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*Attorneys for Court-Appointed Receiver Peggy Hunt*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

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SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff.

v.

TRAFFIC MONSOON, LLC, a Utah Limited  
Liability Company, and CHARLES DAVID  
SCOVILLE, an individual,

Defendants.

**DECLARATION OF PEGGY HUNT,  
RECEIVER**

2:16-cv-00832-JNP

The Honorable Jill N. Parrish

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I, Peggy Hunt, as the Court-appointed Receiver in above-captioned case, being of lawful age, declare, certify, verify, and state as follows:

1. I am the Court-appointed Receiver in the above-captioned case pursuant to the *Order* [Docket No. 11] entered by the Court on July 27, 2016, and subsequently amended by the March 28, 2017 *Amended Order Appointing Receiver* [Docket No. 81] and the February 16, 2018 *Second Amended Order Appointing Receiver* [Docket No. 120].

2. I submit this Declaration in support of the *Receiver's Motion Seeking Accounting and Turnover of Manchester Flat Sale Proceeds* and the *Receiver's Ex Parte Motion Seeking Order to Show Cause Why Charles D. Scoville Should Not Be Held in Contempt* filed concurrently herewith. To the extent any phrase is not defined herein, it is defined in these Motions.

3. I make all of the following statements based on my personal knowledge.

4. Shortly after my appointment, I requested that Defendant Charles D. Scoville ("Scoville") agree to meet with me as the receiver in this case to discuss the whereabouts of all assets, and he agreed to do so. Scoville represented to me that he was located in London and, therefore, we agreed to conduct this business by telephone.

5. During a telephone call on July 29, 2016, Scoville stated that he owned a flat in Manchester, England (the "Flat"), which he purchased for £290,000 cash in or about July 2015.

6. The Flat's address is Apartment 27, N V Building 90, the Quays, Salford, M50 3BB, United Kingdom. A true and correct *Official Copy of Register of Title* that I obtained shortly after my appointment is attached hereto as **Exhibit A**.

7. During the telephone call, Scoville further stated that he had to rent a parking space (the "Parking Space") associated with the Flat (the Flat and the Parking Space are hereinafter the "Property"). Based on the Transfer Report (defined below in ¶ 14.a), I believe Scoville actually owned the Parking Space.

8. Not long after my appointment, I secured keys for the Property from Scoville's spouse (who, at the time this case was commenced, was living in London), and attempted to file

a notice of receivership against the Property with Her Majesty's Land Registry<sup>1</sup> (the "Land Registry") where the Property is located. The Land Registry, however, refused to record my notice on the basis that the Receivership Order is not directly enforceable in the United Kingdom. Accordingly, I determined that I could not change the locks on the Property or give notice of an interest in the Property, but that I would have to monitor the Property from time to time, which I have been doing through my firm's London office. I was not overly concerned about the Property being transferred because Scoville was the only person who could transfer it and he was enjoined by this Court from doing so.

9. Since the creation of the Receivership Estate, I have been paying all taxes and fees associated with the Property. In fact, in August 2017, Scoville's counsel sent a tax notice to me and indicated that Scoville was anxious to know that these taxes were being paid by the receivership estate.

10. The Property is property of the Receivership Estate. It was purchased by Scoville in 2015 with money he obtained from Traffic Monsoon.

11. Scoville has never informed me or the Court that he contests the fact that the Property belongs to the Receivership Estate and is subject to the Preliminary Injunction and Receivership Order.

12. Recently, the Receiver's office was contacted by Kelie Escobar. Ms. Escobar and Scoville have a son, and she requested her son's passport. Ms. Escobar stated that she had been

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<sup>1</sup> HM Land Registry is the British government department which "register[s] the ownership of land and property in England and Wales." HM Registry: About Us, *Gov.uk* (March 13, 2018, 2:54 PM), <https://www.gov.uk/government/organisations/land-registry/about#who-we-are>.

told by Scoville that her son's passport had been seized, and she was concerned about Scoville obtaining possession of it and taking their son out of the country.

13. I have recently learned that Scoville sold the Property in violation of the Preliminary Injunction and the Receivership Order.

