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

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COMMODITY FUTURES TRADING  
COMMISSION, and

STATE OF UTAH DIVISION OF  
SECURITIES, through Attorney General Sean  
D. Reyes

Plaintiffs,  
v.

RUST RARE COIN INC., a Utah corporation, and  
GAYLEN DEAN RUST, an individual, DENISE  
GUNDERSON RUST, an individual, JOSHUA  
DANIEL RUST, an individual,

Defendants;

and

ALEESHA RUST FRANKLIN, an individual, R  
LEGACY RACING INC, a Utah corporation, R  
LEGACY ENTERTAINMENT LLC, a Utah  
limited liability company, and R LEGACY  
INVESTMENTS LLC, a Utah limited liability  
company.

Relief Defendants.

**ORDER GRANTING MOTION FOR  
HEARING TO CONFIRM PRIVATE SALE  
OF VICTORIAN PROPERTY**

Civil No. 2:18-cv-00892-TC

Judge Tena Campbell

Magistrate Judge Dustin B. Pead

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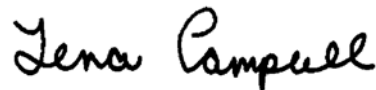
Jonathan O. Hafen, the Court-Appointed Receiver (the “Receiver”) for Rust Rare Coin Inc., Gaylen Dean Rust, R Legacy Racing Inc., R Legacy Entertainment LLC, and R Legacy Investments LLC (collectively, “Receivership Defendants”), filed a Motion for Hearing to Confirm Private Sale of Victorian Property (the “Motion”), seeking approval to sell certain real property located at 734 East 200 South, Salt Lake City, Utah (the “Property”). Keystone Real Estate Lending Fund, L.P. (“Keystone”) filed an objection to the Motion (the “Objection”), seeking payment of sale proceeds because of its lien on the Property. At the hearing on the Motion, counsel represented that the Receiver and Keystone had resolved the Objection

by agreeing that Keystone would be paid the full amount of its principal and non-default interest on its secured loan accruing through final payoff, but that Keystone would waive its default interest, late fees, attorney's fees and other collection fees and costs under the loan. The Receiver and Keystone agreed that such payments to Keystone would be made from the sales of the Property and the other collateral pledged to Keystone, namely the property commonly referred to by the Receiver as Huge Studios. After reviewing the Motion, the Objection, hearing representations by counsel on the record, and good cause appearing, the Court HEREBY ORDERS as follows:

1. The Motion (ECF No. 254) is GRANTED;
2. The Receiver is authorized to sell the Property for \$1,400,000 on the terms set forth in the Real Estate Purchase Contract attached as Exhibit A to the Motion;
3. The net sale proceeds from the sale of the Property will be paid directly to Keystone Real Estate Lending Fund, L.P., in partial satisfaction of its agreed-upon secured claim, with any outstanding amounts owed to Keystone to be paid from the sale of the Huge Studios property.

DATED this 14th day of November, 2019.

BY THE COURT:



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Honorable Tena Campbell  
United States District Court Judge