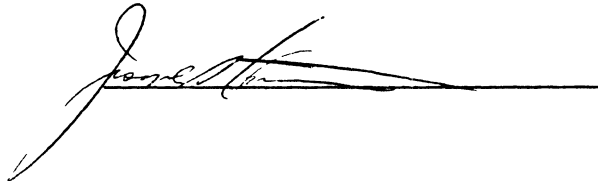
WHEREFORE, plaintiffs demand that the defendants' Counterclaim be dismissed with prejudice and that they take nothing thereby, and that the plaintiffs be granted the prayer of their Complaint as previously filed herein.

DATED this 9th day of April, 1981.


JOSEPH S. KNOWLTON
Attorney for Plaintiffs

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing Counterclaim to David E. Leta of Roe and Fowler, Attorneys at Law, 340 East Fourth South, Salt Lake City, Utah 84111, this 9th day of April, 1981.



Tab I

JOSEPH S. KNOWLTON
Attorney for Plaintiff
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111
363-3191

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FILED
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CLERK OF DISTRICT COURT

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS, LTD., a Limited
Partnership, et. al.,

Plaintiffs,

-vs-

RICHTRON, a Utah corporation and
PAUL H. RICHINS,

Defendants.

ORDER TO COMPEL DEPOSIT

Civil No. 2-29700

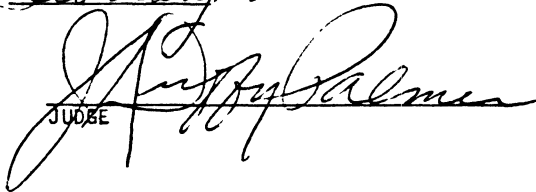
This matter came on before the Court upon Plaintiff's motion for an order to compel deposit in the Court of the 1980 payment in the amount of \$10,431.00 withdrawn from the Allred Contract escrow with the Bank of Utah, which motion was dated January 6, 1982. The motion was heard on the 11th day of February 1982 at 10:00 a.m. the plaintiffs being represented by Joseph S. Knowlton and the defendnats being represented by David E. Leta and Amy B. Dishell, the plaintiffs and defendants each presented oral arguments and from the pleadings and affidavits on file in this matter, the Court being fully advised in the premises and good cause appearing, therefore;

IT IS HEREBY ORDERED that the defendants deposit into the Court the sum of \$10,431.00 which represents the 1980 payment on the Allred Contract and that the plaintiffs deposit into the Court the sum of \$10,431.00 which represents the 1981 Allred Contract payment. That the funds when deposited will be placed into an interest-bearing certificate and held pending the determination of the rights of the parties in the Allred Contract and the properties underlying said contract. Further, the plaintiffs are directed to amend their complaint to bring into the action the Allreds, being Aral Wesley Allred and Sarah Elaine Allred, his wife, being the

EX

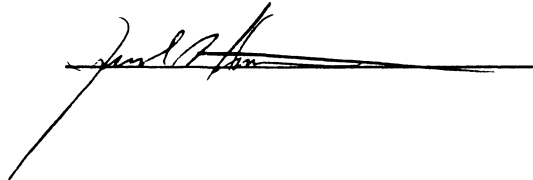
as the Allred Property. That the plaintiffs through their attorney have made representation that the underlying obligations on the property other than the Allred Contract have been paid by the plaintiffs and the plaintiffs are directed to submit evidence of said payments and in the event the representations are untrue, the plaintiffs will be subject to the sanctions of this Court to be determined. The determination of the rights of the parties in and to the property involved in this action to be determined at the time of trial. Deposits to be made within 5 days from the date hereof.

DATED this 16 day of February, 1982.


JUDGE

MAILING CERTIFICATE

I hereby certify that I mailed a copy of the foregoing Order to Compel Deposit to David E. Leta, Roe & Fowler, Attorneys at Law, 340 East Fourth South, Salt Lake City, UT 84111, on this 16th day of February, 1982.



Tab J

JOSEPH S. KNOWLTON
Attorney for Plaintiff
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111
363-3191

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS, LTD., a Limited)
Partnership; PHILLIP O. BOYER,)
VIRGIL CONDON, BOYD J. FARR, HOMER)
L. HALE, MARIE M. IRVINE,)
G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE)
SAWAY, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH M.)
WRIGHT, limited Partners,)

Plaintiffs,)

-vs-)

RICHTRON, a Utah corporation;)
PAUL H. RICHINS; ARAL WESLEY)
ALLRED and SARAH ELAINE ALLRED,)
his wife; BANK OF UTAH, a Utah)
corporation,)

Defendants.)

AMENDED COMPLAINT

Civil No. 2-29700

COMES NOW the plaintiffs above-named, by and through their attorney,
Joseph S. Knowlton, and for cause of action against the defendants, alleges
as follows:

FIRST CAUSE OF ACTION

1) That the plaintiff, Young Farms, Ltd., is a Limited Partner-
ship registered and organized to do business in the State of Utah.

2) That the other plaintiffs are the Limited Partners of the
Young Farms, Ltd.

3) That the defendant, Richtron, is a Utah Corporation, organized
by Paul H. Richins, who was the General Partner of the plaintiff, Young
Farms, Ltd., and it is alleged, on information and belief, that Paul
H. Richins is the majority owner of the defendant, Richtron, Inc.

4) That the defendants purchased for the plaintiff, Limited
Partnership, 848 acres located in Duchesne County, State of Utah, together
with the pertinent water shares.

FX

5) That said property was purchased from the General Partner, Richtron, at a price that was far in excess of the purchase price that the defendants acquired the property for.

6) That said property was purchased in behalf of the plaintiff, Young Farms, Ltd., without disclosing the defendants' interest and profit in the sale of the property through the Limited Partnership in violation of the fiduciary relationship owed to the plaintiffs by the defendants.

7) That on or about the 31st day of March, 1980, the defendants, acting on behalf of the plaintiff, Limited Partnership, sold 348 acres of the property purchased earlier together with other assets and received funds from the sale of said property, some of which funds, upon information and belief, it is alleged, were wrongfully detained by the defendants when they should have been distributed to the partner plaintiffs.

8) That the defendants have indicated to the partner plaintiffs that they are insolvent, and that they have resigned as the General Partner of the plaintiff, Limited Partnership; but, the defendants refuse to give to the plaintiffs an accounting and they refuse to turn over the records of the plaintiff, Limited Partnership, to the limited partners, all in violation of the limited partnership agreement and of the laws of the State of Utah and in violation of the fiduciary relationship of the defendants to the plaintiff.

9) That the plaintiffs are unable to determine how much monies are owed to the plaintiffs by the defendants and are unable to determine what the rights of the plaintiffs are to the properties owned by the plaintiff, Limited Partnership, and are unable to carry out the business necessary to protect the assets of the plaintiff, Limited Partnership.

10) That the plaintiffs have been damaged by the willful and wrongful actions of the defendants in amounts that are undeterminable until such time as the plaintiffs can acquire the documents and records of the plaintiff, Limited Partnership, from the defendants.

11) That upon information and belief, it is alleged that the defendants have wrongfully and willfully misappropriated funds of the plaintiff, Limited Partnership, to their own use or the use of others, in violation of the fiduciary relationship owed to the plaintiffs by

12) That paragraph three of the Limited Partnership Agreement provides for compensation to the General Partner, and that because of the actions of the defendants, they are not entitled to any compensation, nor are the defendants entitled to any compensation for the sale of any of the properties owned by the plaintiff, Limited Partnership, nor in which the plaintiff, Limited Partnership, has an interest, and that any recorded interest in said properties should be removed and esponded from the records.

13) That the defendant, Paul H. Richins, individually is and has been using the defendant, Richtron, as an alter-ego and as himself, and that the defendant, Paul. H. Richins, individually, should be liable for the actions of the defendant, Richtron, the Utah corporation.

14) That the plaintiffs are entitled to punitive damages against the defendants and each of them because of their wrongfull conduct in the amount of \$1,000,000.

15) That the plaintiffs are entitled to an accounting and for the delivery of the assets and records of the plaintiff, Limited Partnership, and are entitled to a Judgment for the amounts wrongfully obtained from the plaintiff, Limited Partnership, or the plaintiffs, limited partners.

SECOND CAUSE OF ACTION

16) That on or about the 15th day of November, 1974 the defendant sold to the plaintiffs three pieces of property known as the Freston property, the Dora J. Freston property and the Allred property, the description of which is attached hereto as Exhibit A, on a real estate contract, a copy of which is attached hereto as Exhibit B.

17) That on the 15th day of November, 1974 the defendants purchased from Robert M. Young and Betty Jean Young the same property by a real estate agreement, a copy of which is attached hereto as Exhibit C.

18) That on or about the 19th day of February 1979 the defendants Allreds and Richtron, Inc., entered into an agreement wherein the defendant Richtron, Inc. was to take the place of the contract sellers Robert M. Young and Betty Jean Young in making the payments to the Allreds on the Allred property, as described in Exhibit A, which is also a part of the

property being sold to the plaintiffs by the defendant Richtron, Inc.
A copy of this agreement is attached hereto as Exhibit D.

19) That concurrently with the execution of Exhibit D the Youngs, Allreds and Richtron, Inc., entered into an escrow agreement wherein the terms of the agreement were to be complied with through the Bank of Utah. And the Bank of Utah was to hold the Warranty Deed made out by the contract sellers Youngs to convey the property to the Allreds in the event of non-payment under the terms of the agreement by Richtron, Inc.

20) That through the negligence of the defendant bank the Warranty Deed was recorded, thereby returning the title of the property from the Youngs to the Allreds. A copy of the recorded Warranty Deed is attached hereto as Exhibit E.

Bull

21) That defendant Allreds have wrongfully terminated the agreement, Exhibit D, and since they currently hold title they are wrongfully attempting to sell the property known as the Allred property.

22) That neither the defendant bank nor the defendant Richtron have made any effort to correct the defect in the title which came about by the wrongful recording of the deed and that both the defendant bank and the defendant Richtron, Inc., had a positive and affirmative duty to the plaintiffs to rectify the title.

23) That the defendant Richtron, Inc., was the General Partner and acting at all times during this period of time as the General Partner of the plaintiff Young Farms, Ltd., and as such, had a positive and affirmative duty to protect the interest of the plaintiff Young Farms, Ltd., and in entering into the contract with the Allreds should be considered to be acting on behalf of the plaintiff Young Farms, Ltd.

24) That on or about the 20th day of January, 1981, the defendant Richtron, Inc., made the 1980 payment to the Bank of Utah in accordance with the agreement, attached as Exhibit D, which payment was due on the 15th day of November, 1980 in the amount of \$10,431.

25) That the defendant Richtron, Inc. had plaintiffs payment on their contract prior to the November 15th date, yet they did not make the payment on the Allred Contract until, upon demand, on the 20th day

26) That the Bank of Utah is also the escrow holder of certain documents under the contract between the plaintiff Young Farms, Ltd. and the defendant Richtron, Inc., and that the defendant bank has wrongfully made a demand for payment on the Richtron contract knowing that the Allreds are unwilling to transfer title to the property underlying both contracts and knowing that the plaintiff Young Farms, Ltd. has paid all underlying obligations due on the contract except the Allred Contract.

27) That the defendant bank should be enjoined from foreclosing the contract and delivering the documents held in escrow to the defendant Richtron, Inc.

28) That the defendant Richtron, Inc. should be enjoined from foreclosing on the contract as they also know that all underlying obligations have been paid and that the defendant Allreds are contending they have no obligation to deliver title.

29) That in the event this Court finds that the 1980 and 1981 payments as made and/or tendered by the defendant Richtron, Inc. and plaintiff Young Farms, Ltd. are insufficient to keep the contract in force between the defendant Richtron, Inc. and the Allreds, the plaintiffs will be damaged in the amount which would cover the value of the Allred property as of January 1981 and plaintiffs should have judgment against the defendant Richtron and the Bank of Utah and each of them in the amount of the value of said property due to the loss through their negligence in failing to make the payments in a timely manner.

30) That plaintiffs should have a judgment against the Allreds re-affirming the contract obligations between the defendant Richtron, Inc. and the defendant Allreds and the deed from the Youngs to the Allreds should be deemed void, and that the plaintiffs should be placed in the position of the defendant Richtron, Inc. in that agreement because of the fiduciary relationship that was breached by the defendant Richtron, Inc.

WHEREFORE, the plaintiffs demand judgment against the defendants and each of them as follows:

FIRST CAUSE OF ACTION

1) For a Writ of Replevin, requiring the defendants to deliver

to the plaintiffs all of the assets held by the defendants of the plaintiff, Young Farms, Ltd., including all monies, bank statements, documents, accounting records, and any and all other property of the plaintiff held by the defendants.

2) For an Order to Show Cause why said documents shouldn't be delivered to the plaintiffs immediately to prevent irreparable damage to the plaintiff, Limited Partnership, in protecting their assets.

3) For a Judgment against the defendants for those monies received from the Limited Partnership during the existence of the partnership, to be determined from an accounting from the records of the Limited Partnership.

4) For a Judgment against the defendants and each of them for punitive damages in the amount of \$1,000,000 and for costs and such other relief as the Court deems proper under the circumstances.

5) For an Order declaring the defendants' interest in any properties owned by the plaintiff, Limited Partnership, as null and void, and that any record of any interest of the defendants be removed from the records of the County in which said records are recorded, and that the defendants be declared to have no interest in any compensation from any future sale of any of the properties of the Limited Partnership, Young Farms, Ltd.

SECOND CAUSE OF ACTION

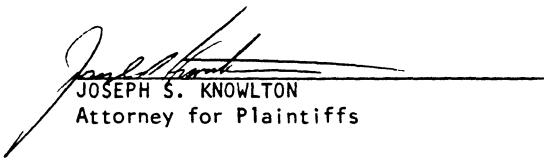
6) In the event the Court determines that the Allred Contract with Richtron, Inc. is unenforceable, then plaintiffs are to have judgment in the amount of the value of the Allred property as determined by competent appraisal testimony.

7) For an injunction prohibiting the defendants from foreclosing any interest in the properties known as the Allred property, Freston property or Dora J. Freston property pending the determination of the rights of the parties in the properties.

8) For an Order re-affirming the Allred Contract, Exhibit D, and voiding the deed, Exhibit E, and placing the plaintiffs in the position of the defendant Richtron, Inc. in the agreement, Exhibit D, and declaring defendant Richtron, Inc. as having no interest in said property.

9) For such other relief as the Court deems just in the premises.

DATED this 16th day of February, 1982.

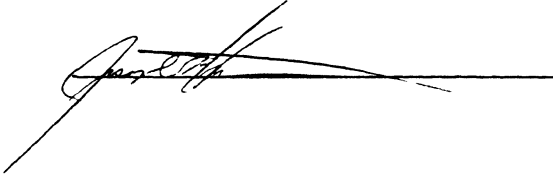

JOSEPH S. KNOWLTON
Attorney for Plaintiffs

Plaintiff's Address:

180 East 2100 South
Salt Lake City, UT 84115

MAILING CERTIFICATE

I hereby certify that I mailed a copy of the foregoing Amended Complaint to David E. Leta, Roe & Fower, Attorneys at Law, 340 East Fourth South, Salt Lake City, UT 84111, on this 16th day of February, 1982.



Tab K

David E. Leta
ROE AND FOWLER
Attorneys for Defendants
Richtron, Inc. and Paul H. Richins
340 East Fourth South
Salt Lake City, Utah 84111
Telephone: (801) 328-9841

FILED

MAR 4 1982

RODNEY W. WALKER, Clerk
Davis County, Utah

IN THE SECOND JUDICIAL DISTRICT COURT
OF DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS LIMITED, a limited)
partnership, PHILLIP O. BOYER,)
VIRGIL CONDON, BOYD J. FARR,)
HOMER L. HALE, MARIE M. IRVINE,)
G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE)
SAWAYA, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH M.)
WRIGHT, limited partners,)

Plaintiffs,)

ANSWER AND CROSS-CLAIM

vs.)

RICHTRON, INC., a Utah corporation,)
and PAUL H. RICHINS; ARAL WESLEY)
ALLRED and SARAH ELAINE)
ALLRED his wife; BANK OF UTAH,)
a Utah corporation,)

Defendants.)

Civil No. 2-29700

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Defendants, Richtron, Inc. and Paul H. Richins, by and through
their counsel, answer plaintiff's amended complaint and seek relief as
follows:

ANSWER

FIRST DEFENSE

Defendants, Richtron, Inc. and Paul H. Richins, answer the
specifically numbered averments of plaintiffs' complaint as follows:

EX

1. Defendants admit the averments contained in paragraph 1.

2. Answering paragraph 2 of the complaint, defendants are without knowledge sufficient to form a belief as to the truth of the averments contained therein for the reason that said averments call for legal conclusions. Defendants affirmatively aver that the individual plaintiffs were limited partners of Young Farms Limited, but now have reason to believe that said plaintiffs may now constitute general partners of a new partnership doing business under the name of Young Farms Limited because of the actions taken by said limited partners after dissolution of the limited partnership.

3. Answering paragraph 3 of the complaint, defendant Richtron, Inc. admits that it is a Utah corporation who was the general partner of plaintiff Young Farms Limited prior for the purpose of winding up the affairs of the partnership. Defendants deny each and ever other averment contained in paragraph 3.

4. Defendants admit the averments contained in paragraph 4.

5. Answering paragraph 5, defendants admit that the property was purchased from the limited partnership's general partner, Richtron, Inc., but deny that said purchase was "at a price far in excess of the purchase price that defendants acquired the property for" and affirmatively aver that said property was purchased by defendants for the limited partnership at a price substantially below the value of the property as shown by a written and bona fide appraisal.

6. Defendants deny the averments contained in paragraph 6.

7. Answering paragraph 7 of the complaint, defendants admit that on or about November 1, 1979, defendant Richtron, Inc., acting on behalf of the limited partnership, sold the property purchased earlier, but denies each and every other averment contained in paragraph 7.

8. Answering paragraph 8 of the complaint, defendants admit that Richtron, Inc. resigned as the general partner of the limited partnership and has refused to turn over original records of the limited partnership to the limited partners. Defendants deny each and every other averment contained in paragraph 8, and Richtron, Inc. affirmatively avers that upon its resignation, withdrawal and notice to limited partners, the limited partnership was automatically dissolved pursuant to the limited partnership agreement and Utah law to wind up the affairs of the limited partnership, that it requires retention of the original books and records to accomplish this winding-up process, and that the original books and records of the limited partnership have been made available to the limited partners, or to their authorized representatives, for inspection and copying during regular business hours and upon reasonable advance notice.

9. Defendants deny the averments contained in paragraphs 9, 10 and 11 of the complaint, and affirmatively aver that plaintiffs are not entitled to carry on the business of the limited partnership for the reason that said partnership has been dissolved, and for the further reason that defendant Richtron, Inc. has sole and exclusive responsibility for winding up the affairs of said partnership.

10. Answering paragraph 12 of the complaint, defendants admit that paragraph 3 of the Limited Partnership Agreement provides for compensation to the general partner and deny each and every other averment contained in paragraph 12.

11. Defendants deny the averments contained in paragraphs 13 and 14.

12. Answering paragraph 15, defendants admit that plaintiffs are entitled to an accounting and deny each and every other averment contained in paragraph 15.

SECOND CAUSE OF ACTION

13. Defendants admit the averments contained in paragraphs 16, 17, 18 and 19.

14. Defendants Richtron Inc., and Paul H. Richins deny the averments contained in paragraph 20 and affirmatively aver that the Warranty Deed conveying the Allred property from Youngs to Allreds was recorded at the request of Gayle McKeachnie, attorney for the Allreds, prior to placing the deed into escrow, in breach of the escrow agreement entered into between the Youngs, Allreds and Richtron, Inc.

15. Defendants Richtron Inc. and Paul H. Richins admit the averments contained in paragraph 21.

16. Answering paragraph 22 of the amended complaint, defendants Richtron Inc. and Paul H. Richins are without knowledge sufficient to form a belief as to the averments respecting the Bank of Utah and deny each and every other averment contained therein.

17. Answering paragraph 23, defendants Richtron Inc. and Paul H. Richins admit that Richtron Inc. was the General Partner of Young Farms, Ltd during the time of these transactions, but deny the remaining averments contained therein.

18. Answering paragraph 24 of the amended complaint, defendants Richtron, Inc. and Paul H. Richins admit that defendant Richtron Inc. made the 1980 payment to the Bank of Utah on the 20th of February and admit the remaining averments contained therein.

19. Defendants, Richtron Inc., and Paul H. Richins admit the averments contained in paragraph 25, but affirmatively aver that the payments received by Richtron Inc. on the Young Farms-Richtron contract are separate and distinct from payments made by Richtron, Inc. on the Richtron-Young-Allred contract and further aver that Richtron's February 20, 1981 payment on the Allred was timely made within the 30-day grace period permitted under the default provisions of the November 15, 1974 Real Estate Contract and the February 17, 1979 Escrow Agreement.

20. Defendants, Richtron, Inc. and Paul H. Richins admit that the Bank of Utah is the escrow holder of certain documents under the contract between plaintiff and Richtron, Inc. but are without knowledge sufficient to form a belief as to the truth of the remaining averments contained in paragraph 26.

21. Answering defendants deny the averments contained in paragraphs 27 and 28 and 29.

22. Answering paragraph 30 of the amended complaint, defendants Rictron Inc. and Paul H. Richins admit that the contract obligations between Rictron Inc. and the Allreds should be reaffirmed and further admit that the deed from the Youngs to the Allreds should be deemed void. Answering defendants deny the remaining averments contained therein.

23. Answering defendants deny each and every averment not specifically admitted herein.

SECOND DEFENSE

The amended complaint fails to state a claim against defendants Rictron, Inc. and Paul H. Richins upon which relief may be granted.

THIRD DEFENSE

The relief requested by plaintiffs in the complaint is barred by waiver, estoppel and plaintiffs' negligence.

FOURTH DEFENSE

The relief requested by plaintiffs in the complaint is barred by the terms of the Limited Partnership Agreement entered into between the parties and by operation of law as set forth in the Utah Limited Partnership Act, § 48-2-1 et seq. U.C.A. (1953).

FIFTH DEFENSE

The individual plaintiff's lack standing to sue on behalf of Young Farms Limited.

WHEREFORE, defendants Rictron, Inc. and Paul H. Richins request that plaintiffs' amended complaint be dismissed, no cause of

action; that defendants be awarded costs of suit and a reasonable attorneys' fee as may be permitted by law; and that defendants be awarded such other and further relief as the court deems just and proper.

CROSS-CLAIM

Defendants Richtron, Inc. and Paul H. Richins cross-claim against defendants Aral Wesley Allred and Sarah Elaine Allred as follows:

1. In March of 1974, defendants Aral Wesley and Sarah Elaine Allred sold and conveyed by Warranty Deed to Robert and Betty Young the "Allred" property described in Exhibit "A" of plaintiff's amended complaint.

2. By warranty deed dated November 15, 1974, and real estate contract dated November 26, 1974, Youngs conveyed the "Allred" property to defendant Richtron Inc.

3. In an agreement dated February 17, 1979, between Allreds, Youngs, and Richtron, Inc., the parties agreed that Richtron Inc. would assume the Young's position in making payments to the Allreds on the Allred property.

4. The February 17, 1979, agreement further provided that a Warranty Deed conveying the Allred property from Young to Allred was to be held in Escrow at the Bank of Utah and that such deed was to be delivered to Allreds upon default in payment by Richtron Inc. The agreement provided further that upon Richtron, Inc. making all payments as required under the Real Estate contract, such warranty deed was to be destroyed by the Escrow Agent.

