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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF
Keith Richard Anderson

Respondent.

ANSWER

Docket no. ~~50~~-08-0020

Comes now Respondent by and through his attorney Jerome H. Mooney of Weston,
Garrou, Walters & Mooney and Answers the Divisions Order to Show Cause as follows:

FIRST DEFENES

ADMITIONS AND DENIALS BY PARAGRAPH

1. Admits that the Division has jurisdiction over violations of U.C.A. §61-1-1, but denies that there has been any violation of said section by Respondent.
2. Admits the allegations in paragraph 2.
3. Admits that Respondent met with HR and DR in May of 2000 and that they were interested in certain companies in which Respondent was involved. Denies the balance of paragraph 3.

4. Admits that in the year 2000 HR and DR were interested in investing in AirSwitch Corporation. Denies the balance of paragraph 4.
5. Denies the allegations in paragraph 5.
6. Admits that on or about May 10, 2000, DR and HR gave Respondent a check for \$126,000. Denies the balance of paragraph 6.
7. Admits that DR and HR executed an agreement in May of 2000. Respondent alleges the agreement speaks for itself and denies the balance of paragraph 7.
8. Admits that AirSwitch never paid DR and/or HR. Denies the balance of paragraph 8.
9. Admits that in February of 2003 Respondent executed promissory notes in favor of DR and HR. Denies the balance of paragraph 9.
10. Admits that a promissory note executed by Respondent calls for a lump sum payment of \$260,000 on a date certain. Denies the balance of paragraph 10.
11. Admits that Respondent issued the promissory note referred to above. Denies the balance of paragraph 11.
12. Admits that Respondent has not paid the note.
13. Admits that in January of 2003 WildRail Motor Sports LLC was in need of funding to meet orders. Denies the balance of paragraph 13.
14. Admits that Respondent asked for and received a personal loan from DR and HR. Denies the balance of paragraph 14.
15. Admits that HR and DR loaned \$100,000 to Respondent. Denies the balance of paragraph 15.
16. Admits that the promissory note calls for payment of \$200,000 on a date certain.

17. Admit that in February of 2003 DR and HR loaned \$20,000 to Respondent. Denies the balance of paragraph 17.
18. Admits that a promissory note was executed by Respondent with respect to the loan in paragraph 17 above. Denies the balance of paragraph 18.
19. Admits that Respondent has not made payment on the note.
20. Admit that the principle value of the combined notes is \$246,000. Denies the balance of paragraph 20.
21. Incorporates paragraphs 1 through 20 above.
22. Denies the allegation in paragraph 22.
23. Denies the allegation in paragraph 23.
24. Denies the allegations in paragraph 24.
25. Denies the allegations in paragraph 25.
26. Incorporates paragraphs 1 through 25 above.
27. Denies the allegations in paragraph 27.
28. Denies the allegation in paragraph 28.
29. Denies the allegations in paragraph 29.
30. Denies the allegations in paragraph 30.
31. Denies each and every allegation not specifically admitted above.

SECOND DEFENSE

The claims and causes of actions alleged and or each of them are barred by the Statute of Limitations.

THIRD DEFENSE

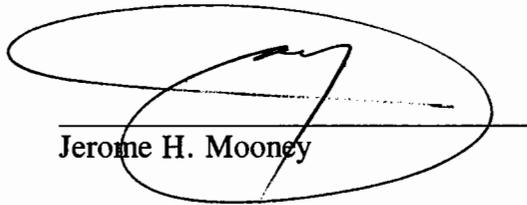
The transactions between Respondent and DR and HR, and each of them did not involve a security and are therefore beyond the jurisdiction of the Division.

FOURTH DEFENSE

The claims and each of them are barred by the doctrines of laches, estoppel and waiver.

Dated this 31st day of March, 2008

WESTON, GARROU, WALTERS & MOONEY



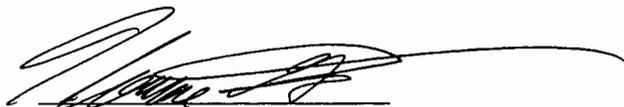
Jerome H. Mooney

CERTIFICATE OF SERVICE

I hereby certify that on the 31 day of March, 2008, a copy of the foregoing was sent via facsimile and U.S. Mail attorneys for plaintiff as follows:

Jeffrey Buckner
160 East 300 South, Fifth Floor
P.O. Box 140872
Salt Lake City, Utah 84114-0872

Fax - 801-366-0315

A handwritten signature in black ink, appearing to be "Jeffrey Buckner", written over a horizontal line.