

00001  
1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEBRASKA  
3 PLATTE VALLEY BANK, a )  
4 Nebraska State Bank, ) Deposition of:  
5 )  
6 Plaintiff, ) RYAN SECRIST  
7 )  
8 vs. )  
9 )  
10 TETRA FINANCIAL GROUP, ) 8:10cv59  
11 LLC, a Utah Limited )  
12 Liability Company, and )  
13 REPUBLIC BANK, INC., a )  
14 Utah Corporation, )  
15 )  
16 Defendants. )  
17 September 29, 2010 \* 8:05 a.m.  
18 Location: Vantus Law Group  
19 3165 East Millrock Drive, Suite 160  
20 Salt Lake City, Utah 84121  
21 Reporter: HEATHER WHITE, RPR  
22 Notary Public in and for the State of Utah  
23  
24  
25

Ryan Secrist.txt

Page 1

00002  
1 A P P E A R A N C E S  
2 FOR THE PLAINTIFF:  
3  
4 Howard P. Olsen, Esq.  
5 SIMMONS OLSEN LAW FIRM  
6 1502 Second Avenue  
7 Scottsbluff, Nebraska 69361  
8 (308) 632-3811  
9 Fax (308) 635-0907  
10 holsen@simmonolsen.com  
11  
12 FOR THE DEFENDANT:  
13  
14 Richard F. Ensor, Esq.  
15 VANTUS LAW GROUP  
16 3165 East Millrock Drive, Suite 160  
17 Salt Lake City, Utah 84121  
18 (801) 833-0506  
19 Fax (801) 931-2500  
20 rick@vantuslaw.com  
21  
22  
23  
24  
25

Ryan Secrist.txt

Page 2

00003  
1 E X H I B I T S  
2 NO. DESCRIPTION PAGE  
3  
4 1 Credit Application 26  
5 2 Letter of Intent 29  
6 3 Asset Depreciation Report 31  
7 4 Approval Summary 38  
8 5 Letter of Intent 43  
9 6 Approval Summary 44  
10 7 Sale and Leaseback Agreement 44  
11 8 Master Lease Agreement 47  
12 9 Lease Schedule No. 1 48  
13 10 Final Acceptance Certificate 55  
14 11 Bill of Sale 55  
15 12 Individual Guaranty 56  
16 13 Security Agreement 57  
17 14 ACH Authorization 58  
18 15 Notice of Assignment 59  
19 16 Tetra Financial Group, LLC Insurance 60  
20 Requirements  
21 17 Tetra Financial Group Invoice 60  
22 18 Approval Checklist 62  
23 19 Sales and Assignment Agreement 63  
24 20 Letter to Mark Carpenter from Harold Turley 64  
25 21 Letter to Mark Carpenter from Harold Turley 65  
26 22 Commercial Security Agreement 66  
27 15 23 Han Control Account printout 71  
28 24 Certificates of Title 79  
29 16 25 Power of Attorneys 81  
30 26 Vehicle Sales Tax Receipts 82  
31 17 27 Reference Request 83  
32 28 E-mails 92  
33  
34  
35

Ryan Secrist.txt

Page 3

00004  
1 P R O C E E D I N G S  
2  
3 RYAN SECRIST,  
4 called as a witness, being first duly sworn,  
5 examined and testified as follows:  
6  
7 EXAMINATION  
8 BY MR. OLSEN:  
9 Q. Can you state your name for the record,  
10 please.  
11 A. Ryan Lon Secrist.  
12 Q. Would you spell your last name, please.  
13 A. S-E-C-R-I-S-T.  
14 Q. What is your business address?  
15 A. 3165 East Millrock Drive, Suite 400.  
16 Q. And that's in the same building that we're  
17 in right here taking this deposition, isn't it?  
18 A. Yes.  
19 Q. We're on the first floor and you're on the  
20 fourth floor?  
21 A. Yes.  
22 Q. Have you ever had your deposition taken  
23 before?  
24 A. Yes.  
25 Q. So you know how it works?

Ryan Secrist.txt

Page 4

00005  
 1 A. Yes.  
 2 Q. You'll try to let me finish my question,  
 3 I'll try to let you finish your answer. And the  
 4 nodding of the head and uh-huh, huh-uh, the court  
 5 reporter can't get, so if you forget, we'll remind  
 6 you; fair enough?  
 7 A. Yes.  
 8 Q. What have you done to prepare for this  
 9 deposition?  
 10 A. I have visited with my counsel, I have  
 11 reviewed previous e-mails and accompanying  
 12 documentation that was related to this transaction.  
 13 Q. Have you talked to anybody in preparation  
 14 for this deposition other than your counsel?  
 15 A. No.  
 16 Q. What is your position presently?  
 17 A. My title is executive vice president.  
 18 Q. And the name of the company?  
 19 A. Tetra Financial Group.  
 20 Q. How long have you been with the company?  
 21 A. Since January of 2003.  
 22 Q. Have you been the executive vice president  
 23 that entire time?  
 24 A. No.  
 25 Q. Walk me through your various titles.

00006  
 1 A. I was, January 2003, I was a national  
 2 sales manager.  
 3 Q. I'll interrupt you as you go here. As  
 4 national sales manager, what were your  
 5 responsibilities?  
 6 A. My responsibilities were, I -- were to  
 7 manage a group of sales individuals.  
 8 Q. Do you remember how many?  
 9 A. That number has fluctuated over the years.  
 10 Anywhere from as little as three, up to as many as  
 11 eight or nine at one time.  
 12 Q. Have those salesmen all been located here  
 13 at this office, or are they typically located around  
 14 the country?  
 15 A. They have always been located at this  
 16 office.  
 17 Q. How long were you national sales manager?  
 18 A. I believe I was national sales manager  
 19 until, I don't remember the specific dates, but  
 20 approximately three to four years. At that point, I  
 21 was made, by title, senior vice president.  
 22 Q. How did your responsibilities, duties  
 23 change?  
 24 A. They really didn't. I was and still am by  
 25 job description a sales manager. It was really just

00007  
 1 a promotion of title.  
 2 Q. And so then how long were you senior vice  
 3 president?  
 4 A. I was senior vice president until April of  
 5 2009.  
 6 Q. And then you got promoted in title again?  
 7 A. Correct.  
 8 Q. To your present title --  
 9 A. Yes.  
 10 Q. -- executive vice president?  
 11 A. Yes.  
 12 Q. But do I understand that even as executive  
 13 vice president, that your duties haven't changed?  
 14 A. Very little. I still -- I still manage a  
 15 group of sales individuals and act in a sales manager  
 16 function.  
 17 Q. Is one of those salesman Mark  
 18 Christensen -- or I'm sorry, Alan Christensen?  
 19 A. He was one of my salespeople.  
 20 Q. He's no longer with the company?  
 21 A. That is correct.  
 22 Q. When did he leave?  
 23 A. Exact date, I'm not sure. It's been in  
 24 the last three to four months of this year.  
 25 Q. How long did you supervise him?

00008  
 1 A. It was approximately two and a half, maybe  
 2 three years.  
 3 Q. Is there anyone else in the company that  
 4 has your same duties and responsibilities?  
 5 A. Yes.  
 6 Q. Who would that be?  
 7 A. There is another individual by the name of  
 8 David Johnson. And then there are two other sales  
 9 managers that report to Dave and myself. But  
 10 essentially the role is still the same.  
 11 Q. Is Dave also an executive VP?  
 12 A. Yes.  
 13 Q. Who is the president of the company?  
 14 A. Scott Scharman.  
 15 Q. Is he any relationship to Chris Scharman  
 16 with the Vantus law firm?  
 17 A. Yes.  
 18 Q. What's their relationship; do you know?  
 19 A. I do, they are brothers.  
 20 Q. Did Scott have anything to do with  
 21 initiating or starting the company?  
 22 A. Yes.  
 23 Q. What is your understanding about his role  
 24 in starting the company?  
 25 A. He was one of three individuals that

00009  
 1 started Tetra Financial Group back in 2002.  
 2 Q. Who were the other two?  
 3 A. A gentleman by the name of Harold Turley  
 4 and Lon Secrist.  
 5 Q. Lon Secrist, any relationship to you?  
 6 A. Yes, he's my father.  
 7 Q. Is he still with the company?  
 8 A. He is not.  
 9 Q. How long was he president?  
 10 A. Until April 1, 2009.  
 11 Q. Do you know why he left?  
 12 A. There was a change in ownership at that  
 13 point in Tetra Financial Group.  
 14 Q. Who owns Tetra Financial Group?  
 15 A. The ownership of the company is broken up  
 16 between four individuals: Scott Scharman; myself;  
 17 David Johnson, who I previously mentioned; and Jordan  
 18 Greenwell.  
 19 Q. Has that always been the ownership of the  
 20 company, or is that the ownership when it changed in  
 21 April of '09?  
 22 A. That is the ownership that became  
 23 effective April 1, 2009. That has not always been  
 24 the ownership of the company.  
 25 Q. Prior to April 1, '09, what was the

00010  
 1 ownership?  
 2 A. It was -- prior to that, and since  
 3 inception and to that point, or from inception to  
 4 that point, it was Scott Scharman, Harold Turley, and  
 5 Lon Secrist.  
 6 Q. Did or does Chris Scharman have any role  
 7 with the company?  
 8 MR. ENSOR: Other than outside counsel?  
 9 MR. OLSEN: Yes, other than outside  
 10 counsel.  
 11 THE WITNESS: No.  
 12 Q. (By Mr. Olsen) Prior to January of '03,  
 13 what was your occupation?  
 14 A. I worked for Tetra Corporate Services.  
 15 Q. What was Tetra Corporate Services?  
 16 A. They are also in the leasing business.  
 17 Q. Did that company survive?  
 18 A. Yes.  
 19 Q. Does it have any relationship to Tetra  
 20 Financial?  
 21 A. No.  
 22 Q. It just carries the same first name?  
 23 A. Yes, it -- it originally shared a common  
 24 ownership with the three gentlemen that owned -- that  
 25 previously owned Tetra Financial Group; that is no

00011  
 1 longer the case.  
 2 Q. How long did you work for Tetra Corporate  
 3 Services?  
 4 A. One year.  
 5 Q. Prior to that?  
 6 A. I worked for a company called Cintas  
 7 Corporation.  
 8 Q. What did they do?  
 9 A. They are a provider of uniform services.  
 10 Q. As in the clothing?  
 11 A. Clothing, uniform rental.  
 12 Q. What did you do for them?  
 13 A. I was a sales representative for that  
 14 company.  
 15 Q. How long did you work for them?  
 16 A. It was not quite three years, about two  
 17 and a half years. That's not exact, but somewhere in  
 18 that range.  
 19 Q. And prior to that, what was your  
 20 occupation?  
 21 A. Prior to that, I was a college student,  
 22 and I did a little bit of -- in the mortgage  
 23 industry.  
 24 Q. What year are we talking about when you  
 25 were a college student? I guess I probably ought to

00012  
 1 just ask about your education. Do you have a degree?  
 2 A. Yes, I do.  
 3 Q. What's that degree in?  
 4 A. I have a bachelor of arts degree in  
 5 Spanish, with a finance minor.  
 6 Q. That's pretty interesting. Have you kept  
 7 the Spanish up?  
 8 MR. ENSOR: Si.  
 9 THE WITNESS: A little bit. I wish I had  
 10 more opportunity to keep it up, but yes, I have.  
 11 Q. (By Mr. Olsen) So if we went to Mexico,  
 12 you could pick out a word or two?  
 13 A. I could -- I could handle myself down  
 14 there, so...  
 15 Q. Where is that degree from?  
 16 A. The University of Utah.  
 17 Q. What year?  
 18 A. I graduated in -- I've got to think about  
 19 that, December of '99.  
 20 Q. Did you do any postgraduate work?  
 21 A. No.  
 22 Q. Can you describe for me the kind of  
 23 company that Tetra Financial is?  
 24 A. Yes, we are -- Tetra is a -- an equipment  
 25 finance company. We finance equipment acquisitions

00013  
 1 for businesses under a lease structure.  
 2 Q. Is that the sole business of Tetra  
 3 Financial?  
 4 MR. ENSOR: Objection, vague.  
 5 THE WITNESS: Yes, that's our -- that's  
 6 our general business.  
 7 Q. (By Mr. Olsen) Okay, what is the size of  
 8 the company in gross sales?  
 9 A. I would have to look at our most recent  
 10 financial statement to give you an accurate.  
 11 Q. I don't need anything accurate, ballpark  
 12 is fine.  
 13 A. Boy, my -- it's by recollection only, but  
 14 somewhere between 18 to 24 million dollars in gross  
 15 revenue.  
 16 Q. The equipment transactions that Tetra  
 17 finances, how do they originate with your company?  
 18 A. We originate all our transactions through  
 19 a telesales environment, where we have sales  
 20 individuals on the phone contacting companies across  
 21 the nation, finance departments, looking for  
 22 potential opportunities to finance.  
 23 Q. If that particular salesman in one of  
 24 those calls finds a company that's interested, is it  
 25 that salesman's responsibility then to follow up, and

00014  
 1 does that transaction ultimately get assigned to that  
 2 salesman?  
 3 A. Yes.  
 4 Q. Are those salesmen paid on commission?  
 5 A. Commission is part of their compensation.  
 6 Q. Describe to me how the compensation is  
 7 set.  
 8 A. They, the salespeople are paid a base  
 9 salary plus a commission on sales that are completed.  
 10 And they're also incented with a bonus structure.  
 11 Q. Let's talk about the commission. Is there  
 12 a set rate of commission for completed sales?  
 13 A. Yes.  
 14 Q. What's that rate?  
 15 A. They -- the salespeople are paid ten  
 16 percent of the total gross margin or gross profit  
 17 generated in a transaction.  
 18 Q. Can you take a typical transaction and  
 19 give me an example of how that commission is  
 20 calculated?  
 21 A. Sure. If we had, for example, a \$500,000  
 22 transaction, and if there was a -- if we calculated  
 23 at -- once that transaction had closed, that there  
 24 was \$20,000 in gross margin or gross profit in the  
 25 transaction, the salesperson would be paid ten

00015  
 1 percent, or \$2,000 for originating that transaction.  
 2 Q. And that profit is figured, is it not, on  
 3 the term of that lease?  
 4 MR. ENSOR: Objection, vague.  
 5 THE WITNESS: Yes, it's -- it's -- there  
 6 are many factors that go into calculating, into the  
 7 gross margin calculation. Some of it is estimated;  
 8 because the transaction is at inception, it's not --  
 9 the commission is not paid just at the end of term,  
 10 we have to make some assumptions. And so yes, it is  
 11 based on the terms and conditions of the lease  
 12 transaction.  
 13 Q. (By Mr. Olsen) That leads to my next  
 14 question, and that is, if you had a lease of five  
 15 years, as an example, where the customer was to be  
 16 making payments on a monthly basis during that five  
 17 years, is the commission paid upfront despite the  
 18 fact that the payments -- I mean, do you assume that  
 19 all the payments are going to be made for the purpose  
 20 of paying that commission?  
 21 A. Yes, we -- we pay them a commission  
 22 upfront. And some of it is also paid on, at the end  
 23 of term if everything is completed. So there is a  
 24 portion paid on the front and a portion paid on the  
 25 back.

00016  
 1 Q. So does that mean then that the entire ten  
 2 percent is not paid upfront?  
 3 A. The ten percent is paid upfront on the  
 4 estimated gross margin. If that gross margin happens  
 5 to change by the end of term, then that number could  
 6 be adjusted.  
 7 Q. When you talk about the estimated gross  
 8 margin, you're making the assumption that all the  
 9 payments are going to be made as scheduled?  
 10 A. Correct.  
 11 Q. And if they're not, what happens to that  
 12 ten percent that's already paid?  
 13 A. The company assumes that.  
 14 Q. And once that customer makes all the  
 15 payments required by the particular lease, then the  
 16 salesman who initiated and handled that transaction  
 17 is paid something further?  
 18 A. Possibly. If -- only if the gross margin  
 19 were to increase or be above and beyond what was paid  
 20 on the front.  
 21 Q. And give me an example of how that  
 22 happens. I'm sorry, I interrupted you.  
 23 A. No, that's okay. Oftentimes in a lease,  
 24 there are end-of-term options included in a typical  
 25 lease transaction. Because of that, we have to make

00017  
 1 some estimations on the front end very conservatively  
 2 as to what will happen if the lease goes full term  
 3 and all payments are made. Based on our estimations  
 4 on the front, if we estimated a little bit lower  
 5 conservatively and a little bit more is collected on  
 6 the back end, we don't know what will be collected on  
 7 the back end of a lease in most cases. And if it's  
 8 above and beyond what was estimated on the front,  
 9 then that salesperson has the opportunity to make  
 10 some additional commission if there is more gross  
 11 margin than the estimated front end.  
 12 Q. How about the bonus, you indicated that a  
 13 bonus may be paid; what's the criteria for that?  
 14 A. The sales individuals have gross margin  
 15 goals that -- that have been put in place for them.  
 16 If they do a certain amount of gross margin in the  
 17 amount of deals that are closed, then they will  
 18 receive a -- a cash bonus at that point. There are  
 19 three tiers of bonuses that can be paid based on the  
 20 amount of gross margin that they originate as a sales  
 21 individual.  
 22 Q. Is that an annual bonus, or the potential  
 23 for that bonus is annually?  
 24 A. Yes, it is calculated in a calendar year.  
 25 Q. Now, based upon the commissions that we've

00018  
 1 been talking about, do you, as the executive vice  
 2 president and the supervisor of a particular  
 3 salesman, share in these commissions?  
 4 A. Yes.  
 5 Q. And how does that work?  
 6 A. I am also paid a commission for  
 7 transactions that are originated and completed within  
 8 my group of sales that I oversee.  
 9 Q. Is that over and above the ten percent  
 10 commission that you've talked about with regard to  
 11 the salesmen?  
 12 A. Yes.  
 13 Q. So that ten percent isn't shared somehow,  
 14 your part of the commission is over and above that?  
 15 A. Correct.  
 16 Q. Is your part of the commission a stated  
 17 rate?  
 18 A. Yes.  
 19 Q. What is that rate?  
 20 A. I have some transactions -- that's a  
 21 two-part question, if that's okay.  
 22 Q. That's fine.  
 23 A. I have many transactions that were in the  
 24 works prior to my acquiring some ownership in the  
 25 company. Prior to that, my commission rate was three

00019  
 1 percent of the total gross margin. On any  
 2 transactions post April 1, 2009, my commission rate  
 3 is five and a half percent of the total gross margin  
 4 that is generated.  
 5 Q. How many salesmen do you supervise  
 6 presently?  
 7 A. I currently have four salespeople. And  
 8 then there is another sales team of five individuals,  
 9 which is managed by another gentleman, and he reports  
 10 to me as well. So I have my own team of four people,  
 11 and then I oversee another team of five, which is  
 12 managed by a different individual.  
 13 Q. And that manager reports to you?  
 14 A. Correct.  
 15 Q. How did the Heggem Construction matter  
 16 originate with your company? Mr. Ensor has been used  
 17 to calling it HCI, and I'd like to do the same thing  
 18 if it's all right with you?  
 19 A. Yes. To my recollection, they were  
 20 contacted by Alan Christensen, who was, at the time,  
 21 one of our sales representatives or account  
 22 executives.  
 23 Q. How did you first become aware of that  
 24 contact?  
 25 A. I would have become aware of it from Alan.

