

Denver C. Snuffer, Jr. (#3032) denversnuffer@gmail.com

Steven R. Paul (#7423) spaul@nsdplaw.com

Daniel B. Garriott (#9444) dbgarrriott@msn.com

Joshua D. Egan (15593) Joshua.d.egan@gmail.com

NELSON, SNUFFER, DAHLE & POULSEN

10885 South State Street

Sandy, Utah 84070

Telephone: (801) 576-1400

Facsimile: (801) 576-1960

*Attorneys for RAPower-3, LLC, International Automated Systems, Inc.,
LTB1, and Neldon Johnson*

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF UTAH, CENTRAL DIVISION

<p>UNITED STATES OF AMERICA,</p> <p>Plaintiff,</p> <p>vs.</p> <p>RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., LTB1, LLC, R. GREGORY SHEPARD, and NELDON JOHNSON,</p> <p>Defendants.</p>	<p>Civil No. 2:15-cv-00828-DN-EJF</p> <p>AMENDED DECLARATION OF NELDON P. JOHNSON ON BEHALF OF HIMSELF, RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., AND LTB1, LLC IN RELATION TO COMPLIANCE VERIFICATION OF ECF Doc. 467</p> <p>Judge David Nuffer</p>
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Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Neldon P. Johnson and I make this declaration under oath and based on my personal knowledge.
2. On November 1, 2018, I submitted a Declaration on behalf of myself, RaPower-3, LLC, International Automated Systems, Inc., and LTB1, LLC in Relating to Compliance Verification of ECF Doc. 467 that was based on the best of my knowledge and belief at the time.

3. Since that submission, I have discovered several errors in the business entities and ownership interests of those entities that I provided to Plaintiff's counsel. I have provided an updated version of that document to Plaintiff's counsel reflecting the information I have discovered since the earlier Compliance document.
4. In a review of the corporate paperwork for DCL-16A, Inc. and N.P. Johnson Family Limited Partnership it appears that although I expected and hoped to repurchase an ownership interest in those entities, the repurchase was never completed.
5. On January 14, 2011, in conjunction with a personal bankruptcy filing, Roger Hamblin purchased my 20% interest in N.P. Johnson Family Limited Partnership and my 1/3 interest in DCL-16A, Inc. I have attached a copy of that Partnership Interest Sale and Transfer Agreement for N.P. Johnson Family Limited Partnership as Exhibit 1 and a copy of the Share Transfer and Consent Agreement for DCL-16A, Inc. as Exhibit 2.
6. These transactions were identified on paragraph 10 of the Statement of Financial Affairs filed in my person Chapter 7 filing (Case No. 11-20679). I have attached a copy of that document here as Exhibit 3.
7. On March 5, 2012, Black Night Enterprises, Inc. and Starlite Holdings International, Inc. were incorporated in Nevis.
8. On October 23, 2012, Partnership Asset Purchase Agreements were executed between N.P. Johnson Family Limited Partnership and Black Night and Starlite. See Exhibits 4 and 5. These documents were signed by Roger Hamblin because he owned the interest and held the position.
9. Although I had requested that re-purchase agreements be prepared to re-purchase Roger Hamblin's interest in DCL-16A, Inc. and N.P. Johnson Family Limited Partnership, that

transaction was never effectuated. I thought that it had occurred, and it had been my intention, but I now realize after reviewing the corporate documents that the transaction I hoped and contemplated has never occurred.

10. I have attached a corrected List of Entities reflecting the actual ownership interests in the affected entities.

I declare under the penalty of perjury, that the foregoing is true and correct.

DATED this 16th day of November, 2018.

/s/ Neldon P. Johnson
Neldon P. Johnson
(Electronically signed with permission)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **AMENDED DECLARATION OF NELDON P. JOHNSON ON BEHALF OF HIMSELF, RAPOWER-3, LLC, INTERNATIONAL AUTOMATED SYSTEMS, INC., AND LTB1, LLC IN RELATING TO COMPLIANCE VERIFICATION OF ECF Doc. 467** was sent to counsel for the United States in the manner described below.

Erin Healy Gallagher
Erin R. Hines
Christopher R. Moran
US Dept. of Justice
P.O. Box 7238
Ben Franklin Station
Washington, DC 20044
Attorneys for USA

Sent via:
☐ Mail
☐ Hand Delivery
☐ Email: erin.healygallagher@usdoj.gov
erin.r.hines@usdoj.gov
christopher.r.moran@usdoj.gov
☒ Electronic Service via Court's
CM/ECF filing program

/s/ Steven R. Paul
Attorneys for Defendants

EXHIBIT 1

PARTNERSHIP INTEREST SALE AND TRANSFER AGREEMENT

This Partnership Interest Sale and Transfer Agreement, hereinafter referred to as the "Agreement", is made and entered into this 14 day of January, 2011, by and between Neldon P. Johnson, an individual residing in Milliard County, State of Utah, hereinafter referred to as "SELLER", and Roger Hamblin, an individual residing in Washington County, State of Utah, hereinafter referred to as "BUYER".

BACKGROUND

1. SELLER is a General Partner and the owner of a Twenty Percent (20%) interest, hereinafter referred to as the "Partnership Interest", in the N.P. Johnson Family Limited Partnership, a Utah limited partnership, hereinafter referred to as the "Partnership".
2. BUYER is desirous of purchasing the interest of SELLER in the Partnership.
3. BUYER and SELLER desire to enter into an agreement providing for the transfer to BUYER of the Partnership Interest in consideration for the payment by Buyer of an agreed sum.

AGREEMENT

Now therefore, in consideration of the agreements, promises and covenants stated herein, the parties hereto agree as follows:

1. Transfer and Acceptance of Partnership Interest. SELLER does hereby convey, transfer and assign to BUYER, and BUYER does hereby accept all of the Partnership Interest of SELLER in the N.P. Johnson Family Limited Partnership. SELLER agrees to execute all necessary documents and to take all necessary action as may be requested from BUYER or its successor from time to time to effectuate the foregoing transfer and assignment. Subject to the consent to this Agreement of the other General Partner and the Limited Partners and the transfer effectuated by this Agreement, SELLER agrees to resign as a General Partner and BUYER hereby consents and agrees that LaGrand T. Johnson may thereafter serve as a General Partner of the Partnership, if so elected according to the Amended and Restated Partnership Agreement and applicable law.
2. Delivery of Records. Within ten (10) days of the date of this Agreement, SELLER shall deliver to BUYER a copy of all of the property, financial, and operational records of the Partnership which are in the possession of SELLER.

3. Notice of Assignment and Resignation. At the time of the execution of this Agreement, SELLER shall execute a Notice of Assignment and Resignation of General Partner, which is attached as Exhibit "A".

4. Representations of SELLER Regarding Patents. SELLER hereby represents and warrants that, to the best of his knowledge and belief, the Partnership is the assignee and owner the following U.S. Patents and U.S. Patent Applications, as well as one or more foreign patent applications or patents, which are based on one or more of the U.S. Patents or Applications listed below:

U. S. Patents

	<u>Patent No.</u>	<u>Title of Invention</u>
(1)	7,789,652	Fresnel lens angular segment manufacturing apparatus and method
(2)	7,789,651	Fresnel lens angular segment manufacturing apparatus and method
(3)	7,789,650	Fresnel lens angular segment manufacturing apparatus and method
(4)	7,705,560	Voltage controller
(5)	7,449,807	Magnetic transmission
(6)	7,314,347	Pressurized fluid bladeless turbine engine with opposing fluid intake assemblies
(7)	6,997,674	Pressurized fluid turbine engine

Pending U.S. Patent Applications

	<u>Pub. No.</u>	<u>Title of Invention</u>
(1)	20080262973	Apparatus and method for secured comercial transactions
(2)	20080184037	System and method for secured voting transactions

5. Transfer of Residual Interest. SELLER hereby represents that, to the best of his knowledge and belief, all of the rights to the Inventions identified above were previously assigned to the Partnership, and that the Partnership is the assignee of record for each of the U.S. Patents and U.S. Applications listed above. However, to the extent that SELLER may be deemed or found hereafter, by the U.S. Patent and Trademark Office, a court of law, or otherwise, to be the owner of any residual interest in any of the U.S. Patents or U.S. Patent Applications identified above, or any foriegn patents or applications based on any of the U.S. Patents or U.S. Patent Applications identified above, hereinafter referred to collectively as the

"Residual Interests", SELLER does hereby assign, transfer and convey any and all such Residual Interests to BUYER.

6. Other Property Held by Partnership. In addition to the patents and patent applications identified above, SELLER represents that, to the best of his knowledge, the Partnership owns certain warrants for the common stock of International Automated Systems, Inc., hereinafter referred to as the "IAUS Warrants", and certain IAUS Preferred Stock, hereinafter referred to as the "IAUS Preferred Stock", which carries voting rights for International Automated Systems, Inc. The IAUS Warrants and the IAUS Preferred Stock is identified in the appraisal report attached as Exhibit "B". To the extent that SELLER may be deemed to own any residual interest in the IAUS Warrants or the IAUS Preferred Stock, such residual interest is hereby transferred to BUYER.

7. Purchase Price and Payment.

In consideration for the foregoing transfer of the Partnership Interest and any Residual Interests, BUYER shall pay to SELLER, at the time of the execution of this Agreement, the sum of Fifty Five Thousand Five Hundred Dollars (\$55,500.00), hereinafter referred to as the Purchase Price. BUYER and SELLER acknowledge their mutual understanding that the foregoing Partnership Interest has as an appraised value equal to the Purchase Price. A copy of the appraisal relied upon by the parties is attached as Exhibit "B".

Payment of the foregoing Purchase Price shall be by wire transfer to the following account:

Owner of Account: Neldon P. Johnson

Name of Bank: Bank of American Fork

Routing Number: 124301025

Account Number: 06209233

8. Cost of Appraisal. The parties agree that the appraiser performing the foregoing appraisal was retained by SELLER and that the cost of the appraisal shall be paid by SELLER.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

10. Further Assurances. The parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

12. Attorney's Fees. In the event of the breach of this Agreement by any of the parties, the injured party or parties shall be entitled to recover their costs and attorney fees incurred in enforcing this Agreement and in pursuing appropriate remedies at law or equity.

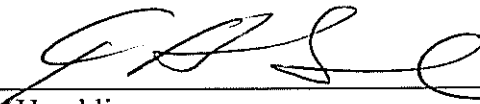
13. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

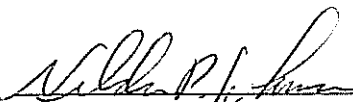
Executed the date stated above.

