

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the matter of:

JAY KVAM,

Appellant,

vs.

BRIAN MINEAU; and LEGION
INVESTMENTS, LLC,

Respondents.

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Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 81422

District Court Case No. CV1800764

JOINT APPENDIX

VOLUME 7

**APPEAL FROM AN ORDER GRANTING PARTIAL SUMMARY
JUDGMENT, INCLUDING SUMMARY JUDGMENT ON APPELLANT'S
SEVENTH CAUSE OF ACTION FOR INJUNCTIVE RELIEF
IN THE SECOND JUDICIAL DISTRICT COURT, WASHOE COUNTY,
THE HONORABLE LYNNE K. SIMONS, DISTRICT JUDGE**

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JAY KVAM

**APPELLANT'S APPENDIX
ALPHABETICAL INDEX**

	DOCUMENT	DATE	VOL.	PAGE
1.	Affidavit of Jay Kvam in Support of Reply to Opposition to Motion for Dissolution	08/01/18	1	94-99
2.	Affidavit of Jay Kvam in Support of Reply to Opposition to Motion to Dismiss and for Summary Judgment	11/19/18	2	205-213
3.	Amended Pretrial Disclosures Pursuant to NRCP 16.1(a)(3) (Plaintiff)	02/03/20	12	1584-1590
4.	Answer and Counterclaim	06/05/18	1	10-23
5.	Answer to First Amended Verified Complaint	02/19/19	3	390-394
6.	Answer to Plaintiff's Motion to Disqualify Judge	04/14/20	13	1912-1919
7.	Answer to Second Amended Verified Complaint	09/25/19	5	769-773
8.	Complaint (Verified)	04/11/18	1	1-9
9.	Declaration of Michael L. Matuska In Support of Plaintiff's First Motion to Compel	03/15/19	3	470-472
10.	Declaration of Michael L. Matuska in Support of Plaintiff's First Motion to Compel	03/27/19	4	522-527
11.	Declaration of Michael L. Matuska In Support of Plaintiff's Second Motion to Compel	11/26/19	6	974-977
12.	First Amended Counterclaim (Mineau & Legion Investments, LLC)	10/05/18	2	114-127
13.	First Amended Verified Complaint	01/31/19	3	379-389
14.	First Motion in Limine (Plaintiff)	02/14/20	12	1609-1642
15.	First Motion to Compel (Plaintiff)	03/15/19	3	395-469
16.	Legion and Mineau's NRCP 16.1 Pretrial Disclosures	01/31/20	12	1570-1577
17.	Minutes – Settlement Conference	02/24/20	12	1678
18.	Motion for Dissolution	07/11/18	1	44-51
19.	Motion for Leave to Exceed Page Limit	01/16/20	9	1248-1250

20.	Motion for Leave to File Amended Complaint	12/24/18	3	273-298
21.	Motion for Leave to File Second Amended Complaint	06/19/19	4	620-656
22.	Motion for Reconsideration of Order Affirming Discovery Commissioner's Recommendation, Entered May 16, 2019; For Discovery Sanctions; and For Other Relief (Plaintiff)	01/24/20	12	1518-1564
23.	<p>Motion for Summary Judgment</p> <p>Exhibit 1 – Declaration of Brian Mineau</p> <p>Exhibit 2 – Terms of Agreement between Legion Investments LLC (its Members) and Jay Kvam (Initial Funding Member of Same) RE: 7747 S. May Street, Chicago Illinois</p> <p>Exhibit 3 – February 13, 2017 Wire Transfer Confirmation in the amount of \$44,000.00</p> <p>Exhibit 4 – February 13, 2017 Wire Transfer Confirmation in the amount of \$784.31</p> <p>Exhibit 5 – March 6, 2017 Colleen Burke text message</p> <p>Exhibit 6 – March 19, 2017 email from Colleen Burke to Brian Mineau</p> <p>Exhibit 7 – Contractor Agreement with TNT dated March 23, 2017</p> <p>Exhibit 8 – March 23, 2017 Wire Transfer Confirmation in the amount of \$20,020.00</p> <p>Exhibit 9 – Floor Plans</p> <p>Exhibit 10 – Email chain transmitting floor plans dated April 9, 2017</p> <p>Exhibit 11 – Email chain dated April 14, 2017</p> <p>Exhibit 12 – General Wire Transfer Request</p> <p>Exhibit 13 – Minutes Special Meeting Atlas Investors Southside, LLC, Friday, May 5, 2017</p> <p>Exhibit 14 – Text chain between Brian Mineau, Jay Kvam and Michael Spinola with pictures of the property</p> <p>Exhibit 15 – Text chain dated May 15, 2017 with photos</p> <p>Exhibit 16 – “Slack” thread dated May 17, 2017</p>	01/06/20	7	1003-1136

23.	<p>Motion for Summary Judgment – continued</p> <p>Exhibit 17 – Wire Transfer Receipt dated May 18, 2017 in the amount of \$9,000.00</p> <p>Exhibit 18 – “Slack” thread dated May 21, 2017</p> <p>Exhibit 19 – Outgoing Domestic Wire Transfer Request dated May 26, 2017</p> <p>Exhibit 20 – Text message dated May 27, 2017 to May 31, 2017</p> <p>Exhibit 21 – Text messages dated May 31, 2017</p> <p>Exhibit 22 – Text messages dated June 1, 2017 to June 20, 2017</p> <p>Exhibit 23 – City of Chicago Department of Buildings records</p> <p>Exhibit 24 – Email chain between Jay Kvam and Brian Mineau</p> <p>Exhibit 25 – Jay Kvam letter to Brian Mineau dated December 31, 2017</p> <p>Exhibit 26 – Michael Matuska letter to Brian Mineau dated February 16, 2018</p> <p>Exhibit 27 – Michael Matuska letter to Austin Sweet dated September 19, 2018</p> <p>Exhibit 28 – Exclusive Right to Sell Listing Agreement</p> <p>Exhibit 29 – Residential Real Estate Purchase and Sale Contract</p> <p>Exhibit 30 – Citywide Title Corporation ALTA Settlement Statement – Cash</p> <p>Exhibit 31 – Summary of the Annual Cash Flows relating to the Property for 2017</p> <p>Exhibit 32 – Summary of the Annual Cash Flows relating to the Property for 2018</p>	01/06/20	8	1137-1225
24.	Motion for Temporary Restraining Order and Preliminary Injunction	11/30/18	2	214-250
25.	Motion to Dismiss Counterclaim, and for Summary Judgment	10/25/18	2	128-167
26.	Motion to Dismiss Counterclaim, or Alternatively, for a More Definite Statement	06/25/18	1	24-43
27.	Motion to Disqualify Judge	04/07/20	13	1726-1911

28.	Notice of Deposit of Property Proceeds by Brian Mineau and Legion Investments, LLC	12/13/18	3	267-272
29.	Notice of Entry of Order – (Motion to Dismiss Counterclaim, and for Summary Judgment)	01/10/19	3	313-330
30.	Notice of Entry of Order – (Motion for TRO)	12/12/18	3	259-266
31.	Notice of Entry of Order (Motion to Dismiss Counterclaim)	09/06/18	1	103-113
32.	Notice of Entry of Order (Order Denying Motion to Disqualify the Presiding Judge)	04/27/20	13	1936-1947
33.	Notice of Entry of Order (Order Granting Motion for Leave)	09/11/19	5	746-755
34.	Notice of Entry of Order (Order Granting, in Part, and Denying, in Part Defendant’s Motion for Summary Judgment; Order Granting Summary Judgment in Claim Pursuant to Court’s NRCP 56 Notice)	06/05/20	14	1993-2042
35.	Notice of Entry of Order (Order Modifying Scheduling Order)	08/05/19	5	740-745
36.	Notice of Trial and Pretrial Conference	06/12/19	4	605-608
37.	Objection to Plaintiff’s Amended Pretrial Disclosures Pursuant to NRCP 16.1 (Defendants)	02/17/20	12	1648-1659
38.	Objection to Recommendation for Order (Defendants)	01/13/20	9	1238-1242
39.	Objections to “Legion and Mineau’s” 16.1 Pretrial Disclosures (Plaintiff)	02/14/20	12	1643-1647
40.	Objections to Report of Commissioner (Plaintiff)	04/16/19	4	552-574
41.	Opposition to Defendant’s Motion For Summary Judgment; and Cross Motion for Partial Summary Judgment Exhibit 1 – Declaration of Jay Kvam Exhibit 2 – Text dated December 29, 2016 Exhibit 3 – Project costs breakdown Exhibit 4 – Text dated March 20, 2017 Exhibit 5 – January 2, 2017 email and Unsigned Triple “R” Construction Contract Exhibit 6 – Purchase Agreement dated January 3, 2017	01/16/20	10	1251-1370

	<p>Exhibit 7 – \$44,000 Wire dated February 13, 2017</p> <p>Exhibit 8 – \$784.31 Wire dated February 13, 2017</p> <p>Exhibit 9 – Settlement Statement dated February 13, 2017</p> <p>Exhibit 10 – Warranty Deed dated January 30 2017</p> <p>Exhibit 11 – Terms of Agreement dated February 14, 2017</p> <p>Exhibit 12 – Text dated February 17, 2017</p> <p>Exhibit 13 – Text dated March 16, 2017</p> <p>Exhibit 14 – Email dated March 20, 2017</p> <p>Exhibit 15 – DocuSign Certificate March 20, 2017</p> <p>Exhibit 16 – Text dated March 23, 2017</p> <p>Exhibit 17 – Email dated March 23, 2017</p> <p>Exhibit 18 – \$20,000 Wire dated March 23, 2017</p> <p>Exhibit 19 – Text dated April 13, 2017</p> <p>Exhibit 20 – \$20,000 Wire dated April 14, 2017</p> <p>Exhibit 21 – \$9,000 Wire dated May 18, 2017</p> <p>Exhibit 22 – Email dated May 21, 2017</p> <p>Exhibit 23 – Email dated June 5, 2017</p> <p>Exhibit 24 – Email dated July 14, 2017</p> <p>Exhibit 25 – Email dated June 26, 2017</p> <p>Exhibit 26 - Email dated August 12, 2017</p> <p>Exhibit 27 – Email dated August 16, 2017</p>			
41.	<p>Opposition to Defendant's Motion for Summary Judgment and Cross Motion for Partial Summary Judgment - continued</p> <p>Exhibit 28 – Email dated September 25, 2017</p> <p>Exhibit 29 – Email dated October 12, 2017</p> <p>Exhibit 30 – Email dated November 5, 2017</p> <p>Exhibit 31 – Email chain November 19, 2017 – January 23, 2018</p> <p>Exhibit 32 – Inspection #12270203 report of August 7, 2019</p> <p>Exhibit 33 – Inspection #12274840 report of August 7, 2019</p> <p>Exhibit 34 – Inspection #12288430 report of August 7, 2019</p> <p>Exhibit 35 – Settlement Statement dated November 16, 2018</p>	01/16/20	11	1371-1495

	<p>Exhibit 36 – Warranty Deed dated November 5, 2018</p> <p>Exhibit 37 – Deposition of Michelle Salazar, Excerpt</p> <p>Exhibit 38 – Deposition of Colleen Burke, Excerpt</p> <p>Exhibit 39 – Declaration of Michael L. Matuska</p> <p>Exhibit 40 – Declaration of Benjamin Steele</p> <p>Exhibit 41 – Plaintiff’s Expert Witness Disclosure (report of Benjamin Steele dated September 24, 2019) w/o exhibits</p> <p>Exhibits 42 – Amended Report of Expert Witness Benjamin Steele dated January 15, 2020</p> <p>Exhibit 43 – Brian Mineau and Legion Investments’ Responses to Plaintiff Jay Kvam’s First Set of Interrogatories</p> <p>Exhibit 44 – Michael L. Matuska’s letter to Austin Sweet dated September 19, 2018</p> <p>Exhibit 45 – Austin Sweet letter to Michael Matuska dated March 26, 2018</p> <p>Exhibit 46 – Real Estate Contract – Scotch and Soda Goldmine Company, Inc. acceptance date of May 22, 2018</p> <p>Exhibit 47 – Real Estate Contract – Mutual Happiness LLC dated July 3, 2018</p> <p>Exhibit 48 – Appendix A: Legal Authority: Restatement of the Law, Second – Contracts 2d Excerpts from Volumes 1 and 2</p>			
42.	Opposition to Motion for Dissolution	07/26/18	1	73-87
43.	Opposition to Motion for Leave to File Amended Complaint	01/14/19	3	331-339
44.	Opposition to Motion for Leave to File Second Amended Complaint	07/01/19	4	657-665
45.	Opposition to Motion for Reconsideration of Order Affirming Discovery Commissioner’s Recommendation, Entered May 16, 2019; For Discovery Sanctions; and For Other Relief	02/07/20	12	1591-1600
46.	Opposition to Motion to Dismiss Counterclaim, and for Summary Judgment	11/13/18	2	168-190
47.	Opposition to Motion to Dismiss Counterclaim, or Alternatively, For A More Definite Statement	07/12/18	1	52-62

48.	Opposition to Plaintiff's First Motion in Limine	02/28/20	13	1712-1715
49.	Opposition to Plaintiff's First Motion to Compel	03/25/19	4	473-512
50.	Opposition to Plaintiff's Second Motion to Compel	12/06/19	6	978-987
51.	Order (Motion for Dissolution)	09/04/18	1	100-102
52.	Order (Motion For Leave to File Amended Complaint)	01/29/19	3	376-378
53.	Order (Motion to Dismiss Counterclaim, and for Summary Judgment)	01/09/19	3	299-312
54.	Order Accepting Case Reassignment	06/06/19	4	602-604
55.	Order Affirming Master's Recommendation	05/16/19	4	593-601
56.	Order After Pretrial Conference	01/15/20	9	1245-1247
57.	Order Denying Motion to Disqualify the Presiding Judge	04/23/20	13	1929-1935
58.	Order Granting Temporary Restraining Order	12/03/18	3	251-255
59.	Order Granting, in Part, and Denying, in Part Defendants' Motion for Summary Judgment; Order Granting Summary Judgment on Claim Pursuant to Court's NRCP 56 Notice	06/05/20	14	1948-1992
60.	Order Modifying Scheduling Order	08/05/19	5	738-739
61.	Order Referring Discovery Motion to Commissioner for Recommendation [Defendants' Second Motion to Compel]	12/18/19	6	1000-1002
62.	Order Scheduling Settlement Conference	01/30/20	10	1565-1569
63.	Pre-Trial Conference Minutes	01/14/20	9	1243-1244
64.	Pretrial Disclosures Pursuant to NRCP 16.1(a)(3) (Plaintiff)	01/31/20	12	1578-1583
65.	Recommendation for Order	04/09/19	4	528-551
66.	Recommendation for Order	01/10/20	9	1226-1237

67.	Reply in Support of Motion for Reconsideration of Order Affirming Discovery Commissioner's Recommendation, entered May 16, 2019; For Discovery Sanctions and For Other Relief (Plaintiff)	02/09/20	12	1601-1608
68.	Reply In Support of Motion for Summary Judgment	01/23/20	12	1501-1517
69.	Reply to Answer to Motion to Disqualify Judge	04/22/20	13	1920-1928
70.	Reply to Defendants' Response to Objection to Report of Commissioner (Plaintiff)	04/30/19	4	588-592
71.	Reply to Opposition to First Motion in Limine (Plaintiff)	03/04/20	13	1716-1725
72.	Reply to Opposition to First Motion to Compel (Plaintiff)	03/27/19	4	513-521
73.	Reply to Opposition to Motion for Dissolution	08/01/18	1	88-93
74.	Reply to Opposition to Motion for Leave to File Amended Complaint	01/21/19	3	340-357
75.	Reply to Opposition to Motion for Leave to File Amended Complaint	01/22/19	3	358-375
76.	Reply to Opposition to Motion for Leave to File Second Amended Complaint	07/08/19	5	666-730
77.	Reply to Opposition to Motion to Dismiss Counterclaim, and for Summary Judgment	11/19/18	2	191-204
78.	Reply to Opposition to Motion to Dismiss Counterclaim, or Alternatively, for a More Definite Statement	07/17/18	1	63-72
79.	Reply to Opposition to Plaintiff's Second Motion to Compel (Plaintiff)	12/11/19	6	988-999
80.	Request for Submission – Order Granting Motion for Leave to File Second Amended Complaint	07/08/19	5	731-734
81.	Response to Objection to Recommendation for Order	01/21/20	12	1496-1500
82.	Response to Plaintiff's Objection to Report of Commissioner	04/25/19	4	575-587
83.	Second Amended Verified Complaint	09/11/19	5	756-768
84.	Second Motion to Compel (Plaintiff)	11/26/19	6	774-973
85.	Stipulation to Deposit Funds; Order	12/12/18	3	256-258

86.	Stipulation to Modify Scheduling Order	08/01/19	5	735-737
87.	Stipulation to Vacate Trial	02/27/20	11	1705-1707
88.	Supplement to Plaintiff's Motion for Reconsideration of Order Affirming Discovery Commissioner's Recommendation, Entered May 16, 2019; for Discovery Sanctions; and for Other Relief	02/27/20	13	1708-1711
89.	Supplemental Uniform Pretrial Order	06/12/19	4	609-619
90.	Transcript – Hearing December 17, 2018	12/17/18	15	2043-2100
91.	Transcript – Oral Arguments (Motion for Summary Judgment) February 11, 2020	02/11/20	15	2145-2195
92.	Transcript - Pretrial Conference & Pretrial Motions February 27, 2020	02/27/20	15	2196-2240
93.	Transcript - Pretrial Conference January 14, 2020 (w/correction page) [Note: page 6 line 21 was corrected to reflect that the speaker was Mr. Matuska]	01/14/20	15	2101-2144
94.	Trial Statement (Defendants)	02/24/20	10	1660-1677
95.	Trial Statement (Plaintiff)	02/26/20	10	1679-1704

1 **CODE S2200**

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7
8 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE COUNTY OF WASHOE**

10 JAY KVAM,

Case No. CV18-00764

11 Plaintiff / Counterdefendant,

Dept. No. 6

12 vs.

13 BRIAN MINEAU; LEGION INVESTMENTS,

14 LLC; 7747 S. May Street, an Unincorporated

Joint Venture; and DOES I-X, inclusive,

15 Defendants / Counterclaimants.

16 _____ /
17 **MOTION FOR SUMMARY JUDGMENT**

18 Defendants / Counterclaimants BRIAN MINEAU ("Mineau") and LEGION
19 INVESTMENTS, LLC ("Legion"), by and through their counsel of record, Austin K. Sweet, Esq.,
20 and Mark H. Gunderson, Esq., file this *Motion for Summary Judgment* ("Motion") as to all causes of
21 action filed by Plaintiff / Counterdefendant JAY KVAM ("Kvam"). This Motion is made and based
22 upon NRCP 56, the attached exhibits, the following memorandum of points and authorities, the
23 pleadings on file in this case, and any oral argument this court wishes to entertain.

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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 This dispute concerns the parties' joint efforts to acquire the property located at 7747 S. May
4 Street, Chicago, Illinois ("Property"), renovate it, and sell it for a profit. The Property was a
5 dilapidated home in Chicago's crime-ridden "South Side" and was therefore inexpensive to acquire
6 and renovate, providing for a potentially profitable return on investment in a relatively short period.
7 Pursuant to their agreement, the parties purchased the Property for approximately \$45,000 and hired
8 a contractor to perform the renovation. The contractor agreed to complete the renovation within
9 approximately ten (10) weeks for a flat fee of \$80,000.

10 Unfortunately, the contractor breached his contract and failed to complete the renovation.
11 After months of excuses and broken promises from the contractor, Kvam declared "the project a
12 failure" and demanded that Mineau "refund" Kvam's investment in the Property, plus interest. When
13 efforts to resolve Kvam's concerns were unsuccessful, he initiated this action against Legion and
14 Mineau, blaming them for the project's failure.

15 Kvam's claims for relief in this dispute have been confounding from the outset. The plain
16 language of the parties' agreement provides that, if the project failed, all interest in the partnership
17 and any remedies due to the partnership would be assigned to Kvam. However, Kvam refused Legion
18 and Mineau's offers to make such an assignment and instead claims that Legion and Mineau were
19 somehow obligated to personally guaranty Kvam's investment and seeks to hold Mineau personally
20 liable for the losses Kvam suffered in the investment. Neither the facts nor the law supports these
21 claims.

22 Worse, the primary thrust of Kvam's claims arise out of the allegation that Legion and Mineau
23 committed various forms of fraud, conversion, embezzlement, and racketeering by misappropriating
24 and/or mishandling Kvam's money. However, there is simply no evidence whatsoever to support
25 Kvam's claims.

26 ///

27 ///

28 ///

1 The simple fact is that the project failed because the contractor breached its contract. There
2 is no genuine dispute of material fact in this regard and discovery is closed. Pursuant to the parties'
3 agreement, Kvam's remedy is to receive the proceeds from the sale (subject to any offset awarded by
4 this Court) and receive an assignment of any available remedies against the contractor.

5 Legion and Mineau are entitled to judgment as a matter of law. The *Motion* should be granted,
6 and judgment entered as follows:

- 7
- 8 • Pursuant to Kvam's First Cause of Action, declaring that:
 - 9 ○ The parties formed a partnership pursuant to NRS 87.4322;
 - 10 ○ Legion/Mineau and Kvam are the partners to the partnership;
 - 11 ○ Legion/Mineau holds a 33.33% interest in the partnership;
 - 12 ○ Kvam holds a 66.67% interest in the partnership;
 - 13 ○ The project has failed, so all interest in the partnership and any remedies due
14 to the partnership are assigned to Kvam; and
 - 15 ○ All other aspects of the partnership are governed by NRS Chapter 87.
 - 16 • Pursuant to Kvam's Fifth Cause of Action, that Kvam is entitled to the proceeds from
17 the sale of the Property in the amount of \$26,337.91 (subject to any offset this Court
18 may order for attorneys' fees and costs);
 - 19 • Pursuant to Kvam's Sixth Cause of Action, that the partnership between
20 Legion/Mineau and Kvam is dissolved, all claims against TNT Complete Facility Care
21 Inc. are assigned to Kvam, and the proceeds of the sale of the Property in the amount
22 of \$26,337.91 should be distributed to Kvam (subject to any offset this Court may
23 order for attorneys' fees and costs), as described in the above accounting;
 - 24 • Dismissing Kvam's Seventh Cause of Action with prejudice as moot; and
 - 25 • Against Kvam and in favor of Legion and Mineau on Kvam's Second, Third, Fourth,
26 Eighth, Ninth, Tenth, and Eleventh Causes of Action.

27 Upon entering judgment as described above, this Court should afford the parties ten (10) days
28 to file any claims for attorneys' fees and/or costs before the funds deposited with the Clerk of Court
are released.

1 **II. STATEMENT OF UNDISPUTED MATERIAL FACTS**

2 In late 2016 / early 2017, Mineau, Kvam, and Michael J. Spinola ("Spinola") began
3 formulating a plan to purchase the Property, renovate it, and sell it for a profit. See Declaration of
4 Brian Mineau, attached as **Exhibit "1"** ("Mineau Dec.") at ¶ 5.

5 On January 3, 2017, Legion entered into a *Residential Real Estate Purchase and Sale Contract*
6 to purchase the Property for \$44,000.00. Ex. 1 ¶ 6.

7 On February 13, 2017, the parties entered into a document entitled *Terms of Agreement*
8 *between Legion Investments LLC (its Members) And Jay Kvam (Initial Funding Member of Same)*
9 *RE: 7747 S. May Street, Chicago Illinois* ("Terms of Agreement"). See Terms of Agreement,
10 attached as **Exhibit "2."** The Terms of Agreement reads, in its entirety, as follows:

11
12 With Regards to acquisition of the aforementioned property, it is understood that the
13 membership of Legion Investments LLC for this acquisition is Brian Mineau, Jay
14 Kvam, and Michael J. Spinola. All parties are entitled to 33.33% of net profit, after all
15 expenses are accounted for, to include interest due on funds dispersed. Initial purchase
16 is being funded by Jay Kvam, who is there by assigned any remedies due should the
17 transaction fail in anyway. Initial funder will be due a 7% annual return on any funds
provided due from date of disbursement. There is expected to be 3 renovation draws
necessary on this project. First draw to be funded by Mr. Kvam, Due to present and
ongoing business dealings between Jay and Michael, Michael has agreed to allot %50
of his 1/3 profit to Mr. Kvam for both initial funding's.

18 Id (all typographical errors in original). The Terms of Agreement was signed by Kvam, Mineau, and
19 Spinola. Id. According to Kvam, he has acceded to Spinola's interest and Spinola is no longer part
20 of this joint venture. See Second Amended Verified Complaint ("SAC") ¶ 11.¹

21 Also, on February 13, 2017, Kvam wired \$44,000 to Citywide Title Corp, Escrow No.
22 719630, for the purchase of the Property. See Wire Transfer Confirmation, attached as **Exhibit "3."**
23 Kvam subsequently wired an additional \$784.31 to the title company to cover the buyer's portions of
24 the closing costs. See Wire Transfer Confirmation, attached as **Exhibit "4."** Pursuant to the Terms
25 of Agreement, Legion took title to the Property that same day. Ex. 1 ¶ 10. Legion promptly undertook
26 efforts to identify a contractor and obtain bids to renovate the Property. Id.

27
28 ¹ Legion and Mineau do not concede that this allegation is true. However, this allegation is not
material to the issues addressed in this Motion so, for the purposes of this Motion, Legion and
Mineau will assume *arguendo* that Kvam's allegation is true.

1 On March 16, 2017, Legion's property manager in Chicago, Colleen Burke, texted to Mineau,
2 "I have the other contractor I told you about going to May Street. I'm really liking this guy. He
3 seems very fair and hard worker. I would like to set up a conference call with him this weekend."
4 See March 16, 2017 text message, attached as **Exhibit "5."** That contractor turned out to be TNT
5 Complete Facility Care Inc. ("TNT"). Ex. 1 ¶ 11. On March 19, 2017, Ms. Burke emailed Mineau
6 the contact information for TNT's principals, Derek Cole and Todd Hartwell, along with TNT's
7 references and Certificate of Insurance. See March 19, 2017 email, attached as **Exhibit "6."**

8 On March 23, 2017, Legion entered into a *Contractor Agreement* with TNT ("Contractor
9 Agreement"). See Contractor Agreement, attached as **Exhibit "7."** The Contractor Agreement
10 identified Todd Hartwell as TNT's CEO and Derek Cole as TNT's Field Operations VP. Id. at
11 LEG0012. Pursuant to the Contractor Agreement, TNT agreed to fully renovate the Property for a
12 flat fee of \$80,000.00. Id. at Addendum "A," LEG0013. Progress payments were to be made
13 pursuant to a defined schedule. Id. TNT agreed to complete the project by June 1, 2017. Id.

14 On March 23, 2017, pursuant to the Terms of Agreement and the Contractor Agreement,
15 Kvam wired \$20,000 directly to TNT with the reference "7747 South May Street – Legion
16 Investments – Jay Kvam." See Wire Transfer Confirmation, attached as **Exhibit "8."** This
17 represented the required down payment "to secure permits, architect, demo." Ex. 7 at LEG0113.

18 On April 9, 2017, TNT emailed proposed floor plans to Mineau, who forwarded them to Kvam
19 and Spinola for review and input. See Floor plans, attached as **Exhibit "9;"** see also April 10, 2017
20 Email chain, attached as **Exhibit "10."**

21 On April 14, 2017, Kvam emailed Todd Hartwell (TNT's CEO) to inquire as to whether
22 Legion had an assigned account number with TNT and the preferred way for Kvam to send TNT the
23 next progress payment. See April 14, 2017 Email chain, attached as **Exhibit "11"** at KVAM0194.
24 Kvam then wrote Todd Hartwell again, indicating that he had just spoken with Mr. Hartwell and that
25 he was "heading to the bank now to set up the wire." Id. Shortly thereafter, Kvam wired another
26 \$20,000 directly to TNT with the reference "Second Draw Legion Investments Jay Kvam." See
27 General Wire Transfer Request, attached as **Exhibit "12."**

28

1 On and around May 5, 2017, Derek Cole (TNT's Field Operations VP) came to Reno to visit
2 with Mineau, Kvam, and others. Ex. 1 ¶ 18. Kvam's notes indicate that they first met at Mineau and
3 Spinola's office, where they discussed Mr. Cole's thoughts on development in the Chicago area, his
4 construction experience and affiliations, his family and community background, his work ethic, and
5 general information about how they could best work together on current and future projects in the
6 Chicago area. See Minutes Special Meeting Atlas Investors Southside, LLC, Friday, May 5, 2017,
7 attached as **Exhibit "13"** at KVAM0411-0417; see also Ex. 1 ¶ 18. Kvam's notes indicate that the
8 group then went to Skipolini's Pizza for dinner and continued discussing business opportunities in
9 the Chicago area. Id. at KVAM0418-0419. Kvam's notes indicate that, after dinner, *just Kvam and*
10 *Mr. Cole* retired to Kvam's home and continued discussing business opportunities and general
11 operating practices in the Chicago area. Id. at KVAM0420-0423. Kvam and Mr. Cole also
12 specifically discussed the renovation of the Property, and Mr. Cole represented to Kvam that the
13 project would be "done in early June." Id. at KVAM0423. Mr. Cole spent the night at Kvam's home
14 (which Kvam offered as a vacation rental) and Kvam took Mr. Cole to the airport the next morning.
15 Id.