00020  
 1 Q. Do you remember a date or a month or part  
 2 of a year when that could have taken place?  
 3 A. Specifically, I don't recall when it  
 4 was -- was brought to me.  
 5 Q. We can agree, can we not, that it would  
 6 have been in 2008 sometime?  
 7 A. That's when most of the contact, it looked  
 8 like, it appears was taking place. There may have  
 9 been something, a transaction in '07, but yes.  
 10 Q. That turned into a transaction of  
 11 \$565,000?  
 12 A. Correct.  
 13 Q. How does that compare with other  
 14 transactions in 2008, as an example, for the company?  
 15 MR. ENSOR: Objection, vague.  
 16 THE WITNESS: Would you -- in what aspect?  
 17 Q. (By Mr. Olsen) That's a fair response.  
 18 Is it a small matter, large matter?  
 19 A. It's probably -- it's probably a little  
 20 under the average size of our normal transaction.  
 21 Q. I notice on your website, that you give a  
 22 range of \$100,000 to \$10 million. And so based on  
 23 your response, do most of the transactions tend to be  
 24 the smaller end of that spectrum?  
 25 A. The best way would -- for me to answer

00021  
 1 that would probably be to tell you that our -- would  
 2 be, my opinion, that our transactions, the majority,  
 3 range in that, you know, \$500,000 up to about three  
 4 or four million, somewhere in that range.  
 5 Q. And then you have others that would be  
 6 less in value, and obviously others that would be  
 7 more?  
 8 A. Yes.  
 9 Q. Who is Republic Bank?  
 10 A. Republic Bank is one of our bank funding  
 11 groups. They are, they assist in funding  
 12 transactions with Tetra Financial Group.  
 13 Q. Does Tetra Financial Group fund any of its  
 14 own transactions?  
 15 A. We have, but not -- not many.  
 16 Q. And so you use someone like, or some  
 17 entity like Republic Bank to do that generally --  
 18 A. Yes.  
 19 Q. -- to do the funding?  
 20 A. Yes.  
 21 Q. Are there others, other funding groups  
 22 other than Republic Bank that you're used to using?  
 23 A. Yes, there are a handful of others that we  
 24 will also use.  
 25 Q. And when you compare the funding groups

00022  
 1 that you use, what percentage of funding do you look  
 2 to Republic Bank for in comparison to the others?  
 3 MR. ENSOR: Objection, foundation.  
 4 THE WITNESS: This -- this would be a --  
 5 because I don't -- this would be a little outside my  
 6 area of expertise, it would be a guess. But probably  
 7 60, 70 percent of the transactions that we do with  
 8 these types of banks we would use Republic Bank.  
 9 Q. (By Mr. Olsen) What would be the  
 10 frequency of the transactions that you would do with  
 11 Republic Bank, and let's just say on a monthly basis  
 12 as an example?  
 13 MR. ENSOR: Objection, foundation.  
 14 THE WITNESS: It -- it varies a lot. It  
 15 could be anywhere from one transaction a month, up  
 16 to, you know, seven to ten transactions a month.  
 17 Q. (By Mr. Olsen) And how is the decision  
 18 made to go with the Republic Bank, as an example,  
 19 instead of one of the other funding groups?  
 20 MR. ENSOR: Objection, foundation.  
 21 THE WITNESS: That's a decision that's  
 22 made by our credit department. They will look at the  
 23 transaction and determine where they feel it would be  
 24 best suited to send.  
 25 Q. (By Mr. Olsen) Are you familiar with the

00023  
 1 criteria that the credit department uses in making  
 2 that decision?  
 3 A. Some of it.  
 4 Q. What are you familiar with?  
 5 A. Sometimes it will be, I'm familiar that  
 6 there are different -- it may be based on the cost of  
 7 the transaction. Each transaction is priced  
 8 differently based on credit worthiness, and one may  
 9 be stronger than another. And we may have -- we may  
 10 be able to get a little better cost of money  
 11 somewhere at one bank than another. That's a big  
 12 factor.  
 13 Q. Do you participate in that decision?  
 14 A. No.  
 15 Q. You don't make any recommendations to the  
 16 credit department as to where you'd like to see the  
 17 business placed?  
 18 A. No.  
 19 Q. Are there any similarity or any -- let's  
 20 put it this way. Are there any of your shareholders  
 21 who are shareholders, officers, or directors of the  
 22 Republic Bank?  
 23 A. I -- I don't believe so, not that I know  
 24 of.  
 25 Q. Do you know Mark Carpenter?

00024  
 1 A. I've -- I do. I've never met Mark  
 2 personally, just via e-mail and phone, I've had  
 3 limited dialogue with him, but I know Mark Carpenter.  
 4 Q. I take it when you've had contact with him  
 5 by e-mail and by phone, it's with regard to  
 6 transactions that Tetra has initiated and either are  
 7 looking to place or have placed with his bank?  
 8 A. Generally, yes.  
 9 Q. And do those include more transactions  
 10 than just Heggem?  
 11 A. Yes.  
 12 Q. Do you remember how many transactions that  
 13 you personally have had to contact Mark Carpenter  
 14 about other than Heggem?  
 15 A. When you ask that, are you asking me  
 16 personally?  
 17 Q. Yes.  
 18 A. Very, very few. I would say less than  
 19 three. I have very little contact with Mark  
 20 Carpenter.  
 21 Q. When you say you have very little contact  
 22 with Mark Carpenter, is it because structurally your  
 23 salesman would be the one that would have most of the  
 24 contact with Mark Carpenter in a given transaction?  
 25 A. No, the salesman would not have any

00025  
 1 contact with Mark Carpenter, it would be from our  
 2 credit department.  
 3 Q. So they would have the contact with Mark  
 4 Carpenter more often than you would?  
 5 A. Yes.  
 6 Q. And when you have contact with Mark  
 7 Carpenter, what generally is the nature of why you  
 8 need those contacts with him?  
 9 A. In the few occasions I've had contact with  
 10 him, it would be typically in response to credit  
 11 inquiries of transactions we may have sent to  
 12 Republic Bank for their review.  
 13 Q. Can you give me an example of what you  
 14 mean by credit questions or credit transactions?  
 15 MR. ENSOR: Do you mean a specific  
 16 instance he recalls, or just generally?  
 17 MR. OLSEN: Just generally.  
 18 THE WITNESS: Like I said, there's been so  
 19 few, I don't -- I don't -- my most -- I had one  
 20 recent contact with Mark Carpenter that involved a  
 21 different transaction, where we were discussing a  
 22 lease that had come to term, and it was, this one  
 23 actually was a -- was a pay-off item. And my chief  
 24 credit officer was not in, and so I made that contact  
 25 because he was out.

00026  
 1 Q. (By Mr. Olsen) Now, with regard to  
 2 Heggem, when the contact was first made and you  
 3 became aware of it through Alan Christensen, what was  
 4 your understanding of the request or the need?  
 5 A. My understanding was that they were  
 6 looking to do a sale lease -- and leaseback  
 7 transaction on some used, generally I think  
 8 construction type equipment.  
 9 Q. Do you remember if the type of transaction  
 10 changed in the interim period between the time that  
 11 you first became aware of it and the time that it was  
 12 actually closed?  
 13 A. By type of transaction, could you be -- if  
 14 you could help --  
 15 Q. It's a sale, it turned into a sale and a  
 16 leaseback, did it not?  
 17 A. Yes, I believe so.  
 18 Q. And that's what you have, what your  
 19 understanding was when it first originated?  
 20 A. Correct.  
 21 Q. Maybe it would be better if we look at  
 22 some documents.  
 23 (Exhibit-1 marked.)  
 24 Q. (By Mr. Olsen) I want to hand you what  
 25 the court reporter has marked Exhibit 1 and ask you

00027  
 1 if you can identify that document.  
 2 A. Yes.  
 3 Q. What is that document?  
 4 A. This is what we deem as our credit  
 5 application that we have a perspective lessee fill  
 6 out when we submit a transaction, prior to submitting  
 7 a transaction to underwriting.  
 8 Q. And this particular one is Heggem  
 9 Construction, Inc., is it not?  
 10 A. Yes.  
 11 Q. And can you see the date of it?  
 12 A. I think that's a -- is that a 9/11/08?  
 13 Q. I think it's a nine. If you look at the  
 14 top, there is a fax date up there, which kind of  
 15 helps, I think, determine that that's a nine.  
 16 A. Yes.  
 17 Q. Is that the way it looks to you?  
 18 A. Yes.  
 19 Q. In the information, you show the bank  
 20 reference of Platte Valley National Bank in  
 21 Scottsbluff, and Mark Smith as the contact person; do  
 22 you see that?  
 23 A. Yes.  
 24 Q. Who would have filled out this document?  
 25 A. It happens one of two ways. We typically,

00028  
 1 standard is we send this document and the lessee most  
 2 likely, Heggem Construction would have filled this  
 3 out. The other way that it could have happened was  
 4 we could have filled it out over the phone with them  
 5 on the call. But they, most of the time, will fill  
 6 this document out themselves.  
 7 Q. When you say we, is this a document that  
 8 you originate to the customer, or that Alan  
 9 Christensen originates to the customer, or someone  
 10 else for that matter?  
 11 A. Alan Christensen, the salesperson, would  
 12 have sent this document to Heggem to fill -- to fill  
 13 out.  
 14 Q. And if it had been done over the phone,  
 15 Alan Christensen would have been the one to walk the  
 16 customer through filling this out on the phone?  
 17 A. Yes.  
 18 Q. Mark Smith, do you remember personally  
 19 contacting either Mark Smith or anyone else at Platte  
 20 Valley National Bank about this transaction?  
 21 A. I do not.  
 22 Q. Do you remember ever being advised by Alan  
 23 Christensen, or anyone else at Tetra, that they had  
 24 made such a contact?  
 25 A. I do not remember being advised of that.

00029  
 1 (Exhibit-2 marked.)  
 2 Q. (By Mr. Olsen) The court reporter has  
 3 given you Exhibit 2. Can you identify that?  
 4 A. Yes.  
 5 Q. What is it?  
 6 A. This is a copy of a, oftentimes what we  
 7 call a proposal or a letter of intent that would have  
 8 been prepared to send out to Heggem Construction for  
 9 review.  
 10 Q. When you say prepared, prepared by someone  
 11 in your office?  
 12 A. Correct.  
 13 Q. Is this again Alan Christensen?  
 14 A. Alan would have prepared this physically,  
 15 but the content would have come from either me or my  
 16 boss, the content that goes in the proposal.  
 17 Q. And at the time, in July of '08, who was  
 18 your boss?  
 19 A. Scott Scharman.  
 20 Q. And he's still your boss, that's who you  
 21 report to?  
 22 A. Yes.  
 23 Q. So we can agree, can we not, that at least  
 24 as of July 7, 2008, there were discussions between  
 25 Tetra and Heggem about this transaction?

00030  
 1 A. Yes.  
 2 Q. You remember I asked you the question  
 3 earlier --  
 4 A. Yes.  
 5 Q. -- when you remember that first contact.  
 6 So at least we know that in July we're talking about  
 7 it; true?  
 8 A. Yes, true.  
 9 Q. Now, the funding amount is listed there at  
 10 \$565,430. And that's the amount that ended up in the  
 11 closing documents; is that not true?  
 12 A. I believe it is. I -- if it's the exact  
 13 penny, I'm not sure, but I believe that is the  
 14 amount, yes.  
 15 Q. Did you have anything to do with providing  
 16 this amount?  
 17 MR. ENSOR: Objection, vague.  
 18 Q. (By Mr. Olsen) I guess instead of  
 19 providing, that's probably a good objection, let's  
 20 talk about calculating this amount.  
 21 MR. ENSOR: The amount set forth in --  
 22 MR. OLSEN: \$565,430.  
 23 THE WITNESS: I did not.  
 24 Q. (By Mr. Olsen) Do you know who did?  
 25 A. That number was given to us by the

00031  
 1 customer, by Heggem Construction.  
 2 Q. How do you know that?  
 3 A. I believe we have a list of equipment that  
 4 they provided us, that's my recollection of -- that  
 5 it was given to us. I don't have the means also by  
 6 which to come up with this figure, it is always a  
 7 number that is given to us by the lessee.  
 8 MR. OLSEN: Rick, I don't have a copy of  
 9 this. This is Exhibit 11 that you --  
 10 MR. ENSOR: I can either run you a copy or  
 11 I can read over his shoulder, whatever you prefer.  
 12 MR. OLSEN: I suppose I better mark it  
 13 though.  
 14 (Exhibit-3 marked.)  
 15 Q. (By Mr. Olsen) I want to hand you Exhibit  
 16 3. Have you ever seen Exhibit 3 before?  
 17 A. This does look familiar. I'm not -- I'm  
 18 not completely sure if I have seen this exact  
 19 document or not.  
 20 Q. I should maybe ask it this way. This list  
 21 of equipment that you said that you got from Heggem,  
 22 that you remember seeing, do you remember what it  
 23 looked like?  
 24 A. Not specifically, no.  
 25 Q. So you wouldn't recognize it if you saw

00032  
 1 it?  
 2 A. I don't know what the -- I would not know  
 3 what the exact list looked like.  
 4 Q. But what you are testifying about is that  
 5 you remember a list of equipment that Heggem  
 6 provided?  
 7 A. Yes.  
 8 Q. And do you remember whether that list  
 9 included as Exhibit 3, all of his equipment, or if it  
 10 included just certain pieces of the equipment?  
 11 A. I don't recall.  
 12 Q. The \$565,430, is it your recollection that  
 13 the equipment list that Heggem provided you had  
 14 values that added up to this?  
 15 A. Yes.  
 16 Q. Is it your recollection that -- well, do  
 17 you know whether Tetra, or anyone on behalf of Tetra,  
 18 requested that list?  
 19 A. I believe that Alan Christensen would have  
 20 requested that list so that we knew what to put  
 21 together.  
 22 Q. Did Tetra, based upon your recollection,  
 23 participate in selecting the pieces of equipment that  
 24 you were looking to buy?  
 25 A. I don't -- I don't believe so. I don't

00033  
 1 specifically recall, but I do not believe we were  
 2 involved in any of the selection of the equipment.  
 3 Q. So is that common in these transactions  
 4 for the customer to tell you what they want to sell?  
 5 A. Yes.  
 6 Q. And is it also common then that Tetra,  
 7 based upon what the customer wants to sell, that's  
 8 what they agree to buy?  
 9 MR. ENSOR: Objection, form.  
 10 THE WITNESS: Yes, it's common.  
 11 Q. (By Mr. Olsen) Are there ever instances  
 12 where Tetra looks at the list of equipment that the  
 13 customer wants to sell and tells the customer, well,  
 14 we'll buy those, but we're not going to buy these?  
 15 A. That has happened. I wouldn't say that's  
 16 common, but it has happened.  
 17 Q. And is it common when Tetra looks at the  
 18 list of equipment that the customer wants to sell,  
 19 for Tetra to accept the values that the customer  
 20 attaches to each piece of equipment?  
 21 MR. ENSOR: Objection, vague, foundation.  
 22 THE WITNESS: It -- it -- it would depend  
 23 on the -- the circumstances in the transaction.  
 24 Sometimes yes, sometimes no.  
 25 Q. (By Mr. Olsen) And when yes, and when no?

00034  
 1 MR. ENSOR: Same objections.  
 2 THE WITNESS: If -- it depends on what  
 3 our -- it can depend on many factors. It could  
 4 depend on what our -- the structure of our  
 5 transaction is, what our at-risk investment is, based  
 6 on the credit. You know, it can depend on if it's  
 7 even necessary to obtain a value or not. If the  
 8 equipment is one of our primary sources of recovery,  
 9 you know, in the event of a default, in many of those  
 10 instances, you know, we may require something like an  
 11 evaluation or something of the equipment. But if  
 12 we're secure, then it might not be necessary.  
 13 Q. (By Mr. Olsen) Well, in the Heggem  
 14 transaction, was the equipment your primary source of  
 15 recovery in the event of default?  
 16 A. No.  
 17 Q. What was?  
 18 A. In this transaction, our primary source  
 19 would have been a security deposit.  
 20 Q. A security deposit in the amount of the  
 21 proceeds from the sale?  
 22 MR. ENSOR: Objection, form, calls for a  
 23 legal conclusion, vague.  
 24 THE WITNESS: It was a, my understanding,  
 25 a security deposit in -- in the full amount of the

00035  
 1 transaction.  
 2 Q. (By Mr. Olsen) Well, in this case, you  
 3 bought the equipment, you bought the Heggem equipment  
 4 for \$565,430; is that right?  
 5 MR. ENSOR: Objection, assumes facts not  
 6 in evidence, form.  
 7 THE WITNESS: It's my understanding that  
 8 that was the amount, yes, when we closed the  
 9 transaction.  
 10 Q. (By Mr. Olsen) And we don't have a  
 11 dispute on whether or not this was a sale. I mean  
 12 Tetra actually bought the equipment, did they not?  
 13 A. Yes.  
 14 Q. And they actually, and they paid \$565,430  
 15 for it; true?  
 16 MR. ENSOR: Objection, form, calls for a  
 17 legal conclusion, vague.  
 18 THE WITNESS: We did not pay Heggem  
 19 \$565,430, no. They did not -- we did not pay them  
 20 any money for the equipment.  
 21 Q. (By Mr. Olsen) Did they just give you the  
 22 equipment?  
 23 MR. ENSOR: Objection, form.  
 24 THE WITNESS: No, the money -- the money  
 25 was -- was funded into a security deposit, is where

00036  
 1 the -- the funds went. No funds were given to  
 2 Heggem.  
 3 Q. (By Mr. Olsen) Well, I'm not -- my  
 4 question wasn't whether any funds were given to  
 5 Heggem, my question was that for the purchase of the  
 6 equipment, of Heggem's equipment, Tetra paid  
 7 \$565,430?  
 8 MR. ENSOR: Objection, vague, legal  
 9 conclusion, asked and answered.  
 10 THE WITNESS: I'm not sure -- I'm not sure  
 11 I agree with the wording of the question, but yet the  
 12 transaction was for \$565,000. We did not pay Heggem  
 13 \$565,000 for that equipment.  
 14 Q. (By Mr. Olsen) Well, you really did,  
 15 didn't you, it just translated into a security  
 16 deposit instead of in his hand?  
 17 A. In that aspect, yes.  
 18 Q. Right.  
 19 A. Yes.  
 20 Q. And you put it in a security deposit  
 21 because you wanted to secure the payments that he was  
 22 to make on the lease, on the leaseback of the  
 23 equipment?  
 24 A. Correct.  
 25 Q. And so getting back to my original

00037  
 1 question, and that was that the equipment itself was  
 2 not the primary recovery source, the security deposit  
 3 was. So that being the case, then this figure of  
 4 \$565,430, Tetra really didn't care what that figure  
 5 was?  
 6 MR. ENSOR: Objection, form.  
 7 THE WITNESS: I can't speak for everyone  
 8 in the company, but yeah, I don't believe that was a  
 9 major issue as to what the value of the equipment  
 10 was.  
 11 Q. (By Mr. Olsen) Because regardless of what  
 12 the value of the equipment was, you were secured with  
 13 the \$565,430 security deposit?  
 14 A. Correct.  
 15 Q. The Exhibit 2, on the second page, it  
 16 talks about the security deposit that we've been  
 17 talking about. And it looks like this proposal back  
 18 in July of '08 talked about a security deposit in the  
 19 amount of 40 percent of the original cost of the  
 20 equipment; true?  
 21 A. Yes.  
 22 Q. And so based upon this proposal of July 7,  
 23 2008, Heggem then would have received 60 percent of  
 24 the original cost of the equipment from Tetra if this  
 25 proposal had been accepted; isn't that true?

00038  
 1 A. Correct, yes, that's true.  
 2 Q. So then let's move ahead to September 18  
 3 of '08.  
 4 (Exhibit-4 marked.)  
 5 Q. (By Mr. Olsen) That's Exhibit 4 that the  
 6 court reporter has given you. Can you identify that?  
 7 A. I can identify it. I don't know that I've  
 8 seen this document, but generally I know what this  
 9 document is.  
 10 Q. Tell us generally what it is.  
 11 A. This is an approval summary which our  
 12 chief credit officer would have sent and then  
 13 received back from our bank, Republic Bank, approving  
 14 the terms outlined in this -- in this letter.  
 15 Q. Who is your chief credit officer?  
 16 A. His name is Jordan Greenwell.  
 17 Q. If you'll look on the first page, you'll  
 18 note now the security deposit must be equal to 100  
 19 percent of the equipment. Do you know why that  
 20 changed from 40 percent?  
 21 A. My general recollection is that at the  
 22 time when we were discussing the proposed terms of  
 23 this transaction, Heggem wanted, I believe it was  
 24 longer terms than what we had originally proposed for  
 25 them. And in order to accommodate some of their

00039  
 1 requests, we had to increase the security deposit up  
 2 to 100 percent to give them terms that they were  
 3 comfortable with. And I believe it was in the form  
 4 of a longer term with a different payment amount.  
 5 Q. Okay, if you'll look back at Exhibit 2,  
 6 the base lease term there is 30 months, and it looks  
 7 like Exhibit 4 is 60 months. Is that the extension  
 8 that you're talking about, or the extended term?  
 9 A. Yes.  
 10 Q. On the second page of Exhibit 4, there is  
 11 a "Note: Rate on SD." Do you assume that that  
 12 refers to -- I'm talking about the handwritten note  
 13 below Carpenter's signature, it says the "rate on  
 14 SD," and I'm assuming that's SD for security deposit;  
 15 would you agree?  
 16 MR. ENSOR: Objection, foundation.  
 17 THE WITNESS: That would be my assumption.  
 18 Q. (By Mr. Olsen) It says the rate on that  
 19 security deposit to be one percent. Is it your  
 20 understanding that that's the interest that the  
 21 security deposit was going to generate while it was  
 22 in the possession of the Republic Bank?  
 23 A. Yes, that's what I would understand that  
 24 to mean.  
 25 Q. And then there was a spread to Republic

00040  
 1 Bank to be six percent. Does that suggest to you  
 2 that that was the rate of return from Republic Bank  
 3 for holding the security deposit?  
 4 MR. ENSOR: Objection, foundation.  
 5 THE WITNESS: That one, I do not know.  
 6 Q. (By Mr. Olsen) Do you know, like on the  
 7 proposal of September 18, 2008, how your gross margin  
 8 was figured for the purpose of looking at  
 9 commissions?  
 10 A. Yes, I generally know how to calculate  
 11 that, that figure.  
 12 Q. If you were going to calculate it off of  
 13 the September 18, 2008 proposal, how would you do  
 14 that?  
 15 A. What I would have to do is I would have to  
 16 use, I would have to take my calculator and run -- I  
 17 would just run a present value calculation based on  
 18 our cost of money to Republic Bank, the payments that  
 19 were going to be received, the term of the lease, and  
 20 any estimated, whatever the end-of-term provisions  
 21 were to be included. And we would -- I would have to  
 22 run a present value calculation to see what type of  
 23 margins and that.  
 24 Q. And once this transaction was closed, did  
 25 you do that?

