

This matter having come before the Court on Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction, and the Court having considered the motion and memorandum in support thereof, the Affidavit of Richard Holm, and being fully advised in the premises,

THE COURT HEREBY FINDS that:

1. On November 20, 2006, the Special Fiduciary entered into the Occupancy Agreement, with Richard Holm, attached hereto as Exhibit A, whereby Richard Holm agreed to lease the Holm School from the United Effort Plan Trust.

2. Under the heading, "Obligations to Maintain/General Obligations/Surrender of Premises," the Occupancy Agreement requires the following of Richard Holm:

- (a) Occupant shall at all times and at his/her own expense repair and maintain the Premises in a clean, sanitary and safe condition including but not limited to, all electrical, cooling, heating, and plumbing systems and all appliances, fixtures, furniture and furnishings.
- (b) Occupant shall not allow any waste, nuisance, or damage to any portion of the Premises.
- (c) Occupant shall timely respond to all reasonable requests of the Fiduciary to up keep, clean and maintain the Premises for the general welfare and safety of all persons using the Premises.
- (d) Occupant shall coordinate reservations of the Premises by community groups. In the event that multiple groups want to schedule use of the Premises on the same day or time, Occupant shall make the final decision.
- (e) Occupant shall obtain the Fiduciary's written approval before making any material improvements or modifications to the Premises.
- (f) All improvements to the Premises shall be in compliance with the applicable building codes and other regulations.
- (g) Occupant shall provide written notice to the Fiduciary of any intention to move from or vacate the Premises at least ten (10) days in advance.
- (h) At termination of this Agreement, Occupant shall quit and deliver the quiet and peaceful possession of the Premises to Fiduciary or his agent in as good or better condition, ordinary wear and tear excepted, as when the Premises were accepted under this Agreement.

Exhibit A at 1-2.

3. The Occupancy Agreement states that the Holm School "shall be used as a facility for education, occupational training, and community economic development events and activities and is open to use by all Trust Participants and persons residing in the communities of Hildale, Utah, Colorado City, Arizona, and surrounding communities." *Id.* at 2.

4. The Occupancy Agreement further states: "[n]o person shall be denied use of the Premises based on religious affiliation or other protected categories under federal and state law." *Id.*

5. Consistent with the purposes of the Occupancy Agreement, Richard Holm, who was expelled from the FLDS Church in 2003, and his brother, Thomas Holm, who until at least December 15, 2011 was a member in good standing of the FLDS Church, have together collaborated to use the Holm School as a school for their respective non-FLDS and FLDS children, as well as for the education of the children of dozens of other FLDS parents.

6. Beginning on or about December 15, 2011, however, Thomas Holm's standing among the FLDS has been placed in question to the point that it no longer appears that he is considered a member of the FLDS Church, and, as a result, a contest has arisen over the use and control of the Holm School by Richard Holm and Thomas Holm on the one hand and the FLDS on the other. As a result, the Holm brothers and the FLDS Church are asserting competing rights to the use and occupancy the Holm School.

7. After taking possession of the Holm School, FLDS work crews began digging holes, pouring concrete and installing metal fencing to block the north entrance into the Holm School

parking lot, and have welded the gate at the east entrance to the Holm School closed in order to block access from the east, resulting in damage to the Holm School.

8. Richard Holm is the lawful possessor of the Holm School under the Occupancy Agreement he entered into with the Special Fiduciary and is entitled to enforce the Occupancy Agreement as if it were a deed or a lease.

9. Richard Holm is now and will continue to suffer irreparable harm in the absence of immediate injunctive relief.

10. The threatened injury to Richard Holm (and the Trust) outweighs whatever damage the proposed injunction may cause the Defendants.

11. An injunction, if issued, would not be adverse to the public interest.

12. There is a substantial likelihood that Richard Holm will prevail on the merits of his underlying claims. At a minimum, the case presents serious issues on the merits which should be the subject of further litigation.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Plaintiff Richard Holm's Motion be and hereby is GRANTED as follows.
2. All Occupancy Agreements entered into by the Special Fiduciary have full force and effect according to their terms, and are enforceable as to the Defendants, who shall give them full force and effect. The Occupancy Agreement attached as Exhibit A is a legally binding and enforceable agreement between the Special Fiduciary and Richard Holm regarding the Holm

School,¹ has full force and effect according to its terms, and is enforceable as to the Defendants, who shall give it full force and effect.