5. In violation of the terms of the February 17, 1979 agreement, the warranty deed conveying the Allred property from Young to Allred was wrongfully recorded at the request of Gayle McKeachnie, attorney for Allreds, prior to being placed into escrow at the Bank of Utah.

6. The recordation of said warranty deed constitutes a defect in title of the Allred property and should be rendered null and void.

7. Richtron Inc. has made all of its payments on the Allred property to the Bank of Utah escrow within the time periods permitted under the terms of the February 17, 1979 agreement and the November 15, 1974 real estate contract.

8. Defendants Aral Wesley and Sarah Elaine Allred have refused to accept such payments from Richtron, Inc. notwithstanding Richtron, Inc.'s compliance with the terms of the February 17, 1979 agreement.

9. Such refusal to accept payment constitutes a material breach of the February 17, 1979 agreement by defendants Aral Wesley and Sarah Elaine Allred.

WHEREFORE, defendants Richtron Inc. and Paul H. Richins demand judgment against defendants Allreds as follows:

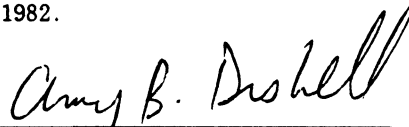
1. For an order reaffirming the validity of the February 17, 1979 contract between Allreds, Youngs and Richtron;

2. For an order directing defendants Aral Wesley and Sarah Elaine Allred to accept payments on the Allred property from Richtron, Inc. and to otherwise comply with the terms of the February 17, 1979 contract between Allreds, Youngs and Richtron;

3. For an order declaring the Warranty Deed conveying the Allred property from Young to Allreds null and void.

4. For such other and further relief as the court deems just and proper.

DATED this 26th day of February, 1982.

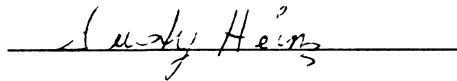


David E. Leta
Amy B. Dishell
ROE AND FOWLER
340 East Fourth South
Salt Lake City, Utah 84111
Attorneys for Defendants
Richtron, Inc. and Paul H. Richins

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of February, 1982, I served the foregoing Answer and Counter-Claim upon Joseph S. Knowlton, Esq., attorney for plaintiffs, by depositing a copy thereof in the United States mails, postage prepaid, addressed as follows:

Joseph S. Knowlton, Esq.
455 East Fourth South
Salt Lake City, Utah 84111



Tab L

FILED

In the District Court of the Second Judicial District MAR 17 1982

IN AND FOR THE

County of Davis, State of Utah

RODNEY W. WALKER, Clerk
Davis County, Utah

No. 29700
YOUNG FARMS, et al vs. RICHTRON, INC. and PAUL RICHINS

LETTER IN FIRE FILE NO. 79

Ex



BARNES BANKING COMPANY

KAYSVILLE, UTAH 84037

LETTER OF CREDIT

FILE COPY

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1974 Revision) International Chamber of Commerce Publication No. 290.

IRREVOCABLE TRANSFERABLE LETTER OF CREDIT NO.: _____

DATE: March 15, 1982

Honorable J. Duffy Palmer
Second Judicial District Court
Davis County Courthouse
Farmington, Utah 84025

Attention: Clerk of the District Court

Re: Young Farms, et al vs. Richtron, Inc., and Paul Richins (Case No. 2-29700)

Gentlemen:

We hereby authorize you to draw on Barnes Banking Company, whose address is 33 South Main, Kaysville, Utah 84037, (the "Issuing Bank") at site for the account of Leo H. Richins, whose address is 141 East 100 South, Kaysville, Utah 84037, (the "Account Party") up to an aggregate amount of TEN THOUSAND FOUR HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$10,431.00).

This Letter of Credit will initially expire on the 30th day of September, 1982. It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for six (6) months from the present or any future expiration date thereof, unless thirty (30) days prior to any such expiration date we, the Issuing Bank, shall notify the Clerk of the District Court, Second Judicial District Court, Davis County Courthouse, Farmington, Utah 84025, by registered letter that we elect not to consider this Letter of Credit renewed for such additional six-month period. The notice required hereunder will be deemed to have been given when received by you.

It is agreed and understood that any and all drafts drawn by you on the Issuing Bank must specifically state the number and date of this Letter of Credit and be accompanied by this Letter. The Issuing Bank shall have no right or obligation to inquire into the accuracy of any such statement, but will honor the draft on presentation. Partial drawings are permitted. The undersigned hereby waives any right to defer honor of such draft.

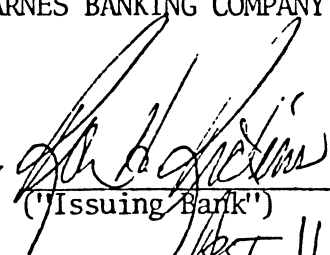
Letter of Credit
page 2

This Letter of Credit is transferable and assignable in its entirety to a state or national bank, or upon our receipt of a written notification from you of such transfer and assignment, we hereby agree with the drawers, endorsers, and bona-fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit to timely honor such drafts on the presentation thereof to the Issuing Bank before the expiration date of the primary term of this Letter of Credit. The Issuing Bank hereby waives any right to defer the honor or any such drafts presented by you or by any drawer, endorser, or bona-fide holder of such drafts.

Very truly yours,

BARNES BANKING COMPANY

By



("Issuing Bank")

EST. V.P.

Tab M

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

DEC 14 1982

RECEIVED BY MAIL, Clerk

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS, LTD., a Limited
Partnership, et. al.,

Plaintiff,

-vs-

RICHTRON, a Utah corporation, and
PAUL H. RICHINS,

Defendants.

)

)

)

)

)

)

O R D E R

Civil No. 2-29700

THIS MATTER came on for hearing before the Hon. J. Duffy Palmer on plaintiff's motion for order to require payment of letter of credit on the 9th day of December, 1982, the plaintiffs being represented by their attorney, Joseph S. Knowlton, and the defendants, Richtron and Paul H. Richins, being represented by their attorney, David E. Leta.

The defendant's attorney making representations that the letter of credit was as good as cash that was required by the original order and that they had complied with the original order by depositing the letter of credit, the Court indicating a concern about the interest, and the plaintiff's attorney indicating a concern about the interest and the fact that the letter of credit was not open ended but was for a six-month period to be extended for six months automatically.

The defendant's attorney indicating that they would make arrangements with the bank to provide the interest and make the letter of credit open ended, to be paid at the judge's direction at the conclusion of the litigation.

And the Court being fully advised in the premises makes the following Order:

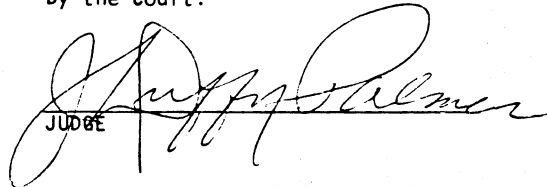
Ex

M

The defendant is ordered to have the current letter of credit on file with the Court from the Barnes Banking Company amended providing for the payment of interest on the principal amount of \$10,431.00 (TEN THOUSAND FOUR HUNDRED THIRTY ONE AND NO/100 DOLLARS) at the going rate of interest that would be provided on money market certificates from the date of the original order, which date was the 11th day of February, 1982, until the money has been deposited in Court or the letter of credit levied upon by the Court, and that the letter of credit be open ended to be paid by the Barnes Banking Company, until further order of the Court.

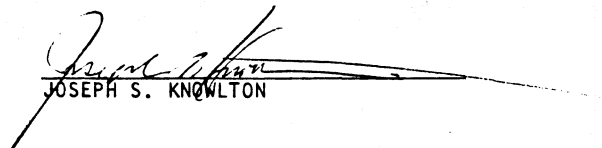
DATED this 13 day of December, 1982.

By the Court:


JUDGE

MAILING CERTIFICATE

I hereby certify that I mailed a copy of the foregoing Order to David E. Leta, Roe & Fowler, 340 East 400 South, Salt Lake City, Utah 84111; Gayle F. McKeachnie, Nielsen & Senior, 363 East Main St., Vernal, Utah 84078; and Paul T. Kunz, Kunz, Kunz & Hadley, 2605 Washington Blvd., Ogden, Utah 84401, postage prepaid, on this 10th day of December, 1982.


JOSEPH S. KNOWLTON

Tab N

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH
1983 OCT -5 AM 11:42
MICHAEL G. ALLRED, CLERK
2ND DISTRICT COURT
BY *JK*
DEPUTY CLERK

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS LIMITED, a Limited
Partnership, et al.,

Plaintiff,

-vs-

RICHTRON, a Utah Corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED,
SARAH ELAINE ALLRED, his wife, and
BANK OF UTAH, a Utah Corporation,

Defendants.

AFFIDAVIT OF JOSEPH S. KNOWLTON

Civil No. 2-29700

STATE OF UTAH)
:ss.:
County of Salt Lake)

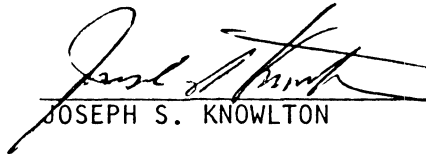
COMES NOW Joseph S. Knowlton, being first duly sworn, deposes and
says as follows:

1. That I am the attorney for the plaintiffs.
2. That on or about the 5th day of November, 1982, the Internal Revenue Service sold all of the right, title and interest of the defendant, Richtron, Inc., in the properties and contracts of which this lawsuit is concerned to Milton Goff, Trustee in Trust. A copy of the Certificate of Sale is attached hereto as Exhibit "A" and specifically it is referred to as Seizure No. 16 as a part of Exhibit "A".
3. That on or about the 25th day of January, 1983, the plaintiffs received from Milton Goff, Trustee in Trust, an assignment of all the right, title and interest of Milton Goff in the properties of which this lawsuit is concerned, a copy of which assignment is attached as Exhibit "B".

EX
N

4. That this Court has ruled in the case of John P. Sampson vs. Paul Richins and Richtron, Inc., et al., civil no. 29552, that Milton R. Goff as Trustee in Trust did in fact receive all of the right, title and interest of Richtron, Inc. to the properties. A copy of this Order is attached as Exhibit "C".

DATED this 30th day of September, 1983.



JOSEPH S. KNOWLTON

SUBSCRIBED AND SWORN to before me this 30th day of September, 1983..



NOTARY PUBLIC

Residing at Salt Lake City, UT.

My Commission expires:

6-22-86

ASSIGNMENT

COMES NOW, Milton Goff, Trustee in Trust, for and in consideration of the sum of \$2,000.00 (TWO THOUSAND AND NO/100 DOLLARS), receipt of which is acknowledged, and assigns, transfers and quit claims to Young Farms, Ltd., a Utah Limited Partnership, all of his right, title and interest in and to all of the property and property rights belonging to Richtron, Inc., Richtron General or Richtron Financial, respectively, and all nominees or alter egos or agents of Richtron, Inc., or Richtron General or Richtron Financial, which property rights were obtained by the said Milton Goff, Trustee in Trust, by purchase of the Federal Tax Lien Rights, said assignment is to cover all property and interests known as Young Farms, Ltd., and any and all property belonging to Young Farms, Ltd., and specifically its properties set forth in Exhibit "A" attached hereto and made a part hereof by reference.

DATED this 25th day of January, 1983.

MILTON GOFF
Trustee in Trust

STATE OF UTAH)
County of Wasatch) ss.

On the 25 day of January, A. D. one thousand
nine hundred and 83 personally appeared before me _____
Milton R Gaff.
the signer of the foregoing instrument, who duly acknowledged to me that
he executed the same.

Ray M. Keller
NOTARY PUBLIC

Residing at 4501 1/2th Ave - 2nd Flr - Cyn.

My Commission expires:

Feb. 14th 1936

EXHIBIT "A"

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 403 feet; thence West 566.5 feet; thence South $20^{\circ}00'$ East 413.57 feet; thence East 480 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North $0^{\circ}04'14''$ East along the N-S $1/4$ Section line from the S $1/4$ corner of said Section; thence North $20^{\circ}17'11''$ West 1,368.45 feet; thence South $89^{\circ}53'37''$ East 476.04 feet; thence South $0^{\circ}04'14''$ East 1,282.69 feet to point of beginning. Contains 7.009 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South $20^{\circ}18'$ East 1,157.3 feet; thence North $75^{\circ}95'$ East 642 feet; thence South $20^{\circ}35'$ East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water filling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.40 feet South $0^{\circ}01'42''$ West along the N-S $1/4$ Section line from the North $1/4$ Corner said Section; thence South $20^{\circ}23'54''$ East 510.284 feet; thence South $88^{\circ}04'09''$ West 178.197 feet; thence North $0^{\circ}01'42''$ East 484.285 feet to point of beginning. Contains 0.090 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Uintah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all improvements thereunto, and 392 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

11-11-61

RODNEY W. WALKER, Clerk
Davis County, Utah

)	
JOHN P. SAMPSON and John)	
Does 1-10,)	
)	
Plaintiffs,)	ORDER
)	
vs.)	Civil No. <u>29552</u>
)	
PAUL H. RICHINS, RICHTRON, INC.,)	
and RICHTRON FINANCIAL CORP.,)	
)	
Defendants.)	
)	

- 5 -

Wc;

Page: 2
Civil No. 29552
Order

for IRS; that the term included in said IRS Certificate "All personal or real property" as listed in said certificate, includes all personal and real property, tangible and intangible properties, causes of action, counterclaims, shares of corporate stock of the said entities listed in the certificate without exception That the process of winding up the limited partnerships has a monetary value and is included in the sale, now therefore,

IT IS HEREBY ORDERED by way of a declaratory judgment that Milton R. Goff, as Trustee, purchased and was sold by the IRS as evidenced by the certificate of sale of seized property, all personal and real property belonging to Richtron Inc., Richtron Financial Corp., Richtron General, Frontier Equities, Alter-Egos, nominees, agents or transferees of Richtron Inc., which properties include all tangible or intangible properties, all causes of action, counterclaims, right to wind up affairs of the limited partnerships in which Richtron Inc., Richtron General were general partners. Stock of said corporations and all properties of any nature belonging to, or in which said parties had any interest whatsoever, are now the absolute properties of Milton R. Goff, as Trustee in trust.

DATED AND SIGNED this 25 day of January, 1983.

Approved as to Form:

JUDGE
STATE OF UTAH
COUNTY OF DAVIS
SS
I THE UNDERSIGNED CLERK OF THE DISTRICT COURT OF DAVIS COUNTY UTAH DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE IN MY OFFICE.
WITNESS MY HAND AND SEAL OF SAID OFFICE
THIS 26 day of January, 1983
RODNEY W. WALKER, CLERK
BY Shirley M. [Signature] DEPUTY

Certificate of Sale of Seized Property

I certify that I sold at public sale the property described below, seized for nonpayment of delinquent internal revenue taxes due from:

Taxpayer's name: Richtron Inc., and Richtron Financial Corp., Richtron General, or
Wharton Builders; Alter Ego's, Nominees, Agents, or Transferees of
Richtron Inc.

Date of sale: October 22, 1982 Sale held at: 524-15th Street, Room 1501, Ogden, Utah

In the county of Bohmer

Description of property sold:

(If you need more space, please continue on the back of this form.)

All property shown on the attached inventory list.

The above property was sold at the highest bid received, and receipt of the bid amount is acknowledged.

Sale amount: \$ 2000.00 Purchaser's name: Milton Goff, Trustee in Trust

Purchaser's address: 2650 Washington Blvd., Ogden, Utah 84401

The sale was conducted as provided by Subchapter D, Chapter 64 of the Internal Revenue Code and related regulations.

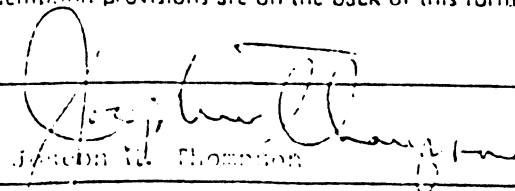
Personal Property

This certificate transfers to the purchaser named above all right, title, and interest of the taxpayer shown above in and to the personal property described.

Real Property

If the real property described above is not redeemed within the time prescribed in section 6337 of the Internal Revenue Code, a deed will be issued upon surrender of this certificate. The deed will operate as a conveyance of the right, title, and interest of the taxpayer named above in and to the real property described. Instructions for surrender of this certificate and redemption provisions are on the back of this form.

Revenue Officer's Signature


Joseph W. Thompson

District

Salt Lake City, Utah

Revenue Officer's Address

Date

524-15th Street, Room 1501, Ogden, Utah 84401 11-05-82

(Over)

-7-

Form 2435 (Rev. 2-77)

Right of Redemption of Real Estate After Sale

Section 6337(b) of the Internal Revenue Code provides that real estate sold under the provision of section 6335 of the Code may be redeemed as follows:

1. **Period**—The owners of any real property sold as provided in section 6335, their heirs, executors, or administrators, or any person having any interest therein, or a lien thereon, or any person in their behalf, shall be permitted to redeem the property sold, or any particular tract of such property, at any time within 120 days after the sale thereof.
2. **Price**—Such property or tract of property shall be permitted to be redeemed upon payment to the purchaser, or in case the purchaser cannot be found in the county in which the property to be redeemed is situated, then to the Secretary, for the use of the purchaser, or the purchaser's heirs or assigns, the amount paid by the purchaser, and interest thereon at the rate of 20 percent per annum.

Procedure to Obtain a Deed

If the real estate is not redeemed within the 120-day period, the purchaser or assignee may obtain a deed by surrendering the Certificate of Sale, either by personal delivery or mail, to:

1. The District Director of Internal Revenue for the district in which the property is situated, marked for the Attention, Chief, Special Procedures Staff; or
2. The address of the internal revenue office shown on the Certificate of Sale.

A deed will be issued as soon as possible after surrender of the Certificate of Sale.

Description of property sold (continued):

Certificate of Sale of Seized Property

Property sold at public sale the property, described below, seized for nonpayment of delinquent internal revenue taxes due from: Richtron, Inc., and Richtron Financial Corp., Richtron General, or
Premier Equities; Alton Ego's, Business, Agents, or Transferee's of
Taxpayer's name: Richtron, Inc.

Date of sale: November 11, 1982 Sale held at: 314-17th Street, Room 1301, Ogden, Utah
in the county of Weber

Description of property sold:
(If you need more space, please continue on the back of this form.)

All property shown on the attached inventory list.

The above property was sold at the highest bid received, and receipt of the bid amount is acknowledged.

Sale amount: \$ 77,000.00 Purchaser's name: Milton Goff, Trustee in Trust

Purchaser's address: 2650 Washington Blvd., Ogden, Utah 84401

The sale was conducted as provided by Subchapter D, Chapter 64 of the Internal Revenue Code and related regulations.

Personal Property

This certificate transfers to the purchaser named above all right, title, and interest of the taxpayer shown above in and to the personal property described.

Real Property

If the real property described above is not redeemed within the time prescribed in section 6337 of the Internal Revenue Code, a deed will be issued upon surrender of this certificate. The deed will operate as a conveyance of the right, title, and interest of the taxpayer named above in and to the real property described. Instructions for surrender of this certificate and redemption provisions are on the back of this form.

Revenue Officer's Signature <u>Joseph H. Thompson</u>	District <u>Salt Lake City, Utah</u>
Revenue Officer's Address <u>314-17th Street, Room 1301, Ogden, Utah 84401</u>	Date <u>11-05-82</u>

where Richtron, Inc. is shown as the seller. See Attachment copy of said contract.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above property. However, any such interest is being held to be junior to that of the U. S. government by virtue of the Federal Tax Lien. The U. S. Government may also take the position that Frontier Equities is an Alter Ego, Nominee, or Agent of Richtron, Inc., Richtron Financial Corporation, and Richtron General.

Seizure #14: (8701-8249) All personal or real property described as follows: Richtron Financial Corporation's right, title, and interest in and to that certain Real Estate Contract and Fee Agreement between Richtron Financial Corporation and Kanosh Farms, where Richtron Financial Corporation is shown as the seller. See Attachment copy of contract and agreement.

Note: Frontier Equities, a Utah corporation, may claim an interest in the above property. However, any such interest is being held to be junior to that of the U. S. government by virtue of the Federal Tax Lien. The U. S. Government may also take the position that Frontier Equities is an Alter Ego, Nominee, or Agent of Richtron, Inc., Richtron Financial Corporation, and Richtron General.

Seizure #15: (8701-8250) All personal or real property described as follows: Richtron Inc.'s right, title, and interest in and to that certain Farm Purchase and Fee Agreement between Richtron Inc. and Blackfoot Farms, a Utah limited partnership, where Richtron Inc. is shown as the seller. See Attachment copy of said agreement.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above property. However, any such interest is being held to be junior to that of the U. S. Government by virtue of the Federal Tax Lien. The U. S. Government may also take the position that Frontier Equities is an Alter Ego, Nominee, or Agent of Richtron, Inc., Richtron Financial Corporation, Richtron General.

Seizure #16: (8701-8251) All personal or real property interest described as follows: Richtron Inc.'s right, title, and interest in and to that certain Real Estate Contract existing between Richtron, Inc. and Young Farms, Ltd., a Utah limited partnership, where Richtron Inc. is shown as the seller. See attachment copy of said contract.

Note: Frontier Equities, a Utah corporation, may claim an interest in the above property. However, any such interest is being held to be junior to that of the U. S. Government by virtue of the Federal Tax Lien. The U. S. Government may also take the position that Frontier Equities is an Alter Ego, Nominee, or Agent of Richtron, Inc., Richtron Financial Corporation, and Richtron General.

Right of Redemption of Real Estate After Sale

Section 6337(b) of the Internal Revenue Code provides that real estate sold under the provision of section 6335 of the Code may be redeemed as follows:

1. **Period**—The owners of any real property sold as provided in section 6335, their heirs, executors, or administrators, or any person having any interest therein, or a lien thereon, or any person in their behalf, shall be permitted to redeem the property sold, or any particular tract of such property, at any time within 120 days after the sale thereof.
2. **Price**—Such property or tract of property shall be permitted to be redeemed upon payment to the purchaser, or in case the purchaser cannot be found in the county in which the property to be redeemed is situated, then to the Secretary, for the use of the purchaser, or the purchaser's heirs or assigns, the amount paid by the purchaser, and interest thereon at the rate of 20 percent per annum.

Procedure to Obtain a Deed

If the real estate is not redeemed within the 120-day period, the purchaser or assignee may obtain a deed by surrendering the Certificate of Sale, either by personal delivery or mail, to:

1. The District Director of Internal Revenue for the district in which the property is situated, marked for the Attention, Chief, Special Procedures Staff; or
2. The address of the internal revenue office shown on the Certificate of Sale.

A deed will be issued as soon as possible after surrender of the Certificate of Sale.

Description of property sold (continued):

Seizure #101: (8701-83-14) All personal or Real property interest held by Richtron Inc. including right, title, and interest in and to that certain contract or Real Estate Contract wherein Richtron Inc., a Utah Corporation is shown as the buyers and Robert M. & Betty Jean Young are shown as the sellers.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above properties, however, any interest so claimed is being held to be junior to the U. S. Government by virtue of the Federal Tax Lien.

Seizure #51: (8701-83-13) All personal or real property interest held by Richtron Inc. including right, title, and interest in and to that certain contract or Real Estate or Farm Purchase and Fee Agreement wherein Clark Wangsgard and Sidney A. Wangsgard are shown as sellers and Richtron Inc. is shown as the buyer.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above properties, however, any interest so claimed is being held to be junior to the U. S. Government by virtue of the Federal Tax Lien.

Seizure #32: (8701-83-16) All personal or real property interest held by Richtron Inc. including right, title, and interest in and to that Contract for Sale and Purchase of Real Estate wherein Howard and Sharon Murengerger are shown as the sellers and Richtron Inc. is shown as the buyer.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above properties, however, any interest so claimed is being held to be junior to the U. S. government by virtue of the Federal Tax Lien.