00041  
 1 A. I -- I assume that I did, yes. I would do  
 2 that on almost -- I would do that on any transaction  
 3 that was -- that was closed.  
 4 Q. Would you have retained those  
 5 calculations?  
 6 A. Probably not. Only in the form of I may  
 7 have a -- we receive a commission sheet, but I  
 8 don't -- I doubt I would have it this far back. I  
 9 destroy them after usually a year.  
 10 MR. ENSOR: Can we take a break when you  
 11 reach a good point?  
 12 MR. OLSEN: That's fine.  
 13 MR. ENSOR: Okay.  
 14 (Break.)  
 15 Q. (By Mr. Olsen) Back to Exhibit 2, and the  
 16 funding amount of \$565,430, if that amount was  
 17 determined as, as you suggested, was there a need to  
 18 do the inspections that were done in this case?  
 19 MR. ENSOR: Objection, vague.  
 20 THE WITNESS: I think an inspection, yes,  
 21 we wanted to make sure the equipment was there.  
 22 Q. (By Mr. Olsen) Was that the only thing  
 23 that you were looking to do, was make sure the  
 24 equipment was there?  
 25 A. See as how I don't order the inspection,

00042  
 1 that's kind of out of my -- I just take more of a  
 2 sales role. So that kind of stuff is, I'm probably  
 3 not best served to answer it. But I wouldn't see a  
 4 lot more reason than just, you know, it could be a  
 5 secondary source of collateral for us, but we just  
 6 need to make sure it's there, that they're not making  
 7 it up.  
 8 Q. Who is responsible for ordering those  
 9 inspections?  
 10 A. Under the direction of our -- of our chief  
 11 credit officer, they will have someone in our  
 12 operations department order those. It's -- it could  
 13 be a number of people.  
 14 Q. Who makes the decision on whether to order  
 15 those inspections?  
 16 A. Ultimately, that decision is made by Scott  
 17 Scharman and/or Jordan Greenwell.  
 18 Q. And you know in this particular case that  
 19 inspections were done?  
 20 A. Just because I've been told that there was  
 21 one done.  
 22 Q. You haven't seen the inspection reports?  
 23 A. I have not.  
 24 Q. When you were told that the inspections  
 25 were done, were you told that they were also, that

00043  
 1 the condition of the equipment was related in the  
 2 inspection reports?  
 3 A. I was not told anything about the  
 4 condition of the equipment.  
 5 Q. The pictures of the equipment was taken?  
 6 A. I wasn't -- I was not told any of that.  
 7 Q. Commonly, what is your understanding of  
 8 when inspections are usually done by Tetra, or  
 9 ordered by Tetra?  
 10 A. I believe in almost, almost, if not all of  
 11 our transactions, we will send someone out to inspect  
 12 the equipment.  
 13 Q. And is that generally, is the purpose of  
 14 that inspection generally, as you've mentioned in  
 15 this particular case, in the Heggem case, to make  
 16 sure the equipment exists, they're not making it up?  
 17 MR. ENSOR: Objection, foundation.  
 18 THE WITNESS: Yes.  
 19 (Exhibit-5 marked.)  
 20 Q. (By Mr. Olsen) Hand you what's been  
 21 marked Exhibit Number 5. Can you identify that,  
 22 please?  
 23 A. This looks like a copy of a -- of another  
 24 letter of intent proposal.  
 25 Q. It's dated October 21 of '08?

00044  
 1 A. Yes.  
 2 Q. And this has the same funding amount, does  
 3 it not, of \$565,430?  
 4 A. Yes.  
 5 Q. And on the second page, it looks like the  
 6 security deposit is back to 40 percent; is that  
 7 right?  
 8 A. Yes.  
 9 Q. Do you remember why that was the case?  
 10 A. I do not.  
 11 (Exhibit-6 marked.)  
 12 Q. (By Mr. Olsen) The court reporter has  
 13 given you Exhibit 6. Can you identify that?  
 14 A. This looks like another approval summary  
 15 letter between Tetra and Republic Bank.  
 16 Q. Is that the final one, based on your  
 17 recollection?  
 18 MR. ENSOR: Objection, foundation.  
 19 THE WITNESS: Because I didn't see these  
 20 documents, I don't know if this was the final one.  
 21 Based on the date, you know, it may -- it looks like  
 22 it was close to the -- to the final time, but I don't  
 23 know for sure.  
 24 (Exhibit-7 marked.)  
 25 Q. (By Mr. Olsen) Handing you Exhibit 7.

00045  
 1 Can you identify that?  
 2 A. This is a copy of the -- of the Sale and  
 3 Leaseback Agreement between Tetra and Heggem.  
 4 Q. And you've seen that before?  
 5 A. I have seen the general Sale and Leaseback  
 6 Agreement, but I -- I don't get involved with  
 7 documentation. So this one I don't know if I've  
 8 seen; I may have.  
 9 Q. Do you see the date, October 2 of 2008?  
 10 Do you know if this transaction was backdated?  
 11 A. I do not know.  
 12 Q. Well, in looking at Exhibit 6, you  
 13 indicated that the date of December 30 of '08 was  
 14 near the time the matter was closed, so maybe that's  
 15 what I need to ask you. What's your recollection as  
 16 to when the matter was closed?  
 17 A. I believe that it was -- it was closed  
 18 around the end of that year, beginning of 2009.  
 19 Q. And you'd agree, would you not, that  
 20 Exhibit 7 shows a date of October 2 of '08?  
 21 A. Yes, I would agree with that.  
 22 Q. And that Exhibit 7 refers to \$565,430 as  
 23 the purchase price; is that not true?  
 24 MR. ENSOR: Where are you reading from?  
 25 MR. OLSEN: Paragraph two.

00046  
 1 THE WITNESS: Yes.  
 2 Q. (By Mr. Olsen) And so you would agree  
 3 that that was the purchase price, that's what Tetra  
 4 agreed to pay for the equipment; isn't that true?  
 5 MR. ENSOR: Objection, form.  
 6 THE WITNESS: \$565,000 -- I agree,  
 7 \$565,430 was the amount of the transaction, yes.  
 8 Q. (By Mr. Olsen) That was the amount that  
 9 Tetra agreed to pay for the equipment?  
 10 MR. ENSOR: Objection, form.  
 11 THE WITNESS: Again, you know, I'm not  
 12 sure I agree with the -- with the wording, because we  
 13 did not pay -- we did not pay Heggem Construction  
 14 \$565,000.  
 15 Q. (By Mr. Olsen) Eventually we're going to  
 16 talk about the titles to some of this equipment. And  
 17 Tetra received a bill of sale for some of the  
 18 equipment and also received titles to the equipment,  
 19 some of the equipment, did they not?  
 20 A. I assume they did. I have not seen the  
 21 titles, but I assume that they -- that they did on  
 22 the equipment.  
 23 Q. You would assume that Tetra would have  
 24 become the owner of this equipment that was being  
 25 purchased; isn't that true?

00047  
 1 A. Yes.  
 2 Q. So then what was the consideration Tetra  
 3 gave for owning or for receiving and then owning this  
 4 equipment?  
 5 A. The agreement was that we -- we would fund  
 6 a transaction into a security deposit in the amount  
 7 of 565, for which Heggem Construction, if they -- if  
 8 they paid all of their obligations over the term of  
 9 the lease, then they would have future rights to  
 10 those -- to that money.  
 11 Q. They would have gotten that money?  
 12 A. Once all their obligations were satisfied,  
 13 yes.  
 14 (Exhibit-8 marked.)  
 15 Q. (By Mr. Olsen) The court reporter has  
 16 given you now Exhibit 8. Can you identify that?  
 17 A. Yes, this is the Master Lease Agreement.  
 18 MR. ENSOR: If I can state for the record,  
 19 it is missing a page, page 15 of 16.  
 20 MR. OLSEN: Is it?  
 21 THE WITNESS: I'm not quite back there,  
 22 so...  
 23 MR. OLSEN: I've got 15 in mine.  
 24 MR. ENSOR: Do you have 15?  
 25 THE WITNESS: I do not have a 15.

00048  
 1 MR. OLSEN: Do you want to make a couple  
 2 of copies of that?  
 3 MR. ENSOR: Yes, let's go off the record.  
 4 (Break.)  
 5 Q. (By Mr. Olsen) Go back to the Exhibit 8,  
 6 and you were in the process of identifying that  
 7 document. You also see that it's got a date of  
 8 October 2 of 2008; do you not?  
 9 A. Yes.  
 10 Q. Would that document, and also the previous  
 11 document, Exhibit 7, would those have been documents  
 12 prepared by Tetra?  
 13 A. Yes.  
 14 Q. And so then I move on to --  
 15 (Exhibit-9 marked.)  
 16 Q. (By Mr. Olsen) The court reporter has  
 17 given you Number 9. Can you identify that?  
 18 A. Yes, this is the Lease Schedule.  
 19 Q. That's also prepared by Tetra, is it not?  
 20 A. Yes.  
 21 Q. And that shows the total lease property  
 22 cost of \$565,430; that's the same figure that we've  
 23 been talking about?  
 24 A. Yes.  
 25 MR. ENSOR: Line seven?

00049  
 1 MR. OLSEN: Line seven.  
 2 Q. (By Mr. Olsen) And in line 11, it notes  
 3 that security interest will be junior in priority  
 4 only to the security interest held by the Platte  
 5 Valley National Bank. Is that something that you  
 6 knew?  
 7 A. Yes, I was -- generally I was -- I knew  
 8 that this was the case.  
 9 Q. How did you know that?  
 10 A. I had turned this over to our credit  
 11 department and counsel who put this together. And I  
 12 was informed by them that this provision was in  
 13 the -- the Lease Schedule.  
 14 Q. And is that then the first time that you  
 15 were aware that Platte Valley Bank had a prior  
 16 security interest in this equipment?  
 17 MR. ENSOR: I'm going to object to the  
 18 extent it assumes facts not in evidence and calls for  
 19 a legal conclusion. You can answer.  
 20 THE WITNESS: I was aware previous to  
 21 that, that Platte Valley had some sort of interest in  
 22 Heggem Construction and/or this equipment. And that  
 23 was the reason why I turned it over to counsel and  
 24 documentation for their input as to how we approach  
 25 that.

00050  
 1 Q. (By Mr. Olsen) How did you know that?  
 2 A. I knew that because part of our  
 3 documentation oftentimes may require a -- a type of  
 4 subordination agreement. And I was made aware that  
 5 one was sent to Platte Valley, but not signed.  
 6 Q. Who made you aware of that?  
 7 A. It was Heggem, through Alan. Alan came to  
 8 me and indicated generally that Platte Valley has not  
 9 signed the subordination agreement.  
 10 Q. Do you remember seeing the subordination  
 11 agreement?  
 12 A. I do not.  
 13 Q. Do you know whether one was physically  
 14 prepared?  
 15 A. I -- I do.  
 16 Q. And how do you know that?  
 17 A. I -- in looking back through these  
 18 documents, number one, I -- I saw that one was  
 19 prepared. And in my general recollection of my  
 20 dialogue with Alan, in that there was -- that when  
 21 Heggem had come back and said Platte Valley will not  
 22 sign the subordination, it was -- that was evidence  
 23 to me that one was prepared and sent out.  
 24 Q. And the fact that Platte Valley didn't  
 25 agree to sign, did that have any effect on the deal

00051  
 1 with Heggem going forward?  
 2 MR. ENSOR: Objection, foundation. That  
 3 doesn't sound like you were involved in the  
 4 communications with Counsel, but to the extent you  
 5 were, don't reveal attorney/client privileges,  
 6 confidences.  
 7 THE WITNESS: It -- it could have  
 8 potentially had impact. Like I said, when I was  
 9 aware or became aware that, I don't know why we had  
 10 sent out the subordination. When I became aware they  
 11 wouldn't sign it, that's when I turned it over to  
 12 Counsel and to documentation to see what they wanted  
 13 or proposed that we do.  
 14 Q. (By Mr. Olsen) Your comment was that you  
 15 didn't know why a subordination was sent out. Does  
 16 that suggest that you didn't think one was indicated  
 17 for this transaction?  
 18 MR. ENSOR: Objection, misstates his  
 19 testimony.  
 20 THE WITNESS: I -- to clarify, I did not  
 21 know why this was sent out, because I had not  
 22 reviewed or looked at any of the filings or anything  
 23 with Platte Valley, and I did not -- so I was unaware  
 24 as to why the document was prepared.  
 25 Q. (By Mr. Olsen) Well, ultimately you know

00052  
 1 the deal went ahead and closed?  
 2 A. Yes.  
 3 Q. Do you know what happened in the course of  
 4 closing that deal that made the inability to get that  
 5 subordination agreement not an issue? That was  
 6 terrible, let me try that again.  
 7 MR. ENSOR: Do you want me to object?  
 8 MR. OLSEN: Yes, why don't you.  
 9 Q. (By Mr. Olsen) I mean, the deal closed  
 10 without a subordination; do you know why?  
 11 A. Specifically, other than what I know was  
 12 prepared here, what we just reviewed in the Lease  
 13 Schedule, that's something I really don't okay or not  
 14 okay. It was just my understanding that -- that they  
 15 were comfortable with it for -- with what they put  
 16 together here.  
 17 Q. Well, Republic Bank ultimately agreed to  
 18 go along with it because they had the security  
 19 deposit, isn't that right, to go along without a  
 20 subordination?  
 21 A. Yes.  
 22 Q. So again, the security deposit was the  
 23 thing that made the subordination agreement moot?  
 24 MR. ENSOR: Objection, foundation.  
 25 THE WITNESS: I believe that's what it --

00053  
1 what it would be.  
2 Q. (By Mr. Olsen) Take a look at Exhibit 9,  
3 and go to Exhibit A, to the Lease Schedule. Do you  
4 see a list of equipment?  
5 MR. ENSOR: I don't have it either.  
6 THE WITNESS: I didn't get an Exhibit A,  
7 I've got an Exhibit B.  
8 MR. OLSEN: Really? I guess I've got copy  
9 person troubles.  
10 MR. ENSOR: Off the record.  
11 (Break.)  
12 Q. (By Mr. Olsen) We're on Exhibit 9, and  
13 now we've got Exhibit A and Exhibit B attached,  
14 thanks to Mr. Ensor making the copies. And my  
15 question was with regard to Exhibit A, that schedule  
16 of equipment; do you see that?  
17 A. Yes.  
18 Q. Is that the schedule that you remember  
19 seeing, or is that a document prepared again by  
20 Tetra?  
21 MR. ENSOR: You mean is that the list of  
22 property that he thinks Platte Valley sent to him?  
23 MR. OLSEN: Right. Not Platte Valley,  
24 Heggem.  
25 MR. ENSOR: Heggem.

00054  
1 THE WITNESS: This is a document prepared  
2 by Tetra.  
3 Q. (By Mr. Olsen) So now the list of  
4 equipment that's found there, is that the list of  
5 equipment, I'm not talking about this specific  
6 document, but the items of equipment that are shown  
7 there, are those the items that were on a list that  
8 you saw early on in this case?  
9 A. I'm going to assume that they are.  
10 With -- I couldn't identify all the equipment pieces,  
11 and so yes I'll -- I would assume that they are.  
12 Q. Look at Exhibit B, what is that?  
13 A. This is a Casualty Loss Schedule.  
14 Q. What's its purpose?  
15 A. My understanding, the purpose of a  
16 casualty loss is in the event of a casualty on the  
17 equipment, if it's destroyed or something of that  
18 nature, these are the amounts that are to be paid  
19 depending on which month the -- in which the casualty  
20 occurs.  
21 Q. And do you know the total casualty loss  
22 value, how that's calculated, where it comes from?  
23 A. I do not, I don't do any of that.  
24 Q. Is that the credit department again?  
25 A. It would be more the documentation

00055  
1 department under -- under the direction of -- of my  
2 boss, Scott Scharman.  
3 Q. The casualty loss percentage, do you know  
4 where that comes from?  
5 A. Again, same -- same -- same answer.  
6 (Exhibit-10 marked.)  
7 Q. (By Mr. Olsen) The court reporter has  
8 given you Exhibit 10. Can you identify that?  
9 A. This is the Final Acceptance Certificate  
10 to the -- to the lease.  
11 Q. That's a document prepared by Tetra?  
12 A. Yes.  
13 Q. And the previous Exhibit 9, I'm not sure I  
14 asked you that, but that was a document prepared by  
15 Tetra as well?  
16 A. Yes.  
17 (Exhibit-11 marked.)  
18 Q. (By Mr. Olsen) The court reporter has now  
19 given you Exhibit 11. Can you identify that, please?  
20 A. This is a Bill of Sale and an accompanying  
21 exhibit of equipment.  
22 Q. Have you seen that before?  
23 A. I have not.  
24 Q. We can agree, can we not, that it shows  
25 Heggem as seller?

00056  
1 A. Yes.  
2 Q. And Tetra Financial Group, LLC, as the  
3 buyer?  
4 MR. ENSOR: Objection, foundation.  
5 Q. (By Mr. Olsen) Isn't that what the  
6 document says?  
7 A. Yes.  
8 Q. And Exhibit A, take a look, that's the  
9 same list of equipment, is it not, that's been  
10 attached to the previous documents that you've been  
11 identifying?  
12 A. Yes.  
13 Q. That's a document prepared by Tetra?  
14 A. Yes, I believe this is.  
15 (Exhibit-12 marked.)  
16 Q. (By Mr. Olsen) The court reporter has  
17 given you Exhibit 12. Can you identify that?  
18 A. It's a copy of a personal guaranty or an  
19 Individual Guaranty.  
20 Q. Is it common for Tetra to ask for personal  
21 guaranties in these transactions?  
22 A. Yes.  
23 Q. And the date, this one is dated October 2  
24 of 2008?  
25 A. Yes.

