



Amended & accepted
September 15, 2008
Beverly Jacobs

UDA Board Meeting – July 21, 2008

The Board of Directors of the Utah Defense Alliance met in public session July 21, 2008, at 7:30 a.m. at Weber Basin's District Headquarters, Layton, Utah. The meeting was called to order by President Jerry Stevenson. On roll call, the following directors/visitors were found to be present:

Board Members Present:

Jerry Stevenson, President
Rick Mayfield, Executive Director
Ken Warnick, Secretary
Tage Flint, Treasurer
Mike Bouwhuis
Mart Bushnell
Pat Condon
Steve Curtis
Louenda Downs
Tage Flint
Gary Harter
John Matthews
Debra Tanzi
Don Wood
Jan Zogmaister

Others Present:

Steve Crane
Paul Morris
Ron Richins
John Peterson
Beverly Jacobs

Excused:

Ann Millner
Barney Chapman
Brad Dee
Charlie Precourt
Colleen Johnson
Collette Mercier
Dave Harmer
Dave Nydam
Ed Kleyn
Ivan Flint
John Clay
Lane Beattie
Lisa Roskelley
Peter Jenks
Ron Kusina
Sheldon Killpack
Steve Petersen
Steve Rush
Vickie McCall
Wilf Sommerkorn

I

Financial Review

Steve Crane presented UDA's 2007 Financial Review explaining that a review does not require as much detail as does an audit. Based on their review, Crane Christensen and Ambrose can state that they are not aware of any material modifications that should be made to the accompanying financial statements in order for conformity with accounting principles.

In the past, UDA has been working on a cash accounting basis. However, this year UDA has gone to an accrual method which recognizes revenue and expenditures as they are incurred. The accrual method is a more appropriate method as it the proper accounting method for any non-profit entity.

Steve reviewed the report with the group explaining the format and changes due to the new accounting system. He made mention that with the change, some amount adjustments had to be made. He showed appreciation to John Peterson for his assistance with the financial records.

Most of UDA's investments are with the same financial institution. Steve suggested that UDA consider spreading investments among several State approved institutions. This would ensure that UDA would receive the maximum federal insurance benefits.

Ken Warnick wanted clarification under net assets unrestricted. It was his thinking that all funds were restricted because of contract commitments. The matter was discussed with the determination that this may be an issue that would need to be reviewed in the future.

Appreciation was shown to the Finance Committee who had previously reviewed the financials.

Pat Condon made a motion that the financial report be accepted as presented. Mike Bouwhuis seconded the motion followed by a unanimous vote.

II Approval of Minutes

President Stevenson presented the Board Meeting minutes for June 16, 2008. Tage Flint made a motion that the minutes be approved as presented. Debra Tanzi seconded the motion followed by a unanimous vote.

III Financial Report

John Peterson presented the financial report for the first six months of the current year. He mentioned that the financials presented were based on a cash flow method to ensure Board members are aware of all fund expenditures. Detailed accounts of all expenses were listed on the last page of the report.

Since UDA only budgeted for the first six (6) months, 100% revenue is being reported as the budget was based on the contracts for that time period. Once it is known what contracts will be issued for the remainder of the year, the budget will be redone. He noted that contract outreach is also based on the current revenues. With the year half over, most budget items are within the budgeted amounts with the exception of the local meetings. This is due to the CE conference.

The bulk of the UDA funds have been moved to Barnes Bank and have been invested in CD's and money market accounts. There is a remaining balance of \$19,000 from the \$5 million contract pending conversion or return. Action will be taken on that amount as needed.

Rick mentioned that the Finance Committee had reviewed these financials. Appreciation was shown to Tage Flint and the Finance Committee for their work.

Ken Warnick made a motion that the financial report be approved as presented. Commissioner Jan Zogmaister seconded the motion followed by a unanimous vote.

Rick Mayfield mentioned that when the budget was passed for this year that it was based on a calendar year. Because of State contracts, there is a need to move to a Fiscal year. The Finance Committee has discussed this and will prepare an amended budget in the next month or two.

IV Contract Ratification

Beverley Jacobs was excused and the Board discussed her contract ratification. Commissioner Louenda Downs made a motion to ratify the contract for Beverley Jacobs. Mayor Steve Curtis seconded the motion followed by a unanimous vote.