BUYER – ROGER HAMBLIN



Roger Hamblin

SELLER - NELDON P. JOHNSON



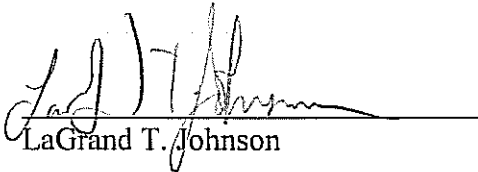
Neldon P. Johnson

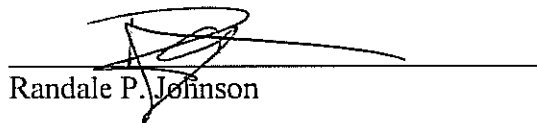
CONSENT AND ELECTION OF NEW GENERAL PARTNER

Pursuant to the Amended and Restated Limited Partnership Agreement of N.P. Johnson Family Limited Partnership, LaGrand T. Johnson, Randale P. Johnson, The LaGrand T. Johnson Family Trust, and The Randale P. Johnson Family Trust, constituting all of the limited partners of N.P. Johnson Family Limited Partnership, a Utah limited partnership, and DCL-16A, Inc., a Utah Corporation, and Neldon P. Johnson, constituting all of the general partners of N.P. Johnson Family Limited Partnership, do hereby confirm our consent to the foregoing transfer and assignment of the Partnership Interest of Neldon P. Johnson in N.P. Johnson Family Limited Partnership, to Roger Hamblin, and do otherwise hereby confirm our consent to all of the agreements, terms, conditions, and covenants set forth in the foregoing Agreement. We do further hereby confirm our consent to the resignation of Neldon P. Johnson as a General Partner of N.P. Johnson Family Limited Partnership, and do hereby unanimously vote to continue the Partnership and to elect LaGrand T. Johnson as a General Partner to fill the vacancy caused by the resignation of Neldon P. Johnson. Roger Hamblin, who shall become a Limited Partner by virtue of the foregoing transfer and assignment of the Partnership Interest of Neldon P. Johnson to her and the election of LaGrand T. Johnson as a General Partner to fill the vacancy caused by the resignation of Neldon P. Johnson, does also hereby vote to continue and agree to continue the Partnership and does hereby vote to elect and consent to the election of LaGrand Johnson as a General Partner.

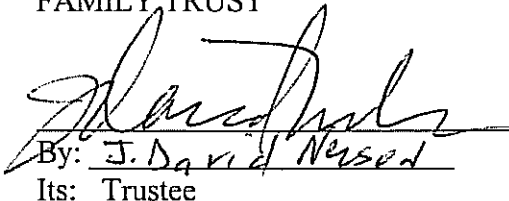
Dated this 14 day of January, 2011

LIMITED PARTNERS

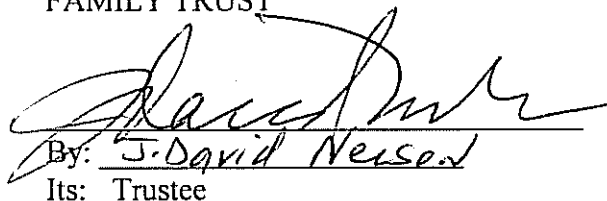

LaGrand T. Johnson


Randale P. Johnson

LAGRAND T. JOHNSON
FAMILY TRUST

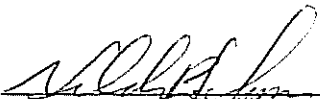

By: J. David Nersis
Its: Trustee

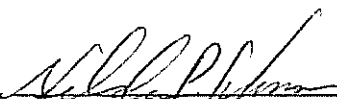
RANDALE P. JOHNSON
FAMILY TRUST


By: J. David Nersis
Its: Trustee

GENERAL PARTNERS

DCL-16A, INC.


By: Neldon P. Johnson
Its: President


Neldon P. Johnson

NEW LIMITED PARTNER

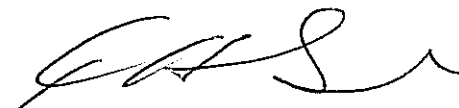

Roger Hamblin

EXHIBIT 2

SHARE TRANSFER AND CONSENT AGREEMENT

This Share Transfer and Consent Agreement, hereinafter referred to as the "Agreement", is made and entered into this 14 day of January, 2011, by and between Neldon P. Johnson, an individual residing in Milliard County, State of Utah, hereinafter referred to as "SELLER"; Roger Hamblin, an individual residing in Washington County, State of Utah, hereinafter referred to as "BUYER"; LaGrand T. Johnson, an individual residing in Utah County, State of Utah; Randale P. Johnson, an individual residing in Utah County, State of Utah; and DCL-16A, Inc., a Utah corporation with principal offices located in Utah County, State of Utah, hereinafter referred to as "DCL".

BACKGROUND

1. SELLER is a shareholder of DCL, owning one third (1/3) of the outstanding shares of DCL, hereinafter referred to as the "NPJ Shares".
2. LaGrand T. Johnson ("LTJ") and Randale P. Johnson ("RPJ") also each own one third (1/3) of the outstanding shares of DCL.
3. SELLER is interested in selling and BUYER is interested in purchasing the NPJ Shares.
4. The Articles of Incorporation of DCL, the Bylaws of DCL, or applicable Utah law may confer upon LTJ, RPJ and/or DCL certain pre-emptive rights or consent rights with respect to the sale of the NPJ Shares by SELLER.
5. BUYER, SELLER, DCL, LTJ and RPJ desire to enter into an agreement whereby SELLER shall sell the NPJ Shares to BUYER with the consent of DCL, LTJ and RPJ.

AGREEMENT

Now therefore, in consideration of the agreements, promises and covenants stated herein, the parties hereto agree as follows:

1. Sale and Transfer of Shares. SELLER does hereby convey, transfer and assign to BUYER, and BUYER does hereby accept all of the NPJ Shares. SELLER agrees to execute all necessary documents and to take all necessary action as may be requested from BUYER or its successor from time to time to effectuate the foregoing transfer and assignment.

2. Delivery of Records. Within ten (10) days of the date of this Agreement, SELLER shall deliver to BUYER a copy of all of the property, financial, and operational records of DCL which are in the possession of SELLER, if any.

3. Notice of Resignation. At the time of the execution of this Agreement, SELLER shall execute a Notice of Resignation as the President and a member of the Board of Directors of DCL, which is attached as Exhibit "A", which shall be effective upon the transfer of the NPJ Shares to BUYER.

4. Purchase Price and Payment. In consideration for the foregoing transfer of the NPJ Shares, BUYER shall pay to SELLER, at the time of the execution of this Agreement, the sum of Eighteen Thousand Five Hundred Dollars (\$18,500.00), hereinafter referred to as the Purchase Price. BUYER and SELLER acknowledge their mutual understanding that the foregoing NPJ Shares has as an appraised value equal to the Purchase Price. A copy of the appraisal relied upon by the parties is attached as Exhibit "B".

Payment of the foregoing Purchase Price shall be by wire transfer to the following account:

Owner of Account: Neldon P. Johnson

Name of Bank: Bank of American Fork

Routing Number: 124301025

Account Number: 06209233

5. Cost of Appraisal. The parties agree that the appraiser performing the foregoing appraisal was retained by SELLER and that the cost of the appraisal shall be paid by SELLER.

6. Consent and Waiver. DCL, LTJ and RPJ acknowledge that the Articles of Incorporation of DCL, the Bylaws of DCL, or applicable Utah law may confer upon LTJ, RPJ and/or DCL certain pre-emptive rights or consent rights with respect to the sale of the NPJ Shares by SELLER to BUYER. DCL, LTJ and RPJ do hereby release SELLER and BUYER from any and all obligations that may arise, if any, under the Articles of Incorporation of DCL, the Bylaws of DCL, or applicable Utah law, relating to the sale or transfer of the NPJ Shares by SELLER to BUYER, do hereby waive all pre-emptive rights they may have relating to the sale or transfer of the NPJ Shares, and do hereby consent to the sale and transfer of the NPJ Shares by SELLER to BUYER.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah.

8. Further Assurances. The parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

10. Attorney's Fees. In the event of the breach of this Agreement by any of the parties, the injured party or parties shall be entitled to recover their costs and attorney fees incurred in enforcing this Agreement and in pursuing appropriate remedies at law or equity.

11. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

13. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Executed the date stated above.

BUYER - ROGER HAMBLIN



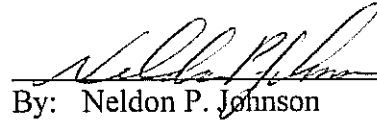
Roger Hamblin

SELLER - NELDON P. JOHNSON



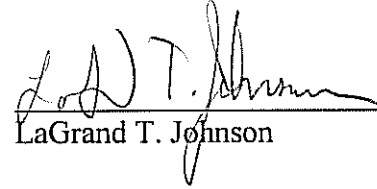
Neldon P. Johnson

DCL-16A, INC.

A handwritten signature in black ink, appearing to read "Neldon P. Johnson", written over a horizontal line.

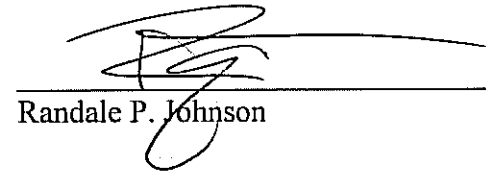
By: Neldon P. Johnson
Its: President

LAGRAND T. JOHNSON

A handwritten signature in black ink, appearing to read "LaGrand T. Johnson", written over a horizontal line.

LaGrand T. Johnson

RANDALE P. JOHNSON

A handwritten signature in black ink, appearing to read "Randale P. Johnson", written over a horizontal line.