00057  
 1 Q. And this is a guaranty for Thomas Justin  
 2 Heggem; true?  
 3 A. Yes.  
 4 Q. And who did you understand him to be?  
 5 A. I understood him to be one of the owners  
 6 of Heggem Construction.  
 7 Q. I should have asked you with regard to  
 8 Exhibit 11. Would you take that back, that shows a  
 9 date of October 2 of 2008; does it not?  
 10 A. Yes.  
 11 Q. And back to Exhibit Number 10, that shows  
 12 a date, does it not, of January 2 of 2009?  
 13 A. Yes.  
 14 Q. So can we agree that that's the date this  
 15 matter was closed?  
 16 A. It would just depend on your definition of  
 17 closed, we may have different definitions there. But  
 18 I agree this is the date on which they did the final  
 19 acceptance of the equipment.  
 20 Q. The Exhibit 9, I'm not sure I asked you  
 21 about that, but the date of that was October 2 of  
 22 2008; is that right?  
 23 A. Yes.  
 24 (Exhibit-13 marked.)  
 25 Q. (By Mr. Olsen) The court reporter has

00058  
 1 given you Exhibit 13. Can you identify that?  
 2 A. This is a Security Agreement.  
 3 Q. It's between who?  
 4 MR. ENSOR: Objection, foundation.  
 5 THE WITNESS: It indicates that it's  
 6 between Heggem Construction and Tetra Financial  
 7 Group.  
 8 Q. (By Mr. Olsen) And Heggem is referred to  
 9 as the debtor; are they not?  
 10 A. Yes.  
 11 Q. And Tetra is the secured party?  
 12 A. Yes.  
 13 Q. And down under collateral, do you see  
 14 that, number three?  
 15 A. Yes.  
 16 Q. The cash security deposit, is that the  
 17 same cash security deposit that we've been talking  
 18 about?  
 19 A. Yes, that's my understanding.  
 20 (Exhibit-14 marked.)  
 21 Q. (By Mr. Olsen) Exhibit 14, can you  
 22 identify that?  
 23 A. Yes, this is an ACH payment authorization  
 24 form.  
 25 Q. What was the purpose of that, or what's

00059  
 1 your understanding of the purpose of that?  
 2 A. This would have been put in place in order  
 3 for Tetra to be able to debit the monthly payments,  
 4 the monthly rental payments on the lease from Heggem.  
 5 Q. That's a document prepared by Tetra?  
 6 A. Yes.  
 7 Q. What's the date of that document?  
 8 A. This one does not have a date at the  
 9 bottom. I'm looking to see if there's one in the  
 10 body of the document.  
 11 MR. ENSOR: It's undated.  
 12 Q. (By Mr. Olsen) Can you tell from that  
 13 document that that's part of the transaction that  
 14 we've been talking about between Tetra and Heggem?  
 15 A. I would assume that this is, yes.  
 16 (Exhibit-15 marked.)  
 17 Q. (By Mr. Olsen) The court reporter is  
 18 going to give you Exhibit 15. Can you identify that?  
 19 A. This is a Notice of Assignment document.  
 20 Q. What is your understanding of that  
 21 document?  
 22 A. My general understanding of this is that  
 23 the --  
 24 MR. ENSOR: Let me just object on  
 25 foundation grounds. Go ahead.

00060  
 1 THE WITNESS: My general understanding of  
 2 this document is that it assigns the payments of rent  
 3 to Republic Bank as they participate, because they  
 4 participate in the funding.  
 5 Q. (By Mr. Olsen) A document prepared by  
 6 Tetra?  
 7 MR. ENSOR: Objection, foundation.  
 8 THE WITNESS: Yes.  
 9 Q. (By Mr. Olsen) The date of that is  
 10 October 2 of 2008?  
 11 A. Yes.  
 12 (Exhibit-16 marked.)  
 13 Q. (By Mr. Olsen) Exhibit 16, can you  
 14 identify that?  
 15 A. Yes, this -- this is an insurance  
 16 information form.  
 17 Q. Tetra wants to make sure in these types of  
 18 transactions where the equipment is being leased  
 19 back, that the lessee carries the insurance on the  
 20 equipment?  
 21 A. Yes.  
 22 Q. So this is a document prepared by Tetra?  
 23 A. Yes.  
 24 (Exhibit-17 marked.)  
 25 Q. (By Mr. Olsen) Is this 17?

00061  
 1 A. 17.  
 2 Q. Can you identify that?  
 3 A. This is an invoice from Tetra to Heggem,  
 4 and a copy of a check. It appears to be -- have  
 5 been, not a cancelled check, but a check that appears  
 6 to have been sent to Tetra for this invoice.  
 7 Q. The amount, it says documentation fees  
 8 \$350, and the remainder due on deposit \$435.39; do  
 9 you know what those amounts are for?  
 10 A. Yes, the documentation fee of \$350 is  
 11 simply that, it's a fee that we charge internally to  
 12 each of our lessees for the preparation of all the  
 13 documents. The remainder due on deposit, my  
 14 understanding of that is that the -- most of our  
 15 transactions have an initial deposit upfront that is  
 16 paid, and it is -- which is applied to the final  
 17 payment of base term rent under the lease. And we  
 18 collect one, an amount equal to one month's rent  
 19 upfront to be applied to that payment. It looks like  
 20 we did not have one full month on hand, and so the --  
 21 there was \$435.39 which needed to be collected in  
 22 order to make sure we had one full month deposit to  
 23 last payment.  
 24 Q. Back on Exhibit 9, it shows a monthly  
 25 payment of \$11,591.32, so based on what you've just

00062  
 1 said, does that mean that the \$435.39 would be the  
 2 balance of a monthly payment of \$11,591.32 that  
 3 hadn't been received?  
 4 A. Yes, that would be my understanding.  
 5 Q. Okay.  
 6 (Exhibit-18 marked.)  
 7 Q. (By Mr. Olsen) Exhibit 18, can you  
 8 identify that?  
 9 A. Yes, this is a -- an Approval Checklist  
 10 that is provided to me by our chief credit officer  
 11 once an approval is issued on a transaction, and a  
 12 copy of what looks to be a check from Heggem  
 13 Construction. I believe this would be the check for  
 14 the one month deposit to last.  
 15 Q. Or actually part of the --  
 16 A. Part of the one month deposit to last.  
 17 Q. The other 400 and some odd dollars that  
 18 you just identified on that invoice would have been  
 19 the balance of it?  
 20 A. Correct.  
 21 MR. ENSOR: On the deposit for the last  
 22 month?  
 23 THE WITNESS: Yes, that's my  
 24 understanding. If you were to add those two  
 25 together, I believe it would calculate.

00063  
 1 (Exhibit-19 marked.)  
 2 Q. (By Mr. Olsen) The court reporter is  
 3 going to give you Exhibit 19. Can you identify that?  
 4 A. This is a Sales and Assignment Agreement.  
 5 Q. Who is it between?  
 6 A. Between Tetra Financial Group and Republic  
 7 Bank.  
 8 Q. Dated?  
 9 A. December 31, 2008.  
 10 Q. What is your understanding of this  
 11 document?  
 12 MR. ENSOR: Objection, foundation.  
 13 THE WITNESS: Not being a documentation  
 14 person, this -- I can't really -- I cannot speak  
 15 intelligently about this document.  
 16 Q. (By Mr. Olsen) Have you seen the document  
 17 before?  
 18 A. I have seen -- I have seen a general copy  
 19 of this document, but I don't know that I've ever  
 20 read it in its entirety.  
 21 Q. It's signed by Harold Turley. Who is  
 22 Harold Turley?  
 23 A. Harold Turley was previously the -- one of  
 24 the previous owners of Tetra Financial Group.  
 25 Q. At the time that he signed this, would he

00064  
 1 have been secretary/treasurer of the company?  
 2 A. Yes.  
 3 Q. He would have had the authority to sign  
 4 this document, as far as you know?  
 5 A. Yes.  
 6 Q. And in paragraph one, it refers to leased  
 7 property designated in the schedule, and it refers to  
 8 Lease Schedule No. 1. Do you know whether that  
 9 refers to Exhibit Number 9?  
 10 A. I believe it does, yes.  
 11 (Exhibit-20 marked.)  
 12 Q. (By Mr. Olsen) The court reporter has  
 13 given you Exhibit 20. Have you seen that before?  
 14 A. I have not seen this before.  
 15 Q. That's addressed to Mark Carpenter at  
 16 Republic Bank; is it not?  
 17 A. Yes.  
 18 Q. And it's a direction to him to wire  
 19 transfer the proceeds of the sale. Do you know what  
 20 sale that's referring to?  
 21 MR. ENSOR: Objection, foundation.  
 22 THE WITNESS: I would assume it refers to  
 23 this -- this lease transaction.  
 24 Q. (By Mr. Olsen) Well, the re on the letter  
 25 says Heggem Construction Master Lease Agreement, does

00065  
1 it not, the Lease Schedule No. 1?  
2 A. Yes.  
3 Q. Those are the same documents you've  
4 identified; isn't that right?  
5 A. Yes.  
6 Q. And the amount that's shown on there, the  
7 \$565,430, is the amount of the security deposit that  
8 we've been talking about; is that right?  
9 A. Yes.  
10 Q. What is the nine, do you know what the  
11 \$9,531 is?  
12 MR. ENSOR: Objection, foundation.  
13 THE WITNESS: I do not.  
14 (Exhibit-21 marked.)  
15 Q. (By Mr. Olsen) Exhibit 21, can you  
16 identify that?  
17 A. No, I have never seen this document.  
18 Q. The last one, Exhibit 20, was dated  
19 December 31, 2008, and that's the same date of  
20 Exhibit 21; is it not?  
21 A. Yes.  
22 Q. It again, does it not refer to Heggem  
23 Construction, the Master Lease Agreement and Lease  
24 Schedule No. 1?  
25 A. Yes.

00066  
1 Q. Those are the same documents you've  
2 identified previously in this matter; is it not?  
3 A. Yes.  
4 Q. And does it look to you like Mr. Turley,  
5 on behalf of Tetra, is sending Republic Bank  
6 documents for their execution?  
7 A. I'm not sure for their execution, this one  
8 looks like it's for their review. I don't think --  
9 it doesn't look like there's a place for them to sign  
10 this. Oh, I see what you're saying, these documents  
11 that are listed here.  
12 Q. Right.  
13 A. Yes.  
14 Q. And at the time of December 31, 2008,  
15 Mr. Turley would have been authorized to act on  
16 behalf of Tetra; is that right?  
17 A. Yes.  
18 (Exhibit-22 marked.)  
19 Q. (By Mr. Olsen) You've been given Exhibit  
20 22. Can you identify that?  
21 A. Only by what it says on here, I have not  
22 seen this document. It says Commercial Security  
23 Agreement.  
24 Q. You can identify it based on what it says,  
25 is a Commercial Security Agreement, between Heggem

00067  
1 and Platte Valley National Bank; is that true?  
2 A. Yes.  
3 Q. And it's dated March 13 of 2002?  
4 A. Yes.  
5 Q. In the course of your duties with Tetra,  
6 on occasion do you have to review commercial security  
7 agreements?  
8 A. No.  
9 Q. So you're not familiar with the standard  
10 provisions of a commercial security agreement?  
11 MR. ENSOR: Objection, vague.  
12 THE WITNESS: No, I'm not.  
13 Q. (By Mr. Olsen) Are you familiar with  
14 secured transactions enough to know that generally a  
15 debtor is not entitled to sell equipment that's  
16 subject to a prior security agreement without the  
17 permission of that security party holder?  
18 MR. ENSOR: Objection, calls for a legal  
19 conclusion, vague.  
20 THE WITNESS: I'm sorry, can I have you  
21 repeat that question?  
22 MR. ENSOR: Do you want to read it back?  
23 MR. OLSEN: No, I'll rephrase.  
24 Q. (By Mr. Olsen) Are you familiar with  
25 secured transactions to the extent that you know they

00068  
1 generally provide for a provision preventing a debtor  
2 from selling secured equipment without the secured  
3 party, previous secured party's consent?  
4 MR. ENSOR: Objection, vague, foundation,  
5 calls for a legal conclusion.  
6 THE WITNESS: I believe generally I  
7 understand that, yes.  
8 Q. (By Mr. Olsen) Do you know if Platte  
9 Valley Bank's consent was secured -- was received in  
10 this particular case for Heggem to sell its equipment  
11 to Tetra?  
12 A. The only thing I know relative to Platte  
13 Valley is that -- that they did not sign our  
14 subordination agreement.  
15 Q. Do you know how Tetra accounted for this  
16 transaction on its books?  
17 A. No.  
18 Q. What did you understand was Heggem's need  
19 for this transaction?  
20 A. It was my general understanding that  
21 they -- they needed this in order to -- it was to  
22 improve, somehow improve the presentation of their  
23 balance sheet financial statements in some way. I  
24 don't understand bonding, things like that, but that  
25 was -- they were needing some sort of bonding, and

00069  
 1 needed -- this was going to help in the -- improve  
 2 presentation of financial statements, which consisted  
 3 of that, something to that regard.  
 4 Q. Did the \$565,430 have any relationship to  
 5 the value of the equipment that Tetra bought?  
 6 MR. ENSOR: Objection, vague.  
 7 THE WITNESS: I -- I don't know, because I  
 8 don't know what the -- what the value was at the time  
 9 that we closed the transaction.  
 10 Q. (By Mr. Olsen) You didn't have it  
 11 appraised?  
 12 A. Not to my knowledge.  
 13 Q. On occasion, does Tetra employ an  
 14 appraiser to give it an opinion with regard to the  
 15 value of equipment?  
 16 A. Yes.  
 17 Q. And in what instances does Tetra do that?  
 18 MR. ENSOR: Objection, foundation. You  
 19 can answer.  
 20 THE WITNESS: It depends, I believe, on  
 21 the -- whether we do an appraisal or not is not my  
 22 call. But it's generally based on what are -- the  
 23 structure of our transaction, how the transaction is  
 24 set up, what our exposure is relative to, you know,  
 25 the impact of the value of the collateral and how

00070  
 1 that can potentially impact the transaction.  
 2 Q. (By Mr. Olsen) Go back to Exhibit Number  
 3 9, if you would, please. Referring back again to  
 4 paragraph 11, you said before that you were aware  
 5 that Platte Valley Bank had a prior security  
 6 interest. Do you know why their name wasn't put on  
 7 the security deposit?  
 8 A. I don't -- my understanding --  
 9 MR. ENSOR: Objection, incomplete  
 10 hypothetical, speculation. Go ahead.  
 11 THE WITNESS: That's -- that -- I don't  
 12 know why, other than I don't believe that was  
 13 their -- that they were entitled to that security  
 14 deposit.  
 15 Q. (By Mr. Olsen) Why don't you believe they  
 16 were entitled to that security deposit?  
 17 A. Because the security deposit, in my  
 18 understanding, was related to this transaction, and  
 19 it was held in the name of, I believe Republic Bank.  
 20 Q. Well, that \$565,430 was the same \$565,430  
 21 that Tetra bought the equipment for, wasn't it?  
 22 MR. ENSOR: Objection, vague, form.  
 23 THE WITNESS: The amount of security  
 24 deposit was equal to the amount of equipment that we  
 25 discussed, yes.

00071  
 1 Q. (By Mr. Olsen) I mean, the \$565,430 in  
 2 the purchase agreement between Tetra and Heggem is  
 3 the same \$565,430 that ended up in the security  
 4 deposit at the Republic Bank; isn't that true?  
 5 MR. ENSOR: Objection, vague, form.  
 6 THE WITNESS: The amounts are the same,  
 7 yes.  
 8 Q. (By Mr. Olsen) I mean, we don't have two  
 9 \$565,430's, it's the same amount?  
 10 A. Yes.  
 11 Q. Okay. So the \$565,430 that was  
 12 consideration for purchasing the equipment by Tetra,  
 13 instead of ending up as cash in Heggem's possession,  
 14 ended up in a security deposit conditional upon his  
 15 taking care of his payments under the lease?  
 16 MR. ENSOR: Objection, vague, calls for a  
 17 legal conclusion in regard to consideration. You can  
 18 answer.  
 19 THE WITNESS: Could you read that back  
 20 actually?  
 21 (The last question was read back.)  
 22 MR. ENSOR: Same objections.  
 23 THE WITNESS: Yes, I believe that's  
 24 accurate.  
 25 (Exhibit-23 marked.)

00072  
 1 Q. (By Mr. Olsen) Can you identify Exhibit  
 2 23?  
 3 A. It's -- this looks like a statement from  
 4 Republic Bank on the security deposit that is being  
 5 held for this transaction.  
 6 Q. Have you seen that before?  
 7 A. I have not.  
 8 Q. It shows Heggem Construction on that  
 9 screen print; does it not?  
 10 A. Yes.  
 11 Q. Do you know whether that's the security  
 12 deposit that we've been talking about, at Republic  
 13 Bank?  
 14 A. I -- I can only assume that it is.  
 15 Q. Is this lease what they commonly refer to  
 16 as a purchase or return renewal lease?  
 17 A. I don't -- those are -- those are options  
 18 at the end of the lease to either, you know, purchase  
 19 the equipment or return it or extend the lease. We  
 20 refer to it commonly as a true lease.  
 21 Q. Those options at the end, is that what  
 22 Senator Bramble has been fussing about?  
 23 MR. ENSOR: Objection, vague, unclear on  
 24 foundation.  
 25 THE WITNESS: Been, yeah, there was -- a

00073  
 1 few years ago, yes, that was something that he was --  
 2 Q. (By Mr. Olsen) Did he introduce  
 3 legislation to restrict those kind of leases?  
 4 MR. ENSOR: Objection, foundation.  
 5 THE WITNESS: Not to my knowledge.  
 6 Q. (By Mr. Olsen) The lease provided for  
 7 \$11,591.32 for 60 months. And you keep referring to  
 8 options, and the options at the end of that lease  
 9 would have been what?  
 10 A. I'd have to confirm by looking at the  
 11 master lease, but the standard options are to buy out  
 12 the lease, you can extend it, or -- or return the  
 13 collateral.  
 14 Q. Buying out the lease, what has to happen  
 15 at the end of the -- assuming all payments are made,  
 16 to do that?  
 17 A. It's the responsibility of the lessee to  
 18 provide us notice of what they intend to do at the  
 19 end of term. And if they elect to buy it, as you  
 20 indicated, or to purchase the -- buy out the lease, I  
 21 submit that request to the finance committee, and  
 22 they will come up with a figure, tell me what that  
 23 figure is, and I will present that to the lessee for  
 24 their review.  
 25 Q. I take it that generally that figure isn't

00074  
 1 a dollar?  
 2 A. It is a dollar.  
 3 Q. It is a dollar?  
 4 MR. ENSOR: Dollar amount.  
 5 THE WITNESS: Dollar amount.  
 6 Q. (By Mr. Olsen) I'm talking about one  
 7 dollar?  
 8 A. In a true lease, no, it's not. We do have  
 9 leases that are, have a one dollar buy-out option at  
 10 the end, but not --  
 11 Q. Go ahead.  
 12 A. But this one is not a -- a true lease,  
 13 that is not the case.  
 14 Q. So what's the difference between a true  
 15 lease and the type of lease that you've just  
 16 described that the buy-out would be a dollar?  
 17 MR. ENSOR: Objection to the extent it  
 18 calls for a legal conclusion.  
 19 Q. (By Mr. Olsen) One dollar?  
 20 MR. ENSOR: And foundation.  
 21 THE WITNESS: Really, the way I have  
 22 always -- it's been explained to me is that, one,  
 23 there are not options in a dollar buy-out lease. At  
 24 the end of the lease you buy the equipment for one  
 25 dollar. In a true lease, you have the flexibility of

00075  
 1 either buying it, extending it, or returning the  
 2 collateral.  
 3 Q. (By Mr. Olsen) If it's extended, I'm  
 4 sorry, if the customer asks for that lease to be  
 5 extended, then what happens then?  
 6 A. Then it will -- it extends for a period of  
 7 12 additional months.  
 8 Q. Under the same terms and conditions?  
 9 A. Yes.  
 10 Q. And then you said, I think, the other one  
 11 was to negotiate a purchase?  
 12 A. Correct.  
 13 Q. And then what goes into that?  
 14 A. Again, they will provide us notice that  
 15 they want to purchase it. I submit a request to our  
 16 finance committee, letting them know the lessee has  
 17 elected to buy out the lease at the end. And they  
 18 will provide me a dollar figure as to what that  
 19 buy-out should be.  
 20 Q. Is it the true lease a couple of years ago  
 21 that came under fire in Utah or that Senator Bramble  
 22 was concerned about?  
 23 A. Yes, the -- the -- what he was concerned  
 24 about would have been in a true lease structure.  
 25 Q. If you'd take Exhibit 20 back a minute,

00076  
 1 your secretary/treasurer in that letter referred to  
 2 proceeds of the sale. Do you disagree with his  
 3 characterization of the \$565,430 as proceeds of the  
 4 sale?  
 5 MR. ENSOR: Objection, foundation, vague  
 6 to the extent it's asking for a legal conclusion.  
 7 THE WITNESS: Again, I don't -- I've never  
 8 seen this document, I don't know if it -- if I agree  
 9 or disagree. We prepared it, so --  
 10 Q. (By Mr. Olsen) Okay, that's fine. I want  
 11 to talk just a little bit about inspections. And I  
 12 have a packet of documents here that include  
 13 inspection reports, and it shows that inspections  
 14 were done by T.J. Christopher. Do you know who that  
 15 is?  
 16 A. No.  
 17 MR. ENSOR: Is that a company or an  
 18 individual?  
 19 MR. OLSEN: I think it's an individual.  
 20 Q. (By Mr. Olsen) Or reviewed by a Dave  
 21 Pickett; do you know who that person is?  
 22 A. No.  
 23 Q. A Ron Moore?  
 24 A. No.  
 25 Q. An Amy Eckardt?