3. Specifically, the Defendants shall not:
 - a. interfere in any way with the interest of Richard Holm in his Occupancy Agreement;
 - b. interfere in any way with Richard Holm's quiet and peaceable enjoyment of the Holm School;
 - c. directly or indirectly interfere with, intimidate, harass or coerce Richard Holm or any other person who is allowed by Richard Holm to occupy or use the Holm School;
 - d. engage in or facilitate any acts having the purpose or effect of depriving the Holm School of electricity, gas, water, sewage, trash removal or the other utility services it had before December 14, 2011; and
 - e. engage in or facilitate any acts resulting in further damage to the Holm School or removal of personal property or fixtures from the Holm School.

3. The Defendants shall immediately take all steps necessary to provide Richard Holm with exclusive physical possession and control of the Holm School, keys to the Holm School, and shall return to the Holm School, under the supervision of Richard Holm, all personal property and fixtures that were in the Holm School on December 14, 2011.

¹The term "Holm School" as used herein means the "Premises" as that term is defined in the Occupancy Agreement.

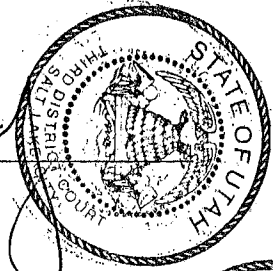
4. The Defendants shall immediately take all steps necessary to restore the Holm School with the same electricity, gas, water, sewage, trash removal and other utility services that were provided to the Holm School on December 14, 2011.

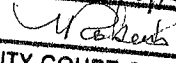
5. The Defendants, under the supervision of Richard Holm, shall immediately undertake at their expense all steps necessary to reverse the acts of self-help described in the Complaint on file in this matter by, among other things, removing the fencing, opening the gates to the Holm School and otherwise fully restoring the Holm School to the condition it was in on December 14, 2011.

6. The Hildale City, Utah and Colorado City, Arizona law enforcement officers are directed to enforce this Order.

22 Dec 2011


District Court Judge



I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY, STATE OF UTAH
DATE: Dec. 22, 2011

DEPUTY COURT CLERK

CERTIFICATE OF SERVICE

I certify that on this 21st day of December 2011, a true, correct and complete copy of the foregoing was served upon counsel for WARREN JEFFS, LYLE JEFFS, THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, THE CORPORATION OF THE PRESIDENT OF THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, THE CORPORATION OF THE PRESIDING BISHOP OF THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, and/or THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, An Association of Individuals in the manner indicated below.

Rodney R. Parker
rrp@scmlaw.com
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Suite 1100
Salt Lake City, UT 84111

U.S. Mail
 Hand Delivery
 Overnight
 Facsimile
 Email

I certify that on this 21st day of December 2011, a true, correct and complete copy of the foregoing was served upon counsel for THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, THE CORPORATION OF THE PRESIDENT OF THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, and/or THE FUNDAMENTALIST CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, An Association of Individuals in the manner indicated below.

Kenneth A. Okazaki
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BROWN, BRADSHAW & MOFFAT, LLP
10 West Broadway, #210
Salt Lake City, UT 84101

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I certify that on this 21st day of December 2011, a true, correct and complete copy of the foregoing was served upon counsel for the court-appointed SPECIAL FIDUCIARY OF THE UNITED EFFORT PLAN TRUST in the manner indicated below.

Jeffrey L. Shields
jlshields@cnmlaw.com
Zachary T. Shields
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Michael D. Stranger
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McCULLOUGH
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I certify that on this 21st day of December 2011, a true, correct and complete copy of the foregoing was served upon the other counsel currently of record in IN THE MATTER OF THE UNITED EFFORT PLAN TRUST in the manner indicated below.

Peter Stirba
peter@stirba.com
STIRBA AND ASSOCIATES
215 South State Street, #750
Salt Lake City, UT 84111

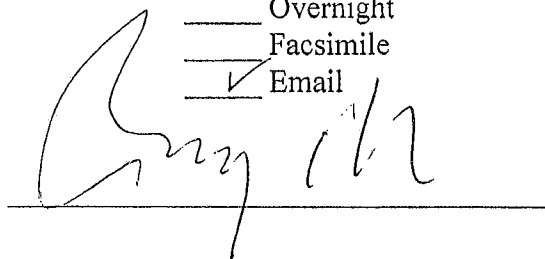
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Greggory Savage
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RAY, QUINNEY & NEBEKER
36 South State Street, #1400
Salt Lake City, UT 84111

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A handwritten signature in black ink, appearing to read "Greggory Savage", is written over a horizontal line.

