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LTB1, and Neldon Johnson*

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

UNITED STATES OF AMERICA,

Plaintiff,

vs.

RAPOWER-3, LLC, INTERNATIONAL
AUTOMATED SYSTEMS, INC., LTB1,
LLC, R. GREGORY SHEPARD, and
NELDON JOHNSON,

Defendants.

Civil No. 2:15-cv-00828-DN-EJF

**DECLARATION OF GLENDA
JOHNSON**

Judge David Nuffer

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Glenda Johnson and I make this declaration under oath and based on my personal knowledge.
2. On January 18, 2013, Solstice entered into a contract with me to purchase 200 solar towers at or near Delta, Utah, at the price of \$175,000 each.
3. Attached to this Declaration is a copy of that contract.
4. The contract provided that Solstice is entitled to 81.3% of gross proceeds from RaPower, LLC.

5. Pursuant to the contract, the parties agreed that RaPower could pay its obligation directly to me, but Solstice would receive credit for those payments.
6. Pursuant to the contract, payments were to be made when money was available.
7. Payments were made periodically to me as money became available.
8. Funds transferred or paid to me in the transactions involved in this motion for summary judgment were owed to me, earned by me, and were my property.
9. Some of the property that is in my name was purchased using funds that I had earned either from wages or due to the contract.
10. I also received an inheritance from my parents. I used those funds to purchase property.

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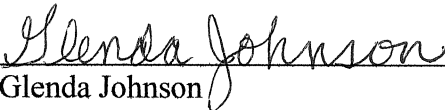
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I declare under the penalty of perjury, that the foregoing is true and correct.

DATED this 11th day of October, 2019.


Glenda Johnson

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed using the court's CM/ECF filing system and that system sent notice of filing to all counsel and parties of record.

In addition, the foregoing was mailed or emailed as indicated to the following who are not registered with CM/ECF.

Greg Shepard greg@rapower3.com

/s/ Steven R. Paul
Attorneys for Glenda Johnson, LaGrand Johnson and Randale Johnson

Solstice Contract To Purchase Towers

Solstice agrees to purchase Towers From Glenda & Johnson,

Solstice is entitled to recie 81.3 % of gross proceeds from RaPower.

From that amount Solstice agrees to pay for the towers plus the cost of construction.

Solstice agrees that payments from directly from RaPower to Glenda & Johnson or to any other entity, will be credited To Solstice for that amount.

The agreed upon Price per tower is \$175,000⁰⁰ plus the cost of erection and assembly.

The cost of erection and assembly will include a 10% Fee added to the erection and assembly cost

Payments are due when money is available.

Towers do not include Receiver.

Towers include lenses and metal structure

Effective date

Jan 18, 2003

Signed Nelson Johnson Mager Solstice
Glenda E. Johnson

Glenda E Johnson. investor

Towers do not include Receivers.

200 Towers \$175000⁰⁰ \$35,000000⁰⁰

Plus assembly and erection cost.

Plus ~~per~~ 10% for the assembly and erection

Minus Payments Directly to Suppliers

minus Payments Made directly to assembly,
and erection companies or entities

Money to be paid when available -

Authorized Purchase Order *Nelda Johnson*

Manager
Solstice.

Solstice Contract with RaPower3
And Contract with Glenda E Johnson

According to Contract between Solstice LLC and RaPower3 LLC, Solstice is entitled to 81.3% of the Gross Proceeds from RaPower3.

This means that all of the Stock purchased by RaPower3 belongs to Solstice LLC.

This means that all payments made by RaPower3 are to be credited to Solstice LLC.

Any and all payments made to X-SAN LLC must be credited to and on behalf of RaPower3 must be credited to Solstice LLC.

Any money owed Glenda E. Johnson is owed by Solstice LLC.