00077  
 1 A. No.  
 2 Q. I take it that you knew that inspections  
 3 were being done, as I think you've said, to make sure  
 4 that the equipment was there and that they -- they  
 5 were being truthful about the fact that it existed.  
 6 But you don't know anything about, you've never  
 7 reviewed the inspection reports?  
 8 A. No.  
 9 Q. You've never seen the photos of the pieces  
 10 of equipment?  
 11 A. No.  
 12 Q. Now, who would have ordered the  
 13 inspections again? You've said that already, I can't  
 14 remember what you said.  
 15 A. Under the direction of either Scott  
 16 Scharman or Jordan Greenwell. Someone in operations,  
 17 typically people in our documentation department  
 18 order those inspections.  
 19 Q. When you say order the inspections, do  
 20 they contract with an outside company to do that?  
 21 A. Yes.  
 22 Q. Do you know who that is?  
 23 A. I know the names of a couple of companies  
 24 that we've used in the past. I don't know -- I don't  
 25 believe it's the same company every time, I think it

00078  
 1 depends on where it's located.  
 2 Q. What companies do you know?  
 3 A. I know of a company called Quiktrak and I  
 4 know of a company called Lease Inspection. I'm not  
 5 familiar with any others.  
 6 Q. You talked about knowing that Heggem would  
 7 use the \$565,430 on its financial statement for  
 8 bonding purposes?  
 9 A. Yes.  
 10 Q. And I think you said that you didn't know  
 11 whether the \$565,430 had any relationship to the  
 12 value of the equipment?  
 13 A. Yes.  
 14 Q. I guess from that, then Tetra doesn't  
 15 concern itself with what the customer intends to use  
 16 the transaction for in his own personal business?  
 17 MR. ENSOR: Objection, foundation.  
 18 THE WITNESS: No, I wouldn't say that.  
 19 I -- as it relates to how they account for it or the  
 20 benefit that they get from how they account for it is  
 21 what -- that's of no consequence to us.  
 22 Q. (By Mr. Olsen) Well, would it concern you  
 23 at all that someone who has been requested to bond  
 24 Heggem, looking at their financial statements saw a  
 25 deposit such as what took place here for \$565,430 and

00079  
 1 had no relationship to the value of the equipment  
 2 that supported it?  
 3 MR. ENSOR: Objection, incomplete  
 4 hypothetical, speculation, form.  
 5 THE WITNESS: I -- it wouldn't -- I  
 6 wouldn't be the one to answer that question.  
 7 Q. (By Mr. Olsen) Who would?  
 8 A. Probably my boss, Scott Scharman.  
 9 Q. As I recall, you said you hadn't seen  
 10 titles?  
 11 A. Correct.  
 12 Q. And you haven't seen the titles to the  
 13 property in Tetra's name?  
 14 A. Correct, I have not.  
 15 MR. ENSOR: For the record, I don't think  
 16 all of the equipment has titles.  
 17 MR. OLSEN: No, it doesn't. It's only --  
 18 in fact, let's just do one of these.  
 19 (Exhibit-24 marked.)  
 20 Q. (By Mr. Olsen) Can you identify Exhibit  
 21 24?  
 22 A. They appear to be certificates of title.  
 23 Q. The first one, just as an example, is for  
 24 a 1991 Mack truck; true?  
 25 A. True.

00080  
 1 MR. ENSOR: Objection, foundation. That's  
 2 what's written on the document, we'll agree to that.  
 3 Q. (By Mr. Olsen) Is that right, that's  
 4 what's on the document?  
 5 A. Yes.  
 6 Q. Do you know whether a 1991 Mack truck was  
 7 included in the purchase that you made, that Tetra  
 8 made of equipment from Heggem?  
 9 A. I would have to look at the exhibit.  
 10 Q. So look at the exhibit.  
 11 MR. ENSOR: Be clear on which exhibit  
 12 you're looking at and which page.  
 13 THE WITNESS: I'm looking at Exhibit 9, on  
 14 page, the third page of Exhibit 9. There is a --  
 15 there is a 1991 Mack truck included on this exhibit.  
 16 Q. (By Mr. Olsen) Okay, on Exhibit 24, it  
 17 shows the seller as Heggem Construction, and the  
 18 owner as Tetra Financial; isn't that right?  
 19 A. Yes, that's what it says on there.  
 20 Q. And based upon your looking back at  
 21 Exhibit 9, you'd have to conclude that that was one  
 22 of the pieces of equipment that Tetra bought from  
 23 Heggem in this transaction?  
 24 A. Yes.  
 25 Q. Now, down below, it shows first lien to

00081  
 1 Republic Bank of \$22,500; do you know where that came  
 2 from?  
 3 A. No.  
 4 Q. If you'd flip over -- no, Exhibit 24.  
 5 A. Okay.  
 6 Q. Do you see the second page, it's a  
 7 document signed by Mark Carpenter. Have you ever  
 8 seen that?  
 9 A. No.  
 10 Q. And then if you go, let's go to the end of  
 11 that document, Exhibit 24.  
 12 A. The last page.  
 13 Q. Just more titles.  
 14 A. Okay.  
 15 (Exhibit-25 marked.)  
 16 Q. (By Mr. Olsen) Do you see Exhibit 25?  
 17 A. Yes.  
 18 Q. Do you know what that is?  
 19 A. They are powers, titled Power of Attorney.  
 20 Q. Is that a Tetra document?  
 21 A. Yes, I believe it is.  
 22 Q. And what's your understanding of the  
 23 purpose of it?  
 24 MR. ENSOR: Objection, foundation to the  
 25 extent it calls for a legal conclusion, as well.

00082  
 1 THE WITNESS: I don't -- I do not -- I do  
 2 not know what the exact purpose of this document is.  
 3 Q. (By Mr. Olsen) The document states that  
 4 Tetra is a -- that Heggem is appointing somebody at  
 5 Tetra to transfer the license plates; isn't that  
 6 right?  
 7 A. Yes, that's what it says, yes.  
 8 Q. And transfer the license plates to Tetra;  
 9 is that true?  
 10 A. Yes.  
 11 Q. Now, just if you'll just thumb through the  
 12 rest of that document, there are other power of  
 13 attorneys that apply to other pieces of equipment; is  
 14 that right?  
 15 A. Yes.  
 16 Q. And this document provided by Tetra would  
 17 be part of this Heggem/Tetra transaction; would it  
 18 not?  
 19 A. I would assume that it is, yes, but I've  
 20 never seen these.  
 21 (Exhibit-26 marked.)  
 22 Q. (By Mr. Olsen) Can you identify Exhibit  
 23 26?  
 24 A. They appear to be the vehicle sales tax  
 25 receipts.

00083  
 1 Q. May I just look at it a minute? I'm not  
 2 finding my copy here. I guess the question, and I'll  
 3 hand it back to you here, is that the new owner is  
 4 shown as Tetra, purchased from Heggem, the purchase  
 5 date of 1/5/09, and it refers to, the document refers  
 6 to various pieces of equipment; would you confirm  
 7 what I said is the case?  
 8 A. Yes, that's the case.  
 9 MR. OLSEN: I need to take a quick  
 10 bathroom break, and I've got a few more things here  
 11 to talk about.  
 12 (Break.)  
 13 (Exhibit-27 marked.)  
 14 Q. (By Mr. Olsen) Are you familiar with  
 15 Exhibit 27?  
 16 A. I'm familiar with this -- with this form,  
 17 yes.  
 18 Q. Have you seen Exhibit 27 before?  
 19 A. No.  
 20 Q. Do you see the date on it?  
 21 A. Let's see here.  
 22 Q. Down at the bottom.  
 23 MR. ENSOR: The date signed?  
 24 MR. OLSEN: Yes.  
 25 THE WITNESS: 9/26.

00084  
 1 Q. (By Mr. Olsen) Right. And do you see  
 2 what -- that's a document produced by Tetra, is it  
 3 not?  
 4 A. Yes.  
 5 Q. And on the left side, it's got a reference  
 6 to a checking account?  
 7 A. Yes.  
 8 Q. And on the right side, the loans?  
 9 A. Yes.  
 10 Q. And do you see down under loans, down  
 11 toward the bottom, it says "good"?  
 12 A. Yes.  
 13 Q. And that's opposite, what question are  
 14 they answering?  
 15 A. Payment history.  
 16 Q. And then on the checking, you see down on  
 17 the rating, it says "satisfactory"?  
 18 A. Yes.  
 19 Q. Does Tetra have any quarrel with the way  
 20 in which Platte Valley answered that document?  
 21 MR. ENSOR: Objection, foundation.  
 22 THE WITNESS: I'm not aware of any.  
 23 Q. (By Mr. Olsen) Okay. Now, that reference  
 24 document, are you familiar with, in this case with  
 25 Heggem, that other reference documents were sent out

00085  
 1 to other entities inquiring about Heggem?  
 2 A. There may have been, I --  
 3 Q. Is that standard process?  
 4 A. Yes.  
 5 Q. Can we call that due diligence, for lack  
 6 of a better word, or some investigation?  
 7 A. Yes.  
 8 Q. What's your understanding of why it's  
 9 done?  
 10 A. We -- I believe the company wants to get  
 11 a -- it just helps us get a better understanding of  
 12 what type of customer they are with other  
 13 institutions.  
 14 Q. And that's true with regard to the  
 15 Secretary of State and the county and the bankruptcy  
 16 courts, and those kind of searches as well?  
 17 A. Yes.  
 18 Q. And are you familiar with whether that was  
 19 done in this case with Heggem?  
 20 A. Meaning those other items?  
 21 Q. Yes, right.  
 22 A. I assume they were. I -- but I have not  
 23 seen them, but I assume that they were done.  
 24 Q. That's standard policy?  
 25 A. Yes.

00086  
 1 MR. ENSOR: I'm going to object to  
 2 foundation.  
 3 Q. (By Mr. Olsen) That would include Google  
 4 searches of the company itself; would it not?  
 5 A. It -- it could, yes.  
 6 Q. And I assume that in addition there were  
 7 financial records that Tetra would require of the  
 8 company?  
 9 MR. ENSOR: Objection, foundation.  
 10 Q. (By Mr. Olsen) In this case, Heggem?  
 11 A. Yes.  
 12 Q. And is that for the same purpose that  
 13 you've stated here just a minute ago?  
 14 A. It is, it's -- I -- I believe it's a  
 15 little more in-depth with the financial statements.  
 16 Q. Why is that?  
 17 A. And this is -- this is just my  
 18 understanding, but I believe that the financial  
 19 statements give a more detailed picture of -- of an  
 20 organization and their current situation and ability  
 21 to potentially repay obligations.  
 22 Q. In this case, when you had a security  
 23 deposit for 100 percent of the cost of the equipment,  
 24 why was it necessary to do all of that investigation  
 25 of Heggem as a company?

00087  
 1 MR. ENSOR: Objection, foundation.  
 2 THE WITNESS: You know, again, I -- I  
 3 don't know why they -- they ordered it. I believe,  
 4 if I were speculating, it would be because we still  
 5 want to make sure Heggem is a legitimate company.  
 6 Q. (By Mr. Olsen) Does Tetra take issue or  
 7 quarrel at all with the actions of Platte Valley Bank  
 8 in the way in which they liquidated Heggem's assets?  
 9 MR. ENSOR: Objection, foundation.  
 10 THE WITNESS: I don't know anything about  
 11 that, so I'm not sure.  
 12 Q. (By Mr. Olsen) So are you telling me that  
 13 as far as you know, the answer would be no?  
 14 MR. ENSOR: Objection, foundation.  
 15 THE WITNESS: I -- I don't know what the  
 16 answer would be, is what --  
 17 Q. (By Mr. Olsen) Well, do you know whether  
 18 Tetra will take a position that Platte Valley Bank's  
 19 actions in liquidating the Heggem assets impaired  
 20 ultimate recovery of the debt?  
 21 MR. ENSOR: Objection, vague, foundation.  
 22 THE WITNESS: I do not know.  
 23 Q. (By Mr. Olsen) Well, the reason I'm  
 24 asking these questions, in Tetra's answer to  
 25 plaintiff's amended complaint, did you participate at

00088  
 1 all in putting that together? I'm not going to mark  
 2 it, but I'll just hand it to you for your review.  
 3 MR. ENSOR: I'm going to object to the  
 4 word "participated." Counsel interviewed witnesses  
 5 before preparing any answers in this case, so in some  
 6 way, they participated.  
 7 THE WITNESS: I may have discussed some of  
 8 these issues with Counsel.  
 9 MR. OLSEN: That's fine.  
 10 Q. (By Mr. Olsen) The fifth affirmative  
 11 defense says that Platte Valley has failed to  
 12 mitigate any alleged damage. Can you tell me what  
 13 the factual basis for that allegation is?  
 14 MR. ENSOR: Objection, it calls for a  
 15 legal conclusion, foundation.  
 16 THE WITNESS: I cannot.  
 17 Q. (By Mr. Olsen) Do you know who could?  
 18 A. That would be a question I would pose to  
 19 my, either counsel or to my boss, Scott Scharman.  
 20 Q. Do you know what Mr. Scharman's role in  
 21 this transaction was, if any, during the time it was  
 22 being initiated and closed?  
 23 A. He would have had involvement in that I --  
 24 I do everything under his direction, so I would have  
 25 made him aware, he would have been involved in --

00089  
 1 in -- you know, as we put together structures and so  
 2 forth.  
 3 Q. Sometimes is, when you have a default  
 4 situation with regard to one of your leases, does it  
 5 make sense to try to keep somebody in business to try  
 6 to complete the lease, it gives you a better chance  
 7 of recovery?  
 8 MR. ENSOR: Objection, vague.  
 9 THE WITNESS: There may be a situation  
 10 where that -- where that could make sense.  
 11 Q. (By Mr. Olsen) At least in this  
 12 particular case, in Heggem, there was a time when you  
 13 wanted to keep Heggem's payments coming in and rental  
 14 payments coming in so that you could cover your  
 15 commissions; isn't that right?  
 16 A. We certainly wanted to keep rental  
 17 payments coming in. And yes, commissions may have  
 18 been one issue from a sales standpoint, but generally  
 19 we -- it would have been -- we want them to keep  
 20 making their rent.  
 21 Q. If the rental payments that came in from  
 22 Heggem weren't sufficient to take care of the  
 23 commissions, would those commissions have to be  
 24 charged off?  
 25 A. What happens is, there -- the company will

00090  
 1 do a charge back of commission if -- if there is a  
 2 first, typically a first or second payment default  
 3 on -- on a lessee. And the responsibility is to pay  
 4 back those commissions.  
 5 Q. Does Tetra have any issues with regard to  
 6 Platte Valley's sale of the Heggem equipment?  
 7 MR. ENSOR: Objection, foundation.  
 8 THE WITNESS: I don't know the answer to  
 9 that.  
 10 Q. (By Mr. Olsen) As far as you know, they  
 11 do not?  
 12 A. As far as I know, they -- they -- they may  
 13 or may not, I -- I literally do not know.  
 14 Q. And I guess I should have broken that  
 15 down. Does Tetra believe that the private sales and  
 16 the auction sales initiated by Platte Valley to sell  
 17 the Heggem equipment were not commercially  
 18 reasonable?  
 19 MR. ENSOR: Objection, foundation.  
 20 THE WITNESS: I was not a party to any of  
 21 that that was going on, so I -- I could not speak to  
 22 that whatsoever.  
 23 Q. (By Mr. Olsen) Who was a party to that?  
 24 A. I'm not sure. I would -- that's something  
 25 we'd have to find out. Most likely it would be

00091  
 1 either Jordan Greenwell and/or Scott Scharman would  
 2 be involved with that.  
 3 Q. Did you have anything to do with hiring  
 4 Scott Tool to do an appraisal of the Heggem  
 5 equipment?  
 6 A. No.  
 7 Q. Have you seen the appraisal?  
 8 A. No.  
 9 Q. Has someone told you the value that  
 10 Mr. Tool came up with in the appraisal?  
 11 A. No.  
 12 Q. If I told you that the value that he  
 13 assigned to the equipment was \$326,000 back in 2008,  
 14 how would you reconcile that figure with the \$565,400  
 15 that ultimately became the sales price?  
 16 MR. ENSOR: Objection, vague.  
 17 THE WITNESS: I'm not sure I understand  
 18 the question. How would I reconcile -- could you be  
 19 more specific?  
 20 Q. (By Mr. Olsen) How would you explain that  
 21 Tetra accepted and participated in a sale that  
 22 involved \$565,400 for the purchase, sale and purchase  
 23 of equipment, and didn't have it appraised, and now  
 24 the appraiser looking back has appraised it for a  
 25 couple 100,000 dollars less?

00092  
 1 MR. ENSOR: Objection, vague, form,  
 2 speculation.  
 3 THE WITNESS: My opinion would be that  
 4 they -- they gave us the values of those equipment --  
 5 of that equipment, and because we had a 100 percent  
 6 security deposit, it was not of as much consequence.  
 7 (Exhibit-28 marked.)  
 8 Q. (By Mr. Olsen) I'm going to hand you a  
 9 group of e-mails that I have put into a packet that  
 10 the court reporter has now marked Exhibit 28. And I  
 11 just want to run through those quickly with you.  
 12 The first one is March 20 of '08, that's  
 13 an e-mail from you to Alan Christensen; is that  
 14 right?  
 15 A. Yes.  
 16 Q. And you say in there on the equipment, "We  
 17 will loan up to 75 percent of OLV of the equipment  
 18 per third party appraiser approved by Tetra"; what do  
 19 you mean by that?  
 20 A. I believe that I meant under this  
 21 structure, there was only a 40 percent security  
 22 deposit, so we had -- we still had quite a bit of  
 23 exposure, so we -- the value of the equipment came  
 24 more into play if this were to be the structure of  
 25 the transaction. And so the OLV, or the orderly

00093  
 1 liquidation value, is a value that can be put on the  
 2 equipment by a third-party appraiser, and we would  
 3 have been willing to loan up to 75 percent of that  
 4 number. So in the event that the transaction went  
 5 bad, there would have been some recovery value there  
 6 in the equipment.  
 7 Q. So this then didn't become necessary  
 8 because of the 100 percent deposit?  
 9 A. Correct.  
 10 Q. When it went from 40 to 100 percent?  
 11 A. Yes.  
 12 Q. The next one is March 26 of '08 from you  
 13 to Alan. What's IRB?  
 14 A. By IRB I mean the incremental rate of  
 15 borrowing.  
 16 Q. What's the significance of that?  
 17 A. What oftentimes lessees will, for their  
 18 financial statement reporting, will want a  
 19 transaction to meet operating lease criteria to keep  
 20 it off the balance sheet in their financial  
 21 statements, off of the debt portion and to not have  
 22 to capitalize it. In order to do that, one of the  
 23 financial accounting standards boards has outlined  
 24 rules or guidelines that they have to follow in a  
 25 specific transaction to meet, for a lease to meet

00094  
 1 operating lease criteria. One of the calculations is  
 2 a present value calculation. And in order to use  
 3 that, or in order to make that calculation, there has  
 4 to be some sort of estimated rate, or in this case  
 5 they call it the incremental rate of borrowing. And  
 6 they use that to make that calculation.  
 7 Q. But you know in this case that Heggem  
 8 wanted to show this as an operating lease?  
 9 A. It -- I don't -- I don't recall a ton of  
 10 dialogue about operating lease treatment. But from  
 11 this e-mail, yes, it appears that that was the case.  
 12 Q. Let's go to the next one. This is to  
 13 Ryan, July 14 of '08. What's the, what did you  
 14 believe the import of, you may get a good laugh from  
 15 this; was ten percent so unreasonable that --  
 16 A. Where does this one start?  
 17 MR. ENSOR: There's not a starting e-mail,  
 18 so it's hard to answer that. Look at the bottom.  
 19 Q. (By Mr. Olsen) Do you remember anything  
 20 about the ten percent, what that was about?  
 21 MR. ENSOR: I will just object to the  
 22 extent the e-mail is incomplete.  
 23 THE WITNESS: I don't specifically. It  
 24 would be speculation.  
 25 Q. (By Mr. Olsen) Okay. The next one,

00095  
 1 September 23 of 2008. "I think we don't have the  
 2 inspector call until Thursday. We will just tell  
 3 Heggem that our inspectors were not available until  
 4 then." What did you mean by that? This is to Camie  
 5 Johnson.  
 6 A. I -- I'm not sure what I meant when I  
 7 wrote this. It looks like it was something relative  
 8 to the -- to the documentation, it had to have been  
 9 in order from -- if I was discussing it with Camie,  
 10 she's our documentation manager.  
 11 Q. So when you refer to inspectors, are you  
 12 referring to something in-house like your document  
 13 managers as opposed to those that were out in the  
 14 field looking at this equipment?  
 15 A. No, I believe -- I believe I would have  
 16 been referring to, just knowing how I use that word,  
 17 I would have been referring to the inspectors that we  
 18 engage to go inspect the equipment.  
 19 Q. So you were wanting to hold this up until  
 20 they reported back that the equipment existed?  
 21 A. That -- I think that's a fair, yes, a fair  
 22 understanding.  
 23 Q. We'll skip the next one and the next one.  
 24 Go to one that's October 7 of '08.  
 25 A. Okay.