Seizure #33: (8701-83-17) All personal or real property interest held by Richtron Financial Corporation including right, title, and interest in and to that certain contract or Contract For the Sale and Purchase of Real and Personal Property wherein Roland I. and Eloise G. Dean are shown as sellers and Richtron Financial Corporation is shown as the seller.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above properties, however, any interest so claimed is being held to be junior to the U. S. Government by virtue of the Federal Tax Lien.

Seizure #34: (8701-83-18) All personal or real property interest held by Richtron Financial Corporation including right, title, and interest in and to that certain Real Estate Contract and Fee Agreement wherein Lee C. Atkin and Cleo R. Atkin are shown as the sellers and Richtron Financial Corporation is shown as the Buyer.

Note: Frontier Equities, a Utah Corporation, may claim an interest in the above properties, however, any interest so claimed is being held to be junior to the U. S. Government by virtue of the Federal Tax Lien.

Tab O

FILMED

In the District Court of the Second Judicial District

IN AND FOR THE

County of Davis, State of Utah

YOUNG FARMS LIMITED, a
Limited Partnership, etal

Plaintiffs,

vs

RICHTRON, INC, a Utah
Corporation; PAUL H. RICHINS,
ARAL WESLEY ALLRED, SARAH
ELAINE ALLRED, his wife,
BANK OF UTAH, a Utah
corporation,

Defendants.

RULING ON MOTIONS

Case No. 29700

* * * * *

Three motions pertaining to this case came before the Court on April 19, 1983 with Joseph S. Knowlton appearing for Plaintiffs, David E. Leta appearing for Defendants Richtron, Inc. and Paul H. Richins, Jeff Jones appearing for Defendants Allred and Paul T. Kunz appearing for the Bank of Utah. Counsel argued the motions to the court and supplied the court with memorandums. The Court took rulings on each of the three motions under advisement. The court now rules on the motions.

First, Richtron has filed a motion to withdraw admissions. Plaintiff's counsel called it on the calendar for hearing. Defendants Allred, filed its first set of request for admissions and interrogatories on September 3, 1982. On January 10, 1983, Richtron answered the admissions and interrogatories and moved to withdraw admissions. Pre-trial has not yet been held on this case. The Defendant's Allred, have moved for summary judgment which is based to some extend on the admissions involved in this motion.

EX.

-2-

This court believes presentation of the merits of this action will be subserved by allowing Richtron to withdraw or amend the admissions. It is so ordered by the court. Defendant Richtron, is ordered to immediately pay an attorney fee of \$250. to Defendants, Allred, for the extra attorneys fees Allreds have incurred because of their failure to file timely answers to to admissions.

Second, Defendants, Allred, have moved for summary judgment.

Summary judgment is not appropriate in this case since there are material facts which are disputed. One such disputed fact involve the issue as to whether or not Richtron made its annual payment on the property within thirty days after receiving notice of default. Allreds motion for Summary Judgment is denied.

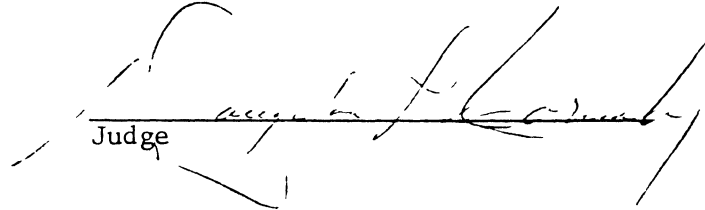
Third, Plaintiffs moved the Court to require Richtron to pay \$10,431. to the clerk of this court in cash. On February 16, 1980, Judge J. Duffy Palmer ordered this done. On March 17, 1982, Richtron filed a letter of credit with Barnes Bank instead. Plaintiffs objected to this letter since it was subject to revocation and did not provide for interest. The matter was again brought before the court and on December 13, 1982, Judge J. Duffy Palmer ordered the letter of credit to be irrevocable and to provide for interim interest. No change in the letter of credit has yet been made. Plaintiffs motion is well taken. Delay seems to be the order of the day in this case. Defendants Richtron and Paul Richins, are hereby ordered to deposit \$10,431. into Court within thirty days from the date of this order. Said Defendants are also ordered to immediately pay \$250.00 towards the payment of Plaintiffs

attorneys fees for making it necessary for Plaintiffs to bring this matter before the court again. Plaintiffs attorney is ordered to draw this order in a formal manner.

Court will order this case placed on the pre-trial calendar.

Dated April 22, 1983.

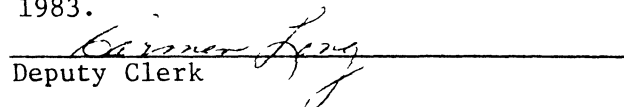
BY THE COURT:



Judge

Mailing Certificate:

This is to certify that the undersigned mailed a true and correct copy of the foregoing Ruling on Motions to Joseph S. Knowlton, Esq. 845 East 400 South, Salt Lake City, Utah 84102, David E. Leta, Esq. Suite 1200, Valley Towers, 50 West Broadway, Salt Lake City, Utah 84101; Jeffrey Jones, Esq. 110 Beneficial Life Tower, Salt Lake City, Utah 84111; and to Paul T. Kunz, Esq. 2650 Washington Blvd. Ogden, Utah 84401, and Paul Richins, 37 North Main, Farmington, Utah on April 22, 1983.



Deputy Clerk

FILED

MAY 3 1983

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

RODNEY W. WALKER, Clerk
Davis County, Utah

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

FILMED

YOUNG FARMS, LTD., a Limited
Partnership, et. al.,

Plaintiffs,

-vs-

RICHTRON, a Utah Corporation, and
PAUL H. RICHINS,

Defendants.

ORDER

Civil No. 2-29700

T-329

Defendant Richtron's Motion to Withdraw Admissions, Defendant Allred's Motion for a Summary Judgment and Plaintiff's Motion For an Order to require payment of Letter of Credit came on for hearing before the Hon. Douglas L. Cornaby on the 19th day of April, 1983, plaintiffs being represented by their attorney, Joseph S. Knowlton, the defendants Richtron and Paul H. Richins being represented by their attorney, David E. Leta, the defendant Bank of Utah being represented by their attorney, Paul T. Kunz, and the defendant Allred being represented by their attorney, Jeffrey Jones.

The Counsel present argued to the Motions and Counsel for Richtron and Paul H. Richins provided a memorandum, an earlier memorandum having been submitted by the Counsel for the defendant Allred.

And the Court, being fully advised in the premises, makes the following order:

1. Defendant Richtron's Motion to Withdraw Admissions is granted. The Defendant Richtron is ordered immediately to pay an attorney's fee of \$250.00 to the defendant, Allred, the attorney's fee having been

EX
7-2

incurred because of the failure of the defendant, Richtron, to timely file their answers to Admissions.

2. Defendant Allred's Motion for a Summary Judgment is denied since there are material facts which are disputed.

3. Plaintiff's Motion to require Richtron to pay \$10,431.00 to the Clerk of the Court is granted, said deposit to be made to the Clerk within thirty days from the date of this Order. In the event the payment is made, the Letter of Credit will be released. If the payment is not made, the payment will be required to be made from the Barnes Banking Company, under the terms of the Letter of Credit filed in this case.

4. Defendant Richtron and Paul H. Richtins are ordered to immediately pay \$250.00 attorney's fees to plaintiff's attorney for their failure to comply with the previous Court orders.

DATED this 2 day of ^{May} April, 1983.

By the Court:



JUDGE

MAILING CERTIFICATE

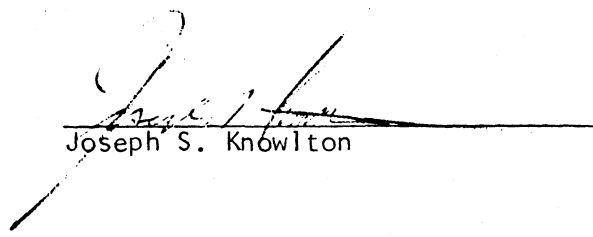
I hereby certify that I mailed a copy of the foregoing Order to the following, postage prepaid, this 20th day of April, 1983.

David E. Leta
Roe & Fowler
340 E. 400 S.
SLC, UT 84111

Paul T. Kunz
Kunz, Kunz, Kunz & Hadley
2605 Washington Blvd.
Ogden, UT 84401

John P. Sampson, Esq. &
George P. Handy, Esq.
2650 Washington Blvd., Suite 102
Ogden, UT 84401

Jeffrey Jones, Esq.
110 Beneficial Life Tower
Salt Lake City, Utah 84111



Joseph S. Knowlton

Tab P

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

JUN 09 1983

YOUNG FARMS, LTD., a Limited
Partnership, et. al.,

Plaintiffs,

-vs-

RICHTRON, a Utah corporation, and
PAUL H. RICHINS,

Defendants.

ORDER

Civil No. 2-29700

The Court, in its previous order, dated the 2 day of May, 1983, provided that the defendant, Richtron, Inc., deposit with the Clerk of the Court the sum of \$10,431.00, which represents the 1980 payment on the Allred contract and further, the above Order provided that in the event the above amount was not deposited into the Court within thirty days from the date of that Order, that the Court would draw on the Barnes Banking Company's Letter of Credit, a copy of which is attached hereto, which was filed with the Court on March 17, 1983.

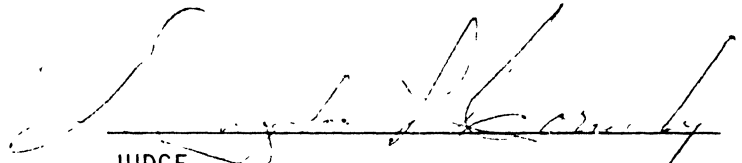
The defendant, Richtron, Inc., has not deposited their \$10,431.00 and, in accordance with the Court's previous Order, the Clerk of the Court is herewith ordered and directed to collect from the Barnes Banking Company the sum of \$10,431.00 (TEN THOUSAND FOUR HUNDRED THIRTY ONE AND NO/100 DOLLARS), in accordance with the terms of their Letter of Credit dated March 15, 1982, to be deposited with the Clerk of the Court and the Clerk to invest the said sum in interest-bearing certificates until the final

EX
P

FILMED

conclusion of this matter.

DATED this 7 day of June, 1983.


JUDGE

MAILING CERTIFICATE


I hereby certify that I have this 8th day of June, 1983, mailed a true and correct copy of the foregoing Order, postage prepaid, to the following:

David E. Leta
Roe & Fowler
340 E. 400 S.
SLC, UT 84111

Paul T. Kunz
Kunz, Kunz, Kunz & Hadley
2605 Washington Blvd.
Ogden, UT 84401

John P. Sampson, Esq. & George P. Handy, Esq.
2650 Washington Blvd., Suite 102
Ogden, UT 84401

Jeffrey J³nes, Esq.
110 Beneficial Life Tower
Salt Lake City, Utah 84111


JOSEPH S. KNOWLTON

Tab Q

GEORGE B. HANDY
Attorney at Law
2650 Washington Blvd., Suite 102
Ogden, Utah 84401
Telephone: (801) 621-4015

IN THE SECOND JUDICIAL DISTRICT OF DAVIS COUNTY, STATE OF UTAH

JOHN P. SAMPSON and JOHN DOES)	
1 X,)	
)	
Plaintiffs,	)	ORDER
)	
vs.	)	Civil No. <u>1-29552</u>
)	
PAUL H. RICHINS, RICHTRON INC.,)	
and RICHTRON FINANCIAL CORP.,)	
)	
Defendants.)	
)	

The motion of defendants for a New Trial, or in the alternative, for an Order Altering or Amending Order Respecting Ownership of Assets having come on for hearing before the above entitled court on the 8th day of June, 1983, for the purpose of an evidentiary hearing; the court having previously granted defendants motion for an evidentiary hearing on the issue as to what assets were sold to plaintiff, Milton R. Goff, Trustee at the Internal Revenue Tax Sale. Plaintiff John P. Sampson and Milton R. Goff, Trustee, being personally present and represented by their counsels of record, George B. Handy, Esq., and John P. Sampson, Esq.; defendants being personally present and represented by their counsel of record, John T. Anderson; the defendants having been given the

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opportunity for a full evidentiary hearing, and all parties having offered evidence, both oral and documentary.

It is the finding of the court, that Milton R. Goff, as Trustee, purchased and was sold by the Internal Revenue Service, as evidenced by the Certificate of Sale of Seized Property, all personal and real property belonging to Richtron Inc., (and Richtron Financial Corp., Richtron General, Frontier Equities, Alter Ego's, Nominees, Agents, or Transferees of Richtron Inc.), which properties include all tangible and intangible properties, all causes of action, counterclaims, right to wind up affairs of the limited partnerships in which Richtron Inc., Richtron General were general partners. Stock of said corporations and all properties of any nature belonging to, or in which said parties had any interest whatsoever, are now the absolute properties of Milton R. Goff, as Trustee in Trust.

IT IS HEREBY ORDERED by way of a declaratory judgment that Milton R. Goff, as Trustee, purchased and was sold by the IRS as evidenced by the Certificate of Sale of Seized Property, all personal and real property belonging to Richtron Inc., (and Richtron Financial Corp., Richtron General, Frontier Equities, Alter Ego's, Nominees, Agents, or Transferee's of Richtron Inc.), which properties include all tangible and intangible properties, all causes of action, counterclaims, right to wind up affairs of the limited partnerships in which Richtron Inc., Richtron General were general partners. Stock of said

GEORGE B. HANDY
LAWYER

2650 Washington Boulevard - Suite 102
Ogden, Utah 84401

Order

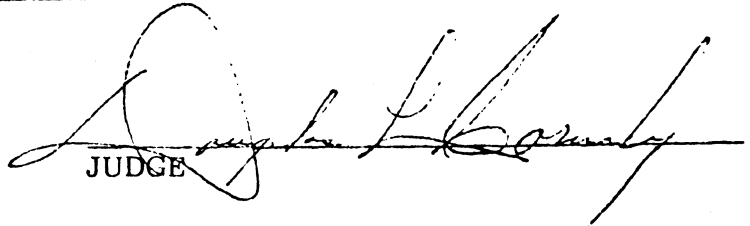
Page: 3

corporations, and all properties of any nature belonging to the
parties had any interest whatsoever, are now the absolute properties of Milton R.
Goff, as Trustee in Trust.

IT IS FURTHER ORDERED that the defendant's motion is denied.

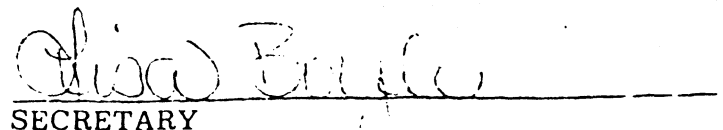
IT IS FURTHER ORDERED that John T. Anderson or any other person as
counsel is not entitled to represent in legal proceedings or otherwise, Richtron
Inc., Richtron Financial Corp., Richtron General, Frontier Equities, Alter Ego's.
Nominees, Agents, or Transferee's of Richtron Inc.

DATED AND SIGNED this 27 day of July, 1983.


JUDGE

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of July, 1983, I mailed a true
and correct copy of the foregoing Order to John T. Anderson, Attorney at Law,
12th Floor, 50 West Broadway, Salt Lake City, Utah 84111, first class mail,
postage prepaid.


SECRETARY

LAWYER
2650 Washington Boulevard - Suite 102
Ogden, Utah 84401

Tab R

David E. Leta
John T. Anderson
Attorneys for Defendants
HANSEN JONES MAYCOCK & LETA
12th Floor, Valley Tower Building
50 West Broadway
Salt Lake City, Utah 84101
(801) 532-7520

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH
OCT 14 AM 9:54
CLERK OF DISTRICT COURT
BY [Signature]
DEPUTY CLERK

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH

—oo0oo—

YOUNG FARMS LIMITED, a Limited
Partnership,

Plaintiff,

v.

RICHTRON, a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY
ALLRED, SARAH ELAINE ALLRED,
his wife, and BANK OF UTAH, a
Utah corporation,

Defendants.

WITHDRAWAL OF COUNSEL

Civil No. 2-9700

—oo0oo—

TO: All parties and their counsel of record.

PLEASE TAKE NOTICE that the David E. Leta and John T. Anderson, Hansen Jones Maycock and Leta, hereby withdraw as counsel for defendants, Richtron, Inc., and Paul H. Richins, effective immediately.

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D

DATED this 12 day of October, 1983.

HANSEN JONES MAYCOCK & LETA



John T. Anderson

David E. Leta

Attorneys for Defendants, Richtron, Inc.
and Paul H. Richins

CERTIFICATE OF MAILING

I hereby certify that on the 12 day of October, 1983, I mailed a copy of the foregoing Withdrawal of Counsel in the United States Mail, postage prepaid, to the following:

Joseph S. Knowlton
845 East 400 South
Salt Lake City, Utah 84102

Jeffrey Jones
1100 Beneficial Life Tower
Salt Lake City, Utah 84111

Paul T. Kunz
2650 Washington Blvd.
Ogden, Utah 84401



Tab S

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1983 OCT -3 AM 10:40

MICHAEL G. ALLEN, CLERK
2ND DISTRICT COURT

BY PAUL
DEPUTY CLERK

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS LIMITED, a Limited Partnership, et al.,

Plaintiffs,

-vs-

RICHTRON, a Utah Corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED,
SARAH ELAINE ALLRED, his wife, and
BANK OF UTAH, a Utah Corporation,

Defendants.

MOTION FOR PARTIAL
SUMMARY JUDGMENT

Civil No. 2-29700

COMES NOW the plaintiffs, by and through their attorney, Joseph S. Knowlton, and move the Court pursuant to Rule 56 of the Utah Rules of Civil Procedure to enter a Partial Summary Judgment in this case in favor of the plaintiffs against the defendant, Richtron, a Utah Corporation and Paul H. Richins, ruling that Richtron and Paul H. Richins have no right, title and interest in any of the properties that are the subject matter of this action, which properties are described in plaintiff's submitted Complaint.


This Motion is brought pursuant to pleadings filed herein together with the Affidavit and documents attached, which documents indicate that there is no material fact in dispute in regard to any claim that defendants Richtron and Paul H. Richins might have in regard to any interest in these properties. This is shown by reason of the documentation attached to the Affidavit which documentation indicates that Milton R. Goff, Trustee, acquired all of the right, title and interest of the defendant Richtron in and to the properties concerned in this action and that the plaintiff has since acquired all of the interest of Milton R. Goff by assignment to these properties.

Ex
C

Further, the plaintiff is desirous of dismissing its action against the defendant Paul H. Richins on the fraud claim so that this matter might be more easily disposed of.

WHEREFORE, plaintiff moves for a Partial Summary Judgment against the defendants Richtron and Paul H. Richins ruling that Richtron and Paul H. Richins have no right, title and interest or claim to the real property that is the subject matter of this suit and further dismissing the action against Paul H. Richins in that there has not been filed a counter claim and the defendants were given ten days to file a counter claim when this matter was previously pre-tried.

DATED this 30th day of September, 1983.



JOSEPH S. KNOWLTON

MAILING CERTIFICATE

I hereby certify that I have this 30th day of September, 1983 mailed a true and correct copy of the foregoing Motion for Partial Summary Judgment postage prepaid to the following:

David E. Leta & John T. Anderson
Hansen Jones Maycock & Leta
12th Floor, Valley Tower
50 West Broadway
Salt Lake City, Utah 84101

Jeffrey Jones
110 Beneficial Life Tower
Salt Lake City, Utah 84111

Paul T. Kunz
2650 Washington Blvd.
Ogden, Utah 84401

George B. Handy
2650 Washington Blvd.
Ogden, Utah 84401

John Sampson
2650 Washington Blvd.
Ogden, Utah 84401



JOSEPH S. KNOWLTON

Tab T

Paul H. Richins
Defendant Pro Se
P. O. Box 695
37 North Main
Farmington, Utah 84025
Telephone: (801) 451-2289

FILED
OCT 31 PM 4:32
CLERK OF DISTRICT COURT
DAVIS COUNTY, UTAH

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS LIMITED,
a Limited Partnership,
et al.,

Plaintiffs,

vs.

RICHTRON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY
ALLRED, SARAH ELAINE ALLRED,
his wife, BANK OF UTAH, a Utah
corporation,

Defendants.

AFFIDAVIT OF PAUL H. RICHINS

Civil No. 29700

STATE OF UTAH)
: ss.
County of Davis)

AFFIANT, PAUL H. RICHINS, being first duly sworn, upon oath, deposes
and says as follows:

1. I am an individual residing at 144 South 350 East, Farmington, Utah
and am President and a Director of Richtron, Inc.

2. On October 31, 1983, I personally examined the Certificate and
complete file maintained by the office of the Davis County Clerk, Farmington,
Utah, for Young Farms, Ltd., a Utah limited partnership.

3. Upon examining said Certificate and file, I did not find any
amendment to the Certificate bearing all signatures of all members of said
Limited Partnership and parties to the Limited Partnership Agreement, nor of
any partners duly authorized and irrevocable attorney-in-fact--Richtron, Inc.

4. Upon examination, however, I did find two significant documents filed by two persons not members of said Limited Partnership nor parties to the Limited Partnership Agreement, both purporting to admit themselves to said Limited Partnership and become a party to said Agreement, as follows:

(a) "Amended Articles, Limited Partnership Agreement of Young Farms, Ltd.," filed July 1, 1981, a copy of which is attached hereto as Exhibit A which was filed by Kenneth Eltinge, aka Tower Real Estate, not a party to the Agreement, a copy of which is attached hereto as Exhibit A; and

(b) "Notice of Substitution of General Partner," filed January 28, 1981, by John P. Sampson, aka John P. Sampson, a Professional Corporation, not a party to the Agreement, a copy of which is attached hereto as Exhibit B.

5. On January 15, 1981, John P. Sampson, Esq., an Ogden attorney at law who had been employed by Richtron, Inc., at least during 1980, in an attorney-client relationship to handle certain legal and business matters on behalf of Richtron, Inc., and Young Farms, Ltd., personally delivered to me a letter dated January 14, 1981, and a notice dated January 13, 1981, copies of which are attached hereto as Exhibits C and D, respectively, wherein Mr. Sampson's professional corporation, the "John P. Sampson, Professional Corporation" claimed to be the successor and substitute general partner of Young Farms, Ltd., by virtue of certain powers of attorney placed in Mr. Sampson's hands.

6. Upon delivery of said Letter and Notice to me, Mr. Sampson declared that the "John P. Sampson, Professional Corporation," was the successor and substitute general partner of Young Farms, Ltd., by virtue of said powers of attorney placed in his hands.

7. Richtron, Inc., was the sole general partner of Young Farms, Ltd., from its formation on November 15, 1974, until I caused Richtron, Inc.'s withdrawal, as evidenced by the "Notice of Withdrawal" dated January 2, 1981, a copy of which is attached hereto as Exhibit E.

8. On January 11, 1982, as President of Richtron, Inc., the sole general partner of Young Farms, Ltd., I caused a "Notice of Dissolution and Discontinuance of Limited Partnerships" dated January 11, 1982, to be filed with the office of the Davis County Clerk, Utah, effecting the dissolution of Young Farms, Ltd., on December 29, 1980, a copy of which is attached hereto as Exhibit F.

9. On May 28, 1982, as President of Richtron, Inc., I caused to be filed with the office of the Davis County Clerk, Utah, a "Cancellation of Certificate of Limited Partnership," dated May 28, 1982, effecting a cancellation of the Certificate, a copy of which is attached hereto as Exhibit G.