16 On May 9, 2017, Mineau texted Kvam and Spinola approximately nine (9) photographs of
17 the Property which he had received from Mr. Cole. See Text chain dated May 9, 2017, attached as
18 **Exhibit "14"**; Ex. 1 ¶ 20. Mineau also informed Kvam and Spinola that he "just got this from Derek
19 [Cole] roof is all done at May street." Id.

20 On May 15, 2017, Kvam texted Derek Cole to check on him after an apparent car accident
21 and to give Kvam's mobile telephone number to Mr. Cole. See Text chain dated May 15, 2017,
22 attached as **Exhibit "15."** Mr. Cole responded by sending Kvam forty-six (46) photographs of the
23 interior and exterior of the Property, purportedly showing the work TNT had completed to date and
24 the current status of the project. Id. These pictures included the nine (9) pictures of the roof which
25 Mineau had forwarded to Kvam on May 9, 2017. Compare Ex. 14 with Ex. 15 at KVAM0070-0073.

26 On May 17, 2017, Kvam sent Mr. Cole a message on Slack indicating, "first half of the third
27 draw on May to go out tomorrow." See Highlight of Slack Thread dated May 17, 2017, attached as
28 **Exhibit "16."**

1 On May 18, 2017, Kvam wired \$9,000 directly to TNT with the reference "Half of Third
2 Installment." See Wire Transfer Receipt, attached as **Exhibit "17."**

3 On May 21, 2017, Mr. Cole informed Mineau that TNT would be "installing floors this week
4 and should be finishing very soon." Ex. 1 ¶ 24. Mineau forwarded this information on to Kvam. See
5 Highlight of Slack Thread dated May 21, 2017, attached as **Exhibit "18."**

6 On or about May 26, 2017, Mr. Cole called Mineau and requested the next \$20,000.00
7 progress payment for the project. Ex. 1. ¶ 25. Mineau was travelling at the time and was unable to
8 promptly make direct payment; however, at Mineau's request, Spinola agreed to arrange to have the
9 funds wired to TNT on Mineau's behalf. Id. The deposit and wire were made through an account
10 controlled by Spinola which was owned by an entity called Criterion NV LLC. Id. Thus, on May
11 26, 2017, Criterion NV LLC, acting on Mineau's behalf, wired \$20,000 directly to TNT with the
12 reference "May Street." See Outgoing Domestic Wire Transfer Request, attached as **Exhibit "19."**

13 Over the course of the next week, Kvam and Mr. Cole texted regularly concerning the
14 Property. See Texts dated May 27, 2017 – May 31, 2017, attached as **Exhibit "20."**

15 On May 31, 2017, Kvam texted Mineau and said, "Just let me know if you ever feel that I'm
16 overly involved with anything; I don't want to step on your toes. ☺ I just figure that billings are
17 financial matters, so I can help shoulder some of that responsibility in my role for our properties. I
18 can receive, process, manage, account, and pay for them as a routine matter for our acquisitions."
19 See Text chain dated May 31, 2017, attached as **Exhibit "21."** Mineau responded and said, among
20 other things, "No problem at all I don't mind the help, just want to make sure we are all on the same
21 page with everything. Perhaps you and I can get together to figure out how we want to run these
22 projects going forward." Id. Kvam responded with, "Just wanted to apologize for inadvertently
23 putting you in an awkward position with Derek regarding the status of our single family house rehabs.
24 He asked me whether I needed more, and I told him that I was analyzing what we currently have this
25 week and next. I'll play it closed to the [vest] with Derek going forward. Again, really sorry." Id.

26 Over the course of next month, Kvam and Mr. Cole texted regularly concerning the Property.
27 See Texts dated June 1, 2017 – June 20, 2017, attached as **Exhibit "22."** Among other things, Mr.
28 Cole sent Kvam and Mineau dozens of pictures of the work being performed at the Property. Id. at

1 KVAM0106-KVAM0123. Mr. Cole also notified Kvam that "I got all the permits and paperwork
2 back from the city last week file from [sic] my inspections as soon as they come do those I'm two
3 weeks after that." Id. at KVAM0129. In response to Kvam's inquiry, Mr. Cole explained that the
4 inspections were "for the rough plumbing and electrical." Id.

5 Unfortunately, after June 20, 2017, TNT started becoming increasingly unresponsive. Ex. 1
6 ¶ 29. However, Kvam's records indicate that work continued to proceed at the Property. According
7 to the City of Chicago Department of Buildings records produced by Kvam, a "DOB PLUMBING
8 INSPECTION" occurred on July 11, 2017, and TNT received a "PARTIAL PASS." See City of
9 Chicago Department of Buildings Building Violations printout, attached as Exhibit "23," at
10 "INSPECTIONS" section on KVAM0390. These records also indicate that two "ELECTRICAL
11 PERMIT INSPECTIONS" occurred on July 17, 2017, and TNT received a "PARTIAL PASS" on
12 both. Id.

13 Despite these inspections, TNT failed to complete the project. Over the course of next several
14 months, Mineau constantly contacted Mr. Cole and Mr. Hartwell in an effort to compel TNT to finish
15 the project. Ex. 1 ¶ 29. TNT would drop in and out of communication, but would always respond
16 eventually by offering excuses for the delays and promises that the project would be completed within
17 a matter of days or weeks. Id. For example, in mid-July 2017, Mr. Cole apparently went missing
18 and neither Mr. Hartwell nor Mr. Cole's wife would tell Mineau where he was. Id. Mr. Hartwell
19 nonetheless confirmed that TNT was working to replace Mr. Cole and that TNT would finish the
20 project as soon as possible. Id. In late August 2017, TNT explained that the reason Mr. Cole had
21 suddenly gone absent was because he had suffered a heart attack, but that he had recovered and was
22 returning to work. Id. In late September 2017, Mr. Cole informed Mineau that the Property needed
23 a few more inspections but was nearly complete. Id. In mid-October 2017, Mr. Cole informed
24 Mineau that TNT was "doing the final touches" and would then be ready for occupancy inspections.
25 Id. In early November 2017, Mr. Cole represented that some of the plumbing work did not pass
26 inspection and would need more work. Id. In mid-November 2017, Mr. Cole represented to Mineau
27 that the project would be done in 14-17 days and would cost an additional \$2,000, but that TNT would
28 "eat that cost" due to the delay. Id.

1 By December 2017, Kvam had become frustrated with TNT's excuses and delays and
2 indicated his fear that TNT had defrauded them. See December 2017 email chain, attached as **Exhibit**
3 "24," at KHAM0218-219. Another party, Bradley Tammen, informed Mineau and Kvam that he had
4 a friend drive by the Property and described its condition as "kind of 'condemned looking.'" Id. at
5 KHAM0218. Mineau shared these concerns with Mr. Cole, who attempted to justify the street-
6 appearance of the Property as merely security measures during the construction. Id. at KHAM0217-
7 218. Nonetheless, Mineau notified Kvam that he had asked his attorney in Chicago to draft a demand
8 letter to TNT. Id. Alternatively, Mineau offered to "sign the property over" to Kvam and Mr.
9 Tammen, allowing them to complete the construction and keep the profit themselves. Id.

10 On December 31, 2017, Kvam delivered a letter to Mineau concerning the Property. See Ex.
11 24 at KHAM0214-215; see also December 31, 2017 letter from Kvam to Mineau, attached as **Exhibit**
12 "25." In his letter, Kvam requested that Mineau "refund [his] investment to-date plus accrued
13 interest..." Id. Kvam also expressly rejected Mineau's offer to transfer the Property to Kvam and
14 Tammen, stating that he did not want to assume the role of managing the project and expressing
15 concern that TNT had done little construction work for the money it had been paid. Id. Kvam further
16 stated, "I deem the project a failure...." Id.

17 On February 16, 2018, Kvam's attorney, Michael L. Matuska, delivered a letter to Mineau
18 requesting that Mineau "reimburse" Kvam for his investment in the project by no later than February
19 28, 2018. See Matuska's February 16, 2018 letter, attached as **Exhibit** "26." After lengthy settlement
20 discussions were unsuccessful, Kvam initiated this action on April 11, 2018. See *Verified Complaint*.

21 On September 18, 2018, while litigation was proceeding, Legion and Mineau delivered a
22 settlement offer to Kvam. Ex. 1 ¶ 34. Without revealing the full extent of the confidential offer, the
23 offer expressly included an offer to transfer the Property to Kvam and assign all rights, claims, and
24 causes of action against Derek Cole, Todd Hartwell, and TNT to Kvam. Id.

25 On September 19, 2018, Kvam responded by rejecting this offer and stating, in relevant part,
26 "Mr. Mineau is encouraged to sell the May Street property ... and any other property he needs to sell
27 in order to satisfy Mr. Kvam's claims." See Matuska's September 19, 2018 letter, attached as **Exhibit**
28 "27."

1 On September 24, 2018, in reliance upon Kvam's letter, Legion entered into an *Exclusive*
2 *Right to Sell Listing Agreement* with Miller Chicago LLC, a local brokerage firm in Chicago. See
3 *Exclusive Right to Sell Listing Agreement*, attached as **Exhibit "28."**

4 On October 24, 2018, Legion entered into a *Residential Real Estate Purchase and Sale*
5 *Contract* to sell the Property for \$41,000.00. See *Residential Real Estate Purchase and Sale*
6 *Contract*, attached as **Exhibit "29."**

7 On November 16, 2018, escrow closed on the Property. See Citywide Title Corporation
8 ALTA Settlement Statement – Cash, attached as **Exhibit "30."** Legion's share of prorated property
9 taxes, closing costs, and the commission owed to the real estate brokers equaled \$16,526.23. Id. The
10 net proceeds from the closing were therefore \$24,473.77. Id.

11 On December 12, 2018, the parties entered into a *Stipulation to Deposit Funds; Order* in this
12 action, pursuant to which Legion deposited the \$24,473.77 of net proceeds from the sale with the
13 Clerk of Court in this action.

14 On December 19, 2018, Legion's attorney in Chicago notified it that an additional \$1,864.14
15 had been received from the sale of the Property as a result of a refund on a tax bill and a water bill.
16 Ex. 1 ¶ 39. Kvam declined Legion's requested stipulation to add these funds to the proceeds deposited
17 with the Clerk of Court, so Legion continues to hold these funds pending a resolution of this dispute.
18 Id. With this refund, the total net proceeds from the sale of the Property are \$26,337.91. Id.

19 **III. STATEMENT OF LAW**

20 A party may move for summary judgment, identifying each claim or the party of each claim
21 on which summary judgment is sought. NRCP 56(a). The court shall grant summary judgment if the
22 movant shows that there is no genuine dispute as to any material fact and the movant is entitled to
23 judgment as a matter of law. Id.

24 A party seeking summary judgment bears the initial burden of informing the court of the basis
25 for its motion and identifying those portions of the pleadings and discovery responses which
26 demonstrate the absence of a genuine issue of material fact. Celotex Corp. v. Catrett, 477 U.S. 317,
27 323 (1986). Rule 56 "mandates the entry of summary judgment, after adequate time for discovery
28 and upon motion, against a party who fails to make a showing sufficient to establish the existence of

1 an element essential to that party's case, and on which that party will bear the burden of proof at
2 trial." Id. "In such a situation, there can be 'no genuine issue as to any material fact,' since a complete
3 failure of proof concerning an essential element of the nonmoving party's case necessarily renders
4 all other facts immaterial." Id.

5 If the nonmoving party will have the burden of proof at trial, the movant can prevail "by either
6 (1) submitting evidence that negates an essential element of the nonmoving party's claim, or (2) by
7 pointing out that there is an absence of evidence to support the nonmoving party's case." Cuzze v.
8 University and Community College System of Nevada, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007).
9 "In such instances, in order to defeat summary judgment, the nonmoving party must transcend the
10 pleadings and, by affidavit or other admissible evidence, introduce specific facts that show a genuine
11 issue of material fact." Id.

12 IV. ARGUMENT

13 Kvam's *Second Amended Verified Complaint* alleges eleven (11) causes of action against
14 Legion and Mineau. Legion and Mineau seek summary judgment on all of Kvam's eleven claims,
15 each of which will be addressed in turn below. For the purposes of this Motion, there is no genuine
16 dispute as to any material fact. The undisputed evidence shows that the project failed because TNT
17 breached the Contractor Agreement. No admissible evidence exists to support Kvam's claims that
18 Legion or Mineau are responsible for the project's failure or otherwise personally liable for Kvam's
19 losses.

20 A. *The Court Should Enter Declaratory Judgment On Kvam's First Cause Of Action* 21 *(Declaration of Joint Venture).*

22 In his First Cause of Action, Kvam seeks a declaration on the legal rights created by the Terms
23 of Agreement, the status of the unincorporated joint venture, the respective interests of the joint
24 venturers, a declaration on the amount of loans and contributions made by each of the joint venturers,
25 and a declaration that the parties were required to assign the entire interest in the joint venture to
26 Kvam in the event it failed in any way. SAC ¶¶ 22-24. There is no genuine dispute of material fact
27 in this regard and judgment may be entered as a matter of law.

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1 The undisputed facts establish that Legion/Mineau,² Spinola, and Kvam associated as co-
2 owners of a business to acquire and renovate the Property for profit pursuant to the Terms of
3 Agreement. See SAC ¶ 8; Ex. 2. As such, the parties formed a partnership pursuant to NRS 87.4322.
4 Kvam alleges that he has acceded to Spinola's interest in the partnership, so Spinola is no longer part
5 of the joint venture.³ See SAC ¶ 11.

6 The partners' respective rights and interests are set forth in the Terms of Agreement. See
7 SAC ¶ 9; Ex. 2. The parties agreed that, if the project succeeded, the profits of the project would first
8 be disbursed to pay all expenses, including interest due on each partners' contribution at 7% per year,
9 and then 66.67% of net profits paid to Kvam (representing Kvam's 33.33% interest and Spinola's
10 33.33% interest to which Kvam acceded) and 33.33% of the net profits paid to Legion/Mineau. The
11 parties also agreed that, if the project failed, all interest in the partnership and any remedies due would
12 be transferred and assigned to Kvam. SAC ¶ 8(e); Ex. 2.

13 The evidence establishes that Kvam contributed \$93,784.31 to the partnership, consisting of
14 \$44,784.31 wired to title to acquire the Property and \$49,000 wired to TNT pursuant to the Contractor
15 Agreement. See SAC ¶ 10; see also Exs. 3, 4, 8, 12, and 17. The evidence establishes that
16 Legion/Mineau contributed \$27,090.31 to the partnership, consisting of \$20,000 paid to TNT and
17 \$7,090.31 paid on behalf of the partnership for ongoing holding costs while Legion owned the
18 Property, such as utility bills and insurance premiums. See Ex. 1 ¶ 25; see also Ex. 19; 2017 Balance
19 Statement, attached as **Exhibit "31,"** and 2018 Balance Statement, attached as **Exhibit "32."**

20 No admissible evidence exists to establish that any party loaned any funds to the partnership.

21 The project has failed. See Ex. 1 ¶ 41; see also Ex. 25. Therefore, all interest in the partnership
22 and any remedies due to the partnership should be transferred and assigned to Kvam. SAC ¶ 8(e);
23 Ex. 2.

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26 _____
27 ² Legion and Mineau dispute that Mineau was a partner in his individual capacity. However, this
28 dispute is not material to the Motion, so Kvam's allegation that Mineau individually was a partner
will be accepted as true for the limited purposes of this Motion.

³ Again, Legion and Mineau do not concede this fact, but this dispute is not material to the Motion
so Kvam's allegation will be accepted as true for the limited purposes of this Motion.

1 For these reasons, and based upon the undisputed material facts, this Court should enter a
2 judicial declaration that the parties' respective rights and interests in the partnership are as follows:

- 3 • The parties formed a partnership pursuant to NRS 87.4322;
- 4 • Legion/Mineau and Kvam are the partners to the partnership;
- 5 • Kvam holds a 66.67% interest in the partnership;
- 6 • Legion/Mineau holds a 33.33% interest in the partnership;
- 7 • No party made any loans to the partnership;
- 8 • The project has failed, so all interest in the partnership and any remedies due to the
9 partnership are assigned to Kvam; and
- 10 • All other aspects of the partnership are governed by NRS Chapter 87.

11 The Motion should be granted with respect to Kvam's First Cause of Action.

12 *B. Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
13 *Second Cause Of Action (Rescission or Reformation of Agreement).*

14 In his Second Cause of Action, Kvam seeks to rescind the Terms of Agreement due to mutual
15 mistake or, alternatively, to reform the Terms of Agreement to clarify the status of the partnership
16 and the role of the partners. SAC ¶¶ 25-28. The undisputed material facts establish that Legion and
17 Mineau are entitled to judgment in their favor in this regard.

18 "A contract may be rescinded on the basis of mutual mistake when both parties, at the time of
19 contracting, share a misconception about a vital fact upon which they based their bargain." Land
20 Baron Inv. v. Bonnie Springs Family LP, 131 Nev. 686, 694, 356 P.3d 511, 517 (2015) (internal
21 citations omitted). "However, mutual mistake will not provide grounds for rescission where a party
22 bears the risk of mistake." Id. (citing Restatement (Second) of Contracts §§ 152(1), 154(b), (c)
23 (1981)). "[I]f the risk is reasonably foreseeable and yet the contract fails to account for that risk, a
24 court may infer that the party assumed that risk." Id.

25 Kvam has not produced any evidence to establish that the parties, at the time of contracting,
26 shared a misconception about a vital fact upon which they based their bargain. Indeed, the undisputed
27 facts establish that the parties accounted for the risks inherent in any investment by agreeing that, if
28 the joint venture failed in any way, all interest and remedies in the partnership would be assigned to

1 Kvam. See SAC ¶ 8(e); Ex. 2. Accordingly, Kvam cannot present admissible evidence to establish
2 the necessary elements of his claim that the Terms of Agreement should be rescinded.

3 Alternatively, "courts in this state will reform contracts ... in accordance with the true
4 intention of the parties when their intentions have been frustrated by a mutual mistake." Seyden v.
5 Frade, 88 Nev. 174, 178, 494 P.2d 1281, 1284 (1972). "Reformation is based upon equitable
6 principles, applied when a written instrument fails to conform to the parties' previous understanding
7 or agreement." Grappo v. Mauch, 110 Nev. 1396, 1398, 887 P.2d 740, 741 (1994). Again, Kvam
8 has not produced any evidence to establish that some mistake shared by all of the parties has frustrated
9 the parties' true intentions or that the Terms of Agreement otherwise fails to conform to the parties'
10 understanding or agreement in any material way. Accordingly, Kvam cannot present admissible
11 evidence to establish the necessary elements of his claim that the Terms of Agreement should be
12 reformed.

13 Kvam bears the burden of proof on his Second Cause of Action at trial and Kvam cannot, as
14 a matter of law, establish the existence of any of the elements essential to his claim. Summary
15 judgment should therefore be entered against Kvam and in favor of Legion and Mineau on Kvam's
16 Second Claim for Relief (Rescission or Reformation of Agreement).

17 *C. Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
18 *Third Cause Of Action (Breach of Contract - Loan).*

19 In his Third Cause of Action, Kvam alleges that he is entitled to "his annual payment and
20 repayment of the monies loaned." SAC ¶¶ 29-32. The undisputed material facts establish that Legion
21 and Mineau are entitled to judgment in their favor in this regard.

22 Generally, when a contract is clear on its face, it will be construed from the written language
23 and enforced as written. Canfora v. Coast Hotels & Casinos, Inc., 121 Nev. 771, 776, 121 P.3d 599,
24 603 (2005). The court has no authority to alter the terms of an unambiguous contract. Id.
25 Furthermore, the court cannot force upon parties contractual obligations, terms or conditions which
26 are not contained in the contract. McCall v. Carlson, 63 Nev. 390, 424, 172 P.2d 171, 187 (1946);
27 Harrison v. Harrison, 132 Nev. 564, 376 P.3d 173 (2016); Golden Rd. Motor Inn, Inc. v. Islam, 132

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1 Nev. 476, 376 P.3d 151 (2016); Reno Club, Inc. v. Young Inv. Co., 64 Nev. 312, 323, 182 P.2d 1011,
2 1016 (1947).

3 Although generally short and poorly worded, the Terms of Agreement are clear and
4 unambiguous with respect to the parties' rights and remedies concerning payment. If the project
5 succeeds, "all parties are entitled to 33.33% of net profit, after all expenses are accounted for, to
6 include interest due on funds dispersed." Ex. 2. If the project fails, all interest and remedies in the
7 partnership would be assigned to Kvam. See SAC ¶ 8(e); Ex. 2. These are the terms of a joint
8 venture, not a loan. Indeed, the Terms of Agreement lack critical elements of a loan, including a
9 defined borrower or a maturity date. Perhaps most critically, Kvam cannot present any admissible
10 evidence to establish that Legion or Mineau personally agreed to "repay" any of the funds Kvam
11 invested in the partnership, and this Court cannot force upon the parties contractual obligations, terms,
12 or conditions which are not contained in the Terms of Agreement. McCall, *supra*.

13 Kvam bears the burden of proof on his Third Cause of Action at trial and Kvam cannot, as a
14 matter of law, establish the existence of a loan contract, that Legion or Mineau were obligated to
15 "repay" any of Kvam's investment under such a loan contract, or that Legion and Mineau otherwise
16 breached any such loan contract. Summary judgment should therefore be entered against Kvam and
17 in favor of Legion and Mineau on Kvam's Third Claim for Relief (Breach of Contract - Loan).

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1 D. *Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
2 *Fourth Cause Of Action (Breach of Contract and Tortious Breach of Implied Covenant of Good*
3 *Faith and Fair Dealing – Joint Venture Agreement).⁴*

4 In his Fourth Cause of Action, Kvam alleges that Legion and Mineau breached their legal,
5 contractual, and fiduciary duties under the Terms of Agreement. SAC ¶¶ 33-38. The undisputed
6 material facts establish that Legion and Mineau are entitled to judgment in their favor in this regard.

7 1. *Legion's and Mineau's duties.*

8 Kvam alleges that Legion and Mineau owed multiple contractual, legal, and fiduciary duties
9 to Kvam and the partnership, “which included the duty to provide funding, the duty to maintain books
10 and records, the duty to account to Kvam and the partnership, the duty of loyalty, the duty of care,
11 and the duty to fulfill the purpose of the partnership and the Terms of Agreement in good faith in a
12 timely manner. SAC ¶ 34. Contrary to Kvam’s allegations, the duties owed by Legion and Mineau
13 are limited as established by Nevada law.

14 “The only fiduciary duties a partner owes to the partnership and the other partners are the duty
15 of loyalty and the duty of care.” NRS 87.4336(1). The statutory duty of loyalty is limited to the
16 following:

17
18 (a) To account to the partnership and hold as trustee for it any property, profit or
19 benefit derived by the partner in the conduct and winding up of the partnership
20 business or derived from a use by the partner of partnership property, including the
appropriation of a partnership opportunity;

21 (b) To refrain from dealing with the partnership in the conduct or winding up of the
22 partnership business as or on behalf of a party having an interest adverse to the
23 partnership; and

24 (c) To refrain from competing with the partnership in the conduct of the partnership
25 business before the dissolution of the partnership.

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27 ⁴ Although Kvam’s Fourth Cause of Action contains the heading “Breach of Contract and Tortious
28 Breach of Implied Covenant of Good Faith and Fair Dealing – Joint Venture Agreement,” the actual
allegations in Kvam’s Fourth Cause of Action do not include any allegations involving breach of
contract or the implied covenant of good faith and fair dealing. This Motion therefore addresses the
actual allegations contained in Kvam’s *Second Amended Verified Complaint*.

1 NRS 87.4336(2). The statutory duty of care is limited to “refraining from engaging in grossly
2 negligent or reckless conduct, intentional misconduct or a knowing violation of law.” Id. at (3).

3 2. Legion and Mineau did not breach any duties.

4 Kvam first alleges that Legion and Mineau breached their duties to him by failing to provide
5 funding for the project. SAC ¶ 36. Although Legion and Mineau owed Kvam no duty to provide
6 funding for the project [see Ex. 2; NRS 87.4336], the indisputable evidence establishes that Legion
7 and Mineau did provide funding for the project. See Ex. 1 ¶¶ 25 & 40; Exs. 19, 31, and 32.
8 Regardless, Kvam has not provided any evidence that the project failed due to lack of funding, or that
9 the alleged lack of funding caused Kvam damages in any way. Kvam therefore cannot, as a matter
10 of law, establish that Legion or Mineau breached any duty to him by failing to provide funding for
11 the project.

12 Kvam also alleges that Legion and Mineau breached their duties to him by failing to properly
13 manage and complete the renovation. SAC ¶ 36. Legion and Mineau owed Kvam no affirmative
14 duty to “properly manage and complete the renovation.” See Ex. 2; NRS 87.4336. To the extent that
15 Kvam alleges that Legion or Mineau breached their statutory duty of care in this regard, the
16 undisputed evidence establishes that: Legion and Mineau promptly identified and hired a contractor
17 who came highly recommended and provided sound credentials [Exs. 5 and 6]; TNT agreed to
18 complete the renovation for a specific price within a specified time [Ex. 7]; TNT was in constant
19 communication with Legion, Mineau, and Kvam during the course of the scheduled construction
20 [Exs. 9, 10, 11, 13, 14, 15, 16, 20, and 22]; TNT’s Field Operations VP came to Reno to meet Mineau
21 and Kvam, discussed the project at length with Mineau and Kvam, and even stayed at Kvam’s house
22 [Ex. 13]; once the project started to stall, Legion and Mineau undertook reasonable efforts to compel
23 TNT to finish the project in compliance with the Contractor Agreement [Ex. 1 ¶ 29]; and Legion and
24 Mineau offered to assign their rights in the partnership to Kvam once he declared the project a failure,
25 as provided in the Terms of Agreement [Ex. 24]. Kvam therefore cannot, as a matter of law, establish
26 that Legion or Mineau violated their statutory duty of care by engaging in any grossly negligent or
27 reckless conduct, intentional misconduct or a knowing violation of law in this regard. NRS
28 87.4336(3).

1 Kvam next alleges that Legion and Mineau breached their duties to him by comingling joint
2 venture funds with Legion's accounts. SAC ¶ 34. The undisputed evidence establishes that all of
3 Kvam's funds were paid either directly to the title company to purchase the Property [Exs. 3 and 4]
4 or directly to TNT pursuant to the Contractor Agreement [Exs. 8, 12, and 17]. The only partnership
5 funds over which Legion or Mineau ever had custody were the proceeds from the sale, which have
6 since been deposited with the Clerk of Court in this action. See December 12, 2018 *Stipulation to*
7 *Deposit Funds; Order*. Kvam therefore cannot present any evidence to establish that Legion or
8 Mineau improperly commingled any joint venture funds with Legion's accounts. Regardless, the
9 duty of loyalty only requires a partner to account to the partnership and hold as trustee for it any
10 partnership property [NRS 87.4336(2)(a), so Legion and Mineau owed Kvam no duty to keep the
11 partnership's funds separate from Legion's accounts. Neither Legion nor Mineau breached any duty
12 in this regard and, even if they did, Kvam has suffered no damages because all funds are duly
13 accounted for and held by the Clerk of Court.

14 Kvam further alleges that Legion and Mineau breached their duties to him by failing to
15 account to him and the partnership. SAC ¶ 34. The duty of loyalty only requires a partner to account
16 to the partnership for any partnership property held by that partner. NRS 87.4336(2)(a). Again, the
17 undisputed facts establish that all of Kvam's funds were paid either directly to the title company to
18 purchase the Property or directly to TNT pursuant to the Contractor Agreement. The only partnership
19 property over which Legion or Mineau ever had custody were the Property itself and the proceeds
20 from the sale of the Property, the disposition of which are entirely established and accounted for and
21 is not subject to genuine dispute. See Exs. 27 - 32. Kvam has failed to produce any evidence that
22 any of the partnership's property is unaccounted for in any way whatsoever. Kvam therefore cannot,
23 as a matter of law, establish that Legion or Mineau breached their duty of loyalty by "failing to
24 account" to Kvam or the partnership.

25 Finally, Kvam alleges that Legion and Mineau breached their duties to him by concealing
26 facts and making multiple misrepresentations to Kvam regarding the timing of completion, the status
27 of the project, and the sale thereof. However, Kvam has failed to produce any evidence that Legion

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1 or Mineau ever concealed any facts or made any misrepresentations to him whatsoever, and Mineau
2 adamantly denies ever having done so. Ex. 1 ¶ 42.

3 Kvam bears the burden of proof on his Fourth Cause of Action at trial and Kvam cannot, as a
4 matter of law, establish that Legion or Mineau breached any duties owed to Kvam which caused him
5 damages. Summary judgment should therefore be entered against Kvam and in favor of Legion and
6 Mineau on Kvam's Fourth Claim for Relief (Breach of Contract and Tortious Breach of Implied
7 Covenant of Good Faith and Fair Dealing – Joint Venture Agreement).