00096  
 1 Q. And you show down there, or this is an  
 2 e-mail from Camie that you were copied on. And it  
 3 says subordination agreement for Platte Valley  
 4 National Bank, please have them print on their  
 5 letterhead prior to signing. Do you know what  
 6 happened to that document, I'm sorry, the physical  
 7 document?  
 8 A. No, I know it was sent to Heggem.  
 9 Q. Do you think that Tetra still has it?  
 10 A. Like -- do you mean this, did we print one  
 11 out?  
 12 Q. Right, I'm talking about a physical  
 13 subordination agreement. I've not received a  
 14 document like that, and I'd like to know whether you  
 15 think one exists.  
 16 MR. ENSOR: We should have the attachments  
 17 to this e-mail produced to you. Let me tab it and  
 18 I'll follow up on it.  
 19 MR. OLSEN: Would you do that? That's  
 20 fine, okay.  
 21 MR. ENSOR: I'm going to give that to you.  
 22 Q. (By Mr. Olsen) Let's skip ahead to the  
 23 one at -- there's one at the top, Camie Thomas,  
 24 December 29, but the one below it from you to Camie.  
 25 A. Okay.

00097

1 Q. Talking about "There is really no funding,  
2 but I just want to get it closed." What were you, do  
3 you remember what you were referring to there?  
4 A. I don't know exactly what I was meaning,  
5 what I meant. But I -- I assume I was just talking  
6 about, you know, there was no funding going out to  
7 anybody, but I just wanted to get it closed, did we  
8 have everything we need.  
9 Q. December 29, the next one, from you to  
10 Camie, the next e-mail. You say, "I don't want to  
11 draw any attention" --  
12 A. I'm sorry, the next page?  
13 Q. Yes. She says to you, "I don't think our  
14 closing with the bank should have any reflection on  
15 when they add the transaction to their books." I  
16 assume that's Heggem?  
17 A. Uh-huh (affirmative).  
18 Q. Was Heggem fussing a little bit about  
19 wanting some record of the transaction so that they  
20 could get it on their books; do you remember that?  
21 MR. ENSOR: This e-mail looks incomplete  
22 as well, so I'm going to ask on that basis.  
23 Q. (By Mr. Olsen) I'm just asking for your  
24 recollection.  
25 A. Vaguely, yeah.

00098

1 Q. She says, "The closing date for them  
2 should be the Acceptance date and the commencement  
3 date will be January 1 regardless of our closing with  
4 the bank." And then you say, well, I don't want to  
5 draw any attention to the acceptance date at this  
6 point, I just want to send them an e-mail by  
7 Wednesday saying it's closed. Do you remember why  
8 you did that, why you said that?  
9 A. I -- I do vaguely remember something was  
10 going on with them pushing to get something from us,  
11 and we may have not had it.  
12 Q. Well, look at the bottom e-mail where you  
13 tell Camie they want to get it on their books for  
14 this year?  
15 MR. ENSOR: I'll just reiterate my  
16 previous objection, this e-mail being incomplete.  
17 Q. (By Mr. Olsen) Do you see that?  
18 A. Yeah, it -- it's -- I do agree that  
19 they -- it looks like they did want to get it on  
20 their books. I don't know what -- I don't know  
21 specifically what I was discussing when I wrote this  
22 e-mail.  
23 Q. Okay, look at the next one, December 30 of  
24 '08, you said, "There is no way these guys will be  
25 able to handle 3 months of back rent." Why did you

00099

1 believe there's no way they'd be able to handle three  
2 months of back rent?  
3 A. I can only assume it was because of  
4 the financial condition of this company. If there  
5 was -- if there was any back rent, I figured I  
6 probably ought to discuss it with Scott and see what  
7 we wanted to do there to make it feasible for them.  
8 Q. Well, you asked for financial information  
9 from them. Did the financial information that Heggem  
10 produced suggest to you that they were deficient  
11 financially?  
12 MR. ENSOR: Objection, vague.  
13 THE WITNESS: They were not a very good  
14 financially credit -- financial credit company, hence  
15 the 100 percent security deposit.  
16 Q. (By Mr. Olsen) Why weren't they very  
17 financially -- what did you use, financially?  
18 A. They just weren't financially sound.  
19 Q. Sorry.  
20 A. I just know that generally. Without  
21 having the numbers in front of me, I wouldn't be able  
22 to speak to it.  
23 Q. What do you refer to at the end of that  
24 e-mail when you tell Camie and Jamie Strode, "Don't  
25 be mad. I know you hate this deal"?

00100

1 A. I don't know, it was probably just a -- a  
2 friendly discussion with my documentation people.  
3 Sometimes they get overwhelmed with the amount of  
4 documents that are going on. I can only imagine it  
5 was just -- you know, they might oftentimes say they,  
6 in jest, they hate a transaction because it's  
7 required ten times the work of another one, or  
8 something like that. I don't know.  
9 Q. Okay, go to the next one, or a couple of  
10 pages down. I'm looking at the one from you to Alan  
11 Christensen dated March 4, 2009, at the top he  
12 responds to you. And down at the bottom, evidently  
13 you found out the rent was rejected, and so you say,  
14 tell them to fix it quick. And then you go on to  
15 tell Alan in the March 4, 2009 e-mail, this is  
16 garbage and they better get it fixed quick or we are  
17 going to unwind this deal. I am so pissed about this  
18 right now. Make sure they get this message loud and  
19 clear. Not going to call them, it won't be pretty.  
20 I'll cash the security deposit, unwind it. This is  
21 their only chance. Is that non-sufficient funds in  
22 month two?  
23 A. Yes.  
24 Q. Bull crap. So you were pretty unhappy?  
25 A. No question.

00101  
 1 Q. And I just have to assume you were unhappy  
 2 because here you had a deal that the first month, or  
 3 the second month, rather, it was causing a default?  
 4 A. Yes.  
 5 Q. And so those are your instructions to Alan  
 6 to find out what was going on?  
 7 A. Yes.  
 8 Q. Now, the next one, March 26, from you to  
 9 Alan, that's of '09. You see that third bullet  
 10 point, and on the flip side, I want you to make this  
 11 call because you and I need to get as much rent as we  
 12 can out of them so we don't have to charge back the  
 13 commissions. So again, what was the significance of  
 14 that to the company?  
 15 A. To the --  
 16 Q. To Tetra?  
 17 A. Well, generally, to Tetra, we're trying to  
 18 get -- we want them to stay in business as long as we  
 19 can. As it relates to the salesperson, I always  
 20 instruct them, if we've got some challenges, you try  
 21 to get it fixed, otherwise there's going to be a  
 22 charge back in commission too. And we need to get --  
 23 I want them working on it, and I want them, you know,  
 24 not just throwing in the towel if payment one is  
 25 missed.

00102  
 1 Q. But you said earlier the charge back of  
 2 commissions wouldn't affect the salesman, the company  
 3 just does that?  
 4 A. I don't believe I said that. If I did,  
 5 then no, it does affect the salesman. Typically in a  
 6 first or second payment default, there will be a  
 7 charge back of the commission to the salesperson, to  
 8 me, to anyone who has been paid a commission on the  
 9 transaction. I apologize if I misstated that.  
 10 Q. Down below there, there is a reference of  
 11 sales tax of \$637.82; is that Utah sales tax?  
 12 A. No, that -- typically the sales tax is  
 13 where, based on where the -- the equipment is  
 14 located.  
 15 Q. July 9 of 2009, you evidently got the  
 16 letter from Platte Valley Bank's legal counsel?  
 17 MR. ENSOR: Page 962?  
 18 THE WITNESS: Okay, I'm sorry, there was  
 19 one in between there.  
 20 Q. (By Mr. Olsen) Okay. Do you remember  
 21 getting that letter?  
 22 A. Yes, I -- I do remember getting a letter.  
 23 Q. And so then you do a calculation to tell  
 24 them what they owe; is that right? And that's when  
 25 you use the casualty loss, less the rent that they

00103  
 1 paid; is that right?  
 2 A. Yes.  
 3 Q. Less the deposit that you had for the  
 4 last -- last month's rent?  
 5 A. Yes.  
 6 Q. Less the security deposit that's held.  
 7 And so they needed \$123,000 to get out of this deal;  
 8 is that right?  
 9 A. Yes.  
 10 Q. And if they had paid Tetra \$123,263.72,  
 11 what would have happened?  
 12 MR. ENSOR: Objection, vague, foundation.  
 13 THE WITNESS: Then there -- the way it was  
 14 explained to me, there would have been no further  
 15 obligation from Heggem Construction at that point.  
 16 Q. (By Mr. Olsen) So what would have  
 17 happened to the equipment?  
 18 A. It --  
 19 MR. ENSOR: Objection, foundation.  
 20 THE WITNESS: The equipment stays there  
 21 and we release any position that we may have had of  
 22 interest in that equipment.  
 23 Q. (By Mr. Olsen) Run ahead a couple of  
 24 pages to the one August 18 of 2009. You're telling  
 25 Justin about this payoff, and you're saying the only

00104  
 1 item not figured -- have you got it?  
 2 A. I'm sorry.  
 3 Q. It's at the top, August 18.  
 4 A. Got it.  
 5 Q. And you're saying the only item not  
 6 figured into this payoff is the taxes that would be  
 7 due as part of the payoff. Once you have the final  
 8 funds lined up, I'll get my tax people to gather  
 9 those numbers and I'd give you the aggregate payoff  
 10 amount. What tax figures are you talking about?  
 11 A. I'm required to check if -- if anyone is  
 12 ever paying off a lease, if there are any taxes that  
 13 are due, and that would either be sales tax and/or  
 14 property tax. And I just defer to my tax folks on  
 15 that.  
 16 Q. At some point did you have a conversation  
 17 with Justin Heggem?  
 18 A. I did.  
 19 Q. Was that about the default?  
 20 A. Yes, among I think a handful of things  
 21 related to it, yes.  
 22 Q. Did you ever have a conversation with  
 23 Justin Heggem or anybody from Heggem while the  
 24 transaction was being initiated and closed?  
 25 A. I may have had a conversation or two with

00105  
1 somebody from Heggem. I -- typically the salesperson  
2 handles most of those. I wouldn't know -- I wouldn't  
3 be able to say for sure.  
4 Q. When you say you had a conversation with  
5 Justin Heggem about the default and various things,  
6 what do you remember about that conversation?  
7 A. Very generally, there were actually, I  
8 believe there was even more than one conversation I  
9 had with Justin. It was primarily centered around  
10 what -- what's going on, are you going to be able to  
11 make your rent payments, are you going to be able  
12 to -- you know, are you in business, are you going to  
13 stay in business, those types of things. I'm just  
14 trying to figure out at this point what is going on  
15 and -- to report back to my finance committee.  
16 Q. And who does the finance committee consist  
17 of?  
18 A. Internally it consists of Scott Scharman  
19 and Jordan Greenwell. And then ultimately we have to  
20 provide that information to the -- to Republic Bank.  
21 Q. And do you know who participates from  
22 their bank, or who did participate from their bank?  
23 A. I don't, because I don't -- I'm not the  
24 one that contacts them.  
25 Q. I want you to look at the June 5, 2009

00106  
1 e-mail, it's from Alan to you, and he gives you  
2 Heggem's, his father's phone number; do you see that?  
3 A. Yes.  
4 Q. Now, that's June 5 of '09. So would that  
5 date be around the time that you would have talked to  
6 Justin about the things that you've just testified  
7 to?  
8 A. I would say it was probably around that  
9 time.  
10 Q. And so did you talk to his father also?  
11 A. I -- I don't -- I don't recall a  
12 conversation with his father. I don't recall  
13 having -- I may have placed that call, but I do not  
14 recall actually having a conversation with him, or  
15 getting him on the phone.  
16 MR. OLSEN: Thank you, I don't have  
17 anything else.  
18 THE WITNESS: Okay.  
19 MR. ENSOR: We'd like to read and sign.  
20 (Concluded at 11:02 a.m.)  
21  
22  
23  
24  
25

00107  
1 REPORTER'S CERTIFICATE  
2  
3 STATE OF UTAH )  
 ) ss.  
4 COUNTY OF SALT LAKE )  
5  
6 I, Heather White, Registered Professional  
7 Reporter and Notary Public in and for the State of  
8 Utah, do hereby certify:  
9  
10 That prior to being examined, the witness,  
11 RYAN SECRIST, was by me duly sworn to tell the truth,  
12 the whole truth, and nothing but the truth;  
13  
14 That said deposition was taken down by me  
15 in stenotype on September 29, 2010, at the place  
16 therein named, and was thereafter transcribed and  
17 that a true and correct transcription of said  
18 testimony is set forth in the preceding pages;  
19  
20 I further certify that, in accordance with  
21 Rule 30(e), a request having been made to review the  
22 transcript, a reading copy was sent to Mr. Ensor for  
23 the witness to read and sign before a notary public  
24 and then return to me for filing with Mr. Olsen.  
25  
26 I further certify that I am not kin or  
27 otherwise associated with any of the parties to said  
28 cause of action and that I am not interested in the  
29 outcome thereof.  
30 WITNESS MY HAND AND OFFICIAL SEAL this 12th  
31 day of October 2010.  
32  
33 Heather White, RPR/CSR  
34 Notary Public  
35 Residing in Salt Lake County Ryan Secrist.txt