Sherrie Mobley and Ken Warnick were recognized and shown appreciation for their dedicated and stellar service. On behalf of the Weber Basin Office, Tage Flint was thanked for the use of their facilities.

V Cyber Command

Gary Harter reported that the Cyber Command proposal had been submitted on June 30th. The Cyber Space Executive Summary was passed for the Board's inspection. LSI was recognized for their exceptional work. Pat Condon, the Mayors and the Commissioners were thanked for their assistance as were all others who rendered assistance and support. A copy of the proposal was available for inspection.

Gary reminded the group that eighteen (18) states had been invited to submit proposals. At this time, it is unknown how many have accepted the invitation, but it was the general consensus that HAFB has a good chance of being one of the three (3) locations selected. The next step for the Air Force is they will collect and validate the information through site visits. Once that is done, the rating and selection process will begin with an anticipated decision by September 2009. It is unknown how the upcoming elections will affect this project.

Once it is known when the delegation will be making their site visits, a reception details will be finalized. L-3 Communications has already volunteered their assistance and other industry members will be invited to participate as well as government and educational leadership.

Based on the experience of the Space Command in Colorado Springs, the Air Force anticipates 550 jobs for headquarters and 2,500 for each wing. The ratio of support needed for these jobs has been estimated to be from eight (8) to ten (10), but more realistically the numbers will fall closer to four (4) to five (5).

Appreciation was again shown for Board support and LSI's role in putting the proposal together. The Board was reminded that Shipley started the project prior to receiving approval from GOED.

VI Contract Update

Rick reminded the group that during last Board meeting, approval had been given to amend the GOED contract for \$70,000. Approval was also granted to contract with LSI/Shipley to create the Cyber Command documentation and proposal. Appreciation was shown to Gary Harter for helping expedite the funding and special recognition was given to Kori Ann Edwards and the LSI staff for their work and expediency. Once the invoice is received, payment will be made to LSI.

The \$750,000 contract for Procurement Outreach has been signed and sent to the State. It is now in Fred Lange's office.

The contract for \$100,000 for New UDA Operations is in the State Finance office awaiting signature. Funds should be received in the near future.

VII MIDA Update

In order for MIDA to be able to access funds, a Project Area Plan must be in place. The MIDA staff has been preparing the plan and has tentatively set Tuesday, July 29, 2008, at 1:30 p.m. for an open public meeting. This meeting, which will be held at the Roy Simmons Entrepreneurial Center, Davis Business Alliance, in Kaysville, Utah, and will give the community and taxing entities an opportunity to respond to the draft plan. Board members were invited to attend. Within the week, taxing entities in Weber and Davis County will be mailed notifications.

A request has been made to the State to have funds for this project be dispersed in a lump sum. This will enable MIDA to move ahead.

Tage Flint requested that Board members help the community understand that new funds will be generated through the Falcon Hill project as it will create new revenue on land that has not been previously taxed. If this clarification is made, it will be easier to obtain community approval. The school districts and school board should not have an issue as the project will not contain any residential areas, but will potentially result in new tax funds.

Rick mentioned that at the last MIDA Board meeting the Board ratified the appointment of the Development Review Committee (DRC). This committee consists of representatives from both Weber and Davis County as well as a representative from all four cities. The DRC will function similar to a city planning committee as they will be making recommendations to the MIDA Board.

President Stevenson stated that the Falcon Hill project is a pioneering effort as nothing like this project has ever been done, and it could result in becoming a monumental economic development effort for the State of Utah. Board members were thanked for their cooperation and continued support.

Ron Richins mentioned that the Air Force had flown in some people from their headquarters to assist with the contract completion. It is hoped that the contract will be signed by July 31st. He explained that MIDA will serve as a third party entity between the Air Force and the developer. MIDA will be accountable for monitoring the finances, providing accounting functions and ensuring that the operation runs smoothly.

VIII Westside Development

Rick explained that most people think of MIDA as the Westside Development Project, but eventually, MIDA will be functioning as the facilitator for enhanced use leases within the state. He shared some of the difficulties and set backs MIDA had faced with the Falcon Hill project, but stated he hoped things would be worked out while the Air Force team was here.