14. I have obtained the following documents from the Land Registry:

- a. A "Transfer of whole of registered title(s)" report relating to the Property (the "Transfer Report"), a true and correct copy of which is attached hereto as **Exhibit B**;
- b. An "Official copy of register of title" for the Flat (the "Flat Title"), a true and correct copy of which is attached hereto as **Exhibit C**; and
- c. An "Official copy of register of title" for the Parking Space, (the "Parking Space Title"), a true and correct copy of which is attached hereto as **Exhibit D**.

15. By selling the Property, Scoville has violated the Preliminary Injunction and the Receivership Order.

16. Pursuant to the Receivership Order, the proceeds ("Proceeds") of the sale of the Property are assets of the receivership estate which must be turned over to me.

17. As soon as I learned of the sale of the Property, on March 12, 2018, I demanded, through counsel, that that Scoville immediately provide an accounting of the sale and the Proceeds and turnover the Proceeds. A true and correct copy of this demand is attached hereto **Exhibit E**.

18. Having received no response to my counsel's March 12th email, on March 14, 2018, I called Scoville's counsel and orally informed him that Scoville had sold the Property. After this call, I sent counsel another demand email, also shown in Exhibit E.

19. Scoville has not responded to my demands to date.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

DATED this 16th day of March, 2018.

/s/ Peggy Hunt  
Peggy Hunt, *Receiver*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16th day of March, 2018, I caused the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of the filing to all counsel of record in this case.

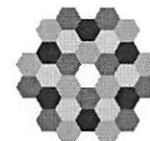
I further certify that on this 16th day of March, 2018, I served the foregoing via email on the addresses set forth below:

D. Loren Washburn  
[lwashburn@smithcorrell.com](mailto:lwashburn@smithcorrell.com)

/s/ John J. Wiest

# Exhibit A

## Land Registry



# Official copy of register of title

Title number GM976657

Edition date 20.08.2015

- This official copy shows the entries on the register of title on 01 AUG 2016 at 13:06:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 01 Aug 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : SALFORD

- 1 (27.10.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 27, N V Building, 96 The Quays, Salford (M50 3BB).  
  
NOTE: Only level five is included in the title.
- 2 (27.10.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 27 July 2004  
Term : 250 years (less 1 day) from 1 January 2003  
Parties : (1) Countryside Properties (Salford Quays) Limited  
(2) NV Buildings (Salford Quays) Management Limited  
(3) Henbury Properties Limited
- 3 (27.10.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (27.10.2004) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (19.08.2015) PROPRIETOR: CHARLES DAVID SCOVILLE of Apartment 27, N V



Title number GM976657

## B: Proprietorship Register continued

Building, 96 The Quays, Salford M50 3BB.

- 2 (27.10.2004) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number GM894228 or their conveyancer, or, if appropriate, by NV Buildings (Salford Quays) Management Limited, that the provisions of paragraphs 8 to 11 of the Third Schedule to the Registered Lease of the flat have been complied with.
- 3 (19.08.2015) The price stated to have been paid on 14 August 2015 for the land in this title and in GM976777 was £275,000.
- 4 (19.08.2015) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 7 June 1994 made between (1) Ship Canal Investments Limited (Transferor) and (2) Ship Canal Properties Limited (Transferee) contains the following covenants:-  
  
 "THE Transferee so as to bind the Property into whosoever hands the same may come and to benefit the neighbouring and adjoining land and premises of the Transferor but not so as to render the Transferee liable for any breach or omission which may occur after the Transferee shall have parted with all estate and interest in the Property hereby covenants with the Transferor:  
  
 4.1 not to carry out or permit or suffer to be carried out on the Property any act matter or thing which may be or become a public or private nuisance or a damage annoyance grievance or inconvenience to the Transferor or any occupier of any adjoining or neighbouring or other land  
  
 4.2 not to discharge or permit or suffer to be discharged into the sewers or drains serving the Property or any adjoining or neighbouring land any deleterious materials  
  
 4.3 not to obstruct or permit or suffer to be obstructed any road or footpath giving access to the Property and any adjoining or neighbouring land and property  
  
 4.4 not at any time to obstruct or interfere with or permit or suffer interference with the access and use of light and air to any adjoining or neighbouring lands of the Transferor."
- 2 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 1 February 2002 made between (1) Ship Canal Properties Limited and (2) Countryside Residential (North West) Limited contains covenants.  
  