00108  
1 Case: Platte Valley Bank v. Tetra Financial Group,  
2 LLC  
3 Case No.: 8:10cv59  
4 Reporter: Heather White  
5 Date taken: September 29, 2010  
6 WITNESS CERTIFICATE  
7  
8 I, RYAN SECRIST, HEREBY DECLARE:  
9 That I am the witness in the foregoing  
10 transcript; that I have read the transcript and know  
11 the contents thereof; that with these corrections I  
12 have noted this transcript truly and accurately  
13 reflects my testimony.  
14 PAGE-LINE CHANGE/CORRECTION REASON  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_  
47 \_\_\_\_\_  
48 \_\_\_\_\_  
49 \_\_\_\_\_  
50 \_\_\_\_\_  
51 \_\_\_\_\_  
52 \_\_\_\_\_  
53 \_\_\_\_\_  
54 \_\_\_\_\_  
55 \_\_\_\_\_  
56 \_\_\_\_\_  
57 \_\_\_\_\_  
58 \_\_\_\_\_  
59 \_\_\_\_\_  
60 \_\_\_\_\_  
61 \_\_\_\_\_  
62 \_\_\_\_\_  
63 \_\_\_\_\_  
64 \_\_\_\_\_  
65 \_\_\_\_\_  
66 \_\_\_\_\_  
67 \_\_\_\_\_  
68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_  
74 \_\_\_\_\_  
75 \_\_\_\_\_  
76 \_\_\_\_\_  
77 \_\_\_\_\_  
78 \_\_\_\_\_  
79 \_\_\_\_\_  
80 \_\_\_\_\_  
81 \_\_\_\_\_  
82 \_\_\_\_\_  
83 \_\_\_\_\_  
84 \_\_\_\_\_  
85 \_\_\_\_\_  
86 \_\_\_\_\_  
87 \_\_\_\_\_  
88 \_\_\_\_\_  
89 \_\_\_\_\_  
90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_  
93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 \_\_\_\_\_  
96 \_\_\_\_\_  
97 \_\_\_\_\_  
98 \_\_\_\_\_  
99 \_\_\_\_\_  
100 \_\_\_\_\_  
101 \_\_\_\_\_  
102 \_\_\_\_\_  
103 \_\_\_\_\_  
104 \_\_\_\_\_  
105 \_\_\_\_\_  
106 \_\_\_\_\_  
107 \_\_\_\_\_  
108 \_\_\_\_\_  
109 \_\_\_\_\_  
110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_  
116 \_\_\_\_\_  
117 \_\_\_\_\_  
118 \_\_\_\_\_  
119 \_\_\_\_\_  
120 \_\_\_\_\_  
121 \_\_\_\_\_  
122 \_\_\_\_\_  
123 \_\_\_\_\_  
124 \_\_\_\_\_  
125 \_\_\_\_\_  
126 \_\_\_\_\_  
127 \_\_\_\_\_  
128 \_\_\_\_\_  
129 \_\_\_\_\_  
130 \_\_\_\_\_  
131 \_\_\_\_\_  
132 \_\_\_\_\_  
133 \_\_\_\_\_  
134 \_\_\_\_\_  
135 \_\_\_\_\_  
136 \_\_\_\_\_  
137 \_\_\_\_\_  
138 \_\_\_\_\_  
139 \_\_\_\_\_  
140 \_\_\_\_\_  
141 \_\_\_\_\_  
142 \_\_\_\_\_  
143 \_\_\_\_\_  
144 \_\_\_\_\_  
145 \_\_\_\_\_  
146 \_\_\_\_\_  
147 \_\_\_\_\_  
148 \_\_\_\_\_  
149 \_\_\_\_\_  
150 \_\_\_\_\_  
151 \_\_\_\_\_  
152 \_\_\_\_\_  
153 \_\_\_\_\_  
154 \_\_\_\_\_  
155 \_\_\_\_\_  
156 \_\_\_\_\_  
157 \_\_\_\_\_  
158 \_\_\_\_\_  
159 \_\_\_\_\_  
160 \_\_\_\_\_  
161 \_\_\_\_\_  
162 \_\_\_\_\_  
163 \_\_\_\_\_  
164 \_\_\_\_\_  
165 \_\_\_\_\_  
166 \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_  
174 \_\_\_\_\_  
175 \_\_\_\_\_  
176 \_\_\_\_\_  
177 \_\_\_\_\_  
178 \_\_\_\_\_  
179 \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_  
187 \_\_\_\_\_  
188 \_\_\_\_\_  
189 \_\_\_\_\_  
190 \_\_\_\_\_  
191 \_\_\_\_\_  
192 \_\_\_\_\_  
193 \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_  
196 \_\_\_\_\_  
197 \_\_\_\_\_  
198 \_\_\_\_\_  
199 \_\_\_\_\_  
200 \_\_\_\_\_  
201 \_\_\_\_\_  
202 \_\_\_\_\_  
203 \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_  
210 \_\_\_\_\_  
211 \_\_\_\_\_  
212 \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_  
216 \_\_\_\_\_  
217 \_\_\_\_\_  
218 \_\_\_\_\_  
219 \_\_\_\_\_  
220 \_\_\_\_\_  
221 \_\_\_\_\_  
222 \_\_\_\_\_  
223 \_\_\_\_\_  
224 \_\_\_\_\_  
225 \_\_\_\_\_  
226 \_\_\_\_\_  
227 \_\_\_\_\_  
228 \_\_\_\_\_  
229 \_\_\_\_\_  
230 \_\_\_\_\_  
231 \_\_\_\_\_  
232 \_\_\_\_\_  
233 \_\_\_\_\_  
234 \_\_\_\_\_  
235 \_\_\_\_\_  
236 \_\_\_\_\_  
237 \_\_\_\_\_  
238 \_\_\_\_\_  
239 \_\_\_\_\_  
240 \_\_\_\_\_  
241 \_\_\_\_\_  
242 \_\_\_\_\_  
243 \_\_\_\_\_  
244 \_\_\_\_\_  
245 \_\_\_\_\_  
246 \_\_\_\_\_  
247 \_\_\_\_\_  
248 \_\_\_\_\_  
249 \_\_\_\_\_  
250 \_\_\_\_\_  
251 \_\_\_\_\_  
252 \_\_\_\_\_  
253 \_\_\_\_\_  
254 \_\_\_\_\_  
255 \_\_\_\_\_  
256 \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_  
259 \_\_\_\_\_  
260 \_\_\_\_\_  
261 \_\_\_\_\_  
262 \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_  
265 \_\_\_\_\_  
266 \_\_\_\_\_  
267 \_\_\_\_\_  
268 \_\_\_\_\_  
269 \_\_\_\_\_  
270 \_\_\_\_\_  
271 \_\_\_\_\_  
272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_  
279 \_\_\_\_\_  
280 \_\_\_\_\_  
281 \_\_\_\_\_  
282 \_\_\_\_\_  
283 \_\_\_\_\_  
284 \_\_\_\_\_  
285 \_\_\_\_\_  
286 \_\_\_\_\_  
287 \_\_\_\_\_  
288 \_\_\_\_\_  
289 \_\_\_\_\_  
290 \_\_\_\_\_  
291 \_\_\_\_\_  
292 \_\_\_\_\_  
293 \_\_\_\_\_  
294 \_\_\_\_\_  
295 \_\_\_\_\_  
296 \_\_\_\_\_  
297 \_\_\_\_\_  
298 \_\_\_\_\_  
299 \_\_\_\_\_  
300 \_\_\_\_\_  
301 \_\_\_\_\_  
302 \_\_\_\_\_  
303 \_\_\_\_\_  
304 \_\_\_\_\_  
305 \_\_\_\_\_  
306 \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_  
309 \_\_\_\_\_  
310 \_\_\_\_\_  
311 \_\_\_\_\_  
312 \_\_\_\_\_  
313 \_\_\_\_\_  
314 \_\_\_\_\_  
315 \_\_\_\_\_  
316 \_\_\_\_\_  
317 \_\_\_\_\_  
318 \_\_\_\_\_  
319 \_\_\_\_\_  
320 \_\_\_\_\_  
321 \_\_\_\_\_  
322 \_\_\_\_\_  
323 \_\_\_\_\_  
324 \_\_\_\_\_  
325 \_\_\_\_\_  
326 \_\_\_\_\_  
327 \_\_\_\_\_  
328 \_\_\_\_\_  
329 \_\_\_\_\_  
330 \_\_\_\_\_  
331 \_\_\_\_\_  
332 \_\_\_\_\_  
333 \_\_\_\_\_  
334 \_\_\_\_\_  
335 \_\_\_\_\_  
336 \_\_\_\_\_  
337 \_\_\_\_\_  
338 \_\_\_\_\_  
339 \_\_\_\_\_  
340 \_\_\_\_\_  
341 \_\_\_\_\_  
342 \_\_\_\_\_  
343 \_\_\_\_\_  
344 \_\_\_\_\_  
345 \_\_\_\_\_  
346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 \_\_\_\_\_  
349 \_\_\_\_\_  
350 \_\_\_\_\_  
351 \_\_\_\_\_  
352 \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_  
355 \_\_\_\_\_  
356 \_\_\_\_\_  
357 \_\_\_\_\_  
358 \_\_\_\_\_  
359 \_\_\_\_\_  
360 \_\_\_\_\_  
361 \_\_\_\_\_  
362 \_\_\_\_\_  
363 \_\_\_\_\_  
364 \_\_\_\_\_  
365 \_\_\_\_\_  
366 \_\_\_\_\_  
367 \_\_\_\_\_  
368 \_\_\_\_\_  
369 \_\_\_\_\_  
370 \_\_\_\_\_  
371 \_\_\_\_\_  
372 \_\_\_\_\_  
373 \_\_\_\_\_  
374 \_\_\_\_\_  
375 \_\_\_\_\_  
376 \_\_\_\_\_  
377 \_\_\_\_\_  
378 \_\_\_\_\_  
379 \_\_\_\_\_  
380 \_\_\_\_\_  
381 \_\_\_\_\_  
382 \_\_\_\_\_  
383 \_\_\_\_\_  
384 \_\_\_\_\_  
385 \_\_\_\_\_  
386 \_\_\_\_\_  
387 \_\_\_\_\_  
388 \_\_\_\_\_  
389 \_\_\_\_\_  
390 \_\_\_\_\_  
391 \_\_\_\_\_  
392 \_\_\_\_\_  
393 \_\_\_\_\_  
394 \_\_\_\_\_  
395 \_\_\_\_\_  
396 \_\_\_\_\_  
397 \_\_\_\_\_  
398 \_\_\_\_\_  
399 \_\_\_\_\_  
400 \_\_\_\_\_  
401 \_\_\_\_\_  
402 \_\_\_\_\_  
403 \_\_\_\_\_  
404 \_\_\_\_\_  
405 \_\_\_\_\_  
406 \_\_\_\_\_  
407 \_\_\_\_\_  
408 \_\_\_\_\_  
409 \_\_\_\_\_  
410 \_\_\_\_\_  
411 \_\_\_\_\_  
412 \_\_\_\_\_  
413 \_\_\_\_\_  
414 \_\_\_\_\_  
415 \_\_\_\_\_  
416 \_\_\_\_\_  
417 \_\_\_\_\_  
418 \_\_\_\_\_  
419 \_\_\_\_\_  
420 \_\_\_\_\_  
421 \_\_\_\_\_  
422 \_\_\_\_\_  
423 \_\_\_\_\_  
424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_  
427 \_\_\_\_\_  
428 \_\_\_\_\_  
429 \_\_\_\_\_  
430 \_\_\_\_\_  
431 \_\_\_\_\_  
432 \_\_\_\_\_  
433 \_\_\_\_\_  
434 \_\_\_\_\_  
435 \_\_\_\_\_  
436 \_\_\_\_\_  
437 \_\_\_\_\_  
438 \_\_\_\_\_  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_  
443 \_\_\_\_\_  
444 \_\_\_\_\_  
445 \_\_\_\_\_  
446 \_\_\_\_\_  
447 \_\_\_\_\_  
448 \_\_\_\_\_  
449 \_\_\_\_\_  
450 \_\_\_\_\_  
451 \_\_\_\_\_  
452 \_\_\_\_\_  
453 \_\_\_\_\_  
454 \_\_\_\_\_  
455 \_\_\_\_\_  
456 \_\_\_\_\_  
457 \_\_\_\_\_  
458 \_\_\_\_\_  
459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_  
465 \_\_\_\_\_  
466 \_\_\_\_\_  
467 \_\_\_\_\_  
468 \_\_\_\_\_  
469 \_\_\_\_\_  
470 \_\_\_\_\_  
471 \_\_\_\_\_  
472 \_\_\_\_\_  
473 \_\_\_\_\_  
474 \_\_\_\_\_  
475 \_\_\_\_\_  
476 \_\_\_\_\_  
477 \_\_\_\_\_  
478 \_\_\_\_\_  
479 \_\_\_\_\_  
480 \_\_\_\_\_  
481 \_\_\_\_\_  
482 \_\_\_\_\_  
483 \_\_\_\_\_  
484 \_\_\_\_\_  
485 \_\_\_\_\_  
486 \_\_\_\_\_  
487 \_\_\_\_\_  
488 \_\_\_\_\_  
489 \_\_\_\_\_  
490 \_\_\_\_\_  
491 \_\_\_\_\_  
492 \_\_\_\_\_  
493 \_\_\_\_\_  
494 \_\_\_\_\_  
495 \_\_\_\_\_  
496 \_\_\_\_\_  
497 \_\_\_\_\_  
498 \_\_\_\_\_  
499 \_\_\_\_\_  
500 \_\_\_\_\_  
501 \_\_\_\_\_  
502 \_\_\_\_\_  
503 \_\_\_\_\_  
504 \_\_\_\_\_  
505 \_\_\_\_\_  
506 \_\_\_\_\_  
507 \_\_\_\_\_  
508 \_\_\_\_\_  
509 \_\_\_\_\_  
510 \_\_\_\_\_  
511 \_\_\_\_\_  
512 \_\_\_\_\_  
513 \_\_\_\_\_  
514 \_\_\_\_\_  
515 \_\_\_\_\_  
516 \_\_\_\_\_  
517 \_\_\_\_\_  
518 \_\_\_\_\_  
519 \_\_\_\_\_  
520 \_\_\_\_\_  
521 \_\_\_\_\_  
522 \_\_\_\_\_  
523 \_\_\_\_\_  
524 \_\_\_\_\_  
525 \_\_\_\_\_  
526 \_\_\_\_\_  
527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_  
535 \_\_\_\_\_  
536 \_\_\_\_\_  
537 \_\_\_\_\_  
538 \_\_\_\_\_  
539 \_\_\_\_\_  
540 \_\_\_\_\_  
541 \_\_\_\_\_  
542 \_\_\_\_\_  
543 \_\_\_\_\_  
544 \_\_\_\_\_  
545 \_\_\_\_\_  
546 \_\_\_\_\_  
547 \_\_\_\_\_  
548 \_\_\_\_\_  
549 \_\_\_\_\_  
550 \_\_\_\_\_  
551 \_\_\_\_\_  
552 \_\_\_\_\_  
553 \_\_\_\_\_  
554 \_\_\_\_\_  
555 \_\_\_\_\_  
556 \_\_\_\_\_  
557 \_\_\_\_\_  
558 \_\_\_\_\_  
559 \_\_\_\_\_  
560 \_\_\_\_\_  
561 \_\_\_\_\_  
562 \_\_\_\_\_  
563 \_\_\_\_\_  
564 \_\_\_\_\_  
565 \_\_\_\_\_  
566 \_\_\_\_\_  
567 \_\_\_\_\_  
568 \_\_\_\_\_  
569 \_\_\_\_\_  
570 \_\_\_\_\_  
571 \_\_\_\_\_  
572 \_\_\_\_\_  
573 \_\_\_\_\_  
574 \_\_\_\_\_  
575 \_\_\_\_\_  
576 \_\_\_\_\_  
577 \_\_\_\_\_  
578 \_\_\_\_\_  
579 \_\_\_\_\_  
580 \_\_\_\_\_  
581 \_\_\_\_\_  
582 \_\_\_\_\_  
583 \_\_\_\_\_  
584 \_\_\_\_\_  
585 \_\_\_\_\_  
586 \_\_\_\_\_  
587 \_\_\_\_\_  
588 \_\_\_\_\_  
589 \_\_\_\_\_  
590 \_\_\_\_\_  
591 \_\_\_\_\_  
592 \_\_\_\_\_  
593 \_\_\_\_\_  
594 \_\_\_\_\_  
595 \_\_\_\_\_  
596 \_\_\_\_\_  
597 \_\_\_\_\_  
598 \_\_\_\_\_  
599 \_\_\_\_\_  
600 \_\_\_\_\_  
601 \_\_\_\_\_  
602 \_\_\_\_\_  
603 \_\_\_\_\_  
604 \_\_\_\_\_  
605 \_\_\_\_\_  
606 \_\_\_\_\_  
607 \_\_\_\_\_  
608 \_\_\_\_\_  
609 \_\_\_\_\_  
610 \_\_\_\_\_  
611 \_\_\_\_\_  
612 \_\_\_\_\_  
613 \_\_\_\_\_  
614 \_\_\_\_\_  
615 \_\_\_\_\_  
616 \_\_\_\_\_  
617 \_\_\_\_\_  
618 \_\_\_\_\_  
619 \_\_\_\_\_  
620 \_\_\_\_\_  
621 \_\_\_\_\_  
622 \_\_\_\_\_  
623 \_\_\_\_\_  
624 \_\_\_\_\_  
625 \_\_\_\_\_  
626 \_\_\_\_\_  
627 \_\_\_\_\_  
628 \_\_\_\_\_  
629 \_\_\_\_\_  
630 \_\_\_\_\_  
631 \_\_\_\_\_  
632 \_\_\_\_\_  
633 \_\_\_\_\_  
634 \_\_\_\_\_  
635 \_\_\_\_\_  
636 \_\_\_\_\_  
637 \_\_\_\_\_  
638 \_\_\_\_\_  
639 \_\_\_\_\_  
640 \_\_\_\_\_  
641 \_\_\_\_\_  
642 \_\_\_\_\_  
643 \_\_\_\_\_  
644 \_\_\_\_\_  
645 \_\_\_\_\_  
646 \_\_\_\_\_  
647 \_\_\_\_\_  
648 \_\_\_\_\_  
649 \_\_\_\_\_  
650 \_\_\_\_\_  
651 \_\_\_\_\_  
652 \_\_\_\_\_  
653 \_\_\_\_\_  
654 \_\_\_\_\_  
655 \_\_\_\_\_  
656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_  
661 \_\_\_\_\_  
662 \_\_\_\_\_  
663 \_\_\_\_\_  
664 \_\_\_\_\_  
665 \_\_\_\_\_  
666 \_\_\_\_\_  
667 \_\_\_\_\_  
668 \_\_\_\_\_  
669 \_\_\_\_\_  
670 \_\_\_\_\_  
671 \_\_\_\_\_  
672 \_\_\_\_\_  
673 \_\_\_\_\_  
674 \_\_\_\_\_  
675 \_\_\_\_\_  
676 \_\_\_\_\_  
677 \_\_\_\_\_  
678 \_\_\_\_\_  
679 \_\_\_\_\_  
680 \_\_\_\_\_  
681 \_\_\_\_\_  
682 \_\_\_\_\_  
683 \_\_\_\_\_  
684 \_\_\_\_\_  
685 \_\_\_\_\_  
686 \_\_\_\_\_  
687 \_\_\_\_\_  
688 \_\_\_\_\_  
689 \_\_\_\_\_  
690 \_\_\_\_\_  
691 \_\_\_\_\_  
692 \_\_\_\_\_  
693 \_\_\_\_\_  
694 \_\_\_\_\_  
695 \_\_\_\_\_  
696 \_\_\_\_\_  
697 \_\_\_\_\_  
698 \_\_\_\_\_  
699 \_\_\_\_\_  
700 \_\_\_\_\_  
701 \_\_\_\_\_  
702 \_\_\_\_\_  
703 \_\_\_\_\_  
704 \_\_\_\_\_  
705 \_\_\_\_\_  
706 \_\_\_\_\_  
707 \_\_\_\_\_  
708 \_\_\_\_\_  
709 \_\_\_\_\_  
710 \_\_\_\_\_  
711 \_\_\_\_\_  
712 \_\_\_\_\_  
713 \_\_\_\_\_  
714 \_\_\_\_\_  
715 \_\_\_\_\_  
716 \_\_\_\_\_  
717 \_\_\_\_\_  
718 \_\_\_\_\_  
719 \_\_\_\_\_  
720 \_\_\_\_\_  
721 \_\_\_\_\_  
722 \_\_\_\_\_  
723 \_\_\_\_\_  
724 \_\_\_\_\_  
725 \_\_\_\_\_  
726 \_\_\_\_\_  
727 \_\_\_\_\_  
728 \_\_\_\_\_  
729 \_\_\_\_\_  
730 \_\_\_\_\_  
731 \_\_\_\_\_  
732 \_\_\_\_\_  
733 \_\_\_\_\_  
734 \_\_\_\_\_  
735 \_\_\_\_\_  
736 \_\_\_\_\_  
737 \_\_\_\_\_  
738 \_\_\_\_\_  
739 \_\_\_\_\_  
740 \_\_\_\_\_  
741 \_\_\_\_\_  
742 \_\_\_\_\_  
743 \_\_\_\_\_  
744 \_\_\_\_\_  
745 \_\_\_\_\_  
746 \_\_\_\_\_  
747 \_\_\_\_\_  
748 \_\_\_\_\_  
749 \_\_\_\_\_  
750 \_\_\_\_\_  
751 \_\_\_\_\_  
752 \_\_\_\_\_  
753 \_\_\_\_\_  
754 \_\_\_\_\_  
755 \_\_\_\_\_  
756 \_\_\_\_\_  
757 \_\_\_\_\_  
758 \_\_\_\_\_  
759 \_\_\_\_\_  
760 \_\_\_\_\_  
761 \_\_\_\_\_  
762 \_\_\_\_\_  
763 \_\_\_\_\_  
764 \_\_\_\_\_  
765 \_\_\_\_\_  
766 \_\_\_\_\_  
767 \_\_\_\_\_  
768 \_\_\_\_\_  
769 \_\_\_\_\_  
770 \_\_\_\_\_  
771 \_\_\_\_\_  
772 \_\_\_\_\_  
773 \_\_\_\_\_  
774 \_\_\_\_\_  
775 \_\_\_\_\_  
776 \_\_\_\_\_  
777 \_\_\_\_\_  
778 \_\_\_\_\_  
779 \_\_\_\_\_  
780 \_\_\_\_\_  