8 *E. Judgment May Be Entered As A Matter Of Law On Kvam's Fifth Cause Of Action*
9 *(Accounting).*

10 In his Fifth Cause of Action, Kvam alleges that, as a joint venturer in the partnership, Legion
11 and Mineau have the duty to account to Kvam and that the exact amount owing Kvam is yet unknown,
12 so Kvam is entitled to an equitable accounting to determine this amount. SAC ¶¶ 39-41. There is no
13 genuine dispute of material fact in this regard and judgment may be entered as a matter of law.

14 Nevada law only requires a partner to account to the partnership for any partnership property
15 held by that partner. NRS 87.4336(2)(a). Again, the undisputed facts establish that all of Kvam's
16 funds were paid either directly to the title company to purchase the Property or directly to TNT
17 pursuant to the Contractor Agreement. The only partnership property over which Legion or Mineau
18 had custody were the Property itself and the proceeds from the sale of the Property, and the disposition
19 of those assets are entirely established, accounted for, and not subject to genuine dispute.

20 Kvam's claim that he is entitled to an equitable accounting in order to determine the exact
21 amount owing to him is misplaced. The Terms of Agreement only provides for payment to the
22 partners if the project earned a profit. If the project failed, as it did here, then Kvam's remedy is that
23 all interest in the partnership and any remedies due to the partnership be assigned to Kvam. The
24 indisputable evidence establishes that the proceeds from the sale of the Property were \$26,337.91.
25 See December 12, 2018 *Stipulation to Deposit Funds; Order*; see also Ex. 1 ¶¶ 38-39. Thus, the
26 relevant accounting is simple: Kvam is owed \$26,337.91 (subject to any offset this Court may order
27 for attorneys' fees and costs).

28 ///

1 Nevada law does not require Legion or Mineau to “account” to Kvam or the partnership in
2 any other way, and Kvam has failed to produce any evidence that any of the partnership’s property is
3 unaccounted for in any way whatsoever. The Motion should be granted with respect to Kvam’s Fifth
4 Cause of Action.

5 *F. Judgment May Be Entered As A Matter Of Law On Kvam’s Sixth Cause Of Action*
6 *(Court Supervision of Dissolution and Winding Up, and Appointment of Receiver).*

7 In his Sixth Cause of Action, Kvam alleges that he is entitled to a court-supervised accounting
8 and settlement of all partnership accounts and liquidation of the partnership assets. SAC ¶¶ 42-45.
9 There is no genuine dispute of material fact in this regard and judgment may be entered as a matter
10 of law.

11 It is indisputable that the partnership only has two remaining assets: (1) its claims against
12 TNT and (2) the proceeds from the sale of the Property in the amount of \$26,337.91. See December
13 12, 2018 *Stipulation to Deposit Funds; Order*; see also Ex. 1 ¶¶ 38-39. Pursuant to the Terms of
14 Agreement, these assets are to be assigned to Kvam. Ex. 2. Further accounting, settlement of
15 accounts, or liquidation of assets is unnecessary.

16 This Court should therefore enter judgment that the partnership is dissolved, all claims against
17 TNT are assigned to Kvam, and the proceeds of the sale of the Property in the amount of \$26,337.91
18 should be paid to Kvam (subject to any offset this Court may order for attorneys’ fees and costs).

19 The Motion should be granted with respect to Kvam’s Sixth Cause of Action.

20 *G. Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam’s*
21 *Seventh Cause Of Action (Temporary and Permanent Injunction).*

22 In his Seventh Cause of Action, Kvam seeks an order temporarily and permanently enjoining
23 Legion and Mineau from conducting any business on behalf of the partnership except as necessary to
24 preserve the proceeds of sale. SAC ¶ 47.

25 Upon dissolution of the partnership and assignment of its assets to Kvam (subject to any offset
26 this Court may order for attorneys’ fees and costs), the partnership will cease to exist. Therefore,
27 upon entry of judgment on Kvam’s First, Fifth, and Sixth Causes of Action as described above,
28 Kvam’s Seventh Cause of Action should be dismissed with prejudice as moot.

1 H. *Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
2 *Eighth Cause Of Action (Fraud, Fraudulent Inducement and Fraudulent Concealment).*

3 In his Eighth Cause of Action, Kvam alleges that Legion and Mineau engaged in fraudulent
4 conduct before the Terms of Agreement were signed and throughout the course of this partnership.
5 SAC ¶¶ 48-55. The undisputed material facts establish that Legion and Mineau are entitled to
6 judgment in their favor in this regard.

7 In order to maintain his claim of fraud, Kvam must provide admissible evidence sufficient to
8 establish: (1) a false representation made by the defendant; (2) defendant's knowledge or belief that
9 the representation is false or that defendant has an insufficient basis for making the representation;
10 (3) defendant's intention to induce the plaintiff to act or to refrain from acting in reliance upon the
11 misrepresentation; (4) plaintiff's justifiable reliance upon the misrepresentation; and (5) damage to
12 the plaintiff resulting from such reliance. Bulbman, Inc. v. Nevada Bell, 108 Nev. 105, 111, 825 P.2d
13 588, 592 (1992). Under Nevada law, Kvam has the burden of proving each and every element of his
14 fraudulent misrepresentation claim by clear and convincing evidence. Barnettler v. Reno Air, Inc.,
15 114 Nev. 441, 446-47, 956 P.2d 1382, 1386 (1998).

16 Kvam has not produced any admissible evidence, and none exists, to establish any of the
17 elements of fraud. All statements made by Mineau, either personally or on behalf of Legion, were
18 made in good faith and were true to the best of Mineau's knowledge, and Kvam has not produced
19 any admissible evidence to prove otherwise. Ex. 1 ¶ 42. Furthermore, Kvam did not rely upon
20 Mineau's statements, instead communicating directly with TNT concerning the status of the project,
21 the problems with the project, and the completion of the project. Exs. 9, 10, 11, 13, 14, 15, 16, 20,
22 and 22. Indeed, Kvam was so involved in the daily management of the project that he felt the need
23 to apologize to Mineau for potentially stepping on his toes or putting Mineau in an awkward position
24 with TNT. See Ex. 21. Mineau assured Kvam that his involvement was "no problem at all" [Id] and
25 Kvam remained actively involved in the project. See Ex. 22. Kvam therefore cannot establish that
26 Mineau made any false representations, that Kvam justifiably relied upon any such
27 misrepresentations, or that Kvam suffered any damages as a result from such reliance.

28 ///

1 Kvam bears the burden of proof on his Eighth Cause of Action at trial and Kvam cannot, as a
2 matter of law, establish the existence of any of the elements essential to his claim. Summary judgment
3 should therefore be entered against Kvam and in favor of Legion and Mineau on Kvam's Eighth
4 Claim for Relief (Fraud, Fraudulent Inducement and Fraudulent Concealment).

5 *I. Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
6 *Ninth Cause Of Action (Conversion).*

7 In his Ninth Cause of Action, Kvam alleges that Mineau and Legion are liable for conversion
8 for taking title to the Property, diverting project funds and keeping proceeds of sale from Kvam. SAC
9 ¶¶ 56-60. To prevail on his claim for conversion, Kvam must establish that Legion and/or Mineau
10 committed a "distinct act of dominion wrongfully exerted over [Kvam's] personal property in denial
11 of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title
12 or rights." M.C. Multi-Family Dev., L.L.C. v. Crestdale Assocs., Ltd., 124 Nev. 901, 910, 193 P.3d
13 536, 542 (2008). The undisputed material facts establish that Legion and Mineau are entitled to
14 judgment in their favor in this regard.

15 Kvam's allegation that Legion committed conversion by taking title to the Property is
16 nonsensical. By definition, conversion only applies to *personal* property. M.C. Multi-Family, supra.
17 Regardless, Kvam has not produced any admissible evidence, and none exists, to establish any of the
18 other elements of conversion regarding the Property.

19 Likewise, Kvam has not produced any admissible evidence, and none exists, to establish any
20 of the other elements of conversion regarding any other assets. All of Kvam's funds were paid either
21 directly to the title company to purchase the Property or directly to TNT pursuant to the Contractor
22 Agreement, and neither Mineau nor Legion diverted any project funds nor kept the proceeds of the
23 sale from Kvam. Ex. 1 ¶ 43.

24 Kvam bears the burden of proof on his Ninth Cause of Action at trial and Kvam cannot, as a
25 matter of law, establish the existence of any of the elements essential to his claim. Summary judgment
26 should therefore be entered against Kvam and in favor of Legion and Mineau on Kvam's Ninth Claim
27 for Relief (Conversion).

28 ///

1 J. *Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
2 *Tenth Cause Of Action (RICO).*

3 In his Tenth Cause of Action, Kvam alleges the Legion and Mineau violated predicate
4 racketeering acts under Nevada's Racketeer Influenced and Corrupt Organizations ("RICO") act.
5 SAC ¶¶ 61-65. The undisputed material facts establish that Legion and Mineau are entitled to
6 judgment in their favor in this regard.

7 Any person who is injured in his business or property by reason of any violation of NRS
8 207.400 has a cause of action against a person causing such injury for three times the actual damages
9 sustained. NRS 207.470. NRS 207.400 lists several crimes relating to racketeering activity and
10 criminal syndicates. "'Racketeering activity' means engaging in at least two crimes related to
11 racketeering that have the same or similar pattern, intents, results, accomplices, victims, or methods
12 of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated
13 incidents...." NRS 207.390. "'Criminal syndicate' means any combination of persons, so structured
14 that the organization will continue its operation even if individual members enter or leave the
15 organization, which engages in or has the purpose of engaging in racketeering activity." NRS
16 207.370.

17 Kvam has not produced any admissible evidence, and none exists, to establish any of the
18 elements of a RICO claim. Kvam bears the burden of proof on his Tenth Cause of Action at trial and
19 Kvam cannot, as a matter of law, establish the existence of any of the elements essential to his claim.
20 Summary judgment should therefore be entered against Kvam and in favor of Legion and Mineau on
21 Kvam's Tenth Claim for Relief (RICO).

22 ///

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1 *K. Legion and Mineau Are Entitled To Judgment As A Matter Of Law On Kvam's*
2 *Eleventh Cause Of Action (Derivative Claim).*

3 Finally, in his Eleventh Cause of Action, Kvam alleges that all claims, causes of action, and
4 prayers for relief asserted by Kvam are also asserted derivatively on behalf of the partnership. SAC
5 ¶¶ 66-70. The undisputed material facts establish that Legion and Mineau are entitled to judgment in
6 their favor in this regard.

7 Kvam has not produced any admissible evidence, and none exists, to establish that the
8 partnership holds any independent claim for relief against Legion or Mineau. Kvam bears the burden
9 of proof on his Eleventh Cause of Action at trial and Kvam cannot, as a matter of law, establish the
10 existence of any independent claim to be asserted by the partnership. Summary judgment should
11 therefore be entered against Kvam and in favor of Legion and Mineau on Kvam's Eleventh Claim for
12 Relief (Derivative Claim).

13 **V. CONCLUSION**

14 The Terms of Agreement and NRS Chapter 87 govern the parties' relationship. Although
15 they projected a successful venture, the parties expressly identified Kvam's remedy should the project
16 fail in any way; all partnership interests and remedies would be assigned to Kvam.

17 In accordance with the Terms of Agreement, the parties acquired the Property and hired TNT
18 to renovate the Property. For the first few months, the renovations appeared to be duly progressing
19 and TNT was regularly in contact with Mineau and Kvam, even coming to Reno to meet them and
20 discuss the project in person. Unfortunately, TNT ultimately breached the Contractor Agreement and
21 failed to finish renovating the Property.

22 The project failed because TNT breached the Contractor Agreement. Legion and Mineau did
23 not personally guaranty Kvam's investment, they did not commit any act of gross negligence or
24 intentional misconduct, they did not divert any of the project funds, and they did not commit fraud in
25 any way. All parties lost money on this failed venture, but Kvam has not, and cannot, produce any
26 evidence to establish that Legion or Mineau are responsible for the project's failure or otherwise
27 liable for reimbursing Kvam's losses in this failed investment.

28 ///

1 There is no genuine dispute of material fact and judgment should be entered as a matter of
2 law as follows:

- 3 • Pursuant to Kvam's First Cause of Action, declaring that:
- 4 ○ The parties formed a partnership pursuant to NRS 87.4322;
- 5 ○ Legion/Mineau and Kvam are the partners to the partnership;
- 6 ○ Legion/Mineau holds a 33.33% interest in the partnership;
- 7 ○ Kvam holds a 66.67% interest in the partnership;
- 8 ○ No party made any loans to the partnership;
- 9 ○ The project has failed, so all interest in the partnership and any remedies due
10 to the partnership are assigned to Kvam; and
- 11 ○ All other aspects of the partnership are governed by NRS Chapter 87.
- 12 • Pursuant to Kvam's Fifth Cause of Action, that Kvam is entitled to the proceeds from
13 the sale of the Property in the amount of \$26,337.91 (subject to any offset this Court
14 may order for attorneys' fees and costs);
- 15 • Pursuant to Kvam's Sixth Cause of Action, that the partnership between
16 Legion/Mineau and Kvam is dissolved, all claims against TNT are assigned to Kvam,
17 and the proceeds of the sale of the Property in the amount of \$26,337.91 should be
18 distributed to Kvam (subject to any offset this Court may order for attorneys' fees and
19 costs), as described in the above accounting;
- 20 • Dismissing Kvam's Seventh Cause of Action with prejudice as moot; and
- 21 • Against Kvam and in favor of Legion and Mineau on Kvam's Second, Third, Fourth,
22 Eighth, Ninth, Tenth, and Eleventh Causes of Action.

23 Upon entering judgment as described above, this Court should afford the parties ten (10) days
24 to file any claims for attorneys' fees and/or costs before the funds deposited with the Clerk of Court
25 are released.

26 The Motion should be granted.

27 ////

28 ///

1 **CERTIFICATION OF COUNSEL CONCERNING LENGTH OF MOTION**


2 Pursuant to § VI(C) of this Court's *Supplemental Uniform Pretrial Order*, entered June 12,
3 2019, the undersigned counsel certifies that this pleading exceeds the 20-page limit by no more than
4 five pages. Counsel certifies that good cause exists to exceed the standard page limit due to the
5 quantity of causes of action pled by the Plaintiff Jay Kvam in his *Second Amended Verified*
6 *Complaint*. Kvam pled eleven causes of action and Legion and Mineau seek entry of summary
7 judgment on each claim. Counsel certifies that this Motion is as brief and concise as is reasonably
8 practical while still completely addressing the issues raised in each of Kvam's eleven causes of action.
9 Good cause therefore exists to exceed the standard page limits by no more than five pages.

10 **AFFIRMATION**

11 The undersigned does hereby affirm that the preceding document, **MOTION FOR**
12 **SUMMARY JUDGMENT**, filed in the Second Judicial District Court of the State of Nevada,
13 County of Washoe, does not contain the social security number of any person.

14 DATED this 6 day of January, 2020.

15 GUNDERSON LAW FIRM

16
17 By: 
18 Austin K. Sweet, Esq.
19 Nevada State Bar No. 11725
20 Mark H. Gunderson, Esq.
21 Nevada State Bar No. 2134
22 3895 Warren Way
23 Reno, Nevada 89509
24 Telephone: 775.829.1222
25 *Attorneys for Brian Mineau and Legion*
26 *Investments*
27
28

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of the law office of Gunderson Law
3 Firm, and that on the 6 day of January, 2020, I electronically filed a true and correct copy of the
4 **MOTION FOR SUMMARY JUDGMENT**, with the Clerk of the Court by using the electronic
5 filing system which will send a notice of electronic filing to the following:

6
7 Michael Matuska, Esq.
8 Matuska Law Offices, Ltd.
9 2310 South Carson Street, Suite 6
10 Carson City, Nevada 89701
11 mlm@matuskalawoffices.com
12 *Attorneys for Jay Kvam*

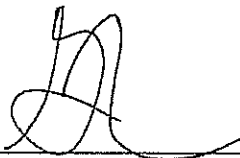
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14 _____
15 Ga'Brieala Mitchell

EXHIBIT LIST

Exhibit #	Description	Pgs
Exhibit "1"	Declaration of Brian Mineau	7
Exhibit "2"	Terms of Agreement between Legion Investments LLC (its Members) And Jay Kvam (Initial Funding Member of Same) RE: 7747 S. May Street, Chicago Illinois	2
Exhibit "3"	February 13, 2107 Wire Transfer Confirmation in the amount of \$44,000.00	2
Exhibit "4"	February 13, 2017 Wire Transfer Confirmation in the amount of \$784.31	2
Exhibit "5"	March 6, 2017 Colleen Burke text message	2
Exhibit "6"	March 19, 2017 email from Colleen Burke to Brian Mineau	4
Exhibit "7"	Contractor Agreement with TNT dated March 23, 2017	15
Exhibit "8"	March 23, 2017 Wire Transfer Confirmation in the amount of \$20,020.00	3
Exhibit "9"	Floor Plans	4
Exhibit "10"	Email chain transmitting floor plans dated April 9, 2017	4
Exhibit "11"	Email chain dated April 14, 2017	6
Exhibit "12"	General Wire Transfer Request	3
Exhibit "13"	Minutes Special Meeting Atlas Investors Southside, LLC, Friday, May 5, 2017	13
Exhibit "14"	Text chain between Brian Mineau, Jay Kvam and Michael Spinola with pictures of the property	10

Exhibit "15"	Text chain dated May 15, 2017 with photos	23
Exhibit "16"	"Slack" thread dated May 17, 2017	2
Exhibit "17"	Wire Transfer Receipt dated May 18, 2017 in the amount of \$9,000.00	4
Exhibit "18"	"Slack" thread dated May 21, 2017	2
Exhibit "19"	Outgoing Domestic Wire Transfer Request dated May 26, 2017	2
Exhibit "20"	Text messages dated May 27, 2017 to May 31, 2017	9
Exhibit "21"	Text messages dated May 31, 2017	2
Exhibit "22"	Text messages dated June 1, 2017 to June 20, 2017	31
Exhibit "23"	City of Chicago Department of Buildings records	3
Exhibit "24"	Email chain between Jay Kvam and Brian Mineau	10
Exhibit "25"	Jay Kvam letter to Brian Mineau dated December 31, 2017	4
Exhibit "26"	Michael Matuska letter to Brian Mineau dated February 16, 2018	2
Exhibit "27"	Michael Matuska letter to Austin Sweet dated September 19, 2018	2
Exhibit "28"	Exclusive Right to Sell Listing Agreement	5
Exhibit "29"	Residential Real Estate Purchase and Sale Contract	5
Exhibit "30"	Citywide Title Corporation ALTA Settlement Statement – Cash	4

Exhibit "31"	Summary of the Annual Cash Flows relating to the Property for 2017	2
Exhibit "32"	Summary of the Annual Cash Flows relating to the Property for 2018	2

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CV18-00764
2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “1”

Exhibit “1”

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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1 true and correct copy of this text message is attached to the Motion as Exhibit "5." That contractor
2 turned out to be TNT Complete Facility Care Inc. ("TNT").

3 12. On March 19, 2017, Ms. Burke emailed me the contact information for TNT's
4 principals, Derek Cole and Todd Hartwell, along with TNT's references and Certificate of Insurance.
5 A true and correct copy of this email is attached to the Motion as Exhibit "6."

6 13. On March 23, 2017, Legion entered into a *Contractor Agreement* with TNT
7 ("Contractor Agreement"). A true and correct copy of the Contractor Agreement is attached to the
8 Motion as Exhibit "7."

9 14. The Wire Transfer Confirmation attached to the Motion as Exhibit "8" was produced
10 by Kvam in this litigation. Upon information and belief, this document is a true and correct copy of
11 what it purports to be.

12 15. The floor plans attached to the Motion as Exhibit "9" are a true and correct copy of
13 the proposed floor plans TNT emailed to me on or about April 9, 2017. A true and correct copy of
14 the email chain transmitting these floor plans is attached to the Motion as Exhibit "10."

15 16. The email chain attached to the Motion as Exhibit "11" was produced by Kvam in this
16 litigation. Upon information and belief, this document is a true and correct copy of what it purports
17 to be.

18 17. The General Wire Transfer Request attached to the Motion as Exhibit "12" was
19 produced by Kvam in this litigation. Upon information and belief, this document is a true and correct
20 copy of what it purports to be.

21 18. On and around May 5, 2017, Derek Cole (TNT's Field Operations VP) came to Reno
22 to visit with me, Kvam, and others. We first met at my and Spinola's office, where we discussed Mr.
23 Cole's thoughts on development in the Chicago area, his construction experience and affiliations, his
24 family and community background, his work ethic, and general information about how we could best
25 work together on current and future projects in the Chicago area. We then went to Skipolini's Pizza
26 for dinner and continued discussing business opportunities in the Chicago area. After dinner, we
27 went home and Mr. Cole stayed at Kvam's home, which Kvam offered as a vacation rental.

28 ///

1 19. Kvam took notes during our meetings in the form of *Minutes Special Meeting Atlas*
2 *Investors Southside, LLC, Friday, May 5, 2017*. These minutes were produced by Kvam in this
3 litigation and are attached to the Motion as Exhibit "13." Upon information and belief, this document
4 is a true and correct copy of what it purports to be.

5 20. A true and correct copy of a text chain between me, Kvam, and Spinola, containing
6 pictures of the Property which I had received from Mr. Cole, is attached to the Motion as Exhibit
7 "14." Upon sending me those pictures, Mr. Cole informed me that the roof at the Property was
8 completed.

9 21. The text chain attached to the Motion as Exhibit "15" was produced by Kvam in this
10 litigation. Upon information and belief, this document is a true and correct copy of what it purports
11 to be.

12 22. The "Slack" thread attached to the Motion as Exhibit "16" was produced by Kvam in
13 this litigation. Upon information and belief, this document is a true and correct copy of what it
14 purports to be.

15 23. The Wire Transfer Receipt attached to the Motion as Exhibit "17" was produced by
16 Kvam in this litigation. Upon information and belief, this document is a true and correct copy of
17 what it purports to be.

18 24. On May 21, 2017, Mr. Cole informed me that TNT would be "installing floors this
19 week and should be finishing very soon." I forwarded this information on to Kvam via Slack. The
20 "Slack" thread attached to the Motion as Exhibit "18" was produced by Kvam in this litigation and
21 appears to be a true and correct copy of what it purports to be.

22 25. On or about May 26, 2017, Mr. Cole called me and requested the next \$20,000.00
23 progress payment for the project. I was travelling at the time and was unable to promptly make direct
24 payment; however, at my request, Spinola agreed to arrange to have the funds wired to TNT on my
25 behalf. I have previously testified in this action that Spinola retrieved these funds from my personal
26 safe. However, upon further reflection and consideration in preparing this Declaration and preparing
27 for trial, I believe my previous testimony was mistaken. I now recall that I borrowed the \$20,000
28 from Bradley Tammen, with whom I had done a variety of other business transactions. In exchange

1 for the short-term loan of \$20,000, I agreed to repay Mr. Tammen a flat amount of \$28,000 (which
2 has since been repaid in full). Mr. Tammen was not entitled to share in the profits of the May Street
3 Property project, nor was Mr. Tammen at risk to share in the losses if the project failed. Mr. Tammen
4 arranged this loan with Mr. Spinola while I was out of town and the funds were transferred through
5 an account controlled by Spinola which was owned by an entity called Criterion NV LLC. Id. Thus,
6 on May 26, 2017, Criterion NV LLC, acting on my behalf, wired \$20,000 directly to TNT with the
7 reference "May Street." A true and correct copy of this Outgoing Domestic Wire Transfer Request
8 is attached to the Motion as Exhibit "19."

9 26. The text messages attached to the Motion as Exhibit "20" were produced by Kvam in
10 this litigation. Upon information and belief, this document is a true and correct copy of what it
11 purports to be.

12 27. The text messages attached to the Motion as Exhibit "21" were produced by Kvam in
13 this litigation and this document is a true and correct copy of what it purports to be.

14 28. The text messages attached to the Motion as Exhibit "22" were produced by Kvam in
15 this litigation and this document is a true and correct copy of what it purports to be.

16 29. Unfortunately, after June 20, 2017, TNT started becoming increasingly unresponsive
17 and TNT failed to complete the project. Over the course of next several months, I constantly
18 contacted Mr. Cole and Mr. Hartwell in an effort to compel TNT to finish the project and I regularly
19 updated Kvam with the information I learned. TNT would drop in and out of communication, but
20 would always respond eventually by offering excuses for the delays and promises that the project
21 would be completed within a matter of days or weeks. For example, in mid-July 2017, Mr. Cole
22 apparently went missing and neither Mr. Hartwell nor Mr. Cole's wife would tell me where he was.
23 Mr. Hartwell nonetheless confirmed that TNT was working to replace Mr. Cole and that TNT would
24 finish the project as soon as possible. In late August 2017, TNT explained that the reason Mr. Cole
25 had suddenly gone absent was because he had suffered a heart attack, but that he had recovered and
26 was returning to work. In late September 2017, Mr. Cole informed me that the Property needed a
27 few more inspections but was nearly complete. In mid-October 2017, Mr. Cole informed me that
28 TNT was "doing the final touches" and would then be ready for occupancy inspections. In early

1 November 2017, Mr. Cole represented that some of the plumbing work did not pass inspection and
2 would need more work. In mid-November 2017, Mr. Cole represented to me that the project would
3 be done in 14-17 days and would cost an additional \$2,000, but that TNT would "eat that cost" due
4 to the delay. At all times, I promptly reported to Kvam what TNT, Mr. Hartwell, and Mr. Cole had
5 told me.

6 30. The City of Chicago Department of Buildings records attached to the Motion as
7 Exhibit "23" was produced by Kvam in this litigation. Upon information and belief, this document
8 is a true and correct copy of what it purports to be.

9 31. The email chain attached to the Motion as Exhibit "24" was produced by Kvam in this
10 litigation and this document is a true and correct copy of what it purports to be.

11 32. The letter attached to the Motion as Exhibit "25" was produced by Kvam in this
12 litigation and this document is a true and correct copy of what it purports to be.

13 33. The letter attached to the Motion as Exhibit "26" is a true and correct copy of the letter
14 I received from Michael Matuska.

15 34. On September 18, 2018, while litigation was proceeding, Legion and I delivered a
16 settlement offer to Kvam. Without revealing the full extent of the confidential offer, the offer
17 expressly included an offer to transfer the Property to Kvam and assign all rights, claims, and causes
18 of action against Derek Cole, Todd Hartwell, and TNT to Kvam.

19 35. The letter attached to the Motion as Exhibit "27" is a true and correct copy of the letter
20 I received from Michael Matuska.

21 36. On September 24, 2018, in reliance upon Kvam's letter, I, on behalf of Legion, entered
22 into an *Exclusive Right to Sell Listing Agreement* with Miller Chicago LLC, a local brokerage firm
23 in Chicago. A true and correct copy of the *Exclusive Right to Sell Listing Agreement* is attached to
24 the Motion as Exhibit "28."

25 37. On October 24, 2018, I, on behalf of Legion, entered into a *Residential Real Estate*
26 *Purchase and Sale Contract* to sell the Property for \$41,000.00. A true and correct copy of the
27 *Residential Real Estate Purchase and Sale Contract* is attached to the Motion as Exhibit "29."

28 ///

1 38. On November 16, 2018, escrow closed on the Property. A true and correct copy of
2 the Citywide Title Corporation ALTA Settlement Statement – Cash is attached to the Motion as
3 Exhibit “30.” Legion’s share of prorated property taxes, closing costs, and the commission owed to
4 the real estate brokers equaled \$16,526.23. The net proceeds from the closing were therefore
5 \$24,473.77.

6 39. On December 19, 2018, Legion’s attorney in Chicago notified me that an additional
7 \$1,864.14 had been received from the sale of the Property as a result of a refund on a tax bill and a
8 water bill. Kvam declined our requested stipulation to add these funds to the proceeds deposited with
9 the Clerk of Court, so I continue to hold these funds pending a resolution of this dispute. With this
10 refund, the total net proceeds from the sale of the Property are \$26,337.91.

11 40. I contributed \$7,090.31 in ongoing holding costs while Legion owned the Property,
12 such as utility bills and insurance premiums. A true and correct summary of the annual cash flows
13 relating to the Property for 2017 is attached to the Motion as Exhibit “31.” A true and correct
14 summary of the annual cash flows relating to the Property for 2018 is attached to the Motion as
15 Exhibit “32.”

16 41. The project has failed because TNT breached the Contractor Agreement.

17 42. I never concealed any facts from Kvam or made any misrepresentations to him
18 whatsoever. All statements I made to Kvam, either personally or on behalf of Legion, were made in
19 good faith and were true to the best of my knowledge.

20 43. I never, either personally or on behalf of Legion, diverted any project funds nor kept
21 the proceeds of the sale from Kvam.

22 44. The foregoing is true and correct and based upon my own personal knowledge.

23 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
24 true and correct.