*NOTE: Transfer filed under GM894228.*
- 3 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 25 September 2002 made between (1) Countryside Residential (North West) Limited and (2) Countryside Properties (Salford Quays) Limited contains covenants.  
  
*NOTE: Transfer filed under GM894228.*

End of register

These are the notes referred to on the following official copy

Title Number GM976657

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at [www.gov.uk/land-registry](http://www.gov.uk/land-registry) in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

# Exhibit B

These are the notes referred to on the following official copy

Title Number GM976657

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

CTR1:MHKS-586740.00001

# Land Registry

## Transfer of whole of registered title(s)

# TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

I/We hereby certify  
this to be a true  
copy of the original

Premier Property  
Lawyers Ltd

1 Title number(s) of the property: **GM9766579 GM476777**

2 Property: **Apartment 27 N V Building 96 The Quays Salford M50 3BB**

3 Date: **28<sup>th</sup> November 2017**

4 Transferor: **Charles David Scoville**

For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership  
including any prefix:

For overseas companies  
(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

5 Transferee for entry in the register:

**John James HITCHEN**

For UK incorporated companies/LLPs  
Registered number of company or limited liability partnership  
including any prefix:

For overseas companies  
(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

**Apartment 27 N V Building 96 The Quays Salford M50 3BB**

7 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

I/We hereby certify  
this to be a true  
copy of the original

Premier Property  
Lawyers Ltd

**8 Consideration**

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

**Two Hundred and Eighty Thousand Pounds . (£280,000.00)**

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

**9 The transferor transfers with**

☒ full title guarantee

☐ limited title guarantee

**10 Declaration of trust. The transferee is more than one person and**

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

**11 Additional provisions**

**Please see continuation form**

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferor's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

## 12 Execution

Signed as a deed by: Charles David Scoville

Sign Here

In the presence of:

Signature of witness: *[Signature]*

*[Signature]*

Name (in BLOCK CAPITALS)..... KUNDUS GURESHI

Address..... 21 HEIGHAM ROAD  
LONDON E6 2SC

Signed as a deed by:

Sign Here

In the presence of:

Signature of witness: *[Signature]*

*[Signature]*

Name (in BLOCK CAPITALS)..... KUNDUS GURESHI

Address..... 21 HEIGHAM ROAD  
LONDON E6 2SC

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 68 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 07/08

I/We hereby certify  
this to be a true  
copy of the original

Premier Property  
Lawyers Ltd



# Land Registry

## Continuation sheet for use with application and disposition forms

CS

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

I/We hereby certify  
this to be a true  
copy of the original

Premier Property  
Lawyers Ltd

1 Continued from Form: TR1 Title number(s): GM976657

### 2 Execution

Signed as a deed by:

Sign Here

In the presence of:  
Signature of Witness:

Name (in BLOCK

CAPITALS).....KUDUS OWRESHI.....

Address.....2A HEIGHAM ROAD.....

.....LONDON.....E6 2JL.....

Signed as a deed by:

Sign Here

In the presence of:  
Signature of Witness:

Name (in BLOCK

CAPITALS).....KUDUS OWRESHI.....

Address.....2A HEIGHAM ROAD.....

.....LONDON.....E6 2JL.....

#### Panel 11 Continued

With the object of affording the transferor(s) a full and sufficient indemnity but not further or otherwise, the transferee(s) hereby (jointly and severally) covenant(s) with the transferor(s) henceforth to observe and perform the said covenants and conditions contained or referred to in the registered lease and to indemnify the transferor(s) his/her/their estate and effects against any future breach or non-observance thereof.

The covenants set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1984 shall not extend to any charge encumbrance or other right which the seller does not know about.

The parties agree and declare that the covenants by the transfer implied by Section 4 of the Law of Property (Miscellaneous Provisions) Act 1984 and by the Transferor transferring with the title guarantee herein contained are modified so that those covenants shall not extend to any breach of the Lease's covenants in the Lease relating to repair and decoration of the property.

#### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 86 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 138 of the Land Registration Rules 2003.

Transfer.21/09/2017 12:25:36

Page 4 of 5



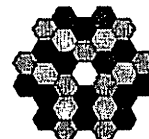
I/We hereby certify  
this to be a true  
copy of the original

Premier Property  
Lawyers Ltd

# Exhibit C

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number GM976657

Edition date 01.02.2018

- This official copy shows the entries on the register of title on 09 MAR 2018 at 11:55:04.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Mar 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : SALFORD

- 1 (27.10.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 27, N V Building, 96 The Quays, Salford (M50 3BB).