President Stevenson stated that there were a number of things that could have derailed the Falcon Hill Project, but because of everyone's efforts and cooperation this was avoided. Once the contract is signed, the threat of derailment should go away. This project has a great future.

Gary Harter added that Bruce Evans, from HAFB, has gone out on a limb a number of times to ensure the project's success. Bruce has passion and vision for this project and has done terrific work. Bruce was recognized and shown appreciation for his efforts.

IX Other Items

- Board members were reminded that the State report was pending and all were encouraged to get news items to Beverley. Information is needed to prove UDA's value as well as support the strategic plan.
- Work is being done to get the website updated.
- Gary told the Board about changes in the Army leadership. Colonel Yoland Dennis-Lowman is now the Commander at Tooele Army Depot and Colonel Gerald Gladnee will be assuming the command at the Deseret Chemical Depot.
- An article of interest about Camp Kearns had been published in the Deseret News.
- Pat Condon stated he had the opportunity and privilege to have lunch with General Sullivan and wanted to report that Secretary Donnelly has been received well in the pentagon. The senior leadership is impressed with his approach as he is listening, asking

questions, taking notes and making decisions where needed. He should be confirmed shortly.

X
Adjournment

At 8:40 a.m., President Stevenson accepted a motion from Gary Harter that the meeting be adjourned.

SERVICES CONTRACT
between
UTAH DEFENSE ALLIANCE, INC.
and
BEVERLEY JACOBS

This Executive Assistance Services Contract ("Contract") is made and entered into this 30 day of June, 2008, by and between Utah Defense Alliance, Inc. ("UDA"), a Utah non-profit corporation, and Beverley Jacobs ("JACOBS"), an individual, for the purchase of executive assistance services for UDA and the Military Installation Development Authority ("MIDA"), an independent state entity pursuant to Utah Code 63H-1-101 *et seq.*

RECITALS

WHEREAS, UDA has executive assistance services needs and a sole source contract with GOED to provide staff support to MIDA, which also has executive assistance services needs; and

WHEREAS, UDA has no current capabilities of meeting the executive assistance services needs of MIDA; and

WHEREAS, JACOBS has a wide range of experience and education to provide the executive assistance services needed by UDA and MIDA; and

WHEREAS, UDA desires to obtain from JACOBS executive assistance services for UDA and in connection with its sole source contract with GOED to provide staff support to MIDA; and

WHEREAS, JACOBS desires to provide such executive assistance services to UDA and MIDA upon the terms set forth in this Contract;

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions set forth below, the parties agree as follows:

TERMS AND CONDITIONS

- A. Engagement. JACOBS hereby agrees to provide such executive assistance services for UDA and MIDA as may be reasonably requested by them. The parties understand that JACOBS shall meet all of the executive assistant needs of both UDA and MIDA (collectively referred to as "the entities"). JACOBS agrees to perform such services to the best of her ability and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties necessary to meet the needs of the entities.
- B. Scope of Services. The executive assistance services needed by UDA and MIDA may be assigned by the Executive Director and may include:

1. Preparing and drafting reports for contract compliance, may include financial using Excel;
2. Gathering information on activities of Board members for reports and website, which may include communicating with Board members directly or indirect research, e.g., newspaper articles, etc.;
3. Preparing presentations using Power Point;
4. Developing a system for maintaining records of UDA and MIDA that will facilitate easier auditing, management, collection, receipt and distribution of information;
5. Preparing agendas for UDA and MIDA meetings, including:

MIDA

- Regularly scheduled Board meetings on second Thursday 9:00 am,
- Developer weekly meetings,
- Development Review Committee bi-monthly meetings,
- Air Force meetings,
- Cyber Command meetings,

UDA

- Regularly scheduled Board meetings on third Monday 7:30 am,
- Regularly scheduled Executive meetings on second Monday 7:30 am,
- Regularly scheduled Finance meetings on second Monday 9:00 am,
- Education Committee meetings about monthly,
- Procurement Committee meetings at least quarterly,
- Procurement Team meetings about monthly,
- Procurement Team events,

6. Maintaining minutes of above meetings;
7. Recording hearings when required by law;
8. Posting, faxing and e-mailing public notice of meetings as required by law;
9. Coordinating and arranging meetings;
10. Reserving rooms for meetings;
11. Arranging for food for meetings;
12. Maintaining UDA website;
13. Coordinating creation of MIDA website and providing information for the website;
14. Arranging for travel;
15. Ordering supplies, gifts/flowers, etc.;
16. Drafting letters for review;
17. Filing, printing, copying, e-mailing, etc.; and
18. Performing all other reasonable tasks necessary to assist the Executive Director.