25 Executed at Reno, Nevada, this 6th day of January, 2020.

26
27
28

BRIAN MINEAU

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2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “2”

Exhibit “2”

Terms of Agreement between Legion Investments LLC (its Members)

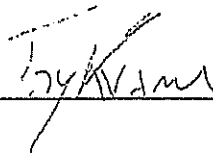
And Jay Kvam (Initial Funding Member of Same)

RE:

7747 S. May Street, Chicago Illinois.

With Regards to acquisition of the aforementioned property, it is understood that the membership of Legion Investments LLC for this acquisition is Brian Mineau, Jay Kvam, and Michael J. Spinola. All parties are entitled to 33.33% of net profit, after all expenses are accounted for, to include interest due on funds dispersed. Initial purchase is being funded by Jay Kvam, who is there by assigned any remedies due should the transaction fail in anyway. Initial funder will be due a 7% annual return on any funds provided due from date of disbursement. There is expected to be 3 renovation draws necessary on this project. First draw to be funded by Mr. Kvam, Due to present and ongoing business dealings between Jay and Michael, Michael has agreed to allot %50 of his 1/3 profit to Mr. Kvam for both initial funding's.

Jay Kvam



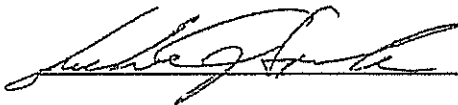
Date 2017-02-14

Brian Mineau

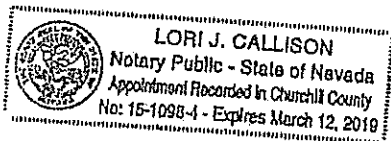


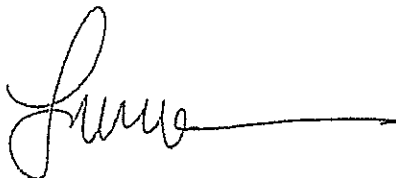
Date 2/13/2017

Michael J. Spinola



Date 2/13/17





KVAM0403

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Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “3”

Exhibit “3”

2017/02/13 11:54

Print OK Cancel

Debit Acct Number: 000153753377719

Amount (USD): 44,000.00

Send Date: 02/13/2017

Receiver: 021000021

JPMCHASE NYC

NEW YORK, NY

Beneficiary: CITYWIDE TITLE CORP

850 WEST JACKSON BLVD. STE. 120

CHICAGO, IL 60607

456460794

Originator to Beneficiary Info: ESCROW NO. 719630

Originator: JAY KVAM

153753377719

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U. S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: _____

Date: 2017-02-13

Customer Name(Print): _____

INTERNAL BANK USE ONLY

KVAM0001

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Transaction # 7669936 : csulezic

Exhibit “4”

Exhibit “4”

Print OK Cancel

2017/02/13 12:12

Debit Account Name: JAY J KVAM
Debit Acct Number: 000153753377719
Amount (USD): 784.31
Send Date: 02/13/2017
Receiver: 021000021

JPMCHASE NYC
NEW YORK, NY
Beneficiary: CITYWIDE TITLE CORP
850 WEST JACKSON BLVD. STE 120
CHICAGO, IL 60607
456460794

Originator to Beneficiary Info: ESCROW NO. 719630

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds, in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For International wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U. S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: Jay Kvam

Date: 2017-02-13

Customer Name(Print): Jay Kvam

INTERNAL BANK USE ONLY

KVAM0002

1045

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2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “5”

Exhibit “5”

Verizon LTE

1:07 PM

79%



Colleen

stuck eating more losses

Mar 16, 2017 10:12 AM

Sorry I am in physical therapy

Oh good that's great.

I left you a long message. I need to get some money to James he's Rollin on Michigan. The weather is getting a little better to be able to pour the concrete on Michigan and the flat on Forest as well. He has ordered materials for forest. And he feels that they can move very quickly there once we get to the hump of this plumbing issue at Michigan.

I have the other contractor I told you about going to May Street. I'm really liking this guy. He seems very fair and hard worker.

I would like to set up a conference call with him this weekend.



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Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “6”

Exhibit “6”

Dereck Cole Insurance, licenses, references

Colleen Burke

Sun 3/19/2017 1:47 PM

To: brian.t.mineau@hotmail.com <brian.t.mineau@hotmail.com>

📎 3 attachments (749 KB)

certificate of insurance.pdf; Electrical and Refrigerate license.pdf; TNT References.pdf;

**Colleen Burke|Broker
@properties**

1586 N. Clybourn
Chicago, IL 60642
773.552.7900
cburke@atproperties.com

Stop looking, start finding®
atproperties.com

From: derek@tnt24-7.com <derek@tnt24-7.com>
Sent: Tuesday, March 14, 2017 6:21 PM
To: Colleen Burke
Cc: Derek Cole; Todd Hartwell
Subject: Insurance, licenses, references

Mrs. Burke here is some starter information i will be sending you some pics as well
Confidentiality: This email (including any attachments) is confidential and for the sole use of the intended recipient(s) only. It may be subject to legal or other professional privilege and contain copyrighted material. Any confidentiality or privilege that may apply is not waived or lost because this email has been sent to you by mistake. Review, use, or disclosure of the contents of this email by anyone other than the intended recipient is unauthorized and strictly prohibited. If you are not the intended recipient, you may not disclose, copy or distribute this email or its attachments, nor take or omit to take any action in reliance on it. If you have received this email in error, please notify the sender immediately, delete it from your system and destroy any copies. Any views or opinions expressed in this email or its attachments are solely those of the author and do not necessarily represent those of @properties. Warning: Although @properties takes reasonable measures to prevent the transmission of computer viruses by email, this message and its attachments could have

been infected or corrupted during transmission. By opening this email you agree that @properties shall have no liability for any loss or damage caused by this email or its attachments due to viruses, interference, interception, malicious code, hacking, corruption or unauthorized access and you accept full responsibility for any loss or damage arising therefrom.



PO BOX 5017 O - 224-535-8616
Elgin IL 60121 F - 224-535-9716

References

MCC Building Services-	Colorado/ National
Reliable Roofing-	Atlanta / National
Lincoln Properties	National
AM Retailers Wilson Leather	National
Schneider Trucking	National
PPG Pittsburg Paints	National
Hit Tech Construction	Chicagoland
G2 Builders	Chicagoland
Various Chain retailers	National
American Dream Roofing and Siding	Chicagoland

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER America's Choice Insurance Agency 2725 North Thatcher River Grove IL 60171 INSURED TNT Complete Facility Care Inc. PO Box 6017 Elgin IL 60121	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Contact Name</td> </tr> <tr> <td>Phone (708) 453-3332</td> <td>Fax (708) 453-4580</td> </tr> <tr> <td colspan="2">Email : achoiceins@aif.net</td> </tr> <tr> <td colspan="2">PRODUCER 1170</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Acuity</td> </tr> <tr> <td colspan="2">INSURER B : Employers Preferred Ins Co</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	Contact Name		Phone (708) 453-3332	Fax (708) 453-4580	Email : achoiceins@aif.net		PRODUCER 1170		INSURER(S) AFFORDING COVERAGE		INSURER A : Acuity		INSURER B : Employers Preferred Ins Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
Contact Name																							
Phone (708) 453-3332	Fax (708) 453-4580																						
Email : achoiceins@aif.net																							
PRODUCER 1170																							
INSURER(S) AFFORDING COVERAGE																							
INSURER A : Acuity																							
INSURER B : Employers Preferred Ins Co																							
INSURER C :																							
INSURER D :																							
INSURER E :																							
INSURER F :																							

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	ADDL SUBR INSR	W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X01381	10/13/16	10/13/17	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADWIJURY \$included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X03181	10/13/16	10/13/17	EACH OCCURRENCE \$2,000,000
	DEDUCTIBLE						AGGREGATE \$2,000,000
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N/A	EIG2224645	04/14/16	04/14/17	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

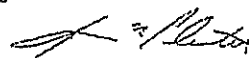
M&T Exteriors Inc.
245 W Roosevelt Rd Bldg 10 Unit 74
West Chicago IL 331-366-2157

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CANCELLATION

AUTHORIZED REPRESENTATIVE



LEG000397

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Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “7”

Exhibit “7”

Legion Investments
2171 San Remo Dr., Sparks NV 89434
Phone – 530-251-3205

Contractor Agreement

To: Derek Cole & Todd Hartwell, TNT Complete Facility Care Inc, 919 North LaFox. South Elgin IL, 60177

Re: May Street, 7747 S. May St., Chicago, IL, 60620

THIS SUBCONTRACT AGREEMENT (hereinafter referred to as the "Subcontract") is entered into this 22nd, March 2017 between: Legion Investments (hereinafter referred to as "Owner"), with its principal office at 2171 San Remo Dr., Sparks NV 89434, and Derek Cole (hereinafter referred to as "Contractor").

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. DOCUMENTS. The Contract Documents includes a description of the work to be performed by Contractor under this Subcontract. Contractor acknowledges that he has carefully examined and studied the contract Documents in their entirety. Contractor further acknowledges that the work of the various Contractors for the Project is interrelated, and Contractor fully understands the character of the work to be performed by him under the Subcontract Documents.
2. WORK COVERED. Contractor agrees to perform in good and workmanlike manner, and to furnish to the Project all labor, materials (all materials shall be new unless otherwise specified by Owner), supplies, equipment, scaffolding, services, machinery, tools, and other facilities of every description required for the prompt and efficient execution of the work (hereinafter referred to as the "Work") as outlined ADDENDUM "A" attached hereto and incorporated herein by this reference. Contractor shall be obligated to perform the Work in strict compliance with the Subcontract Documents and all regulations (including OSHA & all other safety laws) as well as with the provisions of this Subcontract. Contractor acknowledges that the Subcontract Documents permit owner to perform construction or operations related to the Project and that, as a result, Owner may perform portions of the Work, as modified or changed pursuant to the terms hereof.
3. CONTRACT PRICE. For the strict (but not substantial) performance of all its obligations hereunder, Owner shall pay to Contractor the amounts set forth in ADDENDUM "B" attached hereto and incorporated herein by this reference (the "Contract Price").
4. PAYMENT SCHEDULE. So long as Contractor is not in default under any of the provisions of this contract, payment will be made for that portion of the Work completed at the unit price, lump sum price, or prices specified in accordance with the payment schedule set forth in ADDENDUM "B" and as payments are received by Contractor from owner. Contractor shall not be obligated to make progress payments to Contractor until Owner has received:
 - (a) City and County inspections;

(b) Reasonable satisfaction that all legitimate complaints involving Contractor's work has been corrected by Contractor.

Any payment made here under or advances made by Owner prior to full completion and final acceptance of the Work shall not be construed as evidence of acceptance of any portion of the Work. Owner shall have the right to make payments to Contractor hereunder by checks payable jointly to Contractor and his suppliers and laborers, or any of them. Owner may deduct from payments due or to become due to Contractor any amounts payable to Owner by Contractor under this Contractor hereunder unless and until Contractor furnishes to Owner, releases of claims of Contractors, laborers, material men and other Contractors performing work or furnishing material under this Subcontract, which releases of claims shall be in a form satisfactory to Owner, and it is agreed that no payment hereunder shall be made, except at Owner's option, unless and until such releases of claims are furnished. IN ORDER TO TO RECEIVE PAYMENT, CONTRACTOR MUST PROVIDE INVOICES BY TUESDAY ON OR BEFORE 5:00 PM BEFORE THE FRIDAY OF PAY. INVOICE MUST INCLUDE (3) PICTURES OF EACH ROOM AND EACH EXTERIOR SIDE OF THE PROPERTY EVEN IF CONTRACTOR IS NOT PERFORMING WORK ON THAT AREA. PAYMENTS TO CONTRACTOR MAY BE PICKED UP BETWEEN THE HOURS OF 4:00 PM AND 5:00 PM ON FRIDAY. NO EXCEPTIONS!

5. RETENTIONS. Owner shall be entitled to retain and withhold from the amount due Contractor without interest that portion of the Contract Price designated as "Retention" in ADDENDUM "B" until Owner deems job complete and for a period of 7 business days thereafter.

6. ADDITIONS, CHANGES, AND MODIFICATIONS TO SUBCONTRACT. The terms and conditions of this Subcontract are not subject to addition, modification or change, unless such addition, modification or change in writing. Any addition, change, or modification made by a duly authorized representative of Owner makes such addition, modification, or change in writing. Any addition, change, or modification made by any other person or persons shall not be binding upon Owner, nor shall Owner have any responsibility or liability for unauthorized additions, changes, or modifications to this Subcontract. No addition, change, or modification made as herein provided shall void this Subcontract.

7. ADHERENCE TO PLANS AND SPECIFICATIONS. Contractor shall make no changes in nor shall deviate from the Subcontract Documents. Contractor shall be responsible and liable for any and all damage that may result from such changes or deviations. Contractor will be required at his own cost and expense to cause any of his work to conform strictly to the contract Documents, unless a written authorization of Owner executed in accordance with paragraph 6, addressed to Contractor, shall be given, setting forth in detail what specific changes may be made. Should there be any discrepancy between the plans or the specifications, or both, and any governmental laws or regulations, then those, which are more stringent and/or maximum, shall govern. Owner assumes no responsibility for failure of the plans or specifications of the Subcontract Documents to meet with governmental laws or regulations, and it is conclusively presumed that the Contractor is familiar with said governmental laws or regulations, regardless of the provisions of the Contract Documents. Contractor agrees that should any change be required by any governmental authority, such change shall be made by Contractor without increase in the Subcontract Price, Owner agreeing only that it will use its best efforts to have the Subcontract Documents meet with the requirement of governmental authority. If any of the Contract Documents

provide for any performance contrary to any such laws and regulations, Contractor shall be required to notify Owner, in writing, prior to the correction of such Contract Documents to comply with the applicable law or shall be required to notify Owner, in writing, prior to the correction of such Contract Documents to comply with the applicable law or regulation and Contractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Owner in accordance with Paragraph 6 of this Subcontract.

8. EXTRAS. It is agreed that all labor, material, and equipment furnished by Contractor shall be deemed to be included within the Contract Price, even though the labor, materials, and equipment are not specifically required or demanded in this Subcontract or the Contract Document, and that the same nevertheless shall be deemed to be included within the scope of labor, materials, and equipment properly and necessarily required for the performance of the Work. Owner, at any time during the progress of the Project, may order in writing changes, additions, or modifications to the Contract Documents in accordance with Paragraph 6, and the same shall not void this Subcontract, but the value thereof, as designated by Owner in such written authorization, shall be added to or deducted from the Contract Price as the case may be.

9. TAXES. The Contract Price includes the payment by Contractor of any tax under any law now existing, or which may hereafter be adopted by Federal, State, local or other governmental authority, taxing the materials, services required or labor furnished, or any other tax levied by reason of the performance or the Work.

10. COMMENCEMENT AND COMPLETION OF THE WORK. Contractor shall prosecute the Work in a prompt and diligent manner whenever such Work, or any part of it becomes available or at such other time or times as Owner may direct, and so as to promote the general progress of the construction of the Project. Contractor agrees to perform the Work in a prompt and diligent manner, commencing the several parts thereof at such times and proceeding therewith in such order as directed by Owner's superintendent, and agrees to finish the several parts and the whole of the Work, so that in conjunction with other trades engaged thereon, he will assure the uninterrupted progress of the Project. Contractor will cooperate with related work and will not interfere in any manner with the work of Owner or other Contractors. In the event of any conflicts in the construction schedule of Contractor and Owner or any other Contractor, Owner shall decide which work shall have precedence and the decision of Owner shall be final.

11. COOPERATION BY CONTRACTOR; ATTENDANCE, MEETINGS. Contractor shall cooperate with Owner in scheduling and performing his work to avoid conflict or interference with the work of others. Contractor agrees to use his best efforts to attend all meetings, upon twenty-four (24) hours notice, written or oral, called by Owner concerning the Project. Should Contractor fail to so attend two (2) such meetings (whether or not consecutive) Owner may terminate this Subcontract, and Owner shall have all rights or remedies provided at law or in equity, including those specified in Paragraph 21.

12. LINES, GRADES AND MEASUREMENTS. Contractor assumes full responsibility for the proper interpretation of all lines, levels, and measurements and their relation to bench marks, property lines, reference lines, and the work of Owner or other Contractors in all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the conditions shall rest entirely on Contractor. No variations from specified lines or grades or dimensions shall be made except on written authority of Owner. All portions of the Work shall be made to conform to actual, final conditions as they develop in the course of

construction.

13. RELATED WORK. By commencement of the Work hereunder, Contractor acknowledges that all related, adjacent or dependent work, services, utilities, or materials are acceptable to him. Unless prior damage is reported in writing by Contractor to Owner, Contractor hereby waives any and all claims for damages or extras with respect to defects in or failure of such work, services, utilities or materials.

14. INTERRUPTION OF WORK. If, as a result of fire, earthquake, act of God, war, strikes, picketing, boycott, lockouts, nonpayment by property owner, nonpayment by construction lender or other causes or conditions beyond the control of Owner, Contractor discontinues the Work prior to its completion, then Contractor shall resume performance as soon as conditions permit, or if Contractor shall discontinue construction because Owner shall consider it inadvisable to proceed with the Work. Contractor will resume the Work promptly upon receiving written notice from Owner to do so, and Contractor shall not be entitled to any damages or compensation on account of cessation of the Work as a result of any of the causes mentioned above.

15. CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK. All defects in material used or work performed under this Subcontract as designated by City or County inspectors, Owner or Owner, and which are brought to the attention of Contractor, shall immediately be corrected by Contractor to the satisfaction of Owner and the designating person. If any workmanship or materials are declared in writing by Owner, Owner or any applicable governmental authority to be unsound or improper, then Contractor shall, within twenty-four (24) hours after service upon him of written notice from Owner, Owner, or the appropriate governmental authority to that effect, proceed with due diligence to remove from the site all such materials, whether worked or unworked, and shall take down all such portions of the unsound or improper work and shall make good all work in other trades damaged by such a removal. In the event that all or any portion of such work shall be of such a nature, or the time available to complete the whole work shall be so limited, that in the judgment of Owner it would not be a expedient to order the same replaced or corrected, Owner, at its option, may deduct from the payments due or to become due to Contractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.

16. FAILURE TO ADEQUATELY PERFORM. Upon written or oral notification from Owner that Contractor's performance is in any respect unsatisfactory, needs correction or that Contractor has failed to comply fully with the terms of this Subcontract or the Contract Documents, or that the Work has been damaged, Contractor shall, within twenty-four (24) hours after written notification, Owner may terminate this Subcontract and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21. If, in Owner's sole judgment, Contractor displays a pattern of failure to comply with the terms of this Subcontract or the Contract Documents (as evidenced by more than one notice of Contractor's failure to so comply, given pursuant to this Paragraph 16 then, Owner may terminate this Subcontract and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21).

17. DAMAGE TO RELATED WORK. Should Contractor damage the work or installations of Owner or any other Contractor, Contractor shall promptly pay to Owner or such Contractor, as the case may be all cost incurred in repairing the damage. Contractor and his suppliers shall not be permitted to drive any vehicle over

any curb or sidewalk on the Project at any time by any means. Contractor shall take all action necessary to ensure that his suppliers comply fully with the requirements of this Paragraph 17 and shall be fully responsible for all damage to curbs or sidewalk caused by his vehicles or those of his suppliers. All damage to the Work prior to full completion and final acceptance of the Project as a whole, regardless of who caused such damage or how it occurred, shall be promptly repaired or replaced by Contractor at his own cost and expense.

18. HOLD HARMLESS. Contractor will hold Owner harmless from any and all damages caused by defective workmanship or materials, and delays caused thereby, and will pay and reimburse Owner for any and all such damages. In the event any dispute arises as to Contractor's workmanship or the quality of materials furnished, the decision of Owner reasonably made and arrived at shall be binding.

19. GUARANTEE. Contractor guarantees Owner, Owner, and all future owners of the Project, against any loss or damage arising from any defect in materials and workmanship furnished under this Subcontract for the period established in the Contract Documents or, if no such period is established, a period of one (1) year from the date of final acceptance of the Project as a whole. Contractor agrees to execute any special guarantees as provided by the terms of the Contract Documents prior to final payment. Upon written notification of defects from Owner or any such owner, Contractor shall proceed within twenty-four (24) hours of such notice with due diligence, at his own expense, to replace any defective materials or perform any labor necessary to correct any defect in the Work, and upon failure of Contractor to do so, Owner or the affected Owner may furnish or secure, at Contractor's expense, such materials or labor as are necessary to bring the Work up to the required standard, all costs thus incurred thereupon becoming a debt immediately due and payable by Contractor, which debt Contractor shall pay to Owner within fifteen (15) days after written demand from Owner or the affected Owner.

20. DAMAGES TO OWNER FOR DELAY. Inasmuch as Contractor is only one of many Contractors performing services and providing materials to the Project, and since the timely performance of Contractor's work hereunder is essential to the coordination with the completion of the various other Contractors' work, it is mutually recognized that Owner will suffer substantial damage if Contractor fails to perform its work in a timely manner. Contractor agrees to reimburse Owner for any and all liquidated damages that may be assessed against and collected from Owner by Owner, which are attributable to or caused by Contractor's failure to furnish the materials and perform the work required by this Subcontract within the time fixed in the manner provided for herein, and in addition thereto, agrees to pay Owner such other or additional damages as Owner may sustain by reason of such delay by Contractor. The payment of such damages shall not release Contractor from obligation to otherwise fully perform this Subcontract. In the event of such failure or delay in the timely performance of the Work, the damages provided above may, at the option of Owner, be applied against any amount due Contractor hereunder. The remedy herein provided for is to compensate Owner for Contractor's failure or delay in the timely performance of the Work. It is understood and agreed that this remedy is not applicable to any breach or default hereunder by Contractor which results in something other than a delay in performance, and that Owner has the right in addition hereto, to pursue any and all legal and/or equitable remedies as might be available to it in the even Contractor fails in the performance of any of the terms of this Subcontract.

21. RIGHTS OF OWNER ON TERMINATION. In the event of termination of this Subcontract by Owner as provided herein, Contractor hereby authorizes Owner to perform and complete the Work and in connection

therewith, Owner may do any or all of the following:

- (a) Eject Contractor;
- (b) take possession of all materials, appliances, tools and equipment already on the site or intended for the Work, as well as all materials in the course of preparation wherever located, and have any and all rights under all subcontracts of Contractor; and/or
- (c) Go in the open market and secure materials and employ persons which in Owner's judgment are necessary to complete the Work, at Contractor's expense.

Contractor shall not be entitled to receive any further payment until acceptance of the entire Project and then only after the direct and indirect costs incurred by Owner to complete Contractor's work, plus a reasonable allowance for profit for Owner, have been determine. The direct and indirect costs and the allowances for profit shall apply against the Contract Price, and, if in excess of the balance due Contractor, the amount of the excess shall be a debt immediately due and owing from Contractor to Owner.

22. DEFENSE OF PATENTS. The Contractor shall defend all suits or claims for infringement by him of any patent rights that may be brought against Owner.

23. CUTTING, FITTING AND PATCHING; WORK OF OTHERS. Contractor shall, as a part of the Contract Price, do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly, and to fit it to receive or be received by the work of other Contractors, shown upon or reasonably implied by the Contract Documents. Contractor agrees to protect the work of others from damage as a result of his operations. Should Contractor cause damage to the work of any other Contractor, then Contractor agrees to compensate promptly such Contractor to the extent of his damage as provided in Paragraph 17. Should the proper workmanlike and accurate performance of the Work under this Subcontract depend wholly or partially upon the proper workmanlike or accurate performance of any work or materials furnished by Owner or other Contractors on the Project. Contractor agrees to use all means necessary to discover any such defects and report same in writing to Owner before proceeding with his work which is so dependent; and shall allow Owner a reasonable time in which to remedy such defects; and in the event he does not so report to Owner in writing, then it shall be assumed that Contractor has fully accepted the work of others as being satisfactory and Contractor shall be fully responsible thereafter for the satisfactory performance of the Work covered by this Subcontract, regardless of the defective work of others.

24. CLAIMS OF CONTRACTOR FOR DELAY OR DAMAGE. Contractor expressly waives any and all rights to make claim or be entitled to receive any compensation or damages for failure of Owner or other Contractors to have related portions of the Work completed in time for the work of the Contractor to proceed shall have been given to Owner of cancellation reduction in coverage.

25. INDEMNIFICATION. To the fullest extent permitted by law,

- (a) Contractor shall indemnify and hold free and harmless Owner, its officers, trustees, directors and employees, from any and all obligations, liability, liens, claims, demands, loss, damage, costs or causes of action whatsoever (hereinafter referred to as "Liability") to, or brought by, any and all persons, including without limitation employees of Contractor, family members of Contractor or heirs of Contractor, or to property, in any way due to or arising out of or claimed to arise out of performance by Contractor of this Subcontract, however the Liability may be caused regardless of whether the Liability is caused by the conduct

or negligence of Owner, including, but not limited to, the following:

(i) Any loss, cost, damage or expense sustained by Owner, including reasonable attorneys' fees, on account of or through the use or misuse of the Project and the improvements and real estate appurtenant thereto, or any part thereof by Contractor, or by any other person thereon at the invitation, express or implied, of Contractor, or by permission of Contractor.

(ii) Any loss, cost, damage, expense including reasonable attorneys' fees, liability or damages as a result of bodily injury, including death, or property damage, sustained at any time by any person or persons, including without limitation Contractor's employees, family members or heirs, arising out of or in consequence of the performance of the Work whether such bodily injuries or such property damage are due to the negligence of Contractor or any other person. Contractor will pay when due every valid Liability created or incurred by Contractor, his agents, servants or employees excepting only the payment to Contractor of the Contract Price at the time and in installments as provided in ADDENDUM "B", subject to the obligations of this Subcontract.

(b) Notwithstanding the foregoing, the indemnity agreement created herein shall apply to indemnify and hold harmless the Owner, its officers, directors or employees against any liability or any and all damage, loss or expense resulting from death or bodily injury to persons or any injury to property arising from the sole negligence or willful misconduct of Owner, its officers, agents, trustees, heirs, employees, servants or independent contractors who are directly responsible to Owner.

(c) Contractor agrees not to allow anyone on Project who is not a direct employee of Contractor. If Contractor allows anyone on site other than a paid employee of its company, then Contractor is fully liable for any and all losses that may happen to that individual including injury or death.

26. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Contractor to Owner during the term of this Subcontract shall be that of an independent contractor. Contractor shall take any and all actions necessary to maintain said independent contractor relationship throughout term of the Subcontract, and Contractor shall at no time be considered an employee of Owner.

27. CLEAN-UP AND STORAGE. Contractor shall maintain, to the satisfaction of Owner, all work sites in a clean, neat, and safe condition and shall comply promptly with any instructions from Owner with respect thereto. As the Work is completed Contractor shall remove from the site thereof, to the satisfaction of Owner, all of Contractor's rubbish, debris, materials, tools and equipment and, if Contractor fails to do so promptly, Owner may remove the same to any place of storage or any dumping ground at Contractor's risk and expense and without incurring any responsibility to Contractor for loss, damage, or theft. All storage and removal costs thus incurred by Owner shall be deducted from any payment or balance due Contractor hereunder.

28. INTEREST RATE ON CHARGEBACKS. Whenever any monies are expended or costs or expenses are incurred by Owner on behalf of or on account of Contractor, for which Contractor should have paid or for which Contractor is required to reimburse Owner, or if Owner continues or completes the Work after default by Contractor, Contractor shall pay to Owner interest at the rate of ten percent (10%) per annum. The said interest charges shall accumulate from the time said monies are expended or said costs or expenses are incurred until the same are paid to Owner by Contractor. Nothing herein contained shall be construed as requiring Owner to make any such expenditure, advance any such monies, or incur any such expenses.

29. USE OF OWNER'S EQUIPMENT. The use of any of Owner's equipment, rigging, blocking, hoist, or

scaffolding by Contractor given, loaned or rented to Contractor by Owner shall be upon the distinct understanding that Contractor use the equipment, rigging, blocking, or scaffolding at his own risk and takes the same "as is" and Contractor assumes all responsibility for and agrees to hold Owner harmless from all claims or damages whatsoever resulting from the use thereof, whether such damage results to Contractor or his own employees or property or to other persons or the employees or properties of other persons. Nothing herein contained shall be deemed to permit any such use by Contractor without the prior written consent by Owner.

30. PERMITS AND LAWS. Contractor shall promptly obtain, at his expense, and before commencing any portion of the Work, all permits and licenses required for the Work. Contractor shall comply with all laws, ordinances, rules, regulations, orders, and requirements of the applicable city and county government, the State, and Federal government, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might affect or apply to the Work. Contractor shall exhibit each such required permit or license to Owner upon its request.

31. ASSIGNMENT. Contractor shall neither assign nor subcontract the whole or any portion of this Subcontract or the payments hereunder without first obtaining in each and every instance permission in writing from Owner, and then only subject to, and upon the same terms and conditions as, the provisions of this Subcontract. Any permission granted by Owner shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract by Contractor made without the consent of Owner as herein provided shall be null and void and shall at the option of Owner be grounds for termination of this Subcontract, and Owner shall have the right to elect to proceed in accordance with the provisions of Paragraph 21. Any such assignment or subcontract shall contain all of the provisions of this Subcontract and shall require the assignee or Contractor thereunder to be directly liable to Owner in all respects as herein required of Contractor. Any assignment of this Subcontract or assignments of payments permitted by Owner shall be submitted to Owner for its prior written approval and shall not be binding upon Owner until so approved. No assignment shall relieve Contractor from his duties, obligations, and liabilities hereunder, unless specifically relieved in writing by Owner.