10. At no time since the dissolution of Young Farms, Ltd., on December 29, 1980, did Richtron, Inc., as sole and irrevocable attorney in fact for each limited partner to execute amendments on their behalf, ever authorize or give written consent to the limited partners and Kenneth Eltinge or John P. Sampson, to amend the Certificate to admit any person as a successor or assignee general partner to the Partnership.

11. At no time did any limited partner ever request a revocation of the irrevocable power of attorney of Richtron, Inc., to execute, acknowledge, deliver, file and record in the office of the Davis County Clerk all certificates and other instruments which Richtron, Inc., deemed appropriate to qualify or continue Young Farms, Ltd., as a limited partnership, all instruments which Richtron, Inc., deemed appropriate to reflect an amendment to the Certificate, and all other instruments which Richtron, Inc., deemed appropriate to reflect a dissolution and termination of Young Farms, Ltd.

12. At no time has Richtron, Inc., or I ever authorized Young Farms, Ltd., to initiate and prosecute this action.

13. At no time has Richtron, Inc., or I ever authorized Young Farms, Ltd., to enter into any agreement whatsoever with John P. Sampson, Esq., or Milton R. Goff, Trustee in Trust, respecting any assets or liabilities of Richtron, Inc., or Young Farms, Ltd.

14. In my capacity as President of Richtron, Inc., of which I have occupied during all times relevant hereto, I initiate, call and preside at all duly called and authorized shareholder and director meetings. I direct the Secretary of Richtron, Inc., to keep the minutes of all annual and special meetings of shareholders and whatever notices may be sent to shareholders of record entitled to vote at any meeting thereof. I direct said Secretary to keep a record of Richtron, Inc.'s, Articles of Incorporation, By-laws, Corporate Resolutions, shareholder voting lists, certificate transfer ledgers, books of certificate, record dates fixing determination of shareholders entitled to notice of or to vote at meetings of shareholders, times and places of meetings, and other corporate records.

15. I have personally attended each and every duly authorized shareholders meeting of Richtron, Inc., whether annual or special, and know the name of each shareholder of record and the subject matter discussed at each meeting.

16. I have read the alleged "Corporate Resolution" of Richtron, Inc., created and signed under the hand of John P. Sampson and Marilyn E. Brown, a copy of which is attached hereto as Exhibit H, and declare that Richtron, Inc., never authorized the creation or execution of said document by Mr. Sampson and Mrs. Brown.

17. No shareholder or quorum of shareholders holding in the aggregate more than one-tenth of all shares entitled to vote held an alleged special shareholder's meeting on December 28, 1982, at 2650 Washington Blvd., Suite 102, Ogden, Utah.

18. I declare, based on my own knowledge of the corporate records of

Richtron, Inc., examined by me, that the representations made by Mr. Sampson and Mrs. Brown in said alleged "Corporate Resolution" are false, invalid and in total contravention to the terms of the Articles of Incorporation and By-laws of Richtron, Inc., and the Business Corporation Act under Chapter 10 of Title 16, Utah Code Annotated, 1953, as I believe such statutes to recite.

19. I declare that all special shareholders meetings, under the Articles of Incorporation and By-laws of Richtron, Inc., are to be held at 37 North Main, Farmington, Utah, and only after notice thereof is served upon all shareholders of record together with a statement as to the purpose of said meeting.

20. I declare that I am an authorized agent of a shareholder of Richtron, Inc., and that no notice of any special shareholders meeting was served upon me or the principal respecting the alleged shareholders meeting held by Mr. Sampson and Mrs. Brown on December 28, 1982.

21. The alleged special meeting of Shareholders of Richtron, Inc., at the offices of John P. Sampson, Esq., was not proper or duly authorized under the terms of the Articles of Incorporation and By-laws of Richtron, Inc.

22. At no time has Milton R. Goff, Trustee in Trust, attended any annual or special meeting of shareholders of Richtron, Inc., nor has he requested a meeting nor was he a controlling shareholder of record on December 28, 1982.

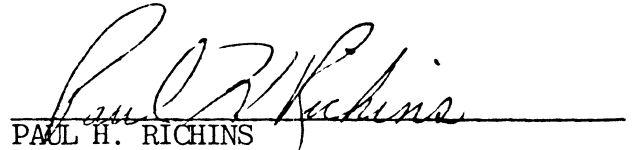
23. Mr. Goff has never notified Richtron, Inc., or any other shareholder of record of any alleged special shareholders meetings of Richtron, Inc., set for December 28, 1982, by Mr. Goff, or notified any other shareholder of record that the purpose of said alleged special shareholders' meeting was to remove, by vote of a shareholders quorum, the present directors and nominate those persons now claiming to act as directors thereof.

24. As a Director and President of Richtron, Inc., I have never authorized John P. Sampson or George B. Handy to appear on behalf of Richtron,

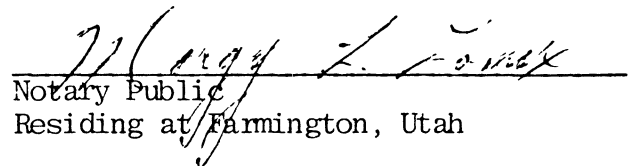
Inc., in this action.

25. Acting on behalf of Richtron, Inc., on July 31, 1981, I prepared a "quit-claim deed", dated July 31, 1981, a copy of which is attached hereto as Exhibit I, wherein Richtron, Inc., deeded all right, title and interest in the described property and recorded the same.

DATED this 31st day of October, 1983.


PAUL H. RICHINS

SUBSCRIBED AND SWORN TO before me this 31st day of October,
1983.


Notary Public
Residing at Farmington, Utah

My Commission Expires:

11/29/83

Young Farms - vs Kichtro

#29700

FILED

JUL 1 1981

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

AMENDED ARTICLES

1983 NOV -1 PM 12:21

LIMITED PARTNERSHIP AGREEMENT

MICHAEL G. ALLEN, CLERK
2ND DISTRICT COURT

OF

YOUNG FARMS, LTD.

RODNEY L. WALKER, Clerk
Davis County, Utah

BY AB
DEPUTY CLERK

This LIMITED PARTNERSHIP AGREEMENT, made as of the 12th day of February, 1981, by and among Tower Real Estate, a Utah corporation (hereinafter referred to as the General Partner), and the parties executing this Agreement as Limited Partners (hereinafter collectively referred to as the Limited Partners), who are listed on Schedule B hereto.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to amend the articles of a Utah limited partnership for the purpose of holding for investment certain undeveloped real property (which property is more fully described in Schedule A and is hereinafter referred to as the "Property").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration the receipt of which is hereby confessed and acknowledged, the parties hereto agree to form a limited partnership pursuant to the Limited Partnership Act of the State of Utah under the following terms and conditions.

ARTICLE I

NAME AND PURPOSE AND TERM

1. The name of this limited partnership (hereinafter referred to as the Partnership), shall be Young Farms, Ltd., and the Partnership's principle office shall be 180 East 2100 South, Suite #101, Salt Lake City, Utah 84115, or such other place in the State of Utah as the General Partner may designate by written notice to the Limited Partners. A Limited Partner may change his address by written notice to the General Partner.

2. The purpose of the Partnership to to hold for investment and otherwise deal with the Property, and the Partnership has the power to engage in any and all acts or activities customary or incident to such purpose, including the borrowing of all funds necessary to carry out the objectives and purposes as set forth herein.

3. The Partnership shall continue until terminated as provided in Article VII. The formation of the Partnership will be accomplished by recording this Certificate of Limited Partnership in the office of the County Clerk, Salt Lake County, Utah.

EXHIBIT A - 7 -

ARTICLE II

CAPITAL CONTRIBUTIONS

(SAME)

ARTICLE III

ALLOCATION OF PROFITS AND LOSSES

1. Any net loss sustained by the Partnership for any fiscal year shall be allocated to the Limited Partners in proportion to their capital accounts.

2. Any net profit realized by the Partnership for any fiscal year shall be allocated in the following manner:

a. The portion of such profit which does not exceed the amount of losses for prior years which have been allocated to the Limited Partners (as reduced by the amount of profits for prior years which have been allocated to the Limited Partners under this subparagraph a) shall be allocated to the Limited Partners in proportion to the amount of such losses which have been charges to them.

b. Profits realized at the final disposition of the property shall be allocated 100% to the Limited Partners in proportion to their capital interests until they have received an annual return of 10% on their invested capital. Thereafter, profits shall be allocated as follows:

(i) 10% to the former General Partner (Richtron) in the event it is finally determined that Richtron shall receive such 10%. Such 10% may be a lesser sum or a negotiated sum.

(ii) Of the 90%, or greater as the case may be, 10% to the General Partner (Tower Real Estate) and the balance to the Limited Partners as set forth in Article IV.

ARTICLE IV

DISTRIBUTIONS

(SAME)

ARTICLE V

RIGHTS AND OBLIGATIONS AND COMPENSATION OF THE GENERAL PARTNER

1. The General Partner shall have full charge of the management, conduct, and operation of the Partnership affairs in all respects and in all matters and shall have the power on behalf of the Partnership to:

a. Deal in any Partnership property whether real estate or personalty, including but not by way of limitation, the right to sell, exchange, trade, deliver, hold, encumber, pledge, release, or convey title to; and to grant options for sale of all or any portion of such property, as part of any loan instrument or not, including any mortgage or leasehold interest or other realty or personalty which may be required by the Partnership; to lease all or any portion of such property without limits as to the terms thereof, whether or not such term (including renewals and extensions thereof) shall extend beyond the date of termination of the Partnership; to borrow money and to make, issue, accept, indorse and execute promissory notes, drafts, bills of exchange and other instruments and evidences of indebtedness, all without limit as to amount, and to pay or repay with respect thereto and to secure the payment thereof by mortgage, deed of trust, pledge or assignment of or security interest in, or option in, all or any part of any property then owned or thereafter acquired by the Partnership, and to repay, refinance, increase, modify, consolidate, or extend any mortgage, loan, deed of trust, or other encumbrance or security device, except as limitation on these powers are elsewhere noted in this Agreement.

b. Employ on behalf of the Partnership persons, firms or corporations (including without limitation accountants, architects, brokers, attorneys, appraisers and surveyors) to render the type of extraordinary services not generally rendered by owners and operators of property.

c. Act for itself or for or with others in its discretion, to advance monies to the Partnership for use by the Partnership in its operation. The aggregate amount of such advances shall become an obligation of the Partnership to the General Partner or other party, and shall be repaid in accordance with the terms of the loan instrument out of the gross receipts of the Partnership, unless otherwise agreed upon, with interest not to exceed 2% above the prime interest rate in effect at the time. Such advances shall not be deemed a capital contribution; any and all unpaid advances, together with accrued and unpaid interest, shall become immediately due and payable upon the sale of the property or the termination and dissolution of the Partnership, unless otherwise agreed upon.

d. Make such elections under the tax laws of the United States, the State of Utah, and other relevant jurisdictions as to the treatment of items of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters, as it believes necessary or desirable.

e. Execute, acknowledge, deliver and/or file any and all instruments to effectuate the foregoing, which instruments shall be executed in the following manner:

Young Farms, Ltd.
(A Limited Partnership)
By Tower Real Estate
General Partner

No person, limited or otherwise, shall be required to inquire into the authority of the General Partner to take any action or make any decision.

2. The General Partner shall make available at all reasonable times its offices, organization and facilities to carry out the purposes of this Partnership and shall devote such part of its time as is reasonably needed to the business of this Partnership and performance of the functions and duties as hereinafter described:

a. The General Partner shall keep the Limited Partners informed of partnership operations through written reports rendered at such intervening periods as the General Partner deems appropriate, but not less than quarterly.

b. The General Partner shall maintain proper, complete, and accurate records pertaining to the Partnership's business and the original or copies of all insurance policies or certificates thereof insuring any Partnership properties or Partnership risks; opinions of counsel and title policies; and the reports of appraisers, surveyors and other consultants acquired by the Partnership in the course of Partnership operations. Such records and documents shall be kept at the principal office of the Partnership and shall be available for inspection during business hours by any Limited Partner or his duly authorized representative.

c. The General Partner shall maintain complete and accurate records and account of all income and expenditures of the Partnership; and, on or before March 15th of each year, the General Partner shall deliver to the Limited Partners a statement prepared or audited by a certified public accountant showing all income and receipts, fees, costs, and expenses and all contributions to and distributions from the Partnership for the previous year, plus all assets and liabilities of the Partnership at the end of the previous year.

d. The General Partner shall procure and maintain with responsible companies such insurance as may be available in such amounts and covering such risks as may be appropriate in the judgment of the General Partner.

e. Commencing in the third year following the formation of the Partnership, and each year thereafter, the General Partner will obtain an independent appraisal of the Partnership's properties and report to each Limited Partner the value of his net share of the Partnership's assets based upon such appraisal.

3. As compensation for managing the business of the Partnership during the first five years of operation, the General Partner shall be entitled to receive a management fee of \$5,000.00 per year. Payment for the first year shall be \$1,000.00 upon the date of this Agreement and the balance during the year as agreed upon. Thereafter, the amount of compensation shall be as agreed upon. The General Partner shall be entitled to current reimbursement out of Partnership assets for all costs and expenses reasonably incurred by it acting in behalf of the Partnership. All legal, accounting and other fees and expenses incurred in connection with the preparation of this Agreement shall be deemed a Partnership expense and shall be paid by the Partnership.

4. The General Partner shall not be liable to the Limited Partners or to the Partnership for any loss resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by reason of the willful misconduct or gross negligence of the General Partner. If the General Partner shall be made, or threatened to be made, a party to any action or proceeding by reason of the fact that it was a general partner of the Partnership, the Partnership shall and hereby agrees to indemnify and hold harmless the General Partner against any and all judgment, liabilities, fines, amounts paid in settlement and reasonable expenses including attorneys' fees actually and necessarily incurred by it as a result of such action or proceeding or any appeal therein if the General Partner acted in good faith for a purpose for which it believed to be in the best interest of the Partnership.

5. The General Partner may at any time withdraw from the Partnership, sell or assign all or any part of its interest as a General Partner to a qualified party, by giving notice to all the Limited Partners, and such action shall be effective upon the receipt by the last Partner of such notice of withdrawal, sale or assignment. Should the General Partner withdraw, any future interest in the Property will be forfeited.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

(SAME)

ARTICLE VIII

TERMINATION OF THE PARTNERSHIP

(SAME)

ARTICLE VIII

MISCELLANEOUS

(SAME)

SCHEDULE "A"

to the

LIMITED PARTNERSHIP AGREEMENT

OF

YOUNG FARMS, LTD.

DESCRIPTION OF THE PROPERTY

(SAME)

SCHEDULE "B"
to the
LIMITED PARTNERSHIP AGREEMENT

CAPITAL CONTRIBUTIONS

Section 1. The initial capital of the Partnership shall be \$75,500.00 and shall be divided into ten (10) Participation Units. Each Participation Unit requires an initial capital contribution of \$7,550.00 and represents a 10% ownership interest in the Partnership's capital. Listed below are the names and addresses of the partners, the amount of each partner's initial capital contribution, and the number of Participation Units and capital interest owner by each partner:

<u>General Partners</u>	<u>Address</u>	<u>Amount of Initial Contribution</u>	<u>Number of Participation Units Owned</u>	<u>Capital Interest</u>
Tower Real Estate	180 East 2100 South, #101 SLC, Utah 84115			

Limited
Partners

(SAME)

Section 2. (SAME)

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinger

By _____

Limited Partner:

James E. Watts

The Foregoing Limited Partner's Name is:

JAMES E. WATTS
(Please Print)

Resident or Business Address:

688 W. RAMSLATE RD.
FARMINGTON, UTAH

Socail Security or Tax Identification
Number is:

529-48-3390

Telephone:

451-7025 972-4000
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mavis Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared JAMES E. WATTS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30th DAY OF June,
1981.

Mavis Eltinge
Notary Public in and for Salt Lake
County, SLC Utah

My Commission expires 11-14-83

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinger

By _____

Limited Partner:

Homer L. Hale

The Foregoing Limited Partner's Name is

Homer L. Hale
(Please Print)

Resident or Business Address:

4520 CROST OAK CIRCLE
S. L. C. UTAH 84117

Social Security or Tax Identification
Number is:

528-20-3352

Telephone:

277-4162 322-2537
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mavis Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared HOMER L. HALE known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF May,
1981.

Mavis Eltinge
Notary Public in and for
County, Salt Lake City

My Commission expires 11-14-83

General Partner:
Tower Real Estate

ATTEST:

By Dan Carr

By Kenneth M. Blinger

Limited Partner:

G. Kenneth Johnson, Jr.

The Foregoing Limited Partner's Name is:

G. KENNETH JOHNSON, JR.
(Please Print)

Resident or Business Address:

4650 HARRISON BLVD
CODEN, UTAH 84403

Social Security or Tax Identification
Number is:

528-44-7698

Telephone:

479-1145
Home

479-4621
Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1951.

Mavis Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Wasatch

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared H. Kenneth Johnson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10 DAY OF April,
1951.

Notary Public in and for _____
County, Wasatch

My Commission expires Nov. 16, 1983

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinge

By _____

Limited Partner:

Philip O. Boyer

The Foregoing Limited Partner's Name is:

PHILIP O. BOYER
(Please Print)

Resident or Business Address:

2618 NOTTINGHAM WAY
SALT LAKE CITY, UTAH 84116

Social Security or Tax Identification
Number is:

522-24 - 4919

Telephone: Area 801

582-2716 322-2537
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mavis Getinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared PHILIP O. BOYER known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF March,
1981.

Mavis Getinge
Notary Public in and for
County, Salt Lake City

My Commission expires 11-14-83

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinger

By _____

Limited Partner:

Kenneth W Jones

The Foregoing Limited Partner's Name is:

KENNETH W. JONES
(Please Print)

Resident or Business Address:

533 - 26th ST. SUITE 101
OGDEN, UTAH.

Social Security or Tax Identification
Number is:

528-26-6603

Telephone:

393-5793 394-3033
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Maris Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared KENNETH W. JONES known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7 DAY OF March,
1981.

Maris Eltinge
Notary Public in and for
County, Salt Lake Utah

My Commission expires 11-14-83

General Partner:
Tower Real Estate

ATTEST:

By Kenneth M. Eltinger

By _____

Limited Partner:

Marie M. Irvine
Marie M. Irvine

The Foregoing Limited Partner's Name is:

Marie M. Irvine
(Please Print)

Resident or Business Address:

5302 Arrowhead Lane
Ogden, Utah

Social Security or Tax Identification
Number is:

529-52-9319

Telephone:

479-6546 479-6546
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mauris Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
COUNTY OF Weber) ss.

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared Marie M. Irvine known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27 DAY OF Feb,
1981.

Shirley R. Varnas
Notary Public in and for
County, Weber

My Commission expires 11/11/83

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinge

By _____

Limited Partner:

Richard L. Stoner

The Foregoing Limited Partner's Name is:

Richard L. Stoner
(Please Print)

Resident or Business Address:

5473 S 850 E

Ogden Utah 84403

Social Security or Tax Identification
Number is:

217-32-6206

Telephone:

479 0053 777 3878
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mario Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF UTAH)
) ss.
COUNTY OF DAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared RICHARD L. STONER known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF February,
1981.

Suzanne Russell
Notary Public in and for Weber
County, State of Utah

My Commission expires 9 June 1984

General partner:
Tower Real Estate

ATTEST:

By Kenneth M. Eltinge

By _____

Limited Partner:

Wm W. Tingey
Sylvia C. Tingey

The Foregoing Limited Partner's Name is:

William W. Tingey
(Please Print)

Sylvia C. Tingey
Resident or Business Address:

269 E. Center St.
Centerville, Utah 84014

Social Security or Tax Identification
Number is:

WWT 529-67-0870

SC T 529-56-6279

Telephone:

295-4497

Home

295-4456

Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mario Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared Wm W Tungey & S C. Tungey known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF February,
1981.

Mario Eltinge
Notary Public in and for Salt Lake
County, SKC Utah

My Commission expires 11-14-83

General Partner:
Tower Real Estate

ATTEST:

By _____

By Kennard M. Eltinge

Limited Partner:

Ralph M. Wright

The Foregoing Limited Partner's Name is

RALPH M. WRIGHT
(Please Print)

Resident or Business Address:

835 E. 700 S.
Boontiful Utah 84010

Social Security or Tax Identification
Number is:

528-34-0296

Telephone:

295-2023
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Marino Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Davis

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared Ralph M. Wright known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF February,
1981.

Jeffrey L. Thompson
Notary Public in and for DAVIS
County,

My Commission expires 7-5-84

General Partner:
Tower Real Estate

ATTEST:

By Kenneth M. Eltinger

By _____

Limited Partner:

Robert C. Newman, MD

The Foregoing Limited Partner's Name is

ROBERT C. NEWMAN, MD
(Please Print)

Resident or Business Address:

4650 Harrison
Ogden, Utah

Social Security or Tax Identification
Number is:

529-50-9490

Telephone:

474-6683 474-4621
Home Office

Sharon D. Pullinger

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mario Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Wasatch

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared Robert C. Newman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 DAY OF February,
1981.

Sharon H. Dallinger
Notary Public in and for Wasatch
County, Ogden Ut

My Commission expires 2-5-82

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinger

By _____

Limited Partner:

BJ Farr

The Foregoing Limited Partner's Name is

BJ Farr

(Please Print)

Resident or Business Address:

4650 Harrison Blvd.

Ogden, Ut

Socail Security or Tax Identification
Number is:

87-0286381

Telephone:

621-5906

Home

479-4621

Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mauro Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF Utah)
) ss.
COUNTY OF Weber

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared BJ Farr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25 DAY OF March,
1981.

BJ Farr
Notary Public in and for _____
County, Weber

My Commission expires Nov 26, 1983

General Partner:
Tower Real Estate

ATTEST:

By Kennard M. Eltinge

By _____

Limited Partner:

Toffie Sawaya

The Foregoing Limited Partner's Name is:

TOFFIE SAWAYA
(Please Print)

Resident or Business Address:

220 Polk Ave
Ogden UT 84404

Social Security or Tax Identification
Number is:

529-09-0104

Telephone:

3931189 3924709
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Maura Eltinge
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF _____)
) ss.
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF March,
1981.

Shirley K. Faah
Notary Public in and for
County, Weber Utah

My Commission expires 6/1/81

General Partner:
Tower Real Estate

ATTEST:

By


James M. Wee

By

Kennard M. Eltinger

Limited Partner:

Virgil R Condon

The Foregoing Limited Partner's Name is:

Virgil R Condon
(Please Print)

Resident or Business Address:

719 Hilltop Rd
Salt Lake City, Ut 84103

Social Security or Tax Identification
Number is:

506-24-6055

Telephone:

363-8465 521-1324
Home Office

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, a Notary Public in and for the County of Salt Lake, on this day personally appeared Kennard M. Eltinge, President of Tower Real Estate, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to be that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company, in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF February,
1981.

Mavis Gelling
Notary Public in and for the County
of Salt Lake, Utah

My Commission expires 11-14-83

THE STATE OF _____)
) ss.
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and state, on this day personally appeared Vinail R Condon known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity herein stated.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF MAY,
1981.

Samuel M. Wee
Notary Public in and for SALT LAKE
County, _____

My Commission expires MARCH 4, 1985

FILED
JAN 8 1981
NOTICE OF SUBSTITUTION OF GENERAL PARTNER

Notice is hereby given that John P. Sampson, a Professional Corporation, is the new substitute general partner of Young Farms, Ltd., effective as of January 13, 1981, and that said substitution is in accordance with the limited partnership agreement and certificate of limited partnership which is on file with the Duchesne County Clerk's Office, Roosevelt, Utah and with the Davis County Clerk's Office, Farmington, Utah, and finally a certified copy of the same with the Weber County Clerk's office, Ogden, Utah.

Dated this 27 day of January, 1981.