Randale P. Johnson

EXHIBIT 3

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
District of Utah

In re Neldon P Johnson

Debtor(s)

Case No. 11-20679

Chapter 7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$18,000.00	2010 Husband (Per Joint Tax Returns)
\$89,333.00	2009 Husband (Per Joint Tax Returns)
\$14,183.00	2008 Husband (Per Joint Tax Returns)

2. Income other than from employment or operation of business

None
☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
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3. Payments to creditors

None
☒

Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None
☐

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
Ford Credit PO Box 790093 Saint Louis, MO 63179-0093	17th of Every Month	\$2,701.98	\$42,330.78
Zions Bank #1 South Main Street, Suite 1450 Salt Lake City, UT 84101	5th Day of Every Month	\$9,300.00	\$116,000.00
Family First Federal Credit Union 336 East State Road Pleasant Grove, UT 84062	October 26, 2010 Spouse Paid Off Auto Loan on 2007 Impala	\$7,192.76	\$0.00
Worldmark by Wyndham 8427 South Park Circle, 300 Bldg Orlando, FL 32819	December 7, 2010 Spouse Paid Off Timeshare	\$6,693.08	\$0.00

None
☒

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None
☐

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Ina Marie Johnson v. Neldon Paul Johnson -- Case No. 004401468	Separation	Fourth District Court - Utah County - State of Utah	Pending

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Ina Marie Newman fka Ina Marie Johnson v. Neldon Paul Johnson, Glenda Johnson & International Automated Systems, Inc. -- Case No. 100402314	Breach of Contract	Fourth District Court - Utah County - Provo Department - State of Utah	Pending
International Automated Systems, Inc. and Neldon P. Johnson v. Ina Bodell, Donnell Johnson and Brenda Smith - Case No. 090912428	Tort Claim	Third District Court - Salt Lake Department - Salt Lake County - State of Utah	Pending
COUNTERCLAIM - Neldon Paul Johnson v. Ina Newman fka Ina Marie Johnson - Case No. 100402314	Breach of Contract	Fourth District Court - Utah County - Provo Department - State of Utah	Pending

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or **since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None
☐

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Snell & Wilmer L.L.P. 15 West South Temple Suite 1200 Salt Lake City, UT 84101-1547	January 19, 2011	\$59,000.00
Globous Financial Relief Financial Counseling	January 13, 2011	Financial Counseling \$35.00

10. Other transfers

None
☐

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Roger Hamblin 495 West Tenaya Dr. Ivins, UT 84738-6581 None	January 14, 2011	1/3 Interest in DCL-16A, Inc. (\$18,500.00) 20% Interest in N.P. Johnson Family Limited Partnership (\$55,500.00)

None
☒

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

None
☒

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

None
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None
☐

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
International Automated Systems, Inc. 326 North Highway 6 Salem, UT 84653	2009 Ford Truck Super Duty F250 (\$41,685.00)	Business
LaGrand Todd Johnson 1309 North 550 West Pleasant Grove, UT 84062	2002 Dodge Truck Ram 250 (\$2,300.00)	LaGrand's Home
Randale Paul Johnson 1904 West 960 North Provo, UT 84604	2003 GMC Truck Sierra (\$2,900.00)	Randale's Home
Glenda Eldoris Johnson 4035 South 4000 West Delta, UT 84624	Title to Timeshare (uknwon value)	N/A

15. Prior address of debtor

None
☒

If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None
☒

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None
☒

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None
☒

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None
☒

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18. Nature, location and name of business

None
☐

a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
DCL 16, Inc.	Corporate # 5323965-0142	326 N Highway 6 Salem, UT 84653-9558	President	05/21/03-05/21/04
DCL-16A, Inc.	Corporate # 7192676-0142	UT	Director, President	11/02/04-1/14/2011
DCL16BLT, Inc.	Corporation # 7521404-0143	2710 Thomas RD Cheyenne, WY 82009-4588	Director, Registered Agent	11/17/09 - Present
International Automated Sytems, Inc	Corporate # 945063-0142	512 South 860 East American Fork, UT 84003-9795	President	09/26/1986-Present
N. P. Johnson Family Limited Partnership	Corporate # 5762766-0180	326 North SR 198 Salem, UT 84653	General Partner	11/02/04-1/14/2011
The NPJ DCL16 Family Limited Partnership	Corporate # 5382053-0180	326 North SR 198 Salem, UT 84653	General Partner	06/29/2009-Present
U-Check #1	Corporation # 2251877-0151	512 South 860 East American Fork, UT 84003-9795	Owner	04/09/1992-04/09/1998
U-Check, Inc.	Corporation # 1334859-0142	349 South 860 East American Fork, UT 84003-3306	Director	12/30/1996-03/24/2004
RAPower-3, LLC		326 N HWY 6 Salem, UT 84653	Manager	11/17/2009-Present

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None ☒ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS DATES SERVICES RENDERED

None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS DATES SERVICES RENDERED

None ☒ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

ADDRESS

None
☒

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

None
☒

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

None
☒

b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS

21. Current Partners, Officers, Directors and Shareholders

None
☒

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None
☒

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

None
☒

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None
☒

b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None
☒

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTOR

DATE AND PURPOSE
OF WITHDRAWAL

AMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY

24. Tax Consolidation Group.

None
☒

If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None
☒

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date February 3, 2011

Signature /s/ Neldon P Johnson
Neldon P Johnson
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

United States Bankruptcy Court
District of Utah

In re **Neldon P Johnson**

Debtor

Case No. **11-20679**Chapter **7**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	1,251,665.00		
B - Personal Property	Yes	4	58,930.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		2,841,762.78	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		1,394.26	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			5,072.50
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,776.67
Total Number of Sheets of ALL Schedules		17			
Total Assets			1,310,595.00		
Total Liabilities				2,843,157.04	

United States Bankruptcy Court
District of Utah

In re Neldon P Johnson

Debtor

Case No. 11-20679Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

- ☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

United States Bankruptcy Court
District of Utah

In re **Neldon P Johnson**

Debtor(s)

Case No. **11-20679**Chapter **7**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$
Student Loan Obligations (from Schedule F)	\$
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$
TOTAL	\$

State the following:

Average Income (from Schedule I, Line 16)	\$
Average Expenses (from Schedule J, Line 18)	\$
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$
4. Total from Schedule F		\$
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
TIMESHARE WorldMark by Wyndham 8427 S Park Circle, 300 Bldg Orlando, FL 32819 Acct # xxxxxxx6726	Title Only	J	Unknown	0.00
Improved Lot located at: 325 North State Road 198 Salem, UT	Owner	H	1,251,665.00	Unknown

Sub-Total > **1,251,665.00** (Total of this page)Total > **1,251,665.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Bank of American Fork 33 E Main American Fork, UT 84003 Acct # xxx9233	-	100.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Television	J	300.00
		Washer & Dryer	J	200.00
		Sofa	J	200.00
		Other Miscellaneous Items	J	300.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothing	H	500.00
7. Furs and jewelry.		1 Timex Watch	H	100.00
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > **1,700.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.		Claims Against Ina Newman	H	Unknown
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2009 Ford Truck Super Duty F250 Vin # xxxxxxxxxx3368 Location: 4035 S 4000 W, Delta UT 84624 (Title Only)	H	41,685.00
		2007 Chevy Impala Vin # xxxxxxxxxxxxxx1562 (1/2 Interest)	J	8,045.00
		2003 GMC Truck Sierra K2500 Vin # xxxxxxxxxx0594 (Title Only)	H	2,900.00
		2002 Dodge Truck Ram 2500 Quad Vin # xxxxxxxxxxxxxxxxxx3418 (Title Only)	H	2,300.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Old desk	H	100.00
		Filing Cabinet	H	100.00
		Chair	H	100.00

Sub-Total > **55,230.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Neldon P Johnson**

Case No. **11-20679**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.		2 Old Horses	-	2,000.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **2,000.00**
(Total of this page)
Total > **58,930.00**

Sheet **3** of **3** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/10)

In re Neldon P JohnsonCase No. 11-20679

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. §522(b)(2)☒ 11 U.S.C. §522(b)(3)☐ Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Other Exemptions			
1 Washer & Dryer	Utah Code Ann. § 78B-5-505(1)(a)(viii)(A)	200.00	200.00
1 Television and 1 Couch	Utah Code Ann. § 78B-5-506(1)(a)	500.00	500.00
Clothing	Utah Code Ann. § 78B-5-505(1)(a)(viii)(D)	500.00	500.00
2000 Chevy Impala (1/2 Interest)	Utah Code Ann. § 78B-5-506(3)	2,500.00	8,045.00
2 Horses	Utah Code Ann. § 78B-5-506(1)(d)	500.00	2,000.00

Total:	4,200.00	11,245.00
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0 continuation sheets attached to Schedule of Property Claimed as Exempt

Case No. 11-20679

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

In re **Neldon P Johnson**

Case No. **11-20679**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☒ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

**Taxes and Certain Other Debts
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
									AMOUNT ENTITLED TO PRIORITY
Account No.									
Internal Revenue Service Centralized Insolvency Operations Po Box 21126 Philadelphia, PA 19114-0326		H						Unknown	Unknown
								Unknown	0.00
Account No.									
Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346		-						Unknown	Unknown
								Unknown	0.00
Account No.									
Utah State Tax Commission Attn: Bankruptcy Unit 210 North 1950 West Salt Lake City, UT 84134		H						Unknown	Unknown
								Unknown	0.00
Account No.									
Account No.									
Subtotal								0.00	0.00
(Total of this page)								0.00	0.00
Total								0.00	0.00
(Report on Summary of Schedules)								0.00	0.00

Sheet **1** of **1** continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx6458 Capital One PO Box 26074 Richmond, VA 23260		H	Credit Card - Notice Only				0.00
Account No. 1030.1 Deseret Oasis Special SVC District PO Box 866 Delta, UT 84624		J	Monthly Water, Sewer & Trash				30.00
Account No. xxxx7973 Direct TV PO Box 78626 Phoenix, AZ 85062-8626		J	Monthly Monthly Cable Service				98.24
Account No. xxxxxxxxxxxx7978 Farwest Bank Po Box 790408 Saint Louis, MO 63179-0408		H	Credit Card - Notice Only				0.00
Subtotal (Total of this page)							128.24

2 continuation sheets attached

In re **Neldon P Johnson**Case No. **11-20679**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. xxx-xxx-xxxx-xx0506-8 Frontier 1398 S Woodland Blvd Deland, FL 32720-7731		J	Varies Monthly Monthly Telephone/Internet				68.28
Account No. Glenda Eldoris Johnson 4035 South 4000 West Delta, UT 84624		H					0.00
Account No. LaGrand Todd Johnson 1309 North 550 West Pleasant Grove, UT 84062		H					0.00
Account No. xxxxxx8484 Qwest Gas PO Box 45841 Salt Lake City, UT 84139-0001		H	Monthly Utilities				103.74
Account No. Randale Paul Johnson 1904 West 960 North Provo, UT 84604		H					0.00
Sheet no. 1 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 172.02

B6F (Official Form 6F) (12/07) - Cont.