- C. Compensation. Beginning on July 7, 2008, JACOBS is contracting on a fixed fee basis of \$4950 per month to provide all of the executive assistance services needed by UDA and MIDA. For partial months, the amount owed by UDA will be prorated on a per day basis. JACOBS will provide an invoice to UDA on or about the first of the month and UDA will pay no later than the third Tuesday of each month.
- D. Expense reimbursement. JACOBS shall be responsible for all expenses required for the performance of these executive assistance services.
- E. Duration. This contract has an initial term of ninety (90) days that shall commence as of the date of signing and after this initial term shall convert to a month to month contract that may be terminated by either party thereafter as provided by this Contract.
- F. Relationship of Parties. JACOBS is an independent contractor in its relationship to the entities. Both parties understand that JACOBS is not an employee of UDA, therefore, no benefits are included, for example, health insurance, vacation, retirement, life insurance, etc. As related to the performance of the executive assistance services, JACOBS shall pay all applicable federal, state and local taxes and fees, which may include, but are not limited to: income, social security, medicare, workers compensation, etc. As an independent contractor, JACOBS shall have no authorization, express or implied to bind UDA or MIDA to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agents for UDA or MIDA that would express or imply agency to a third party.
- G. Disclosure. JACOBS shall immediately disclose to UDA's Executive Director any outside activities or interests that conflict or may conflict with the activities, mission, or best interests of UDA and MIDA. Failure to disclose or report a conflict of interest to UDA's Executive Director may result in the termination of services and liability for damages to UDA and MIDA.
- H. Confidentiality. JACOBS acknowledges that during the term of the Contract she will have access to and become acquainted with proprietary information ("Information") that is valuable, special and a unique asset of UDA that shall be protected from improper disclosure by her. JACOBS agrees that she will not at any time or in any manner either directly or indirectly, use any Information for her own benefit, or divulge, disclose, or communicate in any manner any information to any third party without the prior written consent of UDA or MIDA. JACOBS agrees to protect the Information and treat it as strictly confidential. A violation of this clause shall be material breach of this Contract. If it appears that she has disclosed (or have threatened to disclose) Information in breach of this Contract, then UDA and MIDA shall be entitled to an injunction to restrain her from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. UDA and MIDA may also pursue any other remedy at law, including a claim for losses or damages. After this Contract terminates for any reason, the confidentiality provisions of

this Contract remain in effect for any activity UDA or MIDA may be involved in.

- I. Termination. This contract may terminate as set forth below:
 1. *Non-appropriation of funds.* The parties recognize that UDA is dependent upon appropriated money from the Utah State Legislature to GOED and the funds available are based upon the sole discretion of the Utah State Legislature making an appropriation to GOED to UDA. If funding to GOED is reduced due to a change by the Legislature, the Governor, or is required by State law, UDA may terminate this contract or proportionately reduce the services and obligations and the amount due from UDA upon 30 days written notice.
 2. *For cause.* This Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any of the following events will constitute cause for UDA to declare JACOBS in default of the Contract: 1) nonperformance of contractual requirements or 2) material breach of any term or condition of this Contract. The alleged breaching party will be given ten (10) working days after written notification to cure the breach(s), after which the Contract may be terminated for cause. Time allowed for cure will not diminish or eliminate JACOBS liability for damages. If the default remains, after JACOBS has been provided the opportunity to cure, UDA may do one or a combination of the following: 1) exercise any remedy provided by law and/or 2) terminate this contract and any related contracts or portion thereof.
 3. *Without cause.* This contract may be terminated without cause upon 30 days prior written notice being given to the other party.
 4. *Force Majeure.* Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. If a party believes this clause applies, the party must reasonably notify the other in writing of the basis for the belief that this is a force majeure situation. UDA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.
 5. *Refund.* On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- J. Injuries, damages and indemnification. JACOBS agrees that it is her obligation to obtain appropriate insurance coverage for her own protection and benefit. She hereby agrees to waive any rights to recovery from UDA for any injuries or damages that she may sustain while performing services under this Contract. She agrees to indemnify and hold UDA harmless from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against UDA that result from the acts or omission of JACOBS.
- K. Conflicts of interest. JACOBS represents that it has authority and is free to enter into this Contract, and that this engagement does not violate the terms of any agreement, contract or understanding between JACOBS and a third party.