NOTE: Only level five is included in the title.

- 2 (27.10.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 27 July 2004  
 Term : 250 years (less 1 day) from 1 January 2003  
 Parties : (1) Countryside Properties (Salford Quays) Limited  
 (2) NV Buildings (Salford Quays) Management Limited  
 (3) Henbury Properties Limited
- 3 (27.10.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (27.10.2004) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (01.02.2018) PROPRIETOR: JOHN JARVIS HITCHEN of Apartment 27, N V

Title number GM976657

**B: Proprietorship Register continued**

Building, 96 The Quays, Salford M50 3BB.

- 2 (27.10.2004) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number GM894228 or their conveyancer, or, if appropriate, by NV Buildings (Salford Quays) Management Limited, that the provisions of paragraphs 8 to 11 of the Third Schedule to the Registered Lease of the flat have been complied with.
- 3 (01.02.2018) The price stated to have been paid on 28 November 2017 for the land in this title and in title GM976777 was £280,000.
- 4 (01.02.2018) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.
- 5 (01.02.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 28 November 2017 in favour of National Westminster Bank PLC referred to in the Charges Register.

**C: Charges Register**

This register contains any charges and other matters that affect the land.

- 1 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 7 June 1994 made between (1) Ship Canal Investments Limited (Transferor) and (2) Ship Canal Properties Limited (Transferee) contains the following covenants:-  
  
"THE Transferee so as to bind the Property into whosoever hands the same may come and to benefit the neighbouring and adjoining land and premises of the Transferor but not so as to render the Transferee liable for any breach or omission which may occur after the Transferee shall have parted with all estate and interest in the Property hereby covenants with the Transferor:  
  
4.1 not to carry out or permit or suffer to be carried out on the Property any act matter or thing which may be or become a public or private nuisance or a damage annoyance grievance or inconvenience to the Transferor or any occupier of any adjoining or neighbouring or other land  
  
4.2 not to discharge or permit or suffer to be discharged into the sewers or drains serving the Property or any adjoining or neighbouring land any deleterious materials  
  
4.3 not to obstruct or permit or suffer to be obstructed any road or footpath giving access to the Property and any adjoining or neighbouring land and property  
  
4.4 not at any time to obstruct or interfere with or permit or suffer interference with the access and use of light and air to any adjoining or neighbouring lands of the Transferor."
- 2 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 1 February 2002 made between (1) Ship Canal Properties Limited and (2) Countryside Residential (North West) Limited contains covenants.  
  
*NOTE: Transfer filed under GM894228.*
- 3 (27.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 25 September 2002 made between (1) Countryside Residential (North West) Limited and (2) Countryside Properties (Salford Quays) Limited contains covenants.

Title number GM976657

## C: Charges Register continued

*NOTE: Transfer filed under GM894228.*

- 4 (01.02.2018) REGISTERED CHARGE dated 28 November 2017 affecting also title GM976777.
- 5 (01.02.2018) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

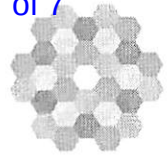
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