32. LIENS. Contractor shall pay when due all claims for labor or material incurred by him in the performance of this Subcontract if any lien of mechanics or materialism, or attachments, garnishments or suits affecting title to real property are filed against the Property, or any portion thereof, Contractor shall, within ten (10) days after written demand of him by Owner, cause the effect of such lien, attachment or suit to be removed from the Property, or any portion thereof, and in the event Contractor shall fail to do so, this Subcontract may be terminated, at Owner's option, upon twenty-four (24) hours notice to Contractor, and Owner shall have all the rights and remedies provided at law or in equity, including those specified in Paragraph 21. Owner is hereby authorized to use whatever means it may deem best to cause the lien, attachment or suit, together with its effect upon the title, to be removed, discharged, satisfied, compromised or dismissed, and the cost thereof, including reasonable attorneys' fees incurred by Owner, shall become immediately due from Contractor to Owner. Contractor may contest any such lien, attachment, or suit, provided that first he shall cause the effect to be removed from the Property, or any part thereof, and shall do such further things as may be necessary to cause Owner not to withhold, by reason of such liens, attachments or suits, monies due to Owner from Owner. If all terms of this Subcontract are not met by Contractor, then Contractor waives any and all rights to liens and cannot file liens or must immediately remove any existing liens at his/her own costs.

33. **INSOLVENCY OR BANKRUPTCY.** In the event Contractor becomes insolvent, is unable to pay his current obligations or commits any act of bankruptcy, this Subcontract may be terminated at the option of Owner upon twenty-four (24) hours' written notice to Contractor, and Owner shall have all the rights or remedies provided at law or in equity, including those specified in Paragraph 21. Contractor hereby authorizes all financial institutions, material men and individuals, to disclose to Owner, Contractor's financial status, credit and manner of meeting obligations. Contractor agrees in the event it files, or others file a petition for relief under the Bankruptcy Code concerning it, and in the event that its performance hereunder is deemed deficient by the General Contractor during such time that Contractor is considering whether to affirm or reject this contract pursuant to its right provided under the Bankruptcy Code, Owner may seek and obtain substitute performance by any means to make up for and cure any such deficiency until such time as Contractor has made its election to affirm or reject. Contractor agrees that any sums Owner expends to obtain such substitute performance shall be deducted from any and all amounts that are or may become due under this contract.

34. **DEATH OF CONTRACTOR.** If Contractor is a sole proprietor, his death automatically terminates this Subcontract.

35. **JOB SITE SUPERINTENDENT.** During the performance of the Work, Contractor shall furnish to each job site sufficient skilled labor, adequate and suitable materials, tools, and equipment to proceed with the Work. A qualified superintendent or foreman shall be designated for each job site to act as the representative of Contractor on the Project, with the right and power to obligate Contractor. Contractor shall continuously employ such superintendent or foreman on each job site wherein Contractor is conducting any portion of the Work under the Contract Documents. Such superintendent or foreman shall at all times be satisfactory to Owner and shall not be changed without written consent of Owner. Upon oral or written notice from Owner that such superintendent or foreman is unsatisfactory to Owner, Contractor shall replace him with a person satisfactory to Owner within twenty-four (24) hours.

36. **TIME OF ESSENCE AND WAIVER.** All time limits stated in this Subcontract are of the essence to the Subcontract. A waiver by Owner of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Owner to the delay in the performance of Contractor of any obligations to be performed by Contractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement, of any remedy by Owner in the event of a breach of any term or condition hereof, or the exercise by Owner of any right hereunder, shall not be construed as a waiver.

37. **CONTRACTOR'S WARRANTIES AND REPRESENTATIONS.** As a material inducement to Owner to enter into this Subcontract, Contractor warrants and represents as follows:

- (a) Contractor is familiar with all requirements of the Subcontract and Contract Documents.
- (b) Contractor has investigated the Project and has satisfied himself regarding the character of the Work and local conditions that may affect Contractor's performance.
- (c) Contractor is satisfied that the work can be performed and completed in conformance with the Subcontract.
- (d) Contractor accepts all risk directly or indirectly connected with the performance of this Subcontract.

(e) Contractor warrants that in entering into this Contractor he has not been influence by a statement or promise of Owner or its representatives, but only by the Contract Documents.

(f) Contractor is financially solvent

(g) Contractor is experienced and competent to perform this Subcontract.

(h) Contractor is qualified, licensed in good standing and authorized to do business as a contractor in the State where the project is located.

(i) Contractor is familiar with all general and special laws, ordinance and regulations that may affect the Work, its performance or those persons employed with respect thereto.

(j) Contractor is familiar with the tax and labor regulations and with rates of pay that will affect his performance hereunder.

38. PUBLICITY. Contractor shall not disclose or make public to any media or any persons associated with the news media or by advertisement or any kind or nature that Contractor has enter into his Subcontract with Owner, unless such public release is first approved in writing by Owner.

39. CONFLICT OF LAW. The laws if the State of Illinois shall govern the interpretation, validity and construction of the terms and conditions of this Subcontract.

40. SEVERABILITY. Should any of provisions of this Contractor prove to be invalid or otherwise ineffective, the other provisions of this contract shall remain in full force and effect. There shall be substituted for any such invalid or ineffective provision a provision that, as far as legally possible, most nearly reflects the intent of the parties hereto.

41. SAFETY REGULATIONS. Contractor shall comply with all applicable safety regulations and orders, including, but not limited to, regulations and orders of all Federal, State and local agency in connected therewith, and shall hold Owner free and harmless from any and all claims by reason of Contractor's failure to fully comply with such laws, acts, or regulations.

42. HEIRS AND ASSIGNS. This Subcontract shall insure to the benefit of all binding on the heirs, executors, administrators and successors of the respective parties hereto, and the assigns of Owner.

43. NOTICE. Any notices or statements required or designed to be given under this Subcontract, unless otherwise provided herein, shall be personally served by United States mail to the address set forth below, until notice of a difference in address be given.

47. PLACE OF PERFORMANCE. Execution of this Contractor shall be Owner's principal place in business in the City of Chicago, County Cook, State of Illinois, and the property shall be deemed the place performance of this Subcontract for all legal purposes.

48. ACCIDENTS REPORTS. Contractor shall report to Owner all accidents incidental to the work, which result in death or injury to persons or in damage to property.

49. DEBT TO OWNER: If Contractor fails to cure a warranty issue, owes money to Owner or fails to complete

a Project other than the Project directly related to this Subcontract, Owner may deduct monies from Contractor from this Subcontract without Owner losing any rights that Owner has on this Subcontract or any other Subcontract. No other points or paragraphs of this Subcontract or any other Subcontract can be applied by Contractor.

50. A project checklist will be provided at the beginning of each project. Contractor will complete his share of the "project checklist" that was delivered at the time the work began. Contractor will keep his portion of the project checklist up to date and will return the completed checklist at the completion of the project. If the contractor has any issues during the project in regards to the "project checklist" he will contact the developers immediately.

51. The project manager Colleen Burke will be the primary point of contact for any and all concerns that may arise during the rehab process. Please contact her at 773-552-7900 to schedule draw request, project progress inspections, any project checklist questions, and to schedule the utilities turn on times, etc. If Colleen cannot be reached in a timely fashion, then please call Brian Mineau at 530-251-3205.

In WITNESS, WHEREOF, the parties have executed and delivered this Subcontract on the date first set forth above.

OWNER:

Legion Investments

CONTRACTOR:

TNT Complete Facility Care Inc

Derek Cole

Todd Hartwell

BY: DocuSigned by:
Brian Mineau
5C79E24372E245D...

ITS: Manager

BY: DocuSigned by:
Todd Hartwell
BY: ABBSFDDBF9A34EB..
Derek Cole
8GAF949498884A7..

ITS: CEO & Field Operations VP

The above represents and warrants that they are authorized to execute and deliver this Subcontract for the entity referenced above.

ADDENDUM "A"

DESCRIPTION AND SCOPE OF WORK

Client: Legion investments Price: \$80,000
Address: 2171 San Remo DR. Sparks Nevada 89434
Job title: 7747 S. May St. Chicago Il
Start date: March 27 2017

Demo permit application, architect, floor plan design and actual demo will begin as soon as contract signed and down payment received. It is the intention of TNT to execute these tasks in a manner to limit hold time on completion. The Swift action of this will ensure we are complete and on the market by June

Secure all permits, demo all property, design floor plan, secure architectural drawings, submit for approval, execute complete rehab of property including garage, provide a turn key market ready property estimated time 90 days after plans accepted and permit approved. TNT agrees to completely renovate property and be due diligent getting this project planned and approved to complete.

Work to be completed in a timely manner to satisfactory terms and conditions

PAYMENT TERMS

\$ 20,000 down to secure permits, architect, demo

\$ 15,000 to begin re construction April 17th 2017

\$ 15,000 due April 27th 2017

\$ 13,000 due May 8th 2017

\$ 9,000 due May 18th 2017

Final payment of \$ 8000 due upon punch list completion and key turn over

DUE DATE: All work to be completed by June 1st, 2017.

GENERAL CONTRACTUAL REQUIREMENTS:

- 1) Time is of the essence, and Contractor maybe required to work overtime at his own expense to keep pace with the project.
- 2) Contractor shall be present and work within Owner's established hours.
- 3) Contractor shall mobilize to the site upon notification by the Owner.
- 4) Contractor shall be required to perform multiple mobilizations to perform their work.
- 5) Contractor is responsible for the security of their own stored and installed materials, and the final cleaning of their work until such work is turned over to the owner.
- 6) Contractor shall be responsible for all dust and erosion control that is associated with their work.
- 7) Contractor shall be responsible for their own entire layout from Owner provided control points.
- 8) Contractor's filed representative(s) must walk all required Building & Engineering Inspections when requested.
- 9) Contractor shall attend all required job site coordination meetings, as scheduled by the Owner.
- 10) Contractor shall be responsible to remove all trash and debris from the job site daily.
- 11) Contractor shall only drill and cut structural members, as per the Structural Engineer and building code requirements and limitations. All mechanical or electrical materials shall be installed within the joist and or wall space, unless indicated otherwise on the drawings or directed by Architect.
- 12) Time and material work will not be paid without a previously approved Change Order.
- 13) Contractor shall comply with all Federal, State and local safety regulations.

- 14) All work shall be in accordance with the plans and specifications as prepared by Architect.
- 15) Contractor includes all work described in the plans, specifications, and Architect's bid scope sheet. All work shall be performed in accordance with all Federal, State, and City requirements and standards.

GENERAL CONSTRUCTION REQUIREMENTS:

1. Includes necessary preparation for a complete job, including filling nail holes in woodwork to receive paint stain.
2. Includes caulking of all interior sides of all windows and doors.
3. Includes painting of all doors and frames.
4. Includes painting of all roof penetrations to match roof shingles.
5. Includes installing piping to code
6. Includes protection of existing finished surfaces.
7. Includes all site painting as needed bollards, handrails etc.
8. Includes crew for all punch list touch-up as part of your normal contract.
9. Make smooth transitions between old and new work.
10. All invoicing MUST be submitted to Owner's fax no later than the Tuesday preceding the Friday of payment.

For the construction of:

7747 S. May St.
Chicago, IL 60620

Legion Investments

ADDENDUM "B"

Contract Price

Owner agrees to pay to Contractor for the satisfactory completion of the herein described work the sum of:
\$80,000.00

Weekly payments will be made up to 90% of the work performed until project completion. The Owner will approve the percentage of the work at its sole discretion.

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CV18-00764
2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “8”

Exhibit “8”



Bank Account Transfers

Bank Accounts : 1-877-247-2559 Close X

What's Next?

If we need to contact you for additional verification, we'll call the number in your profile

To cancel this wire transfer request, call us immediately at 1-877-247-2559

You submitted a wire transfer request

saving *****1512

Available Balance: \$33,359.35

From:

To:

Other Account

Wire Amount:

\$20,000.00

Wire Fee:

\$20.00

Total:

\$20,020.00

Request Date:

Mar 23, 2017

Recipient:

TNT Complete Facility Care Inc

Bank Name:

JPMORGAN CHASE BANK, NA

Recipient
Account Number:

603831855

Recipient
Routing Number:

071000013

For Further Credit To / Additional Instructions

7747 South May Street - Legion Investments - Jay Kvam

Authorization and Agreement

A wire transfer request is known as a "payment order" under Article 4A of the Uniform Commercial Code.

1. As a security procedure, we may verify that you authorized this payment order by telephoning you to confirm that you initiated the request. We will generally call you based on the dollar amount of this payment order or if we need to further verify your request. You agree that this "callback" security procedure is commercially reasonable and meets your security requirements. We will not be liable for our refusal to honor any payment order if we are unable to satisfy ourselves that you requested the payment order.
2. You must ensure that the account number of the beneficiary and the bank routing number of the beneficiary's bank are ABSOLUTELY ACCURATE. All banks process and post payment orders by the account number of the beneficiary and by the bank's routing number and not by the name of the beneficiary or by the name of the beneficiary's bank. We will not verify the accuracy of any account number or routing number provided by you.
3. We reserve the right to delay or not to process payment orders (a) to beneficiaries listed on the Specially Designated National lists from the U.S. Department of Treasury, or (b) for any reason related to an Executive Order of the President, Foreign Governmental Embargoes/ Sanctions, or directive of the U.S. Department of Treasury.
4. We cannot revoke or cancel a payment order once it has been sent and we will not be liable to you if we cannot recover any funds already transferred.


5. We will not be liable for the insolvency, neglect, misconduct, mistake, default or delay of any other bank, entity or person whether or not that other bank, entity or person is our agent.

6. Our liability for failure to follow your instructions will be limited to the amount of any payment order lost plus incidental expenses and interest. In no event will we be liable for any present or future indirect or consequential damages, punitive damages or special damages, whether or not we were first advised of the possibility of such damages. We reserve the right to reject any payment order for any reason, including, but not limited to, the lack of sufficient available funds in the account to be charged.

7. You must notify us in writing of any error, mistake or irregularity within 60 calendar days after the payment order was requested. Thereafter, we will have no liability to you.

8. We do not send outgoing international wire transfers to beneficiaries located in other countries.

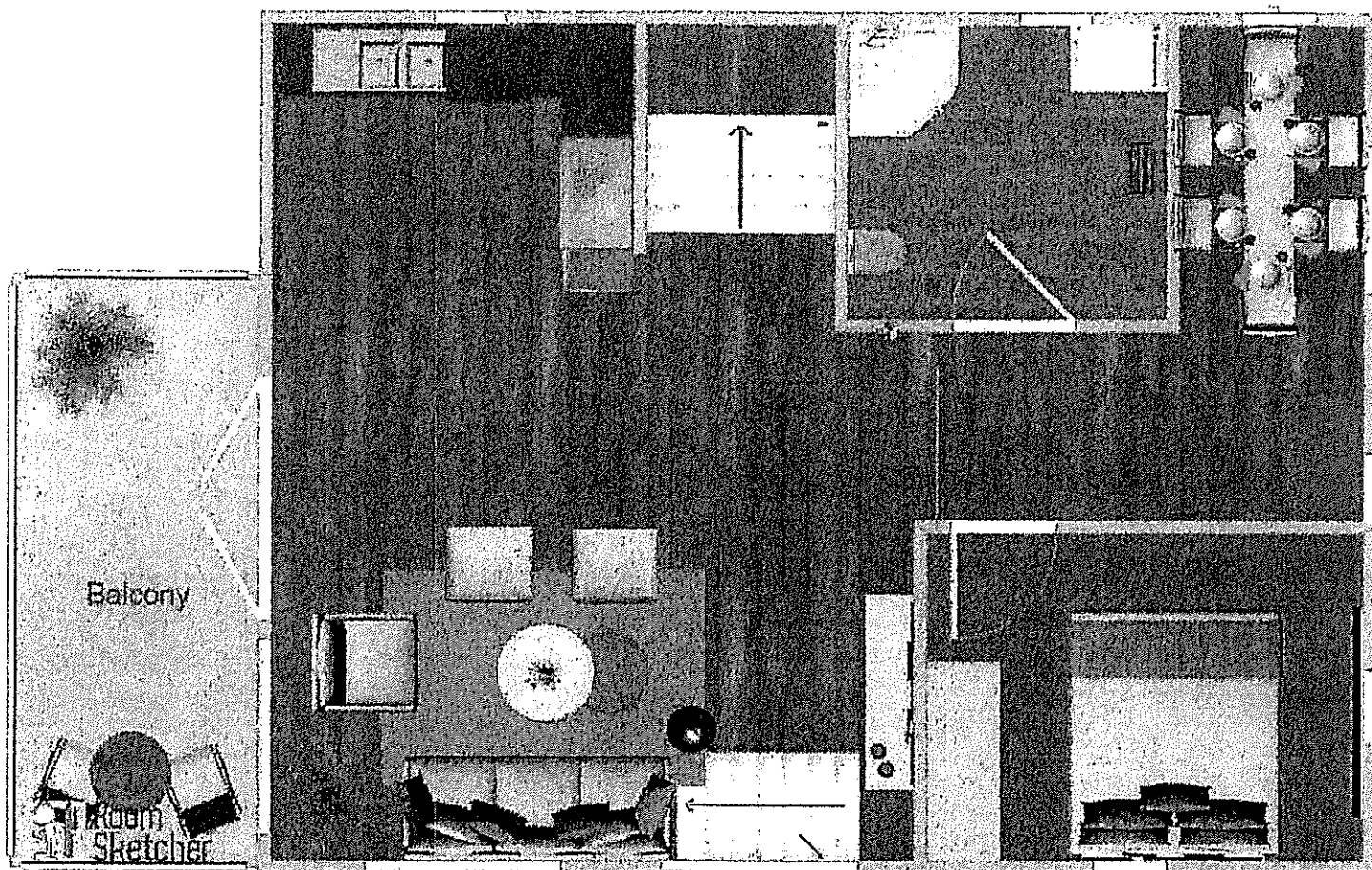
©2009 - 2017
Ally Financial, Inc.

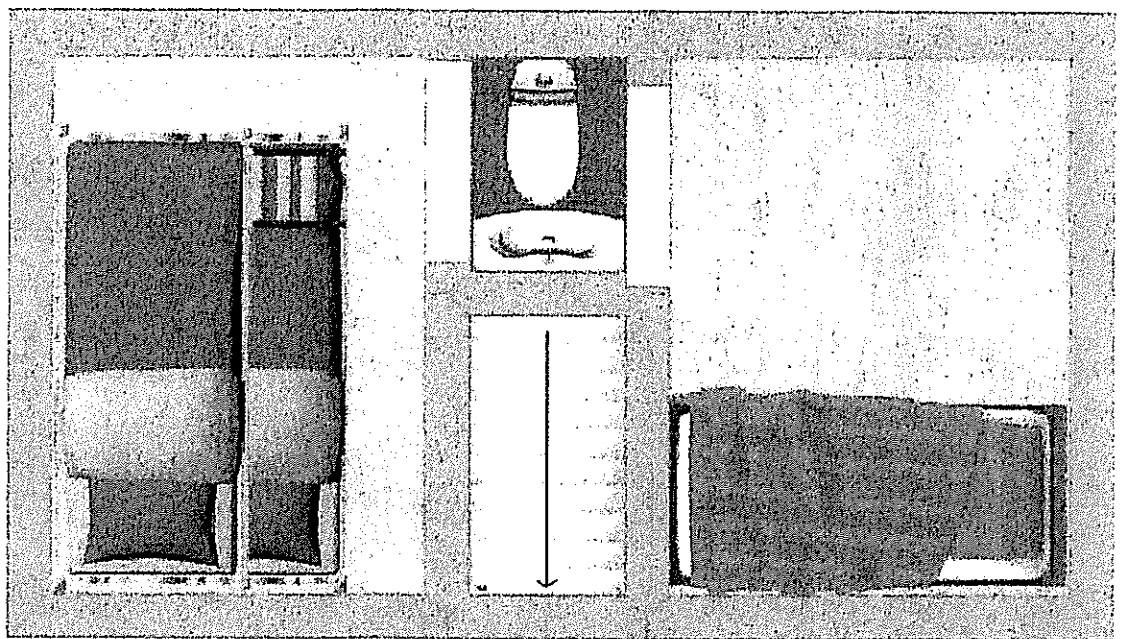
Equal Housing Lender  NMLS: 181005
Ally Bank
Member FDIC

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2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “9”

Exhibit “9”





Room
Sketcher

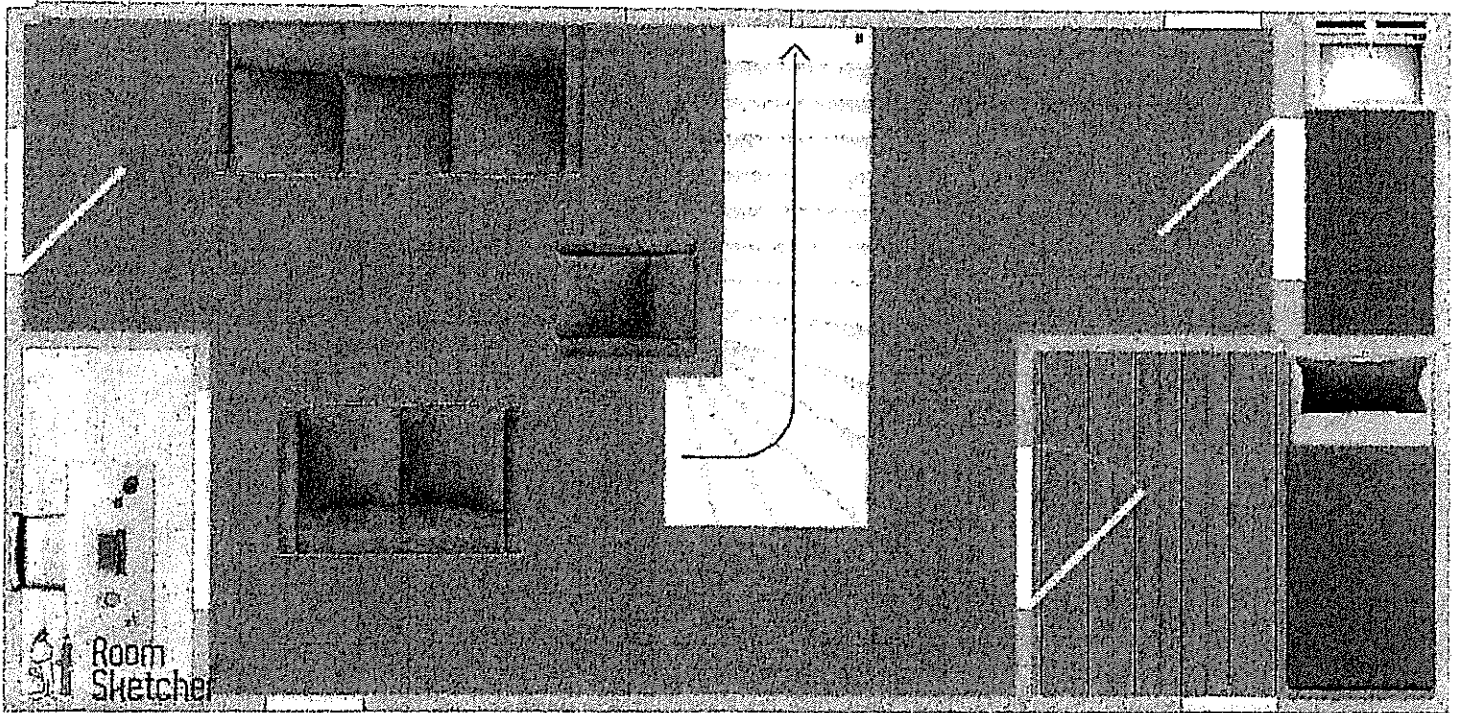


Exhibit “10”

Exhibit “10”



Jay Kvam <kvam.jay@gmail.com>

Fw: may

Brian Mineau <Brian.t.mineau@hotmail.com>
To: Jay Kvam <kvam.jay@gmail.com>
Cc: Michael Spinola <mspinola@onetrusthomeloans.com>

Mon, Apr 10, 2017 at 9:07 PM

No I appreciate the input, I sent an email over to Derek with some if not all of those questions lets see what he comes back with!

v/r

Brian Mineau

From: Jay Kvam <kvam.jay@gmail.com>
Sent: Monday, April 10, 2017 8:24 PM
To: Brian Mineau
Cc: Michael Spinola
Subject: Re: Fw: may

Good evening, Brian,

First, be sure to step outside tonight to take look at the full moon.

As for the floor plans, I look forward to seeing how the 3D model is rendered. These are the only remarks that I have for the lay-outs:

basement

- Where does that inward swinging door on the left lead? Is street access through the basement?
- Does the stairway out of the basement lead to the stairway at the bottom of the 1st Floor map? That must be it. If so, then in relation to the 1st Floor, the basement map should—for my reference purposes—be rotated 90° clockwise. Is that right?
- That must be a bathroom in the upper right. I'm guessing that there's a shower in there? I have the same question as you. Looks like it needs a toilet and sink. The 2D models look somewhat crude. Perhaps they render to a 3D model better.

1st Floor

- A door isn't indicated, but I'm guessing that street access in from the right of the floor, right?

- A minor point, but it seems that the bed should be rotated 90° counter-clockwise such that the headboard is against the wall to the right.
- Pretty good lay-out for that floor, overall. I think that it would make a good pad. The only thing that I'm not sure about is trying to squeeze that sliver of a dining room in. To me it just feels like too much of a compromise and overreach. If someone wants a formal dining room, then maybe this size house isn't for them. I don't know the dimensions. What if the dining room were dropped and the bathroom were shifted right; the newfound space between the bathroom and the stairway to the 2nd Floor could be converted to a closet. The house seems to lack storage and a nice sized closet could go a long way for the resident. Just my 2 cents.
- There will be banisters against the left and top of the stairwell to the basement, right? Given the proximity to the living room that seems like a potential hazard.
- Situating the sink in front of that kitchen window would be the classic configuration. Right now, it's a bit to the left. I think that beneath the window might be the better position.

2nd Floor

- Is that a hallway that snakes around on the second floor from the stairway to the left? Seems like wasted space, if so. Perhaps it's a fire escape though; hard to tell. An open floor plan might be better given the smaller size.
- Not sure how one exists the stairwell—left? right?
- Definitely needs a full bathroom. 2 bedrooms and only a toilet and sink could be a problem. The residents would have to go to the basement for a shower.

Not sure that you wanted so much input, but I figure that it's easier—and less costly—to spend my words before any work than afterward, if it just doesn't end up jiving.

sincerely,

Jay

On Mon, Apr 10, 2017 at 7:05 PM, Brian Mineau <Brian.t.mineau@hotmail.com> wrote:

Good afternoon team,

I spoke with Derek and I pre-spoke about the 3d model. Once we approve or make changes to this then the program that makes this generates the 3d model. So if you guys think this looks good and don't want any changes I will have him make the 3d model and send that over.

I am going to ask him if those other two bathrooms are half baths or full baths that's something I noticed / wanted to ask about.

v/r

Brian Mineau

From: derek@tnt24-7.com <derek@tnt24-7.com>
Sent: Sunday, April 9, 2017 11:08 PM
To: Brian Mineau
Cc: Derek Cole
Subject: may

brian here is a layout i came up with to maximize space please let me know

FILED
Electronically
CV18-00764
2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “11”

Exhibit “11”



Jay Kvam <kvam.jay@gmail.com>

You submitted a wire transfer request

Jay Kvam <kvam.jay@gmail.com>

Fri, Apr 14, 2017 at 5:18 PM

To: todd@tnt24-7.com

Cc: Brian Mineau <brian.t.mineau@hotmail.com>, Derek Cole <derek@tnt24-7.com>, Michael J Spinola <spinola_michael@hotmail.com>

See attached for confirmation of the wire having been scheduled for Monday. The branch is closed tomorrow, as may be the Fed, but I was able to get it queued up this afternoon.

On Fri, Apr 14, 2017 at 16:49 Jay Kvam <kvam.jay@gmail.com> wrote:

Thanks for the info, Todd, and the quick chat.

I'm heading to the bank now to set up the wire. It's past the cut-off for today but would go out tomorrow, which will clear the fastest. I'll send you the details once I have them.

On Fri, Apr 14, 2017 at 3:12 PM, Jay Kvam <kvam.jay@gmail.com> wrote:

Good afternoon, Todd,


Does TNT Complete Facility Care assign account numbers to its clients? If so, what's the number for Legion Investments?

For the second draw, I'd prefer to send an ACH Credit payment, which should be deposited directly to the TNT bank account, as it's a bit cheaper, and would arrive by Thursday. I heard that Wednesday was the target date, so this is close. Here are some screenshots that show what I'm trying to set up:

Edit/Delete Biller

Biller Name

TNT Complete Facility Care [Delete Biller](#)

Nickname (Optional) 

Account Number (Optional)

Confirm Account Number (Optional)

Biller Address 1

919 North La Fox Street

Biller Address 2 (Optional)

Biller City / State

South Elgin

IL



Biller Zip Code xxxxx-xxxx

60177

-

Biller Phone Number (xxx)-xxx-xxxx

(224) 535-8616

Account Number — For your protection, we show only part of your account number.