JOHN P. SAMPSON, A PROFESSIONAL CORPORATION

By: [Signature]
John P. Sampson, President

STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the 27 day of January, 1981, personally appeared before me John P. Sampson, President of John P. Sampson, a Professional Corporation, who declared to me that he did execute the foregoing notice of substitution of general partner by authority of a corporate resolution of its Board of Director and pursuant to proper authority of the limited partners of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
NOTARY PUBLIC
Residing at Layton, Utah

My Commission Expires: 11/21/84

Ex
"B" -39-

January 14, 1981

Richtron, Inc.
225 South 200 West
Farmington, Utah 84025

Richtron, Inc.,

Demand is hereby made of you to relinquish to me
immediately the entire accounting books of the following:

Blackfoot Farms
Burley Farms
Catlow Valley Farms #1-#7
Kanosh Farms
Moreland Properties
North Bear Lake Farms
North Taber Properties
Pleasant Valley Farms
Randlett Investors Ltd
Richfield Farms
Richtron A-10
Richtron B-10
Shoshone Farms
Snowville Investors
Springfield Properties
Wixom Properties
Young Farms
Last Taber Properties

Your prompt attention will be appreciated.

Very truly yours,


John P. Sampson

MB/hs

EX
"C" -40-

We, the limited partners representing a majority of the limited partners of Young Farms, Ltd. do, pursuant to the partnership agreement, vote, sustain, and ratify John P. Sampson, a Professional Corporation, the successor and substitute general partner of the above partnership. The same is subscribed and acknowledged by our powers of attorney placed in John P. Sampson, copies of which are attached hereto and made a part of this declaration.

Dated this 13 day of January, 1981.

JOHN P. SAMPSON, P. C.

BY [Signature]
President

[Signature]
JOHN P. SAMPSON, Individual

EX
"D" -41-

NOTICE OF WITHDRAWAL

335

Notice is hereby given of the withdrawal of RICHTRON, INC., as General Partner for the Utah limited partnership known as YOUNG FARMS, LTD., effective upon the 29th day of December, 1980, and that such withdrawal is in accordance with the Limited Partnership Agreement of said Partnership on file with the Duchesne County Clerk's Office, Roosevelt, Utah, and the Davis County Clerk's Office, Farmington, Utah.

DATED this 6 day of January, 1981.

RICHTRON, INC.
a Utah corporation

By:

Paul H. Richins
PAUL H. RICHINS, President

STATE OF UTAH)
: ss.
County of Davis)

On this 6 day of January, 1981, personally appeared before me PAUL H. RICHINS, President of Richtron, Inc., who declared to me that he did execute the foregoing Notice of Withdrawal on behalf of Richtron, Inc., by authority of corporate resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Margaret L. Lomax
Notary Public for the State of Utah
Residing at Farmington, Utah

My Commission Expires:

11/29/83

EX
"F" -42-

NOTICE OF DISSOLUTION AND DISCONTINUATION OF

LIMITED PARTNERSHIP

JOHN P. WALKER, Clerk
Davis County, Utah

NOTICE is hereby given that YOUNG FARMS, LTD., a Utah limited partnership, is dissolved effective as of December 29, 1980, the date upon which the General Partner withdrew, and that said dissolution is in accordance with the terms of the Limited Partnership Agreement and Certificate of Limited Partnership which is on file with the Duchesne County Clerk's Office, Duchesne, Utah, and the Davis County Clerk's Office, Farmington, Utah, and in accordance with the provisions of Section 28-2-20, Utah Code Annotated, 1953.

Notice is hereby given that the retiring General Partner, Richtron, Inc., does not consent to a continuance of the business of the Partnership by any party, including, but not limited to, John P. Sampson, a Professional Corporation, Ag Management, Inc., or any other party declaring himself or itself to be the new substitute general partner. *Effective 12/29/80*

Notice is hereby given that the retiring General Partner votes its interest in the Partnership to not amend the Limited Partnership Agreement and/or Certificate in any manner, including any amendment to substitute a new general partner and continue the Partnership's business and votes to liquidate the Partnership. *Effective 12/29/80*

DATED this 11 day of January, 1982.

RICHTRON, INC.

By

Paul H. Richins Pres
PAUL H. RICHINS, President

STATE OF UTAH)
: ss.
County of Davis)

On this 11th day of January, 1982, personally appeared before me PAUL H. RICHINS, President of RICHTRON, INC., retiring General Partner of YOUNG FARMS, LTD., a Utah limited partnership, who declared to me that he did execute the foregoing on behalf of said Corporation by authority of corporate resolution of its Board of Directors.

Margaret L. Lomax
Notary Public
Residing at Farmington, Utah

My Commission Expires:

11/29/83

EX
"E" - 43-

CANCELLATION OF CERTIFICATE OF LIMITED PARTNERSHIP

OF

YOUNG FARMS, LTD.
(a Utah Limited Partnership)

STATE OF UTAH)
: ss.
County of Davis)

WHEREAS, we, the undersigned parties, having formed and conducted the above-referenced Limited Partnership pursuant to the Uniform Partnership Act of the State of Utah (Title 48, Chapter 2, and Chapter 1, where applicable, Utah Code Annotated, 1953, as amended); and

WHEREAS, the undersigned parties, being members of said Limited Partnership, have dissolved the Limited Partnership (subject to liquidation and termination) pursuant to the terms of the Limited Partnership Agreement and Section 48-2-20, U.C.A., 1953, as amended, effective on the date upon which the General Partner, Richtron, Inc., withdrew as the General Partner and became the liquidating partner and member and trustee to wind up the Partnership's business, as provided in Sections 48-2-9, 48-1-30, 48-1-32 and 48-1-34 and any other applicable laws in the State of Utah and any jurisdiction in which the Partnership has conducted and is liquidating business; and

WHEREAS, the parties now desire to cancel the Certificate of Limited Partnership pursuant to the terms of the Certificate and Limited Partnership Agreement and the power of attorney granted therein to the retired general partner, and Sections 48-2-24 and 48-2-25, U.C.A., 1953, as amended, and provide for the continuing liquidation and termination of the Partnership and termination of the Limited Partnership Agreement provided by Utah law.

NOW, THEREFORE, in consideration of the premises, we, the undersigned parties desiring to cancel the Certificate of Limited Partnership and continue liquidation and final termination of the Partnership and the agreement, agree and certify as follows, to-wit:

1. That the Certificate and Limited Partnership is cancelled effective up the date upon which the General Partner withdrew and dissolution became effective
2. That this Cancellation of Certificate of Limited Partnership shall not affect the terms and provisions of the Limited Partnership Agreement and the liquidation and final termination of the Partnership and the Limited Partnership Agreement as expressed by those acts which have been heretofore or which may be hereafter taken by the retired General Partner, as liquidating partner and member and trustee, to wind up, cancel and terminate the Certificate and Partnership as provided by Utah law.

That this Cancellation of the Certificate of Limited Partnership and acts heretofore and hereafter taken to dissolve, liquidate and terminate the Partnership and terminate the Limited Partnership Agreement, by Richtron, Inc., as attorney-in-fact, liquidating partner and member and trustee, are consistent with the power of attorney granted to said attorney-in-fact to act in the Limited Partner's name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices all instruments, including this Cancellation of Certificate of Limited Partnership, which said attorney-in-fact deems appropriate to reflect this Cancellation of the Certificate.

That all lawful acts of the retired General Partner, as attorney-in-fact, after dissolution and during liquidation, whether before or after cancellation of the Certificate, done in compliance with the purposes and terms of the Certificate and Limited Partnership Agreement and applicable statutes, are hereby ratified, affirmed, accepted and consented to by the Limited Partners as if done by each of them personally.

DATED this 28th day of May, 1982, at Farmington, Utah.

EX
"G" - 44-

532
END

YOUNG FARMS, LTD.
a Utah limited partnership

By: Richtron, Inc.
Retired General Partner and
Liquidating Partner

By: Paul H. Richins
PAUL H. RICHINS, President

RICHTRON, INC.
a Utah corporation,

By: Paul H. Richins
PAUL H. RICHINS, President

LIMITED PARTNERS:

By: Richtron, Inc.
a Utah corporation,

By: Paul H. Richins
PAUL H. RICHINS, President, on
behalf of the limited partners,
and each of them, as their true
and lawful attorney-in-fact and
agent.

STATE OF UTAH)
: ss.
County of Davis)

On this 28th day of May, 1982, personally appeared
before me PAUL H. RICHINS, President of Richtron, Inc., a Utah corporation,
who, being by me duly sworn (or affirmed) did say that he is the President and that
he executed the foregoing instrument for and on behalf of said Corporation by
authority of corporate resolution of the Board of Directors; that he executed the
foregoing instrument on behalf of said corporation, as retired general partner and
liquidating partner and member, for and on behalf of YOUNG FARMS, LTD.,
a Utah limited partnership, by authority or corporate resolution of the Board of
Directors of said Corporation; and did say that the Corporation is the irrevocably
constituted and appointed attorney-in-fact and agent of the limited partners, and
each of them, as grantors, with full power and authority in the grantors' names,
places and steads, to execute, acknowledge, deliver, file and record in the appro-
priate public offices the foregoing instrument, and that said instrument was signed
for and on behalf of said grantors by authority, and said Paul H. Richins acknowledged
to me that as President of said Corporation, as attorney-in-fact, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year
first above written.

Margaret L. Long
Notary Public
Residing at Farmington, Utah

My Commission Expires:
11/29/83

CORPORATE RESOLUTION

Pursuant to a waiver of notice, a Special Meeting of the sole shareholder of Richtron, Inc., Richtron Financial Corporation, Richtron General, and Frontier Equities, Inc. was held on December 28, 1982, at 9:00 A.M. at the offices of Attorney John P. Sampson, 2650 Washington Blvd., Suite 102, Ogden, Utah. Pursuant to a Court Order in the form of a Minute Entry entered December 27, 1982, by Judge Douglas Cornaby of the Second Judicial District, sitting in Farmington, Utah, the sole shareholder of the forenamed entities is, by decree, Milton R. Goff, Trustee in Trust.

The purpose for the special combined shareholders meeting was to elect a new Board of Directors of each company.

IT WAS RESOLVED by the sole shareholder of the forenamed companies, Milton R. Goff, Trustee in Trust, that all former directors and officers of the forenamed entities be and are immediately relieved of their duties and all actions henceforth done by said former directors and officers are of no effect and without authority.

IT BEING FURTHER RESOLVED: That the sole shareholder of the forenamed companies by this meeting and this resolution elects John P. Sampson, Keith Blanch and Marilyn E. Brown as the sole Directors of Richtron, Inc., Richtron Financial Corporation, Richtron General, and Frontier Equities, Inc.

There being no further matters of business before the sole Shareholder's Meeting of the forenamed companies a combined Meeting of the new Directors of the forenamed companies was held immediately thereafter at the same location, with Attorney John P.

EX
"H" -42-

Mail To Notice to
Address

Ogden, Utah

Mail To
Address

Ogden, Utah

Quit Claim Deed

of Farmington, Quit Claims to
RICHTRON, INC., a Utah corporation,
County of Davis, State of Utah, hereby

FRONTIER INVESTMENTS, a Utah corporation, GRANTEE,

of Farmington, County of Davis, 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 Duchesne County, State of Utah:

See Exhibit A attached.

Young

WITNESS whereof RICHTRON, INC. has caused
(Corporation name)
the foregoing instrument to be executed in its corporate name and by its President, Attested
by its Secretary under its corporate Seal, pursuant to resolution
by its duly authorized officers this 31st

day of July, A. D. 19 81

Attest:

RICHTRON, INC.

(Corporation name)

Shari Lynn Richins Sec.
(Secretary)

Paul H. Richins Pres.
(President)

State of Utah } ss. On the 31st day of July, 1981, A. D. personally
County of Davis }
appeared before me PAUL H. RICHINS and Shari Lynn Richins who
being by me duly sworn, did say that they are the President and the Secretary
respectively of the RICHTRON, INC., a corporation and
that said instrument was signed in behalf of said corporation by authority of a resolution of its
board of Directors and the said Paul H. Richins and Shari Lynn Richins
acknowledged to me that said corporation executed the same.

Margy L. Lomas
(Notary Public)
Residing at Farmington, Utah
My Commission Expires 11/29/83
(Notary Seal)

Recording Data

Fees \$
Entry No.

Serial No.

Platted	<input type="checkbox"/>	Indexed	<input type="checkbox"/>
Recorded	<input type="checkbox"/>	Abstracted	<input type="checkbox"/>
Compared	<input type="checkbox"/>	Paged	<input type="checkbox"/>

219970

ENTRY NO.

FEE \$ 7.50

DATE 11-18-81 TIME 9:52 AM BOOK A: 86 PAGE 412

RECORDED AT REQUEST OF RICHTRON, INC.

DUCHESNE COUNTY RECORDER

DEPT

(Use black typewriter ribbon only)

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EX
T

EXHIBIT 'A'

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 103 feet; thence West 566.5 feet; thence South 20°00' East 413.57 feet; thence East 480 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North 0° 01' 14" East along the N-S 1/4 Section line from the S 1/4 corner of said Section; thence North 20° 17' 11" West 1,368.45 feet; thence South 89° 53' 37" East 476.04 feet; thence South 0° 01' 14" East 1,282.69 feet to point of beginning. Contains 7.000 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South 20° 18' East 1,157.3 feet; thence North 75° 95' East 642 feet; thence South 20° 35' East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water tilling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.10 feet South 0° 01' 42" East along the N-S 1/4 Section line from the North 1/4 Corner said Section; thence South 20° 23' 54" East 170.281 feet; thence South 88° 01' 09" West 178.197 feet; thence North 0° 01' 42" East 181.285 feet to point of beginning. Contains 0.990 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Uintah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all improvements thereunto, and 592 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

Client's Name: _____

LIMITED PARTNERSHIP AGREEMENT
OF
YOUNG FARMS, LTD.

This LIMITED PARTNERSHIP AGREEMENT, made as of the 15 day of November, 1975, by and among Richtron, a Utah corporation organized by Paul H. Richins (hereinafter referred to as the General Partner), and the parties executing this Agreement as Limited Partners (hereinafter collectively referred to as the Limited Partners), who are listed on Schedule B hereto.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to form a Utah limited partnership for the purposes of acquiring and holding for investment certain undeveloped real property (which property is more fully described in Schedule A and is hereinafter referred to as the "Property").

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration the receipt of which is hereby confessed and acknowledged, the parties hereto agree to form a limited partnership pursuant to the Limited Partnership Act of the State of Utah under the following terms and conditions.

ARTICLE I

NAME AND PURPOSE AND TERM

1. The name of this limited partnership (hereinafter referred to as the Partnership), shall be Young Farms, Ltd., and the Partnership's principle office shall be 2650 Washington Boulevard, Ogden, Utah 84401, or such other place in the State of Utah as the General Partner may designate by written notice to the Limited Partners. A Limited Partner may change his address by written notice to the General Partner.

2. The purpose of the Partnership is to acquire, hold for investment and otherwise deal with the Property, and the Partnership has the power to engage in any and all acts or activities customary or incident to such purpose, including the borrowing of all funds necessary to carry out the objectives and purposes as set forth herein.

3. The Partnership shall commence as of the date of this Agreement and shall continue until terminated as provided in Article VII. The formation of the Partnership will be accomplished by recording this Certificate of Limited Partnership in the office of the County Clerk, Davis County, Utah.

EX
"T" - 49-

ARTICLE VIII

MISCELLANEOUS

1. The fiscal and taxable year of the Partnership shall be the calendar year, and the Partnership's books shall be kept on the cash method.

2. All notices under this Agreement shall be in writing and shall be given to the parties at the addresses herein set forth and to the Partnership at its principle office, or at such other address as any of the parties may hereafter specify in the same manner.

3. Any of the Partners, General or Limited, may engage in or possess an interest in other business ventures of every nature and description independently or with others, including but not limited to the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income of profits derived therefrom. Nothing contained herein shall preclude any Partner from purchasing other real property on his own behalf, including that in the area of the real property constituting the subject matter of this Partnership, without notice to other Partners, without participation by the other Partner, and without liability on the part of such Partner to any other Partners. Each Partner waives any rights he may have against the others from capitalizing on information learned as a consequence of his connection with the affairs of this Partnership.

4. This Agreement shall be binding upon and inure to the benefit of the parties, their respective legal representatives, heirs, successors and assigns.

5. Each party hereto agrees to execute with acknowledgement or affidavit, if required, any and all documents and writing which may be necessary or expedient in the creation of this Partnership and the achievement of its purposes.

6. In the event that the General Partner desires to take any action which is subject to the consent of the Limited Partners, the General Partner shall give each Limited Partner notice of the proposed action, and each Limited Partner shall be deemed to have consented to such action unless the General Partner receives an objection from such Limited Partner within 14 days of the date on which notice was mailed.

7. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever, the validity of the remainder of this Agreement.

8. Schedules A and B attached hereto are hereby incorporated in and made a part of this Agreement.

9. This Agreement may be amended, from time to time, with the written consent of the General Partner and all of the Limited Partners.

10. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

11. Each Limited Partner by the execution of this Agreement or a counterpart of this Agreement does irrevocably constitute and appoint the General Partner his true and lawful attorney and agent, with full power and authority in his name, place and stead, to execute, acknowledge, deliver, file and record in the appropriate public offices (a) all certificates and other instruments (including counterparts of this Agreement) which the General Partner deems appropriate to qualify or continue the Partnership as a limited partnership (or a partnership in which special partners have limited liability) in the jurisdictions in which the Partnership may conduct business; (b) all instruments which the General Partner deems appropriate to reflect a change or modification of the Partnership in accordance with the terms of this Agreement; and (c) all conveyances and other instruments which the General Partner deems appropriate to reflect this dissolution and termination of the Partnership. The Power of Attorney granted herein shall be deemed to be coupled with an interest and shall survive the death or incompetency of a Limited Partner and the assignment by a Limited Partner of his Partnership interest.

IN WITNESS WHEREOF, we, the Partners, have set our hands and seals, as of the date first above written, on the attached duplicate signature pages which follow Schedules A and B attached hereto, and which signature pages are made by reference a part hereof. It is agreed that the executed counterpart of the signature page which may be separated herefrom may be attached to an identical copy of this Agreement, together with the signature page from the counterparts of the Agreement executed by other Limited Partners.

JAMES R. BROWN
JARDINE, LINEBAUGH, BROWN & DUNN
Attorneys for Plaintiffs
370 East South Temple
Suite 401
Salt Lake City, UT 84111
Telephone: (801) 532-7700

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH

BLACKFOOT FARMS, BURLEY FARMS,)
CATLOW VALLEY FARMS #1, CATLOW)
VALLEY FARMS #2, CATLOW VALLEY)
FARMS #3, CATLOW VALLEY FARMS)
#4, CATLOW VALLEY FARMS #5,)
CATLOW VALLEY FARMS #6, CATLOW)
VALLEY FARMS #7, EAST TABER)
PROPERTIES, KANOSH FARMS,)
MORELAND PROPERTIES, NORTH)
BEAR LAKE FARMS, NORTH TABER)
PROPERTIES, PLEASANT VALLEY)
FARMS, RANDLETT INVESTERS,)
LTD., RICFIELD FARMS, RICTRON)
A-10, LTD., RICTRON A-13,)
LTD, RICTRON B-10, LTD.,)
SHOSHONE FARMS, SPRINGFIELD)
PROPERTIES, TABER PROPERTIES,)
WEST TABER PROPERTIES, WIXOM)
PROPERTIES AND YOUNG FARMS,)
LTD, all Utah Limited Part-)
nerships,)

Plaintiff,)

vs.)

RICTRON FINANCIAL, a Utah)
Corporation, RICTRON GENERAL,)
a Utah Corporation, RICTRON,)
INC, a Utah Corporation,)
FRONTIER AMERICAN, a Utah)
Corporation, PAUL H. RICHINS,)
an individual, SHARI L.)
RICHINS, an individual, PAUL)
H. RICHINS DBA RICTRON)
AG-LAND, INDUSTRIES, RICTRON)
GENERAL, a Utah Corporation)
dba RICTRON AG-LAND INDU-)
TRIES, LEO H. RICHINS, an)
individual and MRS. LEO H.)
RICHINS, an individual and)
LEO H. RICHINS and MRS. LEO)
H. RICHINS dba LEO H. RICHINS)
FAMILY TRUST, JOHN DOES 1)
THROUGH 100 AND CORPORATION)
JOHN DOES 1 THROUGH 100)

Defendants.)

COMPLAINT

Civil No. 2-30994

COMES NOW plaintiffs and for their cause of action
against defendants and each of them, complain and allege as
follows:

EX
"X" -52-

David E. Leta
 John T. Anderson
 ROE AND FOWLER
 Attorneys for Defendants
 340 East Fourth South
 Salt Lake City, Utah 84111
 Telephone: (801) 328-9841

NOV 24 1982

IN THE SECOND JUDICIAL DISTRICT COURT
 OF DAVIS COUNTY
 STATE OF UTAH

BLACKFOOT FARMS, etc., et al.,)	
Plaintiff,	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW
vs.)	
PAUL H. RICHINS, RICHTRON, INC.,)		
and RICHTRON FINANCIAL)	
CORPORATION, etc., et al.)	
Defendants.	)	Civil No. 2-30994

Defendants' Motion for Summary Judgment Respecting Defendants' Authority to Liquidate, Wind Up and Terminate the Affairs of the Plaintiff Limited Partnerships, Defendants' Motion to Dismiss for Plaintiffs' Counsel's Failure to Show Proof of Authority, and, Defendants' Motion to Dismiss for Plaintiffs' Failure to Comply with Order Compelling Production of Documents and for Further Sanctions came on regularly for hearing before the Honorable J. Duffy Palmer, Judge presiding, on November 19, 1982, at the hour of 9:00 a.m. Defendants were present and represented by their counsel, John T. Anderson, Roe and Fowler. Plaintiffs were present through their purported agent, John P. Sampson, and were represented by their purported counsel, James R. Brown, Jardine, Linebaugh, Brown and Dunn.

The court having thoroughly read and considered the parties' memoranda and pleadings, together with the complete file in this case, and having heard and considered the respective arguments of counsel concerning the above-described motions, being fully advised in the premises, makes and enters its Findings of Fact and Conclusions of Law as follows:

Ex
 "L" -53-

Findings of Fact

1. Each of the above-named plaintiffs are limited partnerships organized under the laws of the State of Utah in accordance with § 48-2-1, et. seq., Utah Code Annotated, (1953), pursuant to a duly executed and recorded limited partnership agreement.

2. At the time each partnership was formed, and at all times material hereto, each limited partnership was comprised of one general partner, which was either defendant, Richtron General, a Utah corporation, or defendant, Richtron, Inc., a Utah corporation.

3. In accordance with Article II, paragraph 2 of the limited partnership agreements, each limited partner was required to contribute annually, in cash, to the capital of the partnership his pro rata share of the funds necessary to pay annual expenses of the partnership as more fully set forth in Section 2 of Schedule B, which was attached to the partnership agreement. In accordance with Article V, paragraph 3 of the agreement, the general partner was entitled to current reimbursement out of the partnership assets for all costs and expenses reasonably incurred by it in acting on behalf of the partnership, including all legal, accounting and other fees and expenses incurred in connection with the preparation of the partnership agreement and the acquisition of the partnership property.

4. During the year 1980, certain limited partners refused to pay their annual assessments to the general partner, as a result of which many of the properties were placed in jeopardy. Because that failure to pay the required assessments resulted in substantial risk to the general partner of continuing the partnership business without the financial support of the limited partners, the general partner of each partnership withdrew as general partner in

accordance with a written notice prepared pursuant to Article V, Section 5, of the partnership agreement.