In re **Neldon P Johnson**

Case No. **11-20679**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. RC Wiley 40 East University Parkway Orem, UT 84058		H	Line of Credit for Television and Couch Purchase			1,094.00
Account No. xxxx xxxx xxxx 9259 Zales 575 E University Ave #B30 Orem, UT 84058		H	Notice Only			0.00
Account No. 						
Account No. 						
Account No. 						
Sheet no. 2 of 2 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims	Subtotal (Total of this page)					1,094.00
Total (Report on Summary of Schedules)					1,394.26	

Case No. 11-20679

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

In re **Neldon P Johnson**

Case No. **11-20679**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
W E Hamilton Associates 2132 Keller Lane Salt Lake City, UT 84109	Zions Bank #1 South Main Street, Suite 1450 PO Box 26304 Salt Lake City, UT 84111

B6I (Official Form 6I) (12/07)

In re **Neldon P Johnson**Case No. **11-20679**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): None.	AGE(S):
Employment:	DEBTOR	SPOUSE
Occupation		
Name of Employer	RETIRED	Self Employed
How long employed		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ <u>0.00</u>	\$ <u>5,000.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

3. SUBTOTAL

\$ <u>0.00</u>	\$ <u>5,000.00</u>
----------------	--------------------

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
b. Insurance
c. Union dues
d. Other (Specify):

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ <u>0.00</u>	\$ <u>0.00</u>
----------------	----------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ <u>0.00</u>	\$ <u>5,000.00</u>
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7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance (Specify):

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>72.50</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

12. Pension or retirement income

13. Other monthly income (Specify):

\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>
\$ <u>0.00</u>	\$ <u>0.00</u>

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ <u>0.00</u>	\$ <u>72.50</u>
----------------	-----------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ <u>0.00</u>	\$ <u>5,072.50</u>
----------------	--------------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ <u>5,072.50</u>

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

In re Neldon P Johnson

Debtor(s)

Case No. 11-20679**SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>0.00</u>
a. Are real estate taxes included?	Yes <u> </u> No <u>X</u>		
b. Is property insurance included?	Yes <u> </u> No <u>X</u>		
2. Utilities:		\$	
a. Electricity and heating fuel		\$	<u>198.50</u>
b. Water and sewer		\$	<u>40.00</u>
c. Telephone		\$	<u>82.88</u>
d. Other <u>See Detailed Expense Attachment</u>		\$	<u>110.29</u>
3. Home maintenance (repairs and upkeep)		\$	<u>100.00</u>
4. Food		\$	<u>150.00</u>
5. Clothing		\$	<u>25.00</u>
6. Laundry and dry cleaning		\$	<u>50.00</u>
7. Medical and dental expenses		\$	<u>150.00</u>
8. Transportation (not including car payments)		\$	<u>500.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>50.00</u>
10. Charitable contributions		\$	<u>10.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	
a. Homeowner's or renter's		\$	<u>0.00</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>0.00</u>
d. Auto		\$	<u>110.00</u>
e. Other		\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments)		\$	
(Specify)		\$	<u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)			
a. Auto		\$	<u>900.00</u>
b. Other <u>RC Wiley</u>		\$	<u>250.00</u>
c. Other <u>WorldMark - Wyndham - Timeshare</u>		\$	<u>50.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other		\$	<u>0.00</u>
Other		\$	<u>0.00</u>
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)		\$	<u>2,776.67</u>
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:			

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	<u>5,072.50</u>
b. Average monthly expenses from Line 18 above	\$	<u>2,776.67</u>
c. Monthly net income (a. minus b.)	\$	<u>2,295.83</u>

Garbage	\$	20.00
Direct TV	\$	90.29
Total Other Utility Expenditures	\$	110.29

B6 Declaration (Official Form 6 - Declaration), (12/07)

United States Bankruptcy Court
District of Utah

In re Neldon P Johnson

Debtor(s)

Case No. 11-20679

Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 1020 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date February 3, 2011

Signature /s/ Neldon P Johnson

Neldon P Johnson

Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

In re **Neldon P Johnson**

Debtor(s)

Case Number: **11-20679**

(If known)

According to the information required to be entered on this statement (check one box as directed in Part I, III, or VI of this statement):

☐ The presumption arises.☒ The presumption does not arise.☐ The presumption is temporarily inapplicable.

CHAPTER 7 STATEMENT OF CURRENT MONTHLY INCOME AND MEANS-TEST CALCULATION

In addition to Schedules I and J, this statement must be completed by every individual chapter 7 debtor, whether or not filing jointly. Unless the exclusion in Line 1C applies, joint debtors may complete a single statement. If the exclusion in Line 1C applies, each joint filer must complete a separate statement.

Part I. MILITARY AND NON-CONSUMER DEBTORS

1A	<p>Disabled Veterans. If you are a disabled veteran described in the Declaration in this Part IA, (1) check the box at the beginning of the Declaration, (2) check the box for "The presumption does not arise" at the top of this statement, and (3) complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input type="checkbox"/> Declaration of Disabled Veteran. By checking this box, I declare under penalty of perjury that I am a disabled veteran (as defined in 38 U.S.C. § 3741(1)) whose indebtedness occurred primarily during a period in which I was on active duty (as defined in 10 U.S.C. § 101(d)(1)) or while I was performing a homeland defense activity (as defined in 32 U.S.C. § 901(1)).</p>
1B	<p>Non-consumer Debtors. If your debts are not primarily consumer debts, check the box below and complete the verification in Part VIII. Do not complete any of the remaining parts of this statement.</p> <p><input checked="" type="checkbox"/> Declaration of non-consumer debts. By checking this box, I declare that my debts are not primarily consumer debts.</p>
1C	<p>Reservists and National Guard Members; active duty or homeland defense activity. Members of a reserve component of the Armed Forces and members of the National Guard who were called to active duty (as defined in 10 U.S.C. § 101(d)(1)) after September 11, 2001, for a period of at least 90 days, or who have performed homeland defense activity (as defined in 32 U.S.C. § 901(1)) for a period of at least 90 days, are excluded from all forms of means testing during the time of active duty or homeland defense activity and for 540 days thereafter (the "exclusion period"). If you qualify for this temporary exclusion, (1) check the appropriate boxes and complete any required information in the Declaration of Reservists and National Guard Members below, (2) check the box for "The presumption is temporarily inapplicable" at the top of this statement, and (3) complete the verification in Part VIII. During your exclusion period you are not required to complete the balance of this form, but you must complete the form no later than 14 days after the date on which your exclusion period ends, unless the time for filing a motion raising the means test presumption expires in your case before your exclusion period ends.</p> <p><input type="checkbox"/> Declaration of Reservists and National Guard Members. By checking this box and making the appropriate entries below, I declare that I am eligible for a temporary exclusion from means testing because, as a member of a reserve component of the Armed Forces or the National Guard</p> <div style="margin-left: 40px;"> <p>a. <input type="checkbox"/> I was called to active duty after September 11, 2001, for a period of at least 90 days and</p> <div style="margin-left: 20px;"> <input type="checkbox"/> I remain on active duty /or/</div> <p><input type="checkbox"/> I was released from active duty on _____, which is less than 540 days before this bankruptcy case was filed;</p> <p style="text-align: center;">OR</p> <p>b. <input type="checkbox"/> I am performing homeland defense activity for a period of at least 90 days /or/</p> <p><input type="checkbox"/> I performed homeland defense activity for a period of at least 90 days, terminating on _____, which is less than 540 days before this bankruptcy case was filed.</p> </div>

Part II. CALCULATION OF MONTHLY INCOME FOR § 707(b)(7) EXCLUSION

2	Marital/filing status. Check the box that applies and complete the balance of this part of this statement as directed.	a. <input type="checkbox"/> Unmarried. Complete only Column A ("Debtor's Income") for Lines 3-11. b. <input type="checkbox"/> Married, not filing jointly, with declaration of separate households. By checking this box, debtor declares under penalty of perjury: "My spouse and I are legally separated under applicable non-bankruptcy law or my spouse and I are living apart other than for the purpose of evading the requirements of § 707(b)(2)(A) of the Bankruptcy Code." Complete only column A ("Debtor's Income") for Lines 3-11. c. <input type="checkbox"/> Married, not filing jointly, without the declaration of separate households set out in Line 2.b above. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11. d. <input type="checkbox"/> Married, filing jointly. Complete both Column A ("Debtor's Income") and Column B ("Spouse's Income") for Lines 3-11.																	
	All figures must reflect average monthly income received from all sources, derived during the six calendar months prior to filing the bankruptcy case, ending on the last day of the month before the filing. If the amount of monthly income varied during the six months, you must divide the six-month total by six, and enter the result on the appropriate line.	Column A Debtor's Income	Column B Spouse's Income																
3	Gross wages, salary, tips, bonuses, overtime, commissions.	\$	\$																
4	Income from the operation of a business, profession or farm. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 4. If you operate more than one business, profession or farm, enter aggregate numbers and provide details on an attachment. Do not enter a number less than zero. Do not include any part of the business expenses entered on Line b as a deduction in Part V. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%;">Debtor</th> <th style="width: 15%;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td>Gross receipts</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary business expenses</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>c.</td> <td>Business income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>			Debtor	Spouse	a.	Gross receipts	\$	\$	b.	Ordinary and necessary business expenses	\$	\$	c.	Business income	Subtract Line b from Line a		\$	\$
		Debtor	Spouse																
a.	Gross receipts	\$	\$																
b.	Ordinary and necessary business expenses	\$	\$																
c.	Business income	Subtract Line b from Line a																	
5	Rents and other real property income. Subtract Line b from Line a and enter the difference in the appropriate column(s) of Line 5. Do not enter a number less than zero. Do not include any part of the operating expenses entered on Line b as a deduction in Part V. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%;">Debtor</th> <th style="width: 15%;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td>Gross receipts</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td>Ordinary and necessary operating expenses</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>c.</td> <td>Rent and other real property income</td> <td colspan="2">Subtract Line b from Line a</td> </tr> </tbody> </table>			Debtor	Spouse	a.	Gross receipts	\$	\$	b.	Ordinary and necessary operating expenses	\$	\$	c.	Rent and other real property income	Subtract Line b from Line a		\$	\$
		Debtor	Spouse																
a.	Gross receipts	\$	\$																
b.	Ordinary and necessary operating expenses	\$	\$																
c.	Rent and other real property income	Subtract Line b from Line a																	
6	Interest, dividends, and royalties.	\$	\$																
7	Pension and retirement income.	\$	\$																
8	Any amounts paid by another person or entity, on a regular basis, for the household expenses of the debtor or the debtor's dependents, including child support paid for that purpose. Do not include alimony or separate maintenance payments or amounts paid by your spouse if Column B is completed.	\$	\$																
9	Unemployment compensation. Enter the amount in the appropriate column(s) of Line 9. However, if you contend that unemployment compensation received by you or your spouse was a benefit under the Social Security Act, do not list the amount of such compensation in Column A or B, but instead state the amount in the space below: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 40%;">Unemployment compensation claimed to be a benefit under the Social Security Act</td> <td style="width: 30%;">Debtor \$</td> <td style="width: 30%;">Spouse \$</td> </tr> </table>	Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$	Spouse \$	\$	\$													
Unemployment compensation claimed to be a benefit under the Social Security Act	Debtor \$	Spouse \$																	
10	Income from all other sources. Specify source and amount. If necessary, list additional sources on a separate page. Do not include alimony or separate maintenance payments paid by your spouse if Column B is completed, but include all other payments of alimony or separate maintenance. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, crime against humanity, or as a victim of international or domestic terrorism. <table border="1" style="width: 100%; margin-top: 5px;"> <thead> <tr> <th colspan="2"></th> <th style="width: 15%;">Debtor</th> <th style="width: 15%;">Spouse</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">a.</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>b.</td> <td></td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table> Total and enter on Line 10			Debtor	Spouse	a.		\$	\$	b.		\$	\$	\$	\$				
		Debtor	Spouse																
a.		\$	\$																
b.		\$	\$																
11	Subtotal of Current Monthly Income for § 707(b)(7). Add Lines 3 thru 10 in Column A, and, if Column B is completed, add Lines 3 through 10 in Column B. Enter the total(s).	\$	\$																
12	Total Current Monthly Income for § 707(b)(7). If Column B has been completed, add Line 11, Column A to Line 11, Column B, and enter the total. If Column B has not been completed, enter the amount from Line 11, Column A.	\$																	

Part III. APPLICATION OF § 707(b)(7) EXCLUSION

13	Annualized Current Monthly Income for § 707(b)(7). Multiply the amount from Line 12 by the number 12 and enter the result.	\$
14	Applicable median family income. Enter the median family income for the applicable state and household size. (This information is available by family size at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) a. Enter debtor's state of residence: _____ b. Enter debtor's household size: _____	\$
15	Application of Section 707(b)(7). Check the applicable box and proceed as directed. <input type="checkbox"/> The amount on Line 13 is less than or equal to the amount on Line 14. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete Part VIII; do not complete Parts IV, V, VI or VII. <input type="checkbox"/> The amount on Line 13 is more than the amount on Line 14. Complete the remaining parts of this statement.	