Save Changes


[Cancel](#)

▼ TNT Complete F - mber

\$20000

04/20/2017

primary checkin...

Close 

April 2017

May 2017

	Su	Mo	Tu	We	Th	Fr	Sa		Su	Mo	Tu	We	Th	Fr	Sa
Biller															
TNT							1		1	2	3	4	5	6	
919	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
South	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
(224)	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
Edit/	23	24	25	26	27	28	29	28	29	30	31				
Main	30														

not available from this

We can always fall back on a wire transfer, but I wanted to inquiry with you about this first.

sincerely,

KVAM0195

1081

Jay

On Thu, Mar 23, 2017 at 11:27 AM, <todd@tnt24-7.com> wrote:
Thanks for the heads up.

Thank You,


Todd Hartwell
CEO



PO Box 6017 Elgin IL, 60121

Office: 224-535-8616 | Fax: 224-535-9716

todd@tnt24-7.com | www.tnt24-7.com

 Please consider the environment before printing this email

----- Original Message -----

Subject: Fwd: You submitted a wire transfer request

From: Jay Kvam <kvam.jay@gmail.com>

Date: Thu, March 23, 2017 1:15 pm

To: todd@tnt24-7.com

Cc: Brian Mineau <brian.t.mineau@hotmail.com>, Michael J Spinola
<spinola_michael@hotmail.com>

Good afternoon, Derek and/or Todd,

For your reference, please see below and attached for details regarding and confirmation of the amount, 20 K \$, just scheduled to be wired to your account toward the ongoing rehabilitation work on 7747 South May Street, Chicago, Illinois 60620. It's likely that the wire will go out tomorrow instead of today; my bank's wire cut-off is EDT and earlier than others'.

sincerely,

Jay Kvam

----- Forwarded message -----

From: Ally Bank <email@alerts.ally.com>

Date: Thu, Mar 23, 2017 at 11:07 AM

KVAM0196

1082

Subject: You submitted a wire transfer request
To: kvam.jay@gmail.com

Ally Bank Alert

Hello, Jay Kvam

Reference #: ****1512

We received your wire transfer request.

From:	Ally Bank, XXXXXX1512
Wire Amount:	\$20,000.00
Wire Fee:	\$20.00
Total:	\$20,020.00
Requested On:	03/23/2017
Requested For:	03/23/2017
Beneficiary/Recipient Name:	TNT Complete Facility Care Inc
Account:	JPMORGAN CHASE BANK, NA, xxxxx1855
	7747 South May Street - Legion Investments - Jay Kvam
Additional Instructions:	Kvam

We'll call you at the phone numbers in your online banking profile if we need to contact you for additional verification.

If you didn't make this request or need to cancel this wire transfer, call us immediately at 877-247-ALLY (2559). Otherwise, you don't need to do anything else. We're letting you know because your security is important to us.

Questions?

Call us 24/7 at
1-877-247-2559

Chat with us

Email us

You're receiving this account servicing email as a valued Ally Bank customer.

Please do not reply to this email.

Concerned you've received a suspicious email that appears to be from Ally Bank? Call us at 1-877-247-2559 and we'll investigate.

Ally Bank Customer Care Department, P.O. Box 951, Horsham, PA 19044

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KVAM0197

1083

Ally Bank Member FDIC | [Privacy](#) | [Security](#)

Email ID: AOB10-V1-US-15.4

Exhibit “12”

Exhibit “12”

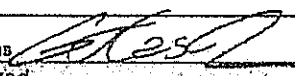


General Wire Transfer Request

Section 1 - Branch Information

Branch #: 3762 Branch Name: MEADOWOOD Branch Phone Number: 775.889.2050
Date Received: 04/14/2017 Time Received: 5:08 p.m.

Name & Title of Person Accepting Instructions: GREG CASTLE, PERSONAL BANKER

Signature of Person Accepting Instructions: 

Section 2 - Method Wire Received

Wire Requested: In-Person (Section 3 Required)

Section 3 - Identification for In-Person Wires

ID Issue State: NV /Type of ID: State Driver's License ID Number: 0800211404 ID Issue Date: 01/18/2017
Expiration Date: 10/01/2022 Additional Information:

Section 4 - Telephone, Fax, and Email Requests Only

Wire transfer requests via telephone, fax, or email may only be accepted from known and existing customers. The employee accepting the request must document how the customer's identity was verified (i.e., the customer was able to verify account transaction history, etc.). Refer to Instructions for Completing K5-A General Wire Transfer Request for detailed identification and documentation requirements. Following privacy, the callback must be performed by someone other than the employee accepting the wire instructions and must be approved by branch management prior to wire initiation. Complete Section 11 to document the callback.

Customer's/Requestor's Full Name:

Documentation for how the Customer was verified

Option 1: Select three different options and document details used to identify the customer. Ownership/Title/Signor(s) option must only be selected once.

Option 2: Customer identified through conversation details - Used to identify "known existing customers".

Section 5 - Wire Information

Customer and Account Information

Debiting Account Number: 153753377719

Account Title (as shown on the system):

JAY J KVAM

Person Requesting Wire (Name): JAY J KVAM

Relationship to Beneficiary:

INVESTOR

Purpose of Wire: ON-GOING CONSTRUCTION WORK

Customer Address (city, state, zip): 7565 MICHAELA DR, RENO, NV 80511

Type and Amount of Wire

Type of Wire: Domestic

Amount of Wire: 20000.00

Is the amount in USD? Yes

INPOC Wire Information

Reason/Purpose for using INPOC GL:

Customer CD/Loan Account #:

INPOC Cost Center & Account:

/1851230

Receiving Bank and Beneficiary Information

ABA/Swift (first bank):

Bank Name (first bank):

Address:

City, State, and/or Country:

ABA/Swift (final bank): 071000013

Bank Name (final bank):

CHASE

Address:

City, State, and/or Country:

Beneficiary Name:

TNT COMPLETE FACILITY CARE INC

Beneficiary Account Number

603831855

Beneficiary Address:

919 NORTH LAFOX, SOUTH ELGIN, IL 60177

Further Credit To/Reference Info:

SECOND DRAW LEGION INVESTMENTS JAY KVAM

Section 6 - International Wire Transfers

All consumer international wires require a Prepayment Disclosure and Receipt Disclosure. Refer to International Wire Transfer Processing for instructions.

In what currency are the funds to be received? (If unknown to sender, select USD).

Type of Currency:

Bank ID Number:

Section 7 - Verification of Funds

The account has been reviewed for the following:

☒ Restraints

☒ Collected Balance

☒ Accessible Balance (Balance details or DEOD screen print attached)

Section 8 - Branch Management Authorization (if applicable)

Required for any of the following scenarios:

- Known/existing customer is documented.
- When using the INPOC account for the wire transfer requested.
- Future dated wires.

- For all wires requested via telephone, fax or email.
- When waiving the callback requirement for telephone, fax or email requests \$5,000 or less.

Signature of Management Approval:

Printed name:

04/2017
K5-A.1

Customer Confidential

Retention: 5 Years

KVAM0005



General Wire Transfer Request

Section 9 - Customer Authorization

Customer Authorization: Customer acknowledges that U.S. Bank and any other bank involved in a wire transfer may rely on the account number, bank number, or other information you provide. U.S. Bank has no duty to detect any mistake in the information you provide and shall not be liable for any resulting transfer errors or loss of funds in accordance with applicable law. Additional fees may be deducted from the transfer amount by other financial institutions involved in the payment process. Customer acknowledges the applicable funds transfer is subject to the rules set forth in the Bank's *Your Deposit Account Agreement*. All transactions are subject to possible limitations under federal law and regulation, including possible restrictions under the rules issued by the U.S. Treasury's Office of Foreign Assets Control. For international wire transfers, the transfer may be made in the applicable foreign currency. In such cases, U.S. Bank or its designee may convert the amount to be transferred from U.S. dollars to the specified currency at U.S. Bank's, or its designee's, applicable rate in effect when the transaction is processed. U.S. Bank provides this rate to the customer upon request. If customer chooses not to convert to local currency at this time, it still may be converted at some point in the processing chain. We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank, in accordance with applicable law. At your request, we may request the beneficiary's bank return funds previously transferred. However, you acknowledge the beneficiary's bank is under no obligation to comply with this request. By signing below, customer agrees to the terms of the Authorization, and represents that customer is authorized to initiate this wire transfer.

Customer Signature: [Signature] Date: 2017-04-14 Future Dated Wire (Initials req'd):
Date to be Sent:

Section 10 - Secondary Branch Management Review / Approval

Section 10.a - Wire Transfer ≥ \$50,000 - Secondary Review must be performed by a member of branch management.

Review, and Initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

Section 10.b - Wire Transfer ≥ \$350,000 - Secondary Review must be performed by a member of branch management. Completion of Exhibit K5-E is required to document the Secondary Review/Approval. This section must only be used if K5-E is inaccessible due to system unavailability.

Review, and Initial or checkmark each of the following: ☐ Inspection of the wire details to ensure completion of all required forms and fields. ☐ Proof that funds have been verified. ☐ Identification has been verified and documented.

One of the following tasks is required (by the secondary reviewer)

<input type="checkbox"/> Customer ID verified in person (complete only if the customer is physically present to the secondary reviewer)	ID Issue State ID Type ID Number Expiration Date ID Issue Date	<input type="checkbox"/> Callback by the secondary reviewer (required if the customer is not physically present to the secondary reviewer. Complete Section 11 below.)
---	--	--

Section 10.c - (The Reviewer's Signature field below is required for all wires reviewed ≥ \$50,000 in Section 10.a or 10.b)

Reviewer's Signature: _____ Date: _____
Name: _____ Job Title: _____ Time: _____

* OPERATOR-ASSISTED WIRES \$50,000 - \$349,999.99: Immediately after initiating the wire transfer, scan and email to E-Fraud Wire Shared/MN/USB.
* OPERATOR-ASSISTED WIRES ≥ \$350,000: Completion of Exhibit K5-E is required with attached documentation of the operator-assisted wire details. Failure to do so may result in the delay or cancellation of the wire transfer.

Section 11 - Callback Verification

Signature of Callback Employee: _____ Printed Name: _____ Date: _____
Callback Confirmed With: _____ Time: _____

Complete one of the following identifying options following privacy.

Option 1: Document three different ways the customer was verified. Verification options include:

- Branch location where the account was opened
- Date & dollar amount of a recent deposit/credit
- Date the account was opened
- Dollar amount & merchant of recent debit
- Dollar amount or payee of a specific check number
- Frequency and sender of a recent direct deposit
- Mother's maiden name
- Online Banking user ID or account nickname
- Opening amount or current balance of an existing CD
- Ownership/Title/Signers of an account
 - Consumer accounts - Document the ownership/title
 - Business accounts - Document the signer(s) of an account

Option 2: Customer Identified Through Conversation Details
- Used to identify "known existing customers":

Section 12 - Operator-Assisted Wires

U.S. Bank Wire Transfer Operator 888-799-4737

Note: The following fields must be completed for operator-assisted wires.

The account has been reviewed for the following: ☐ Restraints ☐ Collected Balance ☐ Accessible Balance (Balance details or DE00 screen print attached)

Initiator Calling In Wire (signature): _____ Name: _____ Title: _____ Date: _____
Wire Transfer Operator Name: _____ Time: _____

Section 13 - Reference Numbers

PAR/Wire Reference Number: _____ IDWires Disclosure Number: _____

04/2017
K5-A.2

Customer Confidential

Retention: 5 Years

KVAM0006

FILED
Electronically
CV18-00764
2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “13”

Exhibit “13”

MINUTES

special meeting

Atlas Investors Southside, LLC

Friday, May 5, 2017

16:45

OneTrust Home Loans
5470 Kietzke Lane Suite 110
Reno, Nevada 89511

directors

Brian Mineau

Jay Kvam

Michael Spinola

Bradley Tammen

A. introductory items

1. roll call

Brian, Mike, Jay, Brad, Derek

2. call to order

The meeting began at 16:45.

B. new business

1. Chicago area towns, cities, and counties

Derek offered the some commentary and advice on the following towns, cities, and counties:

- a. Naperville (DuPage and Will Counties): This is where it's at.; large Hindu population; safe; good education; well-to-do money-wise
- b. Elgin (Cook and Kane Counties): mixed; quiet; faster turn-around

- c. South Elgin (Kane County): ...
- d. Lake County: beautiful; country/city vibe; great place to look for opportunities; 1-hour commute; not as harsh; doesn't cost as much
- e. Kankakee (Kankakee County): There's a company that sells wholesale packages of 5 to 10 house at a time. Derek believes that there could be efficiencies to taking on one of these packages.
- f. Chicago (Cook County): crazy; checker-boarded; a whole block is all brand new, the across the street it's run down

2. Derek's companies and company affiliations

dealings from California to New York

repair and maintenance companies; complex remodeling system

- a. Mall of America: service work
- b. 79 technical firms
- c. Todd is his business partner.
 - Derek runs 8 crews
 - I. 4 electrical
 - II. 2 plumbing
 - III.2 finish-work
- d. CubeSmart
- e. Snyder: 10-year contract
- f. Wilson trucking
- g. Aerotec/AeroTEC/Aerrotek (?): Trying to recruit him at 65 \$ an hour but wants to be with and near family. Money is less valuable as he gets older. Willing to work 100-hour weeks for the next 10 years, then 3 days a week. Wants to buy and keep at least 1 place in Illinois.

- h. Derek will separate from some/other companies to run our crews; he grossed 2 M \$ with one past company.
 - i. In 2 years, one business partner to buy Derek out.
- 3. opportunities
 - a. 1 \$ properties for back taxes
 - b. Derek suggests that old factories could be "ground out" by turning them into condos or lofts. In one area, such flats were going for 170 to 200 K \$ apiece.
 - c. The City of Chicago provides grants to get dilapidated buildings condemned, closed off, and rehabilitated.
- 4. Derek's family and community background
 - a. Derek's brother is an engineer for the Air Force outside of Dayton, Ohio.
 - b. Derek is willing to rove around but requests that wherever he goes, his family goes too.
 - c. Has strong base in Chicago and even stronger in Michigan.

His Amish family in Michigan works faster, cheaper, and better than crews elsewhere.

Amish worker's earn contracts because their labor is cheaper at 2.86 \$ a square foot.

5. work ethic and matters

Derek wants to do things right and is OCD about certain things.

Delivers on time and done right.

Not the kind of person to leave his employers and clients in the dark. Values providing updates and communication.

6. quirks and peculiarities of Chicago

- a. Chicago has own set of rules in may domains.
- b. Multi-family units are considered commercial, even as as units as 2 units (duplexes) are commercial. A Cook County thing. Nationwide the threshold is 5 units.

- c. A permit example for 2 K \$ was stated when elsewhere one runs 64 \$.
 - d. Does not follow the National Building Institute (NBI) code.
 - e. Continental Building Products
 - f. not allowing single family to turn into multi-family; won't allow new multifamily
7. theft, corruption, crime, murder
- a. SimpliSafe has proven effective.
 - b. Thieves and tweekers are after copper. It's not that expensive overall but is relatively costly and is "gold" to these criminals. They will do tens of thousands of dollars worth of damage for the equivalent of 400 to 500 \$.
 - c. Not uncommon for folks to farm out their contractors licenses to straw purchase of contract license; the average street value—straw purchase—of someone's permit is 400 \$.
 - d. A hit was done on a judge and his wife/family in broad daylight at a house adjoining one of Brian's properties.
8. information flows
- a. Jay stated the need to find the right a balance between the need for and flow of financial information from Derek and his sub-contractors to the Company and not being burdensome or distracting to Derek.
 - b. Derek requested a sample of what might be needed.
 - c. Derek also mentioned that for him paper is faster and suggested using FedEx to send packets, including forms.

He is, however, learning to use computers more effectively.
 - d. Brian emphasized that he has a package of forms and documents from LendingOne that is expected, which could serve as the basis for our packet. Brian requested that Jay make special note of this for follow-up.
- Brian also mentioned a 3-day turn-around with LendingOne to process to fund draws.

- e. Derek described that the Company, ultimately, would be signing contracts with the sub-contractors, as they do most of the work.

Brian inquired about how this process would work in practice.

Derek stated that, as the project manager, paperwork would flow from him to the Company and from the Company to him, then he would obtain signatures from the subs. One role of the project manager is middleman/agent.

- f. Derek advised the Company that when signing, to be sure that what the Company and the subs ask for aligns with what the Company wants.

- g. Brad brought up the collaborative tool, Slack, and Derek said that he is fine with texting.

9. bidding/budgeting/estimating

- a. Derek can perform walk-throughs to estimate how much is needed to rehab a property.
- b. He doesn't like to make guesstimates but rather will find the right person to get the job done at the budgeted cost.
- c. Derek doesn't have much of a eye for landscaping and doesn't do much.

10. project volume

- a. Derek expressed that he felt that our projected volume was on the low side and that he would be capable of doing a lot more.
- b. Brian posed the scenario of the Company, making 5 offers tomorrow and getting 3. How quickly could we move? Derek reiterated that our volume was low and stated that he could run crews on 20 houses a month.
- c. Brian expressed concern about the bidding process to which Derek highly recommended calling him before making a purchase so that he can do a walk-through. Jay later in the evening asked whether Derek needed us to arrange walk-throughs with the listing agents or he could do that. He said that he could assume that duty and schedule walk-throughs with the agents.

11. permitting

- a. Derek states that in Chicago it is particularly important to favor refurbishing than tearing down.

<https://www.cityofchicago.org/city/en.html>

- b. Derek recommends always checking building violations and taxes before buying.
- c. The City of Chicago is strictly about not permitting any activity until violations are addressed.
- d. Derek mentioned that there were tickets on May from 8 to 9 years ago.

12. residence situation

- a. Derek brought up that he wanted to clarify house situation. He just would like help getting cost of a house down; to essentially effectively bargain for a deal.

13. cost versus quality equation

- a. Derek has done work from coast to coast.
- b. Taking his people is not most effective; better to send Derek to interview and establish crews and simply fly him home on weekends.
- c. Derek is confident that good people to do good work can be gotten everywhere.
- d. It was said that cheap is not good and good is not cheap. The middle deal is usually the best: not too low nor high end and costly.

14. inspections in Chicago

- a. Legitimate inspections are always signed on the back with a physical signature which can be validated by calling the City. Send email to Derek to assist.
- b. Derek stated that he visits properties 3 days a week: Mondays, Wednesdays, and Fridays.

He either takes photos or has photos taken to check work completion and quality.

15. independent contractor agreement (Brian/Mike)

Derek signed and initialed. Jay is the custodian of the original. Directors have copies.

Mike, the attester, and Jay, the custodian, to have original certified by a notary.

Jay to distribute the certified copy to Derek and the directors.

minutes

Atlas Investors Southside, LLC

Friday, May 5, 2017

16. employment status with TnT Complete Facility Care (AIS, LLC)

Derek to continue to work with Todd.

Todd to principally serve property managerial duties.

C. adjournment

The meeting ended at 18:30.

19:00

Skipolini's Pizza
13971 South Virginia Street Reno, Nevada 89511

directors

Brian Mineau

Jay Kvam

Michael Spinola

Bradley Tammen

A. gathering

Brian, Mike, Jay, Brad, Derek

Dinner began around 19:00.

B. discussion

1. Derek re-emphasizes some towns and cities over the Southside:

- a. Elgin
- b. Aurora
- c. South Aurora
- d. Naperville

2. contracts

- a. Derek also suggested that a few "protective" clauses in the contract wouldn't protect in practice and recommended additional clauses. Brad said that the Company would certainly be willing to listen and examine any issues identified and asked Derek to send specifics, if possible.

3. materials

- a. Talk was made regarding the mark-up on materials from tables to interior finishing.
- b. The low acquisition cost yet high resale price of reclaimed barn wood was discussed.

Derek stated that one could recoup the entire cost of a property by dismantling an old barn and selling bundles of barn wood.

- c. The high cost of asbestos abatement was discussed. An example of 20 K \$ to abate a house was given. The key is not to disturb but instead encase .

4. grants

- a. Derek mentioned that Elgin, in particular, has a bunch of grants. He also mentioned tax credits.

5. inspections

- a. It is vital to get to know code in every area.

C. dispersing

Dinner ended around 18:30.

minutes

Atlas Investors Southside, LLC

Friday, May 5, 2017

22:00

Jay's house

7565 Michaela Drive Reno, Nevada 89511

directors

Jay Kvam

A. arrival

Jay and Derek

Talk began around 22:00.

B. discussion

1. code violations

- a. Chicago: Building violations can be looked up for any address online:

<https://webapps1.cityofchicago.org/buildingviolations/violations/agreement.html>

2. permitting

- a. Chicago: Everything is searchable. Derek can assist with record searches too.

- b. Elgin: easy; The city will place stickers in windows.

3. grant opportunities

- a. Derek advised that the Company really needs to look at these.

An example of 27 Hill Street was mentioned.

- b. Turn-around time can be approximately 2 weeks. Something was mentioned about COI paperwork.

4. inspections

- a. Chicago: 3 ½ week turn-around for any type. Generally, an inspection date is given after 5 days with a 2-hour window of estimated arrival.

- b. Elgin: 2-3 business day turn-around to inspect.
 - c. DuPage County: fewer inspections; no roof inspection, for instance
- 5. due diligence
 - a. Derek will assist.

Derek stated that nothing is hard about this line of work, just need to understand the process.

Derek can accelerate the process.

Derek strongly emphasized that the Company can't get into the sort of problems that have confronted pre-Company projects.
- 6. property management
 - a. Todd can manage multi-family units.
 - b. Todd to start dealing with Brian's units.
 - c. Beneficial to have rapport with Todd.
 - d. Multi-families can provide a longtime pay-out.
- 7. market
 - a. Flipping activity has started to fade due to loss of labor.

Labor has been leaving since the talk of building a wall.
 - b. Derek's work has doubled.

Fewer qualified and willing crews.

Larger firms are looking elsewhere and/or are unwilling to work in the segment of the market in which AIS operates. The bigger guys are going for other things.

Lots of folks do things incorrectly.
- 8. opportunities

- a. 2955 East 80th Place, Chicago, Illinois 60617
- b. 450 N 5th Avenue, Kankakee, Illinois 60901
- c. Port Barrington: Vacation rentals go for 3 K \$ a week.
- d. 95 Paxton Avenue, Calumet City, Illinois 60409
- e. Derek stated that the Company can get more done and faster outside of the Southside.

One of his crews was robbed for all their tools while on site.

- f. wholesale firms

<http://www.bestchicagowholesaledeals.net>

- g. 1 property previously sent in Elgin, asking price 250 K \$, currently pulling 50 K \$ annually.
- h. vacant land

Purchase, then build.

New houses go up faster, are easier to do, and have less to deal with.

9. design

- a. Derek demonstrated how Room Sketcher is used to draft 2D lay-outs from which 3D designs are generated:

<http://www.roomsketcher.com>

- b. These design concepts go to architects for actual draft work.
- c. Derek used 2 architects:

I. Thomas Montgomery

II. Edward Young

10. 7747 South May Street

- a. As soon as print from city comes through 3D sketch to be generated.

minutes

Atlas Investors Southside, LLC

Friday, May 5, 2017

b. May Street to be done in early June.

11. visiting

a. May stay in son's room.

C. departure

Jay dropped Derek off at the airport at 5:45.

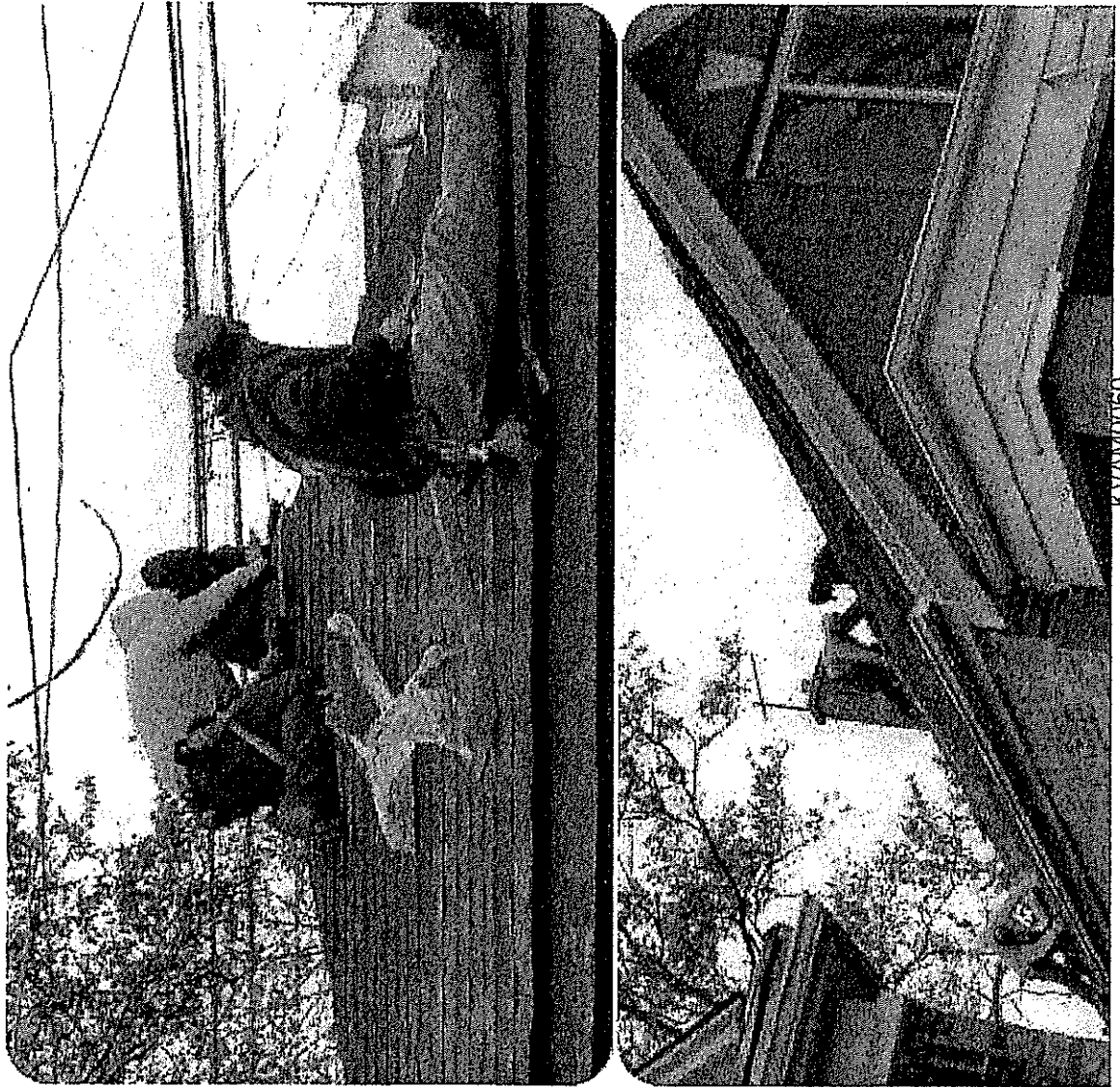
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Electronically
CV18-00764
2020-01-06 03:37:54 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7669936 : csulezic

Exhibit “14”

Exhibit “14”