5. The notices described in paragraph 4, above, were given to all the limited partners of the respective limited partnerships. Under the terms of the partnership agreements, the withdrawal became effective upon receipt by all limited partners. No objections to the withdrawal and dissolution were ever received by the general partner, and, in accordance with Article VIII, paragraph 6 of the agreements, the limited partners were deemed to have consented to the withdrawal.

6. The defendant general partners, Richtron General and Richtron, Inc., through their agent, defendant Paul H. Richins, provided reasonable advance notice to the limited partners of their intention to withdraw as general partner of the plaintiff limited partnerships and allowed each such limited partner a reasonable opportunity in which to elect a successor general partner thereof.

7. On or about January 27, 1981, (or approximately 30 days after defendants provided formal written notice of their withdrawal as general partner of the plaintiff limited partnerships), John P. Sampson, on behalf of himself as an individual and on behalf of "John P. Sampson, a Professional Corporation", executed several documents entitled "Statement" wherein he attempted to substitute "John P. Sampson, a Professional Corporation," as the general partner of each of the limited partnerships.

8. On or about January 7, 1982, John P. Sampson executed and filed with the Davis County Clerk a document entitled "Notice of Substitution of General Partner," which was recorded on or about June 3, 1982, wherein Sampson attempted to substitute "Ag Management, Inc.," as the substitute general partner of each of the limited partnerships.

9. Neither John P. Sampson, John P. Sampson, a Professional Corporation, nor Ag Management, Inc., have the consent or approval of all members of their respected limited partnerships for their attempt to substitute said persons and/or entities as successor general partner of the plaintiff limited partnerships.

10. Prior to defendants' withdrawal as general partner, there was no election made by a majority of limited partners to remove defendants as general partners and substitute new general partners for the partnerships as required by Article VI, Section 6, of the limited partnership agreements.

11. Prior to defendants' withdrawal as general partner of the plaintiff limited partnerships, the partnership agreement was not amended with the written consent of the general partner (either Richtron, Inc., or Richtron General) and all of the limited partners as required by Article VIII, Section 9 of the agreements.

12. At no time either prior to or subsequent to defendants' withdrawal as general partner of the plaintiff limited partnerships was any amendment to the partnership certificate obtained authorizing the admittance of either John P. Sampson, a Professional Corporation, or Ag Management, Inc., as successor general partners of the plaintiff limited partnerships.

13. Plaintiffs' purported counsel, James R. Brown, Jardine, Linebaugh, Brown and Dunn, has at no time material hereto been retained by the defendant general partners (Richtron, Inc., and Richtron General) to represent the plaintiff limited partnerships in this matter nor has said counsel demonstrated any authority conferring upon him the right to represent the limited partnerships in this matter.

Conclusions Of Law

1. The withdrawal of defendants Richtron General and Richtron, Inc., as sole general partners of each of the plaintiff limited partnerships constituted a dissolution of each such partnership pursuant to § 48-2-20, Utah Code Annotated, (1953 as amended).

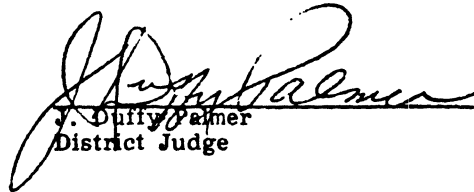
2. Upon the dissolution of each plaintiff limited partnership, defendants, as retired general partners of dissolved limited partnerships, had the sole and exclusive power, right, duty and obligation to wind up, liquidate and terminate the affairs of the plaintiff limited partnerships.

3. Neither John P. Sampson, John P. Sampson, a Professional Corporation, Ag Management, Inc., nor any of their agents, employees, representatives or nominees have, or at any time had, any authority whatsoever to occupy the position of general partner for the purpose of either effecting the dissolution, liquidation and/or termination of the plaintiff limited partnerships, attempting to continue or in fact continue the ordinary business of the plaintiff limited partnerships, or to perform any act of any description under the guise of acting general partner of any of the plaintiff limited partnerships. Said persons and/or entities are without such authority for the reasons that no election for the installing of either entity as successor general partner was made prior to defendants' formal notice of withdrawal and no amendment to the partnership certificate of any of the plaintiff limited partnerships authorizing the admittance of either entity as successor general partners of the plaintiff limited partnerships was at any time effected as required by §§ 48-2-24(d) and 48-2-25 Utah Code Annotated (1953 as amended).

4. Plaintiffs' purported counsel in this matter, James R. Brown, Jardine, Linebaugh, Brown and Dunn, is and at all times material hereto was without any authority whatsoever to file and prosecute the herein action on

behalf of the plaintiff limited partnerships in contravention of defendants' authority as aforesaid.

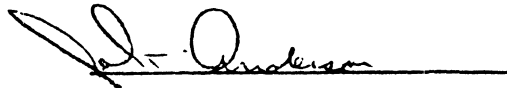
DATED this 24 day of November, 1982.


J. Duffy Palmer
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of November, 1982, I served the foregoing Findings of Fact and Conclusions of Law upon James R. Brown, attorney for plaintiffs, by depositing a copy thereof in the United States mails, postage prepaid, addressed as follows:

James R. Brown, Esq.
JARDINE, LINEBAUGH, BROWN & DUNN
370 East South Temple, #401
Salt Lake City, Utah 84101



David E. Leta
 John T. Anderson
 ROE AND FOWLER
 Attorneys for Defendants
 340 East Fourth South
 Salt Lake City, Utah 84111
 Telephone: (801) 328-9841

NOV 21 1982

IN THE SECOND JUDICIAL DISTRICT COURT
 OF DAVIS COUNTY
 STATE OF UTAH

BLACKFOOT FARMS, etc., et al.,)	
Plaintiff,	)	ORDER RESPECTING SUMMARY
	)	JUDGMENT AND JUDGMENT OF
vs.	)	DISMISSAL WITHOUT
	)	PREJUDICE
PAUL H. RICHINS, RICHTRON, INC.,)		
and RICHTRON FINANCIAL)	
CORPORATION, etc., et al.)	
Defendants.	)	Civil No. 2-30994

Defendants' Motion for Summary Judgment Respecting Defendants' Authority to Liquidate, Wind Up and Terminate the Affairs of the Plaintiff Limited Partnerships, Defendants' Motion to Dismiss for Plaintiffs' Counsel's Failure to Show Proof of Authority, and, Defendants' Motion to Dismiss for Plaintiff's Failure to Comply with Order Compelling Production of Documents and for Further Sanctions came on regularly for hearing before the Honorable J. Duffy Palmer, Judge presiding, on November 19, 1982, at the hour of 9:00 a.m. Defendants were present and were represented by their counsel, John T. Anderson, Roe and Fowler. Plaintiffs were present through their purported agent, John P. Sampson, and were represented by their counsel, James R. Brown, Jardine, Linebaugh, Brown and Dunn. The court having thoroughly read and considered the parties' memoranda and pleadings, together with the complete file in this case, and having heard and considered the respective arguments of counsel with respect to the above-described motions, being fully advised in the premises, having made and entered its Findings and Fact and Conclusions of Law and good cause appearing therefor, it is hereby

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ORDERED, ADJUDGED AND DECREED as follows:

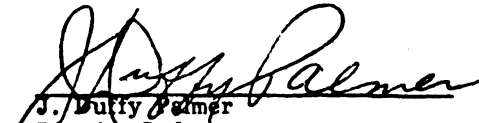
1. That defendants' Motion for Summary Judgment Respecting Defendants' Authority to Liquidate, Wind Up and Terminate the Affairs of the Plaintiff Limited Partnerships be, and the same hereby is, granted for the reason that defendants have established that there is no genuine issue as to any material fact respecting defendants' right and authority, as retired general partners of the dissolved plaintiff limited partnerships, to liquidate, wind up and terminate the affairs of said partnerships in accordance with Utah law. Defendants, Richtron, Inc., and Richtron General, through their agent, defendant, Paul H. Richins, are accordingly entitled to perform any and all acts reasonably required to effect said dissolution, liquidation and termination, including but not limited to, taking possession and control of all monies heretofore paid on account of the plaintiff limited partnerships, wherever located, or earned and to be earned from, the development, management or liquidation of the partnership properties, including all monies now or hereafter on deposit with the Clerk of the Court.

2. That defendants' Motion to Dismiss for Plaintiffs' Counsel's Failure to Show Proof of Authority be and the same hereby is granted for the reason that said relief is a necessary conclusion of this court's determination that defendants, Richtron, Inc., and Richtron General, are the sole and exclusive liquidating general partners of the plaintiff limited partnerships and therefore have the sole and exclusive authority to maintain actions for and on behalf of the plaintiff limited partnerships, including the commencement of the herein action.

3. That defendants' Motion to Dismiss for Plaintiffs' Failure to Comply with Order Compelling Production of Documents and for Further Sanctions shall be reserved for determination by the court on December 16, 1982. Plaintiffs, John P. Sampson and plaintiffs' purported counsel, James R.

Brown, are directed to cooperate fully with defendants and defendants' counsel and to make any and all reasonable efforts to identify what documents have heretofore been supplied, what documents have heretofore not been supplied and what documents, if any, are deemed to be privileged or otherwise not discoverable, which issue shall, in the absence of prior agreement of the parties on or before December 16, 1982, be resolved by the court.

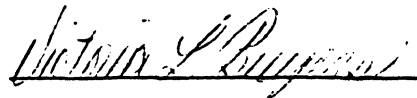
DATED this 24 day of November, 1982.


J. Duffy Palmer
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of November, 1982, I served the foregoing Order upon James R. Brown, attorney for plaintiffs, by depositing a copy thereof in the United States mails, postage prepaid, addressed as follows:

James R. Brown, Esq.
JARDINE, LINEBAUGH, BROWN & DUNN
370 East South Temple, #401
Salt Lake City, Utah 84111



Tab U

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NOV 9 1983

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

MICHAEL G. ALLPHIN, Clerk
Davis County, Utah

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED, a Limited
Partnership, et al.,

Plaintiffs,

-vs-

RICHTRON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED,
SARAH ELAINE ALLRED, his wife, and
BANK OF UTAH, a Utah corporation,

Defendants.

PARTIAL SUMMARY JUDGMENT

Civil No. 29700

T-338

THIS MATTER came on regularly for hearing before the Honorable Douglas L. Cornaby, the plaintiffs appearing by and through their attorney, Joseph S. Knowlton, and the defendant Paul H. Richins being represented by himself, defendant Bank of Utah being represented by Paul Kunz, and the defendant Richtron, Inc. being represented by George Handy, and after argument of counsel and Mr. Richins and review of the file, and good cause appearing, therefore,

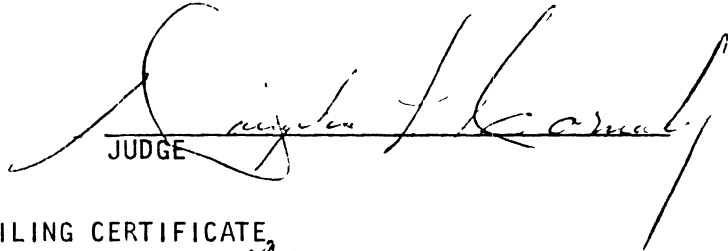
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Amended Complaint against the defendant, Paul H. Richins, is hereby dismissed without prejudice. Further, it appearing that there was no counsel present with any objection to the Motion for Partial Summary Judgment against the defendant, Richtron, Inc., and that the documents on file herein indicate that there are no material facts in dispute in regard to any claim that defendant, Richtron, Inc., might have in regard to the interests in the properties that are the subject of this action, it is herewith determined that Richtron, Inc. has no right, title or

EX

interest or claim to or in the real property which is the subject matter of this suit, described on the attached Exhibit 'A', and the defendant, Richtron, Inc., is herewith dismissed out of this case.

DATED this 2 day of November, 1983.

By the Court:


JUDGE

MAILING CERTIFICATE

I hereby certify that I have this 4th day of November, 1983, mailed a true and correct copy of the foregoing Partial Summary Judgment, postage prepaid, to the following:

David E. Leta & John T. Anderson
Hansen Jones Maycock & Leta
12th Floor, Valley Tower
50 West Broadway
Salt Lake City, Utah 84101

Jeffrey Jones
110 Beneficial Life Tower
Salt Lake City, Utah 84111

Paul T. Kunz
2650 Washington Blvd.
Ogden, Utah 84401

George B. Handy
2650 Washington Blvd.
Ogden, Utah 84401

John Sampson
2650 Washington Blvd.
Ogden, Utah 84401

Paul H. Richins
37 N. Main
Farmington, Utah 84025


JOSEPH S. KNOWLTON

EXHIBIT "A"

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 403 feet; thence West 566.5 feet; thence South $20^{\circ}00'$ East 413.57 feet; thence East 180 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North $0^{\circ}04'14''$ East along the N-S $1/4$ Section line from the S $1/4$ corner of said Section; thence North $20^{\circ}17'11''$ West 1,368.45 feet; thence South $89^{\circ}53'37''$ East 476.04 feet; thence South $0^{\circ}01'14''$ East 1,282.69 feet to point of beginning. Contains 7.009 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South $20^{\circ}18'$ East 1,157.3 feet; thence North $75^{\circ}05'$ East 642 feet; thence South $20^{\circ}35'$ East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water filling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.40 feet South $0^{\circ}01'42''$ West along the N-S $1/4$ Section line from the North $1/4$ Corner said Section; thence South $20^{\circ}23'54''$ East 510.284 feet; thence South $88^{\circ}04'09''$ West 178.197 feet; thence North $0^{\circ}01'42''$ East 484.285 feet to point of beginning. Contains 0.090 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Uintah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all improvements thereunto, and 392 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

Tab V

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Paul H. Richins
President and Registered Agent
Richtron, Inc., Pro Se
Defendant and Counterclaimant
37 North Main, Box 695
Farmington, Utah 84025
Telephone: (801) 451-2289

FILED IN CLERK'S OFFICE
DAVIS COUNTY COURT

1983 DEC -1 PM 4: 55

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2ND DISTRICT COURT

AB

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED,)
a Limited Partnership,)
et al.,)

Plaintiffs,)

vs.)

NOTICE OF APPEAL

Civil No. 29700

30.00 pd.

RICHTRON, INC., a Utah corporation,))
PAUL H. RICHINS, ARAL WESLEY)
ALLRED, SARAH ELAINE ALLRED,)
his wife, BANK OF UTAH, a Utah)
corporation,)

Defendants.)

NOTICE IS HEREBY GIVEN that this Defendant and Counterclaimant, Richtron, Inc., appearing pro se through its President and Registered Agent, Paul H. Richins, pro se, hereby appeals to the Supreme Court of the State of Utah from the "Partial Summary Judgment" dated and entered in the above-entitled action on November 9, 1983, and from the whole thereof.

FURTHER NOTICE IS GIVEN that Paul H. Richins, President and Registered Agent of Richtron, Inc., is appearing pro se on behalf of Defendant and Counterclaimant, Richtron, Inc., due to an "Order," dated July 21, 1983, and entered July 22, 1983, in the same above-entitled Court by the same District Court Judge, Douglas L. Cornaby, which denies Richtron, Inc., the constitutional right to employ counsel to represent it in this legal proceeding. Said Order has been appealed to the Supreme Court to the State of Utah (Supreme Court #19405). A


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copy of said Order is attached to this Notice of Appeal and incorporated by this reference. Said Order states, in part, as follows:

"IT IS FURTHER ORDERED that John T. Anderson or any other person as counsel is not entitled to represent in legal proceedings or otherwise, Richtron, Inc...." (Underlining and emphasis added.)

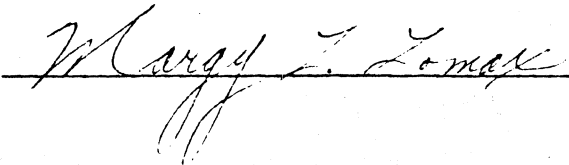
Said Order denying Defendant and Counterclaimant, Richtron, Inc., its constitutional right to employ counsel to represent it in this legal proceeding necessitates the appearance of its President and Registered Agent, Paul H. Richins pending resolution of the Supreme Court of the State of Utah respecting the District Court's authority to enter the same.

DATED this 1st day of December, 1983.


PAUL H. RICHINS, Pro Se, President
and Registered Agent of Richtron, Inc.
Defendant and Counterclaimant

CERTIFICATE OF MAILING

I hereby certify that I mailed a copy of the foregoing "Notice of Appeal" to: JOSEPH S. KNOWLTON, ESQ., 845 East 400 South, Salt Lake City, Utah 84102; JEFFREY JONES, ESQ., 1100 Beneficial Life Tower, Salt Lake City, Utah 84101; PAUL T. KUNZ, 2605 Washington Blvd., Ogden, Utah 84401, postage prepaid, this 1st day of December, 1983.



GEORGE B. HANDY
Attorney at Law
2650 Washington Blvd., Suite 102
Ogden, Utah 84401
Telephone: (801) 621-4015

IN THE SECOND JUDICIAL DISTRICT OF DAVIS COUNTY, STATE OF UTAH

JOHN P. SAMPSON and JOHN DOES
1-X,

Plaintiffs,

vs.

PAUL H. RICHINS, RICHTRON INC.,
and RICHTRON FINANCIAL CORP.,

Defendants.

ORDER

Civil No. 1-29552

The motion of defendants for a New Trial, or in the alternative, for an Order Altering or Amending Order Respecting Ownership of Assets having come on for hearing before the above entitled court on the 8th day of June, 1983, for the purpose of an evidentiary hearing; the court having previously granted defendants motion for an evidentiary hearing on the issue as to what assets were sold to plaintiff, Milton R. Goff, Trustee at the Internal Revenue Tax Sale. Plaintiff John P. Sampson and Milton R. Goff, Trustee, being personally present and represented by their counsels of record, George B. Handy, Esq., and John P. Sampson, Esq.; defendants being personally present and represented by their counsel of record, John T. Anderson; the defendants having been given the

GEORGE B. HANDY
LAWYER
2650 Washington Boulevard - Suite 102
Ogden, Utah 84401

opportunity for a full evidentiary hearing, and all parties having offered evidence, both oral and documentary.

It is the finding of the court, that Milton R. Goff, as Trustee, purchased and was sold by the Internal Revenue Service, as evidenced by the Certificate of Sale of Seized Property, all personal and real property belonging to Richtron Inc., (and Richtron Financial Corp., Richtron General, Frontier Equities, Alter Ego's, Nominees, Agents, or Transferees of Richtron Inc.), which properties include all tangible and intangible properties, all causes of action, counterclaims, right to wind up affairs of the limited partnerships in which Richtron Inc., Richtron General were general partners. Stock of said corporations and all properties of any nature belonging to, or in which said parties had any interest whatsoever, are now the absolute properties of Milton R. Goff, as Trustee in Trust.

IT IS HEREBY ORDERED by way of a declaratory judgment that Milton R. Goff, as Trustee, purchased and was sold by the IRS as evidenced by the Certificate of Sale of Seized Property, all personal and real property belonging to Richtron Inc., (and Richtron Financial Corp., Richtron General, Frontier, Equities, Alter Ego's, Nominees, Agents, or Transferee's of Richtron Inc.), which properties include all tangible and intangible properties, all causes of action, counterclaims, right to wind up affairs of the limited partnerships in which Richtron Inc., Richtron General were general partners. Stock of said

GEORGE B. HANDY
LAWYER

2650 Washington Boulevard - Suite 102
Ogden, Utah 84401

Order

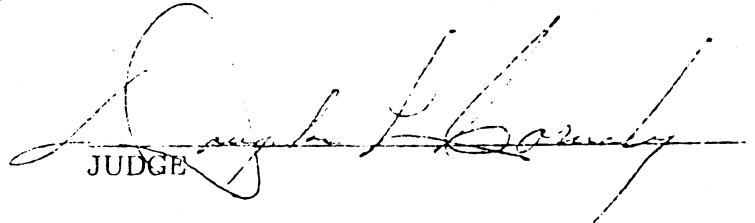
Page: 3

corporations, and all properties of any nature before the court, and all parties had any interest whatsoever, are now the absolute property of Mr. Goff, as Trustee in Trust.

IT IS FURTHER ORDERED that the defendant's motion is denied.

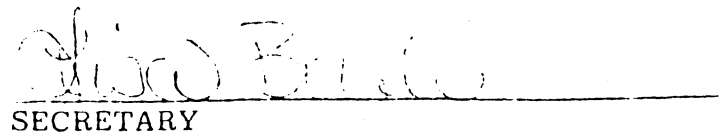
IT IS FURTHER ORDERED that John T. Anderson or any other person as counsel is not entitled to represent in legal proceedings or otherwise, Richtron Inc., Richtron Financial Corp., Richtron General, Frontier Equities, Alter Ego's, Nominees, Agents, or Transferee's of Richtron Inc.

DATED AND SIGNED this 27 day of July, 1983.


JUDGE

CERTIFICATE OF MAILING

I hereby certify that on the 19th day of July, 1983, I mailed a true and correct copy of the foregoing Order to John T. Anderson, Attorney at Law, 12th Floor, 50 West Broadway, Salt Lake City, Utah 84111, first class mail, postage prepaid.


SECRETARY

GEORGE B. HANDY
LAWYER
2650 Washington Boulevard - Suite 102
Ogden, Utah 84401

Paul H. Richins
Defendant Pro Se
P. O. Box 695
37 North Main
Farmington, Utah 84025
Telephone: (801) 451-2289

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1983 DEC -1 PM 4:55

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DAVIS COUNTY, UTAH

Allyn Brown

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED
a Limited Partnership,
et al.,

Plaintiffs,

vs.

RICHTON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY
ALLRED, SARACH ELAINE ALLRED,
his wife, BANK OF UTAH, a Utah
corporation,

Defendants.

NOTICE OF APPEAL

Civil No. 29700

NOTICE IS HEREBY GIVEN that this Defendant and Counterclaimant, Paul H. Richins, hereby appeals to the Supreme Court of the State of Utah from that certain "Partial Summary Judgment", dated and entered in the above-entitled action on November 9, 1983, and from the whole thereof.

DATED this 1st day of December, 1983.

Paul H. Richins
PAUL H. RICHINS, Defendant and Counter-
claimant, pro se

CERTIFICATE OF MAILING

EX
11-2

I hereby certify that I mailed a true and correct copy of the foregoing "Notice of Appeal" to: JOSEPH S. KNOWLTON, ESQ., 845 East 400 South, Salt Lake City, Utah 84102; JEFFREY JONES, ESQ., 1100 Beneficial Life Tower, Salt Lake City, Utah 84101; PAUL T. KUNZ, 2605 Washington Blvd., Ogden, Utah 84401, postage prepaid, this 1st day of December, 1983.

Margy L. Jones

Tab W

FILED

December 7, 1983

DEC 7 1983

Honorable J. Duffy Palmer
District Court Judge
Department 2
Farmington Courthouse
Farmington, Utah 84025

THOMAS G. ALLEPHIN, Clerk
Davis County, Utah

Re: Young Farms, Ltd., et al., Plaintiffs, vs. Richtron, Inc., Paul H. Richins, et al., Defendants (Civil #29700).

Dear Judge Palmer:

On or about March 10, 1981, the Plaintiffs in the above-referenced action filed a Complaint against Richtron, Inc., and Paul H. Richins. On or about February 10, 1982, you entered an order requiring Richtron, Inc., and Paul H. Richins to deposit \$10,431.00 into the Clerk's trust account pending resolution of certain claims and counterclaims.

On or about March 17, 1982, I obtained from the Barnes Banking Company a Letter of Credit payable to you and the Second Judicial District Court for \$10,431.00 in an attempt to meet the requirements of your order to deposit the money. On December 13, 1982, you ordered that the Letter of Credit was not sufficient in that it appeared to be revocable and did not provide for interim interest. No change in the Letter of Credit was ever made.