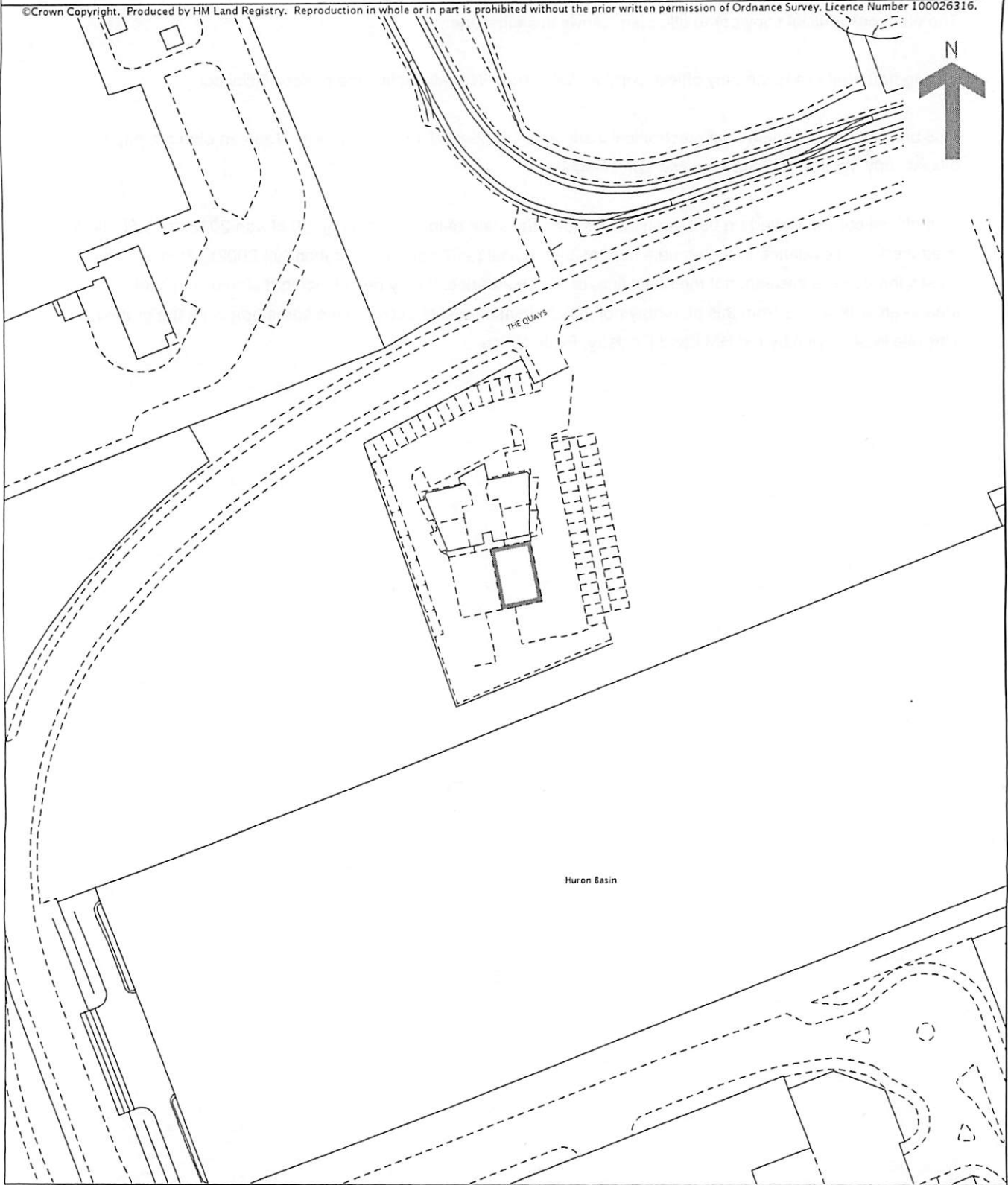
This official copy is issued on 09 March 2018 shows the state of this title plan on 09 March 2018 at 11:55:04. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Fylde Office .

HM Land Registry  
Official copy of  
title plan

Title number **GM976657**  
Ordnance Survey map reference **SJ8097SE**  
Scale **1:1250**  
Administrative area **Greater Manchester :**  
**Salford**



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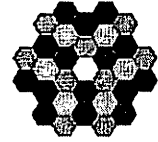




# Exhibit D

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number GM976777 Edition date 01.02.2018

- This official copy shows the entries on the register of title on 09 MAR 2018 at 14:56:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Mar 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : SALFORD

- 1 (28.10.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Parking Space 10, 96 The Quays, Salford (M50 3BB).

NOTE: Only the surface of the car parking space, any parking post or similar fixture is included in the title.

- 2 (28.10.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 27 July 2004  
 Term : 250 years (less 1 day) from 1 January 2003  
 Parties : (1) Countryside Properties (Salford Quays) Limited  
 (2) NV Buildings (Salford Quays) Management Limited  
 (3) Henbury Properties Limited
- 3 (28.10.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (28.10.2004) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

Title number GM976777

**B: Proprietorship Register continued**

- 1 (01.02.2018) PROPRIETOR: JOHN JARVIS HITCHEN of Apartment 27, N V Building, 96 The Quays, Salford M50 3BB.
- 2 (28.10.2004) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number GM894228 or their conveyancer, or, if appropriate, by NV Buildings (Salford Quays) Management Limited, that the provisions of paragraphs 7 to 10 of the Third Schedule to the Registered Lease of the parking space have been complied with.
- 3 (01.02.2018) The price stated to have been paid on 28 November 2017 for the land in this title and in title GM976657 was £280,000.
- 4 (01.02.2018) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.
- 5 (01.02.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 28 November 2017 in favour of National Westminster Bank PLC referred to in the Charges Register.