- L. Non-compete. JACOBS agrees that for a six (6) month period following termination of this Contract, whether such termination is voluntary or involuntary, she will not directly or indirectly engage in any business or activity that competes or otherwise hinders UDA or MIDA. This covenant shall apply to any services performed by her that are the same as or similar to those services outlined in this Contract or are assigned by UDA's Executive Director. This clause may be waived at the sole discretion of UDA upon written request of JACOBS.
- M. Third party beneficiary. MIDA is a third party beneficiary of this Contract.
- N. Choice of law. Both UDA and JACOBS voluntarily submit to, consent to, and waive any defense to the jurisdiction of the Second District Court located in Davis County, Utah, as to all matters relating to or arising from this Contract. The laws of the state of Utah shall govern the validity of this Contract, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- O. Controversies. If any controversies arise out of the terms of this Contract or its interpretation, the parties may either (1) agree to mediate the matter and share the costs of mediation equally, or (2) proceed in court and the parties shall bear their own attorney's fees and costs of the litigation.
- P. Headings. Section headings are not to be considered a part of this Contract and are not intended to be a full and accurate description of the contents hereof.
- Q. Waiver. Waiver by one party of breach of any provision of this Contract by the other shall not operate or be construed as a continuing waiver.
- R. Notices. Any and all notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five (5) days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:
- i. If to JACOBS: Beverley Jacobs, 1398 Dallas, Syracuse, Utah 84075
 - ii. If to UDA: Rick Mayfield, Executive Director of UDA, 450 Simmons Way, Suite 400, Kaysville, UT 84037
- Any party may change its address for purposes of this paragraph by written notice given in the manner provided above.
- S. Modification or amendment. No amendment, change or modification of this Contract shall be binding and enforceable unless in a dated, writing signed by both parties.
- T. Entire understanding. This Contract constitutes the entire agreement of the parties, and there are no other promises or conditions either oral or in writing.

This Contract supersedes any prior written or oral agreements between the parties. This Contract may be modified or amended as provided above.

- U. Severability clause. If a court finds that any provision of this Contract is invalid or unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.

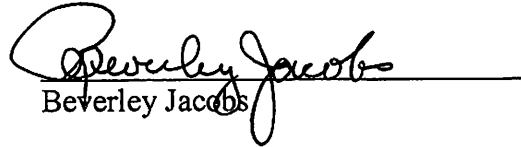
The undersigned parties execute this Contract on 30 day of June, 2008.

Utah Defense Alliance, Inc. ("UDA")

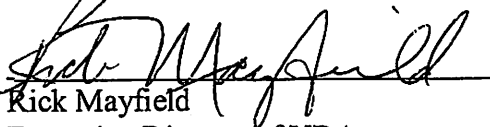
Beverley Jacobs ("JACOBS")