Complete Parts IV, V, VI, and VII of this statement only if required. (See Line 15.)

Part IV. CALCULATION OF CURRENT MONTHLY INCOME FOR § 707(b)(2)

16	Enter the amount from Line 12.	\$												
17	Marital adjustment. If you checked the box at Line 2.c, enter on Line 17 the total of any income listed in Line 11, Column B that was NOT paid on a regular basis for the household expenses of the debtor or the debtor's dependents. Specify in the lines below the basis for excluding the Column B income (such as payment of the spouse's tax liability or the spouse's support of persons other than the debtor or the debtor's dependents) and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page. If you did not check box at Line 2.c, enter zero.	\$												
	<table border="1"> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> <tr> <td>d.</td> <td></td> <td>\$</td> </tr> </table>	a.		\$	b.		\$	c.		\$	d.		\$	
a.		\$												
b.		\$												
c.		\$												
d.		\$												
	Total and enter on Line 17	\$												
18	Current monthly income for § 707(b)(2). Subtract Line 17 from Line 16 and enter the result.	\$												

Part V. CALCULATION OF DEDUCTIONS FROM INCOME**Subpart A: Deductions under Standards of the Internal Revenue Service (IRS)**

19A	National Standards: food, clothing and other items. Enter in Line 19A the "Total" amount from IRS National Standards for Food, Clothing and Other Items for the applicable household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																
19B	National Standards: health care. Enter in Line a1 below the amount from IRS National Standards for Out-of-Pocket Health Care for persons under 65 years of age, and in Line a2 the IRS National Standards for Out-of-Pocket Health Care for persons 65 years of age or older. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) Enter in Line b1 the number of members of your household who are under 65 years of age, and enter in Line b2 the number of members of your household who are 65 years of age or older. (The total number of household members must be the same as the number stated in Line 14b.) Multiply Line a1 by Line b1 to obtain a total amount for household members under 65, and enter the result in Line c1. Multiply Line a2 by Line b2 to obtain a total amount for household members 65 and older, and enter the result in Line c2. Add Lines c1 and c2 to obtain a total health care amount, and enter the result in Line 19B.	\$																
	<table border="1"> <thead> <tr> <th colspan="2">Household members under 65 years of age</th> <th colspan="2">Household members 65 years of age or older</th> </tr> </thead> <tbody> <tr> <td>a1.</td> <td>Allowance per member</td> <td>a2.</td> <td>Allowance per member</td> </tr> <tr> <td>b1.</td> <td>Number of members</td> <td>b2.</td> <td>Number of members</td> </tr> <tr> <td>c1.</td> <td>Subtotal</td> <td>c2.</td> <td>Subtotal</td> </tr> </tbody> </table>	Household members under 65 years of age		Household members 65 years of age or older		a1.	Allowance per member	a2.	Allowance per member	b1.	Number of members	b2.	Number of members	c1.	Subtotal	c2.	Subtotal	\$
Household members under 65 years of age		Household members 65 years of age or older																
a1.	Allowance per member	a2.	Allowance per member															
b1.	Number of members	b2.	Number of members															
c1.	Subtotal	c2.	Subtotal															
20A	Local Standards: housing and utilities; non-mortgage expenses. Enter the amount of the IRS Housing and Utilities Standards; non-mortgage expenses for the applicable county and household size. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)	\$																
20B	Local Standards: housing and utilities; mortgage/rent expense. Enter, in Line a below, the amount of the IRS Housing and Utilities Standards; mortgage/rent expense for your county and household size (this information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter on Line b the total of the Average Monthly Payments for any debts secured by your home, as stated in Line 42; subtract Line b from Line a and enter the result in Line 20B. Do not enter an amount less than zero.	\$																
	<table border="1"> <tr> <td>a.</td> <td>IRS Housing and Utilities Standards; mortgage/rental expense</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net mortgage/rental expense</td> <td>Subtract Line b from Line a.</td> </tr> </table>	a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$	b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42	\$	c.	Net mortgage/rental expense	Subtract Line b from Line a.	\$							
a.	IRS Housing and Utilities Standards; mortgage/rental expense	\$																
b.	Average Monthly Payment for any debts secured by your home, if any, as stated in Line 42	\$																
c.	Net mortgage/rental expense	Subtract Line b from Line a.																

21	Local Standards: housing and utilities; adjustment. If you contend that the process set out in Lines 20A and 20B does not accurately compute the allowance to which you are entitled under the IRS Housing and Utilities Standards, enter any additional amount to which you contend you are entitled, and state the basis for your contention in the space below: 		\$									
22A	Local Standards: transportation; vehicle operation/public transportation expense. You are entitled to an expense allowance in this category regardless of whether you pay the expenses of operating a vehicle and regardless of whether you use public transportation. Check the number of vehicles for which you pay the operating expenses or for which the operating expenses are included as a contribution to your household expenses in Line 8. <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more. If you checked 0, enter on Line 22A the "Public Transportation" amount from IRS Local Standards: Transportation. If you checked 1 or 2 or more, enter on Line 22A the "Operating Costs" amount from IRS Local Standards: Transportation for the applicable number of vehicles in the applicable Metropolitan Statistical Area or Census Region. (These amounts are available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)		\$									
22B	Local Standards: transportation; additional public transportation expense. If you pay the operating expenses for a vehicle and also use public transportation, and you contend that you are entitled to an additional deduction for you public transportation expenses, enter on Line 22B the "Public Transportation" amount from IRS Local Standards: Transportation. (This amount is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)		\$									
23	Local Standards: transportation ownership/lease expense; Vehicle 1. Check the number of vehicles for which you claim an ownership/lease expense. (You may not claim an ownership/lease expense for more than two vehicles.) <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 1, as stated in Line 42; subtract Line b from Line a and enter the result in Line 23. Do not enter an amount less than zero. <table border="1" style="width: 100%;"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 1</td> <td>Subtract Line b from Line a.</td> </tr> </table>		a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42	\$	c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$										
b.	Average Monthly Payment for any debts secured by Vehicle 1, as stated in Line 42	\$										
c.	Net ownership/lease expense for Vehicle 1	Subtract Line b from Line a.										
24	Local Standards: transportation ownership/lease expense; Vehicle 2. Complete this Line only if you checked the "2 or more" Box in Line 23. Enter, in Line a below, the "Ownership Costs" for "One Car" from the IRS Local Standards: Transportation (available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court); enter in Line b the total of the Average Monthly Payments for any debts secured by Vehicle 2, as stated in Line 42; subtract Line b from Line a and enter the result in Line 24. Do not enter an amount less than zero. <table border="1" style="width: 100%;"> <tr> <td>a.</td> <td>IRS Transportation Standards, Ownership Costs</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Net ownership/lease expense for Vehicle 2</td> <td>Subtract Line b from Line a.</td> </tr> </table>		a.	IRS Transportation Standards, Ownership Costs	\$	b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42	\$	c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.	\$
a.	IRS Transportation Standards, Ownership Costs	\$										
b.	Average Monthly Payment for any debts secured by Vehicle 2, as stated in Line 42	\$										
c.	Net ownership/lease expense for Vehicle 2	Subtract Line b from Line a.										
25	Other Necessary Expenses: taxes. Enter the total average monthly expense that you actually incur for all federal, state and local taxes, other than real estate and sales taxes, such as income taxes, self employment taxes, social security taxes, and Medicare taxes. Do not include real estate or sales taxes.		\$									
26	Other Necessary Expenses: involuntary deductions for employment. Enter the total average monthly payroll deductions that are required for your employment, such as retirement contributions, union dues, and uniform costs. Do not include discretionary amounts, such as voluntary 401(k) contributions.		\$									
27	Other Necessary Expenses: life insurance. Enter total average monthly premiums that you actually pay for term life insurance for yourself. Do not include premiums for insurance on your dependents, for whole life or for any other form of insurance.		\$									
28	Other Necessary Expenses: court-ordered payments. Enter the total monthly amount that you are required to pay pursuant to the order of a court or administrative agency, such as spousal or child support payments. Do not include payments on past due obligations included in Line 44.		\$									