EXHIBIT A

UNITED EFFORT PLAN TRUST

OCCUPANCY AGREEMENT
(Community Development)

This Occupancy Agreement ("Agreement") is made and entered into this 20th day of November, 2006, between Bruce R. Wisan, in his capacity as the Court Appointed Special Fiduciary of The United Effort Plan Trust, whose address is 132 West Pierpont Avenue, Salt Lake City, Utah 84101 ("Fiduciary") and Richard Holm, ("Occupant").

(whose address is R.O. Box 217

Herriman, Ut. 84737)

RLH
ADD
CORRECTALS

WHEREAS, on May 27, 2005, the Third District Court for Salt Lake County, State of Utah (ACourt@), in Civil No. 053900848, entered an Order appointing Bruce Wisan to serve as the Fiduciary of the United Effort Plan Trust (the ATrust@).

WHEREAS, the Court has determined that the Trust is a charitable trust.

WHEREAS, on October 25, 2006, the Court signed both the Reformed Declaration of the United Effort Plan Trust and the Stipulated Order Regarding Administration of the Trust and Final Order Approving the Reformed Declaration and Removing Trustees.

WHEREAS, one of the purposes of the Trust is to provide for the just wants and needs of its beneficiaries, including education, occupational training, and community and economic development.

WHEREAS, the Trust currently has no regular and continuing source of income.

WHEREAS, historically the occupants and users of property owned by the Trust have paid property taxes for the property which they used and occupied.

WHEREAS, this Agreement is for the aid and benefit of the Trust=s beneficiaries to use the Trust=s real property and improvements for education, occupational training and community and economic development purposes.

WHEREAS, the parties acknowledge that by signing this Agreement, the Fiduciary, the Trust, and Occupant is not waiving or releasing any claims or any rights and all such claims and rights are reserved.

AGREEMENT

In consideration of Occupant's paying property taxes and reimbursing the Fiduciary for Costs, and the covenants and conditions set forth below, the Fiduciary and Occupants hereby agree as follows:

1. Location. The Fiduciary hereby agrees to permit Occupant to use and occupy certain Trust real property, known as the Holm School Building (including the modular out buildings and class rooms) and situated at 1055 Carling Street (Tax Parcel #HD-8, Assessor's Improvement Numbers 0066426291 and 0066426301), Hildale, Utah 84784 (the "Premises"), to be used and occupied by Occupant and others for educational, occupational training, and community and economic development activities on the terms and conditions set forth in this Agreement and in compliance with federal, state and municipal laws and regulations. The Occupant accepts the Premises in its current condition.
2. Term. The term of this Agreement shall be month to month, beginning on November 20, 2006. Either party shall be entitled to terminate this Agreement by giving the other party at least 30-day written notice of termination. During any such notice period, Occupant shall continue to be bound by the terms of this Agreement.
3. Inspection. Upon reasonable notice, Occupant will allow the Fiduciary and/or his agents to enter and inspect the Premises.
4. Utilities. Occupant agrees to pay all utility deposits and utility bills when due, including without limitation, electricity, gas, telephone, water, sewer and garbage service used in connection with the Premises.
5. Property Taxes. The Fiduciary and Occupant believe that the Premises are currently tax exempt. Occupant will not use the Premises in any manner to cause the Premises to lose its tax exempt status. However, if taxes are assessed against the Premises within thirty (30) days of receiving written notice, Occupant agrees to pay the property taxes as determined by the Fiduciary based on the County=s appraised value.
6. Other Taxes. If Occupant charges any persons to use the Premises ("Rental Charge"), Occupant agrees to pay all taxes related to the Rental Charges.
7. Insurance. Occupant is encouraged to obtain fire and hazard insurance for the Premises and for personal property located on the Premises. Occupant shall reimburse the Fiduciary for any insurance the Fiduciary may purchase for the Premises.
8. Other Costs. Within thirty (30) days of receiving written notice, Occupant shall reimburse to the Fiduciary all Costs reasonably and equitably allocated to the Premises.
9. Obligation to Maintain/General Obligations/Surrender of Premises.
 - (a) Occupant shall at all times and at his/her own expense repair and maintain the Premises in a clean, sanitary and safe condition including but not limited to, all electrical, cooling, heating, and plumbing systems and all appliances, fixtures, furniture and furnishings.
 - (b) Occupant shall not allow any waste, nuisance, or damage to any portion of the Premises.
 - (c) Occupant shall timely respond to all reasonable requests of the Fiduciary to up keep, clean and maintain the Premises for the general welfare and safety of all persons using the Premises.
 - (d) Occupant shall coordinate reservations of the Premises by community groups. In the event that multiple groups want to schedule use of the Premises on the same day or time, Occupant shall make the final decision.
 - (e) Occupant shall obtain the Fiduciary=s written approval before making any material improvements or modifications to the Premises.
 - (f) All improvements to the Premises shall be in compliance with applicable building codes and other regulations.
 - (g) Occupant shall provide written notice to the Fiduciary of any intention to move from or vacate the Premises at least ten (10) days in advance.

