

BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE  
OF THE STATE OF IDAHO

STATE OF IDAHO, Department of Finance, Securities Bureau,	)	
	)	
Complainant,	)	Docket No. 2010-7-22
	)	
vs.	)	SETTLEMENT
	)	AGREEMENT AND
	)	ORDER
Primary Enterprises, Inc. dba Low Book Auto Sales and Howard A. Crane.	)	
	)	
Respondents.	)	
	)	

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The Director of the Department of Finance has instituted an investigation into the business activities of Primary Enterprises, Inc. dba Low Book Auto Sales, Howard A. Crane, their agents and representatives. Pursuant to said investigation, it appears to the Director that violations of the Idaho Uniform Securities Act (Act), Idaho Code Sec. 30-14-101 et seq., have occurred relative to sales of securities, as defined in the Act, by Respondents. Respondents neither admit nor deny any violations related to this matter. Nevertheless, the Director and the Respondents have agreed to resolve this matter without a public hearing or other adjudication. Therefore, the Director deems it appropriate and in the public interest that this Agreement and Order be entered. Respondents consent to the entry of this Agreement and Order.

Complainant and Respondents hereby agree to the following remedies, and Respondents are ordered to comply with the following:

1. Respondents agree to not solicit any investments in or from Idaho unless and until the offerings and the sales agents are in compliance with the Idaho Uniform Securities Act.

2. Respondents agree to not claim the availability of, use, or offer or sell securities under any exemptions under the Idaho Uniform Securities Act without giving prior written notice to the Director. Said written notice shall be provided at least

ten (10) days in advance of the proposed activities in Idaho.

3. Respondents are ordered to pay a civil penalty in the amount of \$10,000.00 to the Idaho Department of Finance, which shall be paid in full on or before July 31, 2014. Time is of the essence of this agreement, and the parties agree that failure to make a payment on time is a material breach of this Agreement and Order.

4. If Mr. Crane fails to make the scheduled payment on time, the Department shall immediately provide him with notice of actionable breach via U.S. Mail, email or publication; whereupon Mr. Crane shall have ten (10) days from the date of the Department sending notice within which to affect a complete cure. Failure to correct such breach within the required time may result in civil or criminal action. The Department will not waive or extend the payment date for any reason, unless it chooses to do so in its sole discretion, in which case it will do so only in a writing signed by all parties.

5. Upon payment in full of the \$10,000.00, the Department will provide to Mr. Crane a letter of satisfaction of the amount payable under this Agreement and Order.

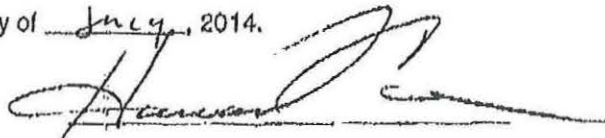
6. The Department agrees to forego any claim for costs, attorney fees, and reimbursement for investigative efforts in this action pursuant to Idaho Code Sec. 30-14-003(b)(2)(C).

7. Respondents agree to abide in all respects by the Idaho Uniform Securities Act in the future. In the event either Respondents in the future commit violations of the Idaho Uniform Securities Act or fail to adhere to the terms of this Order, Respondents acknowledge that Complainant may incorporate any of Complainant's allegations giving rise to this proceeding and Order in any future proceeding.

8. This Agreement and Order is in lieu of civil litigation or other proceedings between the parties hereto.

DATED this 29 day of July, 2014.

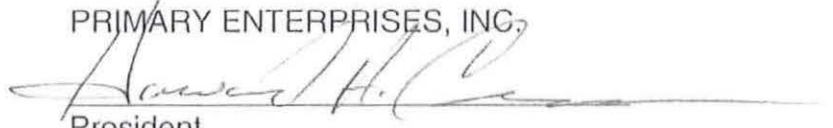
Approved:



Date: 8-6-14

Howard A. Crane

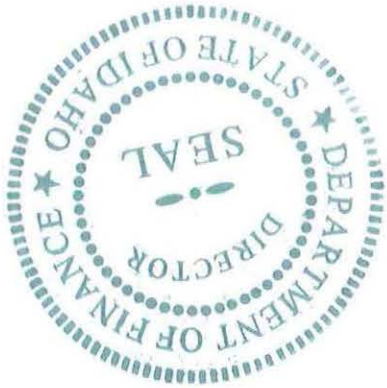
PRIMARY ENTERPRISES, INC.

  
\_\_\_\_\_  
President

LOW BOOK AUTO SALES  
By: PRIMARY ENTERPRISES, INC.

  
\_\_\_\_\_  
President

IT IS SO ORDERED this 29<sup>th</sup> day of July, 2014




  
\_\_\_\_\_  
GAVIN M. GEE  
Director, Idaho Department of Finance

TRANSFER OF PARTNERSHIP INTEREST

FOR VALUE RECEIVED, the undersigned, SCOTT COLLINS ("Collins" herein) hereby conveys and transfers to HOWARD CRANE all of Collins' partnership interest in and to ALLENSCOTT AUTO ENTERPRISES, LLP ("the Partnership" herein), and further, Collins hereby agrees to waive and release any interest he may have in the assets of the Partnership, it being the agreement between himself and Howard Crane that by this transfer Collins shall have no further right, title or interest whatsoever in the Partnership or its assets; and from this date forward, he shall have no liability for the debts of the Partnership.

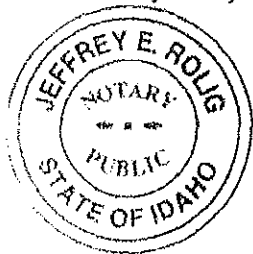
DATED this 29 day of July, 2014.

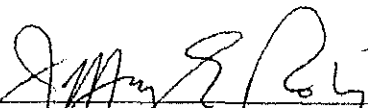
  
\_\_\_\_\_  
Scott Collins

STATE OF IDAHO            )  
  ) ss.  
County of TWIN FALLS    )

On this 29<sup>th</sup> day of July, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Collins, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
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NOTARY PUBLIC FOR IDAHO  
Residing at: Twin Falls, Idaho  
Commission Expires: 2.6.18