29	Other Necessary Expenses: education for employment or for a physically or mentally challenged child. Enter the total average monthly amount that you actually expend for education that is a condition of employment and for education that is required for a physically or mentally challenged dependent child for whom no public education providing similar services is available.		\$									
30	Other Necessary Expenses: childcare. Enter the total average monthly amount that you actually expend on childcare - such as baby-sitting, day care, nursery and preschool. Do not include other educational payments.		\$									
31	Other Necessary Expenses: health care. Enter the total average monthly amount that you actually expend on health care that is required for the health and welfare of yourself or your dependents, that is not reimbursed by insurance or paid by a health savings account, and that is in excess of the amount entered in Line 19B. Do not include payments for health insurance or health savings accounts listed in Line 34.		\$									
32	Other Necessary Expenses: telecommunication services. Enter the total average monthly amount that you actually pay for telecommunication services other than your basic home telephone and cell phone service - such as pagers, call waiting, caller id, special long distance, or internet service - to the extent necessary for your health and welfare or that of your dependents. Do not include any amount previously deducted.		\$									
33	Total Expenses Allowed under IRS Standards. Enter the total of Lines 19 through 32.		\$									
Subpart B: Additional Living Expense Deductions												
Note: Do not include any expenses that you have listed in Lines 19-32												
34	Health Insurance, Disability Insurance, and Health Savings Account Expenses. List the monthly expenses in the categories set out in lines a-c below that are reasonably necessary for yourself, your spouse, or your dependents. <table border="1" style="width: 100%;"> <tr> <td>a.</td> <td>Health Insurance</td> <td>\$</td> </tr> <tr> <td>b.</td> <td>Disability Insurance</td> <td>\$</td> </tr> <tr> <td>c.</td> <td>Health Savings Account</td> <td>\$</td> </tr> </table> <p>Total and enter on Line 34.</p> <p>If you do not actually expend this total amount, state your actual total average monthly expenditures in the space below:</p> <p>\$</p>		a.	Health Insurance	\$	b.	Disability Insurance	\$	c.	Health Savings Account	\$	\$
a.	Health Insurance	\$										
b.	Disability Insurance	\$										
c.	Health Savings Account	\$										
35	Continued contributions to the care of household or family members. Enter the total average actual monthly expenses that you will continue to pay for the reasonable and necessary care and support of an elderly, chronically ill, or disabled member of your household or member of your immediate family who is unable to pay for such expenses.		\$									
36	Protection against family violence. Enter the total average reasonably necessary monthly expenses that you actually incurred to maintain the safety of your family under the Family Violence Prevention and Services Act or other applicable federal law. The nature of these expenses is required to be kept confidential by the court.		\$									
37	Home energy costs. Enter the total average monthly amount, in excess of the allowance specified by IRS Local Standards for Housing and Utilities, that you actually expend for home energy costs. You must provide your case trustee with documentation of your actual expenses, and you must demonstrate that the additional amount claimed is reasonable and necessary.		\$									
38	Education expenses for dependent children less than 18. Enter the total average monthly expenses that you actually incur, not to exceed \$147.92* per child, for attendance at a private or public elementary or secondary school by your dependent children less than 18 years of age. You must provide your case trustee with documentation of your actual expenses, and you must explain why the amount claimed is reasonable and necessary and not already accounted for in the IRS Standards.		\$									
39	Additional food and clothing expense. Enter the total average monthly amount by which your food and clothing expenses exceed the combined allowances for food and clothing (apparel and services) in the IRS National Standards, not to exceed 5% of those combined allowances. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.) You must demonstrate that the additional amount claimed is reasonable and necessary.		\$									
40	Continued charitable contributions. Enter the amount that you will continue to contribute in the form of cash or financial instruments to a charitable organization as defined in 26 U.S.C. § 170(c)(1)-(2).		\$									
41	Total Additional Expense Deductions under § 707(b). Enter the total of Lines 34 through 40		\$									

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Subpart C: Deductions for Debt Payment

42	Future payments on secured claims. For each of your debts that is secured by an interest in property that you own, list the name of the creditor, identify the property securing the debt, and state the Average Monthly Payment, and check whether the payment includes taxes or insurance. The Average Monthly Payment is the total of all amounts scheduled as contractually due to each Secured Creditor in the 60 months following the filing of the bankruptcy case, divided by 60. If necessary, list additional entries on a separate page. Enter the total of the Average Monthly Payments on Line 42.			
	Name of Creditor	Property Securing the Debt	Average Monthly Payment	Does payment include taxes or insurance?
a.			\$	<input type="checkbox"/> yes <input type="checkbox"/> no
			Total: Add Lines	\$
43	Other payments on secured claims. If any of debts listed in Line 42 are secured by your primary residence, a motor vehicle, or other property necessary for your support or the support of your dependents, you may include in your deduction 1/60th of any amount (the "cure amount") that you must pay the creditor in addition to the payments listed in Line 42, in order to maintain possession of the property. The cure amount would include any sums in default that must be paid in order to avoid repossession or foreclosure. List and total any such amounts in the following chart. If necessary, list additional entries on a separate page.			
	Name of Creditor	Property Securing the Debt	1/60th of the Cure Amount	
a.			\$	
			Total: Add Lines	\$
44	Payments on prepetition priority claims. Enter the total amount, divided by 60, of all priority claims, such as priority tax, child support and alimony claims, for which you were liable at the time of your bankruptcy filing. Do not include current obligations, such as those set out in Line 28.			\$
45	Chapter 13 administrative expenses. If you are eligible to file a case under Chapter 13, complete the following chart, multiply the amount in line a by the amount in line b, and enter the resulting administrative expense.			
a.	Projected average monthly Chapter 13 plan payment.		\$	
b.	Current multiplier for your district as determined under schedules issued by the Executive Office for United States Trustees. (This information is available at www.usdoj.gov/ust/ or from the clerk of the bankruptcy court.)		x	
c.	Average monthly administrative expense of Chapter 13 case		Total: Multiply Lines a and b	\$
46	Total Deductions for Debt Payment. Enter the total of Lines 42 through 45.			\$

Subpart D: Total Deductions from Income

47	Total of all deductions allowed under § 707(b)(2). Enter the total of Lines 33, 41, and 46.	\$
Part VI. DETERMINATION OF § 707(b)(2) PRESUMPTION		
48	Enter the amount from Line 18 (Current monthly income for § 707(b)(2))	\$
49	Enter the amount from Line 47 (Total of all deductions allowed under § 707(b)(2))	\$
50	Monthly disposable income under § 707(b)(2). Subtract Line 49 from Line 48 and enter the result.	\$
51	60-month disposable income under § 707(b)(2). Multiply the amount in Line 50 by the number 60 and enter the result.	\$
52	Initial presumption determination. Check the applicable box and proceed as directed. <input type="checkbox"/> The amount on Line 51 is less than \$7,025*. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII. Do not complete the remainder of Part VI. <input type="checkbox"/> The amount set forth on Line 51 is more than \$11,725* Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII. Do not complete the remainder of Part VI. <input type="checkbox"/> The amount on Line 51 is at least \$7,025*, but not more than \$11,725*. Complete the remainder of Part VI (Lines 53 through 55).	
53	Enter the amount of your total non-priority unsecured debt	\$
54	Threshold debt payment amount. Multiply the amount in Line 53 by the number 0.25 and enter the result.	\$

* Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

55	<p>Secondary presumption determination. Check the applicable box and proceed as directed.</p> <p><input type="checkbox"/> The amount on Line 51 is less than the amount on Line 54. Check the box for "The presumption does not arise" at the top of page 1 of this statement, and complete the verification in Part VIII.</p> <p><input type="checkbox"/> The amount on Line 51 is equal to or greater than the amount on Line 54. Check the box for "The presumption arises" at the top of page 1 of this statement, and complete the verification in Part VIII. You may also complete Part VII.</p>
----	---

Part VII. ADDITIONAL EXPENSE CLAIMS

56	<p>Other Expenses. List and describe any monthly expenses, not otherwise stated in this form, that are required for the health and welfare of you and your family and that you contend should be an additional deduction from your current monthly income under § 707(b)(2)(A)(ii)(I). If necessary, list additional sources on a separate page. All figures should reflect your average monthly expense for each item. Total the expenses.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 65%;">Expense Description</th> <th style="width: 30%;">Monthly Amount</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td>\$</td> </tr> <tr> <td>b.</td> <td></td> <td>\$</td> </tr> <tr> <td>c.</td> <td></td> <td>\$</td> </tr> <tr> <td>d.</td> <td></td> <td>\$</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total: Add Lines a, b, c, and d</td> <td>\$</td> </tr> </tbody> </table>		Expense Description	Monthly Amount	a.		\$	b.		\$	c.		\$	d.		\$	Total: Add Lines a, b, c, and d		\$
	Expense Description	Monthly Amount																	
a.		\$																	
b.		\$																	
c.		\$																	
d.		\$																	
Total: Add Lines a, b, c, and d		\$																	

Part VIII. VERIFICATION

57	<p>I declare under penalty of perjury that the information provided in this statement is true and correct. <i>(If this is a joint case, both debtors must sign.)</i></p> <p>Date: <u>February 3, 2011</u> Signature: <u>/s/ Neldon P Johnson</u></p> <p style="text-align: right;">Neldon P Johnson (Debtor)</p>
----	---

EXHIBIT 4

PARTNERSHIP ASSET PURCHASE AGREEMENT

This Partnership Asset Purchase Agreement, hereinafter referred to as the "Agreement", is made and entered into this 23 day of October, 2012, hereinafter referred to as the "Effective Date," by and between the N. P. Johnson Family Limited Partnership, a Utah limited partnership, 326 N SR 198 Salem, UT 84653, hereinafter referred to as the "SELLER", and Black Night Enterprises, Inc., a Nevis corporation, , #6 Solomon's Arcade, Main Street, Charleston, Nevis, hereinafter referred to as BUYER. SELLER and BUYER may be hereinafter referred to collectively as the "Parties".

BACKGROUND

1. SELLER is the owner of certain assets which are identified on the attached Exhibit "1", hereinafter referred to as the "Assets".
2. BUYER is desirous of purchasing the Assets from SELLER and SELLER is desirous of selling the Assets to BUYER.
3. BUYER and SELLER desire to enter into an agreement providing for the transfer to BUYER of the Assets in exchange for certain agreed upon consideration.

AGREEMENT

Now therefore, in consideration of the agreements, promises and covenants stated herein, the parties hereto agree as follows:

1. Transfer of Ownership and Acceptance of Assets. SELLER does hereby convey, transfer and assign to BUYER, and BUYER does hereby accept all of the rights, title and interest of the SELLER in the Assets. SELLER agrees to execute all necessary documents and to take all necessary action as may be requested from BUYER or its successor from time to time to effectuate the foregoing conveyance, transfer and assignment. SELLER shall execute, concurrently with the execution of this Agreement, an Assignment, in the form attached as Exhibit "2" of SELLER's rights in the Patents and Applications identified on Exhibit "1", and shall execute a Quitclaim Deed for the Texas Property in the form attached as Exhibit "3".
2. Representations of SELLER Regarding Patents or Applications. SELLER makes no representations or warranties regarding the Patents or Applications for Patent, identified on the attached Exhibit "1", hereinafter referred to collectively as the "Patents", other than, to the best of the knowledge of SELLER, that SELLER is the assignee of record with the United States Patent and Trademark Office of the Patents. Specifically, and without limitation, SELLER makes no representations or warranties regarding the validity or enforceability of any of the

Patents, and makes no representations or warranties regarding the probability that a patent, U.S. or foreign, will be issued on any pending application. BUYER acknowledges that any of all of the Patents and any or all of the pending patent applications identified on the attached Exhibit "1" may be subject to an existing license and BUYER hereby consents to any and all such licenses and acknowledges that BUYER takes the Patents and pending applications identified on the attached Exhibit "1" subject to any and all such licenses and agrees to be bound thereby.

3. Consideration for Transfer of Assets. In consideration for the foregoing conveyances, transfers and assignments of the Assets to BUYER, BUYER shall issue, to the following individual and entity designees of SELLER, the shares of stock in BUYER as stated below:

	<u>Share Recipient</u>	<u>Number of Shares</u>
a.	DCL 16A, Inc., a Utah corporation	2,000
b.	Roger Hamblin	2,000
c.	LaGrand T. Johnson	1,500
d.	Randale P. Johnson	1,500
e.	The LaGrand T. Johnson Family Trust	1,500
f.	The Randale P. Johnson Family Trust	<u>1,500</u>
	TOTAL NUMBER OF SHARES	10,000

Share certificates shall be duly issued, executed and delivered to the foregoing Share Recipients, within thirty (30) days of the Effective Date.