Brian Mineau, Michael Spinola

Group message



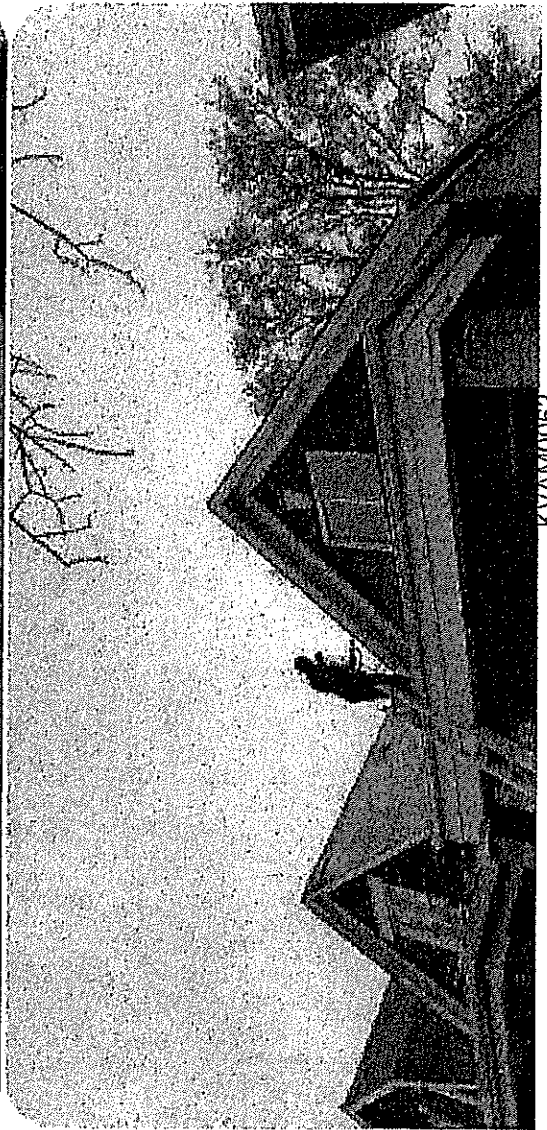
KVAM0060

Brian Mineau, Michael Spinola
Group message



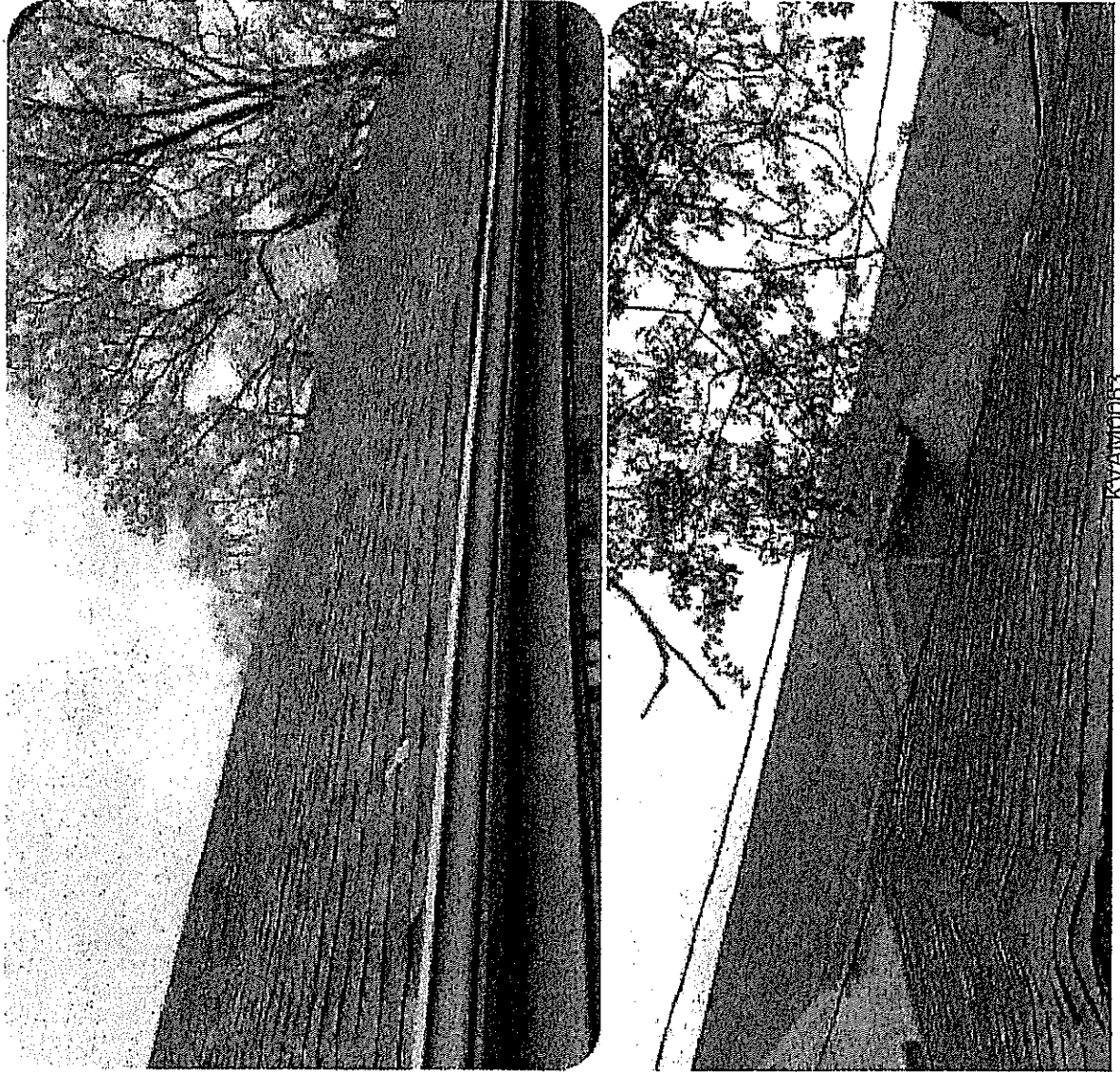
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Brian Mineau, Michael Spinola
Group message

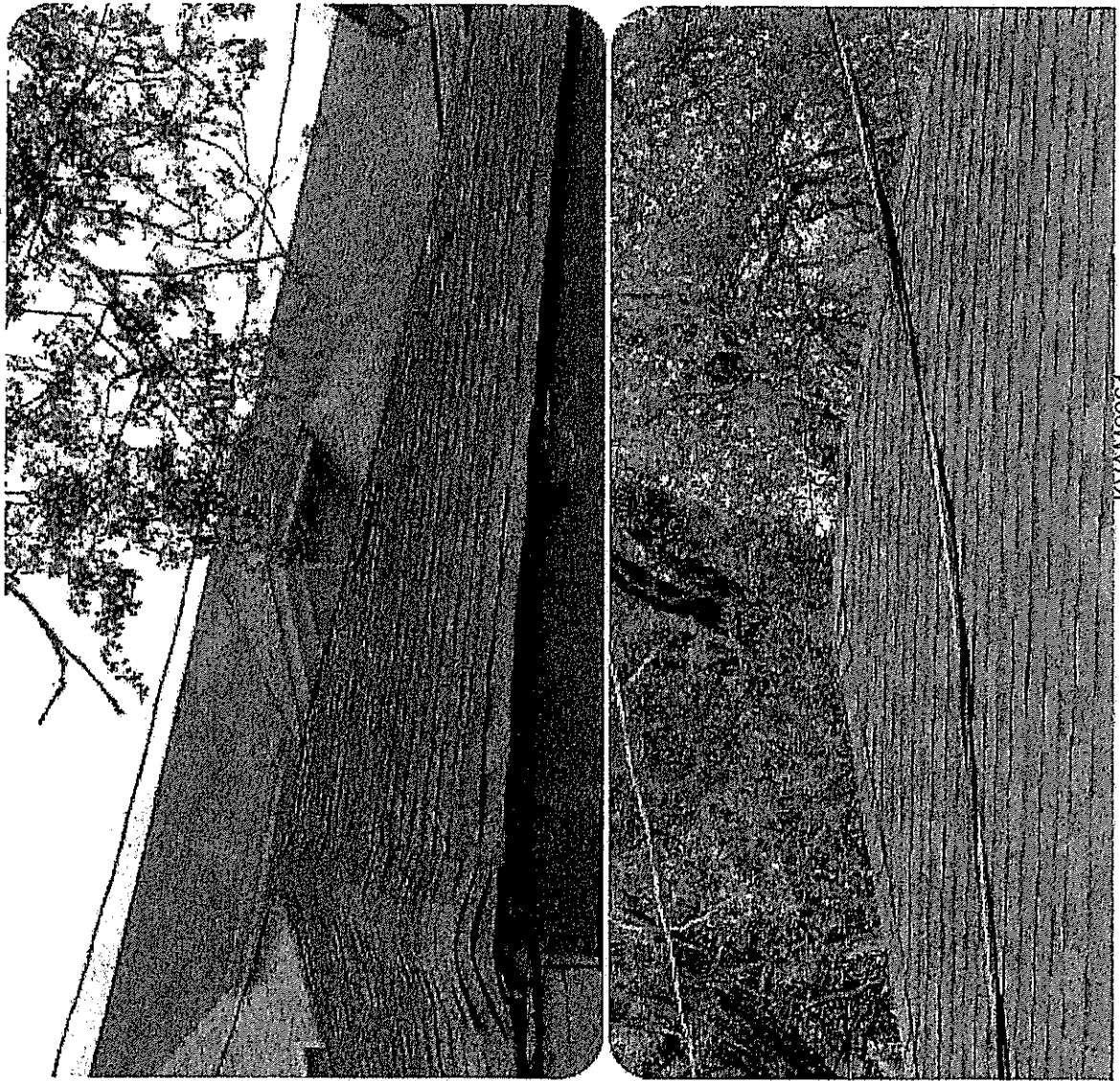


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Brian Mineau, Michael Spinola
Group message

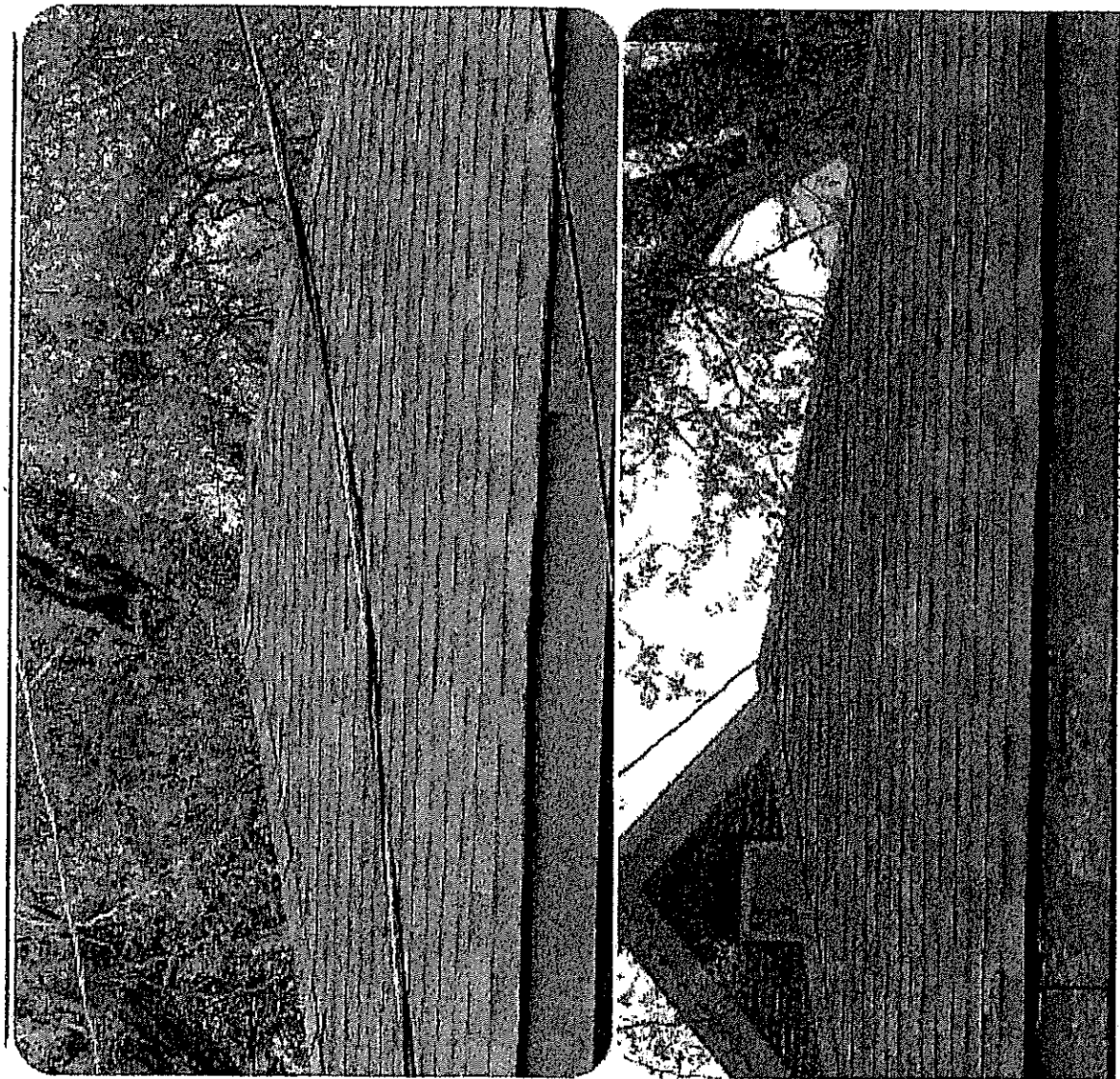


Brian Mineau, Michael Spinola
Group message



KVAM0064

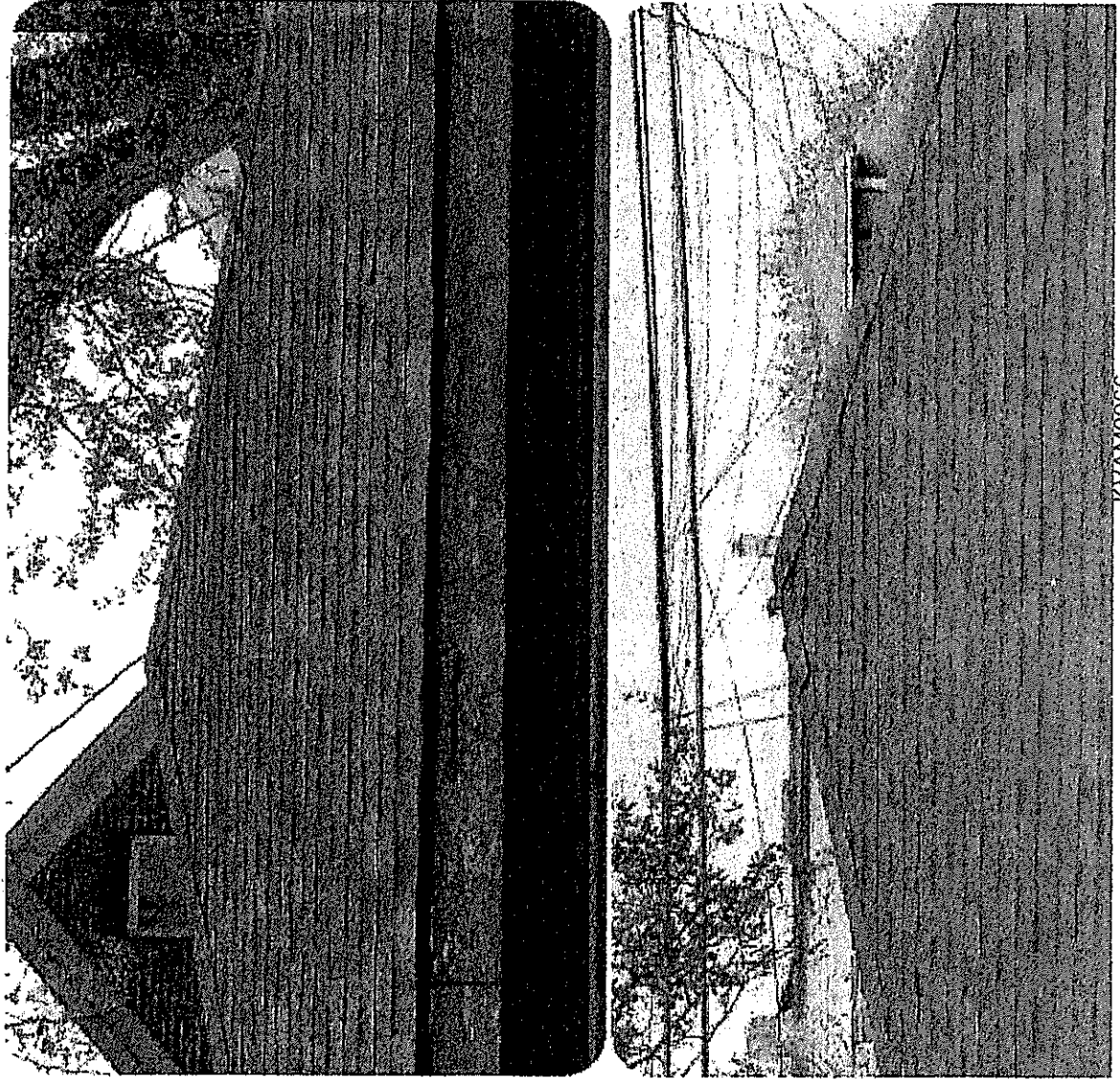
Brian Mineau, Michael Spinola
Group message



KVAM0065

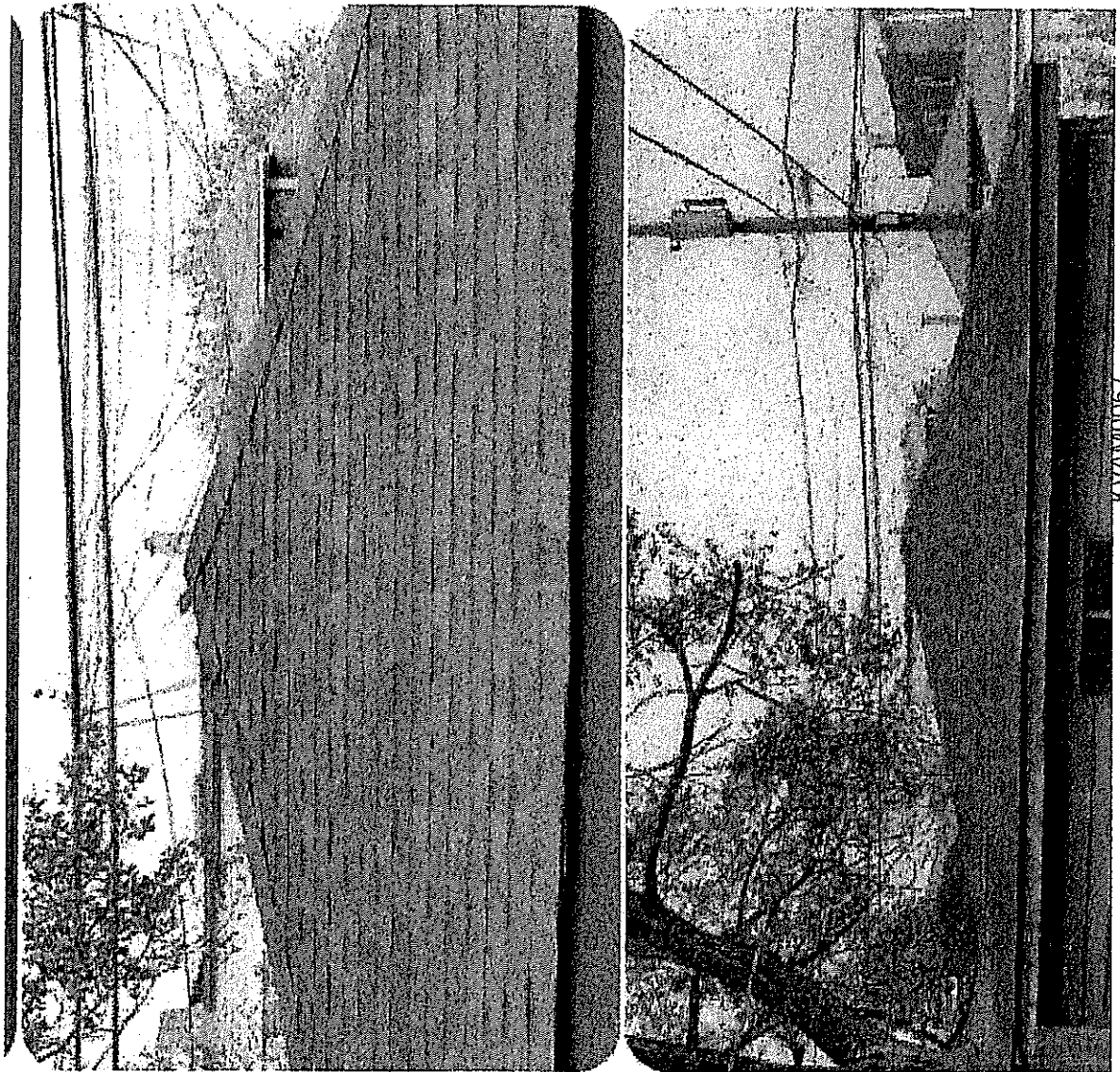
Brian Mineau, Michael Spinola

Group message



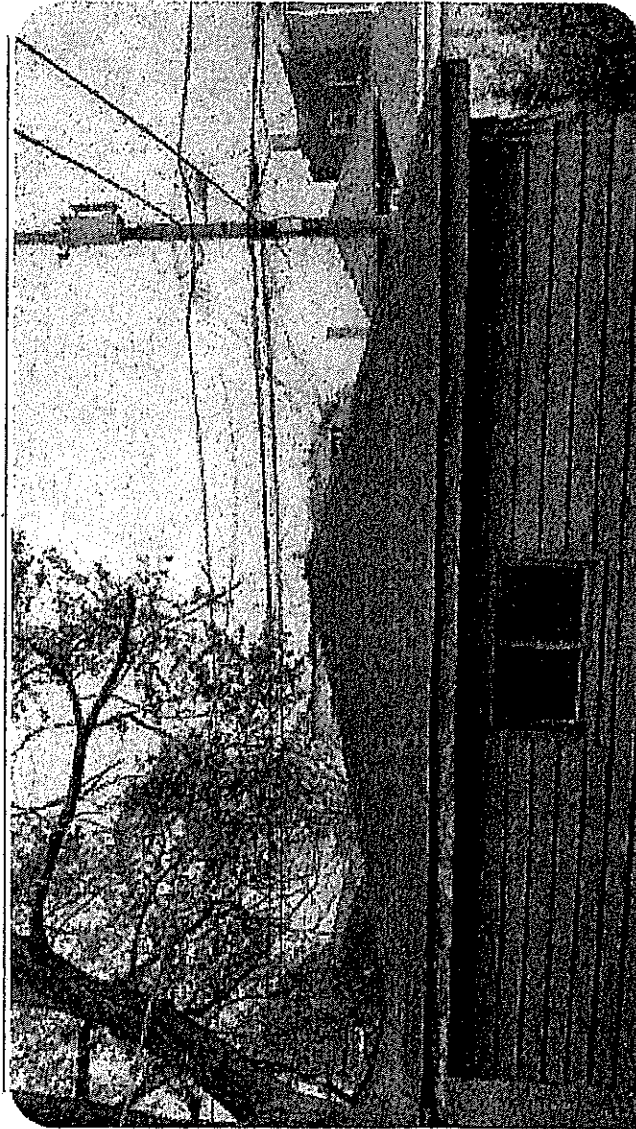
KVAM0066

Brian Mineau, Michael Spinola
Group message



KVAVI0067

Brian Mineau, Michael Spinola
Group message



Good afternoon gentleman, just got this from Derek roof is all done at May street.

Brian Mineau (other) • May 9, 2017

Good news and that looks great! Thanks for sharing.

May 9, 2017

KVAM00068

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Transaction # 7669936 : csulezic

Exhibit “15”

Exhibit “15”

Derek Cole
(517) 918-0570



...

Hey, Derek. It's Jay. Just a quick note to say that I hope that your family are doing well since the car accident. Brian informed us about that over the weekend. You now have my mobile telephone number if you ever need to reach the outside of Slack and email. Take care.



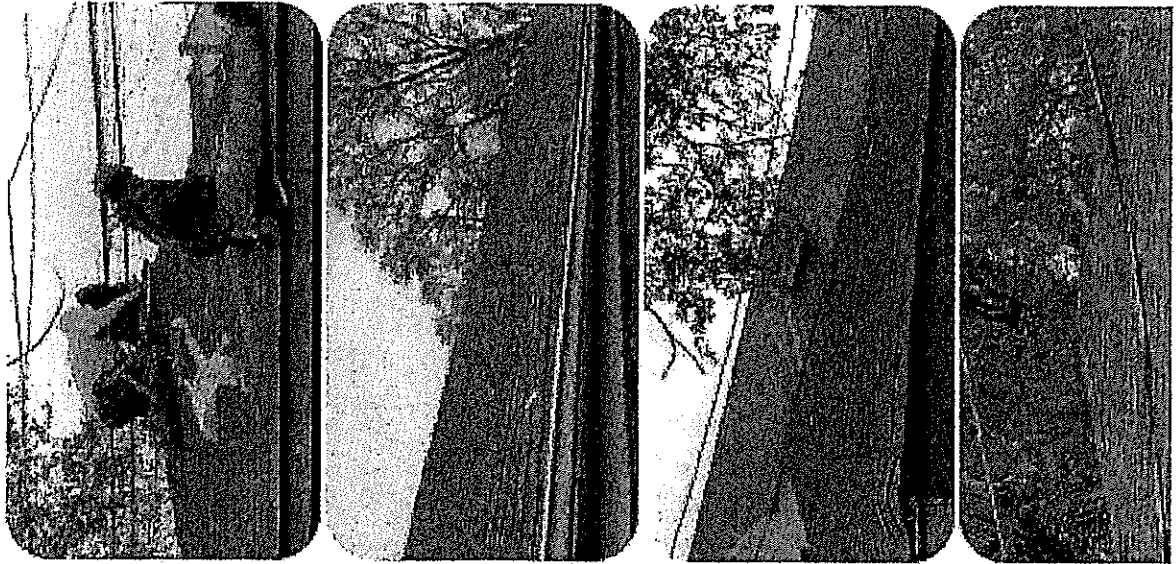
May 15, 2017



KVAM0070

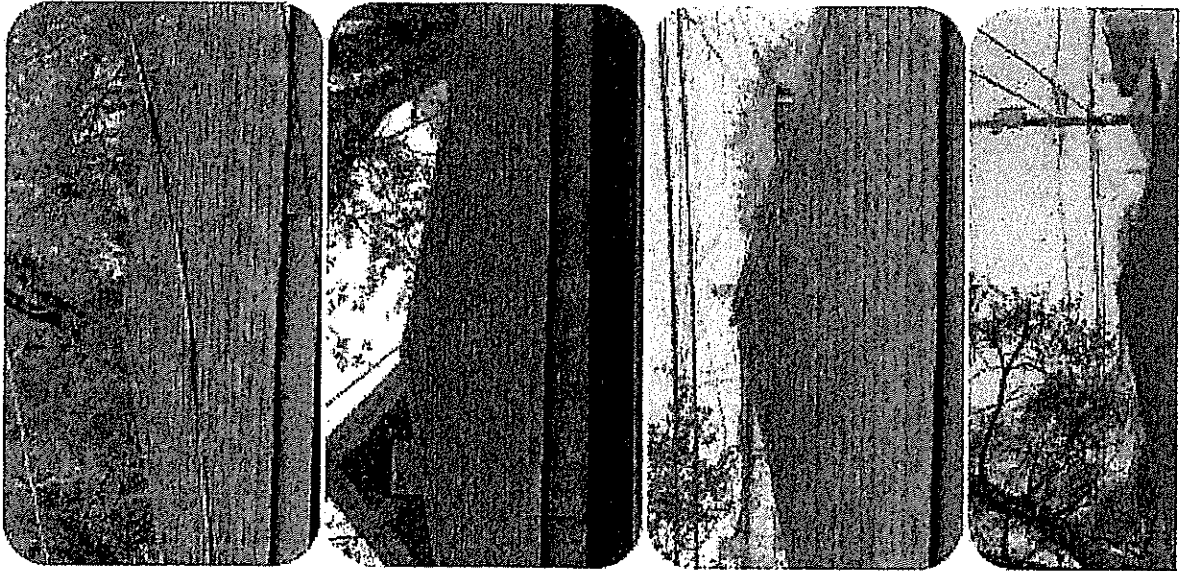
Derek Cole

(517) 918-0570



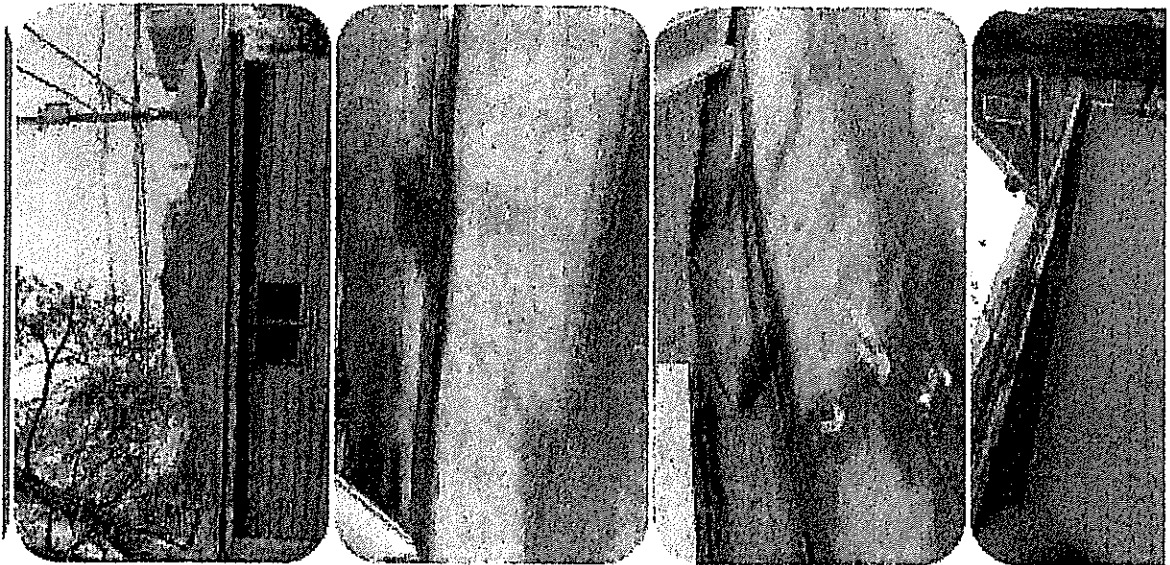
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Derek Cole
(517) 918-0570