On April 22, 1983, Judge Cornaby entered an order requiring Richtron, Inc., and Paul H. Richins to deposit \$10,431.00 into the Court within 30 days. We were unable to make the cash deposit as ordered. On May 26, 1983, John P. Sampson, acting as President of Richtron, Inc., filed a Voluntary Petition for Relief in the Bankruptcy Court. A Notice of the petition was filed in this case.

Notwithstanding the automatic stay order in the bankruptcy court, on June 9, 1983, Judge Cornaby ordered Barnes Banking Company to pay to the Clerk the \$10,431.00 "until the final conclusion of this matter."

On November 9, 1983, Judge Cornaby entered a "Partial Summary Judgment," a copy of which is attached, dismissing the Complaint against Richtron, Inc., and Paul H. Richins.

In other cases in the Davis County Court, I have not been able lately to get on the calendar certain Motions for one reason or another. I suspect a motion for an order releasing the \$10,431.00 payment into court in view of the dismissal of this case would not be calendared either. And if the trend continues, I do not anticipate an order releasing the money for a long time to come. My parents put up the \$10,431.00 through a loan at the Davis County Bank. Furthermore, John P. Sampson, Esq., claims to own all corporate stock and all causes of action of

Ex

Honorable J. Duffy Palmer
December 7, 1983
Page 2

Richtron, Inc., and I am fearful more of my parents money will be lost in this fiasco. Therefore, if there is anything you can do, in that you are the Judge who initially required the \$10,431.00 payment to be made into Court pending resolution of the matter, we would very much appreciate it. With all due respect to Judge Cornaby whom I respect and admire, I simply want to get this money released as quickly and as easily as possible without antagonizing anyone further.

Very truly yours,

A handwritten signature in cursive script that reads "Paul H. Richins". The signature is fluid and written in dark ink.

Paul H. Richins

Tab X

In the District Court of the Second Judicial District

IN AND FOR THE

County of Davis, State of Utah

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DAVIS COUNTY, UTAH

1983 DEC 13 AM 8

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CLERK'S OFFICE
DAVIS COUNTY, UTAH

EX-108

YOUNG FARMS,

Plaintiff,

vs.

RICHTRON,

Defendant.

RULING ON PAUL RICHINS

REQUEST FOR REFUND

Civil No. 29700

This court received a letter from Paul H. Richins and directed to J. Duffy Palmer, dated December 7, 1983. Judge Palmer forwarded the letter to the court since Mr. Richins was asking for some formal action in the case. Mr. Richins has asked the court to release the \$10,431 to him.

On November 9, 1983, the court granted a partial summary judgment to the plaintiffs. On December 1, 1983, the defendant, Paul H. Richins, filed a notice of appeal wherein he is appealing the partial summary judgment and other matters. The reason the court required a deposit of \$10,431 was because the defendants claimed they were ready and willing to comply with the defaulted amount at any time. The plaintiff, in effect, claimed the defendants would not be prepared to pay the amount to bring the contract current even if the court rules in favor of the defendants. If the defendants dismiss the appeal then it would appear proper to return the \$10,431 to Leo Richins. As long as the appeal remains in process, the amount should remain with the clerk of the court.

The defendant's request to return the \$10,431 deposit is denied.

Dated December 8, 1983.

BY THE COURT:

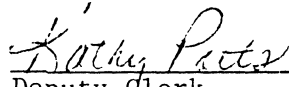

JUDGE

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Certificate of Mailing:

This is to certify that the undersigned mailed a true and correct copy of the foregoing Ruling to J. Duffy Palmer, Courthouse, Farmington, Utah; George B. Handy, 2650 Washington Blvd., Suite 102, Ogden, Utah 84401; Joseph S. Knowlton, 845 East 400 South, Salt Lake City, Utah 84102; Jeffrey Jones, 1100 Beneficial Life Tower, Salt Lake City, Utah 84101; Paul T. Kunz, 2605 Washington Blvd., Ogden, Utah 84401 and Paul H. Richins, P. O. Box 695, Farmington, Utah 84025 on December 9, 1983.


Deputy Clerk

Tab Y

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED JUN -8 AM 9:00

IN THE DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS,

)

Plaintiff,s

)

ORDER

-vs-

)

RICHTRON,

)

Defendant.

)

Civil No. 29700

THIS MATTER came on for hearing before the Hon. Douglas L. Cornaby on January 3, 1984 on or about 10:00 A.M. on plaintiff's Motion to amend ruling on Paul H. Richins request for refund. The plaintiffs appearing by and through their counsel, Joseph S. Knowlton, and the defendant, Paul H. Richins, appearing pro se and the defendant, Bank of Utah, appearing by and through their counsel Paul T. Kunz, and after hearing arguments from plaintiff's counsel and Paul H. Richins and being fully advised in the premises, the Court reaffirms its ruling on December 8, 1983, as follows:

"This court received a letter from Paul H. Richins and directed to J. Duffy Palmer, dated December 7, 1983. Judge Palmer forwarded the letter to the court since Mr. Richins was asking for some formal action in the case. Mr. Richins has asked the court to release the \$10,431 to him.

On November 9, 1983, the court granted a partial summary judgment to the plaintiffs. On December 1, 1983, the defendant, Paul H. Richins, filed a notice of appeal wherein he is appealing the partial summary judgment and other matters. The reason the court required a deposit of \$10,431 was because the defendants claimed they were ready and willing to comply with the defaulted amount at any time. The plaintiff, in effect,

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✓

claimed the defendants would not be prepared to pay the amount to bring the contract current even if the court rules in favor of the defendants. If the defendants dismiss the appeal then it would appear proper to return the \$10,431 to Leo Richins. As long as the appeal remains in process, the amount should remain with the clerk of the court.

The defendant's request to return the \$10,431 deposit is denied."

DATED this 22 day of January, 1984.

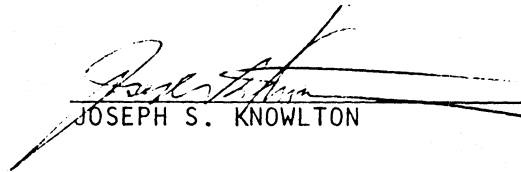
BY THE COURT:



JUDGE

MAILING CERTIFICATE

I hereby certify that I have mailed a true and correct copy of the foregoing Order, postage prepaid, to George B. Handy, 2650 Washington Blvd., Suite 120, Ogden, Utah 84401; Jeffrey Jones, 1100 Beneficial Life Tower, Salt Lake City, Utah 84101; Paul T. Kunz, 2605 Washington Blvd., Ogden, Utah 84401 and Paul H. Richins, P. O. Box 695, Farmington, Utah 84025, this 27 day of January, 1984.



JOSEPH S. KNOWLTON

Tab Z

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED
FEB -1 PM 4:10
CLERK OF DISTRICT COURT
SALT LAKE CITY, UTAH

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED,)
a Limited Partnership, et al.,)

Plaintiffs,)

-vs-)

RICHTRON, INC., a Utah corporation)
PAUL H. RICHINS, ARAL WESLEY ALLRED,)
SARAH ELAINE ALLRED, his wife, BANK)
OF UTAH, a Utah corporation,)

Defendants.)

FINDINGS OF FACT AND RULING

Civil No. 29700

THIS MATTER came on regularly for hearing before the Hon. Douglas L. Cornaby on the 12th day of January, 1984 on plaintiff's motion for evidenciary hearing, Joseph S. Knowlton representing the plaintiffs and Paul T. Kunz representing the defendant, Bank of Utah.

Plaintiffs presented evidence in the form of testimony from Paul H. Richins, Leo Richins and Lucille L. Richins.

The Court being fully advised in the premises makes the following findings of fact and ruling:

FINDINGS OF FACT

1. Plaintiffs paid their 1980 payment to Richtron, Inc. on their contract with Richtron, Inc.
2. Richtron made its 1980 payment to the defendant, Allreds, on the 20th of February, 1981 in the amount of \$10,431.00.
3. The Allreds refused the payment and sent it back.

EX
7

4. Mr. Paul Richins, on behalf of Richtron, sent a letter to the bank requesting that the \$10,431.00, representing the 1980 payment on Richtron's contract to the Allreds, be returned to him or returned to the defendant, Richtron. The letter is plaintiff's Exhibit F and plaintiff's Exhibit G is a copy of the check from the Bank of Utah where they, in fact, returned the \$10,431.00 to Richtron, Inc., which payment represented the 1980 payment on the Richtron contract to Allreds.

5. Leo and Lucille Richins loaned to Paul Richins or Richtron, either one or both, \$9,310.33 in order to make it possible for them to make the initial payment to the Bank, which payment was made on February 20, 1981.

6. Richtron, Inc. and Frontier Investment received the \$10,431.00 from the bank and spent the money.

7. This Court previously ruled in another case that Milton Goff, as Trustee for Others, acquired all of the interest of Richtron, Inc., Frontier Equity and others in an IRS sale. From the day of that ruling, this Court has considered Richtron, Inc. as being owned by Milton Goff and those associated with him.

8. Judge J. Duffy Palmer, sitting in this case before it came to this Court, directed that the defendants put the \$10,431.00 back into the Court, representing the 1980 payment.

9. The defendants, instead of submitting cash, submitted a Letter of Credit from the Barnes Banking Co., to be drawn on the account of Leo Richins in the amount of \$10,431.00.

10. Plaintiff's attorney requested that cash be put in the Court so that it could draw interest, recognizing that the Letter of Credit did not draw interest.

11. The Court ordered that the defendants either give the Court a Letter of Credit that included interest or pay the cash in the Court.

12. The Court finally ordered the Letter of Credit to be drawn upon and turned into cash and deposited in the Court so that it would draw interest.

13. The \$10,431.00, represented by the Letter of Credit, was submitted at the request of Leo and Lucille Richins on what they considered a personal Letter of Credit for Paul Richins and not a loan to Richtron or Frontier Equities or any other corporation.

14. Leo and Lucille Richins received no consideration for the Letter of Credit. They instructed the Bank to issue the Letter of Credit because they trusted their son, Paul, and because he had requested them to do it and they had love for their son, Paul, and for that reason decided to do it.

15. Mr. Leo Richins never expected the Letter of Credit to be drawn upon although that is the purpose of Letters of Credit.

16. The Letter of Credit doesn't have any conditions attached to it and is listed as an Irrevocable Letter of Credit.

17. The \$10,431.00 represented by the Letter of Credit was to be paid into this Court and it was paid, representing the November, 1980 payment to the Allreds.

RULING

1. It is hereby determined that the \$10,431.00 represented by the Letter of Credit and any interest drawn on that amount by the Clerk of the Court is owned by Leo Richins and Lucille Richins.

2. The \$10,431.00 is not owned by the defendant, Paul Richins. Richtron, Inc. owes the \$10,431.00 represented by the Letter of Credit since Richtron received the \$10,431.00 from the Bank.

3. It appears to the Court that the Letter of Credit was being paid as a loan and the Court isn't sure even if it is a loan. The Letter of Credit was there to be drawn as if it were a loan, if it were ever received by the Court.

4. The plaintiffs made a settlement of some nature with Milton Goff, Trustee, and acquired the interest of Richtron, Inc. in the Freston and Allred properties. Paul Richins was dismissed from the lawsuit.

5. The Court rules that the Letter of Credit for \$10,431.00, plus the interest, should go back to the same source from which it came, which was Leo Richins.

6. The \$10,431.00 is not to be removed from the custody of the Clerk of the Court until the plaintiffs have an opportunity for a final

determination of this Ruling by the appellate process providing they perfect their rights to appeal pending the completion of the lawsuit and any appeal taken therefrom.

DATED this _____ day of _____, 1984.

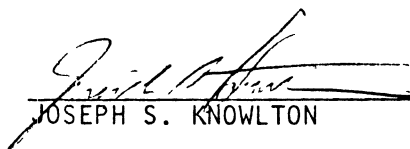
By the Court:



JUDGE

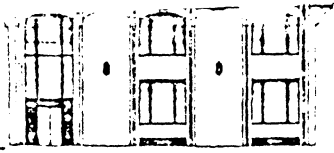
MAILING CERTIFICATE

I hereby certify that I have mailed a true and correct copy of the foregoing Findings of Fact and Ruling, postage prepaid, this 30th day of January, 1984, to the following: Paul T. Kunz, 2605 Washington Blvd., Ogden, Utah and Jeffrey Jones, 1100 Beneficial Life Tower, Salt Lake City, Utah.



JOSEPH S. KNOWLTON

Tab 1



RICHTRON

EXECUTIVE OFFICES 225 So. 200 W. Farmington, Utah 84025
(801) 451-2289 and (801) 451-2280

December 4, 1981

Mr. Frank Hazen
Escrow Department
Bank of Utah
2605 Washington Blvd.
Ogden, Utah 84401

Re: Robert M. Young and Betty Jean Young - Richtron, Inc., Escrow.

Dear Mr. Hazen:

You currently administer the above-referenced escrow which includes a real estate contract between Aral Allred, Robert Young and Richtron, Inc. On February 20, 1981, Richtron, Inc., delivered a check to you in the amount of \$10,431.00 as payment on the said Contract and pursuant to another real estate contract between Aral Allred and Robert M. Young which was assigned to Richtron, Inc., and part of the escrow. The check was a "good funds" check on the date it was delivered. Payment was made within the grace period so defined in the Contract and escrow agreement. Notwithstanding the same, I understand that the Bank check you sent Gayle McKeachnie, Allred's attorney, was not accepted and returned to the Bank. I also understand the money still remains at the Bank. We wish to withdraw the actual funds from the Bank until such time as Mr. Allred accepts the payment. Upon such occurrence, Richtron, Inc., will forthwith deliver payment again to you to redisburse to him.

Simultaneously with our desire to withdraw payment from the Bank, this letter will also serve as legal notice that Richtron, Inc., hereby tenders to the escrow, by offer of this writing, the sum of \$10,431.00 as payment of the November 16, 1980, payment. This tender and offer in writing is being made pursuant to Section 78-27-1, Utah Code Annotated, 1953, as amended.

Very truly yours,

RICHTRON, INC.

Paul H. Richins Pres
Paul H. Richins, President

FRONTIER INVESTMENTS

Paul H. Richins Pres
Paul H. Richins, President

PHR/ml

COPY
EX
A A

Tab 2

FILED IN CLERK'S OFFICE
DAVIS, UTAH

DEC 27 PM 12:20

CLERK OF DISTRICT COURT
DAVIS, UTAH

51424

Paul H. Richins
Defendant Pro Se
P. O. Box 695
37 North Main
Farmington, Utah 84025
Telephone: (801) 451-2289

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED,)
a Limited Partnership,)
et al.,)

Plaintiffs,)

vs.)

RICHTRON, INC., a Utah corporation,)
PAUL H. RICHINS, ARAL WESLEY)
ALLRED, SARAH ELAINE ALLRED,)
his wife, BANK OF UTAH, a Utah)
corporation,)

Defendants.)

AFFIDAVIT OF PAUL H. RICHINS

Civil No. 29700

STATE OF UTAH)
: ss.
County of Davis)

Affiant, PAUL H. RICHINS, being first duly sworn, upon oath, deposes
and says as follows:

1. Affiant is a resident of the City of Farmington, County of Davis,
State of Utah and a Defendant in the above-entitled action.
2. At no time during the pendency of this action was I a shareholder of
Richtron, Inc.
3. At no time have I ever personally claimed any interest whatsoever in
the real property which is the subject of this action.
4. Notwithstanding I have never claimed any interest in the real property
personally, on February 10, 1982, the Court ordered me to deposit \$10,431.00 into

EX
22

the Clerk's trust account "until the final conclusion of this matter."

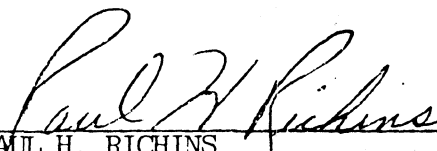
5. Therefore, on or about March 17, 1982, I requested of my father, Leo H. Richins, to initiate and provide a Letter of Credit from Barnes Banking Company in the amount of \$10,431.00 payable to the Honorable J. Duffy Palmer in an attempt to meet my personal obligation to deposit \$10,431.00 into the Court's trust account under said Order.

6. On or about March 17, 1982, I have personal knowledge that Leo H. Richins obtained from Barnes Banking Company, at my request, a Letter of Credit for \$10,431.00 payable to the Honorable J. Duffy Palmer on my behalf.

7. I initiated the issuance of the Letter of Credit to meet my personal obligation, and I did not obtain it to meet the obligation of Richtron, Inc., to deposit the \$10,431.00 into the Clerk's trust account.

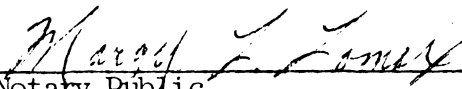
8. At no time did I request of Leo H. Richins to initiate issuance of said Letter of Credit on behalf of Richtron, Inc., in that I believed, based upon the records maintained by Richtron, Inc., I had no obligation or responsibility whatsoever to personally pay any alleged obligation of Richtron, Inc., under Plaintiffs' claims against it, whether proven or not.

DATED this 22nd day of December, 1983.



PAUL H. RICHINS

SUBSCRIBED AND SWORN to before me this 22nd day of December, 1983.



Notary Public
Residing at Farmington, Utah

My Commission Expires:

11/29/87

CLERK OF DISTRICT COURT

1983 DEC 27 PM 12:26

Paul H. Richins
Defendant Pro Se
P. O. Box 695
37 North Main
Farmington, Utah 84025
Telephone: (801) 451-2289

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED,
a Limited Partnership,
et al.,

Plaintiffs,

vs.

RICHTRON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY
ALLRED, SARAH ELAINE ALLRED,
his wife, BANK OF UTAH, a Utah
corporation,

Defendants.

AFFIDAVIT OF LEO H. RICHINS
AND LUCILLE L. RICHINS

Civil No. 29700

STATE OF UTAH)
: ss.
County of Davis)

Affiants, LEO H. RICHINS and LUCILLE L. RICHINS, being first duly sworn,
upon oath, depose and say as follows:

1. Affiants are residents of the City of Kaysville, County of Davis,
State of Utah, are the natural parents of Paul H. Richins, and are not a party to
this action.
2. Affiants declare that prior to March 17, 1982, we were notified by
Paul H. Richins that he was a Defendant in this action, and that he had been sued
personally in an action involving principally another Defendant, Richtron, Inc.,
and certain real estate contracts.
3. Affiants declare that on or about March 17, 1982, Paul H. Richins

EX-2

stated to us that, pursuant to an Order of the Court dated February 15, 1982, he was personally required to deposit \$10,431.00 into the Court Clerk's trust account pending resolution of certain claims involving the other Defendant, Richtron, Inc., and said real estate contracts.

4. Affiants declare that on or about March 17, 1982, we initiated and obtained from the Barnes Banking Company a Letter of Credit payable to the Honorable J. Duffy Palmer and the Second Judicial District Court for \$10,431.00 in an attempt to help Paul H. Richins meet his personal requirement under the Court's February 15 Order to deposit the money.

5. Affiants declare that at the time of directing Barnes Banking Company to issue the Letter of Credit, it was our understanding and intent, based upon statements made to us by Paul H. Richins, and still is to this date, that the Letter of Credit was issued to the Clerk of the Court on behalf of the obligation of Paul H. Richins, personally, to deposit \$10,431.00.

6. Affiants declare that at no time did we ever intend or understand, based upon the statements made to us by Paul H. Richins, that we were providing the Letter of Credit on behalf of any obligation the other Defendant, Richtron, Inc., may have had.

DATED this 22nd day of December, 1983.

Leo H. Richins
LEO H. RICHINS

Lucille L. Richins
LUCILLE L. RICHINS

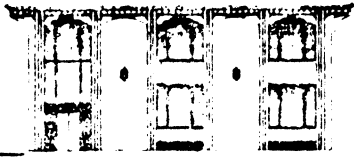
SUBSCRIBED AND SWORN to before me this 22nd day of December, 1983.

My Commission Expires:

11/29/87

Margaret L. Long
Notary Public
Residing at Farmington, Utah

Tab 3



RICHTRON

EXECUTIVE OFFICES 225 So. 200 W. Farmington, Utah 84025
(801) 451-2289 and (801) 451-2280

December 4, 1981

CERTIFIED MAIL

NOTICE OF DEFAULT

Frank Hazen
Escrow Department
Bank of Utah
2605 Washington Blvd.
Ogden, Utah 84401

Young Farms, Ltd.
c/o Richtron, Inc.
P. O. Box 695
225 South 200 West
Farmington, Utah 84025

Joseph S. Knowlton
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111

All Young Farms, Ltd., Limited
Partners at respective addresses

Re: Escrow Account of Richtron, Inc., as Seller, and Young Farms, Ltd., as Buyer.

Subject: Default of Real Estate Contract.

Gentlemen:

Pursuant to the terms of the real estate contract entitled "Real Estate Contract" and the "Escrow Agreement", both dated November 15, 1975, the Seller and Grantor, Richtron, Inc., and its assignee, do hereby give this formal Notice of Default to the Buyer and Grantee, Young Farms, Ltd., a Utah limited partnership, and its individual limited (general) partners therein, and specifically alleges that the Buyer is in default on the November 15, 1981, installment of \$32,306.00.

Demand is hereby made by Richtron, Inc., and/or its assignee, pursuant to paragraph 10 under the above-referenced real estate contract and pursuant to the terms of the escrow agreement, for payment in full of the annual installment due November 15, 1981, and the real and personal property taxes due and owing to date within thirty (30) days after said copy of demand is so delivered or mailed to the Buyer.

Unless the Buyer corrects the default by payment of the sums due as required under the terms of the said real estate contract and escrow agreement, as noticed and demanded herein, the Seller, Richtron, Inc., and/or its assignee, hereby demand that the escrow agent forthwith deliver all escrow documents to the Seller, and hereby elect to exercise its rights granted in the provisions of paragraph 15 of the said real estate contract and invoke the forfeiture provision of said contract and to be released from all obligations in law and in equity to convey the property, and all payments which have been made theretofore on said agreement by the Buyer shall be forfeited to the Seller,

EX

and/or its assignee, as liquidated damages for the nonperformance of the agreement. Also, that the Seller, and/or its assignee, shall reenter and take possession of said premises without legal process as in the first and former estate, together with all improvements and additions made by the Buyer thereon and said additions and improvements shall remain with the land and become the property of the Seller, and/or its assignee, and the Buyer shall become a tenant at will of the Seller.

Very truly yours,

RICHTRON, INC.

A handwritten signature in cursive script, reading "Paul H. Richins Pres".

Paul H. Richins, President

PIR/ml

FRONTIER INVESTMENTS

A handwritten signature in cursive script, reading "Paul H. Richins Pres".

Paul H. Richins, President

Tab 4

FILED

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS, LTD., a Limited
Partnership, et.al.,

Plaintiffs,

-vs-

RICHTRON, a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED
and SARAH ELAINE ALLRED, his wife,
BANK OF UTAH, a Utah corporation,

Defendants.