4. Acknowledgement of Partnership Interests. SELLER represents and acknowledges that the foregoing Share Recipients constitute all of the owners of partnership interests in SELLER. Concurrently with the execution of this Agreement, the foregoing Share Recipients shall execute the Consent to Agreement and Sale of Assets attached as Exhibit "4".

5. Governing Law. This Agreement shall be construed in accordance with the laws of Nevils.

6. Further Assurances. The parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

8. Disputes. The Parties agree that the exclusive venue for any litigation or other proceedings relating to disputes arising out of this Agreement or the transactions, events or occurrences related thereto, shall be the Courts of Nevis. Each of the Parties hereby submits to the jurisdiction of the Courts of Nevis.

9. Attorney's Fees. In the event of the breach of this Agreement by any of the parties, the injured party or parties shall be entitled to recover their costs and attorney fees incurred in enforcing this Agreement and in pursuing appropriate remedies at law or equity.

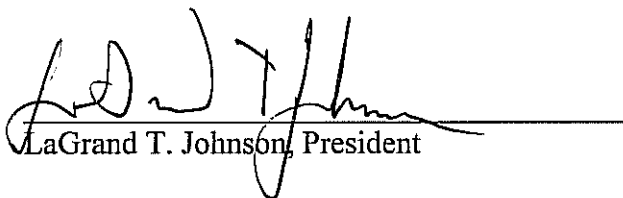
10. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Executed the Effective Date stated above.

BUYER – BLACK NIGHT ENTERPRISES, INC.


LaGrand T. Johnson, President

SELLER – N. P. JOHNSON FAMILY LIMITED PARTNERSHIP

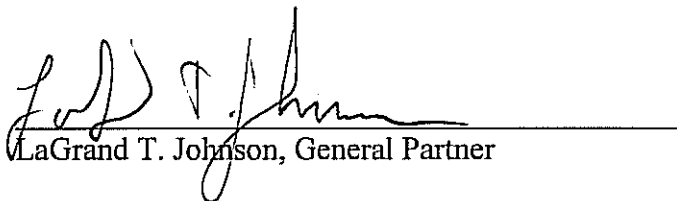

LaGrand T. Johnson, General Partner

EXHIBIT “1”**ASSETS TRANSFERRED****I. PATENTS**

The following U.S. Patents, as well as one or more foreign patent applications or patents, which are based on one or more of the U.S. Patents listed below:

	<u>Patent No.</u>	<u>Title of Invention</u>
(1)	7,789,652	Fresnel lens angular segment manufacturing apparatus and method
(2)	7,789,651	Fresnel lens angular segment manufacturing apparatus and method
(3)	7,789,650	Fresnel lens angular segment manufacturing apparatus and method
(4)	7,705,560	Voltage controller

Assignment of the foregoing Patents and Applications is subject to any license granted by N. P. Johnson Family Limited Partnership prior to the execution of this Agreement.

II. PREFERRED SHARES OF IAUS

Five Million (5,000,000) Shares of Series 1 Class A Preferred Stock of International Automated Systems, Inc. (IAUS), these shares having no par value per share and having voting powers in the amount of ten (10) votes for each share, in person or by proxy, voting with the common stock on all matters; the shares are not be subject to redemption; the shares do not have any preferential rights upon dissolution or distribution; the shares do not have any rights of or to dividends; and the shares are not be convertible into common stock of IAUS.

III. WARRANTS – OPTION TO PURCHASE IAUS SHARES

An Option to Purchase Fifty Million (50,000,000) restricted shares of the common stock of IAUS, with the terms of the Option to Purchase being set forth in the “Warrant Agreement” previously assigned to NP Johnson Family LPS, a copy of which is attached Exhibit “A”.

IV. REAL PROPERTY

A fifty-percent (50%) undivided interest in that certain real property (the “Texas Property”) located in the State of Texas, which is described on the attached Exhibit “B”. The property is raw land and is subject to a Mortgage or Trust Deed in an amount which is approximately equal to the value of the Texas Property.

EXHIBIT "3"

QUITCLAIM DEED

STATE OF TEXAS

COUNTY OF _____

N. P. Johnson Family Limited Partnership, a Utah limited partnership, of 326 North SR 198, Salem, Utah 84653, Grantor, for and in consideration of the sum of ten dollars and no cents (\$10.00), and other good and valuable consideration, paid by the Grantee named in this deed, the receipt of which is hereby acknowledged, has quitclaimed, and by this instrument does quitclaim, to Black Night Enterprises, Inc., a Nevis corporation, #6 Solomon's Arcade, Main Street, Charleston, Nevis, Grantee, a fifty percent (50%) undivided interest in all of its right, title and interest in and to the real property situated in Howard County, Texas, and described as:

SC 36 BK 32 1N
009 ACQ 031306
BLK/TRACT 32 1N 608.68 ACRES

Serial No.: 51436000100 (46407-1/101933)

Grantor grants, to have and to hold, a fifty percent (50%) undivided interest in all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee, and to its heirs and assigns forever, so that neither Grantor nor Grantor's heirs, legal representatives, or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

EXECUTED on _____ [date].

N. P. Johnson Family Limited Partnership

By: LaGrand T. Johnson
Its: General Partner

Name & Address of Grantee:

Black Night Enterprises, Inc., a Nevis corporation
#6 Solomon's Arcade, Main Street
Charleston, Nevis

STATE OF UTAH

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared LaGrand T. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was the General Partner of N. P. Johnson Family Limited Partnership and that he executed the same on behalf of General Partner of N. P. Johnson Family Limited Partnership for the purposes and consideration therein expressed.

This instrument was acknowledged before me on the ____ day of _____, 2012, by LaGrand T. Johnson.

[Signature of Notary Public]

[Typed or printed name]

Notary Public in and for the State of Utah

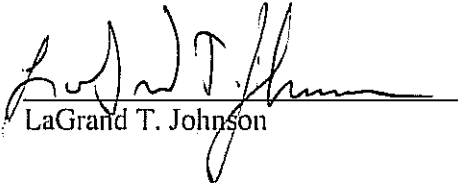
My commission expires: _____


CONSENT TO AGREEMENT AND SALE OF ASSETS

Pursuant to the Amended and Restated Limited Partnership Agreement of N.P. Johnson Family Limited Partnership, LaGrand T. Johnson, Randale P. Johnson, The LaGrand T. Johnson Family Trust, The Randale P. Johnson Family Trust, and Roger Hamblin, constituting all of the limited partners of N.P. Johnson Family Limited Partnership, a Utah limited partnership, and DCL-16A, Inc., a Utah Corporation, and LaGrand T. Johnson, constituting all of the general partners of N.P. Johnson Family Limited Partnership, do hereby confirm our consent to the entry by the N.P. Johnson Family Limited Partnership into the PARTNERSHIP ASSET PURCHASE AGREEMENT of October 23, 2012, and do hereby confirm our consent to the sale, transfer and assignment of the Partnership Assets listed on Exhibit "1" of the PARTNERSHIP ASSET PURCHASE AGREEMENT to Black Night Enterprises, Inc., and do otherwise hereby confirm our consent to all of the agreements, terms, conditions, and covenants set forth in the PARTNERSHIP ASSET PURCHASE AGREEMENT.

Dated this 23 day of Oct, 2012

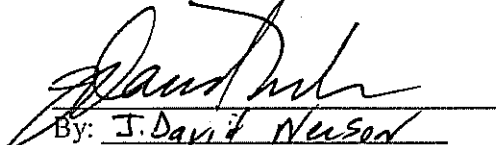
LIMITED PARTNERS

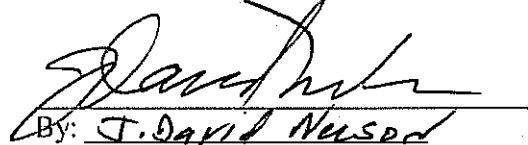

LaGrand T. Johnson

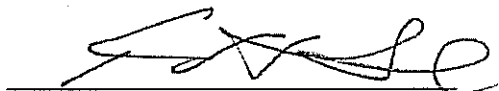

Randale P. Johnson

LAGRAND T. JOHNSON
FAMILY TRUST

RANDALE P. JOHNSON
FAMILY TRUST

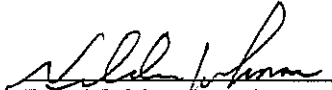

By: J. David Neeson
Its: Trustee


By: J. David Neeson
Its: Trustee


Roger Hamblin

GENERAL PARTNERS

DCL-16A, INC.


By: Neldon P. Johnson

Its: President

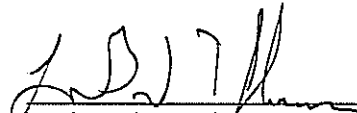

LaGrand T. Johnson

EXHIBIT 5

PARTNERSHIP ASSET PURCHASE AGREEMENT

This Partnership Asset Purchase Agreement, hereinafter referred to as the "Agreement", is made and entered into this 23 day of October, 2012, hereinafter referred to as the "Effective Date," by and between the N. P. Johnson Family Limited Partnership, a Utah limited partnership, 326 N SR 198 Salem, UT 84653, hereinafter referred to as the "SELLER", and Starlite Holdings, Inc., a Nevis corporation, #6 Solomon's Arcade, Main Street, Charleston, Nevis, hereinafter referred to as BUYER. SELLER and BUYER may be hereinafter referred to collectively as the "Parties".

BACKGROUND

1. SELLER is the owner of certain assets which are identified on the attached Exhibit "1", hereinafter referred to as the "Assets".
2. BUYER is desirous of purchasing the Assets from SELLER and SELLER is desirous of selling the Assets to BUYER.
3. BUYER and SELLER desire to enter into an agreement providing for the transfer to BUYER of the Assets in exchange for certain agreed upon consideration.

AGREEMENT

Now therefore, in consideration of the agreements, promises and covenants stated herein, the parties hereto agree as follows:

1. Transfer of Ownership and Acceptance of Assets. SELLER does hereby convey, transfer and assign to BUYER, and BUYER does hereby accept all of the rights, title and interest of the SELLER in the Assets. SELLER agrees to execute all necessary documents and to take all necessary action as may be requested from BUYER or its successor from time to time to effectuate the foregoing conveyance, transfer and assignment. SELLER shall execute, concurrently with the execution of this Agreement, an Assignment, in the form attached as Exhibit "2" of SELLER's rights in the Patents and Applications identified on Exhibit "1", and shall execute a Quitclaim Deed for the Texas Property in the form attached as Exhibit "3".
2. Representations of SELLER Regarding Patents or Applications. SELLER makes no representations or warranties regarding the Patents or Applications for Patent, identified on the attached Exhibit "1", hereinafter referred to collectively as the "Patents", other than, to the best of the knowledge of SELLER, that SELLER is the assignee of record with the United States Patent and Trademark Office of the Patents. Specifically, and without limitation, SELLER makes no representations or warranties regarding the validity or enforceability of any of the

Patents, and makes no representations or warranties regarding the probability that a patent, U.S. or foreign, will be issued on any pending application. BUYER acknowledges that any of all of the Patents and any or all of the pending patent applications identified on the attached Exhibit "1" may be subject to an existing license and BUYER hereby consents to any and all such licenses and acknowledges that BUYER takes the Patents and pending applications identified on the attached Exhibit "1" subject to any and all such licenses and agrees to be bound thereby.