Jerry Stevenson
President of UDA



Beverley Jacobs



Rick Mayfield
Executive Director of UDA

**Utah Defense Alliance
Cash Flow Report
2008 Budget vs Actual**

		6/30/2008	
		Percent of Year	
	Annual Budget	2008 through June 30th	49.9%
REVENUE (Source of Funds)			
Contract Revenue			
GOED Contract #080596 (7/1/07-6/30/08)	250,000	250,000	100.0%
GOED Contract #080341 (7/1/07-6/30/08)	250,000	250,000	100.0%
		-	
Contributed support			
In-Kind/Service Contributions	21,000		
Interest Income	36,000	28,100	78.1%
		-	
Total Revenue	557,000	528,100	94.8%
EXPENSES (Use of Funds)			
Contracted Services			
Local Contracts	226,800	113,616	50.1%
MIDA Support	100,000	1,224	1.2%
Public Relations	20,000	2,729	13.6%
SWDA Support	20,000	20,000	100.0%
SWDA Travel	10,000	3,001	30.0%
Special Projects		-	
Procurement Outreach	500,000	510,788	102.2%
Contracted Studies		-	
Baseline	30,000	-	
HAFB Workload		-	
Tooele Workload		-	
Workforce		-	
Other		-	
Future Projects	400,000	-	
Total Contracted Services	1,306,800	651,358	
Operations			
Equipment Depreciation (or rental)	1,800	-	
Insurance	4,700	-	
Meals & Entertainment	1,200	-	
Local Meetings / Conferences	2,700	4,218	156.2%
Out-of-Area Meetings / Conferences	30,000	8,768	29.2%
In-Kind Travel	15,000	-	
Memberships	2,500	620	24.8%
Postage, shipping, delivery	1,200	136	11.4%
Presentations	2,400	-	
Printing & copying	1,500	1,052	70.1%
Publications	1,000	-	
Rent - Office Space	7,200	6,468	89.8%
Research	6,000	-	
Supplies	600	1	0.1%
Telephone/Internet	1,200	509	42.4%
UDA Staff Support			
Financial Staff	7,550	3,600	47.7%
Legal & Professional	6,000	365	6.1%
Secretary/Administration	-	-	
In-Kind Services	6,000	-	
Total Operations & Staff Support	98,550	25,738	26.1%
Total Increase (Decrease)	(848,350)	(148,995)	

**Utah Defense Alliance
Balance Sheet**

Cash Basis

6/30/08

ASSETS

Current Assets

Checking/Savings

America First CU

21,596.87

Barnes Bank

1,003,289.60

Total Checking/Savings

1,024,886.47

Total Current Assets

1,024,886.47

Equipment (Net)