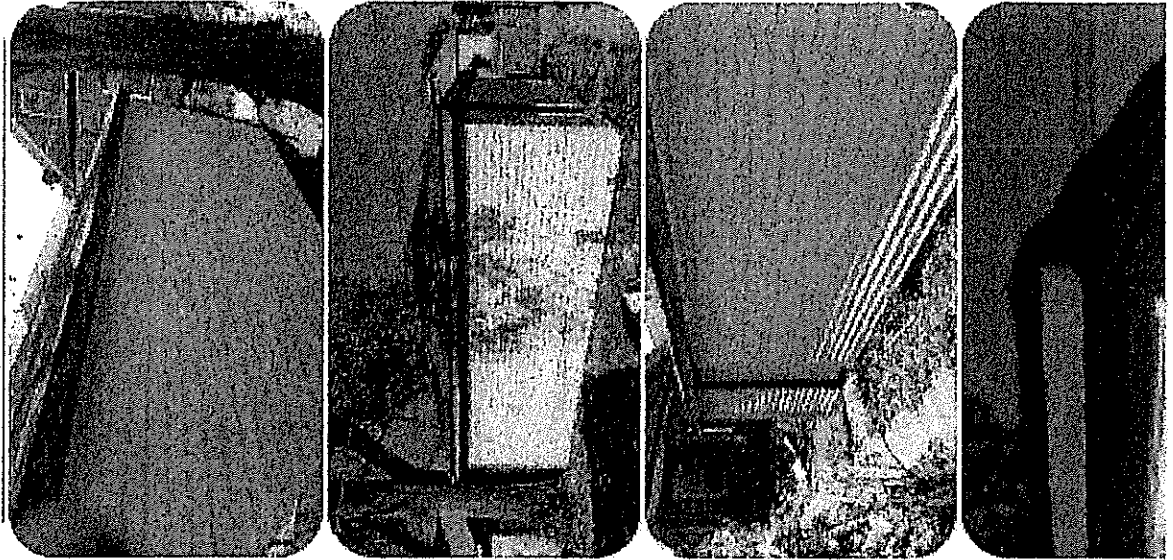
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Derek Cole
(517) 918-0570



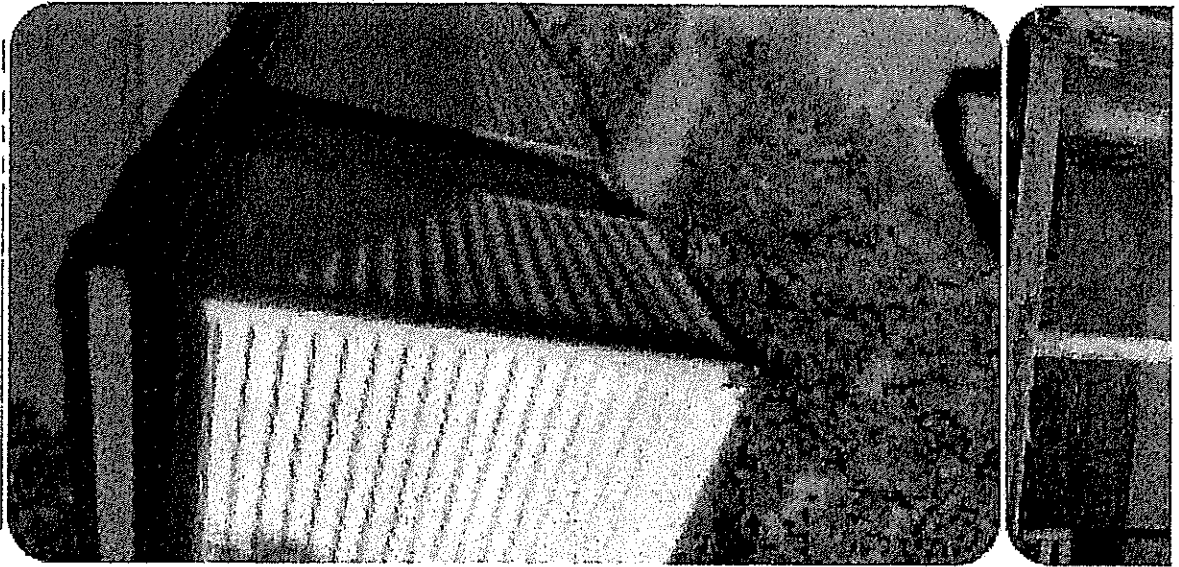
KVAM0073

Derek Cole
(517) 918-0570



KVAM0074

Derek Cole
(517) 918-0570



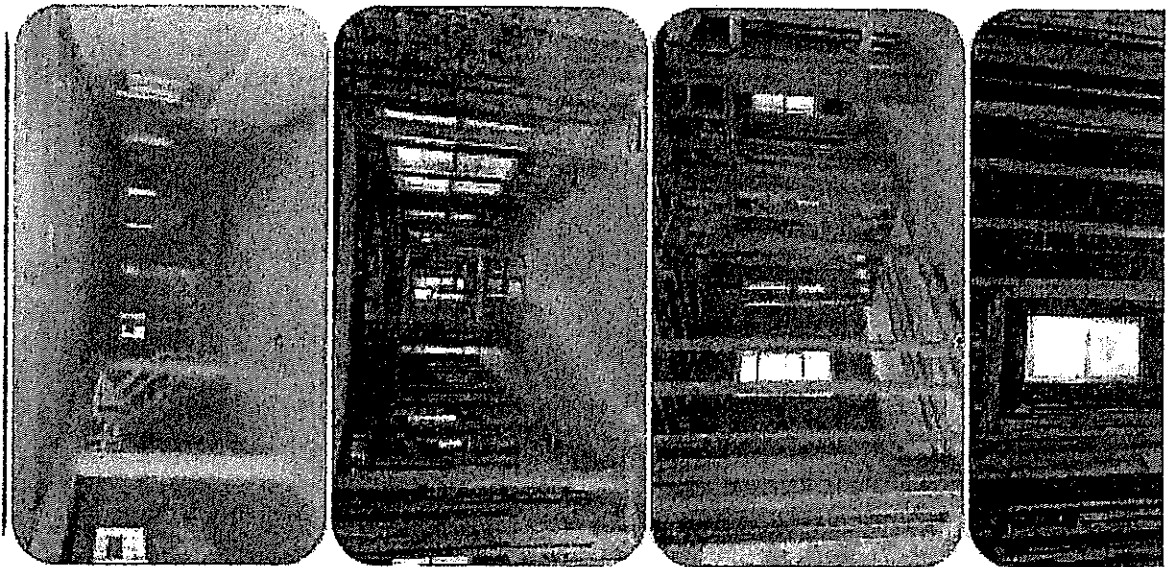
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Derek Cole
(517) 918-0570



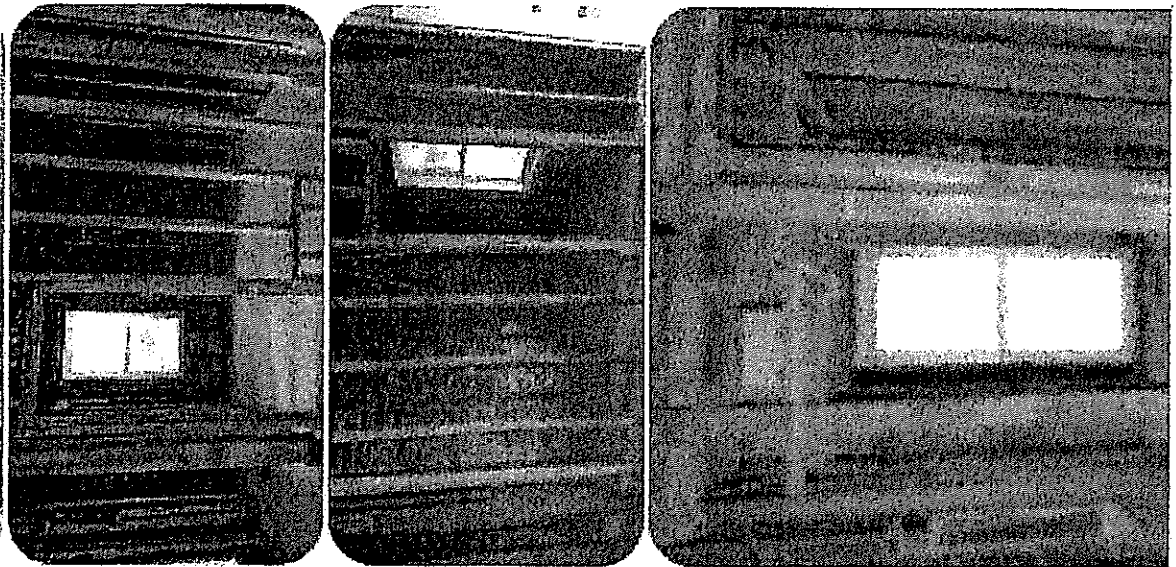
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Derek Cole
(517) 918-0570



KVAM0077

Derek Cole
(517) 918-0570



KVAM0078

Derek Cole
(517) 918-0570



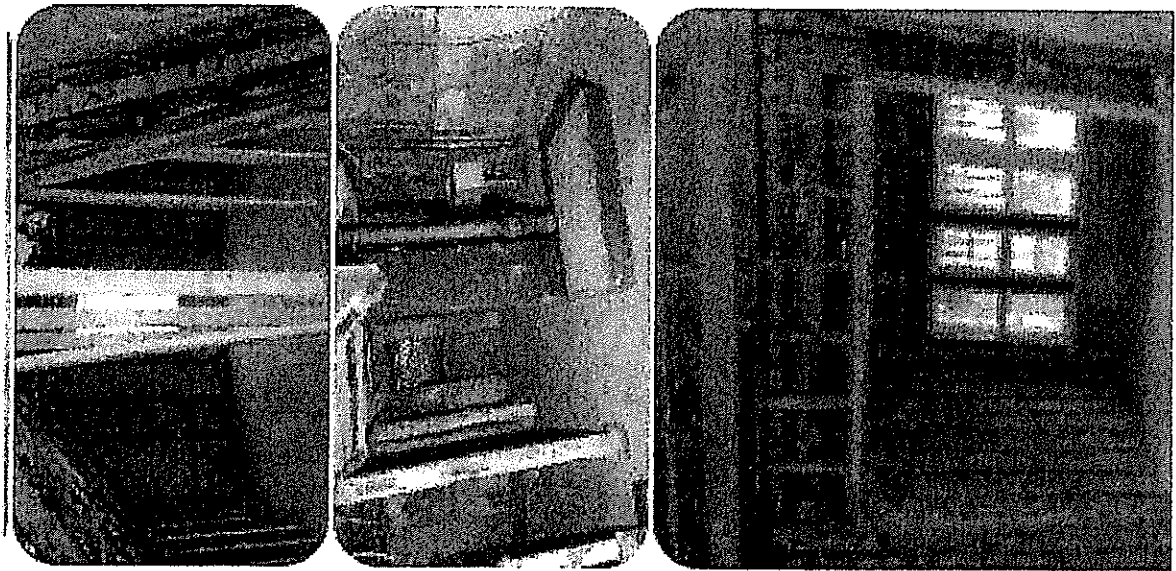
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Derek Cole
(517) 918-0570



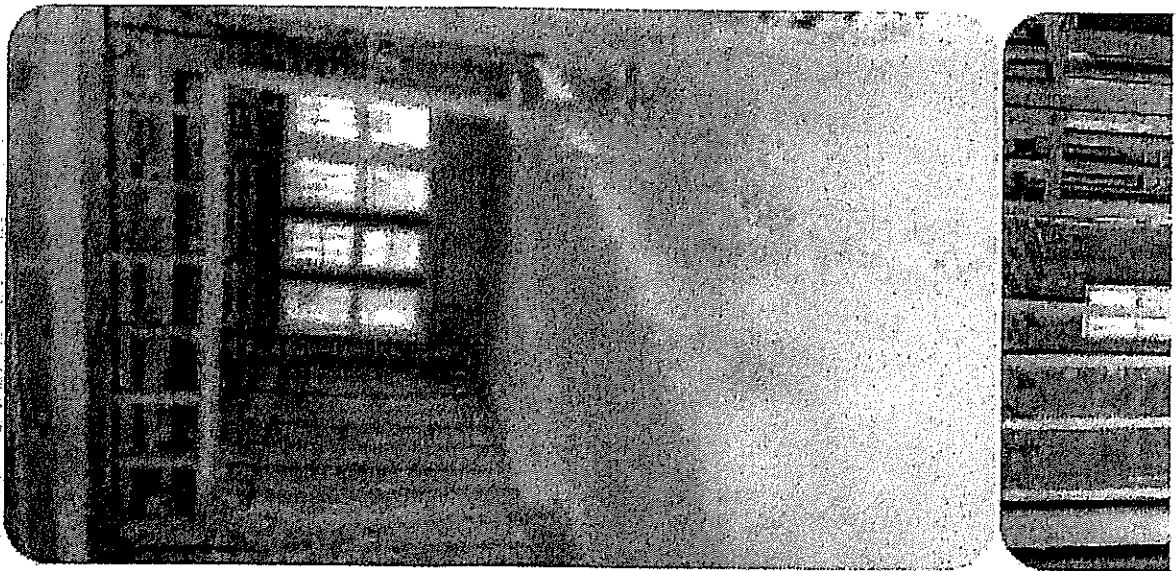
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Derek Cole
(517) 918-0570



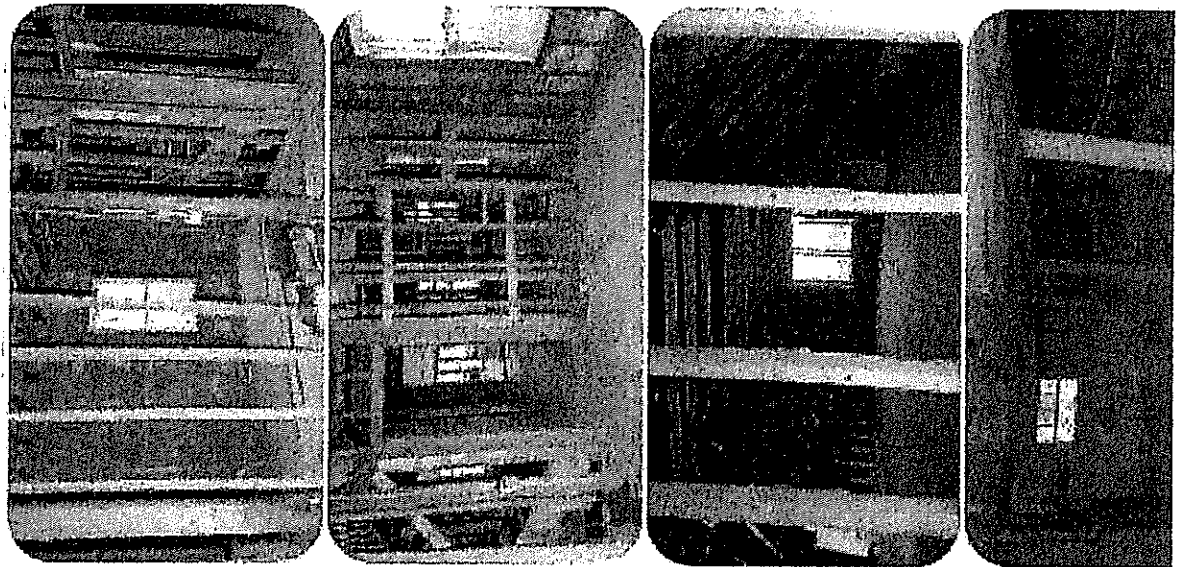
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Derek Cole
(517) 918-0570



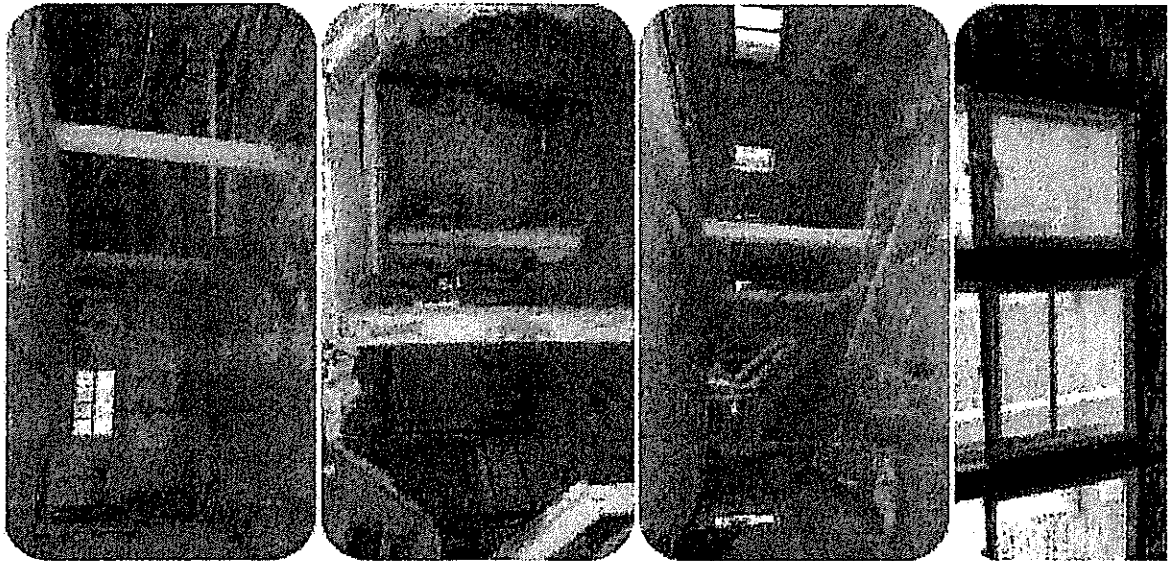
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Derek Cole
(517) 918-0570



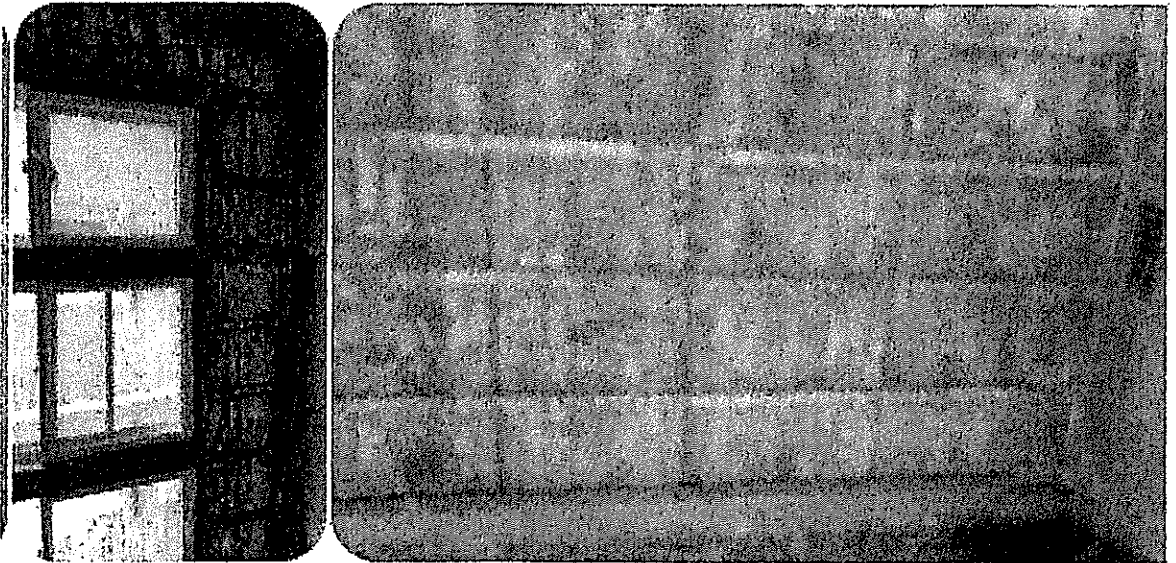
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Derek Cole
(517) 918-0570



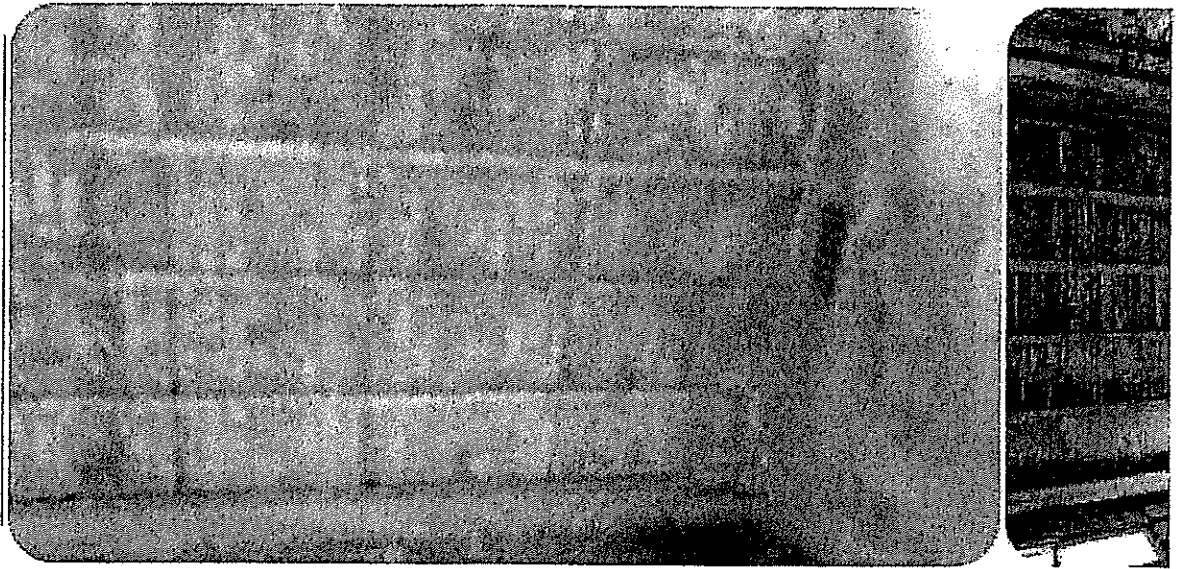
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Derek Cole
(517) 918-0570



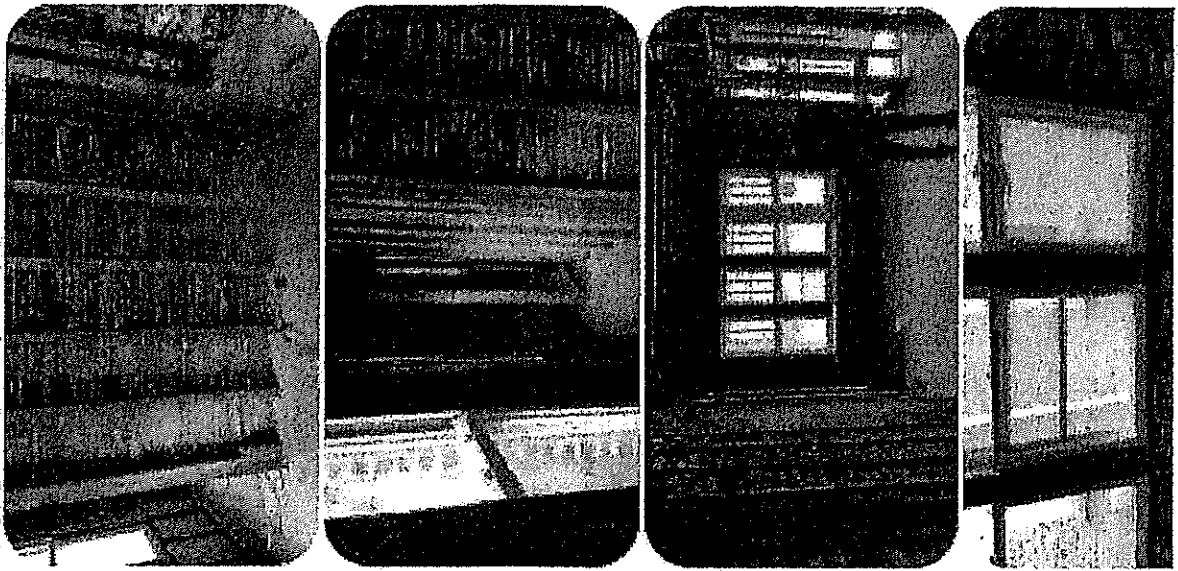
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Derek Cole
(517) 918-0570



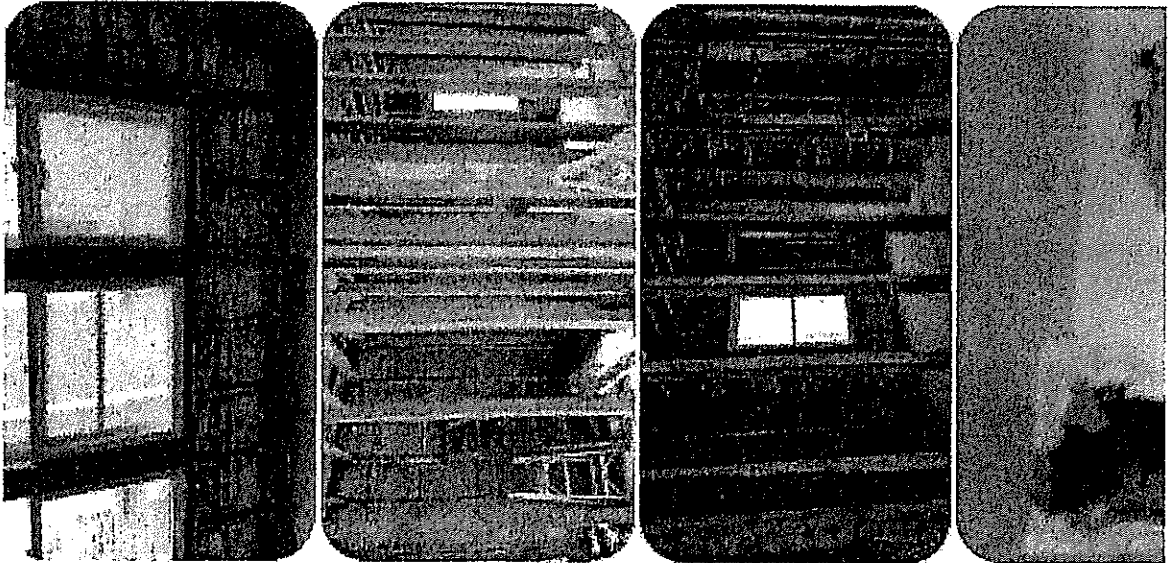
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Derek Cole
(517) 918-0570



KVAM0087

Derek Cole
(517) 918-0570



KVAM0088

Derek Cole
(517) 918-0570



KVAM0089

Derek Cole
(517) 918-0570



Hey J thanks for contacting me there are some pics from your job I've been trying to get through that slacker thing is not letting me do much but send one picture at a time that will take me forever my family is doing OK thank you for
KVA0090

Derek Cole
(517) 918-0570



Hey J thanks for contacting me there are some pics from your job I've been trying to get through that sicker thing is not letting me do much but send one picture at a time that will take me forever my family is doing OK thank you for your concern I appreciate it

Derek Cole - May 15, 2017

KVAM0091

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Exhibit “16”

Exhibit “16”

atlasgroupinc.slack.com

atlas_general | atlasgroupinc.slack.com

Jump to...

Channels

2092 n. lake Blvd

administrative

atlas_general

cannabis-club

compliance

financial

general

meet-ups

prospects

random

real-estate.agency

technical

testapianonic

Direct Messages

Jackbot

Jay Kvam (you)

Brad Tammen

Brian Mineau

Michael Stroh

#atlas_general

5

0

Add a topic

+ Add an app

+ Invite others to this channel

May 9th, 2017

Brad Tammen 6:29 PM

joined #atlas_general.

Brad Tammen 6:29 PM

set the channel purpose: General company-wide discussion for all members of Atlas group.

Jay Kvam 6:31 PM

joined #atlas_general by invitation from Brad Tammen, along with 2 others. Also, derek joined.

May 14th, 2017

Jay Kvam 11:24 PM

@derek Welcome to the team!

4 replies

Last reply 10 months ago

May 18th, 2017

Brian Mineau 1:55 PM

I am going to put together business authority's for each of us which will give us the authority to sign on the companies behalf so when situations arise like brad is on a boat I am dealing with idiots in the army or Michael is on the run in the Honda....] can still have a happy face and a

+ Message #atlas_general

@

Thread

Brad Tammen, derek, and you

Jay Kvam May 14th, 2017 at 11:24 PM

in #atlas_general

@derek Welcome to the team!

4 replies

Jay Kvam 10 months ago

@derek This is an example of a thread reply to my other channel message. (edited)

May 17th, 2017 at 10:05:14 PM

derek 10 months ago

Hey guys thanks for the invite Jay I texted you some pictures did you receive them

Jay Kvam 10 months ago

I did! Thank you. Also, first half of the third draw on May to go out tomorrow.

Also send to #atlas_general

Send

Open "https://atlasgroupinc.slack.com/archives/C5AJEBG6M/thread_1s=1494829480.206451&cid=C5AJEBG6M" in a new tab

KVAM0222

1136