781 \_\_\_\_\_  
782 \_\_\_\_\_  
783 \_\_\_\_\_  
784 \_\_\_\_\_  
785 \_\_\_\_\_  
786 \_\_\_\_\_  
787 \_\_\_\_\_  
788 \_\_\_\_\_  
789 \_\_\_\_\_  
790 \_\_\_\_\_  
791 \_\_\_\_\_  
792 \_\_\_\_\_  
793 \_\_\_\_\_  
794 \_\_\_\_\_  
795 \_\_\_\_\_  
796 \_\_\_\_\_  
797 \_\_\_\_\_  
798 \_\_\_\_\_  
799 \_\_\_\_\_  
800 \_\_\_\_\_  
801 \_\_\_\_\_  
802 \_\_\_\_\_  
803 \_\_\_\_\_  
804 \_\_\_\_\_  
805 \_\_\_\_\_  
806 \_\_\_\_\_  
807 \_\_\_\_\_  
808 \_\_\_\_\_  
809 \_\_\_\_\_  
810 \_\_\_\_\_  
811 \_\_\_\_\_  
812 \_\_\_\_\_  
813 \_\_\_\_\_  
814 \_\_\_\_\_  
815 \_\_\_\_\_  
816 \_\_\_\_\_  
817 \_\_\_\_\_  
818 \_\_\_\_\_  
819 \_\_\_\_\_  
820 \_\_\_\_\_  
821 \_\_\_\_\_  
822 \_\_\_\_\_  
823 \_\_\_\_\_  
824 \_\_\_\_\_  
825 \_\_\_\_\_  
826 \_\_\_\_\_  
827 \_\_\_\_\_  
828 \_\_\_\_\_  
829 \_\_\_\_\_  
830 \_\_\_\_\_  
831 \_\_\_\_\_  
832 \_\_\_\_\_  
833 \_\_\_\_\_  
834 \_\_\_\_\_  
835 \_\_\_\_\_  
836 \_\_\_\_\_  
837 \_\_\_\_\_  
838 \_\_\_\_\_  
839 \_\_\_\_\_  
840 \_\_\_\_\_  
841 \_\_\_\_\_  
842 \_\_\_\_\_  
843 \_\_\_\_\_  
844 \_\_\_\_\_  
845 \_\_\_\_\_  
846 \_\_\_\_\_  
847 \_\_\_\_\_  
848 \_\_\_\_\_  
849 \_\_\_\_\_  
850 \_\_\_\_\_  
851 \_\_\_\_\_  
852 \_\_\_\_\_  
853 \_\_\_\_\_  
854 \_\_\_\_\_  
855 \_\_\_\_\_  
856 \_\_\_\_\_  
857 \_\_\_\_\_  
858 \_\_\_\_\_  
859 \_\_\_\_\_  
860 \_\_\_\_\_  
861 \_\_\_\_\_  
862 \_\_\_\_\_  
863 \_\_\_\_\_  
864 \_\_\_\_\_  
865 \_\_\_\_\_  
866 \_\_\_\_\_  
867 \_\_\_\_\_  
868 \_\_\_\_\_  
869 \_\_\_\_\_  
870 \_\_\_\_\_  
871 \_\_\_\_\_  
872 \_\_\_\_\_  
873 \_\_\_\_\_  
874 \_\_\_\_\_  
875 \_\_\_\_\_  
876 \_\_\_\_\_  
877 \_\_\_\_\_  
878 \_\_\_\_\_  
879 \_\_\_\_\_  
880 \_\_\_\_\_  
881 \_\_\_\_\_  
882 \_\_\_\_\_  
883 \_\_\_\_\_  
884 \_\_\_\_\_  
885 \_\_\_\_\_  
886 \_\_\_\_\_  
887 \_\_\_\_\_  
888 \_\_\_\_\_  
889 \_\_\_\_\_  
890 \_\_\_\_\_  
891 \_\_\_\_\_  
892 \_\_\_\_\_  
893 \_\_\_\_\_  
894 \_\_\_\_\_  
895 \_\_\_\_\_  
896 \_\_\_\_\_  
897 \_\_\_\_\_  
898 \_\_\_\_\_  
899 \_\_\_\_\_  
900 \_\_\_\_\_  
901 \_\_\_\_\_  
902 \_\_\_\_\_  
903 \_\_\_\_\_  
904 \_\_\_\_\_  
905 \_\_\_\_\_  
906 \_\_\_\_\_  
907 \_\_\_\_\_  
908 \_\_\_\_\_  
909 \_\_\_\_\_  
910 \_\_\_\_\_  
911 \_\_\_\_\_  
912 \_\_\_\_\_  
913 \_\_\_\_\_  
914 \_\_\_\_\_  
915 \_\_\_\_\_  
916 \_\_\_\_\_  
917 \_\_\_\_\_  
918 \_\_\_\_\_  
919 \_\_\_\_\_  
920 \_\_\_\_\_  
921 \_\_\_\_\_  
922 \_\_\_\_\_  
923 \_\_\_\_\_  
924 \_\_\_\_\_  
925 \_\_\_\_\_  
926 \_\_\_\_\_  
927 \_\_\_\_\_  
928 \_\_\_\_\_  
929 \_\_\_\_\_  
930 \_\_\_\_\_  
931 \_\_\_\_\_  
932 \_\_\_\_\_  
933 \_\_\_\_\_  
934 \_\_\_\_\_  
935 \_\_\_\_\_  
936 \_\_\_\_\_  
937 \_\_\_\_\_  
938 \_\_\_\_\_  
939 \_\_\_\_\_  
940 \_\_\_\_\_  
941 \_\_\_\_\_  
942 \_\_\_\_\_  
943 \_\_\_\_\_  
944 \_\_\_\_\_  
945 \_\_\_\_\_  
946 \_\_\_\_\_  
947 \_\_\_\_\_  
948 \_\_\_\_\_  
949 \_\_\_\_\_  
950 \_\_\_\_\_  
951 \_\_\_\_\_  
952 \_\_\_\_\_  
953 \_\_\_\_\_  
954 \_\_\_\_\_  
955 \_\_\_\_\_  
956 \_\_\_\_\_  
957 \_\_\_\_\_  
958 \_\_\_\_\_  
959 \_\_\_\_\_  
960 \_\_\_\_\_  
961 \_\_\_\_\_  
962 \_\_\_\_\_  
963 \_\_\_\_\_  
964 \_\_\_\_\_  
965 \_\_\_\_\_  
966 \_\_\_\_\_  
967 \_\_\_\_\_  
968 \_\_\_\_\_  
969 \_\_\_\_\_  
970 \_\_\_\_\_  
971 \_\_\_\_\_  
972 \_\_\_\_\_  
973 \_\_\_\_\_  
974 \_\_\_\_\_  
975 \_\_\_\_\_  
976 \_\_\_\_\_  
977 \_\_\_\_\_  
978 \_\_\_\_\_  
979 \_\_\_\_\_  
980 \_\_\_\_\_  
981 \_\_\_\_\_  
982 \_\_\_\_\_  
983 \_\_\_\_\_  
984 \_\_\_\_\_  
985 \_\_\_\_\_  
986 \_\_\_\_\_  
987 \_\_\_\_\_  
988 \_\_\_\_\_  
989 \_\_\_\_\_  
990 \_\_\_\_\_  
991 \_\_\_\_\_  
992 \_\_\_\_\_  
993 \_\_\_\_\_  
994 \_\_\_\_\_  
995 \_\_\_\_\_  
996 \_\_\_\_\_  
997 \_\_\_\_\_  
998 \_\_\_\_\_  
999 \_\_\_\_\_  
1000 \_\_\_\_\_  
1001 \_\_\_\_\_  
1002 \_\_\_\_\_  
1003 \_\_\_\_\_  
1004 \_\_\_\_\_  
1005 \_\_\_\_\_  
1006 \_\_\_\_\_  
1007 \_\_\_\_\_  
1008 \_\_\_\_\_  
1009 \_\_\_\_\_  
1010 \_\_\_\_\_  
1011 \_\_\_\_\_  
1012 \_\_\_\_\_  
1013 \_\_\_\_\_  
1014 \_\_\_\_\_  
1015 \_\_\_\_\_  
1016 \_\_\_\_\_  
1017 \_\_\_\_\_  
1018 \_\_\_\_\_  
1019 \_\_\_\_\_  
1020 \_\_\_\_\_  
1021 \_\_\_\_\_  
1022 \_\_\_\_\_  
1023 \_\_\_\_\_  
1024 \_\_\_\_\_  
1025 \_\_\_\_\_  
1026 \_\_\_\_\_  
1027 \_\_\_\_\_  
1028 \_\_\_\_\_  
1029 \_\_\_\_\_  
1030 \_\_\_\_\_  
1031 \_\_\_\_\_  
1032 \_\_\_\_\_  
1033 \_\_\_\_\_  
1034 \_\_\_\_\_  
1035 \_\_\_\_\_  
1036 \_\_\_\_\_  
1037 \_\_\_\_\_  
1038 \_\_\_\_\_  
1039 \_\_\_\_\_  
1040 \_\_\_\_\_  
1041 \_\_\_\_\_  
1042 \_\_\_\_\_  
1043 \_\_\_\_\_  
1044 \_\_\_\_\_  
1045 \_\_\_\_\_  
1046 \_\_\_\_\_  
1047 \_\_\_\_\_  
1048 \_\_\_\_\_  
1049 \_\_\_\_\_  
1050 \_\_\_\_\_  
1051 \_\_\_\_\_  
1052 \_\_\_\_\_  
1053 \_\_\_\_\_  
1054 \_\_\_\_\_  
1055 \_\_\_\_\_  
1056 \_\_\_\_\_  
1057 \_\_\_\_\_  
1058 \_\_\_\_\_  
1059 \_\_\_\_\_  
1060 \_\_\_\_\_  
1061 \_\_\_\_\_  
1062 \_\_\_\_\_  
1063 \_\_\_\_\_  
1064 \_\_\_\_\_  
1065 \_\_\_\_\_  
1066 \_\_\_\_\_  
1067 \_\_\_\_\_  
1068 \_\_\_\_\_  
1069 \_\_\_\_\_  
1070 \_\_\_\_\_  
1071 \_\_\_\_\_  
1072 \_\_\_\_\_  
1073 \_\_\_\_\_  
1074 \_\_\_\_\_  
1075 \_\_\_\_\_  
1076 \_\_\_\_\_  
1077 \_\_\_\_\_  
1078 \_\_\_\_\_  
1079 \_\_\_\_\_  
1080 \_\_\_\_\_  
1081 \_\_\_\_\_  
1082 \_\_\_\_\_  
1083 \_\_\_\_\_  
1084 \_\_\_\_\_  
1085 \_\_\_\_\_  
1086 \_\_\_\_\_  
1087 \_\_\_\_\_  
1088 \_\_\_\_\_  
1089 \_\_\_\_\_  
1090 \_\_\_\_\_  
1091 \_\_\_\_\_  
1092 \_\_\_\_\_  
1093 \_\_\_\_\_  
1094 \_\_\_\_\_  
1095 \_\_\_\_\_  
1096 \_\_\_\_\_  
1097 \_\_\_\_\_  
1098 \_\_\_\_\_  
1099 \_\_\_\_\_  
1100 \_\_\_\_\_  
1101 \_\_\_\_\_  
1102 \_\_\_\_\_  
1103 \_\_\_\_\_  
1104 \_\_\_\_\_  
1105 \_\_\_\_\_  
1106 \_\_\_\_\_  
1107 \_\_\_\_\_  
1108 \_\_\_\_\_  
1109 \_\_\_\_\_  
1110 \_\_\_\_\_  
1111 \_\_\_\_\_  
1112 \_\_\_\_\_  
1113 \_\_\_\_\_  
1114 \_\_\_\_\_  
1115 \_\_\_\_\_  
1116 \_\_\_\_\_  
1117 \_\_\_\_\_  
1118 \_\_\_\_\_  
1119 \_\_\_\_\_  
1120 \_\_\_\_\_  
1121 \_\_\_\_\_  
1122 \_\_\_\_\_  
1123 \_\_\_\_\_  
1124 \_\_\_\_\_  
1125 \_\_\_\_\_  
1126 \_\_\_\_\_  
1127 \_\_\_\_\_  
1128 \_\_\_\_\_  
1129 \_\_\_\_\_  
1130 \_\_\_\_\_  
1131 \_\_\_\_\_  
1132 \_\_\_\_\_  
1133 \_\_\_\_\_  
1134 \_\_\_\_\_  
1135 \_\_\_\_\_  
1136 \_\_\_\_\_  
1137 \_\_\_\_\_  
1138 \_\_\_\_\_  
1139 \_\_\_\_\_  
1140 \_\_\_\_\_  
1141 \_\_\_\_\_  
1142 \_\_\_\_\_  
1143 \_\_\_\_\_  
1144 \_\_\_\_\_  
1145 \_\_\_\_\_  
1146 \_\_\_\_\_  
1147 \_\_\_\_\_  
1148 \_\_\_\_\_  
1149 \_\_\_\_\_  
1150 \_\_\_\_\_  
1151 \_\_\_\_\_  
1152 \_\_\_\_\_  
1153 \_\_\_\_\_  
1154 \_\_\_\_\_  
1155 \_\_\_\_\_  
1156 \_\_\_\_\_  
1157 \_\_\_\_\_  
1158 \_\_\_\_\_  
1159 \_\_\_\_\_  
1160 \_\_\_\_\_  
1161 \_\_\_\_\_  
1162 \_\_\_\_\_  
1163 \_\_\_\_\_  
1164 \_\_\_\_\_  
1165 \_\_\_\_\_  
1166 \_\_\_\_\_  
1167 \_\_\_\_\_  
1168 \_\_\_\_\_  
1169 \_\_\_\_\_  
1170 \_\_\_\_\_  
1171 \_\_\_\_\_  
1172 \_\_\_\_\_  
1173 \_\_\_\_\_  
1174 \_\_\_\_\_  
1175 \_\_\_\_\_  
1176 \_\_\_\_\_  
1177 \_\_\_\_\_  
1178 \_\_\_\_\_  
1179 \_\_\_\_\_  
1180 \_\_\_\_\_  
1181 \_\_\_\_\_  
1182 \_\_\_\_\_  
1183 \_\_\_\_\_  
1184 \_\_\_\_\_  
1185 \_\_\_\_\_  
1186 \_\_\_\_\_  
1187 \_\_\_\_\_  
1188 \_\_\_\_\_  
1189 \_\_\_\_\_  
1190 \_\_\_\_\_  
1191 \_\_\_\_\_  
1192 \_\_\_\_\_  
1193 \_\_\_\_\_  
1194 \_\_\_\_\_  
1195 \_\_\_\_\_  
1196 \_\_\_\_\_  
1197 \_\_\_\_\_  
1198 \_\_\_\_\_  
1199 \_\_\_\_\_  
1200 \_\_\_\_\_  
1201 \_\_\_\_\_  
1202 \_\_\_\_\_  
1203 \_\_\_\_\_  
1204 \_\_\_\_\_  
1205 \_\_\_\_\_  
1206 \_\_\_\_\_  
1207 \_\_\_\_\_  
1208 \_\_\_\_\_  
1209 \_\_\_\_\_  
1210 \_\_\_\_\_  
1211 \_\_\_\_\_  
1212 \_\_\_\_\_  
1213 \_\_\_\_\_  
1214 \_\_\_\_\_  
1215 \_\_\_\_\_  
1216 \_\_\_\_\_  
1217 \_\_\_\_\_  
1218 \_\_\_\_\_  
1219 \_\_\_\_\_  
1220 \_\_\_\_\_  
1221 \_\_\_\_\_  
1222 \_\_\_\_\_  
1223 \_\_\_\_\_  
1224 \_\_\_\_\_  
1225 \_\_\_\_\_  
1226 \_\_\_\_\_  
1227 \_\_\_\_\_  
1228 \_\_\_\_\_  
1229 \_\_\_\_\_  
1230 \_\_\_\_\_  
1231 \_\_\_\_\_  
1232 \_\_\_\_\_  
1233 \_\_\_\_\_  
1234 \_\_\_\_\_  
1235 \_\_\_\_\_  
1236 \_\_\_\_\_  
1237 \_\_\_\_\_  
1238 \_\_\_\_\_  
1239 \_\_\_\_\_  
1240 \_\_\_\_\_  
1241 \_\_\_\_\_  
1242 \_\_\_\_\_  
1243 \_\_\_\_\_  
1244 \_\_\_\_\_  
1245 \_\_\_\_\_  
1246 \_\_\_\_\_  
1247 \_\_\_\_\_  
1248 \_\_\_\_\_  
1249 \_\_\_\_\_  
1250 \_\_\_\_\_  
1251 \_\_\_\_\_  
1252 \_\_\_\_\_  
1253 \_\_\_\_\_  
1254 \_\_\_\_\_  
1255 \_\_\_\_\_  
1256 \_\_\_\_\_  
1257 \_\_\_\_\_  
1258 \_\_\_\_\_  
1259 \_\_\_\_\_  
1260 \_\_\_\_\_  
1261 \_\_\_\_\_  
1262 \_\_\_\_\_  
1263 \_\_\_\_\_  
1264 \_\_\_\_\_  
1265 \_\_\_\_\_  
1266 \_\_\_\_\_  
1267 \_\_\_\_\_  
1268 \_\_\_\_\_  
1269 \_\_\_\_\_  
1270 \_\_\_\_\_  
1271 \_\_\_\_\_  
1272 \_\_\_\_\_  
1273 \_\_\_\_\_  
1274 \_\_\_\_\_  
1275 \_\_\_\_\_  
1276 \_\_\_\_\_  
1277 \_\_\_\_\_  
1278 \_\_\_\_\_  
1279 \_\_\_\_\_  
1280 \_\_\_\_\_  
1281 \_\_\_\_\_  
1282 \_\_\_\_\_  
1283 \_\_\_\_\_  
1284 \_\_\_\_\_  
1285 \_\_\_\_\_  
1286 \_\_\_\_\_  
1287 \_\_\_\_\_  
1288 \_\_\_\_\_  
1289 \_\_\_\_\_  
1290 \_\_\_\_\_  
1291 \_\_\_\_\_  
1292 \_\_\_\_\_  
1293 \_\_\_\_\_  
1294 \_\_\_\_\_  
1295 \_\_\_\_\_  
1296 \_\_\_\_\_  
1297 \_\_\_\_\_  
1298 \_\_\_\_\_  
1299 \_\_\_\_\_  
1300 \_\_\_\_\_  
1301 \_\_\_\_\_  
1302 \_\_\_\_\_  
1303 \_\_\_\_\_  
1304 \_\_\_\_\_  
1305 \_\_\_\_\_  
1306 \_\_\_\_\_  
1307 \_\_\_\_\_  
1308 \_\_\_\_\_  
1309 \_\_\_\_\_  
1310 \_\_\_\_\_  
1311 \_\_\_\_\_  
1312 \_\_\_\_\_  
1313 \_\_\_\_\_  
1314 \_\_\_\_\_  
1315 \_\_\_\_\_  
1316 \_\_\_\_\_  
1317 \_\_\_\_\_  
1318 \_\_\_\_\_  
1319 \_\_\_\_\_  
1320 \_\_\_\_\_  
1321 \_\_\_\_\_  
1322 \_\_\_\_\_  
1323 \_\_\_\_\_  
1324 \_\_\_\_\_  
1325 \_\_\_\_\_  
1326 \_\_\_\_\_  
1327 \_\_\_\_\_  
1328 \_\_\_\_\_  
1329 \_\_\_\_\_  
1330 \_\_\_\_\_  
1331 \_\_\_\_\_  
1332 \_\_\_\_\_  
1333 \_\_\_\_\_  
1334 \_\_\_\_\_  
1335 \_\_\_\_\_  
1336 \_\_\_\_\_  
1337 \_\_\_\_\_  
1338 \_\_\_\_\_  
1339 \_\_\_\_\_  
1340 \_\_\_\_\_  
1341 \_\_\_\_\_  
1342 \_\_\_\_\_  
1343 \_\_\_\_\_  
1344 \_\_\_\_\_  
1345 \_\_\_\_\_  
1346 \_\_\_\_\_  
1347 \_\_\_\_\_  
1348 \_\_\_\_\_  
1349 \_\_\_\_\_  
1350 \_\_\_\_\_  
1351 \_\_\_\_\_  
1352 \_\_\_\_\_  
1353 \_\_\_\_\_  
1354 \_\_\_\_\_  
1355 \_\_\_\_\_  
1356 \_\_\_\_\_  
1357 \_\_\_\_\_  
1358 \_\_\_\_\_  
1359 \_\_\_\_\_  
1360 \_\_\_\_\_  
1361 \_\_\_\_\_  
1362 \_\_\_\_\_  
1363 \_\_\_\_\_  
1364 \_\_\_\_\_  
1365 \_\_\_\_\_  
1366 \_\_\_\_\_  
1367 \_\_\_\_\_  
1368 \_\_\_\_\_  
1369 \_\_\_\_\_  
1370 \_\_\_\_\_  
1371 \_\_\_\_\_  
1372 \_\_\_\_\_  
1373 \_\_\_\_\_  
1374 \_\_\_\_\_  
1375 \_\_\_\_\_  
1376 \_\_\_\_\_  
1377 \_\_\_\_\_  
1378 \_\_\_\_\_  
1379 \_\_\_\_\_  
1380 \_\_\_\_\_  
1381 \_\_\_\_\_  
1382 \_\_\_\_\_  
1383 \_\_\_\_\_  
1384 \_\_\_\_\_  
1385 \_\_\_\_\_  
1386 \_\_\_\_\_  
1387 \_\_\_\_\_  
1388 \_\_\_\_\_  
1389 \_\_\_\_\_  
1390 \_\_\_\_\_  
1391 \_\_\_\_\_  
1392 \_\_\_\_\_  
1393 \_\_\_\_\_  
1394 \_\_\_\_\_  
1395 \_\_\_\_\_  
1396 \_\_\_\_\_  
1397 \_\_\_\_\_  
1398 \_\_\_\_\_  
1399 \_\_\_\_\_  
1400 \_\_\_\_\_  
1401 \_\_\_\_\_  
1402 \_\_\_\_\_  
1403 \_\_\_\_\_  
1404 \_\_\_\_\_  
1405 \_\_\_\_\_  
1406 \_\_\_\_\_  
1407 \_\_\_\_\_  
1408 \_\_\_\_\_  
1409 \_\_\_\_\_  
1410 \_\_\_\_\_  
1411 \_\_\_\_\_  
1412 \_\_\_\_\_  
1413 \_\_\_\_\_  
1414 \_\_\_\_\_  
1415 \_\_\_\_\_  
1416 \_\_\_\_\_  
1417 \_\_\_\_\_  
1418 \_\_\_\_\_  
1419 \_\_\_\_\_  
1420 \_\_\_\_\_  
1421 \_\_\_\_\_  
1422 \_\_\_\_\_  
1423 \_\_\_\_\_  
1424 \_\_\_\_\_  
1425 \_\_\_\_\_  
1426 \_\_\_\_\_  
1427 \_\_\_\_\_  
1428 \_\_\_\_\_  
1429 \_\_\_\_\_  
1430 \_\_\_\_\_  
1431 \_\_\_\_\_  
1432 \_\_\_\_\_  
1433 \_\_\_\_\_  
1434 \_\_\_\_\_  
1435 \_\_\_\_\_  
1436 \_\_\_\_\_  
1437 \_\_\_\_\_  
1438 \_\_\_\_\_  
1439 \_\_\_\_\_  
1440 \_\_\_\_\_  
1441 \_\_\_\_\_  
1442 \_\_\_\_\_  
1443 \_\_\_\_\_  
1444 \_\_\_\_\_  
1445 \_\_\_\_\_  
1446 \_\_\_\_\_  
1447 \_\_\_\_\_  
1448 \_\_\_\_\_  
1449 \_\_\_\_\_  
1450 \_\_\_\_\_  
1451 \_\_\_\_\_  
1452 \_\_\_\_\_  
1453 \_\_\_\_\_  
1454 \_\_\_\_\_  
1455 \_\_\_\_\_  
1456 \_\_\_\_\_  
1457 \_\_\_\_\_  
1458 \_\_\_\_\_  
1459 \_\_\_\_\_  
1460 \_\_\_\_\_  
1461 \_\_\_\_\_  
1462 \_\_\_\_\_  
1463 \_\_\_\_\_  
1464 \_\_\_\_\_  
1465 \_\_\_\_\_  
1466 \_\_\_\_\_  
1467 \_\_\_\_\_  
1468 \_\_\_\_\_  
1469 \_\_\_\_\_  
1470 \_\_\_\_\_  
1471 \_\_\_\_\_  
1472 \_\_\_\_\_  
1473 \_\_\_\_\_  
1474 \_\_\_\_\_  
1475 \_\_\_\_\_  
1476 \_\_\_\_\_  
1477 \_\_\_\_\_  
1478 \_\_\_\_\_  
1479 \_\_\_\_\_  
1480 \_\_\_\_\_  
1481 \_\_\_\_\_  
1482 \_\_\_\_\_  
1483 \_\_\_\_\_  
1484 \_\_\_\_\_  
1485 \_\_\_\_\_  
1486 \_\_\_\_\_  
1487 \_\_\_\_\_  
1488 \_\_\_\_\_  
1489 \_\_\_\_\_  
1490 \_\_\_\_\_  
1491 \_\_\_\_\_  
1492