4,310.44

TOTAL ASSETS

1,029,196.91

LIABILITIES & EQUITY

Accounts Payable

State of Utah Funding Liability

19,878.75

Equity

Fund Balance

1,009,100.61

Net Increase / Decrease

217.55

Total Equity

1,029,196.91

TOTAL LIABILITIES & EQUITY

1,029,196.91

Utah Defense Alliance Transactions by Account

April - June 2008

Type	Date	Num	Name	Memo	Amount	
ca Fist Credit Union - Checking, Savings & Security Fund					Total	(464,974.89)
Check	04/01/2008			Service Charge	(0.30)	
Check	04/12/2008	5337	AD Peterson CPA	March 2008 Retainer	(600.00)	
Check	04/12/2008	5336	Call Legal Solutions Inc	March 2008 Retainer	(8,250.00)	
Check	04/12/2008	5338	Crane, Christensen & Ambrose	March 2008 Review work	(290.00)	
Bill Pmt -Check	04/12/2008	5329	Davis Applied Technology College		(592.15)	
Check	04/12/2008	5332	Digital Bytes Inc	UDA/PTAC Bid & Adendum	(32,573.45)	
Check	04/12/2008	5333	Forthgear	Invoice 9716	(23.75)	
Check	04/12/2008	5335	JVR MCCALL Inc.	Travel Reimb - AF Civic Leader Meeting	(243.20)	
Check	04/12/2008	5330	LSI	Invoice 7635	(991.71)	
Check	04/12/2008	5331	LSI	Invoice 7717	(69,567.81)	
Check	04/12/2008	5334	Rick Mayfield Associates Inc	March 2008 Retainer	(10,535.85)	
Deposit	04/30/2008			Interest	15.77	
Deposit	04/30/2008			Interest	1,221.26	
Deposit	04/30/2008			Interest	0.51	
Check	05/09/2008	5345	AD Peterson CPA	April 2008 Retainer	(615.63)	
Check	05/09/2008	5343	Call Legal Solutions Inc	April 2008 Retainer	(8,250.00)	
Check	05/09/2008	5344	Call Legal Solutions Inc	Reimbursement	(73.94)	
Check	05/09/2008	5341	Davis Applied Technology Colle	Copies	(114.63)	
Bill Pmt -Check	05/09/2008	5342	Davis Applied Technology College		(592.15)	
Check	05/09/2008	5339	Rick Mayfield Associates Inc	April 2008 Retainer	(10,547.47)	
Check	05/09/2008	5346	Vickie McCall	Reimbursements	(410.68)	
Check	05/09/2008	5348	Vickie McCall	Reimbursements	(377.00)	
Check	05/09/2008	5347	Vickie McCall	Reimbursements	(873.60)	
Check	05/13/2008	440	Barnes Bank		(10,000.00)	
Check	05/13/2008	5340	Rick Mayfield	Reimbursements	(176.64)	
Check	05/29/2008	5349	LSI	Invoice 8012	(70,833.00)	
Deposit	05/31/2008			Interest	14.28	
Deposit	05/31/2008			Interest	975.21	
Deposit	05/31/2008			Interest	0.52	
Check	06/01/2008			Service Charge	(0.40)	
Check	06/07/2008	5359	AD Peterson CPA	May 2008 Retainer	(600.00)	
Check	06/07/2008	5360	Barnes Bank		(75,000.00)	
Check	06/07/2008	5358	Crane, Christensen & Ambrose	May 2008 Review Work	(75.00)	
Check	06/07/2008	5357	Davis Applied Technology Colle	Long Distance Calls Dec 07 & Jan 08	(5.16)	
Check	06/07/2008	5353	Davis Applied Technology Colle	Luncheon	(121.50)	
Check	06/07/2008	5356	Davis Applied Technology Colle	March & April Copies	(150.94)	
Bill Pmt -Check	06/07/2008	5350	Davis Applied Technology College		(592.15)	
Check	06/07/2008	5354	Ivan W Flint	SWDA Meeting - Park City UT 5/22-23/08	(171.00)	
Check	06/07/2008	5355	Mart Bushnell	SWDA Meeting - Park City UT 5/22-23/08	(462.27)	
Check	06/07/2008	5352	Rick Mayfield	Reimbursements	(50.64)	
Check	06/07/2008	5351	Rick Mayfield Associates Inc	May 2008 Retainer	(10,545.45)	
Check	06/12/2008	VISA0608-2	Christopherson Travel SLC	Vickie McCall, Washington DC 6/25-27/08	(25.00)	
Check	06/12/2008	VISA0608-01	Delta Airlines	Vickie McCall, Washington DC 6/25-27/08	-	
Check	06/14/2008	VISA0608-3	Christopherson Travel SLC	Vickie McCall, Washington DC 6/25-27/08 - Chang	(25.00)	
Check	06/23/2008	5364	Call Legal Solutions Inc	Bonus	(1,000.00)	
Check	06/23/2008	5363	Call Legal Solutions Inc	May 2008 Retainer	(8,389.65)	
Check	06/23/2008	5361	LSI	Invoice 7861	(70,833.00)	
Check	06/23/2008	5362	LSI	Invoice 8164	(70,833.00)	
Check	06/30/2008	VISA0608-11	Christopherson Travel SLC	Jerry Stevenson, SLC-San Jose CA 8/10-13/08	(25.00)	
Check	06/30/2008	VISA0608-9	Christopherson Travel SLC	Rick Mayfield, SLC-San Jose CA 8/10-13/08	(25.00)	
Check	06/30/2008	VISA0608-7	Christopherson Travel SLC	SLC-San Jose CA 8/10-13/08	(25.00)	
Check	06/30/2008	VISA0608-13	Christopherson Travel SLC	Vickie McCall, Washington DC 7/9-11/08	(25.00)	
Check	06/30/2008	VISA0608-10	Delta Airlines	Jerry Stevenson, SLC-San Jose CA 8/10-13/08	(383.00)	
Check	06/30/2008	VISA0608-8	Delta Airlines	Rick Mayfield, SLC-San Jose CA 8/10-13/08	(383.00)	
Check	06/30/2008	VISA0608-06	Delta Airlines	Stuart Adams, SLC-San Jose CA 8/10-13/08	(383.00)	
Check	06/30/2008	VISA0608-12	Delta Airlines	Vickie McCall, Washington DC 7/9-11/08	(951.00)	
Deposit	06/30/2008			Interest	6.66	
Deposit	06/30/2008			Interest	403.61	
Deposit	06/30/2008			Interest	0.41	