PRE-TRIAL ORDER

Civil No. 2-29700

THIS MATTER came on regularly for pre-trial before the Hon. Douglas L. Cornaby on the 6th day of February, 1984, at the hour of 2:45 p.m., the plaintiffs being represented by their attorney, Joseph S. Knowlton and Kennard Eltinge, the president of the Tower Realty Co., the general partner of the plaintiff, Young Farms, Ltd., a Utah Limited Partnership, and the defendant Bank of Utah being represented by their attorney, Paul T. Kunz, and the defendants Aral Wesley Allred and Sarah Elaine Allred being represented by their attorney, Jeffrey M. Jones, and after a discussion among the parties and the Court, and an oral stipulation by the plaintiffs and the defendant Bank of Utah, a Utah corporation, by their attorneys that the plaintiffs complaint against the defendant Bank of Utah may be dismissed without prejudice, and it further being stipulated by the plaintiffs attorney and the defendants Allreds attorney that the deed from Robert M. Young and Betty Jean Young to the defendant Allreds, dated the 13th day of September, 1979 and recorded in Book A68, p. 520, was recorded in error and that such recordation should be

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672

stricken and rescinded from the records of the County Recorder's office in Duchesne County, and the Court being fully advised in the premises makes the following pre-trial order:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

1. That plaintiffs complaint against the defendant Bank of Utah is hereby dismissed without prejudice, each party to pay their own costs;

2. That the warranty deed between Robert M. Young and Betty Jean Young as grantors and Aral Wesley Allred and Sarah Elaine Allred as grantees, dated the 13th day of September, 1979, recorded in the County Recorder's office of Duchesne County, entry #204931, Book A68, p. 520, that said recordation be stricken and rescinded and the County Recorder of Duchesne County is directed to strike same recordation from the records and/or rescind the recordation by this Order;

3. That the issues of this case are as follows:

- a. Did defendants Allreds terminate the contract between them and Richtron, Inc. effectively and properly in accordance with the terms of the contract.
- b. Were the payments made by Richtron, Inc. and/or the plaintiffs in compliance with the terms of the contract.
- c. Is the contract currently valid and enforceable by the parties, being the plaintiffs as the assignee of Richtron, Inc. and the defendants Allreds.

4. That the parties are to exchange exhibits and a list of witnesses ten days before the trial date, which is set for the 29th day of March, 1984, at 9:00 a.m.

DATED this 27 day of February, 1984.

By the Court:



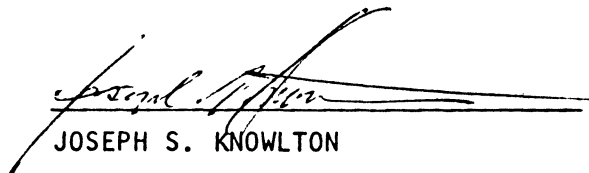
JUDGE

MAILING CERTIFICATE

I hereby certify that I have this 15th day of February, 1984,
mailed a true and correct copy of the foregoing Pre-Trial Order, postage
prepaid, to the following:

Jeffrey Jones, 1100 Beneficial Life Tower, Salt Lake City, Utah 84101

Paul T. Kunz, Kunz, Kunz, Kunz & Hadley, 2605 Washington Blvd, Ogden, UT 84401



JOSEPH S. KNOWLTON

Tab 5

#29700

Young Farms, LTD.

-vs-

RICHMOND & PAUL H. RICHMOND



ROCKY MOUNTAIN STATE BANK
2163 East 3300 South • SALT LAKE CITY, UTAH 84109

97-236
1243

DATE 2-17-82 Ad

No 36245

PAY TO THE ORDER OF ****2nd District Court Clerk****

\$ ****10,431.00****

ROCKY MTN. STATE BANK 10431 and 10/100

DOLLARS

PURCHASER Young Farms LTD

CASHIER'S CHECK

[Signature]

AUTHORIZED SIGNATURE

⑈0036245⑈ ⑈124302367⑈ 1999901305⑈

62

TIME CERTIFICATE OF DEPOSIT

DAVIS COUNTY BANK

No 21-53274-15

THIS CERTIFIES THAT THERE HAS BEEN DEPOSITED IN THIS BANK THE AMOUNT OF

-----TEN THOUSAND FOUR HUNDRED THIRTY ONE AND NO/100-----

DOLLARS

PAYABLE TO

DAVIS COUNTY CLERK Ref. #29700

ADDRESS

Room 116, Court House
Farmington, Utah 84025

SOC SEC OR TAX ID NO	INTEREST RATE	INTEREST PAYABLE	DATE OF ISSUE	MATURITY DATE	AMOUNT DEPOSITED
87-3064-701	14.183 % <small>per annum</small>	at maturity	2-17-82	8-18-82	\$ 10,431.00

THIS CERTIFICATE IS PAYABLE IN CURRENT FUNDS AT MATURITY UPON SURRENDER OF THIS CERTIFICATE PROPERLY ENDORSED AT THE ABOVE NAMED BANK

THE MATURITY OF THIS CERTIFICATE WILL BE 182 MONTHS ☐ DAYS ☐ YEARS AFTER THE DATE OF ISSUE OF THIS CERTIFICATE

THEREAFTER THIS CERTIFICATE WILL BE GOVERNED BY THE FOLLOWING OPTIONS

MATURITY

(Subject to provisions on reverse side)
☒ RENEWABLE
☐ NON-RENEWABLE

INTEREST DISTRIBUTION

☒ ADD TO TCD
☐ SEND INTEREST BY CASHIER'S CHECKS
☐ DEPOSIT TO ANOTHER ACCOUNT

INTEREST INTERVAL

☐ QUARTERLY FROM INTEREST DATE
☒ AT MATURITY
☐ OTHER

PENALTY FOR EARLY WITHDRAWAL

By *Elsie Watts*
AUTHORIZED SIGNATURE

⑈0003274⑈ ⑈124300631⑈

NOT NEGOTIABLE - NOT TRANSFERABLE

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1984 MAR 29 AM 10:23

MICHAEL G. ALLPHIN, CLERK
2ND DISTRICT COURT

BY _____
DEPUTY CLERK

#29700

Young Farms, Ltd.
vs
Paul Richins, etal

PURCHASER'S RECEIPT



Davis County Bank

Established in 1892
12 West State, Farmington, Utah 84025

No 17446

March 29,

84

97-63
1243

DRAWN TO THE
ORDER OF

YOUNG FARMS LTD.

\$ 24,340.23

THE SUM 24340.23

PURCHASER T.C.D. 29-53274-15
T.C.D. 29-53609-11
CASHIER'S CHECK

CUSTOMER'S MEMO:

FOR _____

attorney for plaintiff

Released this check to Joseph Knowlton on 3-29-84. Personally delivered to
him upon order of the court. This action closes the fire file #77.

But J. Overhead

EX
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Tab 6

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IN THE SECOND JUDICIAL DISTRICT COURT

IN AND FOR DAVIS COUNTY

STATE OF UTAH

-o0o-

YOUNG FARMS, LTD.,
a Limited Partnership,
et al.,

Plaintiffs,

vs.

RICHTRON, et al.,

Defendants.

)

)

)

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)

REPORTER'S PARTIAL

TRANSCRIPT OF PROCEEDINGS

Civil No. 1-29700

BE IT REMEMBERED that on Thursday, ~~January 12,~~
⁴~~1983,~~ the above-entitled matter came on for HEARING in the
Second Judicial District Court in and for the County of
Davis, State of Utah, before the HONORABLE DOUGLAS L
CORNABY, Presiding.

* * * * *

A P P E A R A N C E S:

For the Plaintiff:

JOSEPH S. KNOWLTON
Attorney at Law
845 East 400 South
Salt Lake City, Utah
84102

For the Defendant,
Bank of Utah :

PAUL T. KUNZ
Attorney at Law
2605 Washington Blvd.
Ogden, Utah 84401

1 (Whereupon, previous proceedings were held,
2 reported, but not transcribed at the request of the ordering
3 counsel.)

4 THE COURT: The Court will make the following
5 findings in ruling on the matter, and I am not going to try
6 to keep these all in correct order, because I jotted notes
7 as I went along. I am going to take them in order in which
8 I somewhat have my notes.

9 First, there's no question but what the plaintiffs
10 paid their payments to Richtron, as required by their
11 contract. That is Exhibit B in 1980. 53,000 something was
12 paid to Richtron.

13 There's no question either but that Richtron did
14 not make the payment to the Allreds in a timely fashion, only
15 in this sense. I recognize the testimony is on February 20th
16 Mrs. Lucille Richins says she personally took a check and
17 delivered it to--

18 MR. KNOWLTON: Now, your Honor--

19 MRS. RICHINS: The Bank of Utah. May I speak?

20 THE COURT: No, you can't interrupt.

21 MR. KNOWLTON: Excuse me. With regards to this
22 particular ruling or determination of findings of fact, keep
23 in mind that the amendment of the Allred contract provides
24 for a 30-day grace period from the time they make the demand
25 for payment and that 30 days ran the day or two after

1 that payment was made, so our position is that contract is
2 timely, even though it wasn't made.

3 THE COURT: I understand. I know that.

4 MR. KNOWLTON: So I am concerned about a ruling
5 that, you know, regards to the basic payment.

6 THE COURT: Well, all right. Let me say this,
7 because I don't want to be misunderstood on that. The payment
8 was made on February 20th, 1981. I don't have the figures
9 in front of me, and it was tendered for \$10,431. It was
10 delivered by Mrs. Lucille Richins. It was, for whatever
11 reason, not credited for about three days later.

12 The Court, of course, we haven't really litigated
13 that matter, but from what has been presented to me I don't
14 see any reason or justification for not immediately crediting
15 it. It would have been paid. At any rate, the Allreds, in
16 effect, refused the payment and sent it back. Apparently,
17 it remained with the Bank of Utah for approximately one year's
18 period of time. At that point Mr. Richins, on behalf of
19 Richtron, sent a letter to the bank requesting that money be
20 returned to him or returned to the defendant, Richtron.
21 That's Plaintiff's Exhibit F. Plaintiff's Exhibit G is the
22 copy of the check from the Bank of Utah where they, in fact,
23 returned the \$10,431 to Richtron, Inc., and Frontier
24 Investment. I don't know why it was returned to those two
25 except perhaps the Bank of Utah thought that both have some

1 kind of interest in it and were just covering themselves by
2 putting it that way. Listed on that check it said payment
3 on Allred, Richtron, Young escrow.

4 Now, Leo and Lucille Richins have loaned Paul
5 Richins or Richtron, either one or both, \$9,310.33 in order
6 to make that payment initially to the bank. Apparently they
7 took the money, placed it in Richtron accounts, took a
8 Richtron check to make up the difference and paid the entire
9 amount of that on February 20, 1981, the amount could be
10 paid. That amount, as I say, was rejected at that time by
11 the Allreds and sent back and remained with the Bank of Utah
12 for about a year.

13 Richtron, Inc., and Frontier Investment received
14 the money and spent the money, at least 10,000 of it was
15 spent on an attorney fee and nobody has specified it, but I
16 gather an attorney fee for Richtron and Frontier or whoever.

17 In December of 1982--and I don't remember the date
18 again without looking at the dates of the orders, the Court
19 initially held a hearing before this Court and was asked to
20 interpret an I.R.S. sale and made a decision that the I.R.S.
21 had sold to Milton Goff as trustee for others, all of the
22 interests of Richtron, Inc., Frontier Equities and others
23 and had sold them to that group, \$40,000, some such figure.

24 From that point on this Court, at least so far as
25 myself as a judge, considered and has each time we brought

1 it up has considered that Richtron were owned by Milton Goff
2 and those associated with him, but I have left the door open
3 to the extent that I have said that Paul Richins had a right,
4 either through the federal court or through the Utah Supreme
5 Court, to appeal that order and that order has been appealed,
6 and it has not been ruled on. My understanding is that it's
7 in the--I can't remember the file number. It's one
8 designated as John Sampson file. And it's still down there.

9 Now, there's no question but what Judge J. Duffy
10 Palmer, sitting in this case before it came to this Court,
11 directed that the defendants put the \$10,431 back into the
12 court. There is no question but what almost from the
13 beginning Mr. Knowlton requested that cash be put into the
14 court so that it would draw interest, recognizing the letter
15 of credit would not draw interest. Judge Palmer--I can't
16 remember whether it was Judge Palmer or myself, entered an
17 order that defendants either give the Court a letter of
18 credit that included interest or else to pay the cash into
19 the court, because if the plaintiff won the case they had a
20 right, not to go on for a long period of time and then just
21 take the 10,431, if it was decided they should receive it.
22 That was never done, and I was never satisfied with it. So
23 this Court finally forced--I don't consider the letter of
24 credit to have ever been drawn on it, but the Court forced
25 that to be put into the court as cash so that it would draw

1 interest, and that's where it apparently has been since it
2 was placed into court, and again, I don't remember the date
3 and not making any effort to look it up to see when it was
4 paid in.

5 I think it's clear, too, that for apparently the
6 \$9,000 that Leo and Lucille Richins paid on the contract
7 amount, they expected somewhere that Paul Richins was going
8 to protect them. Mr. Richins suggested he thought it was
9 by some kind of an interest in the contract. The Court has
10 not been given anything showing there was such interest
11 actually drawn for them, but as to the second, the 10,431,
12 the Richins have both testified that was what they considered
13 a personal letter for Paul Richins, not a loan to Richtron
14 or Frontier Equities or any other corporation, and the Court
15 so finds.

16 The Richins, and I am talking about Leo and Lucille
17 Richins, received no consideration for the letter of credit.
18 They obviously did it because they trusted their son, Paul,
19 and because he had requested them to do it and they have a
20 love for their son, Paul, and for that reason decided to do
21 it. Certainly, Mr. Leo Richins, the Court finds, he never
22 expected the letter of credit to be drawn on, although that's
23 the purpose for letters of credit, because they often are
24 drawn on. The letter of credit itself doesn't have any
25 conditions attached to it, and it's listed--it's just listed

1 as an irrevocable letter of credit.

2 Now, the Court's aware that its purpose was to
3 be paid into this Court and it was paid for that November
4 1980 payment. No question that that's what it was paid for
5 originally, at least that's what the February 20, 1981,
6 tender was for when they took the \$10,431 check to the Bank
7 of Utah for the Allreds. It was to pay them that amount.

8 Now, the question is, and counsel stated it
9 correctly, who really owns the \$10,431? Paul Richins, of
10 course, has claimed it only on behalf of his parents, Leo
11 and Lucille Richins. Plaintiff is claiming it as the 1980
12 payment and there's no question that that's what Judge
13 Palmer intended it to be paid in for, but it was to be
14 determined at the end of the lawsuit, and this Court believes
15 what they were talking about was after a trial on the merits,
16 what they would find out by it, who owned it. This Court
17 can't find that Paul Richins personally had an obligation to
18 pay that \$10,431 to the Court. Obviously, Leo Richins didn't
19 have an obligation to pay \$10,431 to the Court, but the fact
20 that he did pay it on the order of the Court does not mean
21 that it automatically belongs to the plaintiff. It stills
22 sits in case and belongs to whoever should receive it after
23 findings of fact.

24 Paul Richins used \$10,431, at least what has been
25 testified, on behalf of the corporation, Richtron. Spent it

1 for attorney fees and other things. He didn't say what it
2 was. Richtron obviously owes that 10,431. Is the fact that
3 the letter of credit by Leo Richins as put in here, is that
4 the same thing as Richtron paying it? And the Court does
5 not believe it's the same thing. The Court believes that
6 Richtron owes that money. Richtron received the \$10,431 and
7 Richtron owes it.

8 Now, Paul Richins to this day claims he owns
9 Richtron and if owns Richtron, in fact, then he owes the
10 \$10,431, but this Court has found that he does not own it.
11 That Milton Goff and trust for others owns that, and counsel
12 has said, why should they have to pay it or at least to Mr.
13 Richins has said, why should they have to pay it for Paul.
14 Not ruling on that, except that Richtron is the one that owes
15 the debt. It appears to the Court that this is being paid
16 as a loan, and I am not even sure it's a loan. The money was
17 there to be drawn as if it were a loan, if it were ever
18 received by the Court.

19 Apparently, the plaintiff made a settlement of some
20 nature in this lawsuit with Milton Goff. There is a document
21 that was Exhibit Q, an assignment by Milton Goff of certain
22 properties, apparently, and I am just assuming it says the
23 Freston property and--

24 MR. KNOWLTON: Freston and Allred, your Honor.

25 THE COURT: Okay. I am just assuming it's some

1 kind of settlement of the rights that we are talking about
2 here today. The Court believes that with this settlement
3 between those parties, with the Court's ruling that in
4 December of 1982 all the properties of the corporation belong
5 to Richtron and Milton Goff Associates, and the dismissal of
6 Paul Richins from the lawsuit, that the letter of credit for
7 the \$10,431 plus the interest from which it has been ordered
8 should go back to the same source that it came from which
9 was to Leo Richins. So, that's going to be the ruling of
10 the Court.

11 MR. KNOWLTON: Is that, your Honor, is that ruling
12 conditional upon the result of the appeal by Richins in his
13 arguments or his contention that he owns, in fact, Richtron?
14 I can't see how your Honor can rule that the money should go
15 back to Leo when he is not a party. Obviously, Leo didn't
16 give the money to the Court. He gave the money to Paul, and
17 the only thing I can see which the Court can do, if the Court
18 feels inclined, which it appears that the Court does, is to
19 give the money back to Paul, not Leo. Leo hasn't got any
20 right--

21 THE COURT: Paul doesn't have any right to it,
22 Leo does.

23 MR. KNOWLTON: But Leo is not a party to this law-
24 suit. How can your Honor rule Leo should get the money?

25 THE COURT: Well, because we drew on Leo's money,

1 that's why, and I am--I don't want to argue with you, counsel.
2 I know what your position is. I guess we are just disagreeing
3 on it. You're saying that because we forced money into
4 court that from that point on if we hadn't forced money into
5 court, it would have always been in the pocket of Leo Richins,
6 not Paul Richins. There's no way that Paul Richins could
7 have drawn on the letter of credit. Others could have, but
8 not Paul.

9 MR. KNOWLTON: No, but austensibly, the only reason
10 that the money was put in is on behalf of Paul. The order
11 says the defendants, but I am not going--I am not making a
12 point with regard--I just want to make sure the money does
13 not get paid to Leo until we get the matter finally determined.
14 That's my concern.

15 THE COURT: That's my ruling in the matter. Maybe
16 perhaps what you better tell me is what's going to happen in
17 the lawsuit from this point on in this lawsuit, because this
18 is one in which it's conditioned upon--

19 MR. KNOWLTON: Well, of course, this lawsuit in
20 regards to this order is going to be appealed, but this law-
21 suit in regard to the balance of lawsuit, I guess we will
22 bring it to trial to determine what we have got in regard to
23 the Allreds. We have got to get a determination in Allreds
24 whether or not we are going to have the contract any good
25 with the payment taken out, whether it was made, whether we

1 have got a right now with Allreds to force that contract to
2 be valid. You see what position I am in now, because our
3 position is we want that contract. We want that land. We
4 want the ability to buy that land. We have been making the
5 payments. They are in the court. We don't think that payment
6 that was made was delinquent. We think that contract is
7 still valid, in force and effect, and if we don't have 10,000,
8 if we don't put it back, where does that place us? I guess
9 we have to get a determination of the higher court to deter-
10 mine if your Honor is right, and then I guess maybe we come
11 back here depending on what they say.

12 THE COURT: Well, you can't get an interim appeal,
13 can you? Unless you are somehow settling the lawsuit, you
14 can't get an interim appeal.

15 MR. KNOWLTON: Well, there's no way I can settle
16 the lawsuit without that 10,000 bucks. No way I can settle
17 that lawsuit without that 10,000 bucks. I am kind of--and
18 I want--from the beginning I am kind of in a quandry about
19 this because how do we go about--really maybe what your Honor
20 ought to do, and I don't know if you're inclined, maybe you
21 ought to hang on to that 10,000 and set this darn thing down
22 for trial with Allreds. Get that determined, make a ruling,
23 and then let me appeal and have that question that I can
24 appeal in regard to, because that basically goes to the basic
25 issue. And we have had pre-trial on this matter before, and

1 I don't see any reason why we couldn't try it just like we
2 did today.

3 THE COURT: We would probably have to have the
4 parties back in that are still in so I know what the refined
5 issues are unless there's nobody concerned about it except
6 Allreds with that one point and yourself.

7 MR. KNOWLTON: The only people that are concerned
8 in regard to this lawsuit is the bank and Allreds and us.
9 The bank, Allreds and us.

10 THE COURT: The bank is only concerned with
11 protecting themselves on the \$10,431?

12 MR. KNOWLTON: No. I'm alleging and the bank, that
13 under that escrow agreement that Allreds were given a deed,
14 were given a deed that was to be held in escrow, and the
15 Allreds took that deed that was to be held in escrow by the
16 bank and--

17 THE COURT: Oh, yes. I recall that.

18 MR. KNOWLTON: And recorded it and their position
19 now is, hey, we own the property. We have got the recorded
20 deed and we are, as far as you're concerned, this property
21 is for sale, but not--but that's not for sale. Our position
22 there with them is, hey, that deed, that should never got
23 away from the bank to be recorded, and they are responsible
24 and they say, no, and they have validity. It was never
25 given to us when it was recorded.

1 MR. KUNZ: Our position is the deed was recorded
2 before it was given to us and the recording information shows
3 that it was, in fact, recorded before it was given to us,
4 so it's a matter of resolving that question of fact.

5 THE COURT: Okay. I wonder--

6 MR. KNOWLTON: So, we have the bank and Allreds.

7 THE COURT: I wonder if the next step had not
8 ought to be that you draw an order with regard to what I
9 have ruled on here today and disposing of this matter and at
10 the same time making a notice of your desire to appeal the
11 ruling on it, recognizing it has to await the final disposi-
12 tion of the case, and at the same time asking for a pre-
13 trial to be set, and I will bring the other parties back in
14 or else I can have the Clerk set a pre-trial on the calendar
15 for it. And I think the parties ought to come back in so I
16 can, at this point, thoroughly see that I know what the
17 issues are before we go to court.

18 MR. KNOWLTON: I think that's fine.

19 THE COURT: Okay. We will do it that way.

20 MR. KNOWLTON: You set it on for a pre-trial and
21 I will file a motion for an interim appeal--not interim but
22 what do they call it pending--

23 THE COURT: Reserving your right to appeal.

24 MR. KNOWLTON: Just as long as the money doesn't
25 get away from us.

1 THE COURT: Well, if you will do that it won't get
2 away until we settle it some way. A lot of these papers
3 were copies, but they have been admitted as exhibits, but a
4 lot of these are his own copies so there are several of those
5 he may want them photographed and then give them back to him.

6 MR. KNOWLTON: They are all my file copies, yes.

7 MR. KUNZ: Your Honor, did I understand correctly
8 in your last conversation that with his reservation for
9 appeal and setting it for pre-trial and trial that you will
10 withhold the disbursement of money pending that? I thought
11 you said earlier you were going to disburse the money to Leo
12 Richins, and I was confused as to what you're stating now.

13 THE COURT: I said they owned it. I said it was
14 theirs.

15 MR. KNOWLTON: He is making a ruling that they own
16 it, but--

17 MR. KUNZ: They own it, but not necessarily be
18 disbursed?

19 THE COURT: Mr. Knowlton is saying, yeah, but give
20 me a chance to have it appealed before you disburse the
21 money. If the thing is set on the calendar and if we move
22 it along, we will wait.

23 MR. KUNZ: Appreciate that, your Honor.

24 (Whereupon, the proceedings were concluded.)

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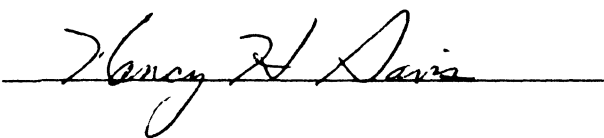
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REPORTER'S CERTIFICATE

STATE OF UTAH)
) ss:
COUNTY OF DAVIS)

I, Nancy H. Davis, do hereby certify that the foregoing transcript consisting of 14 pages of the proceedings held at the time and place herein described, is a complete and accurate transcription of those proceedings requested to be transcribed.

Date: January 18 , 1984

A handwritten signature in cursive script, reading "Nancy H. Davis", is written over a horizontal line.