**C: Charges Register**

This register contains any charges and other matters that affect the land.

- 1 (28.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 7 June 1994 made between (1) Ship Canal Investments Limited (Transferor) and (2) Ship Canal Properties Limited (Transferee) contains the following covenants:-

"THE Transferee so as to bind the Property into whosoever hands the same may come and to benefit the neighbouring and adjoining land and premises of the Transferor but not so as to render the Transferee liable for any breach or omission which may occur after the Transferee shall have parted with all estate and interest in the Property hereby covenants with the Transferor:

4.1 not to carry out or permit or suffer to be carried out on the Property any act matter or thing which may be or become a public or private nuisance or a damage annoyance or inconvenience to the Transferor or any occupier of any adjoining or neighbouring or other land

4.2 not to discharge or permit or suffer to be discharged into the sewers or drains serving the Property or any adjoining or neighbouring land any deleterious materials

4.3 not to obstruct or permit or suffer to be obstructed any road or footpath giving access to the Property and any adjoining or neighbouring land and property

4.4 not at any time to obstruct or interfere with or permit or suffer interference with the access and use of light and air to any adjoining or neighbouring lands of the Transferor."

- 2 (28.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 1 February 2002 made between (1) Ship Canal Properties Limited and (2) Countryside Residential (North West) Limited contains covenants.

*NOTE: Transfer filed under GM894228.*

- 3 (28.10.2004) A Transfer of the freehold estate in the land in this title and other land dated 25 September 2002 made between (1) Countryside Residential (North West) Limited and (2) Countryside Properties (Salford Quays) Limited contains covenants.

Title number GM976777

## C: Charges Register continued

*NOTE: Transfer filed under GM894228.*

- 4 (01.02.2018) REGISTERED CHARGE dated 28 November 2017 affecting also title GM976657.
- 5 (01.02.2018) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.

End of register

# Exhibit E

**From:** [Hunt, Peggy](#)  
**To:** [lwashburn@smithcorrell.com](mailto:lwashburn@smithcorrell.com)  
**Cc:** [Thomson, Michael](#); [Wiest, John](#)  
**Subject:** FW: Traffic Monsoon - Manchester Flat  
**Date:** Wednesday, March 14, 2018 1:37:14 PM  
**Attachments:** [image003.png](#)  
[Scoville Official Copy \(Transfer\) 28.11.2017 - GM976657.pdf](#)  
[image002.png](#)  
**Importance:** High

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Loren,

Thanks for the call today. Attached are the documents showing the transfer of the property.

As I mentioned, to avoid me filing the motion I have prepared to find Mr. Scoville in contempt and reporting this incident to appropriate authorities, Mr. Scoville must give me immediately:

1. A copy of the settlement statement for the sale showing the monies he received;
2. A copy of the account statement showing the deposit of sale proceeds; and
3. Turnover of all proceeds.

**Peggy Hunt**  
**Partner**  
**Co-Chair, Bankruptcy Practice Group**



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**From:** Thomson, Michael  
**Sent:** Monday, March 12, 2018 11:26 AM  
**To:** Loren Washburn <[lwashburn@smithcorrell.com](mailto:lwashburn@smithcorrell.com)>  
**Cc:** Hunt, Peggy <[hunt.peggy@dorsey.com](mailto:hunt.peggy@dorsey.com)>  
**Subject:** Traffic Monsoon - Manchester Flat  
**Importance:** High

Loren,

We have just learned that the Manchester flat was sold by Mr. Scoville on November 28, 2017 for

£280,000, in violation of the Preliminary Injunction. Unless the Receiver receives from Mr. Scoville (i) an accounting of that sale and the sale proceeds, and (ii) turnover of the sale proceeds, by the end of business today, the Receiver will be filing a motion seeking an accounting of the sale, turnover of the sale proceeds, and to hold Mr. Scoville in contempt for violating the Preliminary Injunction.

Mike

**Michael F. Thomson**

Partner



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