3. Consideration for Transfer of Assets. In consideration for the foregoing conveyances, transfers and assignments of the Assets to BUYER, BUYER shall issue, to the following individual and entity designees of SELLER, the shares of stock in BUYER as stated below:

	<u>Share Recipient</u>	<u>Number of Shares</u>
a.	DCL 16A, Inc., a Utah corporation	2,000
b.	Roger Hamblin	2,000
c.	LaGrand T. Johnson	1,500
d.	Randale P. Johnson	1,500
e.	The LaGrand T. Johnson Family Trust	1,500
f.	The Randale P. Johnson Family Trust	<u>1,500</u>
	TOTAL NUMBER OF SHARES	10,000

Share certificates shall be duly issued, executed and delivered to the foregoing Share Recipients, within thirty (30) days of the Effective Date.

4. Acknowledgement of Partnership Interests. SELLER represents and acknowledges that the foregoing Share Recipients constitute all of the owners of partnership interests in SELLER. Concurrently with the execution of this Agreement, the foregoing Share Recipients shall execute the Consent to Agreement and Sale of Assets attached as Exhibit "4".

5. Governing Law. This Agreement shall be construed in accordance with the laws of Nevis.

6. Further Assurances. The parties agree to execute whatever documents and to take whatever action may be required from time to time to effectuate the terms and provisions of this Agreement.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, administrators, executors and assigns of the Parties hereto.

8. Disputes. The Parties agree that the exclusive venue for any litigation or other proceedings relating to disputes arising out of this Agreement or the transactions, events or occurrences related thereto, shall be the Courts of Nevis. Each of the Parties hereby submits to the jurisdiction of the Courts of Nevis.

9. Attorney's Fees. In the event of the breach of this Agreement by any of the parties, the injured party or parties shall be entitled to recover their costs and attorney fees incurred in enforcing this Agreement and in pursuing appropriate remedies at law or equity.

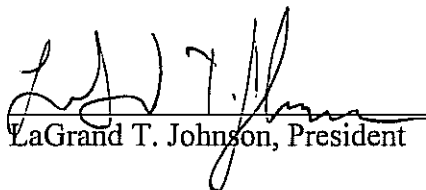
10. No Presumption Against Drafting Party. This Agreement has been drafted by all Parties and is not to be construed in favor of or against any Party, regardless of which Party drafted or participated in the drafting of its terms.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Executed the Effective Date stated above.

BUYER – STARLITE HOLDINGS, INC.


LaGrand T. Johnson, President

SELLER – N. P. JOHNSON FAMILY LIMITED PARTNERSHIP

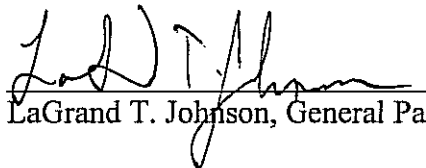

LaGrand T. Johnson, General Partner

EXHIBIT "1"**ASSETS TRANSFERRED****I. PATENTS**

The following U.S. Patents and U.S. Patent Applications, as well as one or more foreign patent applications or patents, which are based on one or more of the U.S. Patents or the U.S. Application listed below:

U. S. Patents

	<u>Patent No.</u>	<u>Title of Invention</u>
(1)	7,449,807	Magnetic transmission
(2)	7,314,347	Pressurized fluid bladeless turbine engine with opposing fluid intake assemblies
(3)	6,997,674	Pressurized fluid turbine engine
(4)	8,047,435	System and method for secured voting transactions

Pending U.S. Patent Applications

	<u>Pub. No.</u>	<u>Title of Invention</u>
(1)	20080262973	Apparatus and method for secured comercial transactions
(2)	20120037701	System and method for secured voting transactions (divisional)

Assignment of the foregoing Patents and Applications is subject to any license granted by N. P. Johnson Family Limited Partnership prior to the execution of this Agreement.

II. PREFERRED SHARES OF IAUS

Five Million (5,000,000) Shares of Series 1 Class A Preferred Stock of International Automated Systems, Inc. (IAUS), these shares having no par value per share and having voting powers in the amount of ten (10) votes for each share, in person or by proxy, voting with the common stock on all matters; the shares are not be subject to redemption; the shares do not have any preferential rights upon dissolution or distribution; the shares do not have any rights of or to dividends; and the shares are not be convertible into common stock of IAUS.

III. WARRANTS – OPTION TO PURCHASE IAUS SHARES

An Option to Purchase Fifty Million (50,000,000) restricted shares of the common stock of IAUS, with the terms of the Option to Purchase being set forth in the “Warrant Agreement” previously assigned to NP Johnson Family LPS, a copy of which is attached Exhibit “A”.

IV. REAL PROPERTY

A fifty-percent (50%) undivided interest in that certain real property (the “Texas Property”) located in the State of Texas, which is described on the attached Exhibit “B”. The property is raw land and is subject to a Mortgage or Trust Deed in an amount which is approximately equal to the value of the Texas Property.

EXHIBIT "3"

QUITCLAIM DEED

STATE OF TEXAS

COUNTY OF _____

N. P. Johnson Family Limited Partnership, a Utah limited partnership, of 326 North SR 198, Salem, Utah 84653, Grantor, for and in consideration of the sum of ten dollars and no cents (\$10.00), and other good and valuable consideration, paid by the Grantee named in this deed, the receipt of which is hereby acknowledged, has quitclaimed, and by this instrument does quitclaim, to Starlite Holdings, Inc., a Nevis corporation, #6 Solomon's Arcade, Main Street, Charleston, Nevis, Grantee, a fifty percent (50%) undivided interest in all of its right, title and interest in and to the real property situated in Howard County, Texas, and described as:

SC 36 BK 32 1N
009 ACQ 031306
BLK/TRACT 32 1N 608.68 ACRES

Serial No.: 51436000100 (46407-1/101933)

Grantor grants, to have and to hold, a fifty percent (50%) undivided interest in all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee, and to its heirs and assigns forever, so that neither Grantor nor Grantor's heirs, legal representatives, or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

EXECUTED on _____ [date].

N. P. Johnson Family Limited Partnership

By: LaGrand T. Johnson
Its: General Partner

Name & Address of Grantee:

Starlite Holdings, Inc., a Nevis corporation
#6 Solomon's Arcade, Main Street
Charleston, Nevis

STATE OF UTAH

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared LaGrand T. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was the General Partner of N. P. Johnson Family Limited Partnership and that he executed the same on behalf of General Partner of N. P. Johnson Family Limited Partnership for the purposes and consideration therein expressed.

This instrument was acknowledged before me on the ____ day of _____, 2012, by LaGrand T. Johnson.

[Signature of Notary Public]

[Typed or printed name]

Notary Public in and for the State of Utah

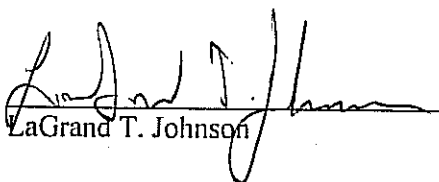
My commission expires: _____

EXHIBIT 14 CONSENT TO AGREEMENT AND SALE OF ASSETS

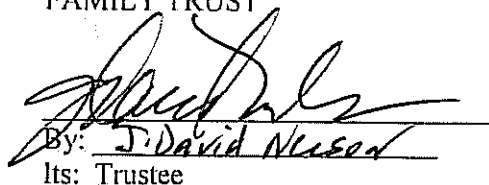
Pursuant to the Amended and Restated Limited Partnership Agreement of N.P. Johnson Family Limited Partnership, LaGrand T. Johnson, Randale P. Johnson, The LaGrand T. Johnson Family Trust, The Randale P. Johnson Family Trust, and Roger Hamblin, constituting all of the limited partners of N.P. Johnson Family Limited Partnership, a Utah limited partnership, and DCL-16A, Inc., a Utah Corporation, and LaGrand T. Johnson, constituting all of the general partners of N.P. Johnson Family Limited Partnership, do hereby confirm our consent to the entry by the N.P. Johnson Family Limited Partnership into the PARTNERSHIP ASSET PURCHASE AGREEMENT of Oct 23, 2012, and do hereby confirm our consent to the sale, transfer and assignment of the Partnership Assets listed on Exhibit "1" of the PARTNERSHIP ASSET PURCHASE AGREEMENT to Starlite Holdings, Inc., and do otherwise hereby confirm our consent to all of the agreements, terms, conditions, and covenants set forth in the PARTNERSHIP ASSET PURCHASE AGREEMENT.

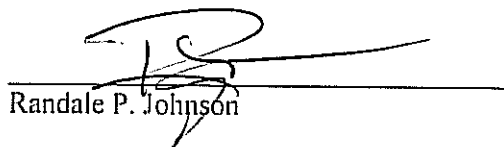
Dated this 23 day of Oct, 2012

LIMITED PARTNERS

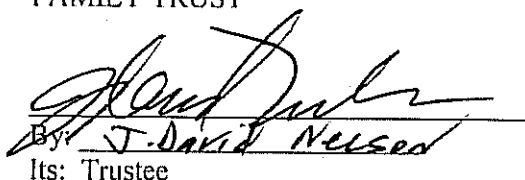

LaGrand T. Johnson

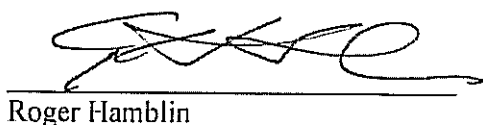
LAGRAND T. JOHNSON
FAMILY TRUST


By: J. David Nelson
Its: Trustee


Randale P. Johnson

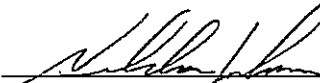
RANDALE P. JOHNSON
FAMILY TRUST


By: J. David Nelson
Its: Trustee



Roger Hamblin

GENERAL PARTNERS

DCL-16A, INC.

A handwritten signature in black ink, appearing to read "Neldon P. Johnson", is written over a horizontal line.

By: Neldon P. Johnson
Its: President

A handwritten signature in black ink, appearing to read "LaGrand T. Johnson", is written over a horizontal line.

LaGrand T. Johnson