

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., LTBI,  
LLC, R. GREGORY SHEPARD, and  
NELDON JOHNSON,

Defendants.

**DECLARATION OF PRESTON OLSEN**

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

Judge David Nuffer

---

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

1. My name is Preston Olsen. I make this declaration under oath and based on my personal knowledge. If called upon to testify as to the matters stated herein, I would testify consistent herewith.
2. In approximately November of 2019, I was contacted by Glenda Johnson explaining she was interested in selling whatever rights, title or interest she held in the businesses, contracts and assets associated in any way with the Johnson Fresnel solar lenses.
3. I said I was interested and we set up a meeting.
4. I formed Anstram Energy LLC on about November 25, 2019 to hold the interest that I was going to buy from Glenda Johnson. We also discussed liens against the real estate to secure amounts we felt were owed to Glenda Johnson under her claims and rights – and therefore were being purchased by Anstram Energy.

5. We decided to meet at the offices of Nelson Snuffer as it was conveniently located and we could have the documents notarized there.
6. During the meeting, we completed and signed mechanics' liens to secure the expected rights, title and interest, including actual amounts owed, to Glenda and by transfer to Anstram Energy.
7. I asked Glenda to record the mechanics' liens as she resided in the area and could do that at her convenience.
8. My tax court case went to trial before the United States Tax Court, sitting in Utah County, in January, 2020.
9. During the trial, the IRS conceded that the Johnson Fresnel solar lenses were solar energy property, which we were not expecting, but made the trial of the issues in my case easier and more streamlined.
10. Shortly after the trial, Glenda Johnson contacted me and said that Roger Hamblin was interested in buying my interest in Anstram Energy.
11. I had no objection to the transfer of my ownership and control over Anstram Energy to Roger Hamblin.
12. On or about February 29, 2020, I met with Glenda Johnson at my home and we discussed the transfer to Roger Hamblin. I prepared a document entitled "Transfer of Membership Interest" and reviewed it with Glenda, then signed it and gave it to her. A copy of the completed Transfer of Membership Interests, which bears my signature, is attached hereto as Exhibit 1.
13. The Transfer recited that the consideration for the sale to Roger Hamblin was \$10 and other good and valuable consideration, which was agreed to by Mr. Hamblin and received by me.

14. I do not have any current rights or authority in Anstram Energy LLC.
15. Glenda Johnson never had any authority or ownership of Anstram Energy LLC while I was the owner and sole manager.

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

DATED this 9<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Preston Olsen

#### **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.

/s/ Steven R. Paul  
\_\_\_\_\_  
Steven R. Paul  
*Attorneys for Glenda Johnson*



Transfer of Membership Interests

This Transfer of Membership Interests (this "Agreement") is made and entered into as of February 29, 2020 by the undersigned, Preston Fredrick Olsen ("Transferor") and ROGER HAMBLYN ("Transferee").

Whereas, Anstram Energy LLC, a Nevis limited liability company ("Anstram Energy"), was formed on the 25th day of November 2019;

Whereas, Transferor is the sole member of Anstram Energy; and

Whereas, Transferor is hereby transferring all of his membership interests in Anstram Energy to Transferee as set forth herein.

Now, Therefore, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Transferor and Transferee hereby agree as follow:

Section 1. Transfer. Transferor hereby unconditionally transfers all of his membership interests in Anstram Energy to Transferee. Transferee hereby accepts such transfer. This transfer is made immediately on the date hereof.

Section 2. Governing Law. This Agreement shall be governed by the laws of Nevis, W.I.

IN WITNESS WHEREOF, Transferor and Transferee have executed this Agreement, all as of the date first written hereinabove.

TRANSFEROR

By: Preston Fredrick Olsen  
Preston Fredrick Olsen, an individual

TRANSFEE

By: Roger Hamblin  
Name: Roger Hamblin

WITNESS

By: Glenda E. Johnson  
Glenda E. Johnson, an individual