(h) At the termination of this Agreement, Occupant shall quit and deliver the quiet and peaceful possession of the Premises to Fiduciary or his agent in as good or better condition, ordinary wear and tear excepted, as when the Premises were accepted under this Agreement.

10. Use of the Premises. The Premises shall be used as a facility for education, occupational training, and community economic development events and activities and is open to use by all Trust Participants and persons residing in the communities of Hildale, Utah, Colorado City, Arizona, and surrounding communities. No person shall be denied use of the Premises based on religious affiliation or other protected categories under federal and state law.

11. Damage/Upkeep/Repairs to Premises. Occupant shall pay all expenses for upkeep and repairs anywhere on the Premises.

12. Specific Covenants by Occupants. Occupants understand and agree to the following specific prohibitions:

(a) Assignment and Subletting. Occupant shall not assign, pledge, or encumber this Agreement or sublet the Premises or any part thereof without the prior express written consent of the Fiduciary.

(b) Waste, Nuisance or Unlawful Use. Occupant shall not commit waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in any unlawful manner. Occupant also specifically agrees that no unlawful act or behavior by Occupant, their guests, children, or other invitees shall take place on the Premises.

13. Occupant's Default or Breach of Agreement. If Occupant defaults in the payment of taxes or Costs at the times specified above, Occupant shall have a five (5) day grace period to cure such default. If Occupant does not timely cure the payment default, or if Occupant defaults in the performance of or compliance with any other term, provision or condition of this Agreement, this Agreement B at the option of the Fiduciary B shall terminate and be forfeited, and pursuant to legal process the Fiduciary may re-enter the Premises and retake possession and recover damages, including costs and attorney fees. The Fiduciary is not obligated to, but may provide written notice of any default or breach. If written notice of default or breach is received, Occupant shall promptly cure/correct the default and comply with all terms and conditions of this Agreement.

14. Liability for Injury or Damage. The Fiduciary and his agents shall not be liable for: a) any personal injury to any person occurring on the Premises; or b) any damage to property occurring on the Premises. Occupant agrees to indemnify and hold harmless the Fiduciary, his agents and the Trust from any and all claims, damages, actions, proceedings, and lawsuits (including reasonable attorneys' fees and costs) arising from Occupant's or others' use of the Premises.

15. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as subsequently waiving any such terms and conditions of this Agreement, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. Attorneys= Fees. In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys= fees.

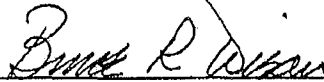
17. Notices. Unless notified of a change of address, any notice required to be given pursuant to this Agreement shall be delivered by certified mail, return receipt requested, and addressed to the Parties at the addresses described above. All notices shall be deemed given within three (3) calendar days after being set forth herein.

18. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

19. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

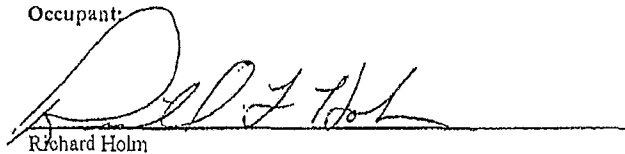
THIS Agreement is executed by the Fiduciary and Occupants as of the day and year first above written.

The Fiduciary:



Bruce R. Wisan, in his capacity as Court Appointed
Fiduciary of THE UNITED EFFORT PLAN TRUST

Occupant